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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Case No. 2024-002150

Poly-Med, Inc., Technology Drive 51, LLC,
Technology Drive 52, LLC, and PMI Properties LLC . . . . . Respondents / Appellants,

v.

Research Park, LLC . . . . . Appellant / Respondent.

RECORD ON APPEAL
VOLUME III OF IV

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CERTIFICATION OF COUNSEL FOR APPELLANT / RESPONDENT

Consistent with Rule 210, SCACR, the undersigned counsel for Appellant / Respondent hereby certifies that this Record on Appeal contains all material proposed to be included by the parties and not any other material.

Respectfully,

s/ Steven Edward Buckingham

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August 29, 2025
Greenville, South Carolina

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centers around: (1) Plaintiffs' perception that Defendant has used fees—which Defendant is required by the Covenants to collect—for purposes unrelated to the maintenance and upkeep of the Research Park; and (2) Plaintiffs' perception that Defendant has marketed properties for sale within the Research Park to prospective purchasers who Plaintiffs believe are not suitable candidates for property ownership in the Research Park.

In furtherance of their claim, Plaintiffs have brought five causes of action against Defendant: (1) breach of the Covenants; (2) conversion; (3) unjust enrichment; (4) an accounting; and (5) an injunction. Plaintiff has moved for summary judgment in its favor as to each, which Defendant is opposing.[1]

ARGUMENT

The crux of the Complaint comes down to the construction of the phrase "maintenance and upkeep," as that phrase is used in the Covenants. The Covenants provide as follows:

> Prior to the conveyance of any portion of the Property to the Association as Common Area, each Owner shall pay the Authority a maintenance fee for the maintenance and upkeep of the Park.

(Covenants, Art. VI, § 1.)

The term "Association" refers to the Clemson Research Park Owner's Association, Inc. (Covenants, Art. I, § 1.2.) It is undisputed that, as of now, no Association exists or has ever been created, and that no conveyance of any property has been made to the Association, as "Common Area" or otherwise.

[1] Note: Defendant has brought counterclaims against Plaintiffs for Plaintiffs' own breaches of the Covenants. Plaintiffs have not moved for summary judgment against Defendant's counterclaims, and Defendant is not presently seeking summary judgment as to those claims.

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Therefore, under the Covenants as they presently exist, the only operative portion of the foregoing Covenant-excerpt is the obligation of "each Owner [to] pay the Authority a maintenance fee for the maintenance and upkeep of the Park."

This obligation is reiterated in Article IX of the Covenants:

> Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, shall be that of the Authority and the sole obligation of any Owner, other than the Authority, shall be to pay the maintenance fee to the Authority as provided herein.

(Covenants, Art. IX.)

Plaintiffs have asserted that the Covenants do not define the term "maintenance fee." This is not correct. The Covenants provide that the maintenance fee is "computed on the basis of $300.00 per acre per annum . . . . The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Area." (Covenants, Art. VI, § 1.)

Pursuant to this calculation, the present value of the per acre maintenance fee exceeds $10,000.00. Defendant does not charge this amount. Instead, Defendant assesses each owner $600.00 per acre owned per year. Defendant has assessed this amount since taking ownership of the Research Park in 2018, which was the same amount that Defendant's predecessor was charging during the period of its ownership. (Wagner Aff., attached hereto as **Attachment A**, ¶ 5.)

Plaintiffs correctly perceive that the terms "maintenance" and "upkeep" are not explicitly defined in the Covenants. Incorrectly, however, Plaintiffs use this circumstance to suggest that the Court ought to look to foreign jurisdictions to help construe their meaning.

"Words of a restrictive covenant will be given the common, ordinary meaning attributed to them at the time of their execution." Taylor v. Lindsey, 332 S.C. 1, 4, 498 S.E.2d 862, 863 (1998). Among the acceptable definitions for "maintenance" is "[t]he care and work put into

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property to keep it operating and productive." (Black's Law Dictionary, 7th ed.) The term "upkeep" is commonly defined to mean "the act of maintaining in good condition." (www.merriam-webster.com.) Accordingly, it is Defendant's understanding that its authority to engage in "maintenance" and "upkeep" of the Research Park empowers Defendant to do anything that is necessary, proper, and appropriate, in Defendant's sole and exclusive discretion, to put care and work into the property so as to continue its operations and productivity in a good condition.

In this connection, since Defendant took ownership of the Research Park in 2018, it has collected the maintenance fee for the following types of expenses, which Defendant deems to be "maintenance and upkeep" for the property: (1) landscape maintenance; (2) utilities; (3) legal; (4) accounting; (5) management; (6) insurance and taxes; (6) marketing; (7) miscellaneous maintenance; and (8) reserves. (See Pro Forma Budget, attached hereto as **Attachment B**.)

These types of expenses are in-line with other parts of the Covenants. Article VI, Section 2, addresses how—upon the creation of the Association—the Association is to go about calculating annual assessments. In relevant part, this portion of the Covenants provides as follows:

> The Assessments shall be based upon annual estimates of the Association's cash requirements to provide for payment of all expenses arising out of or connected with maintenance and operations of the Common Areas. Such estimated expenses may include, among other things, the following: expenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners under or by reason of this Declaration.

(Covenants, Art. VI, § 2(a).)

The collection and expenditure of such fees, for such expenses, is also consistent with historical practice. To the best of Defendant's knowledge, information, and belief, Defendant is

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operating the Research Park exactly the same as it was run under its predecessors. (Wagner Aff., Att. A, ¶ 7.)

Plaintiffs' claims against Defendant also implicate the business judgment rule. "Under the business judgment rule, a court will not review the business judgment of a corporate governing board when it acts within its authority and it acts without corrupt motives and in good faith." Kuznik v. Bees Ferry Assocs., 342 S.C. 579, 599, 538 S.E.2d 15, 25 (Ct. App. 2000) (internal citation and quotation omitted). Plaintiffs have identified nowhere in the Covenants that prohibits Defendant from interpreting "maintenance and upkeep" the way it has, or from making expenditures of "maintenance fees" for the same expenses.

To the contrary, Plaintiffs have only generally argued that the Court ought to construe the meaning of "maintenance and upkeep" in the Covenants as limited to the maintenance and upkeep of tangible property. Nothing in the Covenants imposes such a restriction. Nothing in the body of South Carolina law imposes such a restriction. And Plaintiffs have offered no evidence that, at the time that the South Carolina Research Authority established the Covenants, it was the Authority's intent to preclude itself from determining which expenses of the development should be payable from maintenance fees collected from the Owners of the Research Park.

This is an important point. Plaintiffs acknowledge that—under the Covenants—once the Association is formed, the Association is explicitly authorized to make assessments against property owners for a wide variety of expenses, to include the very types of expenses that Defendant has been sued upon. Yet, Plaintiffs also claim that the spirit and letter of the Covenants prohibits the Authority (or its successor) from collecting a maintenance fee for the same, exact expenses. This leads to the obvious question: *What sense does that make?* Why would the Authority—whose responsibility it is to develop the Research Park—give itself less power to pay

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for the expenses of development than it is allegedly giving to the subsequent property-owners' Association?

Under South Carolina law, and with respect to contracts and covenants, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." Taylor, 332 S.C. at 4, 498 S.E.2d at 863-64. Consistent with that principle of interpretation and construction, Plaintiffs' theory of the case is neutered. Of course the Authority—as the declarant of the Covenants—would reserve for itself at least the same powers that the ultimate property-owners' association would have. There is nothing in the Covenants to suggest otherwise. And there is no testimony from the Authority, much less dating back to the time of the establishment of the Covenants, that would establish otherwise.

Instead, Defendant is entitled to summary judgment on Plaintiffs' cause of action for Defendant's breach of the Covenants. There are no undisputed facts, and on this count, Defendant is entitled to judgment as a matter of law. Defendant has collected and expended the "maintenance fee" in a manner consistent with the Covenants, in conformity with historical practice and course of dealing, and has soundly exercised its discretion in determining what matters of the Research Park's operations fall within the ambit of "maintenance and upkeep."

Having established that Defendant is entitled to judgment as a matter of law on the action for breach of the Covenants, Plaintiffs' remaining causes of action may be disposed of more swiftly.

A. Plaintiffs' Action for Conversion

Plaintiffs' action for conversion is based on the argument that the matters of "maintenance and upkeep" that Defendant has spent money on, (see, e.g., Att. B), are not matters of "maintenance and upkeep" within the meaning of the Covenants. If Plaintiffs do not prevail on their action for

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breach of the Covenants, which they should not, then necessarily, their action for conversion cannot withstand summary judgment.

B. Plaintiffs' Action for Unjust Enrichment

For similar reasons, summary judgment must be granted against Plaintiffs' action for unjust enrichment. It is axiomatic that, in South Carolina, where a binding, enforceable contract exists between the parties, an equitable action for unjust enrichment is unavailable. See, e.g., Gibson v. Andrew K. Epting, Jr., LLC, 426 S.C. 346, 355, 827 S.E.2d 178, 183 (Ct. App. 2019).

Furthermore, Plaintiffs cannot satisfy the third element of unjust enrichment, that being the retention of a benefit by the defendant under circumstances that make it inequitable for defendant to retain it without paying value. See, e.g., Myrtle Beach Hosp., Inc. v. City of Myrtle Beach, 341 S.C. 1, 8-9, 532 S.E.2d 868, 872 (2000). As previously discussed, Article IX of the Covenants establish that, until such time as an Association is established and property conveyed thereto, the "sole obligation" of an Owner is to pay the maintenance fee to the Authority; the present value of the maintenance fee—according to the strict construction of the Covenants—is more than $10,000.00 per acre per year. Therefore, as long as Plaintiffs are paying less than the maximum amount of per acre maintenance fee, Plaintiffs do not have a justiciable action for unjust enrichment. And, since Plaintiffs are only paying $600.00 per acre per year as a maintenance fee, summary judgment against their unjust enrichment action must be granted.

C. Plaintiffs' Action for an Accounting

An action for accounting sounds in equity, and is generally not available as a remedy unless: (1) "there are mutual accounts between the plaintiff and the defendant—that is, where each of the two parties has received and paid on the account of the other;" (2) "the accounts are all on one side, but there are circumstances of great complication, or difficulties in the way of adequate

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relief at law;" or (3) "a fiduciary relation exists between the parties, and the duty rests upon the defendant to render an account." Devereux v. McCrady, 46 S.C. 133, 24 S.E. 77 (1896). It is also available when there is specific statutory authority for the action. See, e.g., 381 S.C. 417, 673 S.E.2d 448 (2009) (pertaining to the South Carolina Uniform Limited Liability Company Act).

None of these circumstances are presently applicable. Moreover, during the course of discovery, Defendant has disclosed to Plaintiffs how the maintenance fees collected have been spent. (Att. B.) Consistent with the Covenants, Plaintiffs' sole obligation is to pay the maintenance fee. (Covenants, Art. IX.) And, although the Covenants do not establish any authority through which Plaintiffs may seek an accounting, Defendant has provided one. Plaintiffs are not entitled—either in law or equity—to see any further behind the curtain. Accordingly, summary judgment as to the action for an accounting must be granted in Defendant's favor.

D. Plaintiffs' Action for an Injunction

Plaintiffs have sought injunctive relief on two grounds: (1) that Defendant has misapplied the maintenance fee; and (2) that Defendant has sought, or will seek to, sell Research Park property to persons who are not competent to be Owners. Injunctive relief is an extraordinary remedy, and not to be granted lightly. It must be used, if at all, to prevent immediate, irreparable harm.

Defendant has already explained how Plaintiffs' assertions that the maintenance fee has been misapplied are without merit. Accordingly, there is no historical basis, nor threatened circumstance, that would make injunctive relief appropriate on this matter.

With regard to the assertion that Defendant has, or intends to, sell Research Park property to persons who are not competent, this is also without merit. By way of background, the Covenants provide that "[n]o person or entity shall be an Owner or a tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a

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minimum of 15% of its employees as scientists or engineers . . . ." (Covenants, Art. IV, § 2.) The Covenants proceed to state that, "[i]n the event that any Owner or tenant shall fail to maintain such percentage of employees . . . , then, in that event, such Owner, tenant, or occupant shall give the Authority and the Association, once created, immediate notice of such failure and, within 60 days of such failure, shall cure such failure." (Id.)

At the outset, it should be noted that—with the exception of selling a parcel to Plaintiff PMI Properties, LLC and, separately, by way of eminent domain—no Research Park real estate has been conveyed to any person since Defendant took ownership in October 2018. (Wagner Aff., Att. A, ¶ 8.) Interestingly, Plaintiff PMI Properties, LLC is not believed to be in compliance with this requirement; nor are any of the other Plaintiffs.[2]

Furthermore, there is no prohibition in the Covenants as to Defendant's ability to market, promote, or sell any Research Park property to any person, regardless of whether the person meets the 15% scientist/engineer threshold. As explained above, in the event that a person becomes an Owner, occupant, or tenant of Research Park property and they do not meet the 15% threshold, that failure must be cured within sixty (60) days.

In short, Plaintiffs are asking the Court to enjoin conduct that is not even prohibited under the Covenants, and that they themselves are not even in compliance with.

Accordingly, the totality of Plaintiffs' request for summary judgment for injunctive relief must be denied, and instead, summary judgment must be granted in Defendant's favor.

[2] In discovery, Defendant asked Plaintiffs to provide information that would enable Defendant to verify their status as competent Owners/tenants/occupants under the Covenants. Plaintiffs have refused. (See Plaintiffs' Ans. to Interrog., attached hereto as **Attachment C**, Nos. 1, 2 & 14.)

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CONCLUDING STATEMENT

For the foregoing reasons, each and every aspect of Plaintiffs' motion for summary judgment should be denied, and instead, summary judgment as to each and every aspect of the Complaint should be granted in Defendant's favor. Defendant is not in breach of the Covenants, particularly with respect to collecting and spending maintenance fees, and has not been in breach. Plaintiffs cannot say the same. Accordingly, Defendant respectfully requests the entry of the judgment herein requested, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

Submitted this 12th Day of May, 2023.
Greenville, South Carolina

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ATTACHMENT A

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; TECHNOLOGY DRIVE 51, LLC; TECHNOLOGY DRIVE 52, LLC; and PMI PROPERTIES, LLC,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs,	)	
vs.	)	**AFFIDAVIT OF DAN WAGNER**
RESEARCH PARK, LLC,	)	
Defendant.	)	

PERSONALLY CAME BEFORE ME the Affiant, Dan Wagner, who, after being duly sworn, did state and/or affirm as follows:

1. My name is Dan Wagner. I am a citizen and resident of Greenville County, South Carolina. I am over the age of eighteen years, am not under the influence of any substance that is likely to impair my capacity, and am competent to give testimony.

2. The statements of fact set out in this declaration are made on my own personal knowledge and information.

3. I am the sole member of Research Park, LLC, and am authorized by Research Park, LLC to give this statement on behalf of the company.

4. Research Park, LLC purchased the Clemson University Advanced Materials Center in October 2018.

5. Since that time, Research Park, LLC has operated the Clemson University Advanced Materials Center in the exact, same way that it was being operated by its predecessor. Specifically, Research Park, LLC has issued notices of maintenance fees payable to property owners at the Clemson University Advanced Materials Center each year since 2018 in the amount

of $600.00 per acre. This is the exact, same amount that was being assessed by Research Park, LLC's predecessor, and it has not been varied during Research Park, LLC's ownership.

6. Under the applicable Covenants, Conditions & Restrictions, Research Park, LLC could charge property owners an annual maintenance fee of more than $10,000.00 per acre per year. Research Park, LLC has not done so, and instead, has elected to charge far less than what it is authorized to assess.

7. To the best of my knowledge, information, and belief, Research Park, LLC has expended the maintenance fees collected from property owners in the same manner, and for the same types of activities, as its predecessor.

8. Since becoming the owner of Research Park, LLC, the company has not sold any property at the Clemson University Advanced Materials Center, with the exception of: (i) some acreage to Plaintiff PMI Properties, LLC; and (ii) some acreage as a consequence of eminent domain.

9. To the best of my knowledge, information, and belief, none of the Plaintiffs is in compliance with the restrictions against the percentages of employees who must be scientists or engineers. Research Park, LLC has asked each Plaintiff for the information necessary to validate their respective compliance with the applicable provisions of the Covenants, Conditions & Restrictions, but that information has never been provided.

10. I affirm, under penalty of perjury, that the foregoing statement of facts is true and accurate to the best of my knowledge, information, and belief.

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FURTHER, THE AFFIANT SAYETH NAUGHT.

Dan Wagner

SIGNED AND SUBSCRIBED BEFORE ME

Sara Stuart
Signature of Notary

Sara Stuart
Printed Name
Notary Public for the State of South Carolina
This 11 Day of May, 2023.

My Commission Expires: 11/19/2030

SARA STUART NOTARY PUBLIC My Commission Expires 11/19/2030 SOUTH CAROLINA

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ATTACHMENT B

Clemson Research Park	
Landscape Maintenance	$ 28,400.00
Utilites	$ 8,300.00
Legal	$ 20,000.00
Accounting	$ 1,500.00
Management	$ 18,000.00
Insurance and Taxes	$ 3,500.00
Marketing	$ 5,000.00
Misc Maintenance	$ 1,500.00
Reserves	$ 5,000.00
	$ 91,200.00
Annual Fees	$ 76,845.36
	$ 14,354.64

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ATTACHMENT C

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	CASE NO.: 2021-CP-04-01349
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	**PLAINTIFFS' ANSWERS TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

A. Standard Interrogatories

1. Give the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from each witness, and if so, indicate who has possession of such statement(s).

ANSWER:

Dan Wagner
No non-privileged recorded statements

David Shalaby
c/o Plaintiffs' counsel
No non-privileged recorded statements

Jeff Ellis
c/o Plaintiffs' counsel
No non-privileged recorded statements

Donald Crossley
c/o Plaintiffs' counsel
No non-privileged recorded statements

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Burriss Nelson
No non-privileged recorded statements

2. For each person known to you or your counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the undersigned counsel of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness(es).

ANSWER:

Dan Wagner
Acquisition of Clemson Research Park to Clemson University Advanced Materials Center (the "Park")
Maintenance fees charged owners of the Park
Revenue of the Park
Expenses of the Park
Disposition of excess maintenance fees charged to Plaintiffs
Marketing of parcels in the Park
Communications with potential purchasers of parcels in the Park

David Shalaby
c/o Plaintiffs' counsel
Billing for maintenance fees
Payment of maintenance fees
Lack of maintenance at the Park
Communications with Dan Wagner

Jeff Ellis
c/o Plaintiffs' counsel
Installation of trailers at Plaintiffs' properties in the Park
Communications with Anderson County, including Innovate Anderson, regarding installation of trailers at Plaintiffs' properties in the Park

Donald Crossley
Billing for maintenance fees
Payment of maintenance fees

Burriss Nelson
Billing for maintenance fees
Payment of maintenance fees
Approval of improvements to Plaintiffs' parcels

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3. Set forth a list of photographs, plats, sketches, or other prepared documents in your possession, custody, and/or control that relate to your claims or defenses in the case.

ANSWER: See documents produced in response to Defendant's document production requests.

4. List the names and addresses of any expert witnesses who you reasonably intend to call as a witness at the trial of this case.

ANSWER: The Plaintiffs have not yet engaged an expert they intend to call as a witness and do not know if they will do so. If applicable, the Plaintiffs will provide notices of such expert(s) pursuant to applicable rules and court orders.

5. Set forth an itemized statement of all damages you claim to have sustained as a direct and proximate consequence of Research Park, LLC's conduct which you allege was wrongful, by cause of action and type of damage.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. The Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs anticipate that their collective damages equal the maintenance fees they paid to the Defendant minus their pro rata share of the reasonable costs "for the maintenance and upkeep of the Park."

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6. If any counterclaim defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended pleading reflecting the correct information.

   ANSWER: OBJECTION. The Plaintiffs object to the interrogatory to the extent that they do not know who the Defendant intended to identify. Without waiving their objections and subject thereto, the Plaintiffs state that they are not aware of any misidentification by the Defendant.

B. Case-Specific Interrogatories

1. Identify by name each and every shareholder, member of the board of directors, and officer of Poly-Med, Inc

   ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence.

2. Identify by name each and every member and officer of Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC.

   ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence.

3. Please state, with specificity, your understanding of the maximum amount of the maintenance fee-per-acre that the South Carolina Research Authority (including its successors and assigns) could charge property owners within Clemson University Advanced Materials Center ("**the Park**") for each and every calendar year beginning in 1986 and continuing through the

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present, as provided by Article VI, Section 1, of the pertinent Declaration of Covenants, Conditions, and Restrictions, including in your answer the calculation method and/or equation by which your answer was reached.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that pursuant to the Covenants, the maximum amount of the maintenance fee the South Carolina Research Authority (including its successors and assigns) could charge property owners within the Park is the amount necessary "for the maintenance and upkeep of the Park" and no more.

4. Referring to Article VI, Section 1, of the pertinent Declaration of Covenants, Conditions, and Restrictions, please define, with specificity, your understanding of the phrase "maintenance and upkeep," including in your response citations to authority for your definition.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or

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believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that what would constitute a permissible expense for "maintenance and upkeep" of the Park would depend on the state of any structures on and improvements to common areas of the Park. In in the Park's current state, "maintenance and upkeep" would likely consist of nothing more than routine landscaping maintenance such as mowing.

5. Referring to the pertinent Declaration of Covenants, Conditions, and Restrictions, please identify with specificity which provision(s), if any, of such document you contend give any property owner within the Park the right to question the amount of the maintenance fee imposed by the South Carolina Research Authority (including its successors and assigns), so long as the amount of the maintenance fee is less than the maximum amount chargeable under Article VI, Section 1, of the pertinent Declaration of Covenants, Conditions, and Restrictions.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject

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thereto, the Plaintiffs state that, as parties to the Covenants, they, of course, have a right to question whether the South Carolina Research Authority (including its successors and assigns) is violating any section of the Declaration of Covenants, Conditions, and Restrictions.

6. Referring to the pertinent Declaration of Covenants, Conditions, and Restrictions, please identify with specificity which provision(s), if any, of such document you contend give any property owner within the Park the right to question the determination of the South Carolina Research Authority (including its successors and assigns) as to which expenses constitute proper expenditures for "maintenance and upkeep" of the Park.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that, as parties to the Covenants, they, of course, have a right to question whether the South Carolina Research Authority (including its successors and assigns) is violating any section of the Declaration of Covenants, Conditions, and Restrictions.

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7. Please define, comprehensively and with specificity, each and every item and/or category of expense which, you contend, would constitute a permissible expense for "maintenance and upkeep" of the Park, including in your response a citation to pertinent authority for your position, regardless of whether that authority comes from the Declaration of Covenants, Conditions, or Restrictions or otherwise.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that what would constitute a permissible expense for "maintenance and upkeep" of the Park would depend on the state of any structures on and improvements to common areas of the Park. In in the Park's current state, "maintenance and upkeep" would likely consist of nothing more than routine landscaping maintenance such as mowing.

8. Please define, comprehensively and with specificity, each and every item and/or category of expense which, you contend, would constitute an impermissible expense for "maintenance and upkeep" of the Park, including in your response a citation to pertinent authority for your position, regardless of whether that authority comes from the Declaration of Covenants, Conditions, or Restrictions or otherwise

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ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that what would constitute a permissible expense for "maintenance and upkeep" of the Park would depend on the state of any structures on and improvements to common areas of the Park. Nevertheless, the list of impermissible expenses for "maintenance and upkeep" of the Park is practically limitless.

9. Please refer to Paragraph 33 of the Complaint. You have alleged as follows: "Upon information and belief, when Innovate conveyed the Park to RP, and assigned its rights, title and interest as Declarant under the Covenants to RP, Innovate transferred to RP more than $100,000.00 in unused maintenance fees." With respect to this allegation: (i) identify your factual basis for the contention that "Innovate transferred to RP more than $100,000.00 in unused maintenance fees" at the time of conveyance; (ii) whether you continue to believe this allegation is true; and (iii) the identity/ies of the source(s) of the "information" which gave you the "belief" that resulted in the inclusion of this allegation in the pleadings, as well as the specific contents of the information on which you relied.

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ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine.

10. Please refer to Paragraph 36 of the Complaint. You have alleged as follows: "Upon information and belief, RP has used, and continues to use, maintenance fees collected from Owners, including the Plaintiffs, for purposes other than the maintenance and upkeep of the Park." With respect to this allegation: (i) identify, comprehensively and with specificity, each and every way which you contend that "RP has used, and continues to use, maintenance fees . . . for purposes other than the maintenance and upkeep of the Park;" and (ii) the identity/ies of the source(s) of the "information" which gave you the "belief" that resulted in the inclusion of this allegation in the pleadings, as well as the specific contents of the information on which you relied.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that since the Defendant acquired the Park, the Plaintiffs have observed that routine landscaping appears to be the only "maintenance and upkeep" of the Park. Given the amount that the Plaintiffs, and, upon information and believe, other Owners

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in the Park are paying in maintenance fees, the Plaintiffs concluded that the Defendant must be using maintenance fees for purposes other than the maintenance and upkeep of the Park.

11. Please refer to Paragraph 37 of the Complaint. State, with specificity and citation to pertinent legal authority, your basis for the contention that Research Park, LLC has an obligation to any property owner to: (i) disclose its financial information; and/or (ii) "provide an accounting of the maintenance fees collected and spent."

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. Without waiving their objections and subject thereto, the Plaintiffs state that, in paragraph 37 of the Complaint, the Plaintiffs did not contend "that Research Park, LLC has an obligation to any property owner to . . . disclose its financial information." However, the Covenants permit the "Authority" to collect and expend maintenance fees only for "the maintenance and upkeep of the Park." The Owners, including the Plaintiffs, are entitled to know whether the Defendant is complying with the Covenants, especially since it appears from the amount of fees collected, and the maintenance and upkeep performed, that the Defendant is not complying with the Covenants.

12. Please refer to Paragraph 38 of the Complaint. With respect to this allegation: (i) identify your factual basis for the contention that "RP has marketed, and attempted to sell, Parcels to persons or entities that do not and would not qualify as Owners;" (ii) the identity/ies of the source(s) of the "information" which gave you the "belief" that resulted in the inclusion of this allegation in the pleadings, as well as the specific contents of the information on which you relied.

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ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. Without waiving their objections and subject thereto, the Plaintiffs state that in or about 2020, the Defendant informed the Plaintiffs that it was looking to eliminate Owner restrictions contained in the Covenants and had hired counsel to explore that possibility.

13. Please refer to Paragraph 42 of the Complaint. You have alleged that "[t]he restrictive. covenants require that RP use maintenance fees solely for the maintenance and upkeep of the Park." State, with specificity, comprehensively, and citation to pertinent legal authority, the factual and legal basis to support the truth of this assertion.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. Without waiving their objections and subject thereto, the Plaintiffs state that they rely on the Covenants and the purpose and intent of them.

14. Please refer to Paragraph 44 of the Complaint. In furtherance of this allegation, and for each Plaintiff: (i) identify the name of each employee; (ii) for each such employee, identify the nature of their role within the organization (*e.g.* scientist, engineer, sales, administrative, maintenance, etc.); and (iii) for each such employee, provide a brief job description sufficient so that Research Park, LLC may determine whether each Plaintiff is in compliance with Article IV, Section 2, of the pertinent Declaration of Covenants, Conditions, and Restrictions.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it is overly broad, unduly burdensome, seek information and that confidential and private without there being a reasonable need for such information, seeks information that is irrelevant to the

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claims and defenses in this action and is not reasonably calculated to lead to the discovery of admissible evidence.

15. Please refer to Paragraph 45 of the Complaint, and identify, with specificity, each and every person or entity who, you believe, Research Park, LLC "has marketed Parcels, or subdivisions thereof" to, and the specific identity of the source of your "information" which gave you the "belief" that resulted in the inclusion of this allegation in the pleadings, as well as the specific contents of the information on which you relied.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. Without waiving their objections and subject thereto, the Plaintiffs state that in or about 2020, the Defendant informed the Plaintiffs that it was looking to eliminate Owner restrictions contained in the Covenants and had hired counsel to explore that possibility.

16. Please refer to Paragraph 48 of the Complaint. State, with specificity, the amount of damages that, you contend, each Plaintiff has incurred "as a direct and proximate result of RP's breaches of the Covenants."

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined.

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The Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs anticipate that their collective damages equal the maintenance fees they paid to the Defendant minus their pro rata share of the reasonable costs "for the maintenance and upkeep of the Park."

17. Please refer to Paragraph 53 of the Complaint. You have alleged that "RP has exercised an unauthorized right of ownership and/or dominion over funds belonging to the Plaintiffs to the exclusion of the Plaintiffs' rights." With respect to this allegation: (i) identify with specificity the amount of funds each Plaintiff contends that Research Park, LLC has converted; (ii) state, specifically and comprehensively, your legal and factual authority for the assertion that Research Park, LLC's possession of such funds was unauthorized; (iii) state, with citation to pertinent legal authority, support for the proposition that the possession of such funds can form the basis of an action for conversion.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. The Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that the amount of funds the Plaintiffs collectively contend that the Defendant has converted

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equals the maintenance fees they paid to the Defendant minus their pro rata share of the reasonable costs "for the maintenance and upkeep of the Park." Without authorization or right, the Defendant obtained, exercised ownership over, and misused funds (in the form of excess maintenance fees) belonging to the Plaintiffs to the exclusion of the Plaintiffs' rights.

18. Please refer to Paragraph 54 of the Complaint. Please state, specifically and comprehensively, your factual and legal authority for the assertion that "RP has converted the Plaintiffs' funds to RP's own use."

ANSWER: OBJECTION. See objections and response to interrogatory no. 17.

19. Please refer to Paragraph 56 of the Complaint. State, with specificity, the amount of damages that, you contend, each Plaintiff has incurred "as a direct and proximate result for RP's conversion of the Plaintiffs' funds."

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. The Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs anticipate that their collective damages equal the maintenance fees they paid to the Defendant minus their pro rata share of the reasonable costs "for the maintenance and upkeep of the Park."

20. Please refer to Paragraph 57 of the Complaint. State, with specificity and citation, the factual predicate and legal authority for assertion that Research Park, LLC could be legally required

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to refund any Plaintiff any amount of maintenance fees collected by Research Park, LLC's predecessor-in-interest, Innovate Anderson.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. The Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, the Plaintiffs state that the Defendant, as a successor to Innovate Anderson, is liable to the Plaintiffs to the extent it obtained, from Innovate Anderson, any maintenance fees not used for "for the maintenance and upkeep of the Park" and/or to the extent the Defendant assumed Innovate Anderson's liabilities, as a mere continuation of Innovate Anderson or otherwise.

21. Please refer to Paragraph 7 of the Reply. The answer you have offered in furtherance of this Paragraph refers back to Paragraphs 115, 116 & 117 of the Answer & Counterclaim, which pertains to structural alterations, landscaping, and other improvements that Plaintiffs have caused on their premises. For each Plaintiff: (i) identify each and every exterior structural alteration, change to landscaping, and other exterior improvement that such Plaintiff has caused within the Park at any time since 2011; and (ii) for each such alteration, change, and improvement, documentary evidence that—consistent with your Reply—"prior approval had

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been obtained" prior to the undertaking of such efforts, or (if no documentary evidence exists) the name(s) of each such person that, you contend, approved such efforts.

ANSWER: The Plaintiffs installed modular office buildings at 51 Technology Drive. See documents produced in response to Defendant's document production request. Prior approval was obtained from Burriss Nelson of Innovate Anderson.

22. Please refer to Paragraph 15 of the Reply, which is your Seventh Defense to the Counterclaim. You have asserted that Research Park, LLC's "acquisition of [the Park] was, and Defendant's acting as Authority under the Covenants is, without right and unlawful." Please state, with specificity, your legal and factual basis for this contention, including in your answer citation to pertinent legal authority.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant. Without waiving their objections and subject thereto, it is apparent from the Covenants, and the Act pursuant to which the South Carolina Research Authority was established, that the "Authority" under the Covenant is intended to be a public entity, and not a private for-profit entity like the Defendant.

23. Please refer to Paragraph 16 of the Reply, which is your Eighth Defense to the Counterclaim. You have asserted that Research Park, LLC has failed to mitigate its damages. Please identify, comprehensively and with specificity, your factual basis for this assertion.

ANSWER: OBJECTION. The Plaintiffs object to the interrogatory on grounds that it seeks information that is protected by the attorney-client privilege or work product doctrine. The Plaintiffs also object to the interrogatory on grounds that it calls for a legal conclusion. The Plaintiffs also object to the interrogatory in that it is a premature contention interrogatory. The Plaintiffs also object to this interrogatory as premature as a complete response will require information obtained during discovery, and all the witnesses that may be used or believed to support the Plaintiffs' contention have not been determined. If necessary, the Plaintiffs will supplement their answer to this interrogatory after they have obtained sufficient discovery from the Defendant.

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANT'S CROSS-MOTION MOTION FOR PARTIAL SUMMARY JUDGMENT**

The Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully submit their Memorandum in Opposition to Defendant's Cross-Motion for Summary Judgment. For reasons set forth in Plaintiffs' Motion for Summary Judgment,[1] and for reasons set forth below, there is no genuine issue of material fact regarding Plaintiffs' claims and they are entitled to judgment as a matter of law.[2]

ARGUMENT AND CITATION OF AUTHORITY

I. Defendant's Use of Maintenance Fees Violates the Restrictive Covenant as a Matter of Law

Pursuant to the Covenants, Defendant may *only* collect maintenance fees for "maintenance and upkeep of the Park." Complaint, Exhibit A, p. 17. In its Opposition, Defendant argues that that phrase should include utilities, legal expenses, accounting expenses, management expenses, insurance and taxes, marketing expenses, "miscellaneous maintenance," and reserves. Defendant's

[1] Plaintiffs have also filed a separate Motion for Summary Judgment on Defendant's Counterclaims.
[2] If the Court grants Plaintiff's Motion for Summary Judgment, and following an accounting of the maintenance fees paid to and spent by Defendant (if so ordered), Plaintiffs will submit proof of their damages and, pursuant to the terms of the Covenants, Plaintiffs will seek an award of their costs, disbursements and reasonable attorneys' fees in this action.

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Cross-Motion for Summary Judgment ("Cross-Motion"), p. 4. Defendant neglects to inform the Court that it spent the vast majority of the maintenance fees it collects on its own monthly mortgage payments, not the expenses Defendant identifies in its Cross-Motion. The only Covenant language Defendant points to in support of its untenable, expansive view of expenses it wants to include in "maintenance and upkeep" is that related to "Assessments" which may *only* be charged by an "Association" of the Owners, and only after Defendant turns the Common Areas of the Park over to the Owners' Association. Under the Covenants, "Assessments," unlike "maintenance fees," may be based upon the Association's annual estimate of:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> (Exhibit A, p. 18 Art. VI, § 2(a)).

The Covenants do not contain *any* such language with respect to the expenses for which "maintenance fees" may be collected. Had Defendant's predecessor, the South Carolina Research Authority, who drafted the Covenants, intended for the collection of maintenance fees to cover the same expenses as those covered by Assessments, it would have included such language with respect to maintenance fees, just as it did with respect to Assessments. "Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *S.C. Dep't of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001). While Defendant points to the "Assessment" language in the Covenants as proof in support of its interpretations of "maintenance

fees," the language instead demonstrates that the South Carolina Research Authority purposely intended for there to be a stark difference between "maintenance fees" and "Assessments."

In its Opposition, Defendant asks "[w]hy would the Authority – whose responsibility it is to develop the Research Park – give itself less power to pay for expenses of development than it is allegedly giving to the subsequent property-owners' Association." Cross-Motion, pp. 5-6. Where, as in this case, the Covenant or contract as a whole is unambiguous, "[t]he court's duty is to enforce the contract made by the parties regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully." *Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994). Moreover, it makes perfect sense that the Authority would give itself less power to cover expenses from fees collected from Owners, than it gave the Association that was to be created.

Defendant's predecessor, the South Carolina Research Authority, was, and the Authority of the Park was clearly always intended to be, a "corporation owned completely by the people of the state" created by the General Assembly "in order 'to promote the development of high technology industries and research facilities in South Carolina' and 'to enhance the research capabilities of [South Carolina's] public and private universities.'" *Nichols v. S.C. Rsch. Auth.*, 290 S.C. 415, 417, 351 S.E.2d 155, 156 (1986)(quoting S.C. Code Ann. § 13–17–70(8)); Complaint, Exhibit A, p. 1. The South Carolina Research Authority is a public agency "empowered to issue revenue bonds." *Id.* at 418. In other words, the Authority had the means to pay for expenses other than maintenance and upkeep from sources other than fees collected from Park Owners. The Owners' Association will have no source of funding other than Assessments. Moreover, because the Authority is supposed to turn the Park over to an Association when a sufficient number of Park parcels are sold, it is clear that the Authority's involvements in the Park was supposed to be

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temporary. Defendant has instead refused to turn the Park over to the Owners and is using its position as "Authority" to pay for its Park acquisition costs through the collection of "maintenance" fees. That is clearly not what the South Carolina Research Authority intended when the Covenants were adopted.

II. The Business Judgment Rule Does Not Apply

In its Cross-Motion, Defendant contends that the business judgment rule somehow applies to its unilateral decision to pay, from maintenance fees collected, its mortgage and other expenses having nothing to do with the maintenance and upkeep of the Park. Cross-Motion, p. 5. The business judgment rule applies to claims for breach of a duty "between the directors of a homeowners association and aggrieved homeowners." *Goddard v. Fairways Dev. Gen. P'ship*, 310 S.C. 408, 414, 426 S.E.2d 828, 832 (Ct. App. 1993). It does not apply to claims for breach of restrictive covenants against a limited liability company with whom the plaintiff has no membership, ownership or involvement. *See Patterson v. Witter*, 425 S.C. 213, 235, n. 9, 821 S.E.2d 677, 689 (2018)(business judgment rule does not apply to claims for breach of contract); *see also, Bangerter v. Hat Island Cmty. Ass'n*, 199 Wash. 2d 183, 201, 504 P.3d 813, 822 (2022)("The business judgment rule does not insulate corporate decisions from claims that those decisions violate contractual obligations, such as restrictive covenants."); *Anderson v. Nottingham Vill. Homeowner's Ass'n, Inc.,* 37 A.D.3d 1195, 1197, 830 N.Y.S.2d 882, 884, *amended on reargument*, 41 A.D.3d 1324, 840 N.Y.S.2d 880 (2007)("while it may be good business judgment to walk away from a contract, this is no defense to a breach of contract claim."). Moreover, Defendant is not a homeowner's association and the Park Owners are not members or otherwise involved in the Defendant organization. This is an action for breach of a restrictive covenant by parties separate and distinct from Defendant. The business judgment rule has no application.

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III. Because Defendant Used Maintenance Fees for Its Own Purposes, it is Liable for Conversion

If, as Plaintiffs contend, this Court concludes that using maintenance fees for things like paying Defendant's mortgage is not "maintenance and upkeep" of the Park, Defendant has used Plaintiffs' funds for its own purposes, to the exclusion of Plaintiffs, and is liable for conversion under Count II of Plaintiffs' Complaint.

IV. Plaintiffs Are Entitled to an Accounting

Relying on a case from 1896,[3] Defendant contends that the circumstances under which parties like Plaintiffs are entitled to an accounting are quite limited. That is no longer the case. "Equitable jurisdiction for an accounting may also be invoked (1) in actions involving long and complicated accounts where it would not be practicable for a jury to comprehend the issues and correctly make adjustment, and (2) when there is a need for discovery." *Rogers v. Salisbury Brick Corp.,* 299 S.C. 141, 144, 382 S.E.2d 915, 917 (1989)(internal citations omitted). While the parties have engaged in discovery, Plaintiffs still do not have a full picture regarding the maintenance fees collected, fees spent and the precise expenses on which the fees were spent, or not spent. An accounting is necessary so that Plaintiffs may properly identify for this Court the damages they have sustained.

V. Plaintiffs Are Entitled to an Injunction

Plaintiffs have submitted proof that Defendant has attempted to sell Park parcels to entities that do not meet the 15% scientist or engineering requirements under the Covenants. (*See* Plaintiff's Motion for Summary Judgment, Exhibit B, Int. No. 12 & Exhibit C). It is Cross-Motion, Defendant does not dispute this fact. Instead, it claims the Covenants do not prohibit the Defendant's from marketing, promoting or even selling any Park parcels to persons or entities that

[3] Devereaux v. McCrady, 46 S.C. 133, 24 S.E. 77(1896).

don't meet the 15% requirement.[4] Cross-Motion, p. 9. Clearly, Defendant's marketing, promotion or sale of a parcel to an entity that does not meet the 15% requirement will cause a violation of the Covenants if such efforts are successful. *See* Complaint, Exhibit A, pp. 9-10. Defendant points to a 60-day notice to cure period. However, the provision requires that an *Owner* who has violated the requirement give notice to *Defendant* of such violation and cure it within 60-days. *Id.* p. 10. The provision would not apply to *Defendant's* violation of the requirement by selling to an unauthorized entity. More importantly, if Defendant sells to such an entity, Plaintiffs will suffer irreparable harm. The parcel could not be unsold. That bell could not be un-rung. Given that Defendant does not dispute that it has attempted to sell to entities that do not meet the 15% requirement, and given that Plaintiffs would be irreparably harmed by such a sale, this Court should enjoin Defendant from marketing, offering or attempting to sell parcels, or subdivisions thereof, to persons or entities not qualified to be "Owners" under, and as that term is defined in, the Covenants.

CONCLUSION

For the foregoing reasons, Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC request this Court deny Defendant's Cross-Motion for Summary Judgment.

[4] Without any proof, Defendant claims Plaintiffs are not in compliance with the 15% requirement. Cross-Motion, p. 9. That is simply not true. Defendant also complains that Plaintiffs did not provide information to verify compliance in response to Defendant's interrogatories. Of course, Plaintiffs did not provide the information. The information is not relevant to any claims in this action. In its Counterclaim, Defendant does not allege Plaintiffs are not in compliance with 15% requirement.

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Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
(1052 North Church Street, 29601)
P. O. Box 10529
Greenville, SC 29603
864.349.2600 – Phone
864.349.0303 – Fax

Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
June 2, 2023

OF COUNSEL:

Marwan S. Zubi, Esq., (*admitted Pro Hac Vice*)
Nicolai Law Group, P.C.
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P.O. Box 15289
Springfield, Massachusetts 01115

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S CONSOLIDATED MOTION PURSUANT TO RULES 52, 54 & 59, SCRCP**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

COMES NOW Research Park, LLC, Defendant, by and through its undersigned counsel, and pursuant to Rules 52, 54 & 59, SCRCP, respectfully submits this consolidated set of post-trial motions.

I. MOTION TO ALTER OR AMEND JUDGMENT

Pursuant to Rules 52 and 59, SCRCP, Defendant respectfully requests that the Court's judgment, entered on November 6, 2023("**the Judgment**"), be altered or amended with respect to the following matters:

A. Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC are not entitled to relief under the Judgment. The uncontroverted evidence at trial was that all maintenance and upkeep fees at issue were paid exclusively by Plaintiff Poly-Med, Inc. Accordingly, neither Technology Drive 51, LLC, nor Technology Drive 52, LLC, nor PMI Properties, LLC has sustained any damages, and cannot participate in the affirmative relief provided by the Judgment in Plaintiffs' favor as a matter of law. See, e.g., Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962) (listing the existence of damages as among the elements of an action for breach of contract); Woods v. Boeing Co., C.A. No. 2:11-cv-02855,

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at *9-10 (D.S.C. Sept. 23, 2013) (unpublished opinion) (granting summary judgment where claims were not supported by any evidence of monetary damages).

B. Poly-Med, Inc. should have been dismissed as a party to the action for breach of restrictive covenants. Article XII, § 2, of the pertinent Covenants, Conditions, and Restrictions ("**the Covenants**") provides as follows:

> The Authority, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. . . .

Therefore, to have standing to enforce the Covenants, the plaintiff must be "the Authority," "the Association," or an "Owner." The definition of "Owner" is provided in Article I, § 1.6, of the Covenants: "'Owner' shall mean and refer to a person or entity which owns fee simple title to any Parcel . . . ." The evidence established that Plaintiff Poly-Med, Inc. is not "the Authority," there is no "Association," and it is not an "Owner."

In the Complaint, Plaintiffs alleged that only Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC were property owners within Clemson Research Park. (Compl. ¶¶ 24 & 27.) Plaintiffs further alleged that Poly-Med, Inc. merely leases its premises from each of these entities. (Compl. ¶ 28.) Defendant admitted each of these allegations. (Ans. ¶¶ 25, 28 & 29.)

The fact of Plaintiffs' specific factual allegations regarding property ownership, which were admitted by Defendant, constitutes a judicial admission. A judicial admission is "[a] formal waiver of proof that relieves an opposing party from having to prove the admitted fact and bars the party who made the admission from disputing it." Black's Law Dictionary 54 (10th ed. 2014). "[A] judicial admission is conclusive in the case." Christian Legal Soc'y v. Martinez, 561 U.S. 661, 677-78 (2010). The effect of Plaintiffs' judicial admission regarding property ownership was

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not undone by the strange presentation of an unrecorded deed at trial, purporting to transfer ownership of property from PMI to Poly-Med. Accordingly, because it was beyond dispute that Poly-Med, Inc. was not an "Owner" of property at Clemson Research Park, it did not have standing to bring a claim against Defendant for breach of the covenants.

C. It was error for the Court to identify the implied covenant of good faith and fair dealing as a basis for the Judgment. Plaintiffs had never sought relief under a theory of the breach of the implied covenant of good faith and fair dealing; it was never raised in their pleadings, neither as the pleadings were initially framed, nor as they were amended at trial. Cf. Rule 8(a), SCRCP. There were no allegations or evidence of fraud, misrepresentation, or bad faith attributable to Defendant. (See O'Quinn v. Beach Assocs., 272 S.C. 95, 249 S.E.2d 734 (1978). Even if Plaintiffs had pleaded this theory, Plaintiffs were not entitled to relief thereunder by virtue of their own conduct in being in breach of the Covenants. See Swinton Creek Nursery v. Edisto Farm Credit, 334 S.C. 469, 487, 514 S.E.2d 126, 135 (1999) (affirming dismissal of action for breach of the duty of good faith and fair dealing due to plaintiff's own condition of default under the pertinent contract) (citing Parks v. Lyons, 219 S.C. 40, 48, 64 S.E.2d 123, 126 (1951)). And, as a matter of law, it cannot be a breach of the duty of good faith and fair dealing for a party to a contract to do what it is allowed to do under the terms of the contract or the law. See, e.g., Adams v. G.J. Creel & Sons, Inc., 320 S.C. 274, 465 S.E.2d 84 (1995); TRB Mellichamp LLC v. Concrete Supply Co., C.A. No. 2:20-cv-04413, at *4 (D.S.C. June 11, 2021) (citing Calcaterra v. City of Columbia, 315 S.C. 196, 432 S.E.2d 498 (Ct. App. 1993)).

D. It was error for the Court to identify the possibility of the existence of a fiduciary duty as a potential basis for the Judgment. Plaintiffs had never sought relief under a theory of breach of fiduciary duty; it was never raised in their pleadings, neither as the pleadings were

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initially framed, nor as they were amended at trial. See, e.g., Crocker v. Crocker, 281 S.C. 154, 157-58, 314 S.E.2d 343, 346 (Ct. App. 1984) ("A judgment or decree, whether in law or equity, must accord with and be warranted by the pleadings of the party in whose favor it is rendered. If it is not supported by the theory of action on which the pleadings were framed, it is fatally defective.") (citations omitted).

E. If it were proper for the Court to consider Defendant's liability under the unraised theories of breach of the implied covenant of good faith and fair dealing and/or breach of fiduciary duty, it was error for the Court to not likewise consider the evidence of Defendant's affirmative defenses, specifically with regard to the business judgment rule, good faith, merger, waiver, and acquiescence, which were expressly asserted in Defendant's pleadings.

F. It was error for the Court to interpret the term "maintenance and upkeep," as it is used by the Covenants in connection with the fees at issue in this dispute, in an exceedingly narrow fashion, so as to pertain ostensibly only to payment for recurring landscaping and utility fees, particularly since the term "maintenance and upkeep" is not defined by the Covenants.

G. In similar fashion, it was error for the Court to neglect the provisions of Article VI, § 2, of the Covenants, which pertains to the uses that a property owners' association (once formed) can make of funds raised through annual assessments, which is pertinent to determining how Defendant may make use of funds acquired from property owners through the collection of annual fees.

H. It was error for the Court to hold that "[t]he fees charged for maintenance and upkeep were not intended to be a profit-making mechanism," in light of the uncontroverted testimony at trial that Defendant's predecessor(s)-in-interest had, for at least two decades, utilized

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annual fees collected from Clemson Research Park property owners for payment of monthly recurring management fees, as well as other general budgetary expenditures.

I. It was error for the Judgment to require Defendant to make any repayment of annual fees to Plaintiffs. As established by the Judgment, "Defendant had the unambiguous right to charge the prescribed [maintenance and upkeep fee]." Regardless of whether there are any parameters as to how Defendant may utilize the funds once collected, the fact remains that Defendant is entitled to collect the maintenance and upkeep fee (in an amount no greater than $300 per acre compounded 10% annually since 1986), and Plaintiffs are obligated to pay that amount. Therefore, because the payment of fees and the amount of those fees was in accordance with the Covenants, it is not appropriate that Plaintiffs receive a judgment ordering the return of those funds. Rather, assuming the Court's conclusion that $65,724.23 was improperly spent is correct, the funds should be repaid by Defendant to the maintenance and upkeep account of Defendant for future use in maintenance and upkeep, and not to any individual Plaintiff.

II. AN AWARD OF DEFENDANT'S ATTORNEYS' FEES AGAINST PLAINTIFFS

Article VI, § 5, of the Covenants provides that "the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees." When this action was commenced, the Complaint was comprised of five causes of action: (1) breach of restrictive covenants; (2) conversion; (3) unjust enrichment; (4) an accounting; and (5) for an injunction. Defendant brought just one counterclaim—for breach of the Covenants, arising from both the "temporary" trailers on Plaintiffs' property that had become permanent, as well as for Plaintiffs' threats that they would cease payment of their mandatory fee payment.

At trial, it was established that Plaintiffs would have discontinued paying fees but for Defendant's counterclaim. Consequently, at the close of trial, Defendant withdrew the portion of

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its claim for non-payment. However, Defendant proceeded on its claim against Plaintiffs that the "temporary" trailers constituted a breach of the Covenants, and it prevailed. Consistent with the Judgment, Plaintiffs will be prospectively enjoined from allowing the trailers to remain on their premises.

Plaintiffs' actions for conversion, unjust enrichment, and an injunction were dismissed under Rule 41(b); at summary judgment, an accounting was granted; Defendant was held liable for an implied breach of the Covenants, though on a basis that Plaintiffs never raised. At trial, Plaintiffs were allowed to amend their pleadings to assert that Defendant was under some obligation to transfer control of Clemson Research Park to a property owner's association, which was denied. Plaintiffs were ultimately awarded far less in damages than what they were ostensibly seeking, (see City of Folly Beach v. Atl. House Props., 321 S.C. 241, 467 S.E.2d 928 (1996)), on far fewer of their causes of action, and were denied injunctive relief—which was a cornerstone of their entire purpose for bringing this suit.

In light of these circumstances, and on balance, Defendant would respectfully submit that it ought to be regarded as the "prevailing party" for purposes of considering an award of contractual attorneys' fees.

"There are six factors to consider in determining an award of attorney's fees: (1) nature, extent, and difficulty of the legal services rendered; (2) time and labor devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) fee customarily charged in the locality for similar services; and (6) beneficial results obtained." Blumberg v. Nealco, 310 S.C. 492, 493, 427 S.E.2d 659, 660 (1993) (citation omitted). To that end, Defendant has submitted an attorneys' fee affidavit of its trial counsel. (See **Attachment A**.) Defendant would

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respectfully request the Court to make an evaluation of the foregoing factors, and to render a judgment in Defendant's favor for a reasonable amount of attorneys' fees.

III. AN AWARD OF COSTS UNDER RULE 54(D), SCRCP

For the reasons set out above, Defendant would ask that it be regarded as the "prevailing party" in this matter. In that connection, and pursuant to Rule 54(d), Defendant would also be entitled to recovery of costs that were necessarily incurred in the course of litigation. As explained in the undersigned's affidavit, (Att. A), the total amount of expenses sought is $3864.50, which is comprised of: (1) $317.40 for court-mandated filing fees; (2) $2140.00 for Defendant's share of mandatory mediation; and (3) $1407.10 for the costs of the transcripts of the depositions of Mr. Wagner and Mr. Shalaby. This is a true and accurate statement of the costs that Defendant incurred in the litigation of this matter, and were necessarily incurred.

WHEREFORE, Defendant respectfully requests an entry of an order granting the relief herein requested, and providing such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Defendant Research Park, LLC

November 16, 2023
Greenville, South Carolina

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ATTACHMENT A

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; TECHNOLOGY DRIVE 51, LLC; TECHNOLOGY DRIVE 52, LLC; and PMI PROPERTIES, LLC,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**AFFIDAVIT OF STEVEN EDWARD BUCKINGHAM, ESQ. IN SUPPORT OF DEMAND FOR ATTORNEYS' FEES & COSTS**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

PERSONALLY CAME BEFORE ME the Affiant, Steven Edward Buckingham, Esq., who, after being duly sworn, did state and/or affirm as follows:

1. I am over the age of eighteen (18) years, am of sound mind, am not under the influence of any substance that is likely to impair my ability to give testimony, and am competent to offer this statement.

2. I am an attorney based in Greenville, South Carolina, and regularly appear in the state and federal courts located within the State of South Carolina.

3. With regard to my professional background:

   a. I am a 2003 graduate of Furman University, from which I earned a B.A. in Political Science, *magna cum laude*, and through which I was inducted into Phi Beta Kappa;

   b. I am a 2006 graduate of the University of Richmond School of Law, from which I earned a J.D. During my time in law school, I served two years on the *University of Richmond Law Review*; my last year, I served as editor-in-chief of the *Law Review*;

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c. In November 2006, I was admitted to the Bar of the State of South Carolina; I am currently a member in good standing with the South Carolina Bar, and have maintained this status continuously since my admission;

d. Since my admission to the South Carolina Bar, I have also been admitted to practice before the United States District Court for the District of South Carolina, as well as the United States Court of Appeals for the Fourth Circuit;

e. From September 2006-August 2007, I served as a law clerk to the Honorable James R. Spencer, Chief United States District Judge for the Eastern District of Virginia;

f. Beginning in September 2007, I embarked on private practice in Greenville, South Carolina. I began my career with Nelson, Mullins, Riley & Scarborough, LLP, and later transitioned to Gallivan, White & Boyd, P.A.;

g. On January 1, 2016, I opened my own law firm in Greenville, The Law Office of Steven Edward Buckingham. I am presently employed with my firm as a sole practitioner;

h. I am certified as a mediator by the South Carolina Bar, and have also registered my certification with the Clerk's Office for the District of South Carolina;

i. Since 2013, I have been peer-rated by Martindale Hubbell with the "AV (Preeminent)" designation;

j. In 2014, I received the *Leadership in Law Award* from South Carolina Lawyers Weekly;

k. I am presently recognized by "Super Lawyers," "Best Lawyers," "The Best Lawyers in America," and *U.S. News & World Report* as a preeminent practitioner in South Carolina;

l. During 2019-2020, I served one term with the South Carolina Bar's House of Delegates;

m. From 2016 through 2022, I served on the Board of Directors for the Greenville Chamber of Commerce. While serving on the Board, from 2017 until 2021, I also served as the General Counsel for the Chamber; and,

n. Since 2012, I have been a member of the Haynsworth/Perry American Inn of Court. For most of that time, including the present, I have served on the Inn's executive committee. From September 2019 until September 2023, I served as the President of the Inn.

4. The most significant part of my practice involves representing small-and-medium sized businesses in business and commercial disputes. In this case, I was engaged to represent Defendant Research Park, LLC. This matter—though at times hotly contested—has been of ordinary complexity.

5. At the time of preparing this statement, my firm has invoiced Defendant for a total of 221.25 hours for this matter. I have attached true and accurate copies of invoices for this case submitted to Defendant, which have been redacted to remove items for which reimbursement is not sought through this motion. I am billing Defendant by the hour, and my hourly rate throughout the entirety of these proceedings has been $320. On only a few occasions has my assistant helped me with this case. Her hourly rate throughout the entirety of these proceedings has been $100. Together, the amount of time for which we are seeking reimbursement is 190.25 hours, or $58,560.

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6. I am familiar with the hourly rates charged in and around Greenville, South Carolina by legal practitioners for business and commercial disputes, and affirm that the hourly rate represented above is consistent with hourly rates charged by other such practitioners, particularly in light of my age, experience, and qualifications.

7. Additionally, Defendant incurred a significant amount of expense as a consequence of these proceedings. The amount of expenses paid by Defendant as a consequence of these proceedings are, as of the date of this statement, $3864.50. This is comprised of the following elements: (1) court-imposed filing fees, $317.40; (2) Defendant's share of mandatory mediation, $2140.00; and (3) fees for the deposition transcripts of Mr. Shalaby (Plaintiffs' representative) and Mr. Wagner (Defendant's representative). This is a true and correct statement of the costs that Defendant has incurred in furtherance of this litigation; and these costs were necessarily incurred.

8. I affirm, under penalty of perjury, that the foregoing statements of fact are true and accurate to the best of my knowledge, information, and belief.

FURTHER THE AFFIANT SAYETH NAUGHT.

Steven Edward Buckingham

SIGNED AND SUBSCRIBED BEFORE ME

Tammi Clemment
Signature of Notary

Tammi Clemment
Printed Name
Notary Public for the State of South Carolina
This 16th Day of November, 2023.

My Commission Expires: 11-12-2024

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The Law Office of Steven Edward Buckingham, LLC

16 Wellington Avenue
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INVOICE

Invoice No. 725
Date: 09/01/2021
Due On: 10/01/2021

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
08/09/2021	SEB	Telephone call with Mr. Coates about case; follow up call with Mr. Wagner re: same; review subpoena sent to Innovate Anderson.	0.50	$320.00	$160.00
08/12/2021	SEB	Analyze complaint and covenants; telephone call with plaintiff's counsel; follow up calls with Mr. Wagner.	2.50	$320.00	$800.00
08/20/2021	SEB	Prepare draft email to opposing counsel re: early resolution; send to Mr. Wagner for review and comment.	0.25	$320.00	$80.00
08/24/2021	SEB	Telephone call with Mr. Wagner; analyze complaint to determine procedural response.	0.50	$320.00	$160.00
08/25/2021	SEB	Evaluate complaint for technical sufficiency of pleading; telephone call with Mr. Wagner to discuss immediate case strategy.	0.75	$320.00	$240.00
08/26/2021	SEB	Preparation of draft of motion to dismiss; send to Mr. Wagner for review and comment.	4.50	$320.00	$1,440.00
08/31/2021	SEB	Preparation of revisions to motion to dismiss; send to Mr. Wagner for review and comment.	0.50	$320.00	$160.00
			Quantity Subtotal		**9.5**

Quantity Total	**9.5**
Subtotal	**$3,040.00**
Total	**$3,040.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
725	10/01/2021	$3,040.00	$0.00	$3,040.00
			Outstanding Balance	**$3,040.00**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$3,040.00**

If you are paying by check, please make all amounts payable to: The Law Office of Steven Edward Buckingham, LLC. Payment of this invoice is due upon receipt.

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The Law Office of Steven Edward Buckingham, LLC

16 Wellington Avenue
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INVOICE

Invoice No. 748
Date: 10/01/2021
Due On: 11/01/2021

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
09/03/2021	SEB	Finalize and file motion to dismiss.	0.25	$320.00	$80.00
09/14/2021	SEB	Telephone conversation with Mr. Bach re: Innovate subpoena response; follow up conversation with Mr. Wagner re: same.	0.50	$320.00	$160.00
			Quantity Subtotal		**0.5**
			Services Subtotal		**$240.00**

Expenses

Date	Description	Quantity	Rate	Total
09/03/2021	Filing fee for motion to dismiss.	1.00	$31.74	$31.74
		Expenses Subtotal		**$31.4**

Quantity Total	**0.5**
Subtotal	**$21.4**
Total	**$21.4**

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Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
725	10/01/2021	$3,040.00	$0.00	$3,040.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
748	11/01/2021	$271.74	$0.00	$271.74
			Outstanding Balance	**$3,311. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$3,311. 4**

If you are paying by check, please make all amounts payable to: The Law Office of Steven Edward Buckingham, LLC. Payment of this invoice is due upon receipt.

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The Law Office of Steven Edward Buckingham, LLC

16 Wellington Avenue
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INVOICE

Invoice No. 768
Date: 11/01/2021
Due On: 12/01/2021

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
10/22/2021	SEB	Study Plaintiffs' memorandum in opposition to the motion to dismiss in preparation for hearing on same.	0.50	$320.00	$160.00
			Quantity Subtotal		**0.5**
			Quantity Total		**0.5**
			Subtotal		**$160.00**
			Total		**$160.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
768	12/01/2021	$160.00	$0.00	$160.00
			Outstanding Balance	**$160.00**
			Amount in Trust	**$88.26**
			Total Amount Outstanding	**$ 1. 4**

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The Law Office of Steven Edward Buckingham, LLC

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INVOICE

Invoice No. 821
Date: 01/31/2022
Due On: 03/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
01/12/2022	SEB	Prepare responses to Plaintiffs' first set of discovery requests; send same to Mr. Wagner for review and comment.	3.50	$320.00	$1,120.00
01/19/2022	SEB	Travel to Anderson for hearing on motion to dismiss; conduct hearing; return to Greenville.	3.00	$320.00	$960.00
			Quantity Subtotal		**6.5**

Quantity Total	**6.5**
Subtotal	**$2,080.00**
Total	**$2,080.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
768	12/01/2021	$160.00	$88.26	$71.74

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
821	03/01/2022	$2,080.00	$0.00	$2,080.00

Outstanding Balance	**$2,151. 4**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$2,151. 4**

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INVOICE

Invoice No. 842
Date: 03/01/2022
Due On: 04/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
02/07/2022	SEB	Prepare draft answer and counterclaim; send to Mr. Wagner for review and comment.	4.50	$320.00	$1,440.00
02/08/2022	SEB	Finalize and file answer and counterclaim.	0.50	$320.00	$160.00
02/27/2022	SEB	Finalize discovery responses; send same to Mr. Coates.	2.75	$320.00	$880.00
02/28/2022	SEB	[redacted]	1.00	$320.00	$320.00
			Quantity Subtotal		**8.75**

Quantity Total	**8.75**
Subtotal	**$2,800.00**
Total	**$2,800.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
768	12/01/2021	$160.00	$88.26	$71.74
821	03/01/2022	$2,080.00	$0.00	$2,080.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
842	04/01/2022	$2,800.00	$0.00	$2,800.00
			Outstanding Balance	**$4,951. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$4,951. 4**

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INVOICE

Invoice No. 859
Date: 03/31/2022
Due On: 05/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
03/11/2022	SEB	Telephone call with Mr. Coates re: discovery.	0.25	$320.00	$80.00
03/14/2022	SEB	Analyze pleadings and discovery to begin drafting offensive discovery requests to Plaintiff; begin drafting same.	6.25	$320.00	$2,000.00
03/15/2022	SEB	Finalize draft discovery requests; send same to Mr. Wagner for review and comment.	3.50	$320.00	$1,120.00
03/21/2022	SEB	Finalize discovery requests and transmit same to Mr. Coates; update calendar deadlines accordingly.	0.25	$320.00	$80.00
03/24/2022	SEB	Telephone discussion with Mr. Wagner re: Plaintiffs' discovery follow up.	0.75	$320.00	$240.00
03/25/2022	SEB	Telephone call with Mr. Coates re: discovery responses and mediation; follow up call with Mr. Wagner re: same.	0.75	$320.00	$240.00
03/31/2022	SEB	Telephone discussion with Mr. Wagner re: budget for Research Park; prepare email to Mr. Coates with budget and explanation thereof.	0.75	$320.00	$240.00
			Quantity Subtotal		**12.5**

Quantity Total	**12.5**
Subtotal	**$4,000.00**
Total	**$4,000.00**

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Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
768	12/01/2021	$160.00	$88.26	$71.74
821	03/01/2022	$2,080.00	$0.00	$2,080.00
842	04/01/2022	$2,800.00	$0.00	$2,800.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
859	05/01/2022	$4,000.00	$0.00	$4,000.00
			Outstanding Balance	**$8,951. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$8,951. 4**

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INVOICE

Invoice No. 879
Date: 04/30/2022
Due On: 06/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
04/11/2022	SEB	Telephone call with Mr. Wagner about discovery responses and possible mediation.	0.50	$320.00	$160.00
04/25/2022	KS	[redacted]	0.25	$100.00	$25.00
04/25/2022	SEB	[redacted]	0.25	$320.00	$80.00
			Quantity Subtotal		**1.0**

Quantity Total	**1.0**
Subtotal	**$265.00**
Total	**$265.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
768	12/01/2021	$160.00	$88.26	$71.74
821	03/01/2022	$2,080.00	$0.00	$2,080.00
842	04/01/2022	$2,800.00	$0.00	$2,800.00
859	05/01/2022	$4,000.00	$0.00	$4,000.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
879	06/01/2022	$265.00	$0.00	$265.00
			Outstanding Balance	**$9,216. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$9,216. 4**

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INVOICE

Invoice No. 905
Date: 06/01/2022
Due On: 07/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
05/06/2022	KS	[redacted]	0.25	$100.00	$25.00
05/06/2022	SEB	[redacted]	0.25	$320.00	$80.00
05/06/2022	SEB	Exchange correspondence with Mr. Coates re: outstanding discovery (ours and theirs).	0.25	$320.00	$80.00
05/09/2022	SEB	Telephone call re: discovery with Mr. Coates.	0.50	$320.00	$160.00
05/16/2022	SEB	[redacted]	0.25	$320.00	$80.00
05/16/2022	KS	[redacted]	0.25	$100.00	$25.00
05/16/2022	SEB	Exchange communications with Mr. Coates re: discovery; telephone call with Mr. Wagner about same.	1.00	$320.00	$320.00
05/27/2022	KS	[redacted]	0.25	$100.00	$25.00
05/27/2022	SEB	[redacted]	0.25	$320.00	$80.00
05/31/2022	SEB	Review written discovery responses from Poly-Med et al.; identify deficiencies therewith; exchange correspondence with Mr. Coates about discovery status; request telephone call with Mr. Wagner.	5.50	$320.00	$1,760.00
			Quantity Subtotal		**8.75**
			Quantity Total		**8.75**

Subtotal	**$2,635.00**
Total	**$2,635.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
879	06/01/2022	$265.00	$48.26	$216.74

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
905	07/01/2022	$2,635.00	$0.00	$2,635.00

Outstanding Balance	**$2,851. 4**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$2,851. 4**

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INVOICE

Invoice No. 926
Date: 07/01/2022
Due On: 08/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
06/01/2022	SEB	Teleconference with Mr. Wagner re: discovery status.	1.00	$320.00	$320.00
06/02/2022	SEB	Teleconference with Mr. Coates re: mortgage payments.	0.50	$320.00	$160.00
06/03/2022	CE	[redacted]	4.50	$50.00	$225.00
06/06/2022	CE	[redacted]	7.00	$50.00	$350.00
06/07/2022	SEB	Telephone call with Mr. Coates to answer follow up questions about bank statements.	0.25	$320.00	$80.00
06/07/2022	CE	[redacted]	3.00	$50.00	$150.00
06/07/2022	CE	[redacted]	3.50	$50.00	$175.00
06/20/2022	KS	[redacted]	0.25	$100.00	$25.00
06/20/2022	SEB	[redacted]	0.25	$320.00	$80.00
		Quantity Subtotal			**20.25**

Quantity Total	**20.25**
Subtotal	**$1,565.00**
Total	**$1,565.00**

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Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
905	07/01/2022	$2,635.00	$83.26	$2,551.74

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
926	08/01/2022	$1,565.00	$0.00	$1,565.00
			Outstanding Balance	**$4,116. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$4,116. 4**

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INVOICE

Invoice No. 948
Date: 08/02/2022
Due On: 09/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
07/06/2022	SEB	Prepare motion for continuance and certificate of service; send same to Mr. Coates for review and comment.	0.50	$320.00	$160.00
07/08/2022	SEB	Finalize and file motion for continuance.	0.25	$320.00	$80.00
07/13/2022	SEB	Teleconference with Mr. Coates re: potential mediation.	0.50	$320.00	$160.00
07/22/2022	SEB	Telephone call with Mr. Wagner to discuss letter from property owner, larger litigation strategy, and condemnation action.	0.75	$320.00	$240.00
07/26/2022	SEB	Telephone call with Mr. Wagner to discuss covenants applicable to Research Park property.	0.75	$320.00	$240.00
07/27/2022	KS	[redacted]	0.25	$100.00	$25.00
07/27/2022	SEB	[redacted]	0.25	$320.00	$80.00
			Quantity Subtotal		**3.25**
			Services Subtotal		**$985.00**

Expenses

Date	Description	Quantity	Rate	Total
07/08/2022	Fee for filing motion for continuance.	1.00	$31.74	$31.74
		Expenses Subtotal		**$31.74**

Subtotal	**$1,016. 4**

01002

[redacted]

[redacted] [redacted]

Quantity Total	**3.25**
Subtotal	**$1,016. 4**
Total	**$1,016. 4**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
905	07/01/2022	$2,635.00	$83.26	$2,551.74
926	08/01/2022	$1,565.00	$0.00	$1,565.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
948	09/01/2022	$1,016.74	$0.00	$1,016.74

Outstanding Balance	**$5,133.48**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$5,133.48**

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INVOICE

Invoice No. 965
Date: 09/01/2022
Due On: 10/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
08/12/2022	SEB	Call with Mr. Coates re: mediation scheduling.	0.25	$320.00	$80.00
08/22/2022	KS	[redacted]	0.25	$100.00	$25.00
08/22/2022	SEB	[redacted]	0.25	$320.00	$80.00
08/29/2022	SEB	Telephone call with Mr. Wagner to discuss motion to compel and teleconference with general counsel.	0.25	$320.00	$80.00
08/31/2022	KS	[redacted]	0.25	$100.00	$25.00
08/31/2022	SEB	[redacted]	0.25	$320.00	$80.00
08/31/2022	SEB	Prepare for hearing on motion to compel; travel to Anderson; conduct court hearing; return from Anderson; debrief with Mr. Wagner.	5.50	$320.00	$1,760.00
			Quantity Subtotal		**7.0**

Quantity Total	**7.0**
Subtotal	**$2,130.00**
Total	**$2,130.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
965	10/01/2022	$2,130.00	$0.00	$2,130.00
			Outstanding Balance	**$2,130.00**
			Amount in Trust	**$366.52**
			Total Amount Outstanding	**$1, 63.48**

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INVOICE

Invoice No. 985
Date: 10/03/2022
Due On: 11/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
09/30/2022	SEB	Preparation of subpoena to EPC; preparation of supplemental discovery responses; preparation of deficiency correspondence to Mr. Coates; telephone call with Mr. Wagner re: same.	6.50	$320.00	$2,080.00
			Quantity Subtotal		**6.5**
			Quantity Total		**6.5**
			Subtotal		**$2,080.00**
			Total		**$2,080.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
965	10/01/2022	$2,130.00	$366.52	$1,763.48

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
985	11/01/2022	$2,080.00	$0.00	$2,080.00
			Outstanding Balance	**$3,843.48**

Amount in Trust	**$0.00**
Total Amount Outstanding	**$3,843.48**

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INVOICE

Invoice No. 1010
Date: 11/01/2022
Due On: 12/01/2022

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
10/03/2022	SEB	Prepare initial draft of town hall invitation letter to property owners; send same to Mr. Wagner for review and comment.	1.00	$320.00	$320.00
10/07/2022	SEB	Telephone call with Mr. Coates re: scheduling and discovery responses.	0.25	$320.00	$80.00
10/14/2022	SEB	Review and comment on proposed order re: trial scheduling.	0.25	$320.00	$80.00
10/18/2022	SEB	Telephone call with Mr. Wagner to discuss discovery follow up; prepare and send email to Mr. Coates re: same.	0.75	$320.00	$240.00
10/19/2022	SEB	Follow up telephone call with Mr. Coates re: discovery.	0.25	$320.00	$80.00
10/25/2022	SEB	Telephone call with Mr. Coates re: outstanding discovery items.	0.50	$320.00	$160.00
10/26/2022	SEB	Telephone call with Mr. Wagner re: discovery and subpoena response from EPC.	0.25	$320.00	$80.00
10/31/2022	KS	[redacted]	0.25	$100.00	$25.00
10/31/2022	SEB	[redacted]	0.25	$320.00	$80.00
			Quantity Subtotal		**3.75**

Quantity Total	**3.75**
Subtotal	**$1,145.00**
Total	**$1,145.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1010	12/01/2022	$1,145.00	$0.00	$1,145.00
			Outstanding Balance	**$1,145.00**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,145.00**

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INVOICE

Invoice No. 1041
Date: 12/01/2022
Due On: 01/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
11/14/2022	KS	[redacted]	0.25	$100.00	$25.00
11/14/2022	SEB	[redacted]	0.25	$320.00	$80.00
		Quantity Subtotal			**0.5**

Quantity Total	**0.5**
Subtotal	**$105.00**
Total	**$105.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1010	12/01/2022	$1,145.00	$0.00	$1,145.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1041	01/01/2023	$105.00	$0.00	$105.00

Outstanding Balance	**$1,250.00**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$1,250.00**

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INVOICE

Invoice No. 1080
Date: 02/01/2023
Due On: 03/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
12/02/2022	SEB	Telephone call with Mr. Wagner re: proposed mediation; follow up exchanges with Plaintiffs' counsel re: mediation and outstanding discovery.	0.50	$320.00	$160.00
01/11/2023	KS	[redacted]	0.25	$100.00	$25.00
01/11/2023	SEB	[redacted]	0.25	$320.00	$80.00
01/12/2023	SEB	Call with Mr. Wagner re: upcoming mediation.	0.50	$320.00	$160.00
01/27/2023	SEB	Telephone call with Mr. Coates to discuss upcoming mediation; telephone call with Mr. Wagner to discuss same.	0.50	$320.00	$160.00
01/31/2023	SEB	Prepare for and attend mediation.	11.75	$320.00	$3,760.00
			Quantity Subtotal		**13.75**
			Services Subtotal		**$4,345.00**

Expenses

Date	Description	Quantity	Rate	Total
01/31/2023	Fee to Mr. Englebardt for mediation.	1.00	$2,140.00	$2,140.00
		Expenses Subtotal		**$2,140.00**

Quantity Total **13.75**

Subtotal	**$6,485.00**
Total	**$6,485.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1010	12/01/2022	$1,145.00	$0.00	$1,145.00
1041	01/01/2023	$105.00	$0.00	$105.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1080	03/01/2023	$6,485.00	$0.00	$6,485.00

Outstanding Balance	**$, 35.00**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$, 35.00**

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The Law Office of Steven Edward Buckingham, LLC

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INVOICE

Invoice No. 1100
Date: 03/01/2023
Due On: 04/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
02/01/2023	SEB	Telephone call with Mr. Wagner re: strategy moving forward; telephone call with Mr. Vanderbloemen re: email from Mr. Wagner.	0.50	$320.00	$160.00
02/08/2023	SEB	Telephone calls with Mr. Wagner re: follow up discussions with Mr. Coates and Mr. Zubi; participate in settlement follow up call with Mr. Coates and Mr. Zubi.	1.50	$320.00	$480.00
02/09/2023	SEB	Telephone call with Mr. Wagner re: settlement discussions; prepare and send email re: same to Mr. Coates and Mr. Zubi.	1.00	$320.00	$320.00
02/13/2023	SEB	Telephone call with Mr. Coates.	0.50	$320.00	$160.00
02/14/2023	SEB	Telephone call with Mr. Wagner; prepare and file motion for continuance of trial.	1.50	$320.00	$480.00
02/17/2023	KS	[redacted]	0.25	$100.00	$25.00
02/17/2023	SEB	[redacted]	0.25	$320.00	$80.00
02/20/2023	SEB	Telephone call with Mr. Coates re: case status.	0.25	$320.00	$80.00
02/24/2023	SEB	Teleconference with Mr. Wagner re: case status.	0.25	$320.00	$80.00
			Quantity Subtotal		**6.0**
			Services Subtotal		**$1,865.00**

Expenses

Date	Description	Quantity	Rate	Total
02/14/2023	Filing fee for motion for continuance.	1.00	$31.74	$31.74
			Expenses Subtotal	**$31. 4**
			Quantity Total	**6.0**
			Subtotal	**$1,896. 4**
			Total	**$1,896. 4**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1100	04/01/2023	$1,896.74	$0.00	$1,896.74
			Outstanding Balance	**$1,896. 4**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,896. 4**

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INVOICE

Invoice No. 1123
Date: 04/03/2023
Due On: 05/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
03/08/2023	SEB	Call with Mr. Coates re: trial calendar.	0.25	$320.00	$80.00
03/13/2023	KS	[redacted]	0.25	$100.00	$25.00
03/13/2023	SEB	[redacted]	0.25	$320.00	$80.00
03/22/2023	SEB	Telephone call with Mr. Wagner to discuss outcome of town hall meeting: phone call with Mr. Coates re: same.	0.50	$320.00	$160.00
03/24/2023	SEB	Prepare and file motions to continue hearing date beyond April 5, 2023 and to remove case from jury trial roster.	1.00	$320.00	$320.00
03/29/2023	KS	[redacted]	0.25	$100.00	$25.00
03/29/2023	SEB	[redacted]	0.25	$320.00	$80.00
			Quantity Subtotal		**2.75**
			Services Subtotal		**$770.00**

Expenses

Date	Description	Quantity	Rate	Total
03/24/2023	Fee for motions for continuance and removal from jury trial roster.	1.00	$57.36	$57.36
		Expenses Subtotal		**$57.36**

Quantity Total	**2. 5**
Subtotal	**$82 .36**
Total	**$82 .36**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1123	05/01/2023	$827.36	$0.00	$827.36
			Outstanding Balance	**$82 .36**
			Amount in Trust	**$103.26**
			Total Amount Outstanding	**$ 24.10**

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INVOICE

Invoice No. 1158
Date: 06/05/2023
Due On: 07/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
04/11/2023	CE	[redacted]	2.00	$50.00	$100.00
04/14/2023	KS	[redacted]	0.25	$100.00	$25.00
04/14/2023	SEB	[redacted]	0.25	$320.00	$80.00
04/21/2023	CE	[redacted]	1.00	$50.00	$50.00
05/08/2023	SEB	Preparation of motion for summary judgment and affidavit of Mr. Wagner; send same to Mr. Wagner for review and comment.	8.50	$320.00	$2,720.00
05/12/2023	SEB	Finalize and file motion for summary judgment.	0.50	$320.00	$160.00
05/15/2023	SEB	Prepare and file motion for continuance of hearing on cross-motions for summary judgment.	0.50	$320.00	$160.00
			Quantity Subtotal		**13.0**
			Services Subtotal		**$3,295.00**

Expenses

Date	Description	Quantity	Rate	Total
05/12/2023	Fee for filing motion for summary judgment.	1.00	$31.74	$31.74
05/15/2023	Filing fee for motion for continuance.	1.00	$31.74	$31.74

Expenses Subtotal	**$63.48**
Quantity Total	**13.0**
Subtotal	**$3,358.48**
Total	**$3,358.48**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1158	07/01/2023	$3,358.48	$0.00	$3,358.48
			Outstanding Balance	**$3,358.48**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$3,358.48**

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INVOICE

Invoice No. 1179
Date: 07/03/2023
Due On: 08/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
06/05/2023	SEB	Prepare and file motion to compel.	0.50	$320.00	$160.00
06/05/2023	KS	[redacted]	0.25	$100.00	$25.00
06/05/2023	SEB	[redacted]	0.25	$320.00	$80.00
06/14/2023	SEB	Assemble motions, memoranda, and exhibits for hearing on motions for summary judgment and to compel.	1.50	$320.00	$480.00
06/15/2023	SEB	Finish preparation for motions hearing; travel to Anderson; conduct hearing; advise Mr. Wagner re: same; return to Greenville.	5.25	$320.00	$1,680.00
06/16/2023	SEB	Teleconference with Mr. Wagner re: case status discussion.	0.75	$320.00	$240.00
06/19/2023	SEB	Telephone call with Mr. Wagner re: selection of accountant.	0.25	$320.00	$80.00
06/30/2023	SEB	Telephone calls with Mr. Coates and Mr. Wagner.	0.75	$320.00	$240.00
			Quantity Subtotal		**9.5**
			Services Subtotal		**$2,985.00**

Expenses

Date	Description	Quantity	Rate	Total
06/05/2023	Filing fee for motion to compel.	1.00	$31.74	$31.74

Expenses Subtotal	**$31. 4**
Quantity Total	**9.5**
Subtotal	**$3,016. 4**
Total	**$3,016. 4**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1158	07/01/2023	$3,358.48	$0.00	$3,358.48

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1179	08/01/2023	$3,016.74	$0.00	$3,016.74

Outstanding Balance	**$6,3 5.22**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$6,3 5.22**

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INVOICE

Invoice No. 1200
Date: 08/01/2023
Due On: 09/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
07/19/2023	SEB	Telephone call with Mr. Wagner re: settlement strategy; prepare and exchange correspondence with opposing counsel re: same.	0.75	$320.00	$240.00
07/24/2023	SEB	Telephone call with Mr. Wagner re: settlement offers / strategy.	0.50	$320.00	$160.00
07/26/2023	SEB	Telephone call with Mr. Wagner re: settlement.	0.50	$320.00	$160.00
07/31/2023	SEB	pload docs to obbs for accounting; telephone conversation with Mr. Wagner re: same.	1.00	$320.00	$320.00
			Quantity Subtotal		**2. 5**

Quantity Total	**2. 5**
Subtotal	**$880.00**
Total	**$880.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1158	07/01/2023	$3,358.48	$3,295.00	$63.48
1179	08/01/2023	$3,016.74	$0.00	$3,016.74

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1200	09/01/2023	$880.00	$0.00	$880.00
			Outstanding Balance	**$3,960.22**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$3,960.22**

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INVOICE

Invoice No. 1223
Date: 09/06/2023
Due On: 10/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Date	Attorney	Description	Quantity	Rate	Total
08/02/2023	SEB	Telephone call with Mr. Wagner re: settlement offer.	0.50	$320.00	$160.00
08/04/2023	SEB	Prepare and send settlement correspondence.	1.50	$320.00	$480.00
08/08/2023	SEB	Phone call with Mr. Wagner re: settlement response.	0.25	$320.00	$80.00
08/10/2023	SEB	Correspondence re: accounting; phone call with Mr. Morehead; follow up call with Mr. Wagner; follow up call with Mr. Morehead.	1.00	$320.00	$320.00
08/11/2023	SEB	Teleconference with Mr. Zubi re: depositions and settlement.	0.50	$320.00	$160.00
08/16/2023	SEB	Correspondence re: accounting.	0.50	$320.00	$160.00
08/22/2023	SEB	Correspondence from Mr. Wagner re: correspondence with Clemson.	0.25	$320.00	$80.00
08/23/2023	SEB	Exchange emails with Mr. Zubi re: issues related to accounting.	0.25	$320.00	$80.00
08/24/2023	SEB	Telephone discussion with Mr. Wagner re: case status; exchange emails with Mr. Zubi re: depositions.	0.50	$320.00	$160.00
08/28/2023	KS	[redacted]	0.25	$100.00	$25.00
08/28/2023	SEB	[redacted]	0.25	$320.00	$80.00
08/30/2023	SEB	Correspondence re: depositions.	0.25	$320.00	$80.00
08/31/2023	SEB	Correspondence re: depositions.	0.25	$320.00	$80.00
			Quantity Subtotal		**6.25**

Quantity Total	**6.25**
Subtotal	**$1,945.00**
Total	**$1,945.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1158	07/01/2023	$3,358.48	$3,295.00	$63.48
1179	08/01/2023	$3,016.74	$0.00	$3,016.74
1200	09/01/2023	$880.00	$0.00	$880.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1223	10/01/2023	$1,945.00	$0.00	$1,945.00

Outstanding Balance	**$5,905.22**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$5,905.22**

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INVOICE

Invoice No. 1250
Date: 09/29/2023
Due On: 11/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
09/01/2023	SEB	Prepare deposition notices for Plaintiffs.	1.50	$320.00	$480.00
09/04/2023	SEB	Finalize and send deposition notices.	0.50	$320.00	$160.00
09/05/2023	SEB	Review and analyze accounting; review documents proposed to be used for deposition; meet with Mr. Wagner to prepare for deposition.	3.75	$320.00	$1,200.00
09/06/2023	SEB	Participate in Mr. Wagner's deposition; meet with Mr. Wagner after to debrief and discuss.	4.25	$320.00	$1,360.00
09/12/2023	SEB	Coordinate court reporter for depositon.	0.25	$320.00	$80.00
09/13/2023	SEB	Meet with Mr. Wagner to prepare for PolyMed deposition; engage in preparation; call with Mr. Wagner; follow up call with Mr. Wagner.	3.25	$320.00	$1,040.00
09/14/2023	SEB	Prepare for Shalaby deposition; assemble exhibits; conduct deposition; debrief with Mr. Wagner; follow up on additional production with Mr. Zubi.	7.75	$320.00	$2,480.00
09/19/2023	SEB	Prepare proposed 30 b 6 topics for Innovate Anderson; send same to Mr. Bach.	0.50	$320.00	$160.00
09/26/2023	SEB	Prepare and transmit trial subpoenas.	2.75	$320.00	$880.00
09/27/2023	KS	Research Park trial preparations: printed and bound Wagner deposition for SEB review.	0.25	$100.00	$25.00
09/27/2023	SEB	Supplemental document production to Plaintiff.	0.25	$320.00	$80.00
09/28/2023	SEB	Call with Mr. Bach re: Innovate testimony and trial	0.50	$320.00	$160.00

		subpoena.			
09/29/2023	KS	Trial preparations : print Shalaby deposition and pleadings for SEB review.	0.75	$100.00	$75.00
09/29/2023	SEB	Call with Mr. Wagner re: trial preparations.	0.50	$320.00	$160.00
				Quantity Subtotal	**26. 5**
				Services Subtotal	**$8,340.00**

Expenses

Date	Description	Quantity	Rate	Total
09/27/2023	Transcript for Mr. Wagner's deposition.	1.00	$564.90	$564.90
			Expenses Subtotal	**$564.90**

Quantity Total	**26. 5**
Subtotal	**$8,904.90**
Total	**$8,904.90**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1158	07/01/2023	$3,358.48	$3,295.00	$63.48
1179	08/01/2023	$3,016.74	$0.00	$3,016.74
1200	09/01/2023	$880.00	$0.00	$880.00
1223	10/01/2023	$1,945.00	$0.00	$1,945.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1250	11/01/2023	$8,904.90	$0.00	$8,904.90
			Outstanding Balance	**$14,810.12**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$14,810.12**

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INVOICE

Invoice No. 1272
Date: 11/02/2023
Due On: 12/01/2023

Research Park, LLC

01001

Poly-Med, Inc. v. Research Park, LLC

Services

Date	Attorney	Description	Quantity	Rate	Total
10/02/2023	KS	[redacted]	0.25	$100.00	$25.00
10/02/2023	SEB	[redacted]	0.25	$320.00	$80.00
10/04/2023	SEB	Telephone call with Mr. Coates re: trial logistics.	0.25	$320.00	$80.00
10/05/2023	SEB	Meet with Mr. Wagner and Mr. Wooles; trial preparations.	5.75	$320.00	$1,840.00
10/06/2023	SEB	Preparation of exhibit and witness lists; submit same; trial preparations.	3.25	$320.00	$1,040.00
10/09/2023	SEB	Trial preparations; meet with Mr. Wagner; prepare examination outlines and deposition disclosures.	13.25	$320.00	$4,240.00
10/10/2023	SEB	Final trial preparations; travel to Anderson; conduct Day 1 of trial; return.	12.75	$320.00	$4,080.00
10/11/2023	SEB	Prepare for trial Day 2; travel to Anderson; conduct trial; debrief with Mr. Wagner; return.	8.50	$320.00	$2,720.00
10/12/2023	SEB	Re-organize after trial; exchange multiple items of correspondence with Mr. Zubi, Mr. Wagner, and court re: post-trial issues; assemble deposition designations for submission to court.	4.25	$320.00	$1,360.00
10/13/2023	SEB	Review Plaintiffs' deposition counterdesignations; prepare and send correspondence to court with deposition designations; request trial transcript.	0.75	$320.00	$240.00
10/27/2023	SEB	Prepare and file answer to amended complaint and motion to	1.75	$320.00	$560.00

strike.	
Quantity Subtotal	**51.0**
Services Subtotal	**$16,265.00**

Expenses

Date	Description	Quantity	Rate	Total
10/02/2023	[redacted]	1.00	$600.00	$600.00
10/04/2023	Fee for Shalaby transcript.	1.00	$842.20	$842.20
10/13/2023	[redacted]	1.00	$1,740.00	$1,740.00
10/27/2023	Fee for filing motion to strike.	1.00	$31.74	$31.74
10/27/2023	[redacted]	1.00	$31.74	$31.74
	Expenses Subtotal			**$3,245.68**

Quantity Total	**51.0**
Subtotal	**$19,510.68**
Total	**$19,510.68**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1272	12/01/2023	$19,510.68	$0.00	$19,510.68
			Outstanding Balance	**$19,510.68**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$19,510.68**

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; TECHNOLOGY DRIVE 51, LLC; TECHNOLOGY DRIVE 52, LLC; and PMI PROPERTIES, LLC,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants.	)	
vs.	)	AFFIDAVIT OF KIRK MOORHEAD, ESQ. IN SUPPORT OF DEMAND FOR ATTORNEYS' FEES & COSTS
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

PERSONALLY CAME BEFORE ME the Affiant, Kirk Moorhead, Esq., who, after being duly sworn, did state and/or affirm as follows:

1. I am over the age of eighteen (18) years, am of sound mind, am not under the influence of any substance that is likely to impair my ability to give testimony, and am competent to offer this statement.

2. I am an attorney based in Anderson, South Carolina. I am a 1984 graduate of TL Hanna High School, a 1988 graduate of the University of South Carolina, and a 1994 graduate of the Cumberland School of Law at Samford University. I have been a member in good standing of the South Carolina Bar since 1994, and my practice focuses primarily on trial work. I am also a member of the American Board of Trial Advocates (ABOTA) and a member of the South Carolina Association for Justice (SCAJ). I have previously served on the Board of Governors for SCAJ.

3. Shortly before this case proceeded to trial, I was engaged by Defendant Research Park, LLC as adjunct trial counsel. In that connection, I spoke about the factual and procedural history of this case at length with Mr. Buckingham, and I reviewed the more substantive filings

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that had been made in the case on the publicly available docket. I also consulted with Mr. Buckingham as the trial date approached, and I was present for the entirety of both days of trial.

4. In connection with Defendant's request for the reimbursement of attorneys' fees as provided by the covenants, conditions, and restrictions of the Clemson Research Park, I have also reviewed the invoices submitted by Mr. Buckingham to Defendant. I understand that Defendant is asking for reimbursement of fees paid for a total of 190.25 hours, the vast majority of which were reported by Mr. Buckingham personally for his work on this matter. I also understand that Mr. Buckingham's hourly rate for the entirety of this representation was $320, and that the hourly rate of his assistant for the entirety of the representation was $100.

5. In my opinion and experience, these hourly rates are reasonable and consistent with market rates in the Anderson community, particularly in light of Mr. Buckingham's education, reputation, and experience. I have known Mr. Buckingham for about 5 years. It is my perception that he enjoys a favorable and respected reputation within the Bar, particularly as a trial lawyer for business disputes. Therefore, it is my opinion that the hourly rate Mr. Buckingham charged Defendant for his work on this case is in line with rates that could be charged by similar lawyers doing similar work in this community.

6. It is also my opinion that the 190.25 hours Mr. Buckingham has reported as the time attributed to this case is reasonable. From my review of the docket and the time entries, this case was commenced in the latter half of 2021. The docket reveals a fairly ordinary procedural history—an early motion to dismiss, pleadings with claims and counterclaims, some wrangling over discovery, mediation, and cross-motions for summary judgment. It is my understanding that only two depositions were taken in the case, and that only a handful of subpoenas were ever issued.

Once trial preparation, trial, and informal settlement discussions are considered, it is my belief that the time reported by Mr. Buckingham is reasonable and appropriate.

7. I have also reviewed the amount of litigation costs for which Defendant seeks reimbursement, totaling $3864.50. It is my understanding that the amount of these costs is derived exclusively from motion filing fees, mediation costs, and deposition transcript fees. As I mentioned above, only two depositions were taken in this case, and they were of the representatives of the parties. These, as far as I can tell, are the only costs involved in this litigation that have any flexibility: mediation is mandatory, as is the cost of filing motions. Accordingly, it is my opinion that the amount of the costs paid by Defendant is reasonable and was necessarily incurred.

8. Likewise, it is my opinion that the amount of attorneys' fees Defendant seeks in reimbursement under the covenants--$58,560.00—is reasonable under the totality of circumstances.

9. I affirm, under penalty of perjury, that the foregoing statements of fact are true and accurate to the best of my knowledge, information, and belief.

FURTHER THE AFFIANT SAYETH NAUGHT.

J. Kirkman Moorhead

SIGNED AND SUBSCRIBED BEFORE ME

Signature of Notary

Printed Name

VIKKI R. BROOKS
Notary Public, State of South Carolina
My Commission Expires 3/10/2027

Notary Public for the State of South Carolina
This 16 Day of November, 2023.

My Commission Expires: 3/10/2027

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S SUPPLEMENTAL BRIEF REGARDING REMOVAL OF PLAINTIFFS' TRAILERS**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

Pursuant to the Court's order of November 6, 2023, Defendant respectfully submits this memorandum regarding the amount of time that should be deemed "reasonable" for Plaintiffs to remove the non-conforming temporary trailers from their premises. Consistent with the following authorities, Defendant would suggest that a "reasonable period of time" for Plaintiffs to accomplish the removal of their trailers would be ninety (90) days.

The pertinent covenants, conditions, and restrictions ("**the Covenants**") do not appear to establish any specific amount of time within which breaches must be cured generally. (See Covenants Art. XII § 2.) The only specific amount of cure-time referenced in the Covenants appears to be found in Article IV, Section 2, which provides that a property owner who does not meet the minimum percentage of scientist / engineer workforce must attain the required percentage within sixty (60) days of becoming non-conforming.

However, in preparing this memorandum, Defendant has come across two specific appellate decisions that provide some guidance. In Wynock v. Carroll, the Court of Appeals affirmed a permanent injunction issued by the circuit court that required portions of a parking garage built in derogation of applicable zoning standards to "be removed within 90 days from the

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date of [its] order." 289 S.C. 338, 339, 345 S.E.2d 503, 503 (Ct. App. 1986). In Hunnicutt v. Rickenbacker, the Supreme Court affirmed (with modification) an injunction that required the removal of a permanent structure built in violation of restrictive covenants within one hundred twenty (120) days. 268 S.C. 511, 234 S.E.2d 887 (1977). Defendant has not identified any other South Carolina cases regarding the removal of structures that do not conform with restrictive covenants, which also identify the amount of time a property owner has to remove such structures (though there are a number of cases that affirm injunctions for property removal but do not address the amount of time given to accomplish the removal).

WHEREFORE, in light of the contents of the Covenants and the guidance of the above-referenced appellate decisions, Defendant would respectfully suggest that a "reasonable amount of time" within which Plaintiffs must remove their non-conforming trailers from their premises is ninety (90) days.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

November 16, 2023
Greenville, South Carolina

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	**PLAINTIFFS' MOTION TO ALTER AND AMEND ORDER AND ISSUE FORMAL ORDER**

Pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure, the Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully move the Court to alter or amend its order of November 6, 2023 ("Order") and issue a formal order in the form attached hereto as Exhibit A. Language appearing in brackets in the attached explains Plaintiffs proposed additional rulings and the reasons therefor. While Plaintiffs do not believe the time periods forth in Rules 52 and 59 have begun to run (since the Order contemplates that a formal order and judgment will issue), the Plaintiffs file this motion out of an abundance of caution.

Conclusion

For the foregoing reasons, Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC request this Court amend or alter its Order and issue a formal order, in the form attached hereto as Exhibit A.

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Respectfully submitted,

CASSIDY COATES PRICE, P.A.

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Greenville, South Carolina
November 16, 2023

OF COUNSEL:

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EXHIBIT A

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

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Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the convenance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18.

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the

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SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent of, and Poly-Med's exclusive contact at, Innovate requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the

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Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

Over time, Mr. Ellis and Mr. Wagner spoke about Mr. Wagner's efforts to sell other Parcels in the Park. He told Mr. Ellis that the scientist and engineering employee requirement for ownership in the Park was unduly restrictive. Mr. Wagner suggested the Covenants may have to be amended as a result.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and

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upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaim that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Though discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When

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Defendant first open a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs' Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Following closing arguments at trial, the Court dismissed Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40

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acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres) in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution*." *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.,* 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

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> A contract includes not only what is expressly stated but also what is necessarily to be implied from the language used and external facts, such as the surrounding circumstances; and terms which may clearly be implied from a consideration of the entire contract are as much a part thereof as though plainly written on its face. In the absence of an express provision therefor, the law will imply an agreement by the parties to a contract to do and perform those things that according to reason and justice they should do in order to carry out the purpose for which the contract was made.
>
> *Id. (quoting* 17A C.J.S. Contracts s 328, pages 282—284); *Boddie-Noell Properties, Inc. v. 42 Magnolia P'ship,* 344 S.C. 474, 484, 544 S.E.2d 279, 284 (Ct. App. 2000), *aff'd as modified,* 352 S.C. 437, 574 S.E.2d 726 (2002).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold,* 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005). If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*,

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the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions, signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.[1]

[1] To the extent there is any ambiguity in the phrase "maintenance and upkeep" the ambiguity should be "interpreted strongly in favor of the non-drafting party," in this case, Poly-Med. *See S. Atl. Fin. Servs., Inc. v. Middleton*, 356 S.C. 444, 447 (2003) ("After all, the drafting party has the greater opportunity to prevent mistakes in meaning. It is responsible for any ambiguity and should be the one to suffer from its

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The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.,* p. 18.

The inclusion of these various items under allowable expenses for Assessments confirms that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant

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shortcomings.") (citing *Bazzle v. Green Tree Financial Corp.,* 351 S.C. 244, 262, 569 S.E.2d 349, 358 (2002), *vacated on other grounds,* 123 S.Ct. 2402, 156 L.Ed.2d 414 (2003). SCRA drafted the Covenants and are the only signatory to them. Defendant acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights. Because restrictive covenants run with the land, "they are enforceable by and against later grantees." *Kinard v. Richardson*, 407 S.C. 247, 257 (Ct. App. 2014).

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and not in the other confirms that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

Defendant's predecessor, the SCRA, was a public "corporation owned completely by the people of the state" created by the General Assembly "in order 'to promote the development of high technology industries and research facilities in South Carolina' and 'to enhance the research capabilities of [South Carolina's] public and private universities.'" *Nichols v. S.C. Rsch. Auth.,* 290 S.C. 415, 417, 351 S.E.2d 155, 156 (1986)(quoting S.C. Code Ann. § 13–17–70(8)); Plaintiffs' Exhibit 5, p. 1. The SCRA is "empowered to issue revenue bonds." *Nichols,* 290 S.C. at 418. As a result, the Authority had the means to pay for "Common Expenses" other than maintenance and upkeep from sources other than maintenance fees collected from Park Owners. The Owners' Association will have no source of funding other than Assessments. That is almost certainly one of the reason the Covenants specifically list a wide array of Common Expenses that may be paid by Assessment, while maintenance fees are merely "for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p. 17. Moreover, because the Authority is supposed to turn the Park over to an Association when a sufficient number of Park Parcels are sold, it is clear that the Authority's involvements in the Park was supposed to be temporary. Defendant is a private for-profit entity using its position as "Authority" to pay its own operational expenses and its Park acquisition costs through the collection of "maintenance" fees. That is clearly not what the SCRA intended when the Covenants were adopted.

Moreover, by becoming the Authority and assuming rights as Declarant under the terms of the Covenants, Defendants became the Park developer. As such, Defendant owned the Park Owners a fiduciary duty with respect to the common areas and the maintenance of them. *Walbeck v. I'On Co., LLC*, 439 S.C. 568, 585, 889 S.E.2d 537, 546 (2023), *reh'g denied* (July 26,

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2023)("Developers owe fiduciary duties to homeowners and homeowners' associations regarding common areas. . . . Specifically, common areas must be conveyed in good repair and if they are not, sufficient maintenance funds must be provided in tandem with the property conveyance.") "Establishing a breach of fiduciary duty has three elements: (1) existence of the relationship, (2) breach of the duty owed to the Plaintiff, (3) damages proximately resulting from that breach." *Id.* Plaintiffs have met that burden here. Charging maintenance fees in excess of those needed for maintenance and upkeep of the Park, and using such fees collected from Owners for purposes other than maintenance and upkeep, was a breach of the not only the Covenants, but also Defendant's fiduciary duty as Authority.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, are expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs were overcharged by $65,724.23 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the

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period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.]

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $65,724.23. [The Court finds that, for the years, 2018 to 2023, Poly-Med is entitled to damages in the amount of $74,001.41.] This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.

C. The Poly-Med Trailers

The Court also finds that the Poly-Med Trailers that were once considered temporary structures in accordance with the Covenants, have gone past the time period in which they can reasonable be considered temporary. As such, these trailers are in violation of the Covenants. As a result, the Trailers are ordered to be removed within [a reasonable period of time to be determined by the court following briefing by the parties].

[D. Award of Attorney's Fees

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Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.,* 395 P.2d 511, 514 (1964)); *Seckinger v. Vessel Excalibur,* 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997)

Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial has been devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."]

III. Order

Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint, in the amount of $65,724.23 [actually $74,001.41, plus interest pursuant to S.C. Code Ann. § 34-31-20(A) and Plaintiffs' costs and disbursements and reasonable attorneys' fees to be determined. Within fourteen (14) days of the date of this Order, Plaintiffs shall submit proof of

their costs and disbursements and reasonable attorneys' fees, the amount of which shall be subject to challenge by Defendant.]

Counts III of Plaintiffs' Amended Complaint for unjust enrichment was dismissed at trial as Plaintiffs have a remedy at law. Plaintiffs' have already prevailed on Count IV seeking an accounting. Judgment shall enter in favor of Defendant on Plaintiffs' claim for an injunction in Count V of the Amended Complaint.

Defendant's counterclaim for failure to make timely payments of maintenance fees was dismissed at trial. With respect to Defendant's remaining counterclaim, Poly-Med is ordered to remove the Trailers at 51 Technology Drive within [a reasonable period of time to be determined by the court following briefing by the parties].

IT IS SO ORDERED.

_____
LAWTON R. MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

_____, 2023
Greenville, South Carolina

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' BRIEF REGARDING REMOVAL OF TRAILERS AND MOTION FOR RECONSIDERATION**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

The Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, submit this brief and respectfully move the Court to reconsider its "Order Information" ("Order") requiring that Plaintiffs remove the modular office buildings ("Trailers") located at 51 Technology Drive 51 in the Clemson University Advanced Materials Center (the "Park"). In the alternative, for the reasons set forth below, Plaintiffs propose that "a reasonable time period to have the structures removed based on the circumstances of this case" is three (3) years. *See* Order.

I. The Court Should Reconsider Its Order Regarding Removal of the Trailers

Because removal of the trailers is not justified under the present facts, this Court should reconsider its Order that they be removed. In *Hunnicutt v. Rickenbacker*, a case cited by Defendant in Defendant's Supplemental Brief Regarding Removal of Plaintiffs Trailers ("Supplemental Brief") defendant began construction of commercial type buildings in violation of a restrictive covenant that the property was not to be used for commercial purposes. 268 S.C. 511, 514, 234 S.E.2d 887, 888 (1977). The trial court permanently enjoined defendants from the commercial use

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of the property and directed that a building constructed on the property by defendants be removed within one hundred twenty (120) days. *Id.* On appeal, the South Carolina Supreme Court ruled that while the permanent injunction was properly granted, the issuance of a mandatory injunction for the removal of the structure was not justified under the facts. *Id.* p. 515.

> The right to enforce a restrictive covenant is not limited to mere preventive action, but will, in a proper case, extend to requiring a defendant, by mandatory injunction, to repair an injury already done, or to remove a structure already erected . . . . However, it is not every case of a structure erected in violation of a restriction which will call for such relief. The issuance of a mandatory injunction depends upon the equities between the parties, and it rests in the sound judicial discretion of the court whether such an injunction should be granted. *Where a great injury will be done to the defendant, with very little if any to the plaintiff, the courts will deny equitable relief.*

Id. p. 515-516. (quoting 20 Am.Jur.2d, Covenants, etc., Section 328)(emphasis added).

Finding no bad faith on the part of the defendants, the mandatory injunction requiring the removal of the building from the property was reversed and the case was remanded to the lower court for the issuance of an order giving defendants the alternative of converting the structure to conform with the restrictions. *Id.* p. 517. In *Wynock v. Carroll*, the other case relied on by Defendant, the court ruled that "on application for injunctive relief, the court will, in the exercise of the wide discretion with which it is vested, take into consideration the relative inconvenience, hardship, or injury, which the parties will sustain by the granting or refusal of an injunction. 289 S.C. 338, 340, 345 S.E.2d 503, 504 (Ct. App. 1986).

In this case, before Defendant acquired the Park from Innovate Anderson, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent of, and Poly-Med's exclusive contact at Innovate, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology

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Drive in the Park. Mr. Ellis submitted drawings and specification with the email. Mr. Nelson gave his approval for the Trailers. Plaintiffs' Exhibits 24, 25 & 26.

Neither Innovate Anderson, nor Defendant, ever complained about the Trailers until after Plaintiffs filed this action. Plaintiff's first notice that Defendant had an issue with the Trailers was through Defendant's counterclaim. Affidavit of David Shalaby, ¶ 5. At trial, and in its Supplemental Brief, Defendant does not identify *any* harm suffered by it or any other Park owners as a result of the Trailers. Likewise, Defendant presented no evidence that the Trailers violate any Park rule or regulation. Likewise, Defendant offered no evidence or testimony that it, or anyone else, was dissatisfied with "the quality of materials, harmony of external design and size, [or] location" of the Trailers or other matters to be considered by the Authority or Design Review Committee under the Covenants including "the suitability" of the Trailers or materials of which they are built, "the appropriateness and harmony" of them in relation to improvements on contiguous or adjacent Parcels and "in relation to the general plan for the development of the Park," their "architectural merits," the effect of the Trailers "on the outlook from adjacent or neighboring Parcels" or any "other matters as may be deemed to be in the interest and benefit of the Owners of Parcels in the Park as a whole." Plaintiffs' Exhibit 5 (the Covenants), pp. 26-27. On the contrary, it is reasonable to infer that Defendant filed its counterclaim and sought an order for removal of the Trailers merely in retaliation for Plaintiffs bringing this action to enforce and/or out of spite.

Removing the trailers, moving the affected employees and providing them with new offices will be a substantial burden and expense for Poly-Med. Affidavit of David Shalaby, ¶ 7. There are currently forty (40) Poly-Med employees working in the trailers. *Id.*¶ 6. Without the trailers, Poly-Med does not have enough space for the employees in its current facilities in the Park. *Id.*¶ 8. While a small number of the forty (40) employees could potentially be relocated out of the

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Park, most of them support production in the building at 52 Technology Drive and/or need access to the laboratories in 51 Technology Drive. *Id.*¶ 9. When the trailers are removed, Poly-Med's critical need would be to expand its current building at 52 Technology Drive and continue to employ the forty (40) employees in the Park. *Id.*¶ 10.

Under the Covenants, Defendant would have to approve any such expansion. Plaintiffs' Exhibit 5 (the Covenants), p. 26. Given the animosity between Plaintiffs and Defendant, Defendant is not likely to approve any expansion by Plaintiffs or could call for plan revisions that make the expansion cost prohibitive. That would lead to a reduction in the number of Poly-Med employees in the Park - the exact opposite of the purpose and intent of the Covenants – "to promote the development of high technology industries and research facilities" and "bring about economic growth." *Id.* pp. 1-2. Because a great injury will be done to Plaintiffs, with no harm to Defendant," the Court should reconsider its Order and allow Plaintiffs to maintain the Trailers on their property. *See Hunnicutt*, 268 S.C. at 516.

II. In the Alternative, the Court Should Determine that Three Years is a Reasonable Period of Time for Removal of the Trailers

If the Court does not reconsider its Order with respect to the Trailers, it should give Poly-Med three (3) years to remove them so that Poly-Med can expand its permanent facilities in the Park and have its employees remain in the Park, where they are needed. Poly-Med previously looked into an expansion of its building at 52 Technology Drive, obtained approval for grading and received an estimate regarding the grading and construction cost. Affidavit of David Shalaby, ¶ 11. Those plans were put on hold pending a satisfactory outcome of the current litigation. *Id.* ¶ 10. It would most likely take Poly-Med four (4) months to obtain the $7 million needed for the expansion. *Id.*¶ 12. Poly-Med would need approximately one (1) year to obtain the necessary permits and to perform the grading work. *Id.*¶ 13. Constructing the building and fitting it for

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offices would take approximately one and one-half (1.5) years. *Id.*¶ 14. In addition to giving Poly-Med three (3) years to move its employees from the Trailers to an expansion at 52 Technology Drive, the Court should order Defendant to not unreasonably withhold approval of the expansion.

If Poly-Med is forced to remove the Trailers in less time than it will take to expand, its employees will have to be moved out of the Park. Again, that would be the exact opposite of what the Covenants intended. Moreover, moving the employees out of the Park would cause Poly-Med great harm given that most of them support production in the building at 52 Technology Drive and/or need access to the laboratories in 51 Technology Drive. *Id.*¶ 9.

In support of its argument that Poly-Med should remove the trailers within just ninety (90) days, Defendant relies solely on *Hunnicutt* and *Wynock.* The facts of both those cases are clearly distinguishable. In *Hunnicutt*, the defendants admitted that they had notice of the restrictive covenant prohibiting commercial use of the property before construction of the commercial type building and continued construction over plaintiffs' objection. 268 S.C. at 514. The defendants never sought or obtained approval for the building. *Id.* Moreover, the order requiring removal of the building from the property within one hundred and twenty (120) days was reversed and the case was remanded to the lower court for the issuance of an order giving defendants the alternative of converting the structure to conform with the restrictions. *Id.* p. 517.

In this case, Plaintiffs received express approval for the Trailers. There was never any objection to them from Defendant or its predecessor Park Authority, until Defendant filed its counterclaim in this action. There was no evidence at trial that anyone, including Defendant, is being harmed by the Trailers in any way, while Poly-Med will suffer great harm through their removal in less than three (3) years.

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Wynock is clearly distinguishable in that it does not involve restrictive covenants at all. In that case, defendant constructed a parking facility in violation of the city's zoning and building ordinances. 289 S.C. at 339. During construction, when only a quarter of the parking facility had been completed, the plaintiffs and the City of Myrtle Beach advised the defendant that the parking ramp was too close to the plaintiffs' motel in violation of the 15-foot set-back requirements of the city. The defendant completed construction anyway. *Id.* pp. 339–40. The court did not order removal of the entire parking structure within 90 days, but only those portions within a 15-foot set-back line from the common property line between the parties. *Id.* p. 339.

This case does not involve violations of zoning and building ordinances. Again, Plaintiff received express permission to install the trailers and there was no objection or claim that they violated the Covenants until Defendant filed its counterclaim in response to Plaintiffs' complaint.[1]

CONCLUSION

For the foregoing reasons, Plaintiffs request that the Court reconsider its Order requiring that Plaintiffs remove the Trailers. In the alternative, Plaintiffs request that they be given three (3) years, from the date of the Court's final order, to remove the Trailers.

[1] It is worth noting that Plaintiffs made several attempts to obtain an accounting and resolve the maintenance fee issue before suit was filed. Plaintiffs' Exhibits 18, 19, 20, 21 & 22. Defendant refused to disclose what it was doing with the maintenance fees it is receiving from Plaintiffs and other owners leaving Plaintiffs no alternative but to file this action. *See* Plaintiffs' Exhibits 20 & 22. Conversely, Defendant made no pre-suit mention of any concern about the Trailers or any attempt to resolve the issue before filing its counterclaim.

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Respectfully submitted,

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Greenville, South Carolina
November 22, 2023

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	**AFFIDAVIT OF DAVID SHALABY**

David Shalaby, a natural person of legal age with a business address of 51 Technology Drive, Anderson, South Carolina, hereby deposes and says:

1. I am the President of Plaintiff Poly-Med, Inc. ("Poly-Med").

2. Poly-Med designs, develops and manufactures custom absorbable polymers, biomedical materials, and products made from them, for use in medical, pharmaceutical and biotechnology applications.

3. Poly-Med's offices are located in Clemson University Advanced Materials Center (the "Park") at 51 Technology Drive and at 52 Technology Drive.

4. The "trailers" (more accurately modular office buildings) at issue in this case are located at 51 Technology Drive.

5. As I testified at trial, neither the Defendant, nor its predecessor Innovate Anderson (who gave approval for the trailers), ever complained about the trailers until Defendant filed its counterclaim in this action.

6. There are currently forty (40) Poly-Med employees working in the trailers.

7. Removing the trailers, moving the affected employees, and providing them with new offices will be a substantial burden and expense for Poly-Med.

8. Without the trailers, Poly-Med does not have enough space for the employees in its current facilities in the Park.

9. While a small number of the forty (40) employees could potentially be relocated out of the Park, most of them support production in the building at 52 Technology Drive and/or need access to the laboratories in 51 Technology Drive.

10. When the trailers are removed, Poly-Med's critical need would be to expand its current building at 52 Technology Drive and continue to employ the forty (40) employees in the Park. These plans were put on hold pending a satisfactory outcome of the current litigation.

11. Poly-Med has previously looked into such an expansion, obtained approval for grading and received an estimate regarding the grading and construction cost.

12. It would most likely take Poly-Med four (4) months to obtain the $7 million needed for the expansion.

13. Poly-Med would need approximately one (1) year to obtain the necessary permits and to perform the grading work.

14. Constructing the building and fitting it for offices would take approximately one and one-half (1.5) years.

15. I affirm, under penalty of perjury, that the foregoing statement of facts is true and accurate to the best of my knowledge, information and belief.

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Further, the Affidavit Sayeth Naught.

David Shalaby

Signed and Subscribed Before Me

Signature of Notary

Lisa M. Burdette
Printed Name
Notary Public for the State of South Carolina
This 21st Day of November, 2023

My Commission Expires

LISA M. BURDETTE
Notary Public-State of South Carolina
My Commission Expires
April 30, 2031

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S MEMORANDUM IN RESPONSE TO PLAINTIFFS' BRIEF REGARDING A "REASONABLE AMOUNT OF TIME" TO REMOVE THEIR NON-COMPLIANT TRAILERS**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

Research Park, LLC, Defendant, by and through its undersigned counsel, respectfully submits this Memorandum in Response to Plaintiffs' brief regarding what should constitute a "reasonable amount of time" to remove non-compliant trailers from their premises.

Plaintiffs have suggested that 3 years is a "reasonable amount of time" for removal. After a fair amount of research, Defendant has not identified a single case from any jurisdiction—state or federal—in the United States that has ever held 3 years to be a "reasonable amount of time" to remove a structure that does not comply with restrictive covenants from a party's premises.

In fact, Defendant's research has not yielded a single case where 1 year—much less 3—was found to be reasonable.

The longest period of time that any court anywhere in the United States has apparently allowed a party to remove a non-compliant structure from their premises (at least, according to Defendant's research) is 6 months; the shortest is 30 days. Defendant is confident that, were the Court to order removal sometime between 1 and 6 months, that decision would be found to be an appropriate exercise of the Court's discretion.

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At the same time as filing this Memorandum, Defendant has filed a motion to strike the affidavit of David Shalaby, dated November 21, 2023, filed by Plaintiffs. For the reasons set out in that motion, the Court should decline to consider any information contained in that affidavit or based on it.

Very simply, Mr. Shalaby testified at trial. He could easily have testified to the contents of his affidavit while the record was still open. It is now closed. Regardless, Mr. Shalaby's testimony at trial on this matter would have allowed the undersigned to cross-examine him. And, if Mr. Shalaby could be crossed on the contents of his affidavit, the following information would have been elicited:

1. Plaintiffs have never received approval from Defendant to engage in any grading for an expansion on their premises, contrary to the assertions of Paragraph 11 of Mr. Shalaby's affidavit. Nor is Defendant aware of any permission that any Plaintiff has ever received from any of Defendant's predecessors-in-interest; and,
2. Mr. Shalaby's affidavit claims that, if their trailers are removed from their premises, Plaintiffs' business operations will be impaired. However, Plaintiffs neglected to advise the Court of two other premises that Poly-Med presently owns and uses—one in Powdersville and one in Liberty—which just-so-happens to support approximately 40 employees who "work in multiple locations."

(See Excerpts of Shalaby Dep., attached hereto as **Attachment A**, at 16:14-19:25.)

In short, the very employees that Plaintiffs claim will be affected by having to remove their trailers are already working elsewhere. There is no merit to Plaintiffs' claims of hardship, nor is there any good reason that Plaintiffs' "temporary" trailers can't be removed expeditiously.

In conclusion, Mr. Shalaby's affidavit—and the arguments based off its contents—should not be considered. Regardless, even if they are, a period of 3 years for Plaintiffs to come into compliance with the Covenants by removing their "temporary" trailers is not warranted or reasonable.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

November 27, 2023
Greenville, South Carolina

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION TO STRIKE AFFIDAVIT OF DAVID SHALABY AND REPLY IN SUPPORT OF BRIEF REGARDING REMOVAL OF TRAILERS**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

The Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully submit this Memorandum in Opposition to Defendant's Motion to Strike Affidavit of David Shalaby and Reply in Support of Plaintiffs' Brief Regarding Removal of Trailers.

A. Background

Following a bench trial, the Court ruled that Plaintiffs' office "trailers are in violation of the Covenants. As a result, the trailers are ordered to be removed within a reasonable time period." Form 4 – Order Information filed November 6, 2023 ("Order"). In the Order, the Court requested that the parties "brief the court on what should be considered a reasonable time period to have the structures removed based on the circumstances of this case." *Id.* Defendant filed a Supplemental Brief Regarding Removal of Plaintiffs' Trailers. On November 22, 2023, Plaintiffs filed a Brief Regarding Removal of Trailers and Motion for Reconsideration of that part of the Order that called for the removal. ("Brief"). Plaintiffs filed the Affidavit of David Shalaby in support of their Brief. Defendant now moves to strike the Shalaby Affidavit.

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B. Argument

This Court is free to, and should, consider the Shalaby Affidavit in deciding: (1) whether to reconsider its Order that the trailer be removed; and, if the Order is not vacated, (2) the time period for removal. In support of its Motion to Strike, Defendant points to subsection (a) of SCRCP Rule 43 to suggest that the Court may only consider evidence and testimony taken in open court. On the contrary, the Rule provides that "the testimony of witnesses shall be taken orally in open court, *unless otherwise provided by these rules*." SCRCP 43(a)(emphasis added). The Rule, which governs the "Conduct of Trial," also provides that "[w]hen a motion is based on facts not appearing of record the court may hear the matter on affidavits presented by the respective parties, but may direct that the matter be heard wholly or partly on oral testimony or depositions." SCRCP 43(e).

Likewise, to the extent the Court wishes to reopen the record for the limited purpose of considering this issue, it may certainly do so. "The decision whether to reopen a record for additional evidence is within the trial court's sound discretion and will not be disturbed on appeal absent an abuse of that discretion. The trial judge is endowed with considerable latitude and discretion in allowing a party to reopen a case." *Brenco v. S.C. Dep't of Transp.*, 377 S.C. 124, 127, 659 S.E.2d 167, 169 (2008)(citation omitted); *see also Myat v. Tuomey Reg'l Med. Ctr.*, 427 S.C. 601, 609, 832 S.E.2d 306, 310 (Ct. App. 2019).

The Court requested that the parties "brief the court on what should be considered a reasonable time period to have the structures removed based on the circumstances of this case." Order. At trial, the question of what constituted a reasonable period of time to remove the trailers did not come up and was not addressed, or anticipated, by the Plaintiff. Defendant likewise did not address the issue and, presumably, did not anticipate it either. The presentation of evidence,

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and arguments of counsel, focused on the question or whether written approval for the trailers was required under the Covenants and whether or not the applicable Park Authority gave approval for them.

In deciding whether to issue an injunction to enforce a restrictive covenant, the Court should consider the equities between the parties and the relative inconvenience, hardship, or injury, that will be sustained by the granting or refusal of an injunction. *Wynock v. Carroll*, 289 S.C. 338, 340, 345 S.E.2d 503, 504 (Ct. App. 1986); *Hunnicutt v. Rickenbacker*, 268 S.C. 511, 515-516, 234 S.E.2d 887, 888 (1977). The trial record is almost entirely devoid of any evidence or testimony upon which the Court may make a determination regarding a reasonable time period. That is most likely why the Court asked the parties to brief the issue.

While at the same time Defendant insists that the Court must strike the Shalaby Affidavit because it was not evidence or testimony taken in open Court, Defendant relies on, and attaches to its Response to Plaintiffs' Brief, excerpts from Mr. Shalaby's deposition. Just like the Shalaby Affidavit, the excerpts upon which Defendant relies were not taken in open court. Moreover, they were not among the deposition testimony designated by either party at trial. Exhibit A (Mr. Buckingham's 10/13/23 email to Court). Defendant cannot credibly maintain that this Court should strike the Shalaby Affidavit because it was not part of the trial record while at the same time relying on deposition testimony in support of its position that was also not part of the trial record. Moreover, in its Response, Defendant also states that it never gave Plaintiffs approval to engage in grading for expansion on their premise.[1] Defendant's Response, p. 2. Not only is this purported fact not part of the trial record, it is also not supported by any evidence, deposition testimony or affidavit.

[1] To be clear, the approval Poly-Med obtained that was referenced in the Shalaby Affidavit was from the county, not the Defendant. *See* Shalaby Affidavit, ¶ 11.

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While Defendant has taken the opportunity to rely on deposition testimony and unsupported facts that are not part of the trial record in support of its argument for removal of the trailers, it has still not identified *any* harm suffered by it or any other Park owner as a result of the trailers, or even suggested that they fail to meet any of the criteria to be considered regarding proposed improvements under the Covenants, such as suitability or harmoniousness. *See* Plaintiffs' Exhibit 5 (the Covenants), pp. 26-27.

Finally, Defendant points to deposition testimony from Mr. Shalaby in support of its argument that Plaintiffs would not suffer a hardship if the trailers are removed expeditiously. Mr. Shalaby testified that Poly-Med has a production facility in Powdersville at which 25 employees work and a production facility in Liberty (under development) at which Poly-Med intends to house 12 employees. Defendants' Motion to Strike, Exhibit A, pp. 17-19. From this testimony, Defendant makes the entirely nonsensical contention that "the very employees that Plaintiffs claim will be affected by having to remove the trailers are already working elsewhere." Defendant's Response, p. 3. On the contrary, the 40 Poly-Med employees at issue, out of the more than 170 people Poly-Med employs, are currently working in the trailers. Shalaby Affidavit, ¶ 6. While a small number of the 40 "could potentially be relocated out of the Park, most of them support production in the building at 52 Technology Drive and/or need access to the laboratories in 51 Technology Drive" in the Park. *Id*. ¶ 9.

CONCLUSION

For the foregoing reasons, Plaintiffs request that this Court deny Defendant's Motion to Strike and reconsider its Order requiring that Plaintiffs remove the trailers. In the alternative, Plaintiffs request that they be given three (3) years, from the date of the Court's final order, to remove the trailers.

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Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
(1052 North Church Street, 29601)
P. O. Box 10529
Greenville, SC 29603
864.349.2600 – Phone
864.349.0303 – Fax

Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
November 30, 2023

OF COUNSEL:

Marwan S. Zubi, Esq., (*admitted Pro Hac Vice*)
Nicolai Law Group, P.C.
1500 Main Street
Suite 1914
P.O. Box 15289
Springfield, Massachusetts 01115

Exhibit A

ELECTRONICALLY FILED - 2023 Nov 30 9:47 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

From:	Steven Edward Buckingham
To:	lmcintoshj@sccourts.org; McIntosh, Lawton Law Clerk (Makenzie Polston); McIntosh, Lawton Secretary (Tammy Jennings)
Cc:	Kirk Moorhead; Bill Coates; Ross B. Plyler; lscott@sccourts.org
Subject:	PolyMed v. Research Park // 2021-CP-04-01349 // Deposition Designations
Date:	Friday, October 13, 2023 10:31:27 AM
Attachments:	Shalaby Deposition Transcript - Plaintiffs" Designations.pdf Shalaby Correction Sheet - 10-9-23.pdf Shalaby Dep. Tr. - Def"s Designations.pdf

All: Good morning. At the conclusion of trial Wednesday, and pursuant to Defendant's Exhibit 8, the parties agreed to submit designations from the deposition transcript of Mr. Shalaby. The email thread below indicates what matter has been designated (and where there are objections). Accordingly, attached to this email are three documents:

1. Defendant's Designations (Shalaby Dep. Tr. – Def's Designations)
2. Plaintiffs' Designations (Shalaby Deposition Transcript – Plaintiffs' Designations)
3. Plaintiffs' Errata Sheet (Shalaby Correction Sheet – 10-9-23)

I have copied Mrs. Scott on this email, and am happy to defer to her as to the easiest way to include these as part of the record (whether as an additional exhibit of a party, or as a court exhibit). I'm also happy to formally file these onto the record if that is preferred.

Opposing counsel is also copied on this email.

Thanks to all, and have a great weekend.

Steve Buckingham

From: Marwan S. Zubi <marwan.zubi@niclawgrp.com>
Sent: Friday, October 13, 2023 8:52 AM
To: Steven Edward Buckingham <seb@buckingham.legal>
Cc: William Coates <wac@cassidycoates.com>; Ross B. Plyler <rplyler@cassidycoates.com>
Subject: Re: Shalaby Deposition Designations

Steve:

Thanks. I suggest you send the Judge this email chain and all attachments. (You probably don't need to send the judge the draft deposition transcript pages.) If you prefer, I will send the plaintiffs objections, designations and the correction sheet separately.

Within your designations, the plaintiffs object to the questions that begin at the following page and line numbers on grounds that each question called for a legal conclusion:

34:8
36:11
40:18, 25
41:3, 14
43:19
44:2, 9

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46:8, 13, 18, 22
47:6, 12, 17

Plaintiffs make the following counter-designations (pages attached), based on defendant's designations:

37:25 - 38:20
39:24 - 40:6
42:2-11
69:5 - 70:12

Also, please see the attached Correction Sheet relative to defendant's designations.

Marwan

Marwan S. Zubi, Esq.
Senior Attorney
Nicolai Law Group, P.C.
1500 Main Street, Suite 1914
Post Office Box 15289
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v: 413-272-2000, ext. 226
f: 413-272-2010
e-mail: marwan.zubi@niclawgrp.com
visit us at: www.niclawgrp.com

The information in this e-mail message is for the confidential use of the addressees only. The information is subject to the attorney-client privilege or may be attorney work product. Recipients should not file copies of this e-mail with publicly accessible records. If you are not an addressee or an authorized agent responsible for delivering this e-mail to a designated addressee, you have received this e-mail in error, and any further review, dissemination, distribution, copying, or forwarding of this e-mail is strictly prohibited. If you received this e-mail in error, please notify us immediately at the above number or by replying to this e-mail. Thank you.

U.S. Treasury Regulations require Nicolai Law Group, P.C. to inform you that any U.S. federal tax advice in this communication (including attachments) is not intended or written by the author to be used and cannot be used to (1) avoid penalties that may be imposed on a taxpayer or (2) promote, market, or recommend to another party any transaction or other matter addressed in this message.

ELECTRONIC TRANSACTIONS: If this communication relates to the negotiation of a contract, any electronic transaction or electronic signature statutes shall not apply; contract formation shall occur only on the mutual delivery of manually signed original documents unless explicitly stated.

On Thu, Oct 12, 2023, at 2:44 PM, Steven Edward Buckingham wrote:

> All: See below for revised references to Mr. Shalaby's deposition designations, for submission to the court. I think I figured out why the pagination was off, and the explanation is simple. The copy of the deposition I got from the court reporter was the rough draft. It didn't have the caption, or the index of exhibits. Once those were

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included (as they were in the draft that was circulated yesterday), everything seems to match up.

In that connection, the corrected references as identified below in red. I have also attached the pages for the initial references, and the revised references, so that you can compare them and keep me honest.

1:3-7	6:6-10
5:4-13	10:7-16
5:22-6:8	10:25-11:11
6:20-7:1	11:23-12:4
7:7-25	12:10-13:3
17:3-18:14	22:5-23:16
22:19-23:2	27:21-28:4
23:21-24:7	28:23-29:9
29:6-13	34:8-15
30:10-23	35:12-35:25
31:4-32:10	36:6-37:12
35:16-36:21	40:18-41:22
38:18-39:10	43:19-44:11
41:8-42:20	46:8-47:20
44:2-45:21	49:4-50:23
56:11-16	61:14-19
61:22-25	67:3-6
62:13-16	67:19-22
65:8-66:10	70:13-71:15
67:3-21	72:8-73:1
85:14-88:13	90:25-93:25
90:23-91:25	96:10-97:12
103:2-104:5	108:14-109:17

From: Steven Edward Buckingham <seb@buckingham.legal>
Sent: Monday, October 9, 2023 8:52 PM
To: Marwan S. Zubi <marwan.zubi@niclawgrp.com>
Cc: Bill Coates <wac@cassidycoates.com>; Ross B. Plyler <rplyler@cassidycoates.com>; Steven Edward Buckingham <seb@buckingham.legal>
Subject: Shalaby Deposition Designations

All: Pursuant to Rule 32, SCRCP, and out of an abundance of caution, I am designating the following passages of Mr. Shalaby's deposition as matter that I may use as trial. Candidly, I don't anticipate using these at all unless Mr. Shalaby should not testify for some reason.

1:3-7

5:4-13
5:22-6:8
6:20-7:1
7:7-25
17:3-18:14
22:19-23:2
23:21-24:7
29:6-13
30:10-23
31:4-32:10
35:16-36:21
38:18-39:10
41:8-42:20
44:2-45:21
56:11-16
61:22-25
62:13-16
65:8-66:10
67:3-21
85:14-88:13
90:23-91:25
103:2-104:5

That concludes the designations.

Attachments:

- Excerpts from Final.pdf
- Excerpts from Rough.pdf

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ELECTRONICALLY FILED - 2024 Mar 08 11:37 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
	)	**PLAINTIFFS' MOTION FOR ATTORNEY'S FEES AND EXPENSES**
Plaintiffs,	)	
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully move the Court for an award of attorney's fees in the amount of $195,541.10 and costs and disbursements in the amount of $5,241.53. In support of their Motion, Plaintiffs state:

The Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986 at issue in this case provides that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

On February 29, 2024, following a bench trial, this Court entered judgment in favor of Plaintiffs in the amount of $74,001.41 plus costs and attorney's fees. The Court ordered the Plaintiffs submit proof of their costs, disbursements and reasonable attorney's fees within fourteen

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days. In support of the Motion, Plaintiffs submit the Affidavit of Marwan S. Zubi and the Affidavit of William A. Coates.

Conclusion

For all the foregoing reasons, Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC request that this Court award Poly-Med, Inc.[1] attorney's fees in the amount of $195,541.10 and costs and disbursements in the amount of $5,241.53.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
Ross B. Plyler, SC Bar No. 71688
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864.349.2600 – Phone
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Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina

March 8, 2024

OF COUNSEL:

Marwan S. Zubi, Esq., (*admitted Pro Hac Vice*)
Nicolai Law Group, P.C.
1500 Main Street
Suite 1914
P.O. Box 15289
Springfield, Massachusetts 01115

[1] In the interest of simplicity, and so this Court does not have to apportion the fees and costs among the Plaintiffs, the Plaintiffs respectfully request that the award be in favor of Poly-Med, Inc. only.

Exhibit 1

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Marwan S. Zubi, a natural person of legal age with a business address of 1500 Main Street, Suite 1914, Springfield, Massachusetts, hereby deposes and says that he has personal knowledge of the following facts:

1. This Affidavit is offered in support of Plaintiffs' Motion for Attorneys' Fees and Expenses.
2. I am a Member of the Bar in Massachusetts, Connecticut, New Hampshire and New York and have been admitted to practice, and have practiced business litigation in Massachusetts, since 1994.
3. Throughout that time, I have been associated with Nicolai Law Group, P.C., currently of 1500 Main Street, Suite 1914, Springfield, Massachusetts.
4. I am also admitted to practice before the United States District Court for the District of Massachusetts and the United States Court of Appeals for the First Circuit.
5. I received a Bachelor of Arts Degree from the University of Massachusetts in 1988 majoring in political science and minoring in history.
6. In 1994, I earned a juris doctorate from Western New England College graduating *cum laude*.
7. At Western New England College I was a member of the law review. I attended Boston University School of Law as a visiting student in my final year of law school.

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8. In 1993, while in law school, I was a law clerk with the Department of Justice, for United States Attorney, District of Massachusetts.

9. I represented the Plaintiffs in this matter and was admitted to practice before this Court pro hac vice.

10. I personally performed the vast majority of the legal work involved with my firm, Nicolai Law Group, P.C.'s, representation of the Plaintiffs in this action.

11. My hourly current rate is $413.00.

12. When Nicolai Law Group's representation of the Plaintiffs regarding this action began in 2021, my hourly rate was $340.00. It has increased incrementally since then.

13. A legal assistant at Nicolai Law Group has also performed a relatively small amount of work in this matter. Her current hourly rate is $130.00.

14. When Nicolai Law Group's representation of the Plaintiffs regarding this action began in 2021, the legal assistant's hourly rate was $115.00 and has increased incrementally since then.

15. Attorney Paul Peter Nicolai has also assisted in the representation of the Plaintiffs in this action. His current hourly rate is $461.00.

16. Attorney Nicolai is a Member of the Bar in Massachusetts, Connecticut, New Hampshire and New York and has been admitted to practice, and has practiced business litigation in Massachusetts, since 1979.

17. Attorney Nicolai is also admitted to practice before the United States Court of Appeals for the First Circuit, the United States Court of Appeals for the Federal Circuit, the United States Tax Court and the United States Supreme Court.

18. When Nicolai Law Group's representation of the Plaintiffs regarding this matter began in 2021, Attorney Nicolai's hourly rate was $400.00 and has increased incrementally since then.

19. When performing certain tasks such as reviewing document production, we billed the Plaintiffs at a reduced hourly rate – currently $200.00.

20. Based on my experience practicing civil litigation for more than twenty-nine years in various locations (including Greenville and Anderson, South Carolina on a pro hac vice basis since 2018), but primarily in the Springfield, Massachusetts area, I believe Nicolai Law Group's

hourly rates are in line with those charged by other similarly experienced professionals in the Springfield, Massachusetts market and the Anderson, South Carolina market.

21. Nicolai Law Group's time charges associated with this action, through February 29, 2024, are attached as Exhibit A. In Exhibit A, billings and totals from March 2021 through January 2024, and from February 1, 2024 to February 29, 2024, appear separately. Items of work not directly related to this action, and therefore not necessary for the Court's determination of the fees due, have been deducted from total and have been redacted from Exhibit A.

22. According to the records reflected in Exhibit A, the attorneys and legal assistant at Nicolai Law Group spent a total of 371.1 hours on this matter through February 29, 2024. The vast majority of those hours of work were performed by me.

23. In addition to deducting hours for work not directly related to the litigation, Nicolai Law Group wrote off a total of 17.9 hours of attorney time because, while the work was performed, the firm did not feel it appropriate to bill for that work.

24. Based on my experience practicing business litigation in various locations, but primarily in the Springfield, Massachusetts area for more than twenty-nine years, the length and complexity of this matter and the results achieved, I believe the number of hours expended in this matter are reasonable and proper.

25. The total legal fees incurred by the Plaintiffs in connection with this matter through February 29, 2024, equal $131,978.60.

26. The Plaintiff incurred expenses for the litigation, including stenographer fees for a depositions and travel expenses in connection with my travel to Anderson, South Carolina for the trial, totalling $1,141.05. An itemized statement of the expenses is attached hereto as Exhibit B.

27. Based on my experience practicing business litigation in various locations including South Carolina, but primarily in the Springfield, Massachusetts area for more than twenty-nine years, I believe the above total fees and expenses are fair and reasonable.

28. The statements contained in this affidavit are true and accurate to the best of my knowledge, information and belief.

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Signed under the pains and penalties of perjury this 8th day of March, 2024.

Marwan S. Zubi

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. March 8, 2024

On this 8th day of March, 2024, before me, the undersigned notary public, personally appeared the above-named Marwan S. Zubi proved to me through satisfactory evidence of identification of which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged in the presences of the above-named witness, that the foregoing document was signed voluntarily and for its stated purpose.

ELIZABETH A. NICOLAI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 17, 2028

Elizabeth A. Nicolai, Notary Public
My commission expires: 2/17/28

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EXHIBIT A

PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
[redacted]							
Mar 5, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding initiating litigation	GL 4001	0.10	340.00	34.00	
Mar 7, 2021	PPN	Dictate electronic mail message to Donald Crossley, CFO at Poly-Med, Inc.	GL 4001	0.10	400.00	40.00	
Mar 9, 2021	MSZ	Communicate with Attorney Paul Peter Nicolai on strategy and course of action for litigation	GL 4001	0.30	340.00	102.00	
Mar 9, 2021	PPN	Communicate with Attorney Marwan S. Zubi on strategy and course of action for litigation	GL 4001	0.30	400.00	120.00	
Mar 10, 2021	MSZ	research parties, research law for possible causes of action and draft complaint 1.5, hours, charge for 1.0	GL 4001	1.00	340.00	340.00	
Mar 10, 2021	MSZ	research parties, research law for possible causes of action and draft complaint 1.5, hours, charge for 1.0, - no charge to client	GL 4001	0.50			
Mar 11, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding due date for maintenance fee and court action and review invoice for fee	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	MSZ	telephone call to Donald Crossley, CFO at Poly-Med, Inc. regarding property ownership	GL 4001	0.20	340.00	68.00	
Mar 11, 2021	MSZ	continue research regarding potential claims and work on complaint 1.4 hours, charge for 1.0	GL 4001	1.00	340.00	340.00	
Mar 11, 2021	MSZ	electronic mail message to Attorney Bernie Ellis regarding assistance with civil action against Research Park	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding research park property ownership	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	PPN	Telephone call from Attorney Marwan S. Zubi on ownership questions	GL 4001	0.10	400.00	40.00	
Mar 11, 2021	MSZ	continue research regarding potential claims and work on complaint 1.4 hours, charge for 1.0, - no charge to client	GL 4001	0.40			
Mar 15, 2021	MSZ	telephone conversation with and electronic mail message to and from Attorney Trey Suggs regarding possible representation and parties to dispute	GL 4001	0.20	340.00	68.00	
				4.5 hour		1254	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Mar 16, 2021	MSZ	continue research and work on complaint	GL 4001	0.40	340.00	136.00	
Mar 18, 2021	MSZ	electronic mail messages from and to Attorney Trey Suggs regarding proposed terms of representation, telephone call to Trey regarding same and nature of the case and electronic mail message to Attorney Paul Peter Nicolai regarding same, - no charge to client	GL 4001	0.30			
Mar 18, 2021	MSZ	electronic mail message to Attorney Trey Suggs regarding engagement letter and scope of engagement	GL 4001	0.10	340.00	34.00	
Mar 19, 2021	MSZ	receive and review engagement letter from Attorney Trey Suggs and electronic mail message to Attorney Paul Peter Nicolai regarding same - no charge to client	GL 4001	0.10			
Mar 19, 2021	PPN	Work on edits to local counsel engagement	GL 4001	0.20	400.00	80.00	
Mar 25, 2021	MSZ	revise proposed engagement letter from Attorney Trey Suggs and electronic mail message to Trey regarding same	GL 4001	0.10	340.00	34.00	
Mar 31, 2021	MSZ	research law for complaint 1.8 hours, charge for 1.5	GL 4001	1.50	340.00	510.00	
Mar 31, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding information for complaint	GL 4001	0.10	340.00	34.00	
Mar 31, 2021	MSZ	continue review of land records, review of file and work on complaint 4.7, hours, charge for 4.2	GL 4001	4.20	340.00	1,428.00	
Mar 31, 2021	MSZ	research law for complaint 1.8 hours, charge for 1.5, - no charge to client	GL 4001	0.30			
Mar 31, 2021	MSZ	continue review of land records, review of file and work on complaint 4.7, hours, charge for 4.2, - no charge to client	GL 4001	0.50			
Apr 1, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding strategy, review file and electronic mail message to Attorney Paul Peter Nicolai regarding same and possible claim against Innovate Anderson	GL 4001	0.20	340.00	68.00	
Apr 1, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding parties to suit	GL 4001	0.10	340.00	34.00	
Apr 1, 2021	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi on Innovate Anderson inclusion issues	GL 4001	0.10	400.00	40.00	
				8.2 hours		2398	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Apr 2, 2021	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding Attorney Trey Suggs engagement letter - no charge to client	GL 4001	0.10			
Apr 6, 2021	MSZ	electronic mail messages to and from Don Crossley regarding information for complaint	GL 4001	0.10	340.00	34.00	
Apr 6, 2021	MSZ	continue work on complaint	GL 4001	0.70	340.00	238.00	
Apr 6, 2021	MSZ	revise complaint per electronic mail message from Don Crossley	GL 4001	0.40	340.00	136.00	
Apr 6, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding draft complaint and review by local counsel	GL 4001	0.10	340.00	34.00	
Apr 6, 2021	EAN	Finalize Complaint	GL 4001	0.70	100.00	70.00	
Apr 7, 2021	MSZ	receive and review Attorney Paul Peter Nicolai comments on complaint and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	340.00	68.00	
Apr 7, 2021	PPN	Work on review and revise complaint; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.50	400.00	200.00	
Apr 9, 2021	MSZ	electronic mail message to Don Crossley regarding leases	GL 4001	0.10	340.00	34.00	
Apr 13, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. and electronic mail message to Attorney Trey Suggs regarding engagement letter - no charge to client	GL 4001	0.10			
Apr 14, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding complaint and strategy	GL 4001	0.50	340.00	170.00	
Apr 14, 2021	MSZ	review covenants per telephone conversation with David Shalaby, President at Poly-Med, Inc. and research regarding possible case law on use of maintenance fees	GL 4001	0.60	340.00	204.00	
Apr 14, 2021	MSZ	electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding complaint and electronic mail message to Attorney Paul Peter Nicolai regarding various issues	GL 4001	0.20	340.00	68.00	
Apr 14, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft complaint	GL 4001	0.30	340.00	102.00	
[redacted]							
Apr 15, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001	0.20	340.00	68.00	
Apr 26, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding complaint and strategy	GL 4001	0.10	340.00	34.00	
Apr 26, 2021	PPN	Dictate electronic-mail message to Attorney Marwan Zubi	GL 4001	0.10	400.00	40.00	
Apr 27, 2021	MSZ	revise complaint and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	340.00	68.00	
				4 hours		1568	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Apr 27, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding amendment of complaint and scope of claims	GL 4001	0.10	340.00	34.00	
Apr 27, 2021	PPN	Work on meeting with David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Attorney Marwan S. Zubi on pleadings	GL 4001	0.20	400.00	80.00	
Apr 28, 2021	PPN	Work on and receive and review complaint; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.20	400.00	80.00	
Apr 29, 2021	MSZ	electronic mail message from Attorney Trey Suggs regarding complaint and electronic mail message to Attorney Bill Coats regarding telephone conference call to discuss complaint	GL 4001	0.10	340.00	34.00	
Apr 29, 2021	MSZ	electronic mail messages from and to Attorney Trey Suggs regarding filing complaint and subpoena to Innovate	GL 4001	0.10	340.00	34.00	
Apr 29, 2021	MSZ	electronic mail message to Attorney Trey Suggs regarding draft complaint	GL 4001	0.20	340.00	68.00	
Apr 30, 2021	MSZ	electronic mail message from Attorney Bill Coats, review revised draft of complaint and make further revisions	GL 4001	0.20	340.00	68.00	
Apr 30, 2021	MSZ	telephone call from Attorney Ben Coats regarding complaint	GL 4001	0.30	340.00	102.00	
May 2, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coats and further revisions to complaint	GL 4001	0.30	340.00	102.00	
May 3, 2021	MSZ	telephone call from Attorney Bill Coates regarding complaint	GL 4001	0.10	340.00	34.00	
May 3, 2021	MSZ	electronic mail message from Attorney Bill Coats and review and revise revised complaint	GL 4001	0.30	340.00	102.00	
May 3, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding revised complaint	GL 4001	0.10	340.00	34.00	
May 14, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding status of the matter	GL 4001	0.10	340.00	34.00	
May 17, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
May 17, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding Roe Cassidy invoice and electronic mail messages to and from Attorney Bill Coates regarding same - no charge to client	GL 4001	0.20			
May 18, 2021	MSZ	electronic mail message to Attorney Bill Coats	GL 4001	0.10			
				2 hours		554	

Date	Initials	Description	GI No	Hold		Subtotal	Tax
May 19, 2021	PPN	Work on receive and review complaint; review prior correspondence; telephone call to Crocker; dictate electronic mail message to Crocker and Smith on complaint with blind carbon copy of same to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001	0.50	400.00	200.00	
Jun 8, 2021	PPN	Work on telephone call to Crocker; telephone call to David Shalaby, President at Poly-Med, Inc.; telephone call to Attorney Marwan S. Zubi on changes to complaint	GL 4001	0.40	400.00	160.00	
Jun 11, 2021	MSZ	voicemail message from Attorney Paul Peter Nicolai regarding his communication with counsel for Clemson and revision to complaint, revise complaint and electronic mail message to Paul regarding same	GL 4001	0.20	340.00	68.00	
Jun 11, 2021	PPN	Work on receive and review revised complaint; dictate electronic mail message to Crocker; dictate electronic mail message to Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	400.00	40.00	
Jun 29, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding invoice from Attorney Bill Coates and electronic mail message to Bill Coates regarding same - no charge to client	GL 4001	0.10			
Jul 8, 2021	PPN	Work on receive and respond to electronic mail message from David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Crocker; telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.20	420.00	84.00	
Jul 9, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Jul 12, 2021	MSZ	receive and review voicemail message and electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding communications with Clemson and filing suit	GL 4001	0.10	360.00	36.00	
Jul 12, 2021	PPN	Work on telephone call to Attorney Marwan S. Zubi - left message on voicemail; dictate electronic mail message to Crocker	GL 4001	0.10	420.00	42.00	
Jul 13, 2021	MSZ	review file, revise complaint and electronic mail message to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding discovery	GL 4001	0.10	360.00	36.00	
Jul 13, 2021	MSZ	electronic mail messages from and to Attorney William Coats regarding complaint, subpoena and appearance	GL 4001	0.10	360.00	36.00	
Jul 14, 2021	MSZ	emails from and to local counsel regarding complaint and service thereof	GL 4001	0.10	360.00	36.00	
				1		310	

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						Tax
Jul 15, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding filed complaint, draft proposed electronic mail message to David Shalaby, President at Poly-Med, Inc. to owners and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	360.00	72.00
Jul 16, 2021	MSZ	review file, draft subpoena to Innovate Anderson and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.60	360.00	216.00
Jul 16, 2021	MSZ	electronic mail messages from and to Attorney William Coates regarding service of subpoena on Innovate Anderson and proof of service on Research Park	GL 4001	0.10	360.00	36.00
Jul 16, 2021	MSZ	review proposed revisions to subpoena from Attorney Paul Peter Nicolai, electronic mail messages from and to Paul regarding same and electronic mail message to Attorney William Coates regarding same	GL 4001	0.20	360.00	72.00
Jul 16, 2021	PPN	Work on review and revise subpoena exhibit	GL 4001	0.20	420.00	84.00
Jul 27, 2021	MSZ	electronic mail messages from Attorney Bill Coats regarding attempts at service of process, review file regarding other addresses for Wagner and electronic mail message to Bill regarding same	GL 4001	0.20	360.00	72.00
Jul 28, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his communication with Dan Wagner and case status	GL 4001	0.20	360.00	72.00
Jul 28, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Dan Wagner and electronic mail message to Attorney Bill Coates regarding service of process	GL 4001	0.10	360.00	36.00
Jul 29, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding message to be sent to owners with complaint	GL 4001	0.10	360.00	36.00
Aug 2, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding litigation strategy and possible outcomes	GL 4001	0.20	360.00	72.00
Aug 2, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding his communication with opposing counsel and defendant's retention of litigation counsel	GL 4001	0.10	360.00	36.00
Aug 4, 2021	MSZ	telephone call from Attorney Bill Coates regarding subpoena on Innovate, service and possible records to be obtained and memorandum to file regarding same	GL 4001	0.20	360.00	72.00
				1.5 hours		552

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
Aug 4, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding service on defendant	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding defendant's counsel	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding proposed telephone conference call with opposing counsel and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai telephone conference call with opposing counsel and PMI's position	GL 4001	0.10	360.00	36.00	
[redacted]							
Aug 12, 2021	MSZ	telephone call from opposing counsel regarding basis for lawsuit and maintenance fee records	GL 4001	0.30	360.00	108.00	
Aug 12, 2021	MSZ	review covenant and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel	GL 4001	0.50	360.00	180.00	
Aug 16, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding communication with opposing counsel and service of subpoena on Innovate	GL 4001	0.10	360.00	36.00	
[redacted]							
Aug 23, 2021	MSZ	electronic mail message from opposing counsel regarding proposed meeting and review of records and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Aug 23, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc., Attorney Paul Peter Nicolai and Attorney Bill Coats regarding meeting proposed by opposing counsel and electronic mail message to Dave and Paul regarding same	GL 4001	0.20	360.00	72.00	
Aug 23, 2021	MSZ	telephone call from Attorney Paul Peter Nicolai regarding communication with opposing counsel on proposal	GL 4001	0.10	360.00	36.00	
Aug 23, 2021	MSZ	electronic mail message to opposing counsel regarding proposal for review of records	GL 4001	0.10	360.00	36.00	
				1.8 hours		504	

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
Aug 23, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding communication to opposing counsel	GL 4001	0.10	360.00	36.00	
Aug 23, 2021	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.	GL 4001	0.40	420.00	168.00	
Aug 23, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on proposal response	GL 4001	0.10	420.00	42.00	
Aug 25, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Sep 17, 2021	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Sep 17, 2021	MSZ	review file regarding status of production of documents by Innovate Anderson and limitations period	GL 4001	0.10	360.00	36.00	
Sep 20, 2021	MSZ	receive and review electronic mail message and document from Attorney Bill Coates regarding production of documents by Innovate Anderson and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Sep 20, 2021	MSZ	review Innovate Anderson objections and response to subpoena and document produced in response	GL 4001	0.20	360.00	72.00	
Sep 20, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding documents produced by Innovate Anderson	GL 4001	0.10	360.00	36.00	
Sep 20, 2021	PPN	Work on receive and review documents produced; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.80	420.00	336.00	
Sep 21, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding documents produced by Innovate Anderson	GL 4001	0.10	360.00	36.00	
Sep 21, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records from Innovate Anderson and strategy	GL 4001	0.30	360.00	108.00	
Sep 22, 2021	MSZ	telephone call to Attorney Bill Coates regarding information to be obtained from opposing counsel	GL 4001	0.20	360.00	72.00	
Sep 22, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records produced by Innovate Anderson and strategy	GL 4001	0.60	360.00	216.00	
Sep 23, 2021	MSZ	review article on Innovate Anderson from David Shalaby, President at Poly-Med, Inc., review file and further research	GL 4001	0.80	360.00	288.00	
Sep 23, 2021	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc., voicemail message and electronic mail message and documents from Burriss Nelson on easement	GL 4001	0.10	360.00	36.00	
				3.7 hours		1518	

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
Sep 23, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001	0.40	360.00	144.00	
Sep 23, 2021	PPN	receive and review voicemail message from and return telephone call to David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	420.00	42.00	
Sep 24, 2021	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	420.00	42.00	
Sep 24, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates and motion to dismiss, electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same and electronic mail message to Attorney Bill Coates regarding various issues	GL 4001	0.40	360.00	144.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding opposition to motion to dismiss	GL 4001	0.10	360.00	36.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding ownership of parcels	GL 4001	0.10	360.00	36.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding strategy	GL 4001	0.10	360.00	36.00	
Sep 29, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding information from opposing counsel on disposition of funds	GL 4001	0.10	360.00	36.00	
[redacted]							
Oct 1, 2021	PPN	Work on receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.10	420.00	42.00	
[redacted]							
Oct 4, 2021	MSZ	receive and review electronic mail messages between David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding strategy	GL 4001	0.10	360.00	36.00	
				1.6		594	

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 4, 2021	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.40	420.00	168.00	
Oct 5, 2021	MSZ	research for opposition to motion to dismiss and work on opposition - 1.7 hours, charge for 1.2 - no charge to client	GL 4001	0.50			
Oct 5, 2021	MSZ	research for opposition to motion to dismiss and work on opposition - 1.7 hours, charge for 1.2	GL 4001	1.20	360.00	432.00	
Oct 5, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding information on Innovate Anderson finances, telephone call to Bill regarding same and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	360.00	72.00	
Oct 5, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on strategy - .3 hours, charge for .2 hours - no charge to client	GL 4001	0.10			
Oct 5, 2021	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy - .3 hours, charge for .2 hours - no charge to client	GL 4001	0.10			
Oct 5, 2021	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy - .3 hours, charge for .2 hours	GL 4001	0.20	360.00	72.00	
Oct 5, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on strategy - .3 hours, charge for .2 hours	GL 4001	0.20	420.00	84.00	
Oct 6, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.7 hours, charge for 1.2 - no charge to client	GL 4001	0.50			
Oct 6, 2021	MSZ	review file regarding information sought and electronic mail messages to and from Attorney Bill Coates regarding status of information from counsel to Innovate Anderson and proposed telephone conference call with opposing counsel	GL 4001	0.20	360.00	72.00	
Oct 6, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.7 hours, charge for 1.2	GL 4001	1.20	360.00	432.00	
Oct 7, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.4 hours, charge for 1.2 - no charge to client	GL 4001	0.20			
Oct 7, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Donald Crossley, CFO at Poly-Med, Inc. communication with County on Innovate Anderson - no charge to client	GL 4001	0.10			
Oct 7, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates and Attorney Adam Bach regarding information on financials and telephone conference call	GL 4001	0.10	360.00	36.00	
Oct 7, 2021	MSZ	electronic mail message to counsel for Innovate Anderson regarding need for response to request for information	GL 4001	0.10	360.00	36.00	
				5.2 hours		1404	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 7, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding possible confidentiality agreement and records request - no charge to client	GL 4001	0.10			
Oct 7, 2021	MSZ	receive and review electronic mail message from Attorney Adam Bach regarding Innovate Anderson financials and electronic mail message to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	360.00	36.00	
Oct 7, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.4 hours, charge for 1.2	GL 4001	1.20	360.00	432.00	
Oct 7, 2021	MSZ	electronic mail message to counsel to Innovate Anderson regarding financials and confidentiality agreement	GL 4001	0.10	360.00	36.00	
Oct 8, 2021	MSZ	continue research of South Carolina law and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5	GL 4001	2.50	360.00	900.00	
Oct 8, 2021	MSZ	electronic mail messages from and to Attorney Adam Bach regarding documents for production and possible confidentiality agreement	GL 4001	0.10	360.00	36.00	
Oct 8, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records requested for Innovate Anderson and other case issues	GL 4001	0.30	360.00	108.00	
Oct 8, 2021	MSZ	continue research of South Carolina law and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5 - no charge to client	GL 4001	0.60			
Oct 11, 2021	MSZ	continue research and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5	GL 4001	2.50	360.00	900.00	
Oct 11, 2021	MSZ	continue research and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5 - no charge to client	GL 4001	0.60			
Oct 12, 2021	MSZ	continue work on opposition to motion to dismiss - 2.3 hours, charge for 1.8	GL 4001	1.80	360.00	648.00	
Oct 12, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion to dismiss	GL 4001	0.10	360.00	36.00	
Oct 12, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion to dismiss and hearing	GL 4001	0.10	360.00	36.00	
Oct 12, 2021	MSZ	continue work on opposition to motion to dismiss - 2.3 hours, charge for 1.8 - no charge to client	GL 4001	0.50			
Oct 18, 2021	MSZ	electronic mail message to counsel for Innovate Anderson regarding status of records request	GL 4001	0.10	360.00	36.00	
Oct 18, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of document production for Innovate Anderson, opposition to motion to dismiss and hearing on motion	GL 4001	0.10	360.00	36.00	
Oct 19, 2021	MSZ	review file and electronic mail message to counsel for Innovate Anderson regarding request for additional records and information	GL 4001	0.20	360.00	72.00	
				10.8 hours		3276	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Oct 20, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding information obtained and requested from Research Park	GL 4001		0.10	360.00	36.00	
Oct 20, 2021	MSZ	receive and review electronic mail message from counsel for Innovate Anderson regarding 2017 financials and review financials	GL 4001		0.20	360.00	72.00	
Oct 20, 2021	MSZ	receive and review filed opposition to motion to dismiss	GL 4001		0.10	360.00	36.00	
Oct 20, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with counsel to Innovate Anderson on unanswered questions	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	MSZ	receive and review electronic mail message exchange between local counsel and Attorney Paul Peter Nicolai regarding	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	MSZ	electronic mail message from Attorney William Coates regarding postponement of hearing on motion to compel and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	PPN	Work on receive and review electronic mail messages - no charge to client	GL 4001		0.10			
Oct 28, 2021	MSZ	review invoice from Roe Cassidy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Oct 29, 2021	MSZ	draft document production requests to Research Park	GL 4001		0.50	360.00	180.00	
Nov 1, 2021	MSZ	review file, continue work on document production requests and draft interrogatories	GL 4001		1.10	360.00	396.00	
Nov 2, 2021	MSZ	continue work on document production requests and interrogatories	GL 4001		0.10	360.00	36.00	
Nov 2, 2021	EAN	Finalize Plaintiff's First Document Production Requests and Plaintiff's First Set of Interrogatories	GL 4001		0.40	115.00	46.00	
Nov 3, 2021	MSZ	review file and electronic mail message to counsel for Innovate Anderson regarding records produced and status of request for additional information	GL 4001		0.50	360.00	180.00	
Nov 3, 2021	MSZ	review file and analyze records produced and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with counsel for Innovate Anderson, analysis for documents, requests for additional information and document production requests	GL 4001		1.00	360.00	360.00	
Nov 3, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.20	360.00	72.00	
Nov 4, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding status of motion to dismiss and discovery requests	GL 4001		0.10	360.00	36.00	
Nov 5, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding service of document production request and interrogatories following ruling on motion to dismiss	GL 4001		0.10	360.00	36.00	
					4.9 hours		1594	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Nov 5, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding date for hearing on motion to dismiss and status of communications with and requests for information from counsel to Innovate Anderson	GL 4001	0.10	360.00	36.00	
Nov 15, 2021	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Nov 15, 2021	MSZ	electronic mail messages to and from counsel for Innovate Anderson regarding follow up on request for information	GL 4001	0.10	360.00	36.00	
Nov 23, 2021	MSZ	review electronic mail message from Attorney Paul Peter Nicolai regarding communication with Anderson County attorney	GL 4001	0.10	360.00	36.00	
Nov 29, 2021	MSZ	voicemail message from David Shalaby, President at Poly-Med, Inc. regarding invoice from Research Park, review file regarding stated position on same and telephone call to David Shalaby, President at Poly-Med, Inc. - left message on voicemail regarding payment of fee	GL 4001	0.20	360.00	72.00	
Nov 29, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding payment of maintenance fee	GL 4001	0.10	360.00	36.00	
Dec 8, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding case status in light of motion to dismiss delay	GL 4001	0.10	360.00	36.00	
Dec 9, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding possible settlement proposal and purchase of park	GL 4001	0.30	360.00	108.00	
Dec 9, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding serving discovery requests	GL 4001	0.10	360.00	36.00	
Dec 9, 2021	MSZ	review covenants and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.50	360.00	180.00	
Dec 10, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding document production requests, review document production requests and electronic mail messages to and from Bill regarding same	GL 4001	0.20	360.00	72.00	
Dec 15, 2021	MSZ	receive and review letter from Attorney Bill Coates to opposing counsel and final document production requests and interrogatories	GL 4001	0.10	360.00	36.00	
Jan 19, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding hearing on motion to dismiss and anticipated decision	GL 4001	0.10	360.00	36.00	
Jan 19, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion to dismiss and anticipated decision	GL 4001	0.10	360.00	36.00	
Jan 24, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding denial of motion to dismiss and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	360.00	36.00	
				2.3 hours		792	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jan 24, 2022	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Feb 8, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding defendant's answer and counterclaims	GL 4001	0.10	360.00	36.00	
Feb 10, 2022	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding counterclaim	GL 4001	0.10	360.00	36.00	
Feb 10, 2022	PPN	telephone conversation with Attorney Marwan S. Zubi regarding counterclaim	GL 4001	0.10	420.00	42.00	
Feb 12, 2022	MSZ	review answer and counterclaim, prepare answer analysis and review file regarding defenses	GL 4001	0.70	360.00	252.00	
Feb 12, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and mediation notice	GL 4001	0.10	360.00	36.00	
Feb 15, 2022	MSZ	telephone conference call with Attorney Bill Coates regarding answer, counterclaim and mediation	GL 4001	0.30	360.00	108.00	
Feb 15, 2022	MSZ	review file regarding defendant's claimed defenses	GL 4001	0.20	360.00	72.00	
Feb 15, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding answer to counterclaim and possible mediation	GL 4001	0.30	360.00	108.00	
Feb 20, 2022	PPN	Work on receive and review pleading from opposing counsel; dictate electronic mail message to Attorney Marwan S. Zubi with analysis	GL 4001	0.50	420.00	210.00	
Feb 21, 2022	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding answer and counterclaims, review covenant and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	360.00	72.00	
Feb 23, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding strategy with regard to improvements	GL 4001	0.10	360.00	36.00	
Feb 23, 2022	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi; review documents	GL 4001	0.20	420.00	84.00	
Feb 28, 2022	PPN	Work on receive and review discovery responses; receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.30	420.00	126.00	
Feb 28, 2022	MSZ	receive and review defendant's discovery responses and document production and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.50	360.00	180.00	
Feb 28, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding discovery responses	GL 4001	0.10	360.00	36.00	
Feb 28, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding conference before motion to compel	GL 4001	0.10	360.00	36.00	
Feb 28, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding defendant discovery responses	GL 4001	0.10	360.00	36.00	
				4.1 hours		1398	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Feb 28, 2022	MSZ	review covenants in light of defendant's discovery responses	GL 4001	0.30	360.00	108.00	
Mar 1, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding counterclaims and strategy	GL 4001	0.20	360.00	72.00	
Mar 1, 2022	MSZ	electronic mail message from Don Crossley regarding installation of trailers	GL 4001	0.10	360.00	36.00	
Mar 2, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding installation of trailers	GL 4001	0.10	360.00	36.00	
Mar 3, 2022	MSZ	review file and prepare for telephone call with Attorney Bill Coates on answer to counterclaim, defenses and mediation	GL 4001	0.30	360.00	108.00	
Mar 3, 2022	MSZ	telephone call with Attorney Bill Coates on answer to counterclaim, defenses and mediation	GL 4001	0.20	360.00	72.00	
Mar 7, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and draft answer to counterclaim, review and revise draft answer and electronic mail message to Bill regarding same	GL 4001	0.80	360.00	288.00	
Mar 7, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding proposed affirmative defenses to counterclaim	GL 4001	0.10	360.00	36.00	
Mar 7, 2022	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Mar 8, 2022	MSZ	telephone call from Attorney Bill Coates regarding strategy	GL 4001	0.20	360.00	72.00	
Mar 8, 2022	MSZ	receive and review final and filed answer to counterclaim	GL 4001	0.10	360.00	36.00	
Mar 11, 2022	MSZ	review file and electronic mail message to Attorney Bill Coates regarding scope of supplemental production needed	GL 4001	0.30	360.00	108.00	
Mar 11, 2022	MSZ	telephone call from Attorney Bill Coates regarding communication with opposing counsel on document production and possible mediation	GL 4001	0.10	360.00	36.00	
Mar 12, 2022	MSZ	receive and review notice from Research Park fees due and electronic mail messages between Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	360.00	36.00	
Mar 12, 2022	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	420.00	42.00	
Mar 16, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. case status	GL 4001	0.10	360.00	36.00	
Mar 22, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and document production requests and interrogatories	GL 4001	0.30	360.00	108.00	
Mar 22, 2022	MSZ	telephone call from Attorney Bill Coates regarding discovery issues	GL 4001	0.20	360.00	72.00	
Mar 22, 2022	MSZ	review draft letter to opposing counsel and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	360.00	36.00	
				3.8 hours		1230	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Mar 23, 2022	MSZ	review letter to opposing counsel and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	360.00	36.00	
Mar 27, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding proposed improvements at PMI and status of case	GL 4001	0.10	360.00	36.00	
Mar 27, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	420.00	42.00	
Mar 29, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendant's discovery requests	GL 4001	0.10	360.00	36.00	
Mar 29, 2022	MSZ	electronic mail message to Elizabeth A. Nicolai regarding work to be done on responses to discovery requests	GL 4001	0.10	360.00	36.00	
Mar 31, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding defendant records and budget and electronic mail messages from and to Attorney Bill Coates regarding records to obtain	GL 4001	0.20	360.00	72.00	
Mar 31, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding budget, review budget and electronic mail message to Attorney Bill Coates regarding need for records	GL 4001	0.20	360.00	72.00	
Mar 31, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding negotiation with opposing counsel on records	GL 4001	0.10	360.00	36.00	
Apr 1, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding general ledger from defendant	GL 4001	0.10	360.00	36.00	
Apr 12, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding production of bank records and need for extension of time to respond to discovery requests	GL 4001	0.20	360.00	72.00	
Apr 12, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding case status	GL 4001	0.10	360.00	36.00	
Apr 15, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding bank statements and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Apr 15, 2022	MSZ	review Research Park bank statements and prepare notes thereon	GL 4001	0.40	360.00	144.00	
Apr 15, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding fee invoice and review same	GL 4001	0.10	360.00	36.00	
Apr 15, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	420.00	42.00	
Apr 18, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding payment of Research Park invoice	GL 4001	0.10	360.00	36.00	
				2.2 hours		804	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Apr 18, 2022	MSZ	compare defendant bank statements to prior records from defendant and defendant's budget and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.60	360.00	216.00	
Apr 18, 2022	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Apr 18, 2022	MSZ	receive and review electronic mail message and calculations from Donald Crossley, CFO at Poly-Med, Inc., electronic mail messages to and from Don regarding same and electronic mail message to Attorney Bill Coates regarding request for additional information	GL 4001	0.40	360.00	144.00	
Apr 18, 2022	MSZ	research for reply in support of motion for reconsideration	GL 4001	0.60	360.00	216.00	
Apr 19, 2022	MSZ	receive and review electronic mail message and draft letter to opposing counsel from Attorney Bill Coates, revise letter and electronic mail message to Bill regarding same	GL 4001	0.10	360.00	36.00	
Apr 20, 2022	MSZ	review document production requests and interrogatories, review file documents and electronic mail message to client regarding same	GL 4001	1.00	360.00	360.00	
Apr 20, 2022	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding correspondence for possible production in discovery	GL 4001	0.10	360.00	36.00	
Apr 22, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	420.00	42.00	
May 3, 2022	MSZ	review file and draft responses to interrogatories and document production requests	GL 4001	0.20	360.00	72.00	
May 3, 2022	MSZ	review file and electronic mail message to Attorney Bill Coates regarding discovery and ADR filing with court	GL 4001	0.40	360.00	144.00	
May 3, 2022	EAN	Draft document production request responses and interrogatory responses	GL 4001	1.10	115.00	126.50	
May 4, 2022	MSZ	review file and work on responses to document production request and interrogatories	GL 4001	1.10	360.00	396.00	
May 9, 2022	MSZ	receive and review invoice from Bill Coates, review file regarding Tom Vanderbloeman, electronic mail message to and from Bill and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same, worked .2 hours, bill for .1 hour - no charge to client	GL 4001				
May 9, 2022	MSZ	continue work on responses to document production request and answers to interrogatories and review file and compile documents for production	GL 4001	1.70	360.00	612.00	
May 9, 2022	MSZ	receive and review electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. with documents for production	GL 4001	0.70	360.00	252.00	
				8.2 hours		2652.50	

Date	Initials	Description	GI No	Hold		Subtotal	Tax
May 9, 2022	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. and electronic mail message to Jeff Ellis regarding document production	GL 4001	0.20	360.00	72.00	
May 9, 2022	MSZ	receive and review invoice from Bill Coates, review file regarding Tom Vanderbloeman, electronic mail message to and from Bill and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same, worked .2 hours, bill for .1 hour	GL 4001	0.10	360.00	36.00	
May 10, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding document production	GL 4001	0.10	360.00	36.00	
May 10, 2022	MSZ	review documents from Jeff Ellis for possible production	GL 4001	0.90	360.00	324.00	
May 10, 2022	MSZ	telephone call to Attorney Bill Coates regarding status of communication with opposing counsel, status of discovery and possible subpoena to bank and memorandum to file regarding same	GL 4001	0.30	360.00	108.00	
May 11, 2022	MSZ	continue compiling documents for production and work on responses to document production requests and interrogatories	GL 4001	0.50	360.00	180.00	
May 13, 2022	MSZ	continue work on responses to document production request and interrogatories	GL 4001	1.20	360.00	432.00	
May 13, 2022	MSZ	review file and electronic mail message to Jeff Ellis regarding documents for production	GL 4001	0.20	360.00	72.00	
May 13, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding documents for production	GL 4001	0.10	360.00	36.00	
May 15, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding document production	GL 4001	0.10	360.00	36.00	
May 16, 2022	MSZ	receive and review electronic mail message and additional documents for production from Jeff Ellis and electronic mail message to Jeff regarding same	GL 4001	0.20	360.00	72.00	
May 16, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of discovery, subpoena to defendant back and motion to compel	GL 4001	0.10	360.00	36.00	
May 16, 2022	MSZ	review defendants' responses to document production request for motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.20	360.00	72.00	
May 16, 2022	MSZ	research, review file and draft subpoenas to Southern First and County Banks	GL 4001	0.50	360.00	180.00	
May 16, 2022	MSZ	electronic mail message to Jeff Ellis regarding document production	GL 4001	0.10	360.00	36.00	
May 16, 2022	MSZ	continue work on responses to document production requests and answers to interrogatories	GL 4001	3.60	360.00	1,296.00	
May 17, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding document production	GL 4001	0.20	360.00	72.00	
May 17, 2022	MSZ	receive and review Research Park mortgage	GL 4001	0.10	360.00	36.00	
May 17, 2022	MSZ	finalize exhibit As to subpoenas and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	360.00	36.00	
				8.8 hours		3168	

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
May 17, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion to compel and review defendant responses regarding same	GL 4001	0.20	360.00	72.00	
May 17, 2022	MSZ	review and revise letter to opposing counsel regarding motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.20	360.00	72.00	
May 18, 2022	MSZ	receive and review final subpoenas to be served on banks	GL 4001	0.10	360.00	36.00	
May 18, 2022	MSZ	continue review of documents for production and work on discovery responses	GL 4001	0.50	360.00	180.00	
May 18, 2022	PPN	Review of documents at special 200.00 hourly rate; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	1.80	200.00	360.00	
May 18, 2022	EAN	Finalize Plaintiffs' Response to Document Production Requests and Response to Interrogatories	GL 4001	0.70	115.00	80.50	
May 19, 2022	MSZ	continue work on discovery responses and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.30	360.00	108.00	
May 19, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding discovery responses	GL 4001	0.40	360.00	144.00	
May 20, 2022	MSZ	review and compile documents for production special 200.00 hourly rate	GL 4001	1.30	200.00	260.00	
May 23, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding answers to interrogatories	GL 4001	0.10	360.00	36.00	
May 23, 2022	MSZ	continue work on response to document production request, prepare production and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.30	360.00	108.00	
May 25, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding subpoena to Countybank	GL 4001	0.10	360.00	36.00	
May 25, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding answers to interrogatories, review file and revise answers and electronic mail message to Bill regarding same	GL 4001	0.20	360.00	72.00	
May 25, 2022	MSZ	electronic mail message from and telephone call to Attorney Bill Coates regarding further revisions to answers to interrogatories and motion to compel, revise answers and electronic mail message to Bill regarding revised draft	GL 4001	0.20	360.00	72.00	
May 25, 2022	MSZ	receive and review electronic mail message and letter from Attorney Bill Coats to opposing counsel regarding responses to discovery requests and motion to compel and electronic mail message to Bill on motion	GL 4001	0.10	360.00	36.00	
May 26, 2022	MSZ	receive and review documents produced by Countybank in response to subpoena	GL 4001	0.20	360.00	72.00	
Jun 1, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding document production and motion to compel, prepare supplemental production and electronic mail messages to and from Bill regarding same	GL 4001	0.20	360.00	72.00	
				6.9 hours		1816.50	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 *Poly-Med, Inc. / David Shalaby, President*

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jun 3, 2022	MSZ	receive and review electronic mail messages from Attorney Bill Coates and documents produced by Southern First Bank in response to subpoena and supplemental production by defendant	GL 4001	0.30	360.00	108.00	
Jun 3, 2022	MSZ	telephone call to Attorney Bill Coates regarding supplemental production	GL 4001	0.30	360.00	108.00	
Jun 6, 2022	CEN	Work on electronic mail messages from and to Attorney Marwan S. Zubi regarding settlement statement and payment questions	GL 4001	0.20	295.00	59.00	
Jun 6, 2022	MSZ	review Research Park closing documents relative to payment from escrow and electronic mail message to Attorney Caroline E. Nicolai regarding Research Park acquisition settlement statement	GL 4001	0.20	360.00	72.00	
Jun 6, 2022	MSZ	review file regarding payment of mortgage from maintenance fees	GL 4001	0.20	360.00	72.00	
Jun 6, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding Research Park deposit, admission and withdrawals for claimed expenses	GL 4001	0.20	360.00	72.00	
Jun 6, 2022	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Wagner reimbursement for mortgage payments	GL 4001	0.10	360.00	36.00	
Jun 7, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding delivery of documents for production	GL 4001	0.10	360.00	36.00	
Jun 9, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding covenant terms and defendant's potential liability	GL 4001	0.20	360.00	72.00	
Jun 9, 2022	MSZ	telephone call from Attorney Bill Coates regarding information obtained from opposing counsel on bank records and motion to compel and memorandum to file regarding reimbursement for mortgage payments	GL 4001	0.20	360.00	72.00	
Jun 10, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding draft motion to compel	GL 4001	0.10	360.00	36.00	
Jun 10, 2022	MSZ	review file, review and revise draft motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001	1.20	360.00	432.00	
Jun 10, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion to compel	GL 4001	0.10	360.00	36.00	
Jun 10, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding further revision to motion to compel, review and revise same and electronic mail message to Bill	GL 4001	0.30	360.00	108.00	
Jun 14, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and filed motion to compel and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	360.00	72.00	
Jun 16, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding case status and strategy	GL 4001	0.10	360.00	36.00	
Jun 22, 2022	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
				4 hours		1427	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jul 14, 2022	MSZ	telephone call from Attorney Bill Coates regarding defendant's desire to mediate	GL 4001		0.10	390.00	39.00	
Jul 14, 2022	MSZ	review file regarding subjects of motion to compel and electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding possible mediation and electronic mail messages to and from Attorney Bill Coates regarding same	GL 4001		0.90	390.00	351.00	
Jul 14, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi and to David Shalaby, President at Poly-Med, Inc. on direction	GL 4001		0.20	435.00	87.00	
Jul 18, 2022	MSZ	research law for position statement	GL 4001		1.00	390.00	390.00	
Aug 17, 2022	MSZ	receive and review invoice from Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Aug 31, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding defendant's supplemental answer to interrogatory no. 7 and hearing on motion to compel	GL 4001		0.10	390.00	39.00	
Sep 1, 2022	MSZ	receive and review electronic mail messages between Attorney Bill Coates and opposing counsel regarding letter from other owner	GL 4001		0.10	390.00	39.00	
Sep 1, 2022	MSZ	telephone call from Attorney Bill Coates regarding hearing on motion to compel and possible mediation and memorandum to file regarding same	GL 4001		0.40	390.00	156.00	
Sep 15, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding status of the matter	GL 4001		0.10	390.00	39.00	
Sep 28, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of supplemental discovery responses and court order on motion to compel	GL 4001		0.10	390.00	39.00	
Oct 3, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding defendant's supplemental discovery responses	GL 4001		0.10	390.00	39.00	
Oct 5, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding subpoena to park owner	GL 4001		0.10	390.00	39.00	
Oct 5, 2022	MSZ	receive and review subpoena to Engineered Plastics Components and defendant's supplemental production and answers to interrogatories and compare to motion to compel and documents previously produced	GL 4001		1.50	390.00	585.00	
Oct 6, 2022	MSZ	review defendant's claimed deficiencies in plaintiffs' discovery response, review file and prepare reply to opposing counsel	GL 4001		1.60	390.00	624.00	
Oct 6, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding subpoena to other park owner	GL 4001		0.10	390.00	39.00	
Oct 7, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding specific requests to be discussed with opposing counsel	GL 4001		0.10	390.00	39.00	
					6.6 hours		2544	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 7, 2022	MSZ	telephone conversation with Attorney Bill Coates regarding strategy regarding supplemental production of documents and information	GL 4001	0.40	390.00	156.00	
Oct 10, 2022	MSZ	receive and review electronic mail message and draft letter to opposing counsel regarding supplemental production from Attorney Bill Coates, revise letter and electronic mail message to Bill regarding same	GL 4001	0.20	390.00	78.00	
Oct 10, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. - left message for return call - no charge to client	GL 4001	0.10			
Oct 11, 2022	MSZ	review documents produced by defendant and calculate damages	GL 4001	0.70	390.00	273.00	
Oct 11, 2022	MSZ	research law, continue review of file and work on draft email to opposing counsel regarding demand for supplemental responses to discovery requests	GL 4001	1.50	390.00	585.00	
Oct 12, 2022	MSZ	electronic mail message from Sam Hoffman regarding PMI maintenance fee payments	GL 4001	0.10	390.00	39.00	
Oct 12, 2022	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy	GL 4001	0.10	390.00	39.00	
Oct 12, 2022	MSZ	continue review of documents produced by defendant and damages calculation for supplemental response to discovery requests and possible mediation	GL 4001	4.10	390.00	1,599.00	
Oct 12, 2022	MSZ	electronic mail messages to and from Donald Crossley, CFO at Poly-Med, Inc. regarding request for information on park and payments	GL 4001	0.10	390.00	39.00	
Oct 13, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy and review file regarding same	GL 4001	0.10	390.00	39.00	
Oct 14, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy	GL 4001	0.10	390.00	39.00	
Oct 14, 2022	MSZ	receive and review electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park acreage and occupation and review public records regarding same	GL 4001	0.40	390.00	156.00	
Oct 14, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. to schedule call - no charge to client	GL 4001	0.10			
[redacted]							
Oct 18, 2022	MSZ	review file and revise response to request for supplemental discovery and prepare for telephone call with Attorney Bill Coates	GL 4001	0.40	390.00	156.00	
Oct 18, 2022	MSZ	review file and prepare for call with David Shalaby, President at Poly-Med, Inc.	GL 4001	0.20	390.00	78.00	
Oct 18, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding case status, possible mediation and strategy and memorandum to file regarding same	GL 4001	0.90	390.00	351.00	
				9.5 hours		3627	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 19, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding status of document production and objection to production of tax returns	GL 4001	0.10	390.00	39.00	
Oct 19, 2022	PPN	Work on telephone call to Crocker; - left message for return call; receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Oct 21, 2022	MSZ	telephone call from Attorney Bill Coates regarding mediation and supplement to discovery responses	GL 4001	0.30	390.00	117.00	
Oct 21, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation, supplemental production and communication with Clemson	GL 4001	0.20	390.00	78.00	
Oct 21, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding mediation and strategy to try to obtain outstanding documents	GL 4001	0.20	390.00	78.00	
Oct 21, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Oct 24, 2022	MSZ	review file and continue work on supplemental responses to discovery requests and compile additional documents for production	GL 4001	3.20	390.00	1,248.00	
Oct 24, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on discovery	GL 4001	0.10	435.00	43.50	
Oct 24, 2022	CEN	receive and respond to electronic mail message from Attorney Marwan S. Zubi regarding discovery request issue	GL 4001	0.10	330.00	33.00	
Oct 25, 2022	MSZ	continue work on damages and on supplemental responses to discovery requests	GL 4001	0.80	390.00	312.00	
Oct 25, 2022	MSZ	electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding information for supplemental responses to document production request and interrogatories	GL 4001	0.10	390.00	39.00	
Oct 26, 2022	MSZ	continue work on supplemental responses to document production requests and interrogatories	GL 4001	1.20	390.00	468.00	
Oct 26, 2022	MSZ	telephone call from Donald Crossley, CFO at Poly-Med, Inc. regarding information for supplemental responses to discovery requests	GL 4001	0.60	390.00	234.00	
Oct 27, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding supplemental answers to interrogatories	GL 4001	0.10	390.00	39.00	
Oct 27, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding supplemental discovery responses	GL 4001	0.10	390.00	39.00	
				73. hours		2854.50	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Oct 27, 2022	MSZ	electronic mail message to Attorney Clark Anderson regarding documents for responses to document production requests	GL 4001	0.30	390.00	117.00	
Oct 27, 2022	MSZ	telephone conversation with Attorney Caroline E. Nicolai regarding PMI Properties transfer	GL 4001	0.10	390.00	39.00	
Oct 27, 2022	CEN	review electronic mail message from Attorney Marwan S. Zubi regarding discovery issue, review file and materials and telephone call to Attorney Marwan S. Zubi regarding discovery issues	GL 4001	0.50	330.00	165.00	
Oct 28, 2022	MSZ	continue work on supplemental responses to discovery requests	GL 4001	0.20	390.00	78.00	
Oct 28, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding status of supplemental responses to discovery requests	GL 4001	0.10	390.00	39.00	
Oct 31, 2022	MSZ	receive and review electronic mail message and documents from Clark Anderson regarding property transfers, review file and update documents for production	GL 4001	0.30	390.00	117.00	
Oct 31, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding supplemental responses to interrogatories	GL 4001	0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail message to Dr. Joanne Shalaby, Corporate Secretary, Poly-Med, Inc. regarding documents pertaining to land transfers	GL 4001	0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc.regarding approval of supplemental answers to interrogatories	GL 4001	0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding scope of supplemental production	GL 4001	0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding supplemental responses to document production request and interrogatories, compile supplemental documents for production, review file regarding prior productions and electronic mail message to Bill regarding same	GL 4001	0.80	390.00	312.00	
Oct 31, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding supplemental responses	GL 4001	0.10	390.00	39.00	
Nov 1, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding case status and strategy	GL 4001	0.20	390.00	78.00	
[redacted]							
Nov 1, 2022	MSZ	review file and electronic mail message to Attorney Paul Peter Nicolai regarding damages calculation	GL 4001	0.10	390.00	39.00	
Nov 1, 2022	MSZ	second telephone call from Attorney Paul Peter Nicolai on Clemson conversation	GL 4001	0.10	390.00	39.00	
Nov 1, 2022	PPN	Work on receive and review damages document; telephone call to Clemson; telephone call to Attorney Marwan S. Zubi	GL 4001	0.30	435.00	130.50	
				3.5 hours		1348.50	

[redacted]						
Nov 8, 2022	MSZ	review file regarding owners in dispute with defendant and their counsel	GL 4001	0.30	390.00	117.00
[redacted]						
Nov 12, 2022	PPN	Work on dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 15, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding mediation	GL 4001	0.10	390.00	39.00
Nov 15, 2022	PPN	Dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 15, 2022	PPN	Work on receive and respond to electronic mail message form Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
[redacted]						
Nov 17, 2022	PPN	Work on receive and review electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 28, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding status	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	review mediator availability	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding status of communication with opposing counsel	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding discovery supplementation and mediation	GL 4001	0.10	390.00	39.00
Nov 29, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001	0.10	390.00	39.00
Nov 29, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding availability for mediation, review mediator calendar and electronic mail message to Attorney Bill Coates regarding availability	GL 4001	0.20	390.00	78.00
Nov 30, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding mediation and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00
Dec 1, 2022	MSZ	electronic mail messages to opposing counsel regarding need for confirmation on mediation	GL 4001	0.10	390.00	39.00
Dec 2, 2022	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001	0.10	390.00	39.00
				1.5 hours		603

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Dec 2, 2022	MSZ	electronic mail message from opposing counsel regarding supplemental production, review file and electronic mail message to opposing counsel regarding same and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.30	390.00	117.00	
Dec 2, 2022	MSZ	electronic mail messages from mediator, draft notice of parties and counsel and electronic mail message to mediator regarding same	GL 4001	0.30	390.00	117.00	
Dec 2, 2022	MSZ	electronic mail message to mediator and electronic mail messages to and from opposing and local counsel regarding mediation and settlement demands and offer	GL 4001	0.20	390.00	78.00	
Jan 7, 2023	MSZ	receive and review income tax return schedule	GL 4001	0.10	390.00	39.00	
Jan 13, 2023	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Jan 19, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on mediation	GL 4001	0.10	435.00	43.50	
Jan 19, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on mediation	GL 4001	0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail message from mediator and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding preparation for mediation	GL 4001	0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding mediation and review mediation agreement	GL 4001	0.10	390.00	39.00	
Jan 23, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001	0.20	390.00	78.00	
Jan 24, 2023	MSZ	telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates regarding mediation	GL 4001	0.60	390.00	234.00	
Jan 24, 2023	MSZ	electronic mail message to mediator regarding mediation	GL 4001	0.10	390.00	39.00	
Jan 24, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation agreement and electronic mail message to mediator	GL 4001	0.10	390.00	39.00	
Jan 24, 2023	MSZ	electronic mail message from opposing counsel regarding mediation and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00	
Jan 24, 2023	MSZ	various electronic mail messages with client, opposing counsel and mediator regarding mediation	GL 4001	0.30	390.00	117.00	
Jan 25, 2023	MSZ	review file and draft mediation memorandum	GL 4001	1.80	390.00	702.00	
Jan 25, 2023	MSZ	electronic mail message from and to client regarding maintenance fees paid	GL 4001	0.10	390.00	39.00	
Jan 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding possible transfer to association	GL 4001	0.20	390.00	78.00	
				5 hours		1915.50	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jan 25, 2023	MSZ	electronic mail message from and telephone call to Attorney Bill Coates regarding mediation memorandum	GL 4001	0.20	390.00	78.00	
Jan 25, 2023	EAN	Finalize Plaintiffs' Confidential Mediation Memorandum	GL 4001	0.30	115.00	34.50	
Jan 26, 2023	MSZ	revise mediation memorandum and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	390.00	39.00	
Jan 26, 2023	MSZ	receive and review Attorney Bill Coates comments on mediation memorandum and electronic mail message to bill regarding same	GL 4001	0.10	390.00	39.00	
Jan 27, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding mediation	GL 4001	0.10	390.00	39.00	
Jan 27, 2023	MSZ	telephone call from Attorney Bill Coates regarding mediation strategy	GL 4001	0.30	390.00	117.00	
Jan 27, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to mediator regarding submission and review final submission	GL 4001	0.10	390.00	39.00	
Jan 30, 2023	MSZ	review electronic mail message from Attorney Bill Coates to mediator and electronic mail message to Bill regarding same	GL 4001	0.10	390.00	39.00	
Jan 31, 2023	MSZ	review file, prepare for mediation and telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates	GL 4001	0.60	390.00	234.00	
Jan 31, 2023	MSZ	attend mediation via Zoom and conferences with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates	GL 4001	6.00	390.00	2,340.00	
Jan 31, 2023	MSZ	telephone calls from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001	0.20	390.00	78.00	
Feb 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations and strategy	GL 4001	0.30	390.00	117.00	
Feb 2, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on strategy	GL 4001	0.10	435.00	43.50	
Feb 2, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy	GL 4001	0.10	390.00	39.00	
Feb 4, 2023	MSZ	electronic mail messages to opposing counsel and Attorney Bill Coates regarding exploring settlement	GL 4001	0.10	390.00	39.00	
Feb 7, 2023	MSZ	telephone call to Attorney Bill Coates regarding trial call and options	GL 4001	0.30	390.00	117.00	
Feb 8, 2023	MSZ	telephones call to David Shalaby, President at Poly-Med, Inc. regarding trial call and settlement strategy	GL 4001	0.20	390.00	78.00	
Feb 8, 2023	MSZ	telephone conference call with opposing counsel and Attorney Bill Coates regarding settlement	GL 4001	0.50	390.00	195.00	
Feb 8, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy	GL 4001	0.10	390.00	39.00	
				9.8 hours		3744	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Feb 9, 2023	MSZ	electronic mail message from opposing counsel regarding settlement and electronic mail message to and from David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	390.00	78.00	
Feb 10, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding withdrawal of settlement offer and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00	
Feb 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement	GL 4001	0.40	390.00	156.00	
Feb 10, 2023	MSZ	telephone call from Attorney Bill Coates regarding options going forward	GL 4001	0.10	390.00	39.00	
Feb 10, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.20	435.00	87.00	
Feb 10, 2023	PPN	Dictate electronic mail message to Attorney Marwan S. Zubi on strategy	GL 4001	0.20	435.00	87.00	
Feb 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001	0.10	390.00	39.00	
Feb 13, 2023	PPN	Work on receive and review electronic mail messages from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	435.00	43.50	
Feb 14, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding moving case to non-jury list	GL 4001	0.10	390.00	39.00	
Feb 15, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding waiver of jury trial	GL 4001	0.10	390.00	39.00	
Feb 15, 2023	MSZ	review electronic mail messages among David Shalaby, President at Poly-Med, Inc., Attorney Paul Peter Nicolai and Attorney Bill Coates regarding waiver of jury and summary judgment motion	GL 4001	0.10	390.00	39.00	
Feb 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai, review file regarding owner percentages and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	390.00	78.00	
Feb 15, 2023	PPN	Telephone call from Atty Coates	GL 4001	0.60	435.00	261.00	
Feb 15, 2023	PPN	Work on receive and review electronic mail messages; telephone call to Coates - left message for return call; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001	0.20	435.00	87.00	
Feb 15, 2023	PPN	Work on telephone call to David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Coates and Attorney Marwan S. Zubi	GL 4001	0.40	435.00	174.00	
Feb 15, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc. - no charge to client	GL 4001	0.10			
				3.2 hours		1285.50	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Feb 16, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	435.00	43.50	
Mar 2, 2023	PPN	Work on review and revise summary judgement papers; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	1.10	435.00	478.50	
Mar 2, 2023	MSZ	review and revise motion for summary judgment	GL 4001	0.10	390.00	39.00	
Mar 2, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion for summary judgment	GL 4001	0.10	390.00	39.00	
Mar 3, 2023	MSZ	review further revisions to motion for summary judgment and electronic mail message to Attorney Bill Coates' office regarding same	GL 4001	0.10	390.00	39.00	
Mar 3, 2023	MSZ	continue revisions to motion for summary judgment and supporting memo and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.70	390.00	273.00	
Mar 3, 2023	PPN	Work on receive and review brief	GL 4001	0.10	435.00	43.50	
Mar 6, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy and admission to SC court	GL 4001	0.20	390.00	78.00	
Mar 6, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding admission pro hac vice	GL 4001	0.10	390.00	39.00	
Mar 6, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Mar 7, 2023	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding deposition	GL 4001	0.10	390.00	39.00	
Mar 8, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
Mar 10, 2023	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Mar 10, 2023	MSZ	receive and review filed motion for summary judgment and supporting documents	GL 4001	0.10	390.00	39.00	
Mar 14, 2023	MSZ	telephone conference call with Attorney Bill Coates regarding hearing on motion and cross-motion for summary judgment	GL 4001	0.30	390.00	117.00	
Mar 15, 2023	MSZ	revise application for admission pro hac vice and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.20	390.00	78.00	
Mar 21, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding town hall	GL 4001	0.10	390.00	39.00	
Mar 21, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding town hall at Clemson, review file and electronic mail messages to	GL 4001	0.20	390.00	78.00	
				3.9 hours		1545	

Date	Initials	Description	GL No	Hold		Subtotal	Tax
Mar 27, 2023	MSZ	review defendants' motion to continue hearing on motion for summary judgment and motion to remove case from jury roster	GL 4001	0.10	390.00	39.00	
Mar 28, 2023	MSZ	review invoices from Roe Cassidy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Mar 29, 2023	MSZ	receive and review electronic mail messages and court orders from Attorney Bill Coates and electronic mail messages to and from Bill regarding same	GL 4001	0.20	390.00	78.00	
Apr 4, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding application for admission and electronic mail message to Elizabeth A. Nicolai regarding same	GL 4001	0.10	390.00	39.00	
Apr 6, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
				.6 hours		195	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Apr 13, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding continuance of hearing and status of request for admission	GL 4001	0.10	390.00	39.00	
Apr 13, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding status of admission to SC court and status of hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
Apr 14, 2023	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Apr 19, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on payment	GL 4001	0.10	435.00	43.50	
Apr 19, 2023	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc. and maintenance fee invoice, electronic mail message to Dave regarding proposed letter to defendant and update damages calculation	GL 4001	0.40	390.00	156.00	
Apr 21, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding pro hac vice admission	GL 4001	0.10	390.00	39.00	
Apr 24, 2023	MSZ	receive and review filed motion for admission pro hac vice and proposed order	GL 4001	0.10	390.00	39.00	
Apr 24, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
Apr 25, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and order granting admission pro hac vice	GL 4001	0.10	390.00	39.00	
Apr 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding likelihood of hearing	GL 4001	0.10	390.00	39.00	
May 8, 2023	EAN	Finalize Consent Motion for Status Conference	GL 4001	0.20	115.00	23.00	
May 10, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
May 12, 2023	MSZ	telephone call from Attorney Bill Coates regarding opposition to motion for summary judgment and cross motion and hearing on motions	GL 4001	0.10	390.00	39.00	
May 12, 2023	MSZ	electronic mail message from court regarding notice of hearing and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	390.00	39.00	
May 15, 2023	MSZ	receive and review defendant's opposition to motion for summary judgment and cross-motion for summary judgment and review file regarding same	GL 4001	0.50	390.00	195.00	
May 15, 2023	MSZ	receive and review electronic mail messages between Attorney Bill Coates and opposing counsel regarding motion to continue hearing	GL 4001	0.10	390.00	39.00	
May 15, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion to continue hearing	GL 4001	0.10	390.00	39.00	
May 16, 2023	MSZ	telephone conversation with Bill Coates regarding summary judgment strategy	GL 4001	0.20	390.00	78.00	
				2.7 hours		963.50	

Date	Initials	Description	GI No	Hold			Subtotal	Tax
May 17, 2023	MSZ	receive and review notice of hearing on motion for summary judgment and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
May 17, 2023	MSZ	receive and review motion to continue hearing and court order	GL 4001		0.10	390.00	39.00	
May 17, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding order on continuance of hearing	GL 4001		0.10	390.00	39.00	
May 18, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding motions for summary judgment and hearing	GL 4001		0.20	390.00	78.00	
May 22, 2023	MSZ	review file and work on motion for summary judgment on counterclaims	GL 4001		0.40	390.00	156.00	
May 23, 2023	MSZ	review file and continue work on motion for summary judgment on counterclaims	GL 4001		2.90	390.00	1,131.00	
May 24, 2023	MSZ	electronic mail message from Attorney William Coates regarding affidavit in support of motion	GL 4001		0.10	390.00	39.00	
May 24, 2023	MSZ	continue research and work on motion for summary judgment and supporting affidavits	GL 4001		1.90	390.00	741.00	
May 24, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft motion for summary judgment and affidavits	GL 4001		0.10	390.00	39.00	
May 24, 2023	EAN	Finalize Plaintiffs' Motion for SJ on Counterclaims, Affidavit of David Shalaby and Affidavit of Jeffrey Ellis	GL 4001		0.40	115.00	46.00	
May 25, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding improvements	GL 4001		0.10	390.00	39.00	
May 25, 2023	MSZ	electronic mail message to Jeff Ellis regarding improvements to properties	GL 4001		0.10	390.00	39.00	
May 25, 2023	MSZ	review file and research for motion for summary judgment	GL 4001		1.10	390.00	429.00	
May 28, 2023	MSZ	continue work on motion for summary judgment on counterclaims	GL 4001		0.20	390.00	78.00	
May 30, 2023	MSZ	telephone call from Attorney Bill Coates regarding motion for summary judgment on counterclaims	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	electronic mail messages from and to Jeff Ellis regarding 2014 improvements	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding motion for summary judgment and hearing on motion	GL 4001		0.30	390.00	117.00	
May 30, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding property improvements	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	revise affidavit of David Shalaby, President at Poly-Med, Inc. and electronic mail message to Dave and Jeff regarding execution of affidavits	GL 4001		0.30	390.00	117.00	
May 30, 2023	MSZ	electronic mail message to Jeff Ellis and David Shalaby, President at Poly-Med, Inc. regarding information for motion for summary judgment	GL 4001		0.10	390.00	39.00	
					8.8 hours		3322	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
May 31, 2023	MSZ	telephone call from Attorney Bill Coates regarding revisions to motion	GL 4001	0.10	390.00	39.00	
May 31, 2023	MSZ	revise motion for summary judgment per information from client	GL 4001	0.50	390.00	195.00	
May 31, 2023	MSZ	research law and draft opposition to defendants' motion for summary judgment	GL 4001	0.10	390.00	39.00	
May 31, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion and affidavits for filing	GL 4001	0.10	390.00	39.00	
May 31, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding affidavits and hearing on motions for summary judgment	GL 4001	0.10	390.00	39.00	
Jun 1, 2023	MSZ	research law and work on opposition to motion for summary judgment	GL 4001	2.90	390.00	1,131.00	
Jun 2, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding motion for summary judgment on counterclaims	GL 4001	0.10	390.00	39.00	
Jun 2, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to cross-motion for summary judgment	GL 4001	0.10	390.00	39.00	
Jun 2, 2023	MSZ	telephone call from Attorney Bill Coates regarding proposed revision to opposition	GL 4001	0.10	390.00	39.00	
Jun 2, 2023	MSZ	continue research and work on opposition to cross-motion for summary judgment	GL 4001	2.60	390.00	1,014.00	
Jun 2, 2023	MSZ	receive and review filed copy of opposition	GL 4001	0.10	390.00	39.00	
Jun 2, 2023	EAN	Finalize Plaintiffs' Memorandum in Opposition to Cross-Motion for Summary Judgment	GL 4001	0.30	115.00	34.50	
Jun 5, 2023	EAN	Finalize Plaintiff's Repy Brief for Motion for Status Conference	GL 4001	0.10	115.00	11.50	
Jun 6, 2023	MSZ	receive and review defendant's motion to compel and review file regarding same	GL 4001	0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion to compel and opposition	GL 4001	0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. motion to compel, opposition and affidavit	GL 4001	0.20	390.00	78.00	
Jun 6, 2023	MSZ	research law, draft motion to compel and draft affidavit in support of motion	GL 4001	3.30	390.00	1,287.00	
Jun 6, 2023	MSZ	electronic mail message from Sheila Dela Cruz regarding information for opposition to motion to compel	GL 4001	0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft affidavit	GL 4001	0.10	390.00	39.00	
Jun 6, 2023	EAN	Finalize Affidavit of David Shalaby	GL 4001	0.20	115.00	23.00	
Jun 7, 2023	MSZ	continue work on opposition to motion to compel	GL 4001	0.50	390.00	195.00	
				11.8 hours		4437	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jun 7, 2023	MSZ	electronic mail messages from and to Mark Smith regarding hearing on motions for summary judgment and motion to compel	GL 4001	0.10	390.00	39.00	
Jun 7, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion to compel	GL 4001	0.10	390.00	39.00	
Jun 7, 2023	MSZ	receive and review court notices of hearing on motion for summary judgment and motion to compel	GL 4001	0.10	390.00	39.00	
Jun 7, 2023	EAN	Finalize Plaintiffs' Opp. Motion to Compel	GL 4001	0.40	115.00	46.00	
Jun 8, 2023	MSZ	receive and review electronic mail message from Samatha Hoffman and letter and check to Research Park	GL 4001	0.10	390.00	39.00	
Jun 8, 2023	MSZ	receive and review filed copies of opposition to motion to compel and affidavit	GL 4001	0.10	390.00	39.00	
Jun 8, 2023	MSZ	electronic mail message to and from Attorney Bill Coates regarding hearing on motions for summary judgment	GL 4001	0.10	390.00	39.00	
Jun 8, 2023	MSZ	review file and prepare for hearing on motions for summary judgment	GL 4001	0.40	390.00	156.00	
Jun 8, 2023	PPN	Work on receive and review electronic mail message from Hoffman - no charge to client	GL 4001	0.10			
Jun 12, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding hearing on motions for summary judgment	GL 4001	0.10	390.00	39.00	
Jun 13, 2023	MSZ	review file and prepare for hearings on motions for summary judgment	GL 4001	2.70	390.00	1,053.00	
Jun 14, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to judge regarding motions to be heard and electronic mail messages to and from Bill regarding corrections to be made	GL 4001	0.30	390.00	117.00	
Jun 14, 2023	MSZ	continue preparations for hearing on motions for summary judgment	GL 4001	0.40	390.00	156.00	
Jun 15, 2023	MSZ	travel to and from hearing on motions for summary judgment, worked 7.6 hours, bill for 3.8 hours	GL 4001	3.80	390.00	1,482.00	
Jun 15, 2023	MSZ	telephone call from Attorney Bill Coates regarding accounting	GL 4001	0.10	390.00	39.00	
Jun 15, 2023	MSZ	travel to and from hearing on motions for summary judgment, worked 7.6 hours, bill for 3.8 hours - no charge to client	GL 4001	3.80			
Jun 15, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding hearing on motions for summary judgment	GL 4001	0.30	390.00	117.00	
Jun 15, 2023	MSZ	attend hearing on motion for summary judgment and waiting time	GL 4001	2.20	390.00	858.00	
Jun 15, 2023	MSZ	telephone call to Attorney Paul Peter Nicolai regarding hearing on motions for summary judgment and possible purchase of park by PMI	GL 4001	0.10	390.00	39.00	
				15.3		4336	

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jun 15, 2023	PPN	Work on telephone call from Attorney Marwan S. Zubi on update; dictate electronic mail message to Clemson	GL 4001	0.30	435.00	130.50	
Jun 16, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding interrogatory to be answered	GL 4001	0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from and to Brian Johnson and David Shalaby, President at Poly-Med, Inc. regarding accountants	GL 4001	0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding accountant and accounting to be done	GL 4001	0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from Attorney Bill Coates and opposing counsel regarding accountant for accounting	GL 4001	0.10	390.00	39.00	
Jun 16, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding accounting firm and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00	
Jun 16, 2023	MSZ	electronic mail messages from Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding accountants	GL 4001	0.10	390.00	39.00	
Jun 19, 2023	MSZ	receive and review employee list and electronic mail message from Sheila Dela Cruz and electronic mail message to Sheila regarding same	GL 4001	0.20	390.00	78.00	
Jun 19, 2023	MSZ	electronic mail messages from and to opposing counsel and David Shalaby, President at Poly-Med, Inc. regarding accountant	GL 4001	0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding contacting new accountant to do accounting, review electronic mail message from Bill to new accountant and electronic mail message from Bill regarding same	GL 4001	0.20	390.00	78.00	
Jun 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding selection of accountant	GL 4001	0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail message to Peter Tiffany regarding accounting	GL 4001	0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail message from Peter Tiffany regarding unavailability to do accounting	GL 4001	0.10	390.00	39.00	
Jun 20, 2023	MSZ	memorandum to file regarding court order at hearing and court comments on dispute	GL 4001	0.10	390.00	39.00	
Jun 20, 2023	MSZ	receive and review electronic mail message from opposing counsel to court clerk regarding status of retention of accountant	GL 4001	0.10	390.00	39.00	
Jun 20, 2023	MSZ	receive and review electronic mail messages and information for answer to interrogatories from Sheila Dela Cruz and electronic mail message to Sheila regarding same	GL 4001	0.10	390.00	39.00	
				2.3 hours		871.50	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Jun 21, 2023	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding employee disclosures	GL 4001		0.10	390.00	39.00	
Jun 21, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding status conference and strategy	GL 4001		0.20	390.00	78.00	
Jun 22, 2023	MSZ	draft supplemental answer to interrogatories and attachment thereto and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.80	390.00	312.00	
Jun 22, 2023	MSZ	receive and review electronic mail message from John King to Attorney Bill Coates declining engagement for accounting	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail message to opposing counsel regarding proposed accountant	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding supplemental answer to interrogatory and accountant search	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding efforts to retain accountant	GL 4001		0.20	390.00	78.00	
Jun 23, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding supplemental answer to interrogatory and review same	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail message from opposing counsel regarding proposed accountant and electronic mail message from Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	telephone call to Attorney Bill Coates regarding court order on motions	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	review court order on motions for summary judgment, injunction and to compel	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	receive and review letter to court and request for hearing transcript from Attorney Bill Coates' office	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding status of accountant search	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail messages to and from opposing counsel regarding accountant selection	GL 4001		0.20	390.00	78.00	
Jun 23, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding court order and motion to amend order	GL 4001		0.20	390.00	78.00	
Jun 26, 2023	MSZ	electronic mail message from opposing counsel regarding retention of accountant	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	research and electronic mail message to Hobbs Group regarding accounting to be performed	GL 4001		0.20	390.00	78.00	
Jun 26, 2023	MSZ	work on motion to amend order	GL 4001		0.90	390.00	351.00	
					3.9 hours		1482	

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Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jun 26, 2023	MSZ	electronic mail message to opposing counsel regarding communication with accountant and motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message from opposing counsel regarding consent to motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message to opposing counsel regarding draft motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding draft motion, review rules and electronic mail message to Bill regarding same	GL 4001	0.20	390.00	78.00	
Jun 26, 2023	EAN	Finalize Plaintiffs' Motion to Amend Order	GL 4001	0.20	115.00	23.00	
Jun 27, 2023	MSZ	electronic mail message from opposing counsel regarding approval of motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 27, 2023	MSZ	receive and review filed copy of motion to amend order, - no charge to client	GL 4001	0.10			
Jun 27, 2023	MSZ	telephone call from Tamara Hannon of the Hobbs Group regarding representation for accounting	GL 4001	0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail message to opposing counsel regarding retention of the Hobbs Group for accounting and engagement terms	GL 4001	0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail message to opposing counsel regarding production of documents to and communications with accountant	GL 4001	0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding engagement of Hobbs Group	GL 4001	0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to opposing counsel regarding terms of accountant engagement	GL 4001	0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding terms of accountant engagement and communication with opposing counsel	GL 4001	0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail messages from and opposing counsel regarding accountant engagement and payment of fee	GL 4001	0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to Tamara Hannon regarding terms of engagement	GL 4001	0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding terms of accountant engagement, fee and motion to amend order	GL 4001	0.10	390.00	39.00	
Jun 29, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding retention of accountant	GL 4001	0.10	390.00	39.00	
Jun 30, 2023	MSZ	complete Hobbs Group intake form and electronic mail message to Tamara Hannon regarding same	GL 4001	0.10	390.00	39.00	
Jul 5, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001	0.10	390.00	39.00	
				2.2 hours		743	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Jul 7, 2023	MSZ	electronic mail message to Tamara Hannon regarding status of Hobbs Group engagement letter	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	receive and review court notice of bench trial	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	telephone call from Attorney Bill Coates regarding settlement negotiations and next steps	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	receive and review transcript of hearing	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	receive and review offer of settlement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	receive and review electronic mail message and draft engagement letter from Tamara Hannon	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message to Tamara Hannon regarding engagement letter and scope and nature of assignment	GL 4001		0.60	390.00	234.00	
Jul 10, 2023	MSZ	receive and review electronic mail message and draft joint motion to continue from Attorney Bill Coates and electronic mail message to Bill regarding same	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail messages from and to opposing counsel regarding settlement offer and trial continuance	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding accountant engagement letter and settlement	GL 4001		0.50	390.00	195.00	
Jul 10, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message to Tamara Hannon regarding proposed revisions to engagement letter	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding trial continuance	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on settlement	GL 4001		0.20	435.00	87.00	
Jul 10, 2023	PPN	Receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Jul 10, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy and status	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on strategy and status	GL 4001		0.10	435.00	43.50	
Jul 11, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding pending motions	GL 4001		0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message from court clerk regarding proposed order	GL 4001		0.10	390.00	39.00	
					3 hours		1188	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jul 11, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding proposed order	GL 4001	0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message to opposing counsel regarding offer of settlement	GL 4001	0.10	390.00	39.00	
Jul 11, 2023	MSZ	draft settlement proposal and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	390.00	78.00	
Jul 11, 2023	MSZ	electronic mail message to opposing counsel regarding offer of settlement and electronic mail message to and from David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding approval of offer of settlement	GL 4001	0.10	390.00	39.00	
Jul 12, 2023	MSZ	receive and review notice of hearing on motion and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to Tamara Hannon regarding engagement letter	GL 4001	0.10	390.00	39.00	
Jul 13, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001	0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001	0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message from Tamara Hannon regarding revised engagement letter, review letter and electronic mail message to opposing counsel regarding payment of retainer	GL 4001	0.20	390.00	78.00	
Jul 13, 2023	MSZ	electronic mail message from opposing counsel regarding sharing accountant's fee	GL 4001	0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding the Hobbs Group engagement letter and retainer	GL 4001	0.10	390.00	39.00	
Jul 14, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding settlement position	GL 4001	0.10	390.00	39.00	
Jul 14, 2023	MSZ	electronic mail message from court clerk regarding amended order and cancellation of hearing	GL 4001	0.10	390.00	39.00	
Jul 17, 2023	MSZ	telephone call from Attorney Bill Coates regarding possible trial date and settlement negotiations	GL 4001	0.10	390.00	39.00	
Jul 17, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. trial date and settlement negotiations	GL 4001	0.10	390.00	39.00	
Jul 17, 2023	MSZ	electronic mail message to Attorney Bill Coates and opposing counsel regarding proposed trial date	GL 4001	0.10	390.00	39.00	
Jul 17, 2023	MSZ	electronic mail message from court clerk and from Attorney Bill Coates regarding possible trial date	GL 4001	0.10	390.00	39.00	
				2 hours		780	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Jul 18, 2023	MSZ	electronic mail message from Tamara Hannon engagement letter and electronic mail message to opposing counsel regarding same	GL 4001	0.20	390.00	78.00	
Jul 18, 2023	MSZ	electronic mail messages from and to opposing counsel regarding communication with the Hobbs Group	GL 4001	0.10	390.00	39.00	
Jul 18, 2023	MSZ	electronic mail messages from opposing counsel regarding accounting engagement letter and proposed trial date	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	MSZ	electronic mail message from opposing counsel regarding offer of settlement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	MSZ	electronic mail message from opposing counsel confirming trial date	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	MSZ	further electronic mail messages from court clerk regarding trial date and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding proposed trial date	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding advanced notice of trial and electronic mail messages from and to Bill regarding trial call procedures	GL 4001	0.20	390.00	78.00	
Jul 19, 2023	MSZ	electronic mail messages from and to Mark Smith regarding Cassidy Coates invoices and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.20			
Jul 19, 2023	MSZ	receive and review revised court order, compare to vacated order and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	390.00	78.00	
Jul 19, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding offer of settlement	GL 4001	0.10	390.00	39.00	
Jul 19, 2023	PPN	Work on receive and review receive and review electronic mail message from Attorney Marwan S. Zubi; review court document	GL 4001	0.10	435.00	43.50	
Jul 20, 2023	MSZ	receive and review electronic mail messages between opposing counsel and Tamara Hannon regarding documents for review	GL 4001	0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail message to opposing counsel regarding settlement offer	GL 4001	0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding revised order, trial and settlement	GL 4001	0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail message to opposing counsel regarding documents to be uploaded	GL 4001	0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding settlement offer	GL 4001	0.10	390.00	39.00	
				2.1 hours		745.50	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Jul 20, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi; receive and review receive and review electronic mail messages on settlement	GL 4001	0.10	435.00		43.50	
Jul 26, 2023	MSZ	electronic mail message to opposing counsel regarding need for delivery of documents to accountant	GL 4001	0.10	390.00		39.00	
Jul 26, 2023	MSZ	electronic mail message from Tamara Hannon regarding document review and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00		39.00	
Jul 28, 2023	MSZ	electronic mail message to opposing counsel regarding need to provide documents to accountant	GL 4001	0.10	390.00		39.00	
Jul 31, 2023	MSZ	electronic mail message from Tamara Hannon regarding status of documents for review	GL 4001	0.10	390.00		39.00	
Aug 1, 2023	MSZ	receive and review documents provided to Tamara Hannon and review file regarding same	GL 4001	0.70	390.00		273.00	
Aug 1, 2023	MSZ	receive and review email from opposing counsel to Tamara Hannon regarding documents for review and review file for comparison to documents produced	GL 4001	0.90	390.00		351.00	
Aug 1, 2023	MSZ	electronic mail message to opposing counsel and Tamara Hannon regarding documents for review and closing file provided	GL 4001	0.10	390.00		39.00	
Aug 2, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding records provided to accountant and telephone call from Dave regarding same	GL 4001	0.10	390.00		39.00	
Aug 4, 2023	MSZ	electronic mail message from opposing counsel regarding settlement offer, review file regarding prior offers and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.40	390.00		156.00	
Aug 4, 2023	MSZ	electronic mail message to opposing counsel regarding park ownership	GL 4001	0.10	390.00		39.00	
Aug 4, 2023	MSZ	review file and electronic mail message to opposing counsel regarding records for accountant	GL 4001	0.30	390.00		117.00	
Aug 4, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding response to offer of settlement	GL 4001	0.10	390.00		39.00	
Aug 4, 2023	MSZ	research and electronic mail messages to and from opposing counsel regarding park owners	GL 4001	0.20	390.00		78.00	
Aug 4, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	435.00		43.50	
Aug 7, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding offer of settlement	GL 4001	0.10	390.00		39.00	
Aug 7, 2023	MSZ	electronic mail message to opposing counsel regarding rejection of offer of settlement	GL 4001	0.10	390.00		39.00	
Aug 7, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding offer of settlement	GL 4001	0.10	390.00		39.00	
				3.8 hours			1491	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Aug 8, 2023	PPN	telephone conversation with Attorney Marwan S. Zubi regarding possible settlement strategy	GL 4001	0.10	435.00	43.50	
Aug 8, 2023	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding possible settlement strategy	GL 4001	0.10	390.00	39.00	
Aug 8, 2023	PPN	Receive, review and reply to electronic mail message from Jeff Ellis	GL 4001	0.10	435.00	43.50	
Aug 9, 2023	MSZ	electronic mail messages from Tamara Hannon regarding status of accounting and download and review additional documents provided by defendant and compare to file documents	GL 4001	0.70	390.00	273.00	
Aug 10, 2023	MSZ	receive and review electronic mail message from opposing counsel and additional documents provided to Tamara Hannon and invoices	GL 4001	0.10	390.00	39.00	
Aug 10, 2023	MSZ	telephone call from Attorney Bill Coates regarding depositions and possible settlement	GL 4001	0.20	390.00	78.00	
Aug 10, 2023	MSZ	electronic mail messages to opposing counsel regarding depositions	GL 4001	0.20	390.00	78.00	
Aug 10, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001	0.10	390.00	39.00	
Aug 10, 2023	MSZ	review local rules regarding depositions	GL 4001	0.10	390.00	39.00	
Aug 10, 2023	MSZ	electronic mail message from opposing counsel regarding inquiry of defendant on records provided to accountant	GL 4001	0.10	390.00	39.00	
Aug 11, 2023	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding settlement and depositions	GL 4001	0.20	390.00	78.00	
Aug 11, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001	0.30	390.00	117.00	
Aug 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding availability for deposition	GL 4001	0.10	390.00	39.00	
Aug 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement	GL 4001	0.20	390.00	78.00	
Aug 11, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001	0.10	390.00	39.00	
Aug 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding settlement discussion with client	GL 4001	0.10	390.00	39.00	
Aug 15, 2023	PPN	Attend video conference with David Shalaby, President at Poly-Med, Inc. and Jeff Ellis; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.20	435.00	87.00	
Aug 16, 2023	MSZ	receive and review electronic mail message and workpapers from Hobbs Group, review file regarding same and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc.	GL 4001	0.30	390.00	117.00	
Aug 21, 2023	MSZ	electronic mail message to opposing counsel regarding request for information from the accountant	GL 4001	0.10	390.00	39.00	
Aug 23, 2023	MSZ	electronic mail messages from and to Demi Lopez regarding information from defendants for accounting	GL 4001	0.10	390.00	39.00	
				3.2 hours		1383	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Aug 23, 2023	MSZ	electronic mail message from opposing counsel regarding deposition and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Aug 23, 2023	MSZ	electronic mail message to opposing counsel regarding integrity of accounting and document production	GL 4001		0.10	390.00	39.00	
Aug 24, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding Wagner deposition	GL 4001		0.10	390.00	39.00	
Aug 24, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding depositions	GL 4001		0.40	390.00	156.00	
Aug 25, 2023	MSZ	electronic mail message to opposing counsel regarding depositions	GL 4001		0.10	390.00	39.00	
Aug 25, 2023	MSZ	telephone call from Attorney Bill Coates regarding Wagner deposition	GL 4001		0.10	390.00	39.00	
Aug 25, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding David Shalaby deposition	GL 4001		0.10	390.00	39.00	
Aug 28, 2023	MSZ	electronic mail messages from and to Mark Smith regarding notice of deposition and review same	GL 4001		0.10	390.00	39.00	
Aug 28, 2023	MSZ	receive and review electronic mail message from Mark Smith to opposing counsel regarding notice of deposition - no charge to client	GL 4001		0.10			
Aug 28, 2023	MSZ	receive and review electronic mail message and documents from Tamara Hannon and electronic mail message to Tamara regarding same	GL 4001		0.20	390.00	78.00	
Aug 28, 2023	MSZ	electronic mail message from opposing counsel regarding error in notice of deposition and electronic mail message to Mark Smith regarding same	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	electronic mail messages from Tamara Hannon regarding status of payments and status of accounting	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	electronic mail messages from opposing counsel regarding payment and need to provide information to accountant and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	receive and review electronic mail message from Tamara Hannon to Dan Wagner regarding information needed for accounting	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	receive and review electronic mail message from Attorney Dan Wagner to Tamara Hannon regarding records for accounting	GL 4001		0.10	390.00	39.00	
Aug 30, 2023	PPN	Teams meeting withAttorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001		0.10	435.00	43.50	
Aug 30, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding exhibits for depositions	GL 4001		0.10	390.00	39.00	
Aug 30, 2023	MSZ	electronic mail messages from and to accountant regarding status of records from defendant and electronic mail message from opposing counsel regarding same	GL 4001		0.20	390.00	78.00	
					2.3 hours		862.50	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Aug 30, 2023	MSZ	Teams meeting with Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001	0.10	390.00	39.00	
Aug 30, 2023	MSZ	electronic mail message from Tamara Hannon regarding accounting	GL 4001	0.10	390.00	39.00	
Aug 31, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding status of accounting	GL 4001	0.10	390.00	39.00	
Aug 31, 2023	MSZ	electronic mail message from Tamara Hannon regarding status of accounting	GL 4001	0.10	390.00	39.00	
Aug 31, 2023	MSZ	compile exhibits and prepare for Wagner deposition	GL 4001	0.90	390.00	351.00	
Sep 1, 2023	MSZ	continue compiling exhibits and preparing for Wagner deposition and electronic mail messages to and from opposing counsel regarding deposition and exhibits	GL 4001	4.10	390.00	1,599.00	
Sep 1, 2023	MSZ	electronic mail messages from and to Mark Smith regarding remote deposition logistics	GL 4001	0.10	390.00	39.00	
Sep 1, 2023	MSZ	electronic mail message to Tamara Hannon regarding status of accounting	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review electronic mail message and report from Tamara Hannon and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Donald Crossley, CFO at Poly-Med, Inc. regarding same	GL 4001	0.40	390.00	156.00	
Sep 5, 2023	MSZ	receive and review electronic mail message from Mark Smith to court reporter regarding deposition exhibits	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	electronic mail messages from and to Mark Smith regarding accounting as deposition exhibit	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding accounting	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	work on objections to notices of deposition	GL 4001	0.30	390.00	117.00	
Sep 5, 2023	MSZ	telephone conference call with Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding accounting and strategy	GL 4001	0.50	390.00	195.00	
Sep 5, 2023	MSZ	electronic mail messages from and to opposing counsel regarding deposition of Dan Wagner	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review electronic mail message and schedule from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review notices of depositions	GL 4001	0.10	390.00	39.00	
Sep 5, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001	0.40	390.00	156.00	
Sep 5, 2023	MSZ	continue review of accounting and preparations for Wagner deposition	GL 4001	1.80	390.00	702.00	
Sep 5, 2023	PPN	Work on receive and review accounting; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.40	435.00	174.00	
Sep 6, 2023	MSZ	work on objections to notices of deposition	GL 4001	0.10	390.00	39.00	
				10.1 hours		3957	

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For the period ending January 31, 2024
NICOLAI LAW GROUP, P.C.

File 2019005
Poly-Med, Inc. / David Shalaby, President
PMI v. Research Park / PPN

Date	Initials	Description	GL No	Hold			Subtotal	Tax
Sep 6, 2023	MSZ	continue preparations for deposition of Dan Wagner	GL 4001		0.40	390.00	156.00	
Sep 6, 2023	MSZ	attend deposition of Dan Wagner	GL 4001		4.20	390.00	1,638.00	
Sep 6, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding deposition preparations	GL 4001		0.40	390.00	156.00	
Sep 6, 2023	MSZ	electronic mail message from Tamara Hannon regarding accounting	GL 4001		0.10	390.00	39.00	
Sep 6, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding Dan Wagner deposition	GL 4001		0.10	390.00	39.00	
Sep 6, 2023	MSZ	research regarding possible remedies	GL 4001		0.60	390.00	234.00	
Sep 6, 2023	MSZ	draft objections to notices of deposition	GL 4001		0.50	390.00	195.00	
Sep 6, 2023	EAN	Prepare draft for objections to notices of depositions	GL 4001		0.10	115.00	11.50	
Sep 7, 2023	MSZ	continue work on objections to Rule 30(b)(6) notices of depositions	GL 4001		0.60	390.00	234.00	
Sep 7, 2023	MSZ	review file, prepare for deposition prep meeting with David Shalaby, President at Poly-Med, Inc. and prepare for trial	GL 4001		1.10	390.00	429.00	
Sep 7, 2023	EAN	Finalize Plaintiffs' Opposition to Notice of PMI Deposition	GL 4001		0.20	115.00	23.00	
Sep 7, 2023	EAN	Finalize Plaintiff's Opposition to Motion for Leave to File Sur-Reply	GL 4001		0.20	115.00	23.00	
Sep 8, 2023	MSZ	receive and review notice of trial from court	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft objections to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message from Mark Smith regarding David Shalaby deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	telephone call from Attorney Bill Coates regarding objection to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message to opposing counsel regarding objection to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 11, 2023	MSZ	review files, compile trial exhibits and prepare for trial	GL 4001		0.40	390.00	156.00	
Sep 12, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001		0.10	390.00	39.00	
Sep 12, 2023	MSZ	continue preparation for telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001		0.30	390.00	117.00	
Sep 12, 2023	MSZ	Teams meeting with David Shalaby, President at Poly-Med, Inc. regarding deposition prep	GL 4001		0.60	390.00	234.00	
Sep 12, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding additional documents for review for his deposition	GL 4001		0.20	390.00	78.00	
Sep 12, 2023	MSZ	continue trial preparations, work on witness outlines	GL 4001		1.70	390.00	663.00	
Sep 12, 2023	MSZ	voicemail message from and returned telephone call to Attorney Bill Coates regarding Shalaby deposition and trial preparations	GL 4001		0.10	390.00	39.00	
					12.4 hours		4687	

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For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Sep 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc., opposing counsel and court reporter regarding deposition	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	receive and review defendant's motion to continue trial and compel arbitration	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding motion to continue trial and compel mediation	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from Attorney Bill Coates regarding motion to continue trial	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding motion to continue trial and compel arbitration	GL 4001	0.30	390.00	117.00	
Sep 13, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding communication with opposing counsel	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	electronic mail message to opposing counsel regarding Shalaby deposition	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from Attorney Paul Peter Nicolai regarding motion to continue trial and compel arbitration	GL 4001	0.10	390.00	39.00	
Sep 13, 2023	MSZ	draft opposition to motion to continue trial and compel mediation	GL 4001	0.80	390.00	312.00	
Sep 13, 2023	EAN	Finalize Plaintiffs' Opp. Motion to Continue Trial and Compel Mediation	GL 4001	0.10	115.00	11.50	
Sep 14, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding his deposition and damages	GL 4001	0.20	390.00	78.00	
Sep 14, 2023	MSZ	receive and review electronic mail message and document from Donald Crossley, CFO at Poly-Med, Inc. for damages calculation and electronic mail message to Don regarding same	GL 4001	0.20	390.00	78.00	
Sep 14, 2023	MSZ	attend deposition of David Shalaby, President at Poly-Med, Inc. via Zoom	GL 4001	3.00	390.00	1,170.00	
Sep 14, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion for filing	GL 4001	0.10	390.00	39.00	
Sep 14, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding opposition to motion and telephone conversation with Bill regarding same	GL 4001	0.20	390.00	78.00	
Sep 14, 2023	MSZ	continue trial preparations and work on witness outline	GL 4001	0.30	390.00	117.00	
Sep 14, 2023	MSZ	electronic mail message to opposing counsel regarding addition document production	GL 4001	0.10	390.00	39.00	
Sep 14, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001	0.50	390.00	195.00	
Sep 14, 2023	MSZ	electronic mail messages from and to opposing counsel regarding additional documents for production	GL 4001	0.10	390.00	39.00	
				6.6 hours		2546.50	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Sep 14, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding electronic mail message to park owners	GL 4001		0.10	390.00	39.00	
Sep 14, 2023	MSZ	continue review of file, work on damages calculation and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding same	GL 4001		0.50	390.00	195.00	
Sep 15, 2023	MSZ	research law for pre-trial brief	GL 4001		0.60	390.00	234.00	
Sep 19, 2023	MSZ	electronic mail message to Mark Smith regarding opposition to motion to continue	GL 4001		0.10	390.00	39.00	
Sep 25, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding status of trial and defendant's motion	GL 4001		0.10	390.00	39.00	
Sep 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding case status	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	continue trial preparations	GL 4001		0.40	390.00	156.00	
Sep 26, 2023	MSZ	electronic mail message to clients regarding trial and trial preparations	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding trial and possible settlement	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	continue trial preparations, review applicable SC rules, compile exhibits and work on witness questions	GL 4001		2.40	390.00	936.00	
Sep 26, 2023	MSZ	electronic mail messages from and to opposing counsel regarding stipulation as to accounting and accountant testimony	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	electronic mail message from Tamara Hannon regarding trial subpoena from opposing counsel	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	continue trial preparations and work on witness outlines	GL 4001		1.80	390.00	702.00	
Sep 27, 2023	MSZ	receive and review electronic mail message and damages analysis from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001		0.20	390.00	78.00	
Sep 27, 2023	MSZ	review file and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	telephone conversation with and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.20	390.00	78.00	
Sep 27, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates and Clark Price regarding SC rules of evidence	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	receive and review electronic mail message and budget from opposing counsel, review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.30	390.00	117.00	
Sep 27, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding defendant's budget and trial	GL 4001		0.20	390.00	78.00	
					7.7 hours		3003	

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Sep 28, 2023	MSZ	electronic mail message to opposing counsel regarding financial statements	GL 4001	0.10	390.00	39.00	
Sep 28, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding pro forma budget	GL 4001	0.10	390.00	39.00	
Sep 28, 2023	MSZ	telephone conference call with Attorney Bill Coates and Mark Smith regarding trial logistics and exhibits	GL 4001	0.20	390.00	78.00	
Sep 28, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding trial logistics	GL 4001	0.10	390.00	39.00	
Sep 28, 2023	MSZ	continue trial preparations	GL 4001	1.50	390.00	585.00	
Sep 28, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on evidence issues for trial	GL 4001	0.30	435.00	130.50	
Sep 28, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on evidence issues for trial	GL 4001	0.30	390.00	117.00	
Sep 28, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on budget document	GL 4001	0.10	435.00	43.50	
Sep 29, 2023	MSZ	continue review of file, preparations for trial and work on witness outlines	GL 4001	4.40	390.00	1,716.00	
Oct 2, 2023	MSZ	electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding status of revised damages calculation	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail message to court reporter regarding status of Shalaby deposition transcript	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail messages from and to court reporter regarding transcript	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	review file and draft trial brief	GL 4001	0.30	390.00	117.00	
Oct 2, 2023	MSZ	receive and review revised damages spreadsheet from Donald Crossley, CFO at Poly-Med, Inc. and compare to prior calculations	GL 4001	0.40	390.00	156.00	
Oct 2, 2023	MSZ	telephone call from Attorney Bill Coates regarding trial logistics	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	continue trial preparations and work on opening statement	GL 4001	0.30	390.00	117.00	
Oct 2, 2023	MSZ	electronic mail message to and from opposing counsel regarding supplemental document production	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding trial brief	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	review Shalaby transcript	GL 4001	0.30	390.00	117.00	
Oct 2, 2023	MSZ	electronic mail message and letter from court reporter regarding Shalaby transcript and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail messages from Mark Smith regarding trial location and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
				9.1 hours		3684	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 3, 2023	MSZ	receive and review electronic mail messages and revised damages calculations from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001	0.20	390.00	78.00	
Oct 3, 2023	MSZ	continue review of Shalaby transcript, prepare draft correction sheet and continue trial preparations	GL 4001	1.70	390.00	663.00	
Oct 3, 2023	MSZ	electronic mail message to opposing counsel regarding defendant's financials and his testimony at trial	GL 4001	0.10	390.00	39.00	
Oct 3, 2023	MSZ	telephone conversation with Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001	0.40	390.00	156.00	
Oct 3, 2023	MSZ	review file and continue work on pre-trial brief	GL 4001	1.30	390.00	507.00	
Oct 3, 2023	MSZ	electronic mail message from opposing counsel regarding attendance of Wagner at trial and defendant's financials	GL 4001	0.10	390.00	39.00	
Oct 3, 2023	EAN	Finalize Damages Calculation as exhibit for trial	GL 4001	0.10	115.00	11.50	
Oct 4, 2023	MSZ	continue trial preparations, work on deposition corrections, compile exhibits, work on witness outlines	GL 4001	1.70	390.00	663.00	
Oct 4, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding additional information on trial and court location	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message to Poly-Med witnesses regarding trial update and exhibits	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message to opposing counsel regarding accounting	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	continue work on trial brief	GL 4001	1.20	390.00	468.00	
Oct 4, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding proposed court order	GL 4001	0.20	390.00	78.00	
Oct 4, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai, voicemail message from David Shalaby, President at Poly-Med, Inc., revise proposed court order and electronic mail message to Dave regarding same	GL 4001	0.30	390.00	117.00	
Oct 4, 2023	MSZ	electronic mail messages from and to court clerk, Attorney Bill Coates and Attorney Paul Peter Nicolai regarding trial readiness and electronic mail message to the court regarding same	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message from court clerk regarding trial and court location	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	receive and review electronic mail messages from Attorney Jeff Ellis	GL 4001	0.10	390.00	39.00	
Oct 4, 2023	MSZ	attend Teams meeting with PMI witnesses	GL 4001	2.30	390.00	897.00	
Oct 4, 2023	PPN	Work on telephone call from Coates; telephone call to Attorney Marwan S. Zubi - left message on voicemail; dictate electronic mail message to Attorney Marwan S. Zubi and Coates	GL 4001	0.30	435.00	130.50	
				10.5 hours		4081	

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PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 4, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi; revise order	GL 4001	0.20	435.00	87.00	
Oct 5, 2023	MSZ	compile and electronic mail messages to opposing counsel regarding proposed trial exhibits and electronic mail message to Mark Smith regarding same	GL 4001	0.30	390.00	117.00	
Oct 5, 2023	MSZ	various electronic mail messages to and from clients regarding trial preparation and review documents from clients	GL 4001	0.70	390.00	273.00	
Oct 5, 2023	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001	0.10	390.00	39.00	
Oct 5, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Jeff Ellis regarding covenants	GL 4001	0.30	390.00	117.00	
Oct 5, 2023	MSZ	telephone call from Attorney Bill Coates regarding trial logistics	GL 4001	0.30	390.00	117.00	
Oct 5, 2023	MSZ	continue trial preparations, work on opening statement	GL 4001	1.90	390.00	741.00	
Oct 5, 2023	EAN	Finalize Plaintiffs' Pre Trial Brief	GL 4001	0.30	115.00	34.50	
Oct 6, 2023	MSZ	electronic mail messages from and to opposing counsel regarding trial exhibits	GL 4001	0.10	390.00	39.00	
Oct 6, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding trial logistics	GL 4001	0.20	390.00	78.00	
Oct 6, 2023	MSZ	continue trial preparations, research and work on opening statement and communications with court and local counsel	GL 4001	4.20	390.00	1,638.00	
Oct 6, 2023	MSZ	electronic mail message to clients regarding tentative hearing dates	GL 4001	0.10	390.00	39.00	
Oct 6, 2023	MSZ	receive and review defendant's exhibits and witness list and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	390.00	78.00	
Oct 9, 2023	MSZ	electronic mail message to opposing counsel regarding defendant's financials	GL 4001	0.10	390.00	39.00	
Oct 9, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding trial logistics	GL 4001	0.10	390.00	39.00	
Oct 9, 2023	MSZ	continue trial preparations	GL 4001	2.70	390.00	1,053.00	
Oct 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding deposition correction sheet	GL 4001	0.10	390.00	39.00	
Oct 9, 2023	MSZ	travel to Anderson, SC, worked 7.4 hours, bill for 3.7 hours - no charge to client	GL 4001	3.70			
Oct 9, 2023	MSZ	travel to Anderson, SC, worked 7.4 hours, bill for 3.7 hours	GL 4001	3.70	390.00	1,443.00	
Oct 9, 2023	MSZ	various electronic mail messages to local counsel, opposing counsel, David Shalaby, President at Poly-Med, Inc. and witness regarding trial issues	GL 4001	0.30	390.00	117.00	
Oct 10, 2023	MSZ	continue trial preparations	GL 4001	0.50	390.00	195.00	
				20.1 hours		6322.50	

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For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 10, 2023	MSZ	attend trial, waiting time, meeting with client, worked 9.5 hours, bill for 8.2 hours	GL 4001	8.20	390.00	3,198.00	
Oct 10, 2023	MSZ	attend trial, waiting time, meeting with client, worked 9.5 hours, bill for 8.2 hours - no charge to client	GL 4001	1.30			
Oct 10, 2023	MSZ	electronic mail message to Attorney Paul Peter Nicolai and Attorney Caroline E. Nicolai regarding trial stategy	GL 4001	0.30	390.00	117.00	
Oct 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his telephone conversation with SCRA	GL 4001	0.20	390.00	78.00	
Oct 10, 2023	PPN	Work on review and revise email form Attorney Caroline E. Nicolai; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.20	435.00	87.00	
Oct 10, 2023	PPN	Work on receive and review email from Attorney Marwan S. Zubi; draft comments; telephone conversation with Attorney Caroline E. Nicolai	GL 4001	0.70	435.00	304.50	
Oct 10, 2023	CEN	telephone call from Attorney Paul Peter Nicolai regarding Attorney Marwan S. Zubi email, work on response and send to Attorney Paul Peter Nicolai for review and send to Attorney Marwan S. Zubi	GL 4001	0.50	330.00	165.00	
Oct 11, 2023	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding strategy	GL 4001	0.20	390.00	78.00	
Oct 11, 2023	MSZ	research law and prepare arguments on interpretation of covenants	GL 4001	2.80	390.00	1,092.00	
Oct 11, 2023	MSZ	travel from Anderson, worked 7.2 hours, bill for 3.6 hours	GL 4001	3.60	390.00	1,404.00	
Oct 11, 2023	MSZ	attend trial and waiting time	GL 4001	3.70	390.00	1,443.00	
Oct 11, 2023	MSZ	travel from Anderson, worked 7.2 hours, bill for 3.6 hours - no charge to client	GL 4001				
Oct 11, 2023	PPN	Work on attempted returned telephone call to David Shalaby, President at Poly-Med, Inc.; telephone conversation with Attorney Marwan S. Zubi on case theory from Judge; send text with further argument to Attorney Marwan S. Zubi	GL 4001	0.30	435.00	130.50	
Oct 12, 2023	MSZ	electronic mail message from opposing counsel and judge regarding judge's request for information	GL 4001	0.20	390.00	78.00	
Oct 12, 2023	MSZ	receive and review electronic mail message from opposing counsel to judge regarding information provided by PMI	GL 4001	0.10	390.00	39.00	
Oct 12, 2023	MSZ	electronic mail message from opposing counsel regarding corrected deposition page designations and review designations	GL 4001	0.40	390.00	156.00	
Oct 12, 2023	MSZ	review file and electronic mail message to judge regarding information requested	GL 4001	1.80	390.00	702.00	
Oct 13, 2023	MSZ	electronic mail message to opposing counsel regarding deposition designations and objections	GL 4001	0.10	390.00	39.00	
Oct 13, 2023	MSZ	continue review of deposition designations, note objections and prepare counter designations	GL 4001	0.60	390.00	234.00	
				25.2 hours		9345	

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NICOLAI LAW GROUP, P.C.

File 2019005
Poly-Med, Inc. / David Shalaby, President
PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 13, 2023	MSZ	review file and draft amended complaint	GL 4001	1.10	390.00	429.00	
Oct 13, 2023	MSZ	electronic mail message to Attorneys Bill Coates and Ross Plyler regarding amended complaint	GL 4001	0.10	390.00	39.00	
Oct 13, 2023	MSZ	electronic mail message from Attorney Ross Plyler regarding amended complaint	GL 4001	0.10	390.00	39.00	
Oct 13, 2023	MSZ	electronic mail messages from and to opposing counsel, court clerk and Attorney Ross Plyler regarding filed deposition designations	GL 4001	0.20	390.00	78.00	
Oct 13, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding amended complaint	GL 4001	0.10	390.00	39.00	
Oct 13, 2023	MSZ	receive and review electronic mail message from Attorney Ross Plyler to Judge regarding amended complaint	GL 4001	0.10	390.00	39.00	
Oct 16, 2023	MSZ	electronic mail message from judge regarding request for information and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Oct 16, 2023	MSZ	electronic mail message from Attorney Ross Plyler regarding filed amended complaint and review same	GL 4001	0.10	390.00	39.00	
Oct 16, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding judge's requests for information	GL 4001	0.30	390.00	117.00	
Oct 16, 2023	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding calculation requested by judge, review calculation and file and electronic mail message to Don regarding same	GL 4001	0.10	390.00	39.00	
Oct 16, 2023	MSZ	voicemail message from Donald Crossley, CFO at Poly-Med, Inc. regarding calculation for judgment and returned telephone call to Don regarding same	GL 4001	0.20	390.00	78.00	
Oct 16, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on trial results	GL 4001	0.20	435.00	87.00	
Oct 16, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on trial results	GL 4001	0.20	390.00	78.00	
Oct 17, 2023	MSZ	review revised calculations from Donald Crossley, CFO at Poly-Med, Inc., review file and electronic mail message to court clerk and judge regarding calculations and plaintiffs' damages	GL 4001	0.30	390.00	117.00	
Oct 19, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding charge in connection with Hannon testimony and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00	
Oct 19, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding invoice, review invoices and statement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.20			
					2.5 hours	1296	

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NICOLAI LAW GROUP, P.C.

File 2019005
Poly-Med, Inc / David Shalaby, President
PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Oct 23, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.30	435.00	130.50	
Oct 24, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding payment of invoices	GL 4001	0.10	390.00	39.00	
Oct 27, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and answer to amended complaint, prepare answer analysis and review file regarding answer to counterclaim	GL 4001	0.60	390.00	234.00	
Oct 27, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding answer to counterclaim	GL 4001	0.10	390.00	39.00	
Oct 30, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding response to counterclaim	GL 4001	0.10	390.00	39.00	
Oct 30, 2023	MSZ	review file and draft reply to amended counterclaim	GL 4001	0.60	390.00	234.00	
Oct 30, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft reply to amended counterclaim	GL 4001	0.10	390.00	39.00	
Oct 31, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and filed rely to amended counterclaim	GL 4001	0.10	390.00	39.00	
Nov 7, 2023	MSZ	review electronic mail message from Attorney Bill Coates and decision by the court and review file regarding damages award reasons for and implications of decision	GL 4001	0.40	390.00	156.00	
Nov 7, 2023	MSZ	telephone call to Attorney Bill Coates regarding court decision and memorandum to file regarding same	GL 4001	0.40	390.00	156.00	
Nov 8, 2023	MSZ	review file and research regarding entitlement to award of fees, implications of decision and strategy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	2.10	390.00	819.00	
Nov 8, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding court decision and strategy	GL 4001	0.30	390.00	117.00	
Nov 8, 2023	MSZ	review file and calculate amount of potential refund due other park owners	GL 4001	0.90	390.00	351.00	
Nov 8, 2023	PPN	Work on receive and review email form Attorney Marwan S. Zubi; review decision; dictate electronic mail message to team	GL 4001	0.20	435.00	87.00	
Nov 8, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on damages calculations for decision making	GL 4001	0.10	435.00	43.50	
Nov 8, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on damages calculations for decision makeing	GL 4001	0.10	390.00	39.00	
Nov 9, 2023	MSZ	review file for settlement discussion and continue fee refund calculations	GL 4001	0.30	390.00	117.00	
Nov 9, 2023	MSZ	continue research for request for attorney's fees	GL 4001	1.00	390.00	390.00	
Nov 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding potential refund due park owners	GL 4001	0.10	390.00	39.00	
				7.9 hours		3108	

Date	Initials	Description	GL No	Hold		Subtotal	Tax
Nov 9, 2023	MSZ	electronic mail messages from the Hobbs Group and Dan Wagner regarding outstanding invoice and electronic mail messages to opposing counsel and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.20	390.00	78.00	
Nov 9, 2023	MSZ	research regarding possible liability from assignment of rights under covenants and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	390.00	78.00	
Nov 9, 2023	MSZ	telephone call from opposing counsel regarding offer of settlement and electronic mail message to opposing counsel regarding same	GL 4001	0.20	390.00	78.00	
Nov 9, 2023	MSZ	review file and draft proposed order	GL 4001	0.80	390.00	312.00	
Nov 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding offer of settlement	GL 4001	0.10	390.00	39.00	
Nov 9, 2023	MSZ	telephone call to opposing counsel - left message for return call - no charge to client	GL 4001	0.10			
Nov 9, 2023	MSZ	attend Teams meeting with David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai	GL 4001	0.50	390.00	195.00	
Nov 9, 2023	PPN	Attend video conference with team on offer	GL 4001	0.50	435.00	217.50	
Nov 9, 2023	PPN	Receive and review electronic mail message from Attorney Marwan S. Zubi on settlement	GL 4001	0.10	435.00	43.50	
Nov 9, 2023	PPN	Receive and review electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Nov 9, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel on settlement demand	GL 4001	0.10	390.00	39.00	
Nov 10, 2023	PPN	Work on receive and review email from Attorney Marwan S. Zubi on offer; telephone call to Attorney Marwan S. Zubi; telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi on respoinse	GL 4001	0.20	435.00	87.00	
Nov 10, 2023	MSZ	electronic mail message from opposing counsel regarding rejection of settlement demand and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Nov 10, 2023	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel regarding settlement demand and consequences of order	GL 4001	0.10	390.00	39.00	
Nov 10, 2023	MSZ	telephone conversation with opposing counsel regarding settlement demand and consequences of order and memorandum to file regarding same	GL 4001	0.30	390.00	117.00	
Nov 10, 2023	MSZ	telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding strategy regarding rejection of offer	GL 4001	0.10	390.00	39.00	
Nov 13, 2023	MSZ	continue review of file and work on proposed findings of fact and order	GL 4001	3.40	390.00	1,326.00	
				7.1 hours		2770.50	

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For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold			Subtotal	Tax
Nov 14, 2023	MSZ	continue research for proposed formal order and work on proposed order	GL 4001		3.70	390.00	1,443.00	
Nov 15, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding time period for removal of trailers	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	continue research, review of file and work on proposed memorandum and order	GL 4001		1.70	390.00	663.00	
Nov 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding trailer strategy and electronic mail message to Paul and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai on proposed memorandum and order and trailers strategy	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding trailers	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	PPN	Receive, review and reply to electronic mail messages from Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
Nov 15, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on loans and timing	GL 4001		0.10	435.00	43.50	
Nov 15, 2023	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi; review brief	GL 4001		0.40	435.00	174.00	
Nov 16, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding proposed memorandum and order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding Memorandum and Order and trailers	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding trailer timeline and arguments in support	GL 4001		0.20	390.00	78.00	
Nov 16, 2023	MSZ	electronic mail message from Jeff Ellis regarding trailer timeline	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message to judge regarding motion to alter or amend order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	research law, draft motion to alter or amend judgment and electronic mail messages and telephone call to Attorney Bill Coates and Ross Plyler regarding same	GL 4001		2.20	390.00	858.00	
Nov 16, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc. on new building timing	GL 4001		0.10	435.00	43.50	
Nov 17, 2023	MSZ	electronic mail messages from and to opposing counsel, judge and Attorneys Bill Coats and Ross Plyler regarding submissions to the court and responses to be filed	GL 4001		0.30	390.00	117.00	
					9.7 hours		3810	

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PreBill (Already Billed Time - by Date)

For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GL No	Hold		Subtotal	Tax
Nov 20, 2023	MSZ	electronic mail message from court clerk regarding post trial submissions	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	receive and review electronic mail message from Attorney Ross Plyler and filed copy of motion to amend judgment	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	receive and review defendants' motion to alter or amend judgment, brief on trailers and affidavits	GL 4001	0.30	390.00	117.00	
Nov 20, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendants motions to amend judgment and for attorney's fees	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from judge regarding proposed order	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding defendants' post trial motions	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding trailer issue	GL 4001	0.20	390.00	78.00	
Nov 20, 2023	MSZ	research law and draft brief regarding trailers	GL 4001	3.00	390.00	1,170.00	
Nov 20, 2023	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding court decision and motions and notice to Clemson	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from court clerk regarding final order and motions to amend	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message to Jeff Ellis and electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding trailer lease term	GL 4001	0.10	390.00	39.00	
[redacted]							
Nov 20, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft affidavit	GL 4001	0.10	390.00	39.00	
Nov 20, 2023	PPN	Receive and review electronic mail messageS from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
[redacted]							
Nov 20, 2023	PPN	Receive, review and reply to electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi; telephone call to Attorney Marwan S. Zubi	GL 4001	0.20	435.00	87.00	
				4.7 hours		1846.50	

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For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GL No	Hold		Subtotal	Tax
Nov 20, 2023	PPN	Work on receive and review David Shalaby, President at Poly-Med, Inc. affidavit; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Nov 20, 2023	PPN	Receive, review and reply to electronic mail messages from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc. on affidavit	GL 4001	0.10	435.00	43.50	
Nov 20, 2023	EAN	Finalize Affidavit of David Shalaby	GL 4001	0.10	115.00	11.50	
Nov 21, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.10	435.00	43.50	
Nov 21, 2023	MSZ	receive and review electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding Dave's affidavit, review revised affidavit and electronic mail message to Dave regarding same	GL 4001	0.20	390.00	78.00	
Nov 21, 2023	MSZ	continue work on motion for reconsideration and brief regarding trailers	GL 4001	1.50	390.00	585.00	
Nov 21, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding proposed electronic mail message to judge on trailers issue	GL 4001	0.20	390.00	78.00	
Nov 21, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion for reconsideration and brief regarding trailers	GL 4001	0.10	390.00	39.00	
Nov 21, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001	0.20	390.00	78.00	
Nov 21, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to judge regarding trailers brief and motion	GL 4001	0.10	390.00	39.00	
Nov 21, 2023	MSZ	receive and review electronic mail message from judge regarding trailers brief and motion, revise brief and electronic mail messages from and to Attorney Bill Coates and Ross Plyler regarding filing	GL 4001	0.30	390.00	117.00	
Nov 21, 2023	EAN	Finalize Motion for Reconsideration	GL 4001	0.30	115.00	34.50	
Nov 22, 2023	MSZ	receive and review notice of filing brief on trailers and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Nov 22, 2023	MSZ	receive and review invoice from Cassidy Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Nov 23, 2023	PPN	Work on receive and review brief on buildings	GL 4001	0.20	435.00	87.00	
[redacted]							
Nov 28, 2023	MSZ	electronic mail message from opposing counsel regarding proposed order	GL 4001	0.10	390.00	39.00	
				3.8 hours		1355.50	

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PreBill (Already Billed Time - by Date)

For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Nov 28, 2023	MSZ	telephone call from Attorney Ross Plyler regarding proposed order	GL 4001	0.10	390.00	39.00	
Nov 28, 2023	MSZ	telephone call from Attorney Paul Peter Nicolai regarding strategy	GL 4001	0.10	390.00	39.00	
Nov 28, 2023	MSZ	research law for opposition to motion to strike	GL 4001	0.40	390.00	156.00	
Nov 28, 2023	MSZ	receive and review defendant's motion to strike and related documents and review file for opposition	GL 4001	0.40	390.00	156.00	
Nov 28, 2023	PPN	Work on receive and review email from opposing counsel; telephone call to Attorney Marwan S. Zubi; review opposing counsel pleading; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.20	435.00	87.00	
Nov 29, 2023	MSZ	continue research, review file and work on opposition to motion to strike	GL 4001	2.50	390.00	975.00	
Nov 29, 2023	MSZ	electronic mail message to Jeff Ellis regarding request for information	GL 4001	0.10	390.00	39.00	
Nov 29, 2023	EAN	Finalize opposition to motion to strike	GL 4001	0.40	115.00	46.00	
Nov 30, 2023	MSZ	electronic mail message from Jeff Ellis regarding information for opposition to motion to strike	GL 4001	0.10	390.00	39.00	
Nov 30, 2023	MSZ	review file and prepare for telephone call with opposing counsel	GL 4001	0.40	390.00	156.00	
Nov 30, 2023	MSZ	telephone conversation with opposing counsel regarding proposed order and memorandum to file regarding same	GL 4001	0.60	390.00	234.00	
Nov 30, 2023	MSZ	revise opposition to motion to strike and electronic mail message to Attorneys Bill Coates and Ross Plyler regarding same	GL 4001	0.30	390.00	117.00	
Dec 1, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding opposing and communication with opposing counsel	GL 4001	0.10	390.00	39.00	
Dec 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy, worked .3 hours, bill for .2 hours - no charge to client	GL 4001	0.10			
Dec 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy, worked .3 hours, bill for .2 hours	GL 4001	0.20	390.00	78.00	
Dec 1, 2023	MSZ	review file regarding opposition to motions to alter or amend judgment and motion for attorney's fees	GL 4001	0.20	390.00	78.00	
Dec 1, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion and motion for attorney's fees	GL 4001	0.10	390.00	39.00	
Dec 1, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy regarding proposed order and motions	GL 4001	0.20	390.00	78.00	
Dec 14, 2023	MSZ	electronic mail message to opposing counsel regarding comments on proposed order	GL 4001	0.10	390.00	39.00	
Dec 15, 2023	MSZ	review defendant's motion to alter or amend judgment and work on opposition	GL 4001	0.40	390.00	156.00	
				7 hours	Text	2551	

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PreBill (Already Billed Time - by Date)

For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Dec 19, 2023	MSZ	review file for motion for attorney's fees and electronic mail messages to and from Elizabeth A. Nicolai regarding same	GL 4001	0.20	390.00	78.00	
Dec 20, 2023	MSZ	electronic mail messages to and from opposing counsel regarding proposed order	GL 4001	0.20	390.00	78.00	
Dec 20, 2023	MSZ	research law for opposition to motion to alter or amend judgment	GL 4001	0.10	390.00	39.00	
Dec 21, 2023	MSZ	review invoice from Attorney Bill Coates and electronic mail messages to and from Bill regarding same - no charge to client	GL 4001	0.10			
Jan 2, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of proposed order and electronic mail message to judge and court clerk	GL 4001	0.10	390.00	39.00	
Jan 3, 2024	MSZ	electronic mail messages to and from Attorney Bill Coates regarding proposed message to court on case status	GL 4001	0.10	390.00	39.00	
Jan 3, 2024	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding status of proposed order	GL 4001	0.10	390.00	39.00	
Jan 4, 2024	MSZ	electronic mail messages from and to Tamara Hannon regarding outstanding invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	0.10	390.00	39.00	
Jan 18, 2024	MSZ	receive and review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Jan 25, 2024	MSZ	electronic mail messages from and to and telephone conversation with Attorney Bill Coates regarding status of joint order from opposing counsel	GL 4001	0.20	390.00	78.00	
Jan 25, 2024	MSZ	electronic mail message to opposing counsel regarding status of joint order	GL 4001	0.10	390.00	39.00	
Jan 25, 2024	MSZ	electronic mail message from opposing counsel regarding status of joint order and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.20	390.00	78.00	
Jan 29, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding his communication with opposing counsel on status of joint order	GL 4001	0.10	390.00	39.00	
				2.1 hours		585	

[redacted]

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PreBill (Billable - Sorted by Date)
For the period ending March 1, 2024
NICOLAI LAW GROUP, P.C.

File 2019005
Poly-Med, Inc. / David Shalaby, President
PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold	Hours	Rate	Subtotal	Tax
Time Activities								
Feb 1, 2024	MSZ	review trial transcript and defendants' proposed revisions to draft proposed order	GL 4001		0.60	413.00	247.80	
Feb 1, 2024	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.20	413.00	82.60	
Feb 1, 2024	MSZ	electronic mail message from opposing counsel regarding proposed order	GL 4001		0.10	413.00	41.30	
Feb 2, 2024	MSZ	continue review of defendant's proposed order and trial transcript	GL 4001		1.20	413.00	495.60	
Feb 5, 2024	MSZ	continue review of defendant's proposed order and trial transcript and continue work on motion to strike	GL 4001		3.70	413.00	1,528.10	
Feb 5, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendant's proposed order and proposed strategy	GL 4001		0.10	413.00	41.30	
Feb 5, 2024	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.20	413.00	82.60	
Feb 5, 2024	MSZ	telephone conversation with Attorney Bill Coates regarding strategy for proposed order and motion for attorney's fees	GL 4001		0.30	413.00	123.90	
Feb 5, 2024	MSZ	electronic mail messages from opposing counsel regarding proposed orders, review applicable rules and electronic mail message to opposing counsel	GL 4001		1.20	413.00	495.60	
Feb 6, 2024	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel on proposed order	GL 4001		0.10	413.00	41.30	
Feb 7, 2024	MSZ	receive and review electronic mail messages from opposing counsel and comments on proposed order	GL 4001		0.10	413.00	41.30	
Feb 8, 2024	MSZ	review file and revise and comment on proposed orders	GL 4001		5.70	413.00	2,354.10	
Feb 8, 2024	MSZ	electronic mail message to Attorneys Bill Coates and Ross Plyler regarding proposed order	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	continue work on comments and revisions to proposed orders	GL 4001		0.40	413.00	165.20	
Feb 9, 2024	MSZ	electronic mail message to opposing counsel regarding proposed orders	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from Attorney Ross Plyler regarding notice of filings	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to court clerk regarding proposed order and trial transcript and further electronic mail messages from and to Attorney Ross Plyler regarding same	GL 4001		0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail messages to David Shalaby, President at Poly-Med, Inc. regarding proposed orders filed with the court	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to Attorney Ross Plyler regarding proposed orders and communication with court	GL 4001		0.20	413.00	82.60	

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PreBill (Billable - Sorted by Date) **File 2019005**

For the period ending March 1, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Feb 9, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates and Ross Plyler regarding communications with court	GL 4001	0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail message to court clerk regarding original proposed order	GL 4001	0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail messages from court clerk and Attorney Ross Plyler regarding court filings	GL 4001	0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding defendant's proposed order	GL 4001	0.10	413.00	41.30	
Feb 15, 2024	MSZ	receive and review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Feb 19, 2024	MSZ	research, work on opposition to motion for attorney fees and motion for attorney's fees	GL 4001	0.50	413.00	206.50	
Feb 20, 2024	MSZ	electronic mail message from opposing counsel to court clerk regarding propose order	GL 4001	0.10	413.00	41.30	
Feb 20, 2024	MSZ	receive and review electronic mail message from court clerk and proposed orders to be reviewed by the judge	GL 4001	0.20	413.00	82.60	
Feb 20, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding proposed order to be reviewed by the court	GL 4001	0.30	413.00	123.90	
Feb 20, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding proposed order submission and possible appeal, worked .3 hours, bill for .2 hours - no charge to client	GL 4001	0.10			
Feb 20, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding proposed order submission and possible appeal, worked .3 hours, bill for .2 hours	GL 4001	0.20	413.00	82.60	
Feb 27, 2024	MSZ	electronic mail message from judge's secretary regarding order and judgment and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.10	413.00	41.30	
Feb 27, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding court request regarding form 4 order, electronic mail message to judge's secretary and electronic mail message to opposing counsel regarding same	GL 4001	0.20	413.00	82.60	
Feb 27, 2024	MSZ	electronic mail message from judge' secretary regarding judgment and electronic mail messages to and from Attorney Bill Coates regarding same and regarding attorney's fees affidavit	GL 4001	0.10	413.00	41.30	
Feb 27, 2024	MSZ	review file and draft Form 4 judgment	GL 4001	0.50	413.00	206.50	
Feb 27, 2024	MSZ	receive and review court final order, compare to draft and electronic mail messages to David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates regarding same	GL 4001	0.50	413.00	206.50	
Feb 27, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding approval of form 4 judgment	GL 4001	0.10	413.00	41.30	

Date	Initials	Description	GI No	Hold		Subtotal	Tax
Feb 27, 2024	MSZ	research effect of interim judgment on appeal period and interest and calculate interest	GL 4001	1.10	413.00	454.30	
Feb 28, 2024	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding judgment	GL 4001	0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail message to court clerk regarding proposed judgment	GL 4001	0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail messages from and to opposing counsel regarding proposed judgment	GL 4001	0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail message from judge's secretary regarding form 4 judgment	GL 4001	0.10	413.00	41.30	
Feb 28, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding judgment and strategy	GL 4001	0.20	413.00	82.60	
Feb 28, 2024	MSZ	electronic mail messages from and to judge's secretary regarding judgment, complete new form 4 judgment per court's request and electronic mail message to opposing counsel regarding same	GL 4001	0.50	413.00	206.50	
Feb 29, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of judgment and electronic mail messages to and from opposing counsel regarding need for response	GL 4001	0.20	413.00	82.60	
Feb 29, 2024	MSZ	electronic mail message from opposing counsel regarding proposed form 4 judgment	GL 4001	0.10	413.00	41.30	
Feb 29, 2024	MSZ	electronic mail message to judge' secretary regarding agreed upon proposed form 4 judgment	GL 4001	0.10	413.00	41.30	
			Total Time	20.90 Hours		8,549.10	

[redacted]

371.1 hours $131,978.60

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EXHIBIT B

ELECTRONICALLY FILED - 2024 Mar 08 11:37 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

PreBill (Already Billed Disbursements - by Date) **File 2019005**

For the period ending January 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	GI No	Hold		Subtotal	Tax
[redacted]							
Oct 3, 2023	EAN	Invoice for certified copy of transcript from deposition of David Shalaby	GL 4500	1.00	414.45	414.45	
Oct 11, 2023	MSZ	Gas expense for trial	GL 4500	1.00	19.95	19.95	
Oct 11, 2023	MSZ	Meals Expenses for Trial	GL 4501	1.00	75.23	75.23	
Oct 11, 2023	MSZ	Hotel Charges for Trial	GL 4501	1.00	354.74	354.74	
Oct 11, 2023	MSZ	Rental Car for Trial	GL 4500	1.00	212.58	212.58	
Oct 11, 2023	MSZ	Mileage to and from airport for trial	GL 4501	30.00	0.58	17.40	
Oct 11, 2023	MSZ	Parking for Trial	GL 4501	1.00	46.70	46.70	
[redacted]							

Total $1,141,05

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Exhibit 2

ELECTRONICALLY FILED - 2024 Mar 08 11:37 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	**AFFIDAVIT OF WILLIAM A. COATES**

PERSONALLY APPEARED BEFORE ME: William A. Coates, who deposes and says:

1. I have personal knowledge of the facts contained in this affidavit, except those expressly denominated as "upon information and belief."
2. I was admitted to practice by the Supreme Court of the State of South Carolina in 1974 and have been practicing continually ever since.
3. I am also admitted to practice before the United States District Court for the District of South Carolina and the United States Court of Appeals for the Fourth Circuit, as well as other federal courts on a *pro hoc vice* basis.
4. Beginning in the fall of 1974 and continuing through August 1976, I was employed on the legal staff of a United States Senator in Washington DC.
5. From 1976 until the spring of 1980, I served as an Assistant United States Attorney for the District of South Carolina located in Greenville.
6. I entered the private practice of law in 1980, with the firm of Love Thornton Arnold & Thomason, where I served for approximately 22 years.

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7. In January 2002, I was one of the founders of the firm now known as Cassidy Coates Price PA where I continue to practice. This firm was associated by the Nicolai Law Group to serve as local counsel representing the plaintiffs in this action.
8. The rate for my representation was $330.00 per hour, which has not changed during the course of this litigation.
9. My routine hourly rate begins at $350.00 per hour and often exceeds $400.00 per hour.
10. My partner Ross Plyler was involved in this case for a period of time, primarily surrounding the trial. Mr. Plyler's rate is $300.00 per hour.
11. Lillian Keeling and Cole Goode, both associates of this firm, performed legal research in this matter. Their rate is $200.00 per hour.
12. Mr. Plyler, Ms. Keeling, and Mr. Goode are all admitted to practice by the Supreme Court of the State of South Carolina.
13. Two paralegals spent time on this case. Their rate is $95.00 per hour.
14. Based on my 40-plus years of experience practicing litigation in the courts of South Carolina, I believe that the hourly rates charged by this firm are in line with those charged by other similarly experienced professionals in this state.
15. Exhibit A is a record of time and expenses associated with this action through February 29, 2024.
16. According to the records reflected in Exhibit A, the attorneys and legal assistants at Cassidy Coates Price spent a total of 213.20 hours on this matter. The majority of those hours were performed by me.
17. Based on my experience practicing in this type of litigation, the length and the complexity of this matter, and the results achieved, I believe the number of hours expended on this

matter are reasonable and proper. The total legal fees incurred by plaintiffs to Cassidy Coates Price in this matter through February 29, 2024, is $63,562.50.

18. Cassidy Coates Price advanced a total of $4,100.48 in expenses for this litigation, including transcripts of hearings and trial, as well as filing fees and travel reimbursement.

19. Based on my experience practicing this type of litigation in South Carolina for 40-plus years, I believe the above total fees and expenses are fair and reasonable.

FURTHER AFFIANT SAYETH NOT:

William A. Coates

The foregoing instrument was acknowledged before me this 8th day of March 2024, by William A. Coates, who is personally known to me.

SWORN to before me this
8th day of March ,2024.
Notary Public for South Carolina

Meredith A. Swetenburg
Notary Public, State of South Carolina
My Commission Expires July 16, 2028

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Exhibit A

ELECTRONICALLY FILED - 2024 Mar 08 11:37 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

03/07/2024 WAC

ROE CASSIDY COATES & PRICE PA
Attorneys At Law
POST OFFICE BOX 10529
GREENVILLE, SOUTH CAROLINA 29603
TELEPHONE: (864)349-2600
FEDERAL TAX ID [redacted]

Marwan S. Zubi
Nicolai Law Group, PC
1500 Main Street, Suite 1914
Springfield MA 01115

* indicates work-in-process
Client #: 3440
File #: 3440.0001
As of Date: 03/07/2024
Last Billed 08/31/2022

RE: Poly-Med, Inc v. Research Park, LLC and Innovate Anderson

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED

DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	HOURS	AMOUNT
04/29/2021	WAC	Review of draft complaint; preparation of revisions of draft complaint; review of covenant.	1.80	
04/29/2021	FWS	Conference with Bill Coates (re: thoughts on Complaint).	.20	
04/30/2021	WAC	Long distance call to Marwan Zubi; receipt and review of email traffic with Marwan Zubi; preparation of latest drafts of complaint.	.20	
05/03/2021	WAC	Review of several versions of Complaint; Receipt and review of email traffic	.50	
07/13/2021	WAC	Review of final Complaint; Receipt and review of email traffic	.40	
07/16/2021	WAC	Receipt and review of email traffic	.30	
07/27/2021	WAC	Receipt and review of email traffic re; service issues; Research	1.00	
07/28/2021	WAC	Receipt and review of email traffic	.20	
07/29/2021	WAC	Receipt and review of email traffic	.20	
07/30/2021	WAC	Receipt and review of email traffic	.20	
08/02/2021	WAC	Receipt and review of email traffic	.20	
08/03/2021	WAC	Long distance call to Leon Harmon, Anderson County Attorney	.30	
08/04/2021	WAC	Call to Frank McClain - Anderson City Attorney	.30	

08/04/2021 WAC	Long distance call to Marwan Zubi	.20
08/04/2021 WAC	Receipt and review of email traffic	.10
08/09/2021 WAC	Telephone conference with Steve Buckingham	.30
08/09/2021 WAC	Receipt and review of email traffic with Marwan Zubi	.20
08/12/2021 WAC	Receipt and review of email traffic with co-counsel	.10
08/16/2021 WAC	Receipt and review of email traffic	.30
08/23/2021 WAC	Receipt and review of email traffic	.20
08/26/2021 WAC	Telephone conference with Adam Bach (Innovate Counsel)	.30
08/26/2021 WAC	Receipt and review of email traffic re: extension	.10
08/30/2021 WAC	Telephone conference with Leon Harmon	.20
08/30/2021 WAC	Receipt and review of email traffic	.10
09/20/2021 WAC	Receipt and review of email traffic; Review of documents from Innovate Anderson	.20
09/22/2021 WAC	Receipt and review of Innovate Subpoena Response	.50
09/22/2021 WAC	Long distance call to Marwan Zubi	.30
09/22/2021 WAC	Telephone conference with Adam Bach	.20
09/24/2021 WAC	Receipt and review of Court notice; Receipt and review email traffic	.50
09/28/2021 WAC	Telephone conference with Adam Bach	.20
09/28/2021 WAC	Receipt and review of email traffic	.20
10/01/2021 WAC	Receipt and review of email traffic	.10
10/01/2021 WAC	Telephone conference with Adam Bach	.20
10/04/2021 WAC	Telephone conference with Adam Bach	.10
10/05/2021 WAC	Receipt and review of email traffic	.20
10/05/2021 WAC	Long distance call to Marwan Zubi	.20
10/06/2021 WAC	Receipt and review of email traffic (several)	.40
10/07/2021 WAC	Receipt and review of email traffic	.20
10/18/2021 WAC	Receipt and review of email traffic	.20
10/19/2021 WAC	Review of draft response	.50
10/19/2021 WAC	Review of Defendant motion/memo to dismiss	.50
10/22/2021 WAC	Preparation for hearing; Legal Research	2.00
10/25/2021 WAC	Preparation for hearing	1.00
11/04/2021 WAC	Receipt and review of draft Request to Produce and Interrogatories; Receipt and review of email traffic	.60
11/05/2021 WAC	Receipt and review of email traffic with Marwan Zubi	.30
11/05/2021 WAC	Receipt and review of email traffic with Court	.20

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12/07/2021 WAC	Legal research	1.00
12/07/2021 WAC	Preparation for hearing	1.50
12/07/2021 WAC	Receipt and review of email traffic	.30
12/08/2021 WAC	Receipt and review of email traffic	.20
12/10/2021 WAC	Review of draft discovery; Receipt and review of email traffic re draft discovery	.40
12/20/2021 WAC	Receipt and review of email traffic	.20
01/19/2022 WAC	Preparation for hearing; Travel to and from Anderson; Attendance at hearing on motions	4.00
01/24/2022 WAC	Receipt and review of four Orders; Letter to Mawan Zubi; Receipt and review of email traffic with Tom Vanderbloemen counsel for Tile Council.	.60
02/08/2022 WAC	Review of Answer and counterclaim	.50
02/08/2022 WAC	Receipt and review of email traffic re: answer and counterclaim	.20
02/15/2022 WAC	Long distance call to Marwan Zubi	.25
02/15/2022 WAC	Receipt and review of email traffic	.10
02/28/2022 WAC	Review of defendant's discovery responses but not documents produced	.50
02/28/2022 WAC	Receipt and review of email traffic	.20
03/03/2022 WAC	Review of Answer & Counterclaim	.30
03/03/2022 WAC	Preparation of first draft reply	.40
03/03/2022 WAC	Receipt and review of email traffic	.20
03/03/2022 WAC	Long distance call to Marwan Zubi	.20
03/07/2022 WAC	Preparation of reply	.40
03/07/2022 WAC	Receipt and review of email traffic	.20
03/08/2022 WAC	Long distance call to Marwan Zubi	.20
03/08/2022 WAC	Receipt and review of email traffic	.20
03/10/2022 WAC	Receipt and review of email traffic	.20
03/11/2022 WAC	Telephone conference with Steve Buckingham	.40
03/11/2022 WAC	Long distance call to Marwan Zubi	.30
03/11/2022 WAC	Receipt and review of email traffic	.20
03/22/2022 WAC	Receipt and review of Defendant's discovery requests	.40
03/22/2022 WAC	Telephone conference with Steve Buckingham	.30
03/22/2022 WAC	Long distance call to Marwan Zubi	.25
03/22/2022 WAC	Letter to Steve Buckingham	.30
03/23/2022 WAC	Receipt and review of email traffic	.20
03/25/2022 WAC	Telephone conference with Steve Buckingham	.30
03/31/2022 WAC	Review of material from Steve Buckingham; Receipt and review of email traffic	.50

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04/12/2022 WAC	Receipt and review of email traffic	.20
04/18/2022 WAC	Receipt and review of email traffic	.30
04/18/2022 WAC	Letter to Steve Buckingham	.30
04/19/2022 WAC	Receipt and review of email traffic	.20
04/19/2022 WAC	Letter to Steve Buckingham	.30
04/28/2022 WAC	Telephone conference with Tom Vanderhausen	.40
05/04/2022 WAC	Receipt and review of email traffic and Telephone conversation with Steve Buckingham	.30
05/09/2022 WAC	Receipt and review of email traffic; Telephone conference with Steve Buckingham	.40
05/10/2022 WAC	Telephone conference with Marwan Zubi	.20
05/16/2022 WAC	Receipt and review of email traffic	.30
05/16/2022 WAC	Telephone conference with Steve Buckingham	.20
05/17/2022 WAC	Receipt and review of email traffic; Review of filings/ discovery etc.; letter to Steve Buckingham	1.50
05/18/2022 WAC	Preparation of Subpoenas	.50
05/18/2022 WAC	Letters to Bank officials	.40
05/24/2022 WAC	Receipt and review of email traffic	.20
05/25/2022 WAC	Review of draft responses to Defendant discovery	.50
05/25/2022 WAC	Receipt and review of email traffic	.30
05/25/2022 WAC	Telephone conference with Marwan Zubi	.20
05/25/2022 WAC	Letter to Plaintiff's counsel	.20
05/26/2022 WAC	Review of County Bank documents	.50
05/31/2022 WAC	Preparation of 1st draft motion to compel.	.80
05/31/2022 WAC	Legal research	1.00
06/02/2022 WAC	Telephone conference with Steve Buckingham	.50
06/03/2022 WAC	Review of First Documents, receipt and review of email traffic and telephone conference with Marwan Zubi.	1.00
06/03/2022 WAC	Receipt and review of email traffic	.20
06/07/2022 WAC	Receipt and review of email traffic regarding bank records	.30
06/09/2022 WAC	Review of Covenants, etc., long distance phone call with Marwan Zubi, receipt and review of email traffic and preparation of motion and memo to counsel.	2.00
06/10/2022 WAC	Receipt and review of email traffic	.30
06/10/2022 WAC	Review of additional comments	.40

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06/10/2022 WAC	Review of Motion to Compel	.40	
06/10/2022 WAC	Preparation of Motion to Compel	.40	
07/11/2022 WAC	Receipt and review of email traffic regarding Hearing date, Continuance Order, etc.	.70	
07/13/2022 WAC	Telephone conference with Steve Buckingham and receipt and review of email traffic.	.70	
07/14/2022 WAC	Review of email traffic.	.50	
08/08/2022 WAC	Receipt and review of Notice from Court and email traffic with Marwan Zubi and review file	.60	
08/12/2022 WAC	Receipt and review of email traffic from Court regarding mediation and phone conference with Steve Buckingham	.40	
08/23/2022 WAC	Review of file and preparation for hearing	1.00	
08/26/2022 WAC	Preparation of hearing	.50	
08/31/2022 WAC	Preparation of hearing; travel to and from Anderson; Attendance at hearing	3.20	
	TOTAL SERVICES RENDERED:	54.40	$17,952.00

TIMEKEEPER SUMMARY:

FWS	- FRED W. SUGGS III, PARTNER	.20 HRS @ $ 330.00/HR =		66.00
WAC	- WILLIAM A. COATES, PARTNER	54.20 HRS @ $ 330.00/HR =		17,886.00
	Totals	54.40		$17,952.00

COSTS ADVANCED

DATE	DESCRIPTION	UNITS	AMOUNT
08/16/2021	Upstate Legal Support Services LLC - Service of Process #UPL2021001883 & UPL2021001747 #54506	1.00	165.00
08/16/2021	Anderson County Common Pleas Court #120513946 07/14/2021 #54492	1.00	180.32
08/17/2021	Card Service Center - SCSOS-Certified documents for Articles of Organization - Research Park LLC #834417 #54514	1.00	6.50
08/26/2021	Upstate Legal Support Services LLC - Service of Process-Innovate Anderson Invoice #UPL-2021001938 08/16/2021 #54555	1.00	140.00
05/31/2022	Countybank - Records Check #55388	1.00	100.00
07/19/2022	Anderson County Common Pleas Court-EFiling fees #132919640 #55497	1.00	31.74
	TOTAL COSTS ADVANCED:		$623.56

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EXPENSES ADVANCED

DATE	DESCRIPTION	AMOUNT
03/07/2024	Photocopies	107.00
03/07/2024	Postage	1.76
	TOTAL EXPENSES ADVANCED:	$108.76

PAYMENTS

DATE	DESCRIPTION	AMOUNT
07/06/2021	Pol-Med Inc. Check #23569	727.20
07/26/2021	Poly-Md Inc. Check #23795	172.10
09/08/2021	Nicolai Law Group PC Check #18006	786.20
10/05/2021	Poly-Med Inc. Check #24207	1,450.12
11/16/2021	Poly-Med Inc. Check #24484	693.00
01/25/2022	Poly-Med Inc. Check #24870	1,857.10
01/25/2022	Poly-Med Check #24870	364.40
01/31/2022	Poly-Med Inc. Check #24910	1,203.40
03/01/2022	Poly-Med Inc.	1,519.76
03/21/2022	Poly-Med Check #25184	582.90
05/05/2022	Poly-Med Inc. Check #25487	1,805.10
05/26/2022	Poly-Med Inc. Check #25647	561.00
06/27/2022	Poly-Med Inc. Check #25865	2,592.30
09/06/2022	Poly-Med Inc. Check #26295	2,488.74
10/04/2022	Poly-Med Inc. Check #26473	1,881.00
	TOTAL PAYMENTS RECEIVED:	$18,684.32

PREVIOUS BALANCE:	0.00
CURRENT CHARGES:	18,684.32
LESS PAYMENTS:	18,684.32
TOTAL AMOUNT DUE:	$0.00

WE APPRECIATE YOUR BUSINESS. THANK YOU!
PLEASE REFERENCE ALL PAYMENTS WITH INVOICE NUMBER.

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CASSIDY COATES PRICE

Thursday, March 7, 2024
Exhibit B

Marwan Zubi
Nicolai Law Group, PC
1500 Main Street, Suite 1914
Springfield, MA 01115

RE : Poly-Med, Inc v. Research Park, LLC and Innovate Anderson

TIME KEEPER SUMMARY

TKPR	Name	Hours	Rate	Amount
WAC	William A. Coates, Partner	98.70	$330.00	$32,571.00
CJG	Cole J. Goode, Attorney	1.70	$200.00	$340.00
LKK	Lillian K. H. Keeling, Attorney	15.20	$200.00	$3,040.00
RBP	Ross B. Plyler, Partner	27.10	$300.00	$8,130.00
TTH	Tiffany T. Hammett, Paralegal	7.10	$95.00	$674.50
TDL	Traci D. Larkins, Paralegal	9.00	$95.00	$855.00
	Totals	**158.80**		**$45,610.50**

9/1/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/1/2022	WAC	Telephone conference with Steve Buckingham	0.20	
9/1/2022	WAC	Long distance call to Marwan Zubi	0.30	
		9/1/2022 Subtotal	**0.50**	**$165.00**

9/26/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/26/2022	WAC	Telephone conference with Steve Buckingham	0.30	
		9/26/2022 Subtotal	**0.30**	**$99.00**

9/28/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/28/2022	WAC	Receipt and review of email traffic	0.20	
		9/28/2022 Subtotal	**0.20**	**$66.00**

10/3/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/3/2022	WAC	Review of Defendant's Amended Responses to Plaintiff's Discovery	0.50	

10/3/2022	WAC	Review of Defendant's letter regarding Plaintiff's Responses to Defendant's Discovery	0.50	
10/3/2022	WAC	Receipt and Review of email traffic	0.20	
		10/3/2022 Subtotal	**1.20**	**$396.00**

10/7/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/7/2022	WAC	Receipt and review of court notice regarding trial	0.10	
10/7/2022	WAC	Receipt and review of email traffic with Marwan Zubi	0.20	
10/7/2022	WAC	Review of Def's response to Plt's discovery	0.30	
10/7/2022	WAC	Review of Def's response to letter regarding Plt's discovery response	0.40	
10/7/2022	WAC	Telephone conference with Steve Buckingham	0.30	
10/7/2022	WAC	Long distance telephone call with Marwan Zubi	0.40	
		10/7/2022 Subtotal	**1.70**	**$561.00**

10/10/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/10/2022	WAC	Receipt and review email traffic	0.20	
10/10/2022	WAC	Letter to Steve Buckingham	0.20	
10/10/2022	WAC	Preparation of proposed Order to Continue	0.50	
		10/10/2022 Subtotal	**0.90**	**$297.00**

10/14/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/14/2022	WAC	Telephone conference with Steve Buckingham	0.20	
		10/14/2022 Subtotal	**0.20**	**$66.00**

10/18/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/18/2022	WAC	Receipt and review of email traffic with Steve Buckingham	0.20	
		10/18/2022 Subtotal	**0.20**	**$66.00**

10/19/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/19/2022	WAC	Telephone conference with Steve Buckingham	0.20	
10/19/2022	WAC	Receipt and review of email traffic	0.30	
		10/19/2022 Subtotal	**0.50**	**$165.00**

10/21/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/21/2022	WAC	Long distance call to Marwan Zubi	0.40	
		10/21/2022 Subtotal	**0.40**	**$132.00**

10/24/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

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10/24/2022	WAC	Receipt and review of email traffic regarding discovery	0.20	
		10/24/2022 Subtotal	**0.20**	**$66.00**

10/25/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/25/2022	WAC	Receipt and review of email traffic	0.20	
10/25/2022	WAC	Telephone conference with Steve Buckingham	0.20	
		10/25/2022 Subtotal	**0.40**	**$132.00**

10/26/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/26/2022	WAC	Receipt and review of email traffic from court	0.20	
10/26/2022	WAC	Receipt and review of email traffic from Steve Buckingham	0.20	
10/26/2022	WAC	Preparation of proposed order	0.40	
		10/26/2022 Subtotal	**0.80**	**$264.00**

10/31/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/31/2022	WAC	Review of Supplemental Discovery Responses	0.80	
10/31/2022	WAC	Receipt and review of email traffic with Zubi and Buckingham	0.30	
		10/31/2022 Subtotal	**1.10**	**$363.00**

11/15/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/15/2022	WAC	Receipt and review of email traffic	0.10	
		11/15/2022 Subtotal	**0.10**	**$33.00**

11/16/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/16/2022	WAC	Review of email traffic	0.20	
		11/16/2022 Subtotal	**0.20**	**$66.00**

12/1/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/1/2022	WAC	Receipt and review of email traffic	0.40	
12/1/2022	WAC	Receipt and review of email traffic - Steve Buckingham	0.30	
		12/1/2022 Subtotal	**0.70**	**$231.00**

12/2/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/2/2022	WAC	Receipt and review of email traffic	0.30	
		12/2/2022 Subtotal	**0.30**	**$99.00**

12/28/2022

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/28/2022	WAC	Receipt and review of email traffic	0.20	

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		12/28/2022 Subtotal	**0.20**	**$66.00**

1/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/20/2023	WAC	Receipt and review of email traffic and review defendant's IRS filing and mediation agreement	0.60	
		1/20/2023 Subtotal	**0.60**	**$198.00**

1/24/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/24/2023	WAC	Telephone conference with Marwan and David and review email traffic	0.50	
		1/24/2023 Subtotal	**0.50**	**$165.00**

1/25/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/25/2023	WAC	Receipt and review of email traffic; review documents; review proposed mediation statement; and conference call with Marwan Zubi.	2.50	
		1/25/2023 Subtotal	**2.50**	**$825.00**

1/26/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/26/2023	WAC	Review of draft mediation statement; preparation of mediation statement; and documents in file	1.00	
		1/26/2023 Subtotal	**1.00**	**$330.00**

1/27/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/27/2023	WAC	Telephone conference with Steve Buckingham	0.30	
1/27/2023	WAC	Long distance call to Marwan Zubi	0.20	
1/27/2023	WAC	Receipt and review of email traffic	0.20	
		1/27/2023 Subtotal	**0.70**	**$231.00**

1/30/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/30/2023	WAC	Review of Covenants and receipt and review of email traffic	0.40	
		1/30/2023 Subtotal	**0.40**	**$132.00**

1/31/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/31/2023	WAC	Conference with client and attendance at mediation	11.00	
		1/31/2023 Subtotal	**11.00**	**$3,630.00**

2/1/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

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2/1/2023	WAC	Telephone conference with Tom Vanderbloen	0.50	
		2/1/2023 Subtotal	**0.50**	**$165.00**

2/6/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/6/2023	WAC	Receipt and review of email traffic	0.30	
2/6/2023	WAC	Review of court roster	0.50	
		2/6/2023 Subtotal	**0.80**	**$264.00**

2/8/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/8/2023	WAC	Receipt and review of email	0.20	
2/8/2023	WAC	Review of file	0.50	
2/8/2023	WAC	Telephone conference with Marwan Zubi	0.20	
2/8/2023	WAC	Telephone conference with Steve Buckingham and Marwan Zubi	0.50	
		2/8/2023 Subtotal	**1.40**	**$462.00**

2/13/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/13/2023	LKK	Internal conference regarding case background and issues relevant for drafting motion for summary judgment.	0.60	
2/13/2023	WAC	Telephone conference with Steve Buckingham	0.30	
		2/13/2023 Subtotal	**0.90**	**$219.00**

2/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/14/2023	LKK	Drafted outline of brief in support of motion for summary judgment argument.	0.80	
		2/14/2023 Subtotal	**0.80**	**$160.00**

2/15/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/15/2023	WAC	Receipt and review of email traffic	0.50	
2/15/2023	WAC	Long distance call to Paul Nicolai	0.60	
		2/15/2023 Subtotal	**1.10**	**$363.00**

2/17/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/17/2023	LKK	Drafted cover motion for summary judgment.	0.60	
2/17/2023	LKK	Research and analysis regarding definition and interpretation of "maintenance and upkeep" in persuasive jurisdictions for purposes of motion for summary judgment.	2.50	

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2/17/2023	LKK	Analysis of pleadings and mediation statement for purposes of incorporating facts in motion for summary judgment.	2.70	
		2/17/2023 Subtotal	**5.80**	**$1,160.00**

2/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/20/2023	LKK	Drafted uncontested fact section in brief in support of motion for summary judgment.	1.00	
2/20/2023	LKK	Drafted breach of restrictive covenants argument section in motion for summary judgment brief.	1.50	
2/20/2023	LKK	Research and drafting of conversion argument section in motion for summary judgment brief.	1.10	
2/20/2023	LKK	Analysis and drafting of unjust enrichment argument section of motion for summary judgment brief.	1.70	
		2/20/2023 Subtotal	**5.30**	**$1,060.00**

2/21/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/21/2023	WAC	Review of draft motion and memo re: summary judgement	0.60	
2/21/2023	WAC	Receipt and review of email traffic	0.20	
		2/21/2023 Subtotal	**0.80**	**$264.00**

2/24/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/24/2023	LKK	Revised MSJ brief to add argument section on accounting claim.	0.90	
2/24/2023	LKK	Revised fact section in MSJ brief to include Innovate's transfer of maintenance fees to Defendant.	0.30	
		2/24/2023 Subtotal	**1.20**	**$240.00**

3/3/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/3/2023	WAC	Review of Drafts of Summary Judgement/Memo	0.70	
3/3/2023	WAC	Receipt and review of email traffic	0.30	
3/3/2023	LKK	Revise motion for summary judgment according to lead counsel's revisions.	1.50	
		3/3/2023 Subtotal	**2.50**	**$630.00**

3/6/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/6/2023	WAC	Review of final draft motion/memo	0.60	
3/6/2023	WAC	Telephone conference with Marwan Zubi	0.40	

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		3/6/2023 Subtotal	**1.00**	**$330.00**

3/8/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/8/2023	WAC	Telephone conference with Steve Buckingham	0.20	
3/8/2023	WAC	Receipt and review of email traffic	0.30	
3/8/2023	WAC	Receipt and review of court schedule	0.10	
		3/8/2023 Subtotal	**0.60**	**$198.00**

3/9/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/9/2023	WAC	Receipt and review of email traffic	0.20	
		3/9/2023 Subtotal	**0.20**	**$66.00**

3/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/14/2023	WAC	Long distance call to Marwan Zubi	0.20	
3/14/2023	WAC	Receipt and review of email traffic	0.10	
		3/14/2023 Subtotal	**0.30**	**$99.00**

3/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/20/2023	WAC	Letter to Steve Buckingham	0.20	
		3/20/2023 Subtotal	**0.20**	**$66.00**

3/22/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/22/2023	WAC	Receipt and review of email traffic and telephone conference with Steve Buckingham	0.30	
		3/22/2023 Subtotal	**0.30**	**$99.00**

3/29/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/29/2023	WAC	Review of Orders	0.30	
3/29/2023	WAC	Receipt and review of email traffic with Marwan Zubi	0.40	
		3/29/2023 Subtotal	**0.70**	**$231.00**

4/10/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/10/2023	WAC	Receipt and review of email traffic	0.20	
		4/10/2023 Subtotal	**0.20**	**$66.00**

4/12/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/12/2023	WAC	Review of Pro Hac Vice application and preparation of letter to SC Supreme Court	0.30	
		4/12/2023 Subtotal	**0.30**	**$99.00**

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4/13/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/13/2023	WAC	Receipt and review of email traffic with Marwan Zubi	0.20	
		4/13/2023 Subtotal	**0.20**	**$66.00**

4/21/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/21/2023	WAC	Receipt and review of letter from Supreme Court, Motion for Admission in Circuit Court	0.50	
		4/21/2023 Subtotal	**0.50**	**$165.00**

4/24/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/24/2023	WAC	Receipt and review of email traffic	0.40	
		4/24/2023 Subtotal	**0.40**	**$132.00**

5/12/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/12/2023	WAC	Telephone conference with Steve Buckingham	0.20	
5/12/2023	WAC	Long distance call to Marwan Zubi.	0.30	
5/12/2023	WAC	Review of Plaintiff's Motions, Responses, and Memos.	0.70	
		5/12/2023 Subtotal	**1.20**	**$396.00**

5/15/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/15/2023	WAC		0.30	
		5/15/2023 Subtotal	**0.30**	**$99.00**

5/16/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/16/2023	WAC	Receipt and review of email traffic	0.20	
5/16/2023	WAC	Telephone conference with Marwan Zubi	0.30	
		5/16/2023 Subtotal	**0.50**	**$165.00**

5/17/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/17/2023	WAC	Receipt and review of Court Order and email traffic	0.40	
		5/17/2023 Subtotal	**0.40**	**$132.00**

5/25/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/25/2023	WAC	Review of draft memo and similar memos regarding summary judgment	1.00	
5/25/2023	WAC	Receipt and review of email traffic	0.30	
		5/25/2023 Subtotal	**1.30**	**$429.00**

5/30/2023

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Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/30/2023	WAC	Long distance call to Marwan Zubi	0.20	
5/30/2023	WAC	Receipt and review of email traffic	0.20	
5/30/2023	WAC	Review of court documents	0.30	
		5/30/2023 Subtotal	**0.70**	**$231.00**

5/31/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/31/2023	WAC	Review of revised Summary Judgment/Motion/Memo	0.40	
5/31/2023	WAC	Receipt and review of email traffic	0.30	
5/31/2023	WAC	Long distance call to Marwan Zubi	0.20	
		5/31/2023 Subtotal	**0.90**	**$297.00**

6/2/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/2/2023	WAC	Review of draft Response	0.40	
6/2/2023	WAC	Long distance call to Marwan Zubi	0.20	
		6/2/2023 Subtotal	**0.60**	**$198.00**

6/8/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/8/2023	WAC	Review of Motion to Compel and Responsive Memorandum	0.50	
		6/8/2023 Subtotal	**0.50**	**$165.00**

6/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/14/2023	WAC	Review of pleadings, etc.	1.20	
6/14/2023	WAC	Receipt and review of email traffic	0.50	
		6/14/2023 Subtotal	**1.70**	**$561.00**

6/15/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/15/2023	WAC	Travel to and from Anderson	1.70	
6/15/2023	WAC	Attendance at Hearing	2.00	
		6/15/2023 Subtotal	**3.70**	**$1,221.00**

6/16/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/16/2023	WAC	Receipt and review of email traffic	0.20	
		6/16/2023 Subtotal	**0.20**	**$66.00**

6/19/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/19/2023	WAC	Receipt and review of email traffic	0.50	
		6/19/2023 Subtotal	**0.50**	**$165.00**

6/22/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/22/2023	WAC	Review of materials from Marwan Zubi	0.30	

6/22/2023	WAC	Receipt and review of email traffic	0.30	
		6/22/2023 Subtotal	**0.60**	**$198.00**

6/23/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/23/2023	WAC	Review of Court Order	0.20	
6/23/2023	WAC	Receipt and review of email traffic	0.50	
		6/23/2023 Subtotal	**0.70**	**$231.00**

6/26/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/26/2023	WAC	Receipt and review of email traffic	0.40	
6/26/2023	WAC	Review of proposed motion	0.30	
		6/26/2023 Subtotal	**0.70**	**$231.00**

6/27/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/27/2023	WAC	Receipt and review of email traffic regarding accountant	0.40	
		6/27/2023 Subtotal	**0.40**	**$132.00**

6/28/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/28/2023	WAC	Receipt and review of email traffic	0.40	
		6/28/2023 Subtotal	**0.40**	**$132.00**

6/30/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/30/2023	WAC	Receipt and review of email traffic and telephone conference with Steve Buckingham	0.40	
		6/30/2023 Subtotal	**0.40**	**$132.00**

7/7/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/7/2023	WAC	Long distance call to Marwan Zubi	0.20	
7/7/2023	WAC	Review of transcript	0.40	
		7/7/2023 Subtotal	**0.60**	**$198.00**

7/11/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/11/2023	WAC	Preparation of Proposed Order	0.30	
		7/11/2023 Subtotal	**0.30**	**$99.00**

7/12/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/12/2023	WAC	Receipt and review of email traffic	0.20	
7/12/2023	WAC	Receipt and review of Court Orders	0.20	
		7/12/2023 Subtotal	**0.40**	**$132.00**

7/13/2023

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Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/13/2023	WAC	Receipt and review of email traffic	0.30	
7/13/2023	WAC	Telephone conference with Steve Buckingham	0.20	
		7/13/2023 Subtotal	**0.50**	**$165.00**

7/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/14/2023	WAC	Telephone conference with Anderson Clerk's office	0.30	
7/14/2023	WAC	Receipt and review of email traffic	0.20	
		7/14/2023 Subtotal	**0.50**	**$165.00**

7/17/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/17/2023	WAC	Receipt and review of email from Judge McIntosh's Clerk	0.20	
7/17/2023	WAC	Review of Court schedule	0.30	
7/17/2023	WAC	Letter to Marwan Zubi and Steve Buckingham	0.20	
7/17/2023	WAC	Telephone conference with Marwan Zubi	0.20	
		7/17/2023 Subtotal	**0.90**	**$297.00**

7/19/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/19/2023	WAC	Receipt and review of email traffic	0.50	
		7/19/2023 Subtotal	**0.50**	**$165.00**

7/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/20/2023	WAC	Receipt and review of email traffic	0.30	
		7/20/2023 Subtotal	**0.30**	**$99.00**

7/26/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/26/2023	WAC	Receipt and review of email traffic	0.30	
		7/26/2023 Subtotal	**0.30**	**$99.00**

7/28/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/28/2023	WAC	Receipt and review of email traffic	0.20	
		7/28/2023 Subtotal	**0.20**	**$66.00**

7/31/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/31/2023	WAC	Receipt and review of email traffic regarding Accountant Review	0.30	
		7/31/2023 Subtotal	**0.30**	**$99.00**

8/4/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

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8/4/2023	WAC	Receipt and review of email traffic	0.20	
		8/4/2023 Subtotal	**0.20**	**$66.00**

8/9/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
8/9/2023	WAC	Telephone conference with Steve Buckingham and receipt and review of email traffic	0.40	
		8/9/2023 Subtotal	**0.40**	**$132.00**

8/10/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
8/10/2023	WAC	Long distance call to Marwan Zubi	0.20	
8/10/2023	WAC	Legal Research	0.30	
8/10/2023	WAC	Receipt and review of email traffic	0.50	
		8/10/2023 Subtotal	**1.00**	**$330.00**

8/29/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
8/29/2023	WAC	Receipt and review of email traffic	0.50	
8/29/2023	WAC	Conference With Mark Smith	0.40	
8/29/2023	WAC	Telephone conference with Marwan Zubi	0.20	
		8/29/2023 Subtotal	**1.10**	**$363.00**

8/31/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
8/31/2023	WAC	Receipt and review of email traffic	0.20	
		8/31/2023 Subtotal	**0.20**	**$66.00**

9/4/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/4/2023	WAC	Receipt and review of email traffic	0.70	
9/4/2023	WAC	Telephone conference with Marwan Zubi	0.30	
		9/4/2023 Subtotal	**1.00**	**$330.00**

9/5/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/5/2023	WAC	Review of accountant report	0.50	
9/5/2023	WAC	Receipt and review of email traffic	0.50	
		9/5/2023 Subtotal	**1.00**	**$330.00**

9/6/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/6/2023	WAC	Attendance at Depo of Defendant	3.00	
9/6/2023	WAC	Receipt and review of email traffic	0.30	
9/6/2023	WAC	Telephone conference with Marwan Zubi	0.20	
		9/6/2023 Subtotal	**3.50**	**$1,155.00**

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9/8/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/8/2023	WAC	Receipt and review of email traffic	0.60	
		9/8/2023 Subtotal	**0.60**	**$198.00**

9/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/14/2023	WAC	Attendance at depo of Dave Shalaby	1.00	
9/14/2023	WAC	Receipt and review of email traffic	0.30	
9/14/2023	WAC	Telephone conference with Marwan Zubi	0.20	
9/14/2023	WAC	Review of file	0.40	
		9/14/2023 Subtotal	**1.90**	**$627.00**

9/25/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/25/2023	WAC	Receipt and review of email traffic	0.20	
		9/25/2023 Subtotal	**0.20**	**$66.00**

9/27/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/27/2023	WAC	Receipt and review of email traffic.	0.30	
		9/27/2023 Subtotal	**0.30**	**$99.00**

9/28/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
9/28/2023	WAC	Receipt and review of email traffic.	0.40	
9/28/2023	WAC	Long distance call to Marwan Zubi	0.30	
		9/28/2023 Subtotal	**0.70**	**$231.00**

10/2/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/2/2023	WAC	Receipt and review of email with traffic court personnel	0.30	
10/2/2023	WAC	Long distance call to Marwan Zubi	0.10	
10/2/2023	WAC	Receipt and review of email traffic; pre-trial brief	0.50	
		10/2/2023 Subtotal	**0.90**	**$297.00**

10/4/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/4/2023	WAC	Receipt and review of email traffic	0.40	
10/4/2023	WAC	Letter to Marwan Zubi	0.20	
10/4/2023	WAC	Receipt and review of email traffic with Court	0.40	
		10/4/2023 Subtotal	**1.00**	**$330.00**

10/5/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

10/5/2023	WAC	Receipt and review of email traffic with Court; long distance call with Marwan Zubi	0.40	
10/5/2023	WAC	Review of Pre-trial brief	0.50	
10/5/2023	RBP	Conference with Bill Coates (to discuss issues and logistics for trial/trial prep); review of pre-trial brief	0.80	
10/5/2023	TDL	Prepare Exhibits for Trial	1.30	
		10/5/2023 Subtotal	**3.00**	**$660.50**

10/6/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/6/2023	TTH	Receipt and review of email to attorney Marwan Zubi regarding assisting in this matter and finalizing pre-trial brief; attorney Zubi's replies to same	0.20	
10/6/2023	RBP	Email to Marwan Zubi (to confirm current status, next steps); receipt of emails from Marwan Zubi	0.40	
10/6/2023	TTH	Receipt and review of several emails from WAC, attorney Zubi, and attorney Buckingham regarding original exhibits and pre-trial brief submission	0.30	
10/6/2023	RBP	Receipt of Defendant's witness list and proposed exhibit list	0.10	
10/6/2023	TDL	Preparation trial exhibits	2.50	
10/6/2023	WAC	Review of email traffic	0.50	
10/6/2023	WAC	Telephone conference with Marwan Zubi	0.30	
10/6/2023	WAC	Review of pre-trial brief	0.20	
10/6/2023	WAC	Conference with Ross Plyler	0.50	
		10/6/2023 Subtotal	**5.00**	**$930.00**

10/9/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/9/2023	WAC	Conference with Tiffany Hammett	0.50	
10/9/2023	WAC	Receipt and review of email traffic	0.50	
10/9/2023	WAC	Conference with Ross Plyer	0.40	
10/9/2023	WAC	Review of co-defendant's exhibits	0.50	
10/9/2023	WAC	Review of plaintiff's corrections	0.40	
10/9/2023	TTH	Conference with WAC regarding upcoming NJ trial and email from containing Dropbox link with additional documents from attorney Buckingham; download all and save to file	0.30	
10/9/2023	TDL	Preparation trial exhibit notebooks	3.40	

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10/9/2023	TTH	Preparation of Non-Jury Trial notebook containing filed copies of Summons and Complaint, Defendant's Answer and Counterclaim, Plaintiff's Reply to Counterclaim and Deposition of David Shalaby	1.00	
		10/9/2023 Subtotal	**7.00**	**$1,205.50**

10/10/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/10/2023	TTH	Attend non-jury trial in Anderson County	1.80	
10/10/2023	TTH	Travel to/from/and during non-jury trial to Anderson County Courthouse and to/from attorney Moorhead's office for documents	1.60	
10/10/2023	RBP	Travel to and from Anderson, SC for trial; attendance at trial day #1	10.30	
10/10/2023	WAC	Travel to and from Anderson; attendance at trial; telephone conference with Ross Plyer	4.20	
10/10/2023	WAC	Travel to and from Anderson; attendance at trial	5.00	
		10/10/2023 Subtotal	**22.90**	**$6,449.00**

10/11/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/11/2023	RBP	Travel to and from Anderson, SC and attendance at Trial Day #2	6.30	
10/11/2023	CJG	Legal Research regarding the enforceability of agreements after restrictive covenant has been breached.	1.70	
		10/11/2023 Subtotal	**8.00**	**$2,230.00**

10/12/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/12/2023	RBP	Review of follow-up emails (depo designations)	0.10	
10/12/2023	WAC	Receipt and review of email traffic	0.20	
		10/12/2023 Subtotal	**0.30**	**$96.00**

10/13/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/13/2023	WAC	Receipt and review of email traffic	0.40	
10/13/2023	RBP	Email Marwan Zubi (enclosing WORD version of Complaint at his request)	0.10	
10/13/2023	TTH	Receipt and review of email to attorney Zubi regarding Word version of Complaint in order to prepare Amended Complaint; pull same and email to WAC	0.20	

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10/13/2023	RBP	Review of amended complaint; emails with Marwan Zubi regarding amended complaint; email to Judge enclosing copy of Amended Complaint	0.80	
10/13/2023	TDL	Revise and file Amended Summons and Complaint	1.00	
		10/13/2023 Subtotal	**2.50**	**$516.00**

10/16/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/16/2023	RBP	Email to Marwan Zubi (enclosing filed copy of amended summons/complaint)	0.10	
10/16/2023	RBP	Receipt of email from Judge's clerk (regarding post-trial submissions)	0.10	
10/16/2023	WAC	Receipt and review of email traffic; amended complaint.	0.50	
		10/16/2023 Subtotal	**0.70**	**$225.00**

10/17/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
10/17/2023	RBP	Receipt of calculations of maintenance billed/paid sent by Marwan Zubi to Court	0.10	
		10/17/2023 Subtotal	**0.10**	**$30.00**

11/7/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/7/2023	WAC	Telephone conference with Steve Buckingham	0.30	
11/7/2023	WAC	Telephone conference with Marwan Zubi	0.40	
11/7/2023	RBP	Receipt and review Form 4 order from Court	0.50	
		11/7/2023 Subtotal	**1.20**	**$381.00**

11/10/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/10/2023	WAC	Receipt and review of email traffic	0.20	
		11/10/2023 Subtotal	**0.20**	**$66.00**

11/16/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/16/2023	RBP	Review of proposed order	0.30	
11/16/2023	RBP	Receipt and review of motion to alter/amend; phone call with Marwan Zubi; e-filed notice of appearance and motion; emailed NEF to Marwan Zubi; receipt of his email serving parties and Judge	2.00	
11/16/2023	TDL	Preparation and revisions for filing of Motion	0.80	
		11/16/2023 Subtotal	**3.10**	**$766.00**

11/17/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

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11/17/2023	TTH	Receipt and review of NEF email from Court regarding Plaintiffs' filed Motion to Alter and Amend Order and Issue Formal Order; download same and save to file	0.20	
11/17/2023	RBP	Review of emails regarding motions with attorneys and law clerk; review of filed motion; forwarded all to Marwan Zubi; telephone conference with Bill Coates	1.20	
11/17/2023	WAC	Review of proposal offer	0.40	
		11/17/2023 Subtotal	**1.80**	**$511.00**

11/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/20/2023	RBP	Receipt of emails from Judge McIntosh	0.20	
		11/20/2023 Subtotal	**0.20**	**$60.00**

11/21/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/21/2023	RBP	Emails with Bill Coates and Marwan Zubi (filing of supplemental brief on 'reasonable time' to remove trailers)	0.70	
11/21/2023	WAC	Review of email traffic from Court and Marwan Zubi.	1.20	
		11/21/2023 Subtotal	**1.90**	**$606.00**

11/22/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/22/2023	TTH	E-file Plaintiffs' Brief Regarding Removal of Trailers and Motion for Reconsideration and exhibit Affidavit of David Shalaby	0.20	
11/22/2023	TTH	Receipt and review of NEF email from Court regarding filed Plaintiffs' Brief Regarding Removal of Trailers and Motion for Reconsideration and exhibit Affidavit of David Shalaby; download same and save to file	0.20	
11/22/2023	TTH	Email to attorney Zubi forwarding copy of filed Plaintiffs' Brief Regarding Removal of Trailers and Motion for Reconsideration along with Exhibit of David Shalaby	0.10	
		11/22/2023 Subtotal	**0.50**	**$47.50**

11/28/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount

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11/28/2023	TTH	Receipt and review of NEF email from Court regarding filed Defendant's Motion to Strike, Memo in Response to Plaintiffs' Brief Regarding Reasonable Amount of Time to Remove Their Non-Compliant Trailers and Certificate of Service; download same and save all to file	0.30	
11/28/2023	RBP	Review of Motion to Strike and Response to Poly-Med Brief on "reasonable time" for trailer removal; emailed both filings to Marwan Zubi	0.30	
11/28/2023	RBP	Call with Marwan Zubi (regarding proposed order)	0.20	
		11/28/2023 Subtotal	**0.80**	**$178.50**

11/30/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
11/30/2023	TTH	Receipt and review of NEF email from Court regarding Plaintiffs' filed Memo in Opposition to Defendant's Motion to Strike Affidavit of David Shalaby and Reply in Support of Brief Regarding Removal of Trailers; download same and save to file	0.20	
11/30/2023	WAC	Receipt and review of email traffic; response memo	0.50	
		11/30/2023 Subtotal	**0.70**	**$184.00**

12/1/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/1/2023	WAC	Receipt and review of email traffic	0.10	
12/1/2023	WAC	Telephone conference with Marwan Zubi	0.20	
		12/1/2023 Subtotal	**0.30**	**$99.00**

12/14/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/14/2023	WAC	Receipt and review of email traffic	0.20	
		12/14/2023 Subtotal	**0.20**	**$66.00**

12/20/2023

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
12/20/2023	WAC	Receipt and review of email traffic	0.30	
		12/20/2023 Subtotal	**0.30**	**$99.00**

1/2/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/2/2024	WAC	Receipt and review of email traffic	0.20	
		1/2/2024 Subtotal	**0.20**	**$66.00**

1/3/2024

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Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/3/2024	WAC	Receipt and review of email traffic	0.30	
1/3/2024	WAC	Letter to Judge McIntosh Law Clerk	0.30	
1/3/2024	RBP	Receipt of email from Steve Buckingham (status of proposed order); receipt of email from Judge's law clerk	0.20	
		1/3/2024 Subtotal	**0.80**	**$258.00**

1/25/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/25/2024	TTH	Receipt and review of NEF email from Court regarding filed Order for Protection from Court Appearances for attorney Moorhead; download same and save to file	0.20	
1/25/2024	WAC	Receipt and review of email traffic	0.30	
1/25/2024	WAC	Conference with Steve Buckingham	0.20	
1/25/2024	WAC	Receipt and review of email traffic	0.30	
		1/25/2024 Subtotal	**1.00**	**$283.00**

1/30/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
1/30/2024	WAC	Review of defendants proposal order; plaintiffs proposal order; transcript (partial); email traffic	2.50	
		1/30/2024 Subtotal	**2.50**	**$825.00**

2/1/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/1/2024	WAC	Receipt and review of email traffic	0.20	
		2/1/2024 Subtotal	**0.20**	**$66.00**

2/5/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/5/2024	WAC	Letter to Marwan Zubi; email traffic	0.50	
		2/5/2024 Subtotal	**0.50**	**$165.00**

2/7/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/7/2024	RBP	Receipt and review of proposed order markup by Steve Buckingham	0.20	
		2/7/2024 Subtotal	**0.20**	**$60.00**

2/8/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/8/2024	WAC	Receipt and review of proposed order from both counsel; email traffic	0.50	
		2/8/2024 Subtotal	**0.50**	**$165.00**

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2/9/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/9/2024	WAC	Receipt and review of email traffic	0.50	
2/9/2024	WAC	Review of plaintiff's comments to defendants proposal order	0.50	
2/9/2024	RBP	Review of proposed order; email correspondence with Marwan Zubi	1.50	
2/9/2024	TTH	Receipt and review of NEF email from court regarding rejection notice of filing of proposed Order for Judgment, requesting a revised document	0.10	
2/9/2024	TTH	Re-EFile Plaintiffs' proposed Order without parties' comments	0.20	
		2/9/2024 Subtotal	**2.80**	**$808.50**

2/20/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/20/2024	RBP	Receipt and review Judge's email about proposed orders/his review; receipt of S. Buckingham reply	0.20	
2/20/2024	WAC	Receipt and review of email traffic	0.30	
		2/20/2024 Subtotal	**0.50**	**$159.00**

2/27/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/27/2024	WAC	Receipt and review of email traffic	0.50	
2/27/2024	WAC	Review of proposal offer	0.40	
		2/27/2024 Subtotal	**0.90**	**$297.00**

2/28/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/28/2024	RBP	Receipt of emails about Form 4 Order	0.30	
		2/28/2024 Subtotal	**0.30**	**$90.00**

2/29/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
2/29/2024	RBP	Receipt of agreed-upon Form 4 Judgment Order	0.10	
2/29/2024	WAC	Receipt and review of email traffic	0.30	
		2/29/2024 Subtotal	**0.40**	**$129.00**
TOTAL SERVICE RENDERED			**158.80**	**$45,610.50**

Phase Table

Name	Hours	Rate	Amount
0000 Email	0.10	$95.00	$9.50
0001 Telephone conference with	8.00	$330.00	$2,640.00
0002 Letter to	1.60	$330.00	$528.00
0003 Conference with	0.30	$95.00	$28.50
0003 Conference with	12.50	$330.00	$4,125.00
0004 Preparation	10.40	$95.00	$988.00

0004 Preparation	1.20	$330.00	$396.00
0006 Review of	21.60	$330.00	$7,128.00
0007 Receipt and review of	1.90	$95.00	$180.50
0007 Receipt and review of	32.00	$330.00	$10,560.00
0008 Trial	1.80	$95.00	$171.00
0009 Attendance at	6.00	$330.00	$1,980.00
0010 Legal Research	1.70	$200.00	$340.00
0010 Legal Research	0.30	$330.00	$99.00
0011 Travel to and from	1.60	$95.00	$152.00
0011 Travel to and from	10.90	$330.00	$3,597.00
0012 Long distance call to	3.50	$330.00	$1,155.00
0097 Refund	1.00	$543.03	$543.03
E102 Outside printing	1.00	$256.36	$256.36
E107 Delivery services/messengers	1.00	$15.03	$15.03
E110 Out-of-town travel	70.00	$0.63	$43.75
E110 Out-of-town travel	1.00	$42.97	$42.97
E110 Out-of-town travel	1.00	$45.85	$45.85
E110 Out-of-town travel	1.00	$58.95	$58.95
E112 Court fees	8.00	$31.74	$253.92
E112 Court fees	1.00	$229.50	$229.50
E115 Deposition transcripts	1.00	$80.75	$80.75
E115 Deposition transcripts	1.00	$1,798.05	$1,798.05
Hourly Fee	15.20	$200.00	$3,040.00
Hourly Fee	27.10	$300.00	$8,130.00
Hourly Fee	1.10	$330.00	$363.00

EXPENSE ADVANCED

Date	Code	Description	Amount
09/01/2022	E110 Out-of-town travel	William A. Coates - Out-of-town travel-Anderson 08/31/22 #55599	$43.75
10/18/2022	E115 Deposition transcripts	Lesa D. Taylor - Transcript of hearing	$80.75
11/17/2022	E112 Court fees	Anderson County Common Pleas Court Motion/Continuance #137024372	$31.74
03/13/2023	E112 Court fees	Anderson County Common Pleas Court #141526630	$31.74
04/25/2023	E107 Delivery services/messengers	FEDEX-The Supreme Court of South Carolina-Zubi Pro Hac Vice	$15.03
05/16/2023	E112 Court fees	Anderson County Common Pleas Court-EFiling #95345845	$31.74
06/22/2023	E112 Court fees	Anderson County Common Pleas EFiling #144419414	$31.74
07/12/2023	E112 Court fees	Lesa D. Taylor-Hearing Transcript	$229.50
07/19/2023	E112 Court fees	Anderson County Common Pleas Court #145356294	$31.74
07/19/2023	E110 Out-of-town travel	WAC-70 miles to Anderson 06/15/23	$45.85
07/31/2023	0097 Refund	Refund duplicate payment of Invoice #1052181	$543.03
08/23/2023	E112 Court fees	Anderson County Common Pleas Court-EFiling #145723072	$31.74
10/18/2023	E110 Out-of-town travel	RBP-Anderson Courthouse 10/10/23 & 10/11/23	$58.95
10/18/2023	E110 Out-of-town travel	TTH-Anderson County Courthouse 10/10/23	$42.97
10/18/2023	E115 Deposition transcripts	Veritext-Daniel Wagner 09/06/23	$1,798.05
10/18/2023	E102 Outside printing	Legal Eagle-Trial exhibits	$256.36
12/18/2023	E112 Court fees	Anderson County Common Pleas Court-Efiling #151386170; #151231332	$63.48
	TOTAL EXPENSE ADVANCED		**$3,368.16**

WE APPRECIATE YOUR BUSINESS. THANK YOU!

PLEASE REFERENCE ALL PAYMENTS WITH INVOICE NUMBER

ROA_01237

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Matter Statement of Account

RE: Poly-Med, Inc. v. Research Park, LLC and Innovate Anderson - 3440.0001

Balance as of 3/7/2024

All Bills

Date	Invoice	Amount	Paid	Balance
2/29/2024	1054827	$1,939.50	$0.00	$1,939.50
1/31/2024	1054464	$1,432.00	$1,432.00	$0.00
12/31/2023	1054281	$327.48	$327.48	$0.00
11/30/2023	1053959	$2,800.00	$2,800.00	$0.00
10/31/2023	1053765	$15,125.33	$15,125.33	$0.00
9/30/2023	1053432	$3,036.00	$3,036.00	$0.00
8/31/2023	1053259	$988.74	$988.74	$0.00
7/31/2023	1052776	$543.03	$543.03	$0.00
7/31/2023	1052793	$1,891.09	$1,891.09	$0.00
6/30/2023	1052705	$3,463.74	$3,463.74	$0.00
5/31/2023	1052385	$1,780.74	$1,780.74	$0.00
4/30/2023	1052181	$543.03	$543.03	$0.00
3/31/2023	1051896	$1,750.74	$1,750.74	$0.00
2/28/2023	1051595	$4,357.00	$4,357.00	$0.00
2/2/2023	1051233	$5,511.00	$5,511.00	$0.00
1/4/2023	1050956	$396.00	$396.00	$0.00
12/7/2022	1050797	$130.74	$130.74	$0.00
11/10/2022	1050500	$2,588.75	$2,588.75	$0.00
9/30/2022	1050038	$373.75	$373.75	$0.00
			Balance Due	**$1,939.50**

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S SECOND MOTION PURSUANT TO RULES 52 & 59, SCRCP**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

COMES NOW Research Park, LLC, Defendant, by and through its undersigned counsel, and pursuant to Rules 52 & 59, SCRCP, respectfully submits this second set of post-trial motions as to the written decision dated February 23, 2024 ("**the Written Decision**") and the Form 4 filed on February 28, 2024. This motion is intended to supplement the issues raised in the first set of post-trial motions, which was filed on November 16, 2023 and remains pending.[1]

A. With respect to the findings of fact of the Written Decision:

(1) It was error for the Court to conclude that each Plaintiff is an owner of property within the Clemson Research Park, as this finding is in derogation of the evidence presented at trial;

(2) It was error for the Court to make any findings of fact about the rights that may arise in favor of property owners within the Clemson Research Park after a property

[1] Both of Defendant's post-trial motions were filed when they were out of an extreme abundance of caution. On November 6, 2023, the Court issued judgment via signed Form 4 which indicates that it ends the case. Accordingly, Defendant filed its first set of post-trial motions on November 16. Then, on February 27, 2024, the Court circulated a signed formal order, resulting in the filing of this second motion 10 days later, which is today, March 8, 2024.

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owners' association has been formed, as the Court held that the pertinent Covenants do not impose any present obligation on Defendant to create a property owners' association, and the claim presented did not involve any matter regarding the voting rights appurtenant to a property owners' association;

(3) It was error for the Court to conclude that the "Covenants require that the Authority eventually designate portions of the Park property as Common Areas," as this conclusion does not conform to the express provisions of the Covenants; and,

(4) It was error for the Court to make any factual findings about how much property any person or entity may own within Clemson Research Park, as: (i) that information is available in publicly filed documents and may reflect information different than the Court's holding; and (ii) such findings are not relevant to any decision about how much money Defendant has collected from annual maintenance fees, whether in total or from Plaintiffs specifically; and (iii) since the Court's decision was based on money collected, and not ownership of acreage, it is not necessary for the Court to make any factual determination about how much property may be owned by various parties.

B. It was error for the Court to contradict itself, in one portion of the Written Decision holding that Defendant has the "unambiguous right" to impose and collect the annual maintenance fee as that calculation is established by the Covenants, and in other portions of the Decision holding that Defendant may only impose and collect the annual maintenance fee "to the extent necessary for the maintenance and upkeep of the Park."

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C. It was error for the Court to make any findings of fact or conclusions of law about the intent of the South Carolina Research Authority in establishing the Covenants, as there was no evidence or testimony of such matters provided at trial.

D. It was error for the Court to hold that "'maintenance and upkeep' is limited to ordinary physical repairs to keep the common areas in good condition."

E. It was error for the Court to hold that the "Authority's involvements in the Park was supposed to be temporary," and to base any aspect of its decision on this proposition.

F. It was error for the Court to omit from the Written Decision the fact that Plaintiffs amended their Complaint to assert claims requesting the Court to order the creation of a property owners' association, to compel Defendant to designate acreage as "common area," and to transfer common areas to the association. Plaintiffs sought to assert these additional claims at trial, were granted permission to do so, and then did not prevail on those issues. These matters should be reflected in the Decision.

G. It was error for the Court to conclude that Plaintiffs both prevailed on their action for conversion and that "[j]udgment shall enter in favor of Defendant on Plaintiffs' claim [for] [c]onversion."

H. It was error for the Court to conclude that Plaintiffs prevailed on Count II of the Complaint, for conversion, as this conclusion cannot be reconciled with the Court's holding that Defendant has the "unambiguous right" to impose and collect the annual maintenance fee as established, contemplated, and calculated by the Covenants. In that connection, it was error for the Court to hold that Plaintiffs have been "overcharged" annual maintenance fees by Defendant.

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I. It was error for the Court to order Defendant to make any repayment of any funds to Plaintiffs, in light of the conclusion that Defendant has the "unambiguous right" to impose and collect the annual maintenance fee as established, contemplated, and calculated by the Covenants. The issue adjudicated was Defendant's expenditures of annual maintenance fees collected from property owners, not collection.

J. It was error for the Court to make an award of costs and attorneys' fees in Plaintiffs' favor, and additionally, to fail to make an award of costs and attorneys' fees in Defendant's favor. Defendant successfully defended itself against many allegations regarding a breach of the Covenants, and prevailed in its own claim against Plaintiffs to enforce the Covenants. Accordingly, under the Covenants, Defendant is entitled to an award of its costs and attorneys' fees.

K. The Court's calculation of Plaintiffs' damages constitutes error.

WHEREFORE, Defendant respectfully requests an entry of an order granting the relief herein requested, and providing such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

March 8, 2024
Greenville, South Carolina

ELECTRONICALLY FILED - 2024 Apr 15 9:34 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFFS' REQUEST FOR AN AWARD OF ATTORNEYS' FEES**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

Defendant respectfully submits this memorandum in opposition to Plaintiffs' request for attorneys' fees and on the following grounds:

1. Plaintiffs' demand—for $200,782.63—is simply unreasonable, particularly in light of the complexity of the case and the results that Plaintiffs obtained.

2. Plaintiffs' demand is also unjustified by its billing records. This matter will be addressed with more detail at the hearing on this Motion. Suffice to say, it is not clear why a lawyer who made no appearance in this case ought to have his fees paid by Defendant, or why Defendant should be obligated to pay for a remarkable amount of intraoffice and internal correspondence, among other issues to be raised.

3. Plaintiffs' request for attorneys' fees is not timely, nor does it appear that Plaintiffs have complied with the procedural rules that pertain to requests for attorneys' fees.

4. Defendant does not concede that Plaintiffs were "the prevailing party," as contemplated by the Covenants. Out of all the causes of action alleged, Plaintiffs prevailed only on the issue of whether the annual maintenance fee had been spent for "maintenance and upkeep,"

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and even then, only on a theory of breach of an implied covenant of good faith and fair dealing—which was not asserted anywhere in Plaintiffs' pleadings. By way of counterclaim, Defendant alleged that Plaintiffs had breached the Covenants with respect to the trailers, and prevailed upon that issue. Defendant is therefore the prevailing party.

5. Perhaps most importantly, under the plain, unambiguous language of the Covenants, Plaintiffs are not entitled to an award of attorneys' fees:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provisions, or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.

(Covenants, Art. VI, § 5.)

In short, the Covenants authorize attorneys' fees for a party who prevails in an action brought to enforce the terms and provisions of the Covenants—not implied duties, and not breaches of the duty of good faith and fair dealing. See, e.g., Closson v. Bank of Am., N.A., C.A. No. 2:11-cv-275 (D. Nev. June 27, 2013) (unpublished decision) (citations omitted) (declining to award attorneys' fees to the prevailing party in an action for breach of the implied duty of good faith and fair dealing because "[t]he contract does not explicitly state that attorneys' fees may be recovered when defending an action brought under the same contract for breach of contract and breach of the implied covenant of good faith and fair dealing").

6. If, alternatively, Plaintiffs are deemed to be a prevailing party for purposes of contractual attorneys' fees, then it cannot be neglected that Defendant prevailed over Plaintiffs as to the vast majority of causes of action actually alleged by Plaintiffs, to include all the various and sundry ways Plaintiffs claimed that Defendant breached the Covenants, the action for conversion,

and unjust enrichment. As to each of those matters that Defendant successfully defended against, Defendant is the prevailing party.

For the foregoing reasons, and for those to be discussed in more detail at the hearing on this matter, Defendant respectfully requests the entry of an order denying Plaintiffs' request for attorneys' fees, and providing such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

April 15, 2024
Greenville, South Carolina

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANT'S CONSOLIDATED MOTION PURSUANT TO RULES 52, 54 & 59, SCRCP AND DEFENDANT'S SECOND MOTION PURSUANT TO RULES 52 & 59**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully submit this Memorandum in Opposition to Defendant's Consolidated Motion Pursuant to Rules 52, 54 & 59, SCRCP ("First Motion") and Defendant's Second Motion Pursuant to Rules 52 & 59, SCRCP ("Second Motion"). There is no basis upon which this Court should alter, amend or reconsider its judgment as Defendant requests. Because it is unclear whether Defendant is still pursuing, or has abandoned, all the arguments it made in its First Motion, the Plaintiffs will address all of the Defendant's arguments – in both the First Motion and Second Motion – using the same paragraph numbers as those used by Defendant in its motions.

I. Opposition to First Motion

A. Defendant's arguments that Plaintiffs don't have damages or standing are semantic. According to Defendant's position, none of the Plaintiffs could ever assert a claim for breach of the Covenants as a result of Defendant's collection and expenditure of maintenance fees for improper purposes. All of the Plaintiffs have suffered damages. Plaintiffs Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, are all Owners of Parcels in the Park

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that they lease to Plaintiff Poly-Med. Inc. and were damaged by Defendant charging maintenance fees in excess of the funds necessary to pay for maintenance and upkeep of the Park. Just because their tenant ultimately paid the overcharged fees does not mean that, as Owners, Plaintiffs are not damaged by the increased cost to own parcels in the Park. Also, Plaintiff PMI Properties, LLC paid a maintenance fee of $5,385.93 when it purchased a parcel in the Park from Defendant in October 2019. Plaintiffs' Trial Exhibit 17. This maintenance fee, like all the maintenance fees charged by Defendant, was higher than PMI Properties, LLC's proportionate share of the actual expenses Defendant incurred for maintenance and upkeep. Moreover, Defendant's argument that Plaintiffs other than Poly-Med cannot participate in the affirmative relief provided by the Order for Judgment is moot since the Court only awarded damages in favor of Poly-Med, Inc. Memorandum and Order for Judgment, p. 14.

B. Poly-Med, Inc. had standing to pursue this action. The undisputed evidence reveals that, with the exception of the $5,385.93 in maintenance fees paid by PMI Properties, LLC in October 2019, all of the maintenance fees for which Plaintiffs were overcharged were paid by Poly-Med, Inc. Moreover, in addition to being a tenant in the Park, Poly-Med, Inc. is also an owner. Plaintiffs' Trial Exhibit 17. PMI Properties, LLC transferred title to a Park Parcel to Poly-Med, Inc. in March 2021. *Id.* Despite Defendant's claim to the contrary, while Plaintiffs allege, in their Complaint, that Poly-Med, Inc. leases parcels from the other Plaintiffs, they do not allege that Poly-Med is *not* an owner.

C. It was not error for the Court to reference the implied covenant of good faith and fair dealing as a basis for its decision. Through its First Motion, Defendant suggests the Court cannot find that Defendant breached the implied covenant because Plaintiffs did not specifically allege an independent cause of action, specifically labeled "breach of the covenant of good fair

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and fair dealing," in their Amended Complaint. Defendant fails to recognize "that the implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract." *RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004); *see also, Hall v. UBS Fin. Servs. Inc.*, 435 S.C. 75, 86, 866 S.E.2d 337, 342 (2021) ("every contract includes the implied covenant of good faith and fair dealing. It is clear then that if a party to a contract believes another party to the contract has breached the implied covenant of good faith and fair dealing, the cause of action is simply one for breach of contract.") In their Amended Complaint, Plaintiffs properly allege the Defendant breached the Covenants.

The Court properly ruled that "noncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." Memorandum and Order for Judgment, p. 8(quoting *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

> A contract includes not only what is expressly stated but also what is necessarily to be implied from the language used and external facts, such as the surrounding circumstances; and terms which may clearly be implied from a consideration of the entire contract are as much a part thereof as though plainly written on its face. In the absence of an express provision therefor, the law will imply an agreement by the parties to a contract to do and perform those things that according to reason and justice they should do in order to carry out the purpose for which the contract was made.
>
> *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. at 360 *(quoting* 17A C.J.S. Contracts s 328, pages 282—284); *Boddie-Noell Properties, Inc. v. 42 Magnolia P'ship,* 344 S.C. 474, 484, 544 S.E.2d 279, 284 (Ct. App. 2000), *aff'd as modified,* 352 S.C. 437, 574 S.E.2d 726 (2002).

The Court also properly concluded that "[t]o the extent the Covenants do not expressly provide that maintenance fees collected by the Authority (now Defendant) may only be used, and

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may only be collected to the extent necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied." Memorandum and Order for Judgment, pp. 7-8.

D. It was not error for the Court to reference a "possible" breach of fiduciary duty by Defendant. Defendant owed the Park Owners a fiduciary duty with respect to the common areas and the maintenance of them. *Walbeck v. I'On Co., LLC*, 439 S.C. 568, 585, 889 S.E.2d 537, 546 (2023), *reh'g denied* (July 26, 2023)("Developers owe fiduciary duties to homeowners and homeowners' associations regarding common areas. . . . Specifically, common areas must be conveyed in good repair and if they are not, sufficient maintenance funds must be provided in tandem with the property conveyance.") "Establishing a breach of fiduciary duty has three elements: (1) existence of the relationship, (2) breach of the duty owed to the Plaintiff, (3) damages proximately resulting from that breach." *Id.* Plaintiffs have met that burden here. Charging maintenance fees in excess of those needed for maintenance and upkeep of the Park, and using such fees collected from Owners for purposes other than maintenance and upkeep, was a breach of the not only the Covenants, but also Defendant's fiduciary duty as Authority. If the Court found a breach of fiduciary duty, it could also have found that the issue was tried by consent of the parties and could allow amendment of the Amended Complaint to conform to the evidence, "even after judgment." SCRCP Rule 15(b). Nevertheless, it is clear that the Court found in favor of Plaintiffs on their causes of action for breach of the Covenants and conversion, not a claim for breach of fiduciary duty. *Id.* p. 14 ("Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint.").

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E. There is nothing in the record to suggest the Court did not consider any affirmative defenses raised by Defendant.

F. Given the evidence at trial, the Court properly concluded that the only expenses for "maintenance and upkeep" Defendant incurred were landscaping, water and power. Defendant did not identify any other expense that could be correctly characterized as expenses for maintenance and upkeep.

G. The Court did not neglect the provisions of Article VI, § 2 of the Covenants, which pertain to the uses that a property owners' association (once formed) can make of funds raised through annual assessments. The Court properly concluded that "[t]he inclusion of . . .various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority." *Id.* p. 11.

H. It was not error for the Court to hold that "[t]he fees charged for maintenance and upkeep were not intended to be a profit-making mechanism." *Id.* p. 12. Defendant points to uncontroverted testimony that Defendant's predecessor(s)-in-interest had utilized maintenance fees collected for expenses for management fees and other general expenses. Just because Defendant's predecessor(s)-in-interest also violated the Covenants does not mean Defendant is not liable for its violations. Moreover, Defendant's predecessor(s)-in-interest were government or quasi-government, non-profit entities. They did not, and could not, charge maintenance fees as a profit-making mechanism.

I. The Court properly ruled that Plaintiffs were damages in an amount equal to the difference between what they paid Defendant and their proportional share of the expenses for maintenance and upkeep the Defendant actually incurred.

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II. Opposition to Second Motion

A. Regarding the Court's Memorandum and Order for Judgment:

(1) As set forth above, the Court properly concluded that each Plaintiff was/is an Owner in the Park;

(2) There was no error, or harm, in the Court making findings about the rights that may arise under the Covenants after an Association is formed. By way of example, the Court properly compared the language of the Covenants pertaining to "maintenance fees," to the language pertaining to "Assessments" by the Association (after its creation), to ascertain the intent of the Covenant's with respect to the scope of expenses chargeable as maintenance fees. By law, the Court must consider the document as a whole. *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017);

(3) It was not error for the Court to conclude that the "Covenants require the Authority eventually designate portions of the Park property as Common Areas" since that is exactly what the Covenants provide. The Covenants that the "[t]he Authority shall develop the Property by . . . designating portions of the Property, and all improvements constructed thereon, if any, as Common Areas, and conveying them to the Association." Plaintiff's Trial Exhibit 5, pp. 4-5;

(4) Defendant argues it was improper for the Court to make factual findings about how much property any person or entity may own within the Park. Plaintiffs do not believe the Court made any such finding.

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B. The Court did not contradict itself in concluding that Defendant had the right to impose and collect annual maintenance fees up to a specific amount, but that such fees were limited to the amount necessary for maintenance and upkeep of the Park.

C. The Court properly made conclusions about the intent of the South Carolina Research Authority since that intent is reflected in the first Whereas Clause of the Covenants as well as in the South Carolina Research Authority Act and case law. S.C. Code Ann. § 13–17–20; *Nichols v. S.C. Rsch. Auth.*, 290 S.C. 415, 417, 351 S.E.2d 155, 156 (1986);

D. As set forth above, the Court properly concluded that the only expenses for "maintenance and upkeep" Defendant incurred were for landscaping, water and power;

E. The Court properly concluded that the Authority's involvement in the Park was supposed to be temporary given that the Covenants provide that "[t]he Authority shall develop the Property by . . . designating portions of the Property, and all improvements constructed thereon, if any, as Common Areas, and conveying them to the Association." Plaintiff's Trial Exhibit 5, pp. 4-5;

F. The Court did reference the fact that "Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas Should be designated and conveyed." Memorandum and Order for Judgment, p. 8;

G. The Court properly concluded that Plaintiffs prevailed on both their claims for breach of the Covenants and conversion. "Conversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights. Conversion may arise by some illegal use or misuse, or by illegal detention of another's personal property. Conversion is a wrongful act which emanates by either a wrongful taking or wrongful detention." *Hawkins v. City*

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*of Greenvi*lle, 358 S.C. 280, 297 (Ct. App. 2004) (internal quotations and citations omitted). An unauthorized use of property by a bailee constitutes a conversion. *Powell v. A. K. Brown Motor Co.*, 200 S.C. 75, 20 S.E.2d 636, 637 (1942) (citing 8 C. J.S., Bailments, § 31, p. 284). Here, the maintenance fees paid directly by Poly-Med to Defendant, were to be used solely for the maintenance and upkeep of the Park's common areas. Because the Court determined that "maintenance and upkeep" is limited to physical repairs of the common areas, it necessarily follows that Defendant has wrongfully misused Poly-Med's payments toward unauthorized expenses, and profits, for Defendant's own benefit;

H. As set forth above, the Court properly concluded that the only expenses for "maintenance and upkeep" Defendant incurred were for landscaping, water and power. Defendant did not identify any other expense that could be correctly characterized as maintenance and upkeep.

I. The Court properly ruled that Plaintiffs were damaged in an amount equal to the difference between what they paid Defendant and their proportional share of the expenses for maintenance and upkeep the Defendant incurred.

J. The Court properly concluded that Plaintiffs are the prevailing party entitled to an award of attorney's fees and costs under the terms of the Covenants. Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Trial Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.*, 395 P.2d 511, 514

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(1964)); *Seckinger v. Vessel Excalibur*, 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997). Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties' respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial was devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."

K. The Court's calculation of Plaintiffs' damages is correct.

III. Conclusion

For all the foregoing reasons, this Court should deny Defendant's Consolidated Motion Pursuant to Rules 52, 54 & 59, SCRCP ("First Motion") and Defendant's Second Motion Pursuant to Rules 52 & 59, SCRCP.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
(1052 North Church Street, 29601)
P. O. Box 10529
Greenville, SC 29603
864.349.2600 – Phone
864.349.0303 – Fax

Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
April 15, 2024

OF COUNSEL:

Marwan S. Zubi, Esq., (*admitted Pro Hac Vice*)
Nicolai Law Group, P.C.
1500 Main Street
Suite 1914
P.O. Box 15289
Springfield, Massachusetts 01115

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFF'S SUPPLEMENTAL MEMORANDUM REGARDING REQUESTS FOR ATTORNEYS' FEES**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Plaintiffs submit the attached Affidavit of Marwan S. Zubi (Ex. 1) and William A. Coates (Ex. 2) with attachments in response to the Court's direction at a hearing on July 24, 2024.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
Ross B. Plyler, SC Bar No. 71688
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Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
August 7, 2024

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OF COUNSEL:

Marwan S. Zubi, Esq., (*admitted Pro Hac Vice*)
Nicolai Law Group, P.C.
1500 Main Street
Suite 1914
P.O. Box 15289
Springfield, Massachusetts 01115

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	**REVISED AFFIDAVIT OF MARWAN S. ZUBI**
Plaintiffs,	)	
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Marwan S. Zubi, a natural person of legal age with a business address of 1500 Main Street, Suite 1914, Springfield, Massachusetts, hereby deposes and says that he has personal knowledge of the following facts:

1. This Revised Affidavit is offered in support of Plaintiffs' Motion for Attorneys' Fees and Expenses ("Plaintiffs' Motion") and pursuant to the Court's direction at a July 24, 2024 hearing on Plaintiffs' Motion.
2. I submitted my original affidavit of fees and expenses with Plaintiffs' Motion on March 8, 2024 ("Original Affidavit").
3. I am a Member of the Bar in Massachusetts, Connecticut, New Hampshire and New York and have been admitted to practice, and have practiced business litigation in Massachusetts, since 1994.
4. Throughout that time, I have been associated with Nicolai Law Group, P.C., currently of 1500 Main Street, Suite 1914, Springfield, Massachusetts.
5. I am also admitted to practice before the United States District Court for the District of Massachusetts and the United States Court of Appeals for the First Circuit.

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6. I received a Bachelor of Arts Degree from the University of Massachusetts in 1988 majoring in political science and minoring in history.

7. In 1994, I earned a juris doctorate from Western New England College graduating *cum laude.*

8. At Western New England College I was a member of the law review. I attended Boston University School of Law as a visiting student in my final year of law school.

9. In 1993, while in law school, I was a law clerk with the Department of Justice, for United States Attorney, District of Massachusetts.

10. I represented the Plaintiffs in this matter and was admitted to practice before this Court pro hac vice.

11. I personally performed the vast majority of the legal work involved with my firm, Nicolai Law Group, P.C.'s, representation of the Plaintiffs in this action.

12. My hourly current rate is $413.00.

13. When Nicolai Law Group's representation of the Plaintiffs regarding this action began in 2021, my hourly rate was $340.00. It has increased incrementally since then.

14. A legal assistant at Nicolai Law Group has also performed a relatively small amount of work in this matter. Her current hourly rate is $130.00.

15. When Nicolai Law Group's representation of the Plaintiffs regarding this action began in 2021, the legal assistant's hourly rate was $115.00 and has increased incrementally since then.

16. Attorney Paul Peter Nicolai has also assisted in the representation of the Plaintiffs in this action. His current hourly rate is $461.00.

17. Attorney Nicolai is a Member of the Bar in Massachusetts, Connecticut, New Hampshire and New York and has been admitted to practice, and has practiced business litigation in Massachusetts, since 1979.

18. Attorney Nicolai is also admitted to practice before the United States Court of Appeals for the First Circuit, the United States Court of Appeals for the Federal Circuit, the United States Tax Court and the United States Supreme Court.

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19. This case began in 2021 and involves the actions of the Defendant when measured against the restrictive covenants at issue. The Defendant is represented by experienced litigation counsel who has clearly spent more than a considerable amount of time defending this matter. The Defendant spent much time in reacting to the discovery propounded by the Plaintiff. As the Court is aware, the Plaintiff was required to request the Court to order an accounting, which was itself a matter of prolonged "discussion." This matter has been professionally prosecuted and professionally defended; however, the battle over the meaning of the restrictive covenants has resulted in considerable disputes, requiring numerous motions by both parties, both before and after trial. The final decision will no doubt result in an appeal. All of the above has required a substantial investment of time by me as well as Attorney Coates and the other professionals at Cassidy Coates Price, P.A.

20. When Nicolai Law Group's representation of the Plaintiffs regarding this matter began in 2021, Attorney Nicolai's hourly rate was $400.00 and has increased incrementally since then.

21. When performing certain tasks such as reviewing document production, we billed the Plaintiffs at a reduced hourly rate – currently $200.00.

22. Based on my experience practicing civil litigation for more than twenty-nine years in various locations (including Greenville and Anderson, South Carolina on a pro hac vice basis since 2018), but primarily in the Springfield, Massachusetts area, I believe Nicolai Law Group's hourly rates are in line with those charged by other similarly experienced professionals in the Springfield, Massachusetts market and the Anderson, South Carolina market.

23. Further proof regarding the rates customarily charges by similarly experienced professionals in South Carolina is set forth in the Affidavit of William A. Coates.

24. Nicolai Law Group's time charges associated with this action, through February 29, 2024, are attached as Exhibit A. In Exhibit A, billings and totals from March 2021 through January 2024, and from February 1, 2024 to February 29, 2024, appear separately. Items of work not directly related to this action, and therefore not necessary for the Court's determination of the fees due, have been deducted from total and have been redacted from Exhibit A.

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25. According to the records reflected in Exhibit A, the attorneys and legal assistant at Nicolai Law Group spent a total of 371.1 hours on this matter through February 29, 2024. The vast majority of those hours of work were performed by me.

26. In addition to deducting hours for work not directly related to the litigation, Nicolai Law Group wrote off a total of 17.9 hours of attorney time because, while the work was performed, the firm did not feel it appropriate to bill for that work.

27. Based on my experience practicing business litigation in various locations, but primarily in the Springfield, Massachusetts area for more than twenty-nine years, the length and complexity of this matter and the results achieved, I believe the number of hours expended in this matter are reasonable and proper.

28. As reflected in my Original Affidavit, the total legal fees incurred by the Plaintiffs in connection with this matter through February 29, 2024, equal $131,978.60.

29. The Plaintiff incurred expenses for the litigation, including stenographer fees for a depositions and travel expenses in connection with my travel to Anderson, South Carolina for the trial, totalling $1,141.05. An itemized statement of the expenses is attached hereto as Exhibit B.

30. From March 1, 2024 through July 31, 2024, the Plaintiffs have incurred an additional $11,942.10 in fees and $682.62 in travel expenses. An itemized statement of the fees and expenses incurred from March 1, 2024 through July 31, 2024 is attached hereto as Exhibit C.

31. According to the records reflected in Exhibit C, the attorneys and legal assistant at Nicolai Law Group spent a total of 37.6 hours on this matter through from March 1, 2024 to July 31, 2024. The vast majority of those hours of work were performed by me.

32. The total legal fees incurred by the Plaintiffs in connection with this matter through July 31, 2024, equal $143,920.70 and the total expenses incurred equal $1,823.67.

33. In sum, the total fees and expenses incurred by the Plaintiffs, from Nicolai Law Group, equal $145,744.37.

34. None of the fee charged the Plaintiffs was based on any form of contingency.

35. Counsel for the Plaintiffs obtained beneficial and favorable result. As the Court indicated in its most recent order, the Plaintiffs are the prevailing parties in this case.

36. Based on my experience practicing business litigation in various locations including South Carolina, but primarily in the Springfield, Massachusetts area for more than twenty-nine years, I believe the above total fees and expenses are fair and reasonable.

37. The statements contained in this affidavit are true and accurate to the best of my knowledge, information and belief.

Signed under the pains and penalties of perjury this 6th day of August, 2024.

Marwan S. Zubi

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. August 6, 2024

On this 6th day of August, 2024, before me, the undersigned notary public, personally appeared the above-named Marwan S. Zubi proved to me through satisfactory evidence of identification of which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged in the presences of the above-named witness, that the foregoing document was signed voluntarily and for its stated purpose.

ELIZABETH A. NICOLAI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 17, 2028

Elizabeth A. Nicolai, Notary Public
My commission expires: February 17, 2028

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EXHIBIT

A

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PreBill (Already Billed Time - by Date)

EX. A

File 2019005

For the period ending January 31, 2024

Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C.

PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold		Subtotal	Tax
[redacted]							
Mar 5, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding initiating litigation	GL 4001	0.10	340.00	34.00	
Mar 7, 2021	PPN	Dictate electronic mail message to Donald Crossley, CFO at Poly-Med, Inc.	GL 4001	0.10	400.00	40.00	
Mar 9, 2021	MSZ	Communicate with Attorney Paul Peter Nicolai on strategy and course of action for litigation	GL 4001	0.30	340.00	102.00	
Mar 9, 2021	PPN	Communicate with Attorney Marwan S. Zubi on strategy and course of action for litigation	GL 4001	0.30	400.00	120.00	
Mar 10, 2021	MSZ	research parties, research law for possible causes of action and draft complaint 1.5, hours, charge for 1.0	GL 4001	1.00	340.00	340.00	
Mar 10, 2021	MSZ	research parties, research law for possible causes of action and draft complaint 1.5, hours, charge for 1.0, - no charge to client	GL 4001	0.50			
Mar 11, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding due date for maintenance fee and court action and review invoice for fee	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	MSZ	telephone call to Donald Crossley, CFO at Poly-Med, Inc. regarding property ownership	GL 4001	0.20	340.00	68.00	
Mar 11, 2021	MSZ	continue research regarding potential claims and work on complaint 1.4 hours, charge for 1.0	GL 4001	1.00	340.00	340.00	
Mar 11, 2021	MSZ	electronic mail message to Attorney Bernie Ellis regarding assistance with civil action against Research Park	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding research park property ownership	GL 4001	0.10	340.00	34.00	
Mar 11, 2021	PPN	Telephone call from Attorney Marwan S. Zubi on ownership questions	GL 4001	0.10	400.00	40.00	
Mar 11, 2021	MSZ	continue research regarding potential claims and work on complaint 1.4 hours, charge for 1.0, - no charge to client	GL 4001	0.40			
Mar 15, 2021	MSZ	telephone conversation with and electronic mail message to and from Attorney Trey Suggs regarding possible representation and parties to dispute	GL 4001	0.20	340.00	68.00	
				4.5 hour		1254	

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
[redacted]							
Mar 16, 2021	MSZ	continue research and work on complaint	GL 4001	0.40	340.00	136.00	
Mar 18, 2021	MSZ	electronic mail messages from and to Attorney Trey Suggs regarding proposed terms of representation, telephone call to Trey regarding same and nature of the case and electronic mail message to Attorney Paul Peter Nicolai regarding same, - no charge to client	GL 4001	0.30			
Mar 18, 2021	MSZ	electronic mail message to Attorney Trey Suggs regarding engagement letter and scope of engagement	GL 4001	0.10	340.00	34.00	
Mar 19, 2021	MSZ	receive and review engagement letter from Attorney Trey Suggs and electronic mail message to Attorney Paul Peter Nicolai regarding same - no charge to client	GL 4001	0.10			
Mar 19, 2021	PPN	Work on edits to local counsel engagement	GL 4001	0.20	400.00	80.00	
Mar 25, 2021	MSZ	revise proposed engagement letter from Attorney Trey Suggs and electronic mail message to Trey regarding same	GL 4001	0.10	340.00	34.00	
Mar 31, 2021	MSZ	research law for complaint 1.8 hours, charge for 1.5	GL 4001	1.50	340.00	510.00	
Mar 31, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding information for complaint	GL 4001	0.10	340.00	34.00	
Mar 31, 2021	MSZ	continue review of land records, review of file and work on complaint 4.7, hours, charge for 4.2	GL 4001	4.20	340.00	1,428.00	
Mar 31, 2021	MSZ	research law for complaint 1.8 hours, charge for 1.5, - no charge to client	GL 4001	0.30			
Mar 31, 2021	MSZ	continue review of land records, review of file and work on complaint 4.7, hours, charge for 4.2, - no charge to client	GL 4001	0.50			
Apr 1, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding strategy, review file and electronic mail message to Attorney Paul Peter Nicolai regarding same and possible claim against Innovate Anderson	GL 4001	0.20	340.00	68.00	
Apr 1, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding parties to suit	GL 4001	0.10	340.00	34.00	
Apr 1, 2021	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi on Innovate Anderson inclusion issues	GL 4001	0.10	400.00	40.00	
				8.2 hours		2398	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Apr 2, 2021	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding Attorney Trey Suggs engagement letter - no charge to client	GL 4001		0.10			
Apr 6, 2021	MSZ	electronic mail messages to and from Don Crossley regarding information for complaint	GL 4001		0.10	340.00	34.00	
Apr 6, 2021	MSZ	continue work on complaint	GL 4001		0.70	340.00	238.00	
Apr 6, 2021	MSZ	revise complaint per electronic mail message from Don Crossley	GL 4001		0.40	340.00	136.00	
Apr 6, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding draft complaint and review by local counsel	GL 4001		0.10	340.00	34.00	
Apr 6, 2021	EAN	Finalize Complaint	GL 4001		0.70	100.00	70.00	
Apr 7, 2021	MSZ	receive and review Attorney Paul Peter Nicolai comments on complaint and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001		0.20	340.00	68.00	
Apr 7, 2021	PPN	Work on review and revise complaint; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.50	400.00	200.00	
Apr 9, 2021	MSZ	electronic mail message to Don Crossley regarding leases	GL 4001		0.10	340.00	34.00	
Apr 13, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. and electronic mail message to Attorney Trey Suggs regarding engagement letter - no charge to client	GL 4001		0.10			
Apr 14, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding complaint and strategy	GL 4001		0.50	340.00	170.00	
Apr 14, 2021	MSZ	review covenants per telephone conversation with David Shalaby, President at Poly-Med, Inc. and research regarding possible case law on use of maintenance fees	GL 4001		0.60	340.00	204.00	
Apr 14, 2021	MSZ	electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding complaint and electronic mail message to Attorney Paul Peter Nicolai regarding various issues	GL 4001		0.20	340.00	68.00	
Apr 14, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft complaint	GL 4001		0.30	340.00	102.00	
[redacted]								
Apr 15, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.20	340.00	68.00	
Apr 26, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding complaint and strategy	GL 4001		0.10	340.00	34.00	
Apr 26, 2021	PPN	Dictate electronic-mail message to Attorney Marwan Zubi	GL 4001		0.10	400.00	40.00	
Apr 27, 2021	MSZ	revise complaint and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001		0.20	340.00	68.00	
					4 hours		1568	

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Apr 27, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding amendment of complaint and scope of claims	GL 4001	0.10	340.00	34.00	
Apr 27, 2021	PPN	Work on meeting with David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Attorney Marwan S. Zubi on pleadings	GL 4001	0.20	400.00	80.00	
Apr 28, 2021	PPN	Work on and receive and review complaint; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.20	400.00	80.00	
Apr 29, 2021	MSZ	electronic mail message from Attorney Trey Suggs regarding complaint and electronic mail message to Attorney Bill Coats regarding telephone conference call to discuss complaint	GL 4001	0.10	340.00	34.00	
Apr 29, 2021	MSZ	electronic mail messages from and to Attorney Trey Suggs regarding filing complaint and subpoena to Innovate	GL 4001	0.10	340.00	34.00	
[redacted]							
Apr 29, 2021	MSZ	electronic mail message to Attorney Trey Suggs regarding draft complaint	GL 4001	0.20	340.00	68.00	
Apr 30, 2021	MSZ	electronic mail message from Attorney Bill Coats, review revised draft of complaint and make further revisions	GL 4001	0.20	340.00	68.00	
Apr 30, 2021	MSZ	telephone call from Attorney Ben Coats regarding complaint	GL 4001	0.30	340.00	102.00	
May 2, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coats and further revisions to complaint	GL 4001	0.30	340.00	102.00	
May 3, 2021	MSZ	telephone call from Attorney Bill Coates regarding complaint	GL 4001	0.10	340.00	34.00	
May 3, 2021	MSZ	electronic mail message from Attorney Bill Coats and review and revise revised complaint	GL 4001	0.30	340.00	102.00	
May 3, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding revised complaint	GL 4001	0.10	340.00	34.00	
May 14, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding status of the matter	GL 4001	0.10	340.00	34.00	
May 17, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
May 17, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding Roe Cassidy invoice and electronic mail messages to and from Attorney Bill Coates regarding same - no charge to client	GL 4001	0.20			
May 18, 2021	MSZ	electronic mail message to Attorney Bill Coats	GL 4001	0.10			
[redacted]				2 hours		554	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
May 19, 2021	PPN	Work on receive and review complaint; review prior correspondence; telephone call to Crocker; dictate electronic mail message to Crocker and Smith on complaint with blind carbon copy of same to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001		0.50	400.00	200.00	
Jun 8, 2021	PPN	Work on telephone call to Crocker; telephone call to David Shalaby, President at Poly-Med, Inc.; telephone call to Attorney Marwan S. Zubi on changes to complaint	GL 4001		0.40	400.00	160.00	
Jun 11, 2021	MSZ	voicemail message from Attorney Paul Peter Nicolai regarding his communication with counsel for Clemson and revision to complaint, revise complaint and electronic mail message to Paul regarding same	GL 4001		0.20	340.00	68.00	
[redacted]								
Jun 11, 2021	PPN	Work on receive and review revised complaint; dictate electronic mail message to Crocker; dictate electronic mail message to Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	400.00	40.00	
Jun 29, 2021	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding invoice from Attorney Bill Coates and electronic mail message to Bill Coates regarding same - no charge to client	GL 4001		0.10			
Jul 8, 2021	PPN	Work on receive and respond to electronic mail message from David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Crocker; telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.20	420.00	84.00	
Jul 9, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Jul 12, 2021	MSZ	receive and review voicemail message and electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding communications with Clemson and filing suit	GL 4001		0.10	360.00	36.00	
Jul 12, 2021	PPN	Work on telephone call to Attorney Marwan S. Zubi - left message on voicemail; dictate electronic mail message to Crocker	GL 4001		0.10	420.00	42.00	
Jul 13, 2021	MSZ	review file, revise complaint and electronic mail message to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding discovery	GL 4001		0.10	360.00	36.00	
Jul 13, 2021	MSZ	electronic mail messages from and to Attorney William Coats regarding complaint, subpoena and appearance	GL 4001		0.10	360.00	36.00	
Jul 14, 2021	MSZ	emails from and to local counsel regarding complaint and service thereof	GL 4001		0.10	360.00	36.00	

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						Tax
[redacted]						
Jul 15, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding filed complaint, draft proposed electronic mail message to David Shalaby, President at Poly-Med, Inc. to owners and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	360.00	72.00
Jul 16, 2021	MSZ	review file, draft subpoena to Innovate Anderson and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.60	360.00	216.00
Jul 16, 2021	MSZ	electronic mail messages from and to Attorney William Coates regarding service of subpoena on Innovate Anderson and proof of service on Research Park	GL 4001	0.10	360.00	36.00
[redacted]						
Jul 16, 2021	MSZ	review proposed revisions to subpoena from Attorney Paul Peter Nicolai, electronic mail messages from and to Paul regarding same and electronic mail message to Attorney William Coates regarding same	GL 4001	0.20	360.00	72.00
Jul 16, 2021	PPN	Work on review and revise subpoena exhibit	GL 4001	0.20	420.00	84.00
Jul 27, 2021	MSZ	electronic mail messages from Attorney Bill Coats regarding attempts at service of process, review file regarding other addresses for Wagner and electronic mail message to Bill regarding same	GL 4001	0.20	360.00	72.00
Jul 28, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his communication with Dan Wagner and case status	GL 4001	0.20	360.00	72.00
Jul 28, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Dan Wagner and electronic mail message to Attorney Bill Coates regarding service of process	GL 4001	0.10	360.00	36.00
Jul 29, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding message to be sent to owners with complaint	GL 4001	0.10	360.00	36.00
Aug 2, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding litigation strategy and possible outcomes	GL 4001	0.20	360.00	72.00
Aug 2, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding his communication with opposing counsel and defendant's retention of litigation counsel	GL 4001	0.10	360.00	36.00
Aug 4, 2021	MSZ	telephone call from Attorney Bill Coates regarding subpoena on Innovate, service and possible records to be obtained and memorandum to file regarding same	GL 4001	0.20	360.00	72.00
				1.5 hours		552

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Aug 4, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding service on defendant	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding defendant's counsel	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding proposed telephone conference call with opposing counsel and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Aug 9, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai telephone conference call with opposing counsel and PMI's position	GL 4001	0.10	360.00	36.00	
[redacted]							
Aug 12, 2021	MSZ	telephone call from opposing counsel regarding basis for lawsuit and maintenance fee records	GL 4001	0.30	360.00	108.00	
Aug 12, 2021	MSZ	review covenant and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel	GL 4001	0.50	360.00	180.00	
Aug 16, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding communication with opposing counsel and service of subpoena on Innovate	GL 4001	0.10	360.00	36.00	
[redacted]							
Aug 23, 2021	MSZ	electronic mail message from opposing counsel regarding proposed meeting and review of records and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001	0.10	360.00	36.00	
Aug 23, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc., Attorney Paul Peter Nicolai and Attorney Bill Coats regarding meeting proposed by opposing counsel and electronic mail message to Dave and Paul regarding same	GL 4001	0.20	360.00	72.00	
Aug 23, 2021	MSZ	telephone call from Attorney Paul Peter Nicolai regarding communication with opposing counsel on proposal	GL 4001	0.10	360.00	36.00	
Aug 23, 2021	MSZ	electronic mail message to opposing counsel regarding proposal for review of records	GL 4001	0.10	360.00	36.00	
				1.8 hours		504	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Aug 23, 2021	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding communication to opposing counsel	GL 4001		0.10	360.00	36.00	
Aug 23, 2021	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.	GL 4001		0.40	420.00	168.00	
Aug 23, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on proposal response	GL 4001		0.10	420.00	42.00	
Aug 25, 2021	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Sep 17, 2021	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Sep 17, 2021	MSZ	review file regarding status of production of documents by Innovate Anderson and limitations period	GL 4001		0.10	360.00	36.00	
Sep 20, 2021	MSZ	receive and review electronic mail message and document from Attorney Bill Coates regarding production of documents by Innovate Anderson and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001		0.10	360.00	36.00	
Sep 20, 2021	MSZ	review Innovate Anderson objections and response to subpoena and document produced in response	GL 4001		0.20	360.00	72.00	
Sep 20, 2021	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding documents produced by Innovate Anderson	GL 4001		0.10	360.00	36.00	
Sep 20, 2021	PPN	Work on receive and review documents produced; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.80	420.00	336.00	
Sep 21, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding documents produced by Innovate Anderson	GL 4001		0.10	360.00	36.00	
Sep 21, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records from Innovate Anderson and strategy	GL 4001		0.30	360.00	108.00	
Sep 22, 2021	MSZ	telephone call to Attorney Bill Coates regarding information to be obtained from opposing counsel	GL 4001		0.20	360.00	72.00	
Sep 22, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records produced by Innovate Anderson and strategy	GL 4001		0.60	360.00	216.00	
Sep 23, 2021	MSZ	review article on Innovate Anderson from David Shalaby, President at Poly-Med, Inc., review file and further research	GL 4001		0.80	360.00	288.00	
Sep 23, 2021	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc., voicemail message and electronic mail message and documents from Burriss Nelson on easement	GL 4001		0.10	360.00	36.00	
					3.7 hours		1518	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Sep 23, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.40	360.00	144.00	
Sep 23, 2021	PPN	receive and review voicemail message from and return telephone call to David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	420.00	42.00	
Sep 24, 2021	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	420.00	42.00	
Sep 24, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates and motion to dismiss, electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same and electronic mail message to Attorney Bill Coates regarding various issues	GL 4001		0.40	360.00	144.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding opposition to motion to dismiss	GL 4001		0.10	360.00	36.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding ownership of parcels	GL 4001		0.10	360.00	36.00	
Sep 24, 2021	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding strategy	GL 4001		0.10	360.00	36.00	
Sep 29, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding information from opposing counsel on disposition of funds	GL 4001		0.10	360.00	36.00	
[redacted]								
Oct 1, 2021	PPN	Work on receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.10	420.00	42.00	
[redacted]								
Oct 4, 2021	MSZ	receive and review electronic mail messages between David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding strategy	GL 4001		0.10	360.00	36.00	
					1.6		594	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 4, 2021	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.40	420.00	168.00	
Oct 5, 2021	MSZ	research for opposition to motion to dismiss and work on opposition - 1.7 hours, charge for 1.2 - no charge to client	GL 4001		0.50			
Oct 5, 2021	MSZ	research for opposition to motion to dismiss and work on opposition - 1.7 hours, charge for 1.2	GL 4001		1.20	360.00	432.00	
Oct 5, 2021	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding information on Innovate Anderson finances, telephone call to Bill regarding same and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding same	GL 4001		0.20	360.00	72.00	
Oct 5, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on strategy - .3 hours, charge for .2 hours - no charge to client	GL 4001		0.10			
Oct 5, 2021	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy - .3 hours, charge for .2 hours - no charge to client	GL 4001		0.10			
Oct 5, 2021	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy - .3 hours, charge for .2 hours	GL 4001		0.20	360.00	72.00	
Oct 5, 2021	PPN	Telephone call to Attorney Marwan S. Zubi on strategy - .3 hours, charge for .2 hours	GL 4001		0.20	420.00	84.00	
Oct 6, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.7 hours, charge for 1.2 - no charge to client	GL 4001		0.50			
Oct 6, 2021	MSZ	review file regarding information sought and electronic mail messages to and from Attorney Bill Coates regarding status of information from counsel to Innovate Anderson and proposed telephone conference call with opposing counsel	GL 4001		0.20	360.00	72.00	
Oct 6, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.7 hours, charge for 1.2	GL 4001		1.20	360.00	432.00	
Oct 7, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.4 hours, charge for 1.2 - no charge to client	GL 4001		0.20			
Oct 7, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Donald Crossley, CFO at Poly-Med, Inc. communication with County on Innovate Anderson - no charge to client	GL 4001		0.10			
Oct 7, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates and Attorney Adam Bach regarding information on financials and telephone conference call	GL 4001		0.10	360.00	36.00	
Oct 7, 2021	MSZ	electronic mail message to counsel for Innovate Anderson regarding need for response to request for information	GL 4001		0.10	360.00	36.00	
					5.2 hours		1404	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 7, 2021	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding possible confidentiality agreement and records request - no charge to client	GL 4001		0.10			
Oct 7, 2021	MSZ	receive and review electronic mail message from Attorney Adam Bach regarding Innovate Anderson financials and electronic mail message to Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	360.00	36.00	
Oct 7, 2021	MSZ	continue research and work on opposition to motion to dismiss - 1.4 hours, charge for 1.2	GL 4001		1.20	360.00	432.00	
Oct 7, 2021	MSZ	electronic mail message to counsel to Innovate Anderson regarding financials and confidentiality agreement	GL 4001		0.10	360.00	36.00	
Oct 8, 2021	MSZ	continue research of South Carolina law and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5	GL 4001		2.50	360.00	900.00	
Oct 8, 2021	MSZ	electronic mail messages from and to Attorney Adam Bach regarding documents for production and possible confidentiality agreement	GL 4001		0.10	360.00	36.00	
Oct 8, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding records requested for Innovate Anderson and other case issues	GL 4001		0.30	360.00	108.00	
Oct 8, 2021	MSZ	continue research of South Carolina law and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5 - no charge to client	GL 4001		0.60			
Oct 11, 2021	MSZ	continue research and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5	GL 4001		2.50	360.00	900.00	
Oct 11, 2021	MSZ	continue research and work on opposition to motion to dismiss - 3.1 hours, charge for 2.5 - no charge to client	GL 4001		0.60			
Oct 12, 2021	MSZ	continue work on opposition to motion to dismiss - 2.3 hours, charge for 1.8	GL 4001		1.80	360.00	648.00	
Oct 12, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion to dismiss	GL 4001		0.10	360.00	36.00	
Oct 12, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion to dismiss and hearing	GL 4001		0.10	360.00	36.00	
Oct 12, 2021	MSZ	continue work on opposition to motion to dismiss - 2.3 hours, charge for 1.8 - no charge to client	GL 4001		0.50			
Oct 18, 2021	MSZ	electronic mail message to counsel for Innovate Anderson regarding status of records request	GL 4001		0.10	360.00	36.00	
Oct 18, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of document production for Innovate Anderson, opposition to motion to dismiss and hearing on motion	GL 4001		0.10	360.00	36.00	
Oct 19, 2021	MSZ	review file and electronic mail message to counsel for Innovate Anderson regarding request for additional records and information	GL 4001		0.20	360.00	72.00	
					10.8 hours		3276	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 20, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding information obtained and requested from Research Park	GL 4001		0.10	360.00	36.00	
Oct 20, 2021	MSZ	receive and review electronic mail message from counsel for Innovate Anderson regarding 2017 financials and review financials	GL 4001		0.20	360.00	72.00	
Oct 20, 2021	MSZ	receive and review filed opposition to motion to dismiss	GL 4001		0.10	360.00	36.00	
Oct 20, 2021	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with counsel to Innovate Anderson on unanswered questions	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	MSZ	receive and review electronic mail message exchange between local counsel and Attorney Paul Peter Nicolai regarding	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	MSZ	electronic mail message from Attorney William Coates regarding postponement of hearing on motion to compel and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	360.00	36.00	
Oct 25, 2021	PPN	Work on receive and review electronic mail messages - no charge to client	GL 4001		0.10			
Oct 28, 2021	MSZ	review invoice from Roe Cassidy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Oct 29, 2021	MSZ	draft document production requests to Research Park	GL 4001		0.50	360.00	180.00	
Nov 1, 2021	MSZ	review file, continue work on document production requests and draft interrogatories	GL 4001		1.10	360.00	396.00	
Nov 2, 2021	MSZ	continue work on document production requests and interrogatories	GL 4001		0.10	360.00	36.00	
Nov 2, 2021	EAN	Finalize Plaintiff's First Document Production Requests and Plaintiff's First Set of Interrogatories	GL 4001		0.40	115.00	46.00	
Nov 3, 2021	MSZ	review file and electronic mail message to counsel for Innovate Anderson regarding records produced and status of request for additional information	GL 4001		0.50	360.00	180.00	
Nov 3, 2021	MSZ	review file and analyze records produced and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding communication with counsel for Innovate Anderson, analysis for documents, requests for additional information and document production requests	GL 4001		1.00	360.00	360.00	
Nov 3, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.20	360.00	72.00	
Nov 4, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding status of motion to dismiss and discovery requests	GL 4001		0.10	360.00	36.00	
Nov 5, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding service of document production request and interrogatories following ruling on motion to dismiss	GL 4001		0.10	360.00	36.00	
					4.9 hours		1594	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 5, 2021	MSZ	electronic mail messages from and to Attorney Bill Coates regarding date for hearing on motion to dismiss and status of communications with and requests for information from counsel to Innovate Anderson	GL 4001		0.10	360.00	36.00	
Nov 15, 2021	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Nov 15, 2021	MSZ	electronic mail messages to and from counsel for Innovate Anderson regarding follow up on request for information	GL 4001		0.10	360.00	36.00	
Nov 23, 2021	MSZ	review electronic mail message from Attorney Paul Peter Nicolai regarding communication with Anderson County attorney	GL 4001		0.10	360.00	36.00	
Nov 29, 2021	MSZ	voicemail message from David Shalaby, President at Poly-Med, Inc. regarding invoice from Research Park, review file regarding stated position on same and telephone call to David Shalaby, President at Poly-Med, Inc. - left message on voicemail regarding payment of fee	GL 4001		0.20	360.00	72.00	
Nov 29, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding payment of maintenance fee	GL 4001		0.10	360.00	36.00	
Dec 8, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding case status in light of motion to dismiss delay	GL 4001		0.10	360.00	36.00	
Dec 9, 2021	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding possible settlement proposal and purchase of park	GL 4001		0.30	360.00	108.00	
Dec 9, 2021	MSZ	electronic mail message to Attorney Bill Coates regarding serving discovery requests	GL 4001		0.10	360.00	36.00	
Dec 9, 2021	MSZ	review covenants and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.50	360.00	180.00	
Dec 10, 2021	MSZ	electronic mail message from Attorney Bill Coates regarding document production requests, review document production requests and electronic mail messages to and from Bill regarding same	GL 4001		0.20	360.00	72.00	
Dec 15, 2021	MSZ	receive and review letter from Attorney Bill Coates to opposing counsel and final document production requests and interrogatories	GL 4001		0.10	360.00	36.00	
Jan 19, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding hearing on motion to dismiss and anticipated decision	GL 4001		0.10	360.00	36.00	
Jan 19, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion to dismiss and anticipated decision	GL 4001		0.10	360.00	36.00	
Jan 24, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding denial of motion to dismiss and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	360.00	36.00	
					2.3 hours		792	

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Jan 24, 2022	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Feb 8, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding defendant's answer and counterclaims	GL 4001	0.10	360.00	36.00	
Feb 10, 2022	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding counterclaim	GL 4001	0.10	360.00	36.00	
Feb 10, 2022	PPN	telephone conversation with Attorney Marwan S. Zubi regarding counterclaim	GL 4001	0.10	420.00	42.00	
Feb 12, 2022	MSZ	review answer and counterclaim, prepare answer analysis and review file regarding defenses	GL 4001	0.70	360.00	252.00	
Feb 12, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and mediation notice	GL 4001	0.10	360.00	36.00	
Feb 15, 2022	MSZ	telephone conference call with Attorney Bill Coates regarding answer, counterclaim and mediation	GL 4001	0.30	360.00	108.00	
Feb 15, 2022	MSZ	review file regarding defendant's claimed defenses	GL 4001	0.20	360.00	72.00	
Feb 15, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding answer to counterclaim and possible mediation	GL 4001	0.30	360.00	108.00	
Feb 20, 2022	PPN	Work on receive and review pleading from opposing counsel; dictate electronic mail message to Attorney Marwan S. Zubi with analysis	GL 4001	0.50	420.00	210.00	
Feb 21, 2022	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding answer and counterclaims, review covenant and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001	0.20	360.00	72.00	
Feb 23, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding strategy with regard to improvements	GL 4001	0.10	360.00	36.00	
Feb 23, 2022	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi; review documents	GL 4001	0.20	420.00	84.00	
Feb 28, 2022	PPN	Work on receive and review discovery responses; receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.30	420.00	126.00	
Feb 28, 2022	MSZ	receive and review defendant's discovery responses and document production and electronic mail message to Attorney Bill Coates regarding same	GL 4001	0.50	360.00	180.00	
Feb 28, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding discovery responses	GL 4001	0.10	360.00	36.00	
Feb 28, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding conference before motion to compel	GL 4001	0.10	360.00	36.00	
Feb 28, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding defendant discovery responses	GL 4001	0.10	360.00	36.00	
				4.1 hours		1398	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Feb 28, 2022	MSZ	review covenants in light of defendant's discovery responses	GL 4001		0.30	360.00	108.00	
Mar 1, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding counterclaims and strategy	GL 4001		0.20	360.00	72.00	
Mar 1, 2022	MSZ	electronic mail message from Don Crossley regarding installation of trailers	GL 4001		0.10	360.00	36.00	
Mar 2, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding installation of trailers	GL 4001		0.10	360.00	36.00	
Mar 3, 2022	MSZ	review file and prepare for telephone call with Attorney Bill Coates on answer to counterclaim, defenses and mediation	GL 4001		0.30	360.00	108.00	
Mar 3, 2022	MSZ	telephone call with Attorney Bill Coates on answer to counterclaim, defenses and mediation	GL 4001		0.20	360.00	72.00	
Mar 7, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and draft answer to counterclaim, review and revise draft answer and electronic mail message to Bill regarding same	GL 4001		0.80	360.00	288.00	
Mar 7, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding proposed affirmative defenses to counterclaim	GL 4001		0.10	360.00	36.00	
Mar 7, 2022	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Mar 8, 2022	MSZ	telephone call from Attorney Bill Coates regarding strategy	GL 4001		0.20	360.00	72.00	
Mar 8, 2022	MSZ	receive and review final and filed answer to counterclaim	GL 4001		0.10	360.00	36.00	
Mar 11, 2022	MSZ	review file and electronic mail message to Attorney Bill Coates regarding scope of supplemental production needed	GL 4001		0.30	360.00	108.00	
Mar 11, 2022	MSZ	telephone call from Attorney Bill Coates regarding communication with opposing counsel on document production and possible mediation	GL 4001		0.10	360.00	36.00	
Mar 12, 2022	MSZ	receive and review notice from Research Park fees due and electronic mail messages between Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	360.00	36.00	
Mar 12, 2022	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	420.00	42.00	
Mar 16, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. case status	GL 4001		0.10	360.00	36.00	
Mar 22, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and document production requests and interrogatories	GL 4001		0.30	360.00	108.00	
Mar 22, 2022	MSZ	telephone call from Attorney Bill Coates regarding discovery issues	GL 4001		0.20	360.00	72.00	
Mar 22, 2022	MSZ	review draft letter to opposing counsel and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	360.00	36.00	
					3.8 hours		1230	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Mar 23, 2022	MSZ	review letter to opposing counsel and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	360.00	36.00	
Mar 27, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding proposed improvements at PMI and status of case	GL 4001		0.10	360.00	36.00	
Mar 27, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	420.00	42.00	
Mar 29, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendant's discovery requests	GL 4001		0.10	360.00	36.00	
Mar 29, 2022	MSZ	electronic mail message to Elizabeth A. Nicolai regarding work to be done on responses to discovery requests	GL 4001		0.10	360.00	36.00	
Mar 31, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding defendant records and budget and electronic mail messages from and to Attorney Bill Coates regarding records to obtain	GL 4001		0.20	360.00	72.00	
Mar 31, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding budget, review budget and electronic mail message to Attorney Bill Coates regarding need for records	GL 4001		0.20	360.00	72.00	
Mar 31, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding negotiation with opposing counsel on records	GL 4001		0.10	360.00	36.00	
Apr 1, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding general ledger from defendant	GL 4001		0.10	360.00	36.00	
Apr 12, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding production of bank records and need for extension of time to respond to discovery requests	GL 4001		0.20	360.00	72.00	
Apr 12, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding case status	GL 4001		0.10	360.00	36.00	
Apr 15, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding bank statements and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001		0.10	360.00	36.00	
Apr 15, 2022	MSZ	review Research Park bank statements and prepare notes thereon	GL 4001		0.40	360.00	144.00	
Apr 15, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding fee invoice and review same	GL 4001		0.10	360.00	36.00	
Apr 15, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	420.00	42.00	
Apr 18, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding payment of Research Park invoice	GL 4001		0.10	360.00	36.00	
					2.2 hours		804	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Apr 18, 2022	MSZ	compare defendant bank statements to prior records from defendant and defendant's budget and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.60	360.00	216.00	
Apr 18, 2022	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Apr 18, 2022	MSZ	receive and review electronic mail message and calculations from Donald Crossley, CFO at Poly-Med, Inc., electronic mail messages to and from Don regarding same and electronic mail message to Attorney Bill Coates regarding request for additional information	GL 4001		0.40	360.00	144.00	
Apr 18, 2022	MSZ	research for reply in support of motion for reconsideration	GL 4001		0.60	360.00	216.00	
Apr 19, 2022	MSZ	receive and review electronic mail message and draft letter to opposing counsel from Attorney Bill Coates, revise letter and electronic mail message to Bill regarding same	GL 4001		0.10	360.00	36.00	
Apr 20, 2022	MSZ	review document production requests and interrogatories, review file documents and electronic mail message to client regarding same	GL 4001		1.00	360.00	360.00	
Apr 20, 2022	MSZ	electronic mail message to Attorney Paul Peter Nicolai regarding correspondence for possible production in discovery	GL 4001		0.10	360.00	36.00	
Apr 22, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	420.00	42.00	
May 3, 2022	MSZ	review file and draft responses to interrogatories and document production requests	GL 4001		0.20	360.00	72.00	
May 3, 2022	MSZ	review file and electronic mail message to Attorney Bill Coates regarding discovery and ADR filing with court	GL 4001		0.40	360.00	144.00	
May 3, 2022	EAN	Draft document production request responses and interrogatory responses	GL 4001		1.10	115.00	126.50	
May 4, 2022	MSZ	review file and work on responses to document production request and interrogatories	GL 4001		1.10	360.00	396.00	
May 9, 2022	MSZ	receive and review invoice from Bill Coates, review file regarding Tom Vanderbloeman, electronic mail message to and from Bill and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same, worked .2 hours, bill for .1 hour - no charge to client	GL 4001					
May 9, 2022	MSZ	continue work on responses to document production request and answers to interrogatories and review file and compile documents for production	GL 4001		1.70	360.00	612.00	
May 9, 2022	MSZ	receive and review electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. with documents for production	GL 4001		0.70	360.00	252.00	
					8.2 hours		2652.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
May 9, 2022	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. and electronic mail message to Jeff Ellis regarding document production	GL 4001		0.20	360.00	72.00	
May 9, 2022	MSZ	receive and review invoice from Bill Coates, review file regarding Tom Vanderbloeman, electronic mail message to and from Bill and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same, worked .2 hours, bill for .1 hour	GL 4001		0.10	360.00	36.00	
May 10, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding document production	GL 4001		0.10	360.00	36.00	
May 10, 2022	MSZ	review documents from Jeff Ellis for possible production	GL 4001		0.90	360.00	324.00	
May 10, 2022	MSZ	telephone call to Attorney Bill Coates regarding status of communication with opposing counsel, status of discovery and possible subpoena to bank and memorandum to file regarding same	GL 4001		0.30	360.00	108.00	
May 11, 2022	MSZ	continue compiling documents for production and work on responses to document production requests and interrogatories	GL 4001		0.50	360.00	180.00	
May 13, 2022	MSZ	continue work on responses to document production request and interrogatories	GL 4001		1.20	360.00	432.00	
May 13, 2022	MSZ	review file and electronic mail message to Jeff Ellis regarding documents for production	GL 4001		0.20	360.00	72.00	
May 13, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding documents for production	GL 4001		0.10	360.00	36.00	
May 15, 2022	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding document production	GL 4001		0.10	360.00	36.00	
May 16, 2022	MSZ	receive and review electronic mail message and additional documents for production from Jeff Ellis and electronic mail message to Jeff regarding same	GL 4001		0.20	360.00	72.00	
May 16, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of discovery, subpoena to defendant back and motion to compel	GL 4001		0.10	360.00	36.00	
May 16, 2022	MSZ	review defendants' responses to document production request for motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.20	360.00	72.00	
May 16, 2022	MSZ	research, review file and draft subpoenas to Southern First and County Banks	GL 4001		0.50	360.00	180.00	
May 16, 2022	MSZ	electronic mail message to Jeff Ellis regarding document production	GL 4001		0.10	360.00	36.00	
May 16, 2022	MSZ	continue work on responses to document production requests and answers to interrogatories	GL 4001		3.60	360.00	1,296.00	
May 17, 2022	MSZ	electronic mail messages from and to Jeff Ellis regarding document production	GL 4001		0.20	360.00	72.00	
May 17, 2022	MSZ	receive and review Research Park mortgage	GL 4001		0.10	360.00	36.00	
May 17, 2022	MSZ	finalize exhibit As to subpoenas and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	360.00	36.00	
					8.8 hours		3168	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
May 17, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion to compel and review defendant responses regarding same	GL 4001		0.20	360.00	72.00	
May 17, 2022	MSZ	review and revise letter to opposing counsel regarding motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.20	360.00	72.00	
May 18, 2022	MSZ	receive and review final subpoenas to be served on banks	GL 4001		0.10	360.00	36.00	
May 18, 2022	MSZ	continue review of documents for production and work on discovery responses	GL 4001		0.50	360.00	180.00	
May 18, 2022	PPN	Review of documents at special 200.00 hourly rate; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		1.80	200.00	360.00	
May 18, 2022	EAN	Finalize Plaintiffs' Response to Document Production Requests and Response to Interrogatories	GL 4001		0.70	115.00	80.50	
May 19, 2022	MSZ	continue work on discovery responses and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.30	360.00	108.00	
May 19, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding discovery responses	GL 4001		0.40	360.00	144.00	
May 20, 2022	MSZ	review and compile documents for production special 200.00 hourly rate	GL 4001		1.30	200.00	260.00	
May 23, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding answers to interrogatories	GL 4001		0.10	360.00	36.00	
May 23, 2022	MSZ	continue work on response to document production request, prepare production and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.30	360.00	108.00	
May 25, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding subpoena to Countybank	GL 4001		0.10	360.00	36.00	
May 25, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding answers to interrogatories, review file and revise answers and electronic mail message to Bill regarding same	GL 4001		0.20	360.00	72.00	
May 25, 2022	MSZ	electronic mail message from and telephone call to Attorney Bill Coates regarding further revisions to answers to interrogatories and motion to compel, revise answers and electronic mail message to Bill regarding revised draft	GL 4001		0.20	360.00	72.00	
May 25, 2022	MSZ	receive and review electronic mail message and letter from Attorney Bill Coats to opposing counsel regarding responses to discovery requests and motion to compel and electronic mail message to Bill on motion	GL 4001		0.10	360.00	36.00	
May 26, 2022	MSZ	receive and review documents produced by Countybank in response to subpoena	GL 4001		0.20	360.00	72.00	
Jun 1, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding document production and motion to compel, prepare supplemental production and electronic mail messages to and from Bill regarding same	GL 4001		0.20	360.00	72.00	
					6.9 hours		1816.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jun 3, 2022	MSZ	receive and review electronic mail messages from Attorney Bill Coates and documents produced by Southern First Bank in response to subpoena and supplemental production by defendant	GL 4001		0.30	360.00	108.00	
Jun 3, 2022	MSZ	telephone call to Attorney Bill Coates regarding supplemental production	GL 4001		0.30	360.00	108.00	
Jun 6, 2022	CEN	Work on electronic mail messages from and to Attorney Marwan S. Zubi regarding settlement statement and payment questions	GL 4001		0.20	295.00	59.00	
Jun 6, 2022	MSZ	review Research Park closing documents relative to payment from escrow and electronic mail message to Attorney Caroline E. Nicolai regarding Research Park acquisition settlement statement	GL 4001		0.20	360.00	72.00	
Jun 6, 2022	MSZ	review file regarding payment of mortgage from maintenance fees	GL 4001		0.20	360.00	72.00	
Jun 6, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding Research Park deposit, admission and withdrawals for claimed expenses	GL 4001		0.20	360.00	72.00	
Jun 6, 2022	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding Wagner reimbursement for mortgage payments	GL 4001		0.10	360.00	36.00	
Jun 7, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding delivery of documents for production	GL 4001		0.10	360.00	36.00	
Jun 9, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding covenant terms and defendant's potential liability	GL 4001		0.20	360.00	72.00	
Jun 9, 2022	MSZ	telephone call from Attorney Bill Coates regarding information obtained from opposing counsel on bank records and motion to compel and memorandum to file regarding reimbursement for mortgage payments	GL 4001		0.20	360.00	72.00	
Jun 10, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding draft motion to compel	GL 4001		0.10	360.00	36.00	
Jun 10, 2022	MSZ	review file, review and revise draft motion to compel and electronic mail message to Attorney Bill Coates regarding same	GL 4001		1.20	360.00	432.00	
Jun 10, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion to compel	GL 4001		0.10	360.00	36.00	
Jun 10, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding further revision to motion to compel, review and revise same and electronic mail message to Bill	GL 4001		0.30	360.00	108.00	
Jun 14, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates and filed motion to compel and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	360.00	72.00	
Jun 16, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding case status and strategy	GL 4001		0.10	360.00	36.00	
Jun 22, 2022	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
					4 hours		1427	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jul 14, 2022	MSZ	telephone call from Attorney Bill Coates regarding defendant's desire to mediate	GL 4001		0.10	390.00	39.00	
Jul 14, 2022	MSZ	review file regarding subjects of motion to compel and electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding possible mediation and electronic mail messages to and from Attorney Bill Coates regarding same	GL 4001		0.90	390.00	351.00	
Jul 14, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi and to David Shalaby, President at Poly-Med, Inc. on direction	GL 4001		0.20	435.00	87.00	
Jul 18, 2022	MSZ	research law for position statement	GL 4001		1.00	390.00	390.00	
Aug 17, 2022	MSZ	receive and review invoice from Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Aug 31, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding defendant's supplemental answer to interrogatory no. 7 and hearing on motion to compel	GL 4001		0.10	390.00	39.00	
Sep 1, 2022	MSZ	receive and review electronic mail messages between Attorney Bill Coates and opposing counsel regarding letter from other owner	GL 4001		0.10	390.00	39.00	
Sep 1, 2022	MSZ	telephone call from Attorney Bill Coates regarding hearing on motion to compel and possible mediation and memorandum to file regarding same	GL 4001		0.40	390.00	156.00	
Sep 15, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding status of the matter	GL 4001		0.10	390.00	39.00	
Sep 28, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of supplemental discovery responses and court order on motion to compel	GL 4001		0.10	390.00	39.00	
Oct 3, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding defendant's supplemental discovery responses	GL 4001		0.10	390.00	39.00	
Oct 5, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding subpoena to park owner	GL 4001		0.10	390.00	39.00	
Oct 5, 2022	MSZ	receive and review subpoena to Engineered Plastics Components and defendant's supplemental production and answers to interrogatories and compare to motion to compel and documents previously produced	GL 4001		1.50	390.00	585.00	
Oct 6, 2022	MSZ	review defendant's claimed deficiencies in plaintiffs' discovery response, review file and prepare reply to opposing counsel	GL 4001		1.60	390.00	624.00	
Oct 6, 2022	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding subpoena to other park owner	GL 4001		0.10	390.00	39.00	
Oct 7, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding specific requests to be discussed with opposing counsel	GL 4001		0.10	390.00	39.00	
					6.6 hours		2544	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 7, 2022	MSZ	telephone conversation with Attorney Bill Coates regarding strategy regarding supplemental production of documents and information	GL 4001		0.40	390.00	156.00	
Oct 10, 2022	MSZ	receive and review electronic mail message and draft letter to opposing counsel regarding supplemental production from Attorney Bill Coates, revise letter and electronic mail message to Bill regarding same	GL 4001		0.20	390.00	78.00	
Oct 10, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. - left message for return call - no charge to client	GL 4001		0.10			
Oct 11, 2022	MSZ	review documents produced by defendant and calculate damages	GL 4001		0.70	390.00	273.00	
Oct 11, 2022	MSZ	research law, continue review of file and work on draft email to opposing counsel regarding demand for supplemental responses to discovery requests	GL 4001		1.50	390.00	585.00	
Oct 12, 2022	MSZ	electronic mail message from Sam Hoffman regarding PMI maintenance fee payments	GL 4001		0.10	390.00	39.00	
Oct 12, 2022	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy	GL 4001		0.10	390.00	39.00	
Oct 12, 2022	MSZ	continue review of documents produced by defendant and damages calculation for supplemental response to discovery requests and possible mediation	GL 4001		4.10	390.00	1,599.00	
Oct 12, 2022	MSZ	electronic mail messages to and from Donald Crossley, CFO at Poly-Med, Inc. regarding request for information on park and payments	GL 4001		0.10	390.00	39.00	
Oct 13, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy and review file regarding same	GL 4001		0.10	390.00	39.00	
Oct 14, 2022	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park occupancy	GL 4001		0.10	390.00	39.00	
Oct 14, 2022	MSZ	receive and review electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding park acreage and occupation and review public records regarding same	GL 4001		0.40	390.00	156.00	
Oct 14, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. to schedule call - no charge to client	GL 4001		0.10			
[redacted]								
Oct 18, 2022	MSZ	review file and revise response to request for supplemental discovery and prepare for telephone call with Attorney Bill Coates	GL 4001		0.40	390.00	156.00	
Oct 18, 2022	MSZ	review file and prepare for call with David Shalaby, President at Poly-Med, Inc.	GL 4001		0.20	390.00	78.00	
Oct 18, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding case status, possible mediation and strategy and memorandum to file regarding same	GL 4001		0.90	390.00	351.00	
					9.5 hours		3627	

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[redacted]							
Oct 19, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding status of document production and objection to production of tax returns	GL 4001	0.10	390.00	39.00	
Oct 19, 2022	PPN	Work on telephone call to Crocker; - left message for return call; receive and respond to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Oct 21, 2022	MSZ	telephone call from Attorney Bill Coates regarding mediation and supplement to discovery responses	GL 4001	0.30	390.00	117.00	
Oct 21, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation, supplemental production and communication with Clemson	GL 4001	0.20	390.00	78.00	
Oct 21, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding mediation and strategy to try to obtain outstanding documents	GL 4001	0.20	390.00	78.00	
Oct 21, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50	
Oct 24, 2022	MSZ	review file and continue work on supplemental responses to discovery requests and compile additional documents for production	GL 4001	3.20	390.00	1,248.00	
[redacted]							
Oct 24, 2022	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on discovery	GL 4001	0.10	435.00	43.50	
Oct 24, 2022	CEN	receive and respond to electronic mail message from Attorney Marwan S. Zubi regarding discovery request issue	GL 4001	0.10	330.00	33.00	
Oct 25, 2022	MSZ	continue work on damages and on supplemental responses to discovery requests	GL 4001	0.80	390.00	312.00	
Oct 25, 2022	MSZ	electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding information for supplemental responses to document production request and interrogatories	GL 4001	0.10	390.00	39.00	
Oct 26, 2022	MSZ	continue work on supplemental responses to document production requests and interrogatories	GL 4001	1.20	390.00	468.00	
Oct 26, 2022	MSZ	telephone call from Donald Crossley, CFO at Poly-Med, Inc. regarding information for supplemental responses to discovery requests	GL 4001	0.60	390.00	234.00	
Oct 27, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding supplemental answers to interrogatories	GL 4001	0.10	390.00	39.00	
Oct 27, 2022	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding supplemental discovery responses	GL 4001	0.10	390.00	39.00	
				73. hours		2854.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 27, 2022	MSZ	electronic mail message to Attorney Clark Anderson regarding documents for responses to document production requests	GL 4001		0.30	390.00	117.00	
Oct 27, 2022	MSZ	telephone conversation with Attorney Caroline E. Nicolai regarding PMI Properties transfer	GL 4001		0.10	390.00	39.00	
Oct 27, 2022	CEN	review electronic mail message from Attorney Marwan S. Zubi regarding discovery issue, review file and materials and telephone call to Attorney Marwan S. Zubi regarding discovery issues	GL 4001		0.50	330.00	165.00	
Oct 28, 2022	MSZ	continue work on supplemental responses to discovery requests	GL 4001		0.20	390.00	78.00	
Oct 28, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding status of supplemental responses to discovery requests	GL 4001		0.10	390.00	39.00	
Oct 31, 2022	MSZ	receive and review electronic mail message and documents from Clark Anderson regarding property transfers, review file and update documents for production	GL 4001		0.30	390.00	117.00	
Oct 31, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding supplemental responses to interrogatories	GL 4001		0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail message to Dr. Joanne Shalaby, Corporate Secretary, Poly-Med. Inc. regarding documents pertaining to land transfers	GL 4001		0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc.regarding approval of supplemental answers to interrogatories	GL 4001		0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding scope of supplemental production	GL 4001		0.10	390.00	39.00	
Oct 31, 2022	MSZ	electronic mail messages from and to Attorney Bill Coates regarding supplemental responses to document production request and interrogatories, compile supplemental documents for production, review file regarding prior productions and electronic mail message to Bill regarding same	GL 4001		0.80	390.00	312.00	
Oct 31, 2022	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding supplemental responses	GL 4001		0.10	390.00	39.00	
Nov 1, 2022	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding case status and strategy	GL 4001		0.20	390.00	78.00	
[redacted]								
Nov 1, 2022	MSZ	review file and electronic mail message to Attorney Paul Peter Nicolai regarding damages calculation	GL 4001		0.10	390.00	39.00	
Nov 1, 2022	MSZ	second telephone call from Attorney Paul Peter Nicolai on Clemson conversation	GL 4001		0.10	390.00	39.00	
Nov 1, 2022	PPN	Work on receive and review damages document; telephone call to Clemson; telephone call to Attorney Marwan S. Zubi	GL 4001		0.30	435.00	130.50	
					3.5 hours		1348.50	

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[redacted]

Nov 8, 2022	MSZ	review file regarding owners in dispute with defendant and their counsel	GL 4001	0.30	390.00	117.00

[redacted]

Nov 12, 2022	PPN	Work on dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 15, 2022	MSZ	electronic mail messages to and from Attorney Bill Coates regarding mediation	GL 4001	0.10	390.00	39.00
Nov 15, 2022	PPN	Dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 15, 2022	PPN	Work on receive and respond to electronic mail message form Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50

[redacted]

Nov 17, 2022	PPN	Work on receive and review electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001	0.10	435.00	43.50
Nov 28, 2022	MSZ	electronic mail message to Attorney Bill Coates regarding status	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	review mediator availability	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding status of communication with opposing counsel	GL 4001	0.10	390.00	39.00
Nov 28, 2022	MSZ	receive and review electronic mail message from opposing counsel regarding discovery supplementation and mediation	GL 4001	0.10	390.00	39.00
Nov 29, 2022	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001	0.10	390.00	39.00
Nov 29, 2022	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding availability for mediation, review mediator calendar and electronic mail message to Attorney Bill Coates regarding availability	GL 4001	0.20	390.00	78.00
Nov 30, 2022	MSZ	electronic mail message from Attorney Bill Coates regarding mediation and electronic mail message to opposing counsel regarding same	GL 4001	0.10	390.00	39.00
Dec 1, 2022	MSZ	electronic mail messages to opposing counsel regarding need for confirmation on mediation	GL 4001	0.10	390.00	39.00
Dec 2, 2022	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001	0.10	390.00	39.00
				1.5 hours		603

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Dec 2, 2022	MSZ	electronic mail message from opposing counsel regarding supplemental production, review file and electronic mail message to opposing counsel regarding same and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.30	390.00	117.00	
Dec 2, 2022	MSZ	electronic mail messages from mediator, draft notice of parties and counsel and electronic mail message to mediator regarding same	GL 4001		0.30	390.00	117.00	
Dec 2, 2022	MSZ	electronic mail message to mediator and electronic mail messages to and from opposing and local counsel regarding mediation and settlement demands and offer	GL 4001		0.20	390.00	78.00	
Jan 7, 2023	MSZ	receive and review income tax return schedule	GL 4001		0.10	390.00	39.00	
Jan 13, 2023	MSZ	review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Jan 19, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on mediation	GL 4001		0.10	435.00	43.50	
Jan 19, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on mediation	GL 4001		0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail message from mediator and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding preparation for mediation	GL 4001		0.10	390.00	39.00	
Jan 20, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding mediation and review mediation agreement	GL 4001		0.10	390.00	39.00	
Jan 23, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding mediation	GL 4001		0.20	390.00	78.00	
Jan 24, 2023	MSZ	telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates regarding mediation	GL 4001		0.60	390.00	234.00	
Jan 24, 2023	MSZ	electronic mail message to mediator regarding mediation	GL 4001		0.10	390.00	39.00	
Jan 24, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding mediation agreement and electronic mail message to mediator	GL 4001		0.10	390.00	39.00	
Jan 24, 2023	MSZ	electronic mail message from opposing counsel regarding mediation and electronic mail message to opposing counsel regarding same	GL 4001		0.10	390.00	39.00	
Jan 24, 2023	MSZ	various electronic mail messages with client, opposing counsel and mediator regarding mediation	GL 4001		0.30	390.00	117.00	
Jan 25, 2023	MSZ	review file and draft mediation memorandum	GL 4001		1.80	390.00	702.00	
Jan 25, 2023	MSZ	electronic mail message from and to client regarding maintenance fees paid	GL 4001		0.10	390.00	39.00	
Jan 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding possible transfer to association	GL 4001		0.20	390.00	78.00	
					5 hours		1915.50	

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Jan 25, 2023	MSZ	electronic mail message from and telephone call to Attorney Bill Coates regarding mediation memorandum	GL 4001		0.20	390.00	78.00	
Jan 25, 2023	EAN	Finalize Plaintiffs' Confidential Mediation Memorandum	GL 4001		0.30	115.00	34.50	
Jan 26, 2023	MSZ	revise mediation memorandum and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Jan 26, 2023	MSZ	receive and review Attorney Bill Coates comments on mediation memorandum and electronic mail message to bill regarding same	GL 4001		0.10	390.00	39.00	
Jan 27, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding mediation	GL 4001		0.10	390.00	39.00	
Jan 27, 2023	MSZ	telephone call from Attorney Bill Coates regarding mediation strategy	GL 4001		0.30	390.00	117.00	
Jan 27, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to mediator regarding submission and review final submission	GL 4001		0.10	390.00	39.00	
Jan 30, 2023	MSZ	review electronic mail message from Attorney Bill Coates to mediator and electronic mail message to Bill regarding same	GL 4001		0.10	390.00	39.00	
Jan 31, 2023	MSZ	review file, prepare for mediation and telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates	GL 4001		0.60	390.00	234.00	
Jan 31, 2023	MSZ	attend mediation via Zoom and conferences with David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates	GL 4001		6.00	390.00	2,340.00	
Jan 31, 2023	MSZ	telephone calls from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001		0.20	390.00	78.00	
Feb 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations and strategy	GL 4001		0.30	390.00	117.00	
Feb 2, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on strategy	GL 4001		0.10	435.00	43.50	
Feb 2, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy	GL 4001		0.10	390.00	39.00	
Feb 4, 2023	MSZ	electronic mail messages to opposing counsel and Attorney Bill Coates regarding exploring settlement	GL 4001		0.10	390.00	39.00	
Feb 7, 2023	MSZ	telephone call to Attorney Bill Coates regarding trial call and options	GL 4001		0.30	390.00	117.00	
Feb 8, 2023	MSZ	telephones call to David Shalaby, President at Poly-Med, Inc. regarding trial call and settlement strategy	GL 4001		0.20	390.00	78.00	
Feb 8, 2023	MSZ	telephone conference call with opposing counsel and Attorney Bill Coates regarding settlement	GL 4001		0.50	390.00	195.00	
Feb 8, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy	GL 4001		0.10	390.00	39.00	
					9.8 hours		3744	

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Feb 9, 2023	MSZ	electronic mail message from opposing counsel regarding settlement and electronic mail message to and from David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	390.00	78.00	
Feb 10, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding withdrawal of settlement offer and electronic mail message to opposing counsel regarding same	GL 4001		0.10	390.00	39.00	
Feb 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement	GL 4001		0.40	390.00	156.00	
Feb 10, 2023	MSZ	telephone call from Attorney Bill Coates regarding options going forward	GL 4001		0.10	390.00	39.00	
Feb 10, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.20	435.00	87.00	
Feb 10, 2023	PPN	Dictate electronic mail message to Attorney Marwan S. Zubi on strategy	GL 4001		0.20	435.00	87.00	
Feb 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001		0.10	390.00	39.00	
Feb 13, 2023	PPN	Work on receive and review electronic mail messages from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Feb 14, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates regarding moving case to non-jury list	GL 4001		0.10	390.00	39.00	
Feb 15, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding waiver of jury trial	GL 4001		0.10	390.00	39.00	
Feb 15, 2023	MSZ	review electronic mail messages among David Shalaby, President at Poly-Med, Inc., Attorney Paul Peter Nicolai and Attorney Bill Coates regarding waiver of jury and summary judgment motion	GL 4001		0.10	390.00	39.00	
Feb 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai, review file regarding owner percentages and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001		0.20	390.00	78.00	
Feb 15, 2023	PPN	Telephone call from Atty Coates	GL 4001		0.60	435.00	261.00	
Feb 15, 2023	PPN	Work on receive and review electronic mail messages; telephone call to Coates - left message for return call; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001		0.20	435.00	87.00	
Feb 15, 2023	PPN	Work on telephone call to David Shalaby, President at Poly-Med, Inc.; dictate electronic mail message to Coates and Attorney Marwan S. Zubi	GL 4001		0.40	435.00	174.00	
Feb 15, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc. - no charge to client	GL 4001		0.10			
					3.2 hours		1285.50	

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Feb 16, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Mar 2, 2023	PPN	Work on review and revise summary judgement papers; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		1.10	435.00	478.50	
Mar 2, 2023	MSZ	review and revise motion for summary judgment	GL 4001		0.10	390.00	39.00	
Mar 2, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding motion for summary judgment	GL 4001		0.10	390.00	39.00	
Mar 3, 2023	MSZ	review further revisions to motion for summary judgment and electronic mail message to Attorney Bill Coates' office regarding same	GL 4001		0.10	390.00	39.00	
Mar 3, 2023	MSZ	continue revisions to motion for summary judgment and supporting memo and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.70	390.00	273.00	
Mar 3, 2023	PPN	Work on receive and review brief	GL 4001		0.10	435.00	43.50	
Mar 6, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy and admission to SC court	GL 4001		0.20	390.00	78.00	
Mar 6, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding admission pro hac vice	GL 4001		0.10	390.00	39.00	
Mar 6, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
Mar 7, 2023	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding deposition	GL 4001		0.10	390.00	39.00	
Mar 8, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001		0.10	390.00	39.00	
Mar 10, 2023	MSZ	review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Mar 10, 2023	MSZ	receive and review filed motion for summary judgment and supporting documents	GL 4001		0.10	390.00	39.00	
Mar 14, 2023	MSZ	telephone conference call with Attorney Bill Coates regarding hearing on motion and cross-motion for summary judgment	GL 4001		0.30	390.00	117.00	
Mar 15, 2023	MSZ	revise application for admission pro hac vice and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.20	390.00	78.00	
Mar 21, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding town hall	GL 4001		0.10	390.00	39.00	
Mar 21, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding town hall at Clemson, review file and electronic mail messages to	GL 4001		0.20	390.00	78.00	
					3.9 hours		1545	

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
[redacted]							
Mar 27, 2023	MSZ	review defendants' motion to continue hearing on motion for summary judgment and motion to remove case from jury roster	GL 4001	0.10	390.00	39.00	
Mar 28, 2023	MSZ	review invoices from Roe Cassidy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001	0.10			
Mar 29, 2023	MSZ	receive and review electronic mail messages and court orders from Attorney Bill Coates and electronic mail messages to and from Bill regarding same	GL 4001	0.20	390.00	78.00	
Apr 4, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding application for admission and electronic mail message to Elizabeth A. Nicolai regarding same	GL 4001	0.10	390.00	39.00	
Apr 6, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001	0.10	390.00	39.00	
				.6 hours		195	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Apr 13, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding continuance of hearing and status of request for admission	GL 4001		0.10	390.00	39.00	
Apr 13, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding status of admission to SC court and status of hearing on motion for summary judgment	GL 4001		0.10	390.00	39.00	
Apr 14, 2023	MSZ	receive and review Roe Cassidy invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Apr 19, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on payment	GL 4001		0.10	435.00	43.50	
Apr 19, 2023	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc. and maintenance fee invoice, electronic mail message to Dave regarding proposed letter to defendant and update damages calculation	GL 4001		0.40	390.00	156.00	
Apr 21, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding pro hac vice admission	GL 4001		0.10	390.00	39.00	
Apr 24, 2023	MSZ	receive and review filed motion for admission pro hac vice and proposed order	GL 4001		0.10	390.00	39.00	
Apr 24, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001		0.10	390.00	39.00	
Apr 25, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and order granting admission pro hac vice	GL 4001		0.10	390.00	39.00	
Apr 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding likelihood of hearing	GL 4001		0.10	390.00	39.00	
May 8, 2023	EAN	Finalize Consent Motion for Status Conference	GL 4001		0.20	115.00	23.00	
May 10, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding hearing on motion for summary judgment	GL 4001		0.10	390.00	39.00	
May 12, 2023	MSZ	telephone call from Attorney Bill Coates regarding opposition to motion for summary judgment and cross motion and hearing on motions	GL 4001		0.10	390.00	39.00	
May 12, 2023	MSZ	electronic mail message from court regarding notice of hearing and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
May 15, 2023	MSZ	receive and review defendant's opposition to motion for summary judgment and cross-motion for summary judgment and review file regarding same	GL 4001		0.50	390.00	195.00	
May 15, 2023	MSZ	receive and review electronic mail messages between Attorney Bill Coates and opposing counsel regarding motion to continue hearing	GL 4001		0.10	390.00	39.00	
May 15, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion to continue hearing	GL 4001		0.10	390.00	39.00	
May 16, 2023	MSZ	telephone conversation with Bill Coates regarding summary judgment strategy	GL 4001		0.20	390.00	78.00	
					2.7 hours		963.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
May 17, 2023	MSZ	receive and review notice of hearing on motion for summary judgment and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
May 17, 2023	MSZ	receive and review motion to continue hearing and court order	GL 4001		0.10	390.00	39.00	
May 17, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding order on continuance of hearing	GL 4001		0.10	390.00	39.00	
May 18, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding motions for summary judgment and hearing	GL 4001		0.20	390.00	78.00	
May 22, 2023	MSZ	review file and work on motion for summary judgment on counterclaims	GL 4001		0.40	390.00	156.00	
May 23, 2023	MSZ	review file and continue work on motion for summary judgment on counterclaims	GL 4001		2.90	390.00	1,131.00	
May 24, 2023	MSZ	electronic mail message from Attorney William Coates regarding affidavit in support of motion	GL 4001		0.10	390.00	39.00	
May 24, 2023	MSZ	continue research and work on motion for summary judgment and supporting affidavits	GL 4001		1.90	390.00	741.00	
May 24, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft motion for summary judgment and affidavits	GL 4001		0.10	390.00	39.00	
May 24, 2023	EAN	Finalize Plaintiffs' Motion for SJ on Counterclaims, Affidavit of David Shalaby and Affidavit of Jeffrey Ellis	GL 4001		0.40	115.00	46.00	
May 25, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding improvements	GL 4001		0.10	390.00	39.00	
May 25, 2023	MSZ	electronic mail message to Jeff Ellis regarding improvements to properties	GL 4001		0.10	390.00	39.00	
May 25, 2023	MSZ	review file and research for motion for summary judgment	GL 4001		1.10	390.00	429.00	
May 28, 2023	MSZ	continue work on motion for summary judgment on counterclaims	GL 4001		0.20	390.00	78.00	
May 30, 2023	MSZ	telephone call from Attorney Bill Coates regarding motion for summary judgment on counterclaims	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	electronic mail messages from and to Jeff Ellis regarding 2014 improvements	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding motion for summary judgment and hearing on motion	GL 4001		0.30	390.00	117.00	
May 30, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding property improvements	GL 4001		0.10	390.00	39.00	
May 30, 2023	MSZ	revise affidavit of David Shalaby, President at Poly-Med, Inc. and electronic mail message to Dave and Jeff regarding execution of affidavits	GL 4001		0.30	390.00	117.00	
May 30, 2023	MSZ	electronic mail message to Jeff Ellis and David Shalaby, President at Poly-Med, Inc. regarding information for motion for summary judgment	GL 4001		0.10	390.00	39.00	
					8.8 hours		3322	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
May 31, 2023	MSZ	telephone call from Attorney Bill Coates regarding revisions to motion	GL 4001		0.10	390.00	39.00	
May 31, 2023	MSZ	revise motion for summary judgment per information from client	GL 4001		0.50	390.00	195.00	
May 31, 2023	MSZ	research law and draft opposition to defendants' motion for summary judgment	GL 4001		0.10	390.00	39.00	
May 31, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion and affidavits for filing	GL 4001		0.10	390.00	39.00	
May 31, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding affidavits and hearing on motions for summary judgment	GL 4001		0.10	390.00	39.00	
Jun 1, 2023	MSZ	research law and work on opposition to motion for summary judgment	GL 4001		2.90	390.00	1,131.00	
Jun 2, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding motion for summary judgment on counterclaims	GL 4001		0.10	390.00	39.00	
Jun 2, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to cross-motion for summary judgment	GL 4001		0.10	390.00	39.00	
Jun 2, 2023	MSZ	telephone call from Attorney Bill Coates regarding proposed revision to opposition	GL 4001		0.10	390.00	39.00	
Jun 2, 2023	MSZ	continue research and work on opposition to cross-motion for summary judgment	GL 4001		2.60	390.00	1,014.00	
Jun 2, 2023	MSZ	receive and review filed copy of opposition	GL 4001		0.10	390.00	39.00	
Jun 2, 2023	EAN	Finalize Plaintiffs' Memorandum in Opposition to Cross-Motion for Summary Judgment	GL 4001		0.30	115.00	34.50	
Jun 5, 2023	EAN	Finalize Plaintiff's Repy Brief for Motion for Status Conference	GL 4001		0.10	115.00	11.50	
Jun 6, 2023	MSZ	receive and review defendant's motion to compel and review file regarding same	GL 4001		0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion to compel and opposition	GL 4001		0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. motion to compel, opposition and affidavit	GL 4001		0.20	390.00	78.00	
Jun 6, 2023	MSZ	research law, draft motion to compel and draft affidavit in support of motion	GL 4001		3.30	390.00	1,287.00	
Jun 6, 2023	MSZ	electronic mail message from Sheila Dela Cruz regarding information for opposition to motion to compel	GL 4001		0.10	390.00	39.00	
Jun 6, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft affidavit	GL 4001		0.10	390.00	39.00	
Jun 6, 2023	EAN	Finalize Affidavit of David Shalaby	GL 4001		0.20	115.00	23.00	
Jun 7, 2023	MSZ	continue work on opposition to motion to compel	GL 4001		0.50	390.00	195.00	
					11.8 hours		4437	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jun 7, 2023	MSZ	electronic mail messages from and to Mark Smith regarding hearing on motions for summary judgment and motion to compel	GL 4001		0.10	390.00	39.00	
Jun 7, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion to compel	GL 4001		0.10	390.00	39.00	
Jun 7, 2023	MSZ	receive and review court notices of hearing on motion for summary judgment and motion to compel	GL 4001		0.10	390.00	39.00	
Jun 7, 2023	EAN	Finalize Plaintiffs' Opp. Motion to Compel	GL 4001		0.40	115.00	46.00	
Jun 8, 2023	MSZ	receive and review electronic mail message from Samatha Hoffman and letter and check to Research Park	GL 4001		0.10	390.00	39.00	
Jun 8, 2023	MSZ	receive and review filed copies of opposition to motion to compel and affidavit	GL 4001		0.10	390.00	39.00	
Jun 8, 2023	MSZ	electronic mail message to and from Attorney Bill Coates regarding hearing on motions for summary judgment	GL 4001		0.10	390.00	39.00	
Jun 8, 2023	MSZ	review file and prepare for hearing on motions for summary judgment	GL 4001		0.40	390.00	156.00	
Jun 8, 2023	PPN	Work on receive and review electronic mail message from Hoffman - no charge to client	GL 4001		0.10			
Jun 12, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding hearing on motions for summary judgment	GL 4001		0.10	390.00	39.00	
Jun 13, 2023	MSZ	review file and prepare for hearings on motions for summary judgment	GL 4001		2.70	390.00	1,053.00	
Jun 14, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to judge regarding motions to be heard and electronic mail messages to and from Bill regarding corrections to be made	GL 4001		0.30	390.00	117.00	
Jun 14, 2023	MSZ	continue preparations for hearing on motions for summary judgment	GL 4001		0.40	390.00	156.00	
Jun 15, 2023	MSZ	travel to and from hearing on motions for summary judgment, worked 7.6 hours, bill for 3.8 hours	GL 4001		3.80	390.00	1,482.00	
Jun 15, 2023	MSZ	telephone call from Attorney Bill Coates regarding accounting	GL 4001		0.10	390.00	39.00	
Jun 15, 2023	MSZ	travel to and from hearing on motions for summary judgment, worked 7.6 hours, bill for 3.8 hours - no charge to client	GL 4001		3.80			
Jun 15, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding hearing on motions for summary judgment	GL 4001		0.30	390.00	117.00	
Jun 15, 2023	MSZ	attend hearing on motion for summary judgment and waiting time	GL 4001		2.20	390.00	858.00	
Jun 15, 2023	MSZ	telephone call to Attorney Paul Peter Nicolai regarding hearing on motions for summary judgment and possible purchase of park by PMI	GL 4001		0.10	390.00	39.00	
					15.3		4336	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jun 15, 2023	PPN	Work on telephone call from Attorney Marwan S. Zubi on update; dictate electronic mail message to Clemson	GL 4001		0.30	435.00	130.50	
Jun 16, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding interrogatory to be answered	GL 4001		0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from and to Brian Johnson and David Shalaby, President at Poly-Med, Inc. regarding accountants	GL 4001		0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding accountant and accounting to be done	GL 4001		0.20	390.00	78.00	
Jun 16, 2023	MSZ	electronic mail messages from Attorney Bill Coates and opposing counsel regarding accountant for accounting	GL 4001		0.10	390.00	39.00	
Jun 16, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding accounting firm and electronic mail message to opposing counsel regarding same	GL 4001		0.10	390.00	39.00	
Jun 16, 2023	MSZ	electronic mail messages from Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding accountants	GL 4001		0.10	390.00	39.00	
Jun 19, 2023	MSZ	receive and review employee list and electronic mail message from Sheila Dela Cruz and electronic mail message to Sheila regarding same	GL 4001		0.20	390.00	78.00	
Jun 19, 2023	MSZ	electronic mail messages from and to opposing counsel and David Shalaby, President at Poly-Med, Inc. regarding accountant	GL 4001		0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding contacting new accountant to do accounting, review electronic mail message from Bill to new accountant and electronic mail message from Bill regarding same	GL 4001		0.20	390.00	78.00	
Jun 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding selection of accountant	GL 4001		0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail message to Peter Tiffany regarding accounting	GL 4001		0.10	390.00	39.00	
Jun 19, 2023	MSZ	electronic mail message from Peter Tiffany regarding unavailability to do accounting	GL 4001		0.10	390.00	39.00	
Jun 20, 2023	MSZ	memorandum to file regarding court order at hearing and court comments on dispute	GL 4001		0.10	390.00	39.00	
Jun 20, 2023	MSZ	receive and review electronic mail message from opposing counsel to court clerk regarding status of retention of accountant	GL 4001		0.10	390.00	39.00	
Jun 20, 2023	MSZ	receive and review electronic mail messages and information for answer to interrogatories from Sheila Dela Cruz and electronic mail message to Sheila regarding same	GL 4001		0.10	390.00	39.00	
					2.3 hours		871.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jun 21, 2023	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding employee disclosures	GL 4001		0.10	390.00	39.00	
Jun 21, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding status conference and strategy	GL 4001		0.20	390.00	78.00	
Jun 22, 2023	MSZ	draft supplemental answer to interrogatories and attachment thereto and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.80	390.00	312.00	
Jun 22, 2023	MSZ	receive and review electronic mail message from John King to Attorney Bill Coates declining engagement for accounting	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail message to opposing counsel regarding proposed accountant	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding supplemental answer to interrogatory and accountant search	GL 4001		0.10	390.00	39.00	
Jun 22, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding efforts to retain accountant	GL 4001		0.20	390.00	78.00	
Jun 23, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to opposing counsel regarding supplemental answer to interrogatory and review same	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail message from opposing counsel regarding proposed accountant and electronic mail message from Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	telephone call to Attorney Bill Coates regarding court order on motions	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	review court order on motions for summary judgment, injunction and to compel	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	receive and review letter to court and request for hearing transcript from Attorney Bill Coates' office	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding status of accountant search	GL 4001		0.10	390.00	39.00	
Jun 23, 2023	MSZ	electronic mail messages to and from opposing counsel regarding accountant selection	GL 4001		0.20	390.00	78.00	
Jun 23, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding court order and motion to amend order	GL 4001		0.20	390.00	78.00	
Jun 26, 2023	MSZ	electronic mail message from opposing counsel regarding retention of accountant	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	research and electronic mail message to Hobbs Group regarding accounting to be performed	GL 4001		0.20	390.00	78.00	
Jun 26, 2023	MSZ	work on motion to amend order	GL 4001		0.90	390.00	351.00	
					3.9 hours		1482	

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Jun 26, 2023	MSZ	electronic mail message to opposing counsel regarding communication with accountant and motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message from opposing counsel regarding consent to motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message to opposing counsel regarding draft motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 26, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding draft motion, review rules and electronic mail message to Bill regarding same	GL 4001		0.20	390.00	78.00	
Jun 26, 2023	EAN	Finalize Plaintiffs' Motion to Amend Order	GL 4001		0.20	115.00	23.00	
Jun 27, 2023	MSZ	electronic mail message from opposing counsel regarding approval of motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 27, 2023	MSZ	receive and review filed copy of motion to amend order, - no charge to client	GL 4001		0.10			
Jun 27, 2023	MSZ	telephone call from Tamara Hannon of the Hobbs Group regarding representation for accounting	GL 4001		0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail message to opposing counsel regarding retention of the Hobbs Group for accounting and engagement terms	GL 4001		0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail message to opposing counsel regarding production of documents to and communications with accountant	GL 4001		0.10	390.00	39.00	
Jun 27, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding engagement of Hobbs Group	GL 4001		0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to opposing counsel regarding terms of accountant engagement	GL 4001		0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding terms of accountant engagement and communication with opposing counsel	GL 4001		0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail messages from and opposing counsel regarding accountant engagement and payment of fee	GL 4001		0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to Tamara Hannon regarding terms of engagement	GL 4001		0.10	390.00	39.00	
Jun 28, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding terms of accountant engagement, fee and motion to amend order	GL 4001		0.10	390.00	39.00	
Jun 29, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding retention of accountant	GL 4001		0.10	390.00	39.00	
Jun 30, 2023	MSZ	complete Hobbs Group intake form and electronic mail message to Tamara Hannon regarding same	GL 4001		0.10	390.00	39.00	
Jul 5, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001		0.10	390.00	39.00	
					2.2 hours		743	

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Jul 7, 2023	MSZ	electronic mail message to Tamara Hannon regarding status of Hobbs Group engagement letter	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	receive and review court notice of bench trial	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	telephone call from Attorney Bill Coates regarding settlement negotiations and next steps	GL 4001		0.10	390.00	39.00	
Jul 7, 2023	MSZ	receive and review transcript of hearing	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	receive and review offer of settlement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	receive and review electronic mail message and draft engagement letter from Tamara Hannon	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message to Tamara Hannon regarding engagement letter and scope and nature of assignment	GL 4001		0.60	390.00	234.00	
Jul 10, 2023	MSZ	receive and review electronic mail message and draft joint motion to continue from Attorney Bill Coates and electronic mail message to Bill regarding same	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail messages from and to opposing counsel regarding settlement offer and trial continuance	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding accountant engagement letter and settlement	GL 4001		0.50	390.00	195.00	
Jul 10, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message to Tamara Hannon regarding proposed revisions to engagement letter	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	MSZ	electronic mail messages to and from Attorney Bill Coates regarding trial continuance	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on settlement	GL 4001		0.20	435.00	87.00	
Jul 10, 2023	PPN	Receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Jul 10, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on strategy and status	GL 4001		0.10	390.00	39.00	
Jul 10, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on strategy and status	GL 4001		0.10	435.00	43.50	
Jul 11, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding pending motions	GL 4001		0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message from court clerk regarding proposed order	GL 4001		0.10	390.00	39.00	
					3 hours		1188	

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Jul 11, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding proposed order	GL 4001		0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message to opposing counsel regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 11, 2023	MSZ	draft settlement proposal and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	390.00	78.00	
Jul 11, 2023	MSZ	electronic mail message to opposing counsel regarding offer of settlement and electronic mail message to and from David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jul 11, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding approval of offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 12, 2023	MSZ	receive and review notice of hearing on motion and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to Tamara Hannon regarding engagement letter	GL 4001		0.10	390.00	39.00	
Jul 13, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001		0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding settlement negotiations	GL 4001		0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message from Tamara Hannon regarding revised engagement letter, review letter and electronic mail message to opposing counsel regarding payment of retainer	GL 4001		0.20	390.00	78.00	
Jul 13, 2023	MSZ	electronic mail message from opposing counsel regarding sharing accountant's fee	GL 4001		0.10	390.00	39.00	
Jul 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding the Hobbs Group engagement letter and retainer	GL 4001		0.10	390.00	39.00	
Jul 14, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding settlement position	GL 4001		0.10	390.00	39.00	
Jul 14, 2023	MSZ	electronic mail message from court clerk regarding amended order and cancellation of hearing	GL 4001		0.10	390.00	39.00	
Jul 17, 2023	MSZ	telephone call from Attorney Bill Coates regarding possible trial date and settlement negotiations	GL 4001		0.10	390.00	39.00	
Jul 17, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. trial date and settlement negotiations	GL 4001		0.10	390.00	39.00	
Jul 17, 2023	MSZ	electronic mail message to Attorney Bill Coates and opposing counsel regarding proposed trial date	GL 4001		0.10	390.00	39.00	
Jul 17, 2023	MSZ	electronic mail message from court clerk and from Attorney Bill Coates regarding possible trial date	GL 4001		0.10	390.00	39.00	
					2 hours		780	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jul 18, 2023	MSZ	electronic mail message from Tamara Hannon engagement letter and electronic mail message to opposing counsel regarding same	GL 4001		0.20	390.00	78.00	
Jul 18, 2023	MSZ	electronic mail messages from and to opposing counsel regarding communication with the Hobbs Group	GL 4001		0.10	390.00	39.00	
Jul 18, 2023	MSZ	electronic mail messages from opposing counsel regarding accounting engagement letter and proposed trial date	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	MSZ	electronic mail message from opposing counsel regarding offer of settlement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	MSZ	electronic mail message from opposing counsel confirming trial date	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	MSZ	further electronic mail messages from court clerk regarding trial date and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding proposed trial date	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding advanced notice of trial and electronic mail messages from and to Bill regarding trial call procedures	GL 4001		0.20	390.00	78.00	
Jul 19, 2023	MSZ	electronic mail messages from and to Mark Smith regarding Cassidy Coates invoices and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.20			
Jul 19, 2023	MSZ	receive and review revised court order, compare to vacated order and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	390.00	78.00	
Jul 19, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Jul 19, 2023	PPN	Work on receive and review receive and review electronic mail message from Attorney Marwan S. Zubi; review court document	GL 4001		0.10	435.00	43.50	
Jul 20, 2023	MSZ	receive and review electronic mail messages between opposing counsel and Tamara Hannon regarding documents for review	GL 4001		0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail message to opposing counsel regarding settlement offer	GL 4001		0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding revised order, trial and settlement	GL 4001		0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail message to opposing counsel regarding documents to be uploaded	GL 4001		0.10	390.00	39.00	
Jul 20, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding settlement offer	GL 4001		0.10	390.00	39.00	
					2.1 hours		745.50	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jul 20, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi; receive and review receive and review electronic mail messages on settlement	GL 4001		0.10	435.00	43.50	
Jul 26, 2023	MSZ	electronic mail message to opposing counsel regarding need for delivery of documents to accountant	GL 4001		0.10	390.00	39.00	
Jul 26, 2023	MSZ	electronic mail message from Tamara Hannon regarding document review and electronic mail message to opposing counsel regarding same	GL 4001		0.10	390.00	39.00	
Jul 28, 2023	MSZ	electronic mail message to opposing counsel regarding need to provide documents to accountant	GL 4001		0.10	390.00	39.00	
Jul 31, 2023	MSZ	electronic mail message from Tamara Hannon regarding status of documents for review	GL 4001		0.10	390.00	39.00	
Aug 1, 2023	MSZ	receive and review documents provided to Tamara Hannon and review file regarding same	GL 4001		0.70	390.00	273.00	
Aug 1, 2023	MSZ	receive and review email from opposing counsel to Tamara Hannon regarding documents for review and review file for comparison to documents produced	GL 4001		0.90	390.00	351.00	
Aug 1, 2023	MSZ	electronic mail message to opposing counsel and Tamara Hannon regarding documents for review and closing file provided	GL 4001		0.10	390.00	39.00	
Aug 2, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding records provided to accountant and telephone call from Dave regarding same	GL 4001		0.10	390.00	39.00	
Aug 4, 2023	MSZ	electronic mail message from opposing counsel regarding settlement offer, review file regarding prior offers and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.40	390.00	156.00	
Aug 4, 2023	MSZ	electronic mail message to opposing counsel regarding park ownership	GL 4001		0.10	390.00	39.00	
Aug 4, 2023	MSZ	review file and electronic mail message to opposing counsel regarding records for accountant	GL 4001		0.30	390.00	117.00	
Aug 4, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding response to offer of settlement	GL 4001		0.10	390.00	39.00	
Aug 4, 2023	MSZ	research and electronic mail messages to and from opposing counsel regarding park owners	GL 4001		0.20	390.00	78.00	
Aug 4, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Aug 7, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Aug 7, 2023	MSZ	electronic mail message to opposing counsel regarding rejection of offer of settlement	GL 4001		0.10	390.00	39.00	
Aug 7, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding offer of settlement	GL 4001		0.10	390.00	39.00	
					3.8 hours		1491	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Aug 8, 2023	PPN	telephone conversation with Attorney Marwan S. Zubi regarding possible settlement strategy	GL 4001		0.10	435.00	43.50	
Aug 8, 2023	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding possible settlement strategy	GL 4001		0.10	390.00	39.00	
Aug 8, 2023	PPN	Receive, review and reply to electronic mail message from Jeff Ellis	GL 4001		0.10	435.00	43.50	
Aug 9, 2023	MSZ	electronic mail messages from Tamara Hannon regarding status of accounting and download and review additional documents provided by defendant and compare to file documents	GL 4001		0.70	390.00	273.00	
Aug 10, 2023	MSZ	receive and review electronic mail message from opposing counsel and additional documents provided to Tamara Hannon and invoices	GL 4001		0.10	390.00	39.00	
Aug 10, 2023	MSZ	telephone call from Attorney Bill Coates regarding depositions and possible settlement	GL 4001		0.20	390.00	78.00	
Aug 10, 2023	MSZ	electronic mail messages to opposing counsel regarding depositions	GL 4001		0.20	390.00	78.00	
Aug 10, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001		0.10	390.00	39.00	
Aug 10, 2023	MSZ	review local rules regarding depositions	GL 4001		0.10	390.00	39.00	
Aug 10, 2023	MSZ	electronic mail message from opposing counsel regarding inquiry of defendant on records provided to accountant	GL 4001		0.10	390.00	39.00	
Aug 11, 2023	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding settlement and depositions	GL 4001		0.20	390.00	78.00	
Aug 11, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001		0.30	390.00	117.00	
Aug 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding availability for deposition	GL 4001		0.10	390.00	39.00	
Aug 11, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding settlement	GL 4001		0.20	390.00	78.00	
Aug 11, 2023	MSZ	telephone call from opposing counsel regarding settlement	GL 4001		0.10	390.00	39.00	
Aug 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding settlement discussion with client	GL 4001		0.10	390.00	39.00	
Aug 15, 2023	PPN	Attend video conference with David Shalaby, President at Poly-Med, Inc. and Jeff Ellis; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.20	435.00	87.00	
Aug 16, 2023	MSZ	receive and review electronic mail message and workpapers from Hobbs Group, review file regarding same and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc.	GL 4001		0.30	390.00	117.00	
Aug 21, 2023	MSZ	electronic mail message to opposing counsel regarding request for information from the accountant	GL 4001		0.10	390.00	39.00	
Aug 23, 2023	MSZ	electronic mail messages from and to Demi Lopez regarding information from defendants for accounting	GL 4001		0.10	390.00	39.00	
					3.2 hours		1383	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Aug 23, 2023	MSZ	electronic mail message from opposing counsel regarding deposition and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	390.00	39.00	
Aug 23, 2023	MSZ	electronic mail message to opposing counsel regarding integrity of accounting and document production	GL 4001		0.10	390.00	39.00	
Aug 24, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding Wagner deposition	GL 4001		0.10	390.00	39.00	
Aug 24, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding depositions	GL 4001		0.40	390.00	156.00	
Aug 25, 2023	MSZ	electronic mail message to opposing counsel regarding depositions	GL 4001		0.10	390.00	39.00	
Aug 25, 2023	MSZ	telephone call from Attorney Bill Coates regarding Wagner deposition	GL 4001		0.10	390.00	39.00	
Aug 25, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding David Shalaby deposition	GL 4001		0.10	390.00	39.00	
Aug 28, 2023	MSZ	electronic mail messages from and to Mark Smith regarding notice of deposition and review same	GL 4001		0.10	390.00	39.00	
Aug 28, 2023	MSZ	receive and review electronic mail message from Mark Smith to opposing counsel regarding notice of deposition - no charge to client	GL 4001		0.10			
Aug 28, 2023	MSZ	receive and review electronic mail message and documents from Tamara Hannon and electronic mail message to Tamara regarding same	GL 4001		0.20	390.00	78.00	
Aug 28, 2023	MSZ	electronic mail message from opposing counsel regarding error in notice of deposition and electronic mail message to Mark Smith regarding same	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	electronic mail messages from Tamara Hannon regarding status of payments and status of accounting	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	electronic mail messages from opposing counsel regarding payment and need to provide information to accountant and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	receive and review electronic mail message from Tamara Hannon to Dan Wagner regarding information needed for accounting	GL 4001		0.10	390.00	39.00	
Aug 29, 2023	MSZ	receive and review electronic mail message from Attorney Dan Wagner to Tamara Hannon regarding records for accounting	GL 4001		0.10	390.00	39.00	
Aug 30, 2023	PPN	Teams meeting withAttorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001		0.10	435.00	43.50	
Aug 30, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding exhibits for depositions	GL 4001		0.10	390.00	39.00	
Aug 30, 2023	MSZ	electronic mail messages from and to accountant regarding status of records from defendant and electronic mail message from opposing counsel regarding same	GL 4001		0.20	390.00	78.00	
					2.3 hours		862.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Aug 30, 2023	MSZ	Teams meeting with Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding depositions	GL 4001		0.10	390.00	39.00	
Aug 30, 2023	MSZ	electronic mail message from Tamara Hannon regarding accounting	GL 4001		0.10	390.00	39.00	
Aug 31, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding status of accounting	GL 4001		0.10	390.00	39.00	
Aug 31, 2023	MSZ	electronic mail message from Tamara Hannon regarding status of accounting	GL 4001		0.10	390.00	39.00	
Aug 31, 2023	MSZ	compile exhibits and prepare for Wagner deposition	GL 4001		0.90	390.00	351.00	
Sep 1, 2023	MSZ	continue compiling exhibits and preparing for Wagner deposition and electronic mail messages to and from opposing counsel regarding deposition and exhibits	GL 4001		4.10	390.00	1,599.00	
Sep 1, 2023	MSZ	electronic mail messages from and to Mark Smith regarding remote deposition logistics	GL 4001		0.10	390.00	39.00	
Sep 1, 2023	MSZ	electronic mail message to Tamara Hannon regarding status of accounting	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review electronic mail message and report from Tamara Hannon and electronic mail message to David Shalaby, President at Poly-Med, Inc. and Donald Crossley, CFO at Poly-Med, Inc. regarding same	GL 4001		0.40	390.00	156.00	
Sep 5, 2023	MSZ	receive and review electronic mail message from Mark Smith to court reporter regarding deposition exhibits	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	electronic mail messages from and to Mark Smith regarding accounting as deposition exhibit	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding accounting	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	work on objections to notices of deposition	GL 4001		0.30	390.00	117.00	
Sep 5, 2023	MSZ	telephone conference call with Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding accounting and strategy	GL 4001		0.50	390.00	195.00	
Sep 5, 2023	MSZ	electronic mail messages from and to opposing counsel regarding deposition of Dan Wagner	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review electronic mail message and schedule from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	receive and review notices of depositions	GL 4001		0.10	390.00	39.00	
Sep 5, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.40	390.00	156.00	
Sep 5, 2023	MSZ	continue review of accounting and preparations for Wagner deposition	GL 4001		1.80	390.00	702.00	
Sep 5, 2023	PPN	Work on receive and review accounting; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.40	435.00	174.00	
Sep 6, 2023	MSZ	work on objections to notices of deposition	GL 4001		0.10	390.00	39.00	
					10.1 hours		3957	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Sep 6, 2023	MSZ	continue preparations for deposition of Dan Wagner	GL 4001		0.40	390.00	156.00	
Sep 6, 2023	MSZ	attend deposition of Dan Wagner	GL 4001		4.20	390.00	1,638.00	
Sep 6, 2023	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding deposition preparations	GL 4001		0.40	390.00	156.00	
Sep 6, 2023	MSZ	electronic mail message from Tamara Hannon regarding accounting	GL 4001		0.10	390.00	39.00	
Sep 6, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding Dan Wagner deposition	GL 4001		0.10	390.00	39.00	
Sep 6, 2023	MSZ	research regarding possible remedies	GL 4001		0.60	390.00	234.00	
Sep 6, 2023	MSZ	draft objections to notices of deposition	GL 4001		0.50	390.00	195.00	
Sep 6, 2023	EAN	Prepare draft for objections to notices of depositions	GL 4001		0.10	115.00	11.50	
Sep 7, 2023	MSZ	continue work on objections to Rule 30(b)(6) notices of depositions	GL 4001		0.60	390.00	234.00	
Sep 7, 2023	MSZ	review file, prepare for deposition prep meeting with David Shalaby, President at Poly-Med, Inc. and prepare for trial	GL 4001		1.10	390.00	429.00	
Sep 7, 2023	EAN	Finalize Plaintiffs' Opposition to Notice of PMI Deposition	GL 4001		0.20	115.00	23.00	
Sep 7, 2023	EAN	Finalize Plaintiff's Opposition to Motion for Leave to File Sur-Reply	GL 4001		0.20	115.00	23.00	
Sep 8, 2023	MSZ	receive and review notice of trial from court	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft objections to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message from Mark Smith regarding David Shalaby deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	telephone call from Attorney Bill Coates regarding objection to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 8, 2023	MSZ	electronic mail message to opposing counsel regarding objection to notices of deposition	GL 4001		0.10	390.00	39.00	
Sep 11, 2023	MSZ	review files, compile trial exhibits and prepare for trial	GL 4001		0.40	390.00	156.00	
Sep 12, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001		0.10	390.00	39.00	
Sep 12, 2023	MSZ	continue preparation for telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001		0.30	390.00	117.00	
Sep 12, 2023	MSZ	Teams meeting with David Shalaby, President at Poly-Med, Inc. regarding deposition prep	GL 4001		0.60	390.00	234.00	
Sep 12, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding additional documents for review for his deposition	GL 4001		0.20	390.00	78.00	
Sep 12, 2023	MSZ	continue trial preparations, work on witness outlines	GL 4001		1.70	390.00	663.00	
Sep 12, 2023	MSZ	voicemail message from and returned telephone call to Attorney Bill Coates regarding Shalaby deposition and trial preparations	GL 4001		0.10	390.00	39.00	
					12.4 hours		4687	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Sep 13, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc., opposing counsel and court reporter regarding deposition	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	receive and review defendant's motion to continue trial and compel arbitration	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding motion to continue trial and compel mediation	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from Attorney Bill Coates regarding motion to continue trial	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding motion to continue trial and compel arbitration	GL 4001		0.30	390.00	117.00	
Sep 13, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding communication with opposing counsel	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	electronic mail message to opposing counsel regarding Shalaby deposition	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	telephone call from Attorney Paul Peter Nicolai regarding motion to continue trial and compel arbitration	GL 4001		0.10	390.00	39.00	
Sep 13, 2023	MSZ	draft opposition to motion to continue trial and compel mediation	GL 4001		0.80	390.00	312.00	
Sep 13, 2023	EAN	Finalize Plaintiffs' Opp. Motion to Continue Trial and Compel Mediation	GL 4001		0.10	115.00	11.50	
Sep 14, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding his deposition and damages	GL 4001		0.20	390.00	78.00	
Sep 14, 2023	MSZ	receive and review electronic mail message and document from Donald Crossley, CFO at Poly-Med, Inc. for damages calculation and electronic mail message to Don regarding same	GL 4001		0.20	390.00	78.00	
Sep 14, 2023	MSZ	attend deposition of David Shalaby, President at Poly-Med, Inc. via Zoom	GL 4001		3.00	390.00	1,170.00	
Sep 14, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion for filing	GL 4001		0.10	390.00	39.00	
Sep 14, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding opposition to motion and telephone conversation with Bill regarding same	GL 4001		0.20	390.00	78.00	
Sep 14, 2023	MSZ	continue trial preparations and work on witness outline	GL 4001		0.30	390.00	117.00	
Sep 14, 2023	MSZ	electronic mail message to opposing counsel regarding addition document production	GL 4001		0.10	390.00	39.00	
Sep 14, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his deposition	GL 4001		0.50	390.00	195.00	
Sep 14, 2023	MSZ	electronic mail messages from and to opposing counsel regarding additional documents for production	GL 4001		0.10	390.00	39.00	
					6.6 hours		2546.50	

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Sep 14, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding electronic mail message to park owners	GL 4001		0.10	390.00	39.00	
Sep 14, 2023	MSZ	continue review of file, work on damages calculation and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding same	GL 4001		0.50	390.00	195.00	
Sep 15, 2023	MSZ	research law for pre-trial brief	GL 4001		0.60	390.00	234.00	
Sep 19, 2023	MSZ	electronic mail message to Mark Smith regarding opposition to motion to continue	GL 4001		0.10	390.00	39.00	
Sep 25, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding status of trial and defendant's motion	GL 4001		0.10	390.00	39.00	
Sep 25, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding case status	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	continue trial preparations	GL 4001		0.40	390.00	156.00	
Sep 26, 2023	MSZ	electronic mail message to clients regarding trial and trial preparations	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding trial and possible settlement	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	continue trial preparations, review applicable SC rules, compile exhibits and work on witness questions	GL 4001		2.40	390.00	936.00	
Sep 26, 2023	MSZ	electronic mail messages from and to opposing counsel regarding stipulation as to accounting and accountant testimony	GL 4001		0.10	390.00	39.00	
Sep 26, 2023	MSZ	electronic mail message from Tamara Hannon regarding trial subpoena from opposing counsel	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	continue trial preparations and work on witness outlines	GL 4001		1.80	390.00	702.00	
Sep 27, 2023	MSZ	receive and review electronic mail message and damages analysis from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001		0.20	390.00	78.00	
Sep 27, 2023	MSZ	review file and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	telephone conversation with and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.20	390.00	78.00	
Sep 27, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates and Clark Price regarding SC rules of evidence	GL 4001		0.10	390.00	39.00	
Sep 27, 2023	MSZ	receive and review electronic mail message and budget from opposing counsel, review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.30	390.00	117.00	
Sep 27, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding defendant's budget and trial	GL 4001		0.20	390.00	78.00	
					7.7 hours		3003	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Sep 28, 2023	MSZ	electronic mail message to opposing counsel regarding financial statements	GL 4001		0.10	390.00	39.00	
Sep 28, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding pro forma budget	GL 4001		0.10	390.00	39.00	
Sep 28, 2023	MSZ	telephone conference call with Attorney Bill Coates and Mark Smith regarding trial logistics and exhibits	GL 4001		0.20	390.00	78.00	
Sep 28, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding trial logistics	GL 4001		0.10	390.00	39.00	
Sep 28, 2023	MSZ	continue trial preparations	GL 4001		1.50	390.00	585.00	
Sep 28, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on evidence issues for trial	GL 4001		0.30	435.00	130.50	
Sep 28, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on evidence issues for trial	GL 4001		0.30	390.00	117.00	
Sep 28, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on budget document	GL 4001		0.10	435.00	43.50	
Sep 29, 2023	MSZ	continue review of file, preparations for trial and work on witness outlines	GL 4001		4.40	390.00	1,716.00	
Oct 2, 2023	MSZ	electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. regarding status of revised damages calculation	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail message to court reporter regarding status of Shalaby deposition transcript	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail messages from and to court reporter regarding transcript	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	review file and draft trial brief	GL 4001		0.30	390.00	117.00	
Oct 2, 2023	MSZ	receive and review revised damages spreadsheet from Donald Crossley, CFO at Poly-Med, Inc. and compare to prior calculations	GL 4001		0.40	390.00	156.00	
Oct 2, 2023	MSZ	telephone call from Attorney Bill Coates regarding trial logistics	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	continue trial preparations and work on opening statement	GL 4001		0.30	390.00	117.00	
Oct 2, 2023	MSZ	electronic mail message to and from opposing counsel regarding supplemental document production	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding trial brief	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	review Shalaby transcript	GL 4001		0.30	390.00	117.00	
Oct 2, 2023	MSZ	electronic mail message and letter from court reporter regarding Shalaby transcript and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Oct 2, 2023	MSZ	electronic mail messages from Mark Smith regarding trial location and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
					9.1 hours		3684	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 3, 2023	MSZ	receive and review electronic mail messages and revised damages calculations from Donald Crossley, CFO at Poly-Med, Inc.	GL 4001		0.20	390.00	78.00	
Oct 3, 2023	MSZ	continue review of Shalaby transcript, prepare draft correction sheet and continue trial preparations	GL 4001		1.70	390.00	663.00	
Oct 3, 2023	MSZ	electronic mail message to opposing counsel regarding defendant's financials and his testimony at trial	GL 4001		0.10	390.00	39.00	
Oct 3, 2023	MSZ	telephone conversation with Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.40	390.00	156.00	
Oct 3, 2023	MSZ	review file and continue work on pre-trial brief	GL 4001		1.30	390.00	507.00	
Oct 3, 2023	MSZ	electronic mail message from opposing counsel regarding attendance of Wagner at trial and defendant's financials	GL 4001		0.10	390.00	39.00	
Oct 3, 2023	EAN	Finalize Damages Calculation as exhibit for trial	GL 4001		0.10	115.00	11.50	
Oct 4, 2023	MSZ	continue trial preparations, work on deposition corrections, compile exhibits, work on witness outlines	GL 4001		1.70	390.00	663.00	
Oct 4, 2023	MSZ	electronic mail message from Attorney Bill Coates regarding additional information on trial and court location	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message to Poly-Med witnesses regarding trial update and exhibits	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message to opposing counsel regarding accounting	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	continue work on trial brief	GL 4001		1.20	390.00	468.00	
Oct 4, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding proposed court order	GL 4001		0.20	390.00	78.00	
Oct 4, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai, voicemail message from David Shalaby, President at Poly-Med, Inc., revise proposed court order and electronic mail message to Dave regarding same	GL 4001		0.30	390.00	117.00	
Oct 4, 2023	MSZ	electronic mail messages from and to court clerk, Attorney Bill Coates and Attorney Paul Peter Nicolai regarding trial readiness and electronic mail message to the court regarding same	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	electronic mail message from court clerk regarding trial and court location	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	receive and review electronic mail messages from Attorney Jeff Ellis	GL 4001		0.10	390.00	39.00	
Oct 4, 2023	MSZ	attend Teams meeting with PMI witnesses	GL 4001		2.30	390.00	897.00	
Oct 4, 2023	PPN	Work on telephone call from Coates; telephone call to Attorney Marwan S. Zubi - left message on voicemail; dictate electronic mail message to Attorney Marwan S. Zubi and Coates	GL 4001		0.30	435.00	130.50	
					10.5 hours		4081	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 4, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi; revise order	GL 4001		0.20	435.00	87.00	
Oct 5, 2023	MSZ	compile and electronic mail messages to opposing counsel regarding proposed trial exhibits and electronic mail message to Mark Smith regarding same	GL 4001		0.30	390.00	117.00	
Oct 5, 2023	MSZ	various electronic mail messages to and from clients regarding trial preparation and review documents from clients	GL 4001		0.70	390.00	273.00	
Oct 5, 2023	MSZ	electronic mail messages from and to Donald Crossley, CFO at Poly-Med, Inc. regarding damages calculation	GL 4001		0.10	390.00	39.00	
Oct 5, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. and Jeff Ellis regarding covenants	GL 4001		0.30	390.00	117.00	
Oct 5, 2023	MSZ	telephone call from Attorney Bill Coates regarding trial logistics	GL 4001		0.30	390.00	117.00	
Oct 5, 2023	MSZ	continue trial preparations, work on opening statement	GL 4001		1.90	390.00	741.00	
Oct 5, 2023	EAN	Finalize Plaintiffs' Pre Trial Brief	GL 4001		0.30	115.00	34.50	
Oct 6, 2023	MSZ	electronic mail messages from and to opposing counsel regarding trial exhibits	GL 4001		0.10	390.00	39.00	
Oct 6, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding trial logistics	GL 4001		0.20	390.00	78.00	
Oct 6, 2023	MSZ	continue trial preparations, research and work on opening statement and communications with court and local counsel	GL 4001		4.20	390.00	1,638.00	
Oct 6, 2023	MSZ	electronic mail message to clients regarding tentative hearing dates	GL 4001		0.10	390.00	39.00	
Oct 6, 2023	MSZ	receive and review defendant's exhibits and witness list and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	390.00	78.00	
Oct 9, 2023	MSZ	electronic mail message to opposing counsel regarding defendant's financials	GL 4001		0.10	390.00	39.00	
Oct 9, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding trial logistics	GL 4001		0.10	390.00	39.00	
Oct 9, 2023	MSZ	continue trial preparations	GL 4001		2.70	390.00	1,053.00	
Oct 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding deposition correction sheet	GL 4001		0.10	390.00	39.00	
Oct 9, 2023	MSZ	travel to Anderson, SC, worked 7.4 hours, bill for 3.7 hours - no charge to client	GL 4001		3.70			
Oct 9, 2023	MSZ	travel to Anderson, SC, worked 7.4 hours, bill for 3.7 hours	GL 4001		3.70	390.00	1,443.00	
Oct 9, 2023	MSZ	various electronic mail messages to local counsel, opposing counsel, David Shalaby, President at Poly-Med, Inc. and witness regarding trial issues	GL 4001		0.30	390.00	117.00	
Oct 10, 2023	MSZ	continue trial preparations	GL 4001		0.50	390.00	195.00	
					20.1 hours		6322.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 10, 2023	MSZ	attend trial, waiting time, meeting with client, worked 9.5 hours, bill for 8.2 hours	GL 4001		8.20	390.00	3,198.00	
Oct 10, 2023	MSZ	attend trial, waiting time, meeting with client, worked 9.5 hours, bill for 8.2 hours - no charge to client	GL 4001		1.30			
Oct 10, 2023	MSZ	electronic mail message to Attorney Paul Peter Nicolai and Attorney Caroline E. Nicolai regarding trial stategy	GL 4001		0.30	390.00	117.00	
Oct 10, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding his telephone conversation with SCRA	GL 4001		0.20	390.00	78.00	
Oct 10, 2023	PPN	Work on review and revise email form Attorney Caroline E. Nicolai; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.20	435.00	87.00	
Oct 10, 2023	PPN	Work on receive and review email from Attorney Marwan S. Zubi; draft comments; telephone conversation with Attorney Caroline E. Nicolai	GL 4001		0.70	435.00	304.50	
Oct 10, 2023	CEN	telephone call from Attorney Paul Peter Nicolai regarding Attorney Marwan S. Zubi email, work on response and send to Attorney Paul Peter Nicolai for review and send to Attorney Marwan S. Zubi	GL 4001		0.50	330.00	165.00	
Oct 11, 2023	MSZ	telephone conversation with Attorney Paul Peter Nicolai regarding strategy	GL 4001		0.20	390.00	78.00	
Oct 11, 2023	MSZ	research law and prepare arguments on interpretation of covenants	GL 4001		2.80	390.00	1,092.00	
Oct 11, 2023	MSZ	travel from Anderson, worked 7.2 hours, bill for 3.6 hours	GL 4001		3.60	390.00	1,404.00	
Oct 11, 2023	MSZ	attend trial and waiting time	GL 4001		3.70	390.00	1,443.00	
Oct 11, 2023	MSZ	travel from Anderson, worked 7.2 hours, bill for 3.6 hours - no charge to client	GL 4001					
Oct 11, 2023	PPN	Work on attempted returned telephone call to David Shalaby, President at Poly-Med, Inc.; telephone conversation with Attorney Marwan S. Zubi on case theory from Judge; send text with further argument to Attorney Marwan S. Zubi	GL 4001		0.30	435.00	130.50	
Oct 12, 2023	MSZ	electronic mail message from opposing counsel and judge regarding judge's request for information	GL 4001		0.20	390.00	78.00	
Oct 12, 2023	MSZ	receive and review electronic mail message from opposing counsel to judge regarding information provided by PMI	GL 4001		0.10	390.00	39.00	
Oct 12, 2023	MSZ	electronic mail message from opposing counsel regarding corrected deposition page designations and review designations	GL 4001		0.40	390.00	156.00	
Oct 12, 2023	MSZ	review file and electronic mail message to judge regarding information requested	GL 4001		1.80	390.00	702.00	
Oct 13, 2023	MSZ	electronic mail message to opposing counsel regarding deposition designations and objections	GL 4001		0.10	390.00	39.00	
Oct 13, 2023	MSZ	continue review of deposition designations, note objections and prepare counter designations	GL 4001		0.60	390.00	234.00	
					25.2 hours		9345	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Oct 13, 2023	MSZ	review file and draft amended complaint	GL 4001		1.10	390.00	429.00	
Oct 13, 2023	MSZ	electronic mail message to Attorneys Bill Coates and Ross Plyler regarding amended complaint	GL 4001		0.10	390.00	39.00	
Oct 13, 2023	MSZ	electronic mail message from Attorney Ross Plyler regarding amended complaint	GL 4001		0.10	390.00	39.00	
Oct 13, 2023	MSZ	electronic mail messages from and to opposing counsel, court clerk and Attorney Ross Plyler regarding filed deposition designations	GL 4001		0.20	390.00	78.00	
Oct 13, 2023	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding amended complaint	GL 4001		0.10	390.00	39.00	
Oct 13, 2023	MSZ	receive and review electronic mail message from Attorney Ross Plyler to Judge regarding amended complaint	GL 4001		0.10	390.00	39.00	
Oct 16, 2023	MSZ	electronic mail message from judge regarding request for information and electronic mail message to Donald Crossley, CFO at Poly-Med, Inc. and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Oct 16, 2023	MSZ	electronic mail message from Attorney Ross Plyler regarding filed amended complaint and review same	GL 4001		0.10	390.00	39.00	
Oct 16, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding judge's requests for information	GL 4001		0.30	390.00	117.00	
Oct 16, 2023	MSZ	electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding calculation requested by judge, review calculation and file and electronic mail message to Don regarding same	GL 4001		0.10	390.00	39.00	
Oct 16, 2023	MSZ	voicemail message from Donald Crossley, CFO at Poly-Med, Inc. regarding calculation for judgment and returned telephone call to Don regarding same	GL 4001		0.20	390.00	78.00	
Oct 16, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on trial results	GL 4001		0.20	435.00	87.00	
Oct 16, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on trial results	GL 4001		0.20	390.00	78.00	
Oct 17, 2023	MSZ	review revised calculations from Donald Crossley, CFO at Poly-Med, Inc., review file and electronic mail message to court clerk and judge regarding calculations and plaintiffs' damages	GL 4001		0.30	390.00	117.00	
Oct 19, 2023	MSZ	electronic mail messages to and from David Shalaby, President at Poly-Med, Inc. regarding charge in connection with Hannon testimony and electronic mail message to opposing counsel regarding same	GL 4001		0.10	390.00	39.00	
Oct 19, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding invoice, review invoices and statement and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.20			
					2.5 hours		1296	

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Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Oct 23, 2023	PPN	Telephone call from David Shalaby, President at Poly-Med, Inc.	GL 4001	0.30	435.00	130.50	
Oct 24, 2023	MSZ	electronic mail messages from and to Tamara Hannon regarding payment of invoices	GL 4001	0.10	390.00	39.00	
Oct 27, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and answer to amended complaint, prepare answer analysis and review file regarding answer to counterclaim	GL 4001	0.60	390.00	234.00	
Oct 27, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding answer to counterclaim	GL 4001	0.10	390.00	39.00	
Oct 30, 2023	MSZ	electronic mail messages from and to Attorney Bill Coates regarding response to counterclaim	GL 4001	0.10	390.00	39.00	
Oct 30, 2023	MSZ	review file and draft reply to amended counterclaim	GL 4001	0.60	390.00	234.00	
Oct 30, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding draft reply to amended counterclaim	GL 4001	0.10	390.00	39.00	
Oct 31, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates and filed rely to amended counterclaim	GL 4001	0.10	390.00	39.00	
Nov 7, 2023	MSZ	review electronic mail message from Attorney Bill Coates and decision by the court and review file regarding damages award reasons for and implications of decision	GL 4001	0.40	390.00	156.00	
Nov 7, 2023	MSZ	telephone call to Attorney Bill Coates regarding court decision and memorandum to file regarding same	GL 4001	0.40	390.00	156.00	
Nov 8, 2023	MSZ	review file and research regarding entitlement to award of fees, implications of decision and strategy and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001	2.10	390.00	819.00	
Nov 8, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding court decision and strategy	GL 4001	0.30	390.00	117.00	
Nov 8, 2023	MSZ	review file and calculate amount of potential refund due other park owners	GL 4001	0.90	390.00	351.00	
Nov 8, 2023	PPN	Work on receive and review email form Attorney Marwan S. Zubi; review decision; dictate electronic mail message to team	GL 4001	0.20	435.00	87.00	
Nov 8, 2023	PPN	Telephone call to Attorney Marwan S. Zubi on damages calculations for decision making	GL 4001	0.10	435.00	43.50	
Nov 8, 2023	MSZ	Telephone call from Attorney Paul Peter Nicolai on damages calculations for decision makeing	GL 4001	0.10	390.00	39.00	
Nov 9, 2023	MSZ	review file for settlement discussion and continue fee refund calculations	GL 4001	0.30	390.00	117.00	
Nov 9, 2023	MSZ	continue research for request for attorney's fees	GL 4001	1.00	390.00	390.00	
Nov 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding potential refund due park owners	GL 4001	0.10	390.00	39.00	
				7.9 hours		3108	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 9, 2023	MSZ	electronic mail messages from the Hobbs Group and Dan Wagner regarding outstanding invoice and electronic mail messages to opposing counsel and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.20	390.00	78.00	
Nov 9, 2023	MSZ	research regarding possible liability from assignment of rights under covenants and electronic mail message to Attorney Paul Peter Nicolai regarding same	GL 4001		0.20	390.00	78.00	
Nov 9, 2023	MSZ	telephone call from opposing counsel regarding offer of settlement and electronic mail message to opposing counsel regarding same	GL 4001		0.20	390.00	78.00	
Nov 9, 2023	MSZ	review file and draft proposed order	GL 4001		0.80	390.00	312.00	
Nov 9, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding offer of settlement	GL 4001		0.10	390.00	39.00	
Nov 9, 2023	MSZ	telephone call to opposing counsel - left message for return call - no charge to client	GL 4001		0.10			
Nov 9, 2023	MSZ	attend Teams meeting with David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai	GL 4001		0.50	390.00	195.00	
Nov 9, 2023	PPN	Attend video conference with team on offer	GL 4001		0.50	435.00	217.50	
Nov 9, 2023	PPN	Receive and review electronic mail message from Attorney Marwan S. Zubi on settlement	GL 4001		0.10	435.00	43.50	
Nov 9, 2023	PPN	Receive and review electronic mail message from Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
Nov 9, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel on settlement demand	GL 4001		0.10	390.00	39.00	
Nov 10, 2023	PPN	Work on receive and review email from Attorney Marwan S. Zubi on offer; telephone call to Attorney Marwan S. Zubi; telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi on respoinse	GL 4001		0.20	435.00	87.00	
Nov 10, 2023	MSZ	electronic mail message from opposing counsel regarding rejection of settlement demand and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Nov 10, 2023	MSZ	telephone call to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel regarding settlement demand and consequences of order	GL 4001		0.10	390.00	39.00	
Nov 10, 2023	MSZ	telephone conversation with opposing counsel regarding settlement demand and consequences of order and memorandum to file regarding same	GL 4001		0.30	390.00	117.00	
Nov 10, 2023	MSZ	telephone conference call with David Shalaby, President at Poly-Med, Inc. and Attorney Paul Peter Nicolai regarding strategy regarding rejection of offer	GL 4001		0.10	390.00	39.00	
Nov 13, 2023	MSZ	continue review of file and work on proposed findings of fact and order	GL 4001		3.40	390.00	1,326.00	
					7.1 hours		2770.50	

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 14, 2023	MSZ	continue research for proposed formal order and work on proposed order	GL 4001		3.70	390.00	1,443.00	
Nov 15, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding time period for removal of trailers	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	continue research, review of file and work on proposed memorandum and order	GL 4001		1.70	390.00	663.00	
Nov 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding trailer strategy and electronic mail message to Paul and David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai on proposed memorandum and order and trailers strategy	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	MSZ	electronic mail messages from David Shalaby, President at Poly-Med, Inc. regarding trailers	GL 4001		0.10	390.00	39.00	
Nov 15, 2023	PPN	Receive, review and reply to electronic mail messages from Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
Nov 15, 2023	PPN	Receive, review and reply to electronic mail message from Attorney Marwan S. Zubi on loans and timing	GL 4001		0.10	435.00	43.50	
Nov 15, 2023	PPN	Work on receive and respond to electronic mail message from Attorney Marwan S. Zubi; review brief	GL 4001		0.40	435.00	174.00	
Nov 16, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding proposed memorandum and order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding Memorandum and Order and trailers	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding trailer timeline and arguments in support	GL 4001		0.20	390.00	78.00	
Nov 16, 2023	MSZ	electronic mail message from Jeff Ellis regarding trailer timeline	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	electronic mail message to judge regarding motion to alter or amend order	GL 4001		0.10	390.00	39.00	
Nov 16, 2023	MSZ	research law, draft motion to alter or amend judgment and electronic mail messages and telephone call to Attorney Bill Coates and Ross Plyler regarding same	GL 4001		2.20	390.00	858.00	
Nov 16, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc. on new building timing	GL 4001		0.10	435.00	43.50	
Nov 17, 2023	MSZ	electronic mail messages from and to opposing counsel, judge and Attorneys Bill Coates and Ross Plyler regarding submissions to the court and responses to be filed	GL 4001		0.30	390.00	117.00	
					9.7 hours		3810	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 20, 2023	MSZ	electronic mail message from court clerk regarding post trial submissions	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	receive and review electronic mail message from Attorney Ross Plyler and filed copy of motion to amend judgment	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	receive and review defendants' motion to alter or amend judgment, brief on trailers and affidavits	GL 4001		0.30	390.00	117.00	
Nov 20, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendants motions to amend judgment and for attorney's fees	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from judge regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from Attorney Paul Peter Nicolai regarding defendants' post trial motions	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding trailer issue	GL 4001		0.20	390.00	78.00	
Nov 20, 2023	MSZ	research law and draft brief regarding trailers	GL 4001		3.00	390.00	1,170.00	
Nov 20, 2023	MSZ	electronic mail messages from and to Attorney Paul Peter Nicolai regarding court decision and motions and notice to Clemson	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message from court clerk regarding final order and motions to amend	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	MSZ	electronic mail message to Jeff Ellis and electronic mail message from Donald Crossley, CFO at Poly-Med, Inc. regarding trailer lease term	GL 4001		0.10	390.00	39.00	
[redacted]								
Nov 20, 2023	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding draft affidavit	GL 4001		0.10	390.00	39.00	
Nov 20, 2023	PPN	Receive and review electronic mail messageS from Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
[redacted]								
Nov 20, 2023	PPN	Receive, review and reply to electronic mail messages from David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi; telephone call to Attorney Marwan S. Zubi	GL 4001		0.20	435.00	87.00	
					4.7 hours		1846.50	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 20, 2023	PPN	Work on receive and review David Shalaby, President at Poly-Med, Inc. affidavit; dictate electronic mail message to David Shalaby, President at Poly-Med, Inc. and Attorney Marwan S. Zubi	GL 4001		0.10	435.00	43.50	
Nov 20, 2023	PPN	Receive, review and reply to electronic mail messages from Attorney Marwan S. Zubi and David Shalaby, President at Poly-Med, Inc. on affidavit	GL 4001		0.10	435.00	43.50	
Nov 20, 2023	EAN	Finalize Affidavit of David Shalaby	GL 4001		0.10	115.00	11.50	
Nov 21, 2023	PPN	Receive, review and reply to electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	435.00	43.50	
Nov 21, 2023	MSZ	receive and review electronic mail messages from Attorney Paul Peter Nicolai and David Shalaby, President at Poly-Med, Inc. regarding Dave's affidavit, review revised affidavit and electronic mail message to Dave regarding same	GL 4001		0.20	390.00	78.00	
Nov 21, 2023	MSZ	continue work on motion for reconsideration and brief regarding trailers	GL 4001		1.50	390.00	585.00	
Nov 21, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding proposed electronic mail message to judge on trailers issue	GL 4001		0.20	390.00	78.00	
Nov 21, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding motion for reconsideration and brief regarding trailers	GL 4001		0.10	390.00	39.00	
Nov 21, 2023	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.20	390.00	78.00	
Nov 21, 2023	MSZ	receive and review electronic mail message from Attorney Bill Coates to judge regarding trailers brief and motion	GL 4001		0.10	390.00	39.00	
Nov 21, 2023	MSZ	receive and review electronic mail message from judge regarding trailers brief and motion, revise brief and electronic mail messages from and to Attorney Bill Coates and Ross Plyler regarding filing	GL 4001		0.30	390.00	117.00	
Nov 21, 2023	EAN	Finalize Motion for Reconsideration	GL 4001		0.30	115.00	34.50	
Nov 22, 2023	MSZ	receive and review notice of filing brief on trailers and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Nov 22, 2023	MSZ	receive and review invoice from Cassidy Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Nov 23, 2023	PPN	Work on receive and review brief on buildings	GL 4001		0.20	435.00	87.00	
[redacted]								
Nov 28, 2023	MSZ	electronic mail message from opposing counsel regarding proposed order	GL 4001		0.10	390.00	39.00	
					3.8 hours		1355.50	

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Nov 28, 2023	MSZ	telephone call from Attorney Ross Plyler regarding proposed order	GL 4001		0.10	390.00	39.00	
Nov 28, 2023	MSZ	telephone call from Attorney Paul Peter Nicolai regarding strategy	GL 4001		0.10	390.00	39.00	
Nov 28, 2023	MSZ	research law for opposition to motion to strike	GL 4001		0.40	390.00	156.00	
Nov 28, 2023	MSZ	receive and review defendant's motion to strike and related documents and review file for opposition	GL 4001		0.40	390.00	156.00	
Nov 28, 2023	PPN	Work on receive and review email from opposing counsel; telephone call to Attorney Marwan S. Zubi; review opposing counsel pleading; dictate electronic mail message to Attorney Marwan S. Zubi	GL 4001		0.20	435.00	87.00	
Nov 29, 2023	MSZ	continue research, review file and work on opposition to motion to strike	GL 4001		2.50	390.00	975.00	
Nov 29, 2023	MSZ	electronic mail message to Jeff Ellis regarding request for information	GL 4001		0.10	390.00	39.00	
Nov 29, 2023	EAN	Finalize opposition to motion to strike	GL 4001		0.40	115.00	46.00	
Nov 30, 2023	MSZ	electronic mail message from Jeff Ellis regarding information for opposition to motion to strike	GL 4001		0.10	390.00	39.00	
Nov 30, 2023	MSZ	review file and prepare for telephone call with opposing counsel	GL 4001		0.40	390.00	156.00	
Nov 30, 2023	MSZ	telephone conversation with opposing counsel regarding proposed order and memorandum to file regarding same	GL 4001		0.60	390.00	234.00	
Nov 30, 2023	MSZ	revise opposition to motion to strike and electronic mail message to Attorneys Bill Coates and Ross Plyler regarding same	GL 4001		0.30	390.00	117.00	
Dec 1, 2023	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding opposing and communication with opposing counsel	GL 4001		0.10	390.00	39.00	
Dec 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy, worked .3 hours, bill for .2 hours - no charge to client	GL 4001		0.10			
Dec 1, 2023	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy, worked .3 hours, bill for .2 hours	GL 4001		0.20	390.00	78.00	
Dec 1, 2023	MSZ	review file regarding opposition to motions to alter or amend judgment and motion for attorney's fees	GL 4001		0.20	390.00	78.00	
Dec 1, 2023	MSZ	electronic mail message to Attorney Bill Coates regarding opposition to motion and motion for attorney's fees	GL 4001		0.10	390.00	39.00	
Dec 1, 2023	MSZ	telephone conversation with Attorney Bill Coates regarding strategy regarding proposed order and motions	GL 4001		0.20	390.00	78.00	
Dec 14, 2023	MSZ	electronic mail message to opposing counsel regarding comments on proposed order	GL 4001		0.10	390.00	39.00	
Dec 15, 2023	MSZ	review defendant's motion to alter or amend judgment and work on opposition	GL 4001		0.40	390.00	156.00	

7 hours Text 2551

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Dec 19, 2023	MSZ	review file for motion for attorney's fees and electronic mail messages to and from Elizabeth A. Nicolai regarding same	GL 4001		0.20	390.00	78.00	
Dec 20, 2023	MSZ	electronic mail messages to and from opposing counsel regarding proposed order	GL 4001		0.20	390.00	78.00	
Dec 20, 2023	MSZ	research law for opposition to motion to alter or amend judgment	GL 4001		0.10	390.00	39.00	
Dec 21, 2023	MSZ	review invoice from Attorney Bill Coates and electronic mail messages to and from Bill regarding same - no charge to client	GL 4001		0.10			
Jan 2, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of proposed order and electronic mail message to judge and court clerk	GL 4001		0.10	390.00	39.00	
Jan 3, 2024	MSZ	electronic mail messages to and from Attorney Bill Coates regarding proposed message to court on case status	GL 4001		0.10	390.00	39.00	
Jan 3, 2024	MSZ	receive and review electronic mail message from Attorney Bill Coates to court clerk regarding status of proposed order	GL 4001		0.10	390.00	39.00	
Jan 4, 2024	MSZ	electronic mail messages from and to Tamara Hannon regarding outstanding invoice and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	390.00	39.00	
Jan 18, 2024	MSZ	receive and review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Jan 25, 2024	MSZ	electronic mail messages from and to and telephone conversation with Attorney Bill Coates regarding status of joint order from opposing counsel	GL 4001		0.20	390.00	78.00	
Jan 25, 2024	MSZ	electronic mail message to opposing counsel regarding status of joint order	GL 4001		0.10	390.00	39.00	
Jan 25, 2024	MSZ	electronic mail message from opposing counsel regarding status of joint order and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.20	390.00	78.00	
Jan 29, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding his communication with opposing counsel on status of joint order	GL 4001		0.10	390.00	39.00	
					2.1 hours		585	

[redacted]

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

PreBill (Billable - Sorted by Date) **File 2019005**

For the period ending March 1, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold	Hours	Rate	Subtotal	Tax
Time Activities								
Feb 1, 2024	MSZ	review trial transcript and defendants' proposed revisions to draft proposed order	GL 4001		0.60	413.00	247.80	
Feb 1, 2024	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.20	413.00	82.60	
Feb 1, 2024	MSZ	electronic mail message from opposing counsel regarding proposed order	GL 4001		0.10	413.00	41.30	
Feb 2, 2024	MSZ	continue review of defendant's proposed order and trial transcript	GL 4001		1.20	413.00	495.60	
Feb 5, 2024	MSZ	continue review of defendant's proposed order and trial transcript and continue work on motion to strike	GL 4001		3.70	413.00	1,528.10	
Feb 5, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendant's proposed order and proposed strategy	GL 4001		0.10	413.00	41.30	
Feb 5, 2024	MSZ	electronic mail message to opposing counsel regarding proposed order	GL 4001		0.20	413.00	82.60	
Feb 5, 2024	MSZ	telephone conversation with Attorney Bill Coates regarding strategy for proposed order and motion for attorney's fees	GL 4001		0.30	413.00	123.90	
Feb 5, 2024	MSZ	electronic mail messages from opposing counsel regarding proposed orders, review applicable rules and electronic mail message to opposing counsel	GL 4001		1.20	413.00	495.60	
Feb 6, 2024	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding communication with opposing counsel on proposed order	GL 4001		0.10	413.00	41.30	
Feb 7, 2024	MSZ	receive and review electronic mail messages from opposing counsel and comments on proposed order	GL 4001		0.10	413.00	41.30	
Feb 8, 2024	MSZ	review file and revise and comment on proposed orders	GL 4001		5.70	413.00	2,354.10	
Feb 8, 2024	MSZ	electronic mail message to Attorneys Bill Coates and Ross Plyler regarding proposed order	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	continue work on comments and revisions to proposed orders	GL 4001		0.40	413.00	165.20	
Feb 9, 2024	MSZ	electronic mail message to opposing counsel regarding proposed orders	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from Attorney Ross Plyler regarding notice of filings	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to court clerk regarding proposed order and trial transcript and further electronic mail messages from and to Attorney Ross Plyler regarding same	GL 4001		0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail messages to David Shalaby, President at Poly-Med, Inc. regarding proposed orders filed with the court	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to Attorney Ross Plyler regarding proposed orders and communication with court	GL 4001		0.20	413.00	82.60	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Feb 9, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates and Ross Plyler regarding communications with court	GL 4001		0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail message to court clerk regarding original proposed order	GL 4001		0.20	413.00	82.60	
Feb 9, 2024	MSZ	electronic mail messages from court clerk and Attorney Ross Plyler regarding court filings	GL 4001		0.10	413.00	41.30	
Feb 9, 2024	MSZ	electronic mail messages from and to David Shalaby, President at Poly-Med, Inc. regarding defendant's proposed order	GL 4001		0.10	413.00	41.30	
Feb 15, 2024	MSZ	receive and review invoice from Attorney Bill Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Feb 19, 2024	MSZ	research, work on opposition to motion for attorney fees and motion for attorney's fees	GL 4001		0.50	413.00	206.50	
Feb 20, 2024	MSZ	electronic mail message from opposing counsel to court clerk regarding propose order	GL 4001		0.10	413.00	41.30	
Feb 20, 2024	MSZ	receive and review electronic mail message from court clerk and proposed orders to be reviewed by the judge	GL 4001		0.20	413.00	82.60	
Feb 20, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding proposed order to be reviewed by the court	GL 4001		0.30	413.00	123.90	
Feb 20, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding proposed order submission and possible appeal, worked .3 hours, bill for .2 hours - no charge to client	GL 4001		0.10			
Feb 20, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding proposed order submission and possible appeal, worked .3 hours, bill for .2 hours	GL 4001		0.20	413.00	82.60	
Feb 27, 2024	MSZ	electronic mail message from judge's secretary regarding order and judgment and electronic mail message to Attorney Bill Coates regarding same	GL 4001		0.10	413.00	41.30	
Feb 27, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding court request regarding form 4 order, electronic mail message to judge's secretary and electronic mail message to opposing counsel regarding same	GL 4001		0.20	413.00	82.60	
Feb 27, 2024	MSZ	electronic mail message from judge' secretary regarding judgment and electronic mail messages to and from Attorney Bill Coates regarding same and regarding attorney's fees affidavit	GL 4001		0.10	413.00	41.30	
Feb 27, 2024	MSZ	review file and draft Form 4 judgment	GL 4001		0.50	413.00	206.50	
Feb 27, 2024	MSZ	receive and review court final order, compare to draft and electronic mail messages to David Shalaby, President at Poly-Med, Inc. and Attorney Bill Coates regarding same	GL 4001		0.50	413.00	206.50	
Feb 27, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding approval of form 4 judgment	GL 4001		0.10	413.00	41.30	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Feb 27, 2024	MSZ	research effect of interim judgment on appeal period and interest and calculate interest	GL 4001		1.10	413.00	454.30	
Feb 28, 2024	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding judgment	GL 4001		0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail message to court clerk regarding proposed judgment	GL 4001		0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail messages from and to opposing counsel regarding proposed judgment	GL 4001		0.10	413.00	41.30	
Feb 28, 2024	MSZ	electronic mail message from judge's secretary regarding form 4 judgment	GL 4001		0.10	413.00	41.30	
Feb 28, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding judgment and strategy	GL 4001		0.20	413.00	82.60	
Feb 28, 2024	MSZ	electronic mail messages from and to judge's secretary regarding judgment, complete new form 4 judgment per court's request and electronic mail message to opposing counsel regarding same	GL 4001		0.50	413.00	206.50	
Feb 29, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding status of judgment and electronic mail messages to and from opposing counsel regarding need for response	GL 4001		0.20	413.00	82.60	
Feb 29, 2024	MSZ	electronic mail message from opposing counsel regarding proposed form 4 judgment	GL 4001		0.10	413.00	41.30	
Feb 29, 2024	MSZ	electronic mail message to judge' secretary regarding agreed upon proposed form 4 judgment	GL 4001		0.10	413.00	41.30	
			Total Time		20.90 Hours		8,549.10	

[redacted]

371.1 hours $131,978.60

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EXHIBIT

B

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

PreBill (Already Billed Disbursements - by Date)

For the period ending January 31, 2024

NICOLAI LAW GROUP, P.C.

EX. B

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold		Subtotal	Tax
[redacted]							
Oct 3, 2023	EAN	Invoice for certified copy of transcript from deposition of David Shalaby	GL 4500	1.00	414.45	414.45	
Oct 11, 2023	MSZ	Gas expense for trial	GL 4500	1.00	19.95	19.95	
Oct 11, 2023	MSZ	Meals Expenses for Trial	GL 4501	1.00	75.23	75.23	
Oct 11, 2023	MSZ	Hotel Charges for Trial	GL 4501	1.00	354.74	354.74	
Oct 11, 2023	MSZ	Rental Car for Trial	GL 4500	1.00	212.58	212.58	
Oct 11, 2023	MSZ	Mileage to and from airport for trial	GL 4501	30.00	0.58	17.40	
Oct 11, 2023	MSZ	Parking for Trial	GL 4501	1.00	46.70	46.70	
[redacted]							

Total $1,141,05

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EXHIBIT

C

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

PreBill (Already Billed Time - by Date) **File 2019005**

For the period ending July 31, 2024 **EX. C** Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Mar 1, 2024	PPN	Work on receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc.	GL 4001		0.10	461.00	46.10	
Mar 1, 2024	MSZ	receive and review electronic mail message and final order and judgment from Attorney Bill Coates	GL 4001		0.30	413.00	123.90	
Mar 1, 2024	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding park owners, review file and electronic mail message to Dave regarding same	GL 4001		0.10	413.00	41.30	
Mar 1, 2024	MSZ	electronic mail message from and to David Shalaby, President at Poly-Med, Inc. regarding order and judgment	GL 4001		0.10	413.00	41.30	
Mar 1, 2024	MSZ	electronic mail message to Stephen L. Brown, Esq. at Young Clement Rivers, LLP regarding possible appeal	GL 4001		0.10	413.00	41.30	
Mar 1, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding strategy	GL 4001		0.20	413.00	82.60	
Mar 1, 2024	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc. to park owners	GL 4001		0.10	413.00	41.30	
Mar 1, 2024	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding action against Research Park and review court docket online	GL 4001		0.20	413.00	82.60	
Mar 3, 2024	MSZ	review billing and work on motion for attorney's fees and costs	GL 4001		0.20	413.00	82.60	
Mar 3, 2024	MSZ	receive and review electronic mail message from David Shalaby, President at Poly-Med, Inc. and Tile USA regarding court order	GL 4001		0.10	413.00	41.30	
Mar 4, 2024	MSZ	review and redact billing for submission to court and work on affidavit of fees and costs	GL 4001		1.10	413.00	454.30	
Mar 4, 2024	MSZ	receive and review court decision on Novus motion to file sur-reply and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	413.00	41.30	
Mar 5, 2024	MSZ	continue review and redaction of billing, calculate fees and prepare affidavit of fees and costs 3.9 hours, charge for 3.0	GL 4001		3.00	413.00	1,239.00	
Mar 5, 2024	MSZ	continue review and redaction of billing, calculate fees and prepare affidavit of fees and costs 3.9 hours, charge for 3.0, no charge to client	GL 4001		0.90			
Mar 6, 2024	MSZ	telephone call from Attorney Bill Coates regarding motion for attorney's fees and affidavits	GL 4001		0.10	413.00	41.30	
Mar 6, 2024	MSZ	review electronic mail message and affidavit from Attorney Bill Coates and electronic mail message to Bill regarding same	GL 4001		0.10	413.00	41.30	
Mar 6, 2024	MSZ	continue work on affidavit of fees and costs and motion for fees and electronic mail messages to Attorney Bill Coates regarding same	GL 4001		0.50	413.00	206.50	
Mar 7, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding billing records for affidavit and review same	GL 4001		0.10	413.00	41.30	

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Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Mar 7, 2024	MSZ	receive and review electronic mail message from Attorney Bill Coates and draft motion for attorney's fees	GL 4001		0.40	413.00	165.20	
Mar 8, 2024	MSZ	continue work on affidavit in support of motion for fees	GL 4001		0.10	413.00	41.30	
Mar 8, 2024	MSZ	electronic mail message to Attorney Bill Coates regarding affidavit in support of motion for attorney's fees	GL 4001		0.10	413.00	41.30	
Mar 8, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding motion for attorney's fees	GL 4001		0.10	413.00	41.30	
Mar 11, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding defendant's motion to reconsider	GL 4001		0.10	413.00	41.30	
Mar 15, 2024	MSZ	receive and review notice of hearing on motions and electronic mail message to and from Attorney Bill Coates regarding same	GL 4001		0.10	413.00	41.30	
Mar 15, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding hearing on motions	GL 4001		0.10	413.00	41.30	
Mar 15, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding defendant's motion and notice of hearing	GL 4001		0.10	413.00	41.30	
Mar 28, 2024	MSZ	receive and review court notice of hearing on motions, no charge to client	GL 4001		0.10			
Apr 1, 2024	MSZ	electronic mail message from Attorney Russell Hines regarding appeal, review file and electronic mail message to Russel regarding same	GL 4001		0.20	413.00	82.60	
Apr 1, 2024	MSZ	telephone conversation with Attorney Russell Hines regarding procedural history and appeal	GL 4001		0.40	413.00	165.20	
Apr 9, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding hearing and opposition to motion for reconsideration	GL 4001		0.10	413.00	41.30	
Apr 15, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding photos for hearing	GL 4001		0.10	413.00	41.30	
Apr 15, 2024	MSZ	electronic mail messages from and to Jeff Ellis regarding photos of trailers	GL 4001		0.10	413.00	41.30	
Apr 15, 2024	MSZ	electronic mail messages to Attorney Bill Coates regarding draft opposition to motion for reconsideration	GL 4001		0.10	413.00	41.30	
Apr 15, 2024	MSZ	electronic mail message to Attorney Bill Coates regarding communication with clerk's office on hearing	GL 4001		0.10	413.00	41.30	
Apr 15, 2024	MSZ	work on opposition to motion for reconsideration	GL 4001		2.90	413.00	1,197.70	
Apr 15, 2024	EAN	Plaintiffs' Opposition to Motion to Alter or Amend Judgment & Second Motion for Reconsideration	GL 4001		0.50	130.00	65.00	
Apr 16, 2024	MSZ	review invoice from Cassidy Coates and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same - no charge to client	GL 4001		0.10			
Apr 16, 2024	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding strategy for hearing	GL 4001		0.10	413.00	41.30	

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Apr 16, 2024	MSZ	electronic mail messages from court clerk and Attorney Bill Coates office regarding cancelation of hearing and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding same	GL 4001		0.10	413.00	41.30	
Apr 16, 2024	MSZ	telephone call from David Shalaby, President at Poly-Med, Inc. regarding cancelled hearing and other issues	GL 4001		0.20	413.00	82.60	
May 24, 2024	MSZ	receive and review Cassidy Coates invoice and electronic mail messages to Attorney Bill Coats regarding apparent discrepancy, worked .2 hours, bill for .1 hour	GL 4001		0.10	413.00	41.30	
May 24, 2024	MSZ	receive and review Cassidy Coates invoice and electronic mail messages to Attorney Bill Coats regarding apparent discrepancy, worked .2 hours, bill for .1 hour - no charge to client	GL 4001					
May 29, 2024	MSZ	review file and electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding case status	GL 4001		0.20	413.00	82.60	
May 30, 2024	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding case status	GL 4001		0.10	413.00	41.30	
Jun 21, 2024	MSZ	electronic mail messages from and to Attorney Bill Coates regarding hearing on outstanding motions	GL 4001		0.10	413.00	41.30	
Jun 21, 2024	PPN	electronic mail message David Shalaby, President at Poly-Med, Inc. regarding hearing on motions and roster type	GL 4001		0.10	461.00	46.10	
Jun 21, 2024	PPN	electronic mail messages from and to Attorney Bill Coates regarding type of and position on roster for motion hearing	GL 4001		0.10	461.00	46.10	
Jun 25, 2024	MSZ	electronic mail message to David Shalaby, President at Poly-Med, Inc. regarding subpoena to Innovate Anderson	GL 4001		0.10	413.00	41.30	
Jun 25, 2024	MSZ	electronic mail message from David Shalaby, President at Poly-Med, Inc. regarding subpoenaed records, review file and electronic mail message to Dave regarding same	GL 4001		0.30	413.00	123.90	
				Total Time	14.70 Hours		5,489.70	

A/R Balance	Trust Balance	T&B Billable	Total Due	T&B Fees Billed	T&B Disburse Billed	Last Billed
298.70	Nil	5,489.70	5,788.40	156,045.30	2,880.04	Jul 8, 2024

Resp	Opened	Long Desc
PPN	Jan 11, 2019	Poly-Med, Inc. v. Research Park, LLC

ELECTRONICALLY FILED - 2024 Aug 07 4:18 PM - ANDERSON - COMMON PLEAS - CASE#2021CP401349

PreBill (Billable Time - by Date)

For the period ending July 31, 2024

NICOLAI LAW GROUP, P.C.

File 2019005

Poly-Med, Inc. / David Shalaby, President

PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold			Subtotal	Tax
Jul 18, 2024	MSZ	telephone conversation with Attorney Bill Coates regarding hearing on motions for attorney's fees and reconsideration	GL 4001		0.10	413.00	41.30	
Jul 19, 2024	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding hearing on motions and status of park and buildings	GL 4001		0.10	413.00	41.30	
Jul 22, 2024	MSZ	electronic mail message to Attorney Bill Coates regarding status of hearing	GL 4001		0.10	413.00	41.30	
Jul 23, 2024	MSZ	electronic mail message from Attorney Bill Coates regarding hearing on outstanding motions	GL 4001		0.10	413.00	41.30	
Jul 23, 2024	MSZ	review file and prepare for hearing on outstanding motions	GL 4001		2.30	413.00	949.90	
Jul 23, 2024	MSZ	draft list of outstanding motions and electronic mail message to Attorney Bill Coates, telephone conversation with Bill regarding same and electronic mail message to opposing counsel regarding same	GL 4001		0.30	413.00	123.90	
Jul 23, 2024	MSZ	electronic mail messages from and to opposing counsel and Attorney Bill Coates regarding list of motions to be decided	GL 4001		0.10	413.00	41.30	
Jul 23, 2024	MSZ	telephone conference call with David Shalaby, President at Poly-Med, Inc., Mary An Merchant, PMI Counsel and Attorney Paul Peter Nicolai regarding Borem and Arthrex	GL 4001		0.30	413.00	123.90	
Jul 23, 2024	MSZ	receive and review electronic mail message from Attorney Bill Coates to judge and court clerk regarding matters to be heard	GL 4001		0.10	413.00	41.30	
Jul 24, 2024	MSZ	travel to and from Anderson for hearing, worked 14.6 hours, bill for 7.3 hours - no charge to client	GL 4001		7.30			
Jul 24, 2024	MSZ	attend hearing on outstanding motions and waiting time	GL 4001		2.50	413.00	1,032.50	
Jul 24, 2024	MSZ	travel to and from Anderson for hearing, worked 14.6 hours, bill for 7.3 hours	GL 4001		7.30	413.00	3,014.90	
Jul 25, 2024	MSZ	telephone conversation with David Shalaby, President at Poly-Med, Inc. regarding hearing on motions and strategy	GL 4001		0.60	413.00	247.80	
Jul 25, 2024	MSZ	electronic mail message to Jeff Ellis regarding plan of action	GL 4001		0.30	413.00	123.90	
Jul 25, 2024	MSZ	research regarding conversion for supplemental memorandum	GL 4001		0.70	413.00	289.10	
Jul 26, 2024	MSZ	Telephone call from Attorney Paul Peter Nicolai on status and planning	GL 4001		0.20	413.00	82.60	
Jul 26, 2024	PPN	Telephone call to Attorney Marwan S. Zubi on status and planning	GL 4001		0.20	461.00	92.20	
Jul 26, 2024	MSZ	receive and review court decision on outstanding motions and electronic mail messages from and to Attorney Bill Coates regarding same	GL 4001		0.20	413.00	82.60	

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PreBill (Billable Time - by Date)

File 2019005

For the period ending July 31, 2024

Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C.

PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Jul 26, 2024	MSZ	receive and review electronic mail messages from Attorney Bill Coates and court clerk regarding correcting court decision	GL 4001	0.10	413.00	41.30	
			Total Time	22.90 Hours		6,452.40	

A/R Balance	Trust Balance	T&B Billable	Total Due	T&B Fees Billed	T&B Disburse Billed	Last Billed
298.70	Nil	6,452.40	6,751.10	156,045.30	2,880.04	Jul 8, 2024

Resp	Opened	Long Desc
PPN	Jan 11, 2019	Poly-Med, Inc. v. Research Park, LLC

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PreBill (Already Billed Disbursements - by Date) **File 2019005**

For the period ending July 31, 2024 Poly-Med, Inc. / David Shalaby, President

NICOLAI LAW GROUP, P.C. PMI v. Research Park / PPN

Date	Initials	Description	Gl No	Hold		Subtotal	Tax
Mar 29, 2024	MSZ	Flight to South Carolina for Hearing	GL 4501	1.00	577.63	577.63	
Apr 10, 2024	MSZ	flight change fee for travel to South Carolina for delayed hearing	GL 4500	1.00	56.82	56.82	
Apr 17, 2024	MSZ	Car rental fee for travel to South Carolina for hearing	GL 4500	1.00	48.17	48.17	
		Total Disbursements				682.62	

A/R Balance	Trust Balance	T&B Billable	Total Due	T&B Fees Billed	T&B Disburse Billed	Last Billed
298.70	Nil	682.62	981.32	156,045.30	2,880.04	Jul 8, 2024

Resp	Opened	Long Desc
PPN	Jan 11, 2019	Poly-Med, Inc. v. Research Park, LLC

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	**SUPPLEMENTAL AFFIDAVIT OF WILLIAM A. COATES**
Plaintiffs,	)	
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

PERSONALLY APPEARED BEFORE ME: William A. Coates, who deposes and says:

1. I have personal knowledge of the facts contained in this affidavit, except those expressly denominated as "upon information and belief."

2. This affidavit supplements my affidavit filed with the Court on March 8, 2024. ("Original Affidavit")

3. All averments in my Original Affidavit are adopted herein, unless expressly so stated.

4. I adopt these statements contained in paragraphs 19, 34, and 35 of the Revised Affidavit of Marwan S. Zubi also filed on this date.

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5. As set forth in my Original Affidavit, the total legal fees incurred by the Plaintiff's to Cassidy Coates Price in this matter through February 29, 2024 are $63,562.50.

6. As set forth in my original affidavit, Cassidy Coates Price advanced a total of 4, 100.48 in expenses for this litigation.

7. As set forth in the attached exhibit, since March 1, 2024 the additional legal fees incurred by Cassidy Coates Price total $4,721.50 dollars through August 5, 2024, and $63.48 dollars in expenses. **(EX. A)**

8. As set forth in my original affidavit I believe the total fees and expenses are fair and reasonable and consistent with those charged by other similarly experienced professionals in this State.

FURTHER AFFIANT SAYETH NOT:

The foregoing instrument was acknowledged before me this 7th day of August 2024, by William A. Coates, who is personally known to me.

SWORN to before me this 7th
Day of August 2024.
Notary Public for South Carolina

TRACI D. LARKINS
Notary Public - State of South Carolina
My Commission Expires
April 24, 2033

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EXHIBIT

A

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CASSIDY COATES PRICE

Wednesday, August 7, 2024

Marwan Zubi
Nicolai Law Group, PC
1500 Main Street, Suite 1914
Springfield, MA 01115

RE : Poly-Med, Inc v. Research Park, LLC and Innovate Anderson

TIME KEEPER SUMMARY

TKPR	Name	Hours	Rate	Amount
WAC	William A. Coates, Partner	13.00	$330.00	$4,290.00
RBP	Ross B. Plyler, Partner	0.90	$300.00	$270.00
TTH	Tiffany T. Hammett, Paralegal	1.70	$95.00	$161.50
	Totals	**15.60**		**$4,721.50**

3/1/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/1/2024	WAC	Receipt and review of email traffic w/ Tom Vanderbloom	0.20	
		3/1/2024 Subtotal	**0.20**	**$66.00**

3/6/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/6/2024	WAC	Long distance call to Marwan Zubi	0.20	
3/6/2024	WAC	Preparation affidavit in support Plaintiff attorney's fees	0.20	
3/6/2024	WAC	Review of draft attorney's fees motion	0.20	
3/6/2024	RBP	Receipt and review of attorneys fees affidavits	0.10	
		3/6/2024 Subtotal	**0.70**	**$228.00**

3/7/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/7/2024	WAC	Preparation affidavit in support of attorney's fee motion; email traffic	0.50	
		3/7/2024 Subtotal	**0.50**	**$165.00**

3/8/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/8/2024	WAC	Receipt and review of amendment to Zubi Affidavit	0.30	
3/8/2024	WAC	Receipt and review of email traffic	0.20	
3/8/2024	WAC	Receipt and review of defendant's motion to reconsider	0.30	
3/8/2024	WAC	Conference with Meredith Swetenburg and Ross Plyler	0.50	

3/8/2024	RBP	Receipt of e-filed motion to reconsider, motion for attorneys fees; emailed both filed motions to Marwan Zubi.	0.40	
		3/8/2024 Subtotal	**1.70**	**$549.00**

3/11/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/11/2024	TTH	Receipt and review of NEF email from Court regarding filed Defendant's Second Motion to Reconsider; download same and save to file	0.20	
		3/11/2024 Subtotal	**0.20**	**$19.00**

3/15/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
3/15/2024	TTH	Receipt and review of email from Court advising of motion hearing scheduled before Judge McIntosh for 4-17-24 pertaining to Plaintiffs' Motion for Attorney's Fees and Defendant Research Park's Motion to Reconsider; calendar same	0.20	
3/15/2024	WAC	Receipt and review of court notice re hearing	0.30	
3/15/2024	WAC	Receipt and review of Zubi email re; Plaintiff	0.30	
		3/15/2024 Subtotal	**0.80**	**$217.00**

4/15/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/15/2024	WAC	Review email traffic	0.20	
4/15/2024	WAC	Review of defendants memo opposition to attorneys' fee motion	0.20	
4/15/2024	WAC	Review of Plaintiff's opposition to Defendant's consolidated motions.	1.00	
		4/15/2024 Subtotal	**1.40**	**$462.00**

4/16/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
4/16/2024	WAC	Receipt and review of email traffic	0.20	
4/16/2024	TTH	Receipt and review of NEF email from Court regarding filed Research Park's Memo in Opposition of Plaintiff's Request for an Award of Attorneys' Fees; download same and save to file	0.20	
4/16/2024	TTH	Receipt and review of NEF email from Court regarding filed Plaintiffs' Memo in Opposition to Defendant's Consolidated Motions; download same and save to file	0.20	
4/16/2024	RBP	Receipt of notice from Clerk of Court (hearings tomorrow cancelled)	0.10	
4/16/2024	TTH	Receipt and review of email from Clerk of Court advising that hearings scheduled for 4-17-24 have been canceled due to a jury trial moving forward; will be rescheduled for next non-jury term	0.10	

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		4/16/2024 Subtotal	**0.80**	**$143.50**

5/23/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
5/23/2024	TTH	Receipt and review of NEF email from Court regarding filed Order for Protection from Court Appearance for attorney Moorhead for 6-17-24 through 6-21-24; download same and save to file	0.20	
		5/23/2024 Subtotal	**0.20**	**$19.00**

6/21/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
6/21/2024	TTH	Receipt and review of emails from Court regarding hearings scheduled for 7-24-24 for Plaintiff's Motion to Reconsider and Motion for Attorneys' Fees, and Defendant's Motion to Reconsider and Motion to Alter or Amend Judgment; calendar same	0.20	
6/21/2024	WAC	Receipt and review of notice of motions hearing; email traffic w/Zubi	0.30	
		6/21/2024 Subtotal	**0.50**	**$118.00**

7/18/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/18/2024	WAC	Telephone conference with Marwan Zubi	0.20	
		7/18/2024 Subtotal	**0.20**	**$66.00**

7/22/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/22/2024	WAC	Receipt and review of email traffic re: hearing	0.20	
		7/22/2024 Subtotal	**0.20**	**$66.00**

7/23/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/23/2024	WAC	Receipt and review of email traffic re hearing	0.40	
7/23/2024	WAC	Review of list of documents	0.20	
7/23/2024	WAC	Review of documents re;hearing	1.00	
7/23/2024	WAC	Telephone conference with Marwan Zubi	0.20	
		7/23/2024 Subtotal	**1.80**	**$594.00**

7/24/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/24/2024	WAC	Travel to and from Anderson	2.00	
7/24/2024	WAC	Attendance at hearing	2.00	
		7/24/2024 Subtotal	**4.00**	**$1,320.00**

7/26/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/26/2024	WAC	Review of format	0.10	
7/26/2024	WAC	Receipt and review of email traffic	0.40	
7/26/2024	RBP	Receipt of Form 4 Order (denying motion to reconsider, affirming attorneys fees)	0.20	

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7/26/2024	TTH	Receipt and review of NEF email from Court regarding filed Form 4 Order regarding Plaintiff's Motion to Reconsider; download same and save to file	0.20	
		7/26/2024 Subtotal	**0.90**	**$244.00**

7/29/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/29/2024	TTH	Receipt and review of NEF email from Court regarding filed Amended Form 4 Order regarding Defendant's Motion to Reconsider; download same and save to file	0.20	
		7/29/2024 Subtotal	**0.20**	**$19.00**

7/30/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
7/30/2024	WAC	Legal Research:; preparation of addition to affidavit	1.20	
		7/30/2024 Subtotal	**1.20**	**$396.00**

8/5/2024

Date	TKPR	DESCRIPTION OF SERVICES	HOURS	Amount
8/5/2024	RBP	Review of revised Form 4 Order	0.10	
		8/5/2024 Subtotal	**0.10**	**$30.00**
TOTAL SERVICE RENDERED			**15.60**	**$4,721.50**

EXPENSE ADVANCED

Date	Code	Description	Amount
03/21/2024	E112 Court fees	Anderson County Common Pleas Court - Efiling #153840812	$31.74
04/16/2024	E112 Court fees	Anderson County Common Pleas Court #154389884	$31.74
TOTAL EXPENSE ADVANCED		**$63.48**	

Payments & Credits $0.00

WE APPRECIATE YOUR BUSINESS. THANK YOU!

PLEASE REFERENCE ALL PAYMENTS WITH INVOICE NUMBER

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' MEMORANDUM REGARDING REMOVAL OF OFFICE TRAILERS**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Pursuant to this Court's direction at a July 24, 2024 hearing in this action, the Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, hereby submit their plan with respect to the office trailers as issue in this case.

Poly-Med plans to remove the office trailers at 51 Technology Drive, in the Clemson Research Park and build an addition on its existing building at that address. On or about May 15, 2024 and July 10, 2024, Poly-Med representatives met with potential builders and are awaiting construction estimates from them. Poly-Med hopes and expects to have the estimates this month. On or about July 30, 2024, Poly-Med obtained preliminary construction plans for the addition from its architect.

Poly-Med plans to relocate 27 employees from two of the three trailers (Trailers 2 & 3) in November 2024 and temporarily relocate them to Poly-Med's Liberty, SC facility. Poly-Med started working with furniture companies on or about March 18, 2024 and, on or about July 11, 2024, issued a purchase order for the furniture for use by the employees at the Liberty, SC location. The furniture is scheduled to arrive in October 2024. Poly-Med plans to remove Trailers 2 & 3 in

December 2024. It would then start construction of the addition at 51 Technology Drive. Upon completion of the addition, Poly-Med would move the remaining 21 employees from Trailer 1 and it would also be removed from the premises.

Once Poly-Med has chosen a builder, it will take approximately a month to create detailed plans and drawings. Those plans and drawings will be submitted to the Defendant, Research Park, pursuant to the Covenants and to the county for approval. Poly-Med hopes and expects that the Defendant will approve its plans in a timely fashion. It is anticipated it will take approximately 3 months to obtain approval from the county. Poly-Med currently estimates it would take approximately one year to complete construction once it is started. Assuming there are no unforeseen difficulties or other setbacks, Poly-Med hopes to complete construction and remove the last trailer in March 2026.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
Ross B. Plyler, SC Bar No. 71688
(1052 North Church Street, 29601)
P. O. Box 10529
Greenville, SC 29603
864.349.2600 – Phone
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Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
August 7, 2024

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OF COUNSEL:

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' SUPPLEMENTAL MEMORANDUM ON THEIR CONVERSION CLAIM**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Pursuant to this Court's direction at a July 24, 2024 hearing, the Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, hereby submit this brief supplemental memorandum regarding their claim for conversion.

"Conversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights. Conversion may arise by some illegal use or misuse, or by illegal detention of another's personal property. Conversion is a wrongful act which emanates by either a wrongful taking or wrongful detention." *Hawkins v. City of Greenvi*lle, 358 S.C. 280, 297 (Ct. App. 2004) (internal quotations and citations omitted). "Conversion is a tortious act and 'may arise either by a wrongful taking of the chattel or by some other illegal assumption of ownership, by illegally using or misusing it, or by wrongful detention.'" Castell v. Stephenson Fin. Co., 244 S.C. 45, 50–51, 135 S.E.2d 311, 313 (1964)(quoting *Young v. Corbitt Motor Truck Co.*, 148 S.C. 511, 146 S.E. 534, 542 (1929). Conversion may result by securing money, "illegally, tortiously, by fraud, or other wrongful conduct." *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 499, 392 S.E.2d 789, 793

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(1990). "If a party wrongfully assume[s] property in goods belonging to another, or wrongfully use[s] them, it amounts to a direct conversion. . . *McPherson v. Neuffer & Hendrix*, 45 S.C.L. 267, 281 (S.C. App. L. 1858).

In this case, the Defendant, Research Park, LLC, secured the Plaintiffs' money "tortiously by fraud, or other wrongful conduct" *and* misused it. Research Park invoiced the Plaintiffs, and other Parcel Owners in the Park, for "Common Area Maintenance"[1] knowing the funds would, for the most part, be used to pay Research Park's mortgage or go into the pocket of its sole manager/member, Dan Wagner. When the Plaintiffs inquired as to what the funds were used for, the Defendant refused to say, and refused to provide any form of accounting of the maintenance fees collected until ordered to do so by this Court. Research Park refused to account for the funds it collected for maintenance because it knew the funds were not being used for maintenance or upkeep and likely knew that if the Owners knew that Research Park was profiting from the fees, they would not have been paid.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/William A. Coates
William A. Coates, SC Bar No. 1289
Ross B. Plyler, SC Bar No. 71688
(1052 North Church Street, 29601)
P. O. Box 10529
Greenville, SC 29603
864.349.2600 – Phone
864.349.0303 – Fax

Attorney for Plaintiffs Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC

Greenville, South Carolina
August 8, 2024

[1] *See* Plaintiffs' Trial Exhibit 13.

OF COUNSEL:

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Case No. 2021-CP-04-01349

Poly-Med, Inc., Technology Drive 51, LLC,
Technology Drive 52, LLC, and PMI Properties LLC . . . . . Respondents,

v.

Research Park, LLC . . . . . Appellant.

NOTICE OF APPEAL

Research Park, LLC hereby appeals the following Orders of the Honorable R. Lawton McIntosh: (1) an Order dated November 6, 2023, which is attached hereto as **Attachment A**; (2) a Decision dated February 23, 2024, which is attached hereto as **Attachment B**; (3) a Decision dated February 29, 2024, which is attached hereto as **Attachment C**; (4) an Order dated July 26, 2024, which is attached hereto as **Attachment D**; and (5) an Order dated July 29, 2024, which is attached hereto as **Attachment E**. Appellant received written notice of the entry of each Order via email on the date each respective Order was entered.

Separately and by U.S. Mail, Appellant has submitted the filing fee to the Clerk of Court.

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Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
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(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Appellant

Filed this 25th Day of August, 2024.
Greenville, South Carolina

Other Counsel of Record:

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Attorneys for Respondents

ATTACHMENT A

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0401349

Poly-Med Inc., et al.
PLAINTIFF(S)

Research Park LLC
DEFENDANT(S)

Submitted by: R. Lawton McIntosh	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

WHILE DEFENDANT HAD THE UNAMBIGUOUS RIGHT TO CHARGE THE PRESCRIBED AMOUNTS IN THE COVENANTS, WHICH WAS $300 PER ACRE COMPOUNDED 10% ANNUALLY, FOR MAINTENANCE AND UPKEEP, DEFENDANT WAS REQUIRED BY THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND POSSIBLY HAD A FIDUCIARY DUTY TO USE THE MONIES CHARGED FOR THE PURPOSE OF MAINTENANCE AND UPKEEP. THE FEES CHARGED FOR MAINTENANCE AND UPKEEP WERE NOT INTENDED TO BE A PROFIT-MAKING MECHANISM. THE COURT FINDS THAT PLAINTIFF IS ENTITLED TO DAMAGES IN THE AMOUNT OF $65,724.23. THIS AMOUNT REPRESENTS THE DIFFERENCE IN WHAT DEFENDANT CHARGED PLAINTIFF FOR MAINTENANCE AND UPKEEP AND THE AMOUNT DEFENDANT ACTUALLY SPENT ON MAINTENANCE AND UPKEEP FROM THE TIME DEFENDANT TOOK OWNERSHIP OF THE PROPERTY TO PRESENT.

FURTHER, THE COURT FINDS THAT WHEN TAKING THE COVENANTS INTO CONSIDERATION AS A WHOLE, DEFENDANT IS UNDER NO OBLIGATION OR REQUIREMENT TO CONVEY COMMON AREAS OVER TO THE ASSOCIATION. BASED ON THE COVENANTS, THE CONVEYANCE OF COMMON AREAS TO THE ASSOCIATION IS DISCRETIONARY.

THE COURT ALSO FINDS THAT THE POLY-MED TRAILERS THAT WERE ONCE CONSIDERED TEMPORARY STRUCTURES IN ACCORDANCE WITH THE COVENANTS, HAVE GONE PAST THE TIME PERIOD IN WHICH THEY CAN REASONABLY BE CONSIDERED TEMPORARY. AS SUCH, THESE TRAILERS ARE IN VIOLATION OF THE COVENANTS. AS A RESULT, THE TRAILERS ARE ORDERED TO BE REMOVED WITHIN A REASONABLE TIME PERIOD. THE COURT REQUESTS THAT THE PARTIES BRIEF THE COURT ON WHAT SHOULD BE CONSIDERED A REASONABLE TIME PERIOD TO HAVE THE STRUCTURES REMOVED BASES ON THE CIRCUMSTANCES OF THIS CASE.

PLAINTIFF'S COUNSEL TO PREPARE A FORMAL ORDER AND CIRCULATE IT WITH OPPOSING COUNSEL PRIOR TO ITS SUBMISSION TO THE COURT.

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ELECTRONICALLY FILED - 2023 Nov 06 10:02 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

This order ☒ ends ☐ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX **Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2155	
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**
	CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ATTACHMENT A

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Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

ELECTRONICALLY FILED - 2024 Aug 25 10:04 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

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Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the conveyance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18. The authority is limited to charging parcel owners for "maintenance and upkeep"

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member

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limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

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Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from

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selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaims that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Through discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When Defendant first opened a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs'

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Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees was abandoned at trial. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40 acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres)

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in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution.*" *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent

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necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold,* 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005).[1]

If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may also provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*, the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions,

[1] "When a [contract] does not define a term, the term should be defined according to the usual understating of the term's significance to the ordinary person." Hutchinson -v- Liberty Life Ins. Co., 393 SC 19, 24, 709 SE 2d 130,134 (Ct App 2011). Dictionary can be useful staring points for interpreting terms in a [contract]. Hutchinson, id, "Merriam-Webster" dictionary defines "maintenance" as "to keep in an existing state (as of repairs, efficiency, or validity), preserve from failure or decline."
"Merriam-Webster" dictionary defines "upkeep" as "the act or cost of maintain in good condition; maintenance".

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signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.

The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the

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Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.*, p. 18.

The inclusion of these various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant and not in the other is evidence of the original parties intention that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses actually used "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, were expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs

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were overcharged by $74,001.41 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.

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C. The Poly-Med Trailers

The Court also finds that the Poly-Med Trailers that were once considered temporary structures in accordance with the Covenants, have gone past the time period in which they can reasonable be considered temporary. As such, these trailers are in violation of the Covenants. As a result, the Trailers are ordered to be removed within a reasonable time to be determined by the court following briefing by the parties.

[D. Award of Attorney's Fees

Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.,* 395 P.2d 511, 514 (1964)); *Seckinger v. Vessel Excalibur,* 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997)

Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial has been devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."

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III. Order

Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint, in the amount of $74,001.41, plus cost and Attorney fees. Within fourteen (14) days of the date of this Order, Plaintiffs shall submit proof of their costs and disbursements and reasonable attorneys' fees, the amount of which shall be subject to challenge by Defendant.

Counts III of Plaintiffs' Amended Complaint for unjust enrichment was dismissed at trial as Plaintiffs have a remedy at law. Judgment shall enter in favor of Defendant on Plaintiffs' claim for breach of the covenants in County I (to the extent that action is based on a violation of ownership restrictions). Conversion in Count II and for an injunction in Count V of the Amended Complaint.

Defendant's counterclaim for failure to make timely payments of maintenance fees was abandoned at trial. Judgment is entered in favor of Defendant's as to its remaining counterclaim, Plaintiffs are ordered to remove the Trailers at 51 Technology Drive within a reasonable period of time. The parties shall attempt to agree upon what constitutes a reasonable time and upon motion of any party, that the parties are unable to agree, the court shall determine what constitutes a reasonable time.

IT IS SO ORDERED.

R. LAWTON MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

2-23, 2024
Anderson, South Carolina

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

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Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the conveyance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18. The authority is limited to charging parcel owners for "maintenance and upkeep"

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member

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limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

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Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from

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selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaims that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Through discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When Defendant first opened a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs'

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Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees was abandoned at trial. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40 acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres)

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in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution*." *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent

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necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold,* 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005).[1]

If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may also provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*, the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions,

[1] "When a [contract] does not define a term, the term should be defined according to the usual understating of the term's significance to the ordinary person." Hutchinson -v- Liberty Life Ins. Co., 393 SC 19, 24, 709 SE 2d 130,134 (Ct App 2011). Dictionary can be useful staring points for interpreting terms in a [contract]. Hutchinson, id, "Merriam-Webster" dictionary defines "maintenance" as "to keep in an existing state (as of repairs, efficiency, or validity), preserve from failure or decline."
"Merriam-Webster" dictionary defines "upkeep" as "the act or cost of maintain in good condition; maintenance".

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signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.

The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the

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Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.*, p. 18.

The inclusion of these various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant and not in the other is evidence of the original parties intention that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses actually used "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, were expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs

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were overcharged by $74,001.41 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.

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C. The Poly-Med Trailers

The Court also finds that the Poly-Med Trailers that were once considered temporary structures in accordance with the Covenants, have gone past the time period in which they can reasonable be considered temporary. As such, these trailers are in violation of the Covenants. As a result, the Trailers are ordered to be removed within a reasonable time to be determined by the court following briefing by the parties.

[D. Award of Attorney's Fees

Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.*, 395 P.2d 511, 514 (1964)); *Seckinger v. Vessel Excalibur,* 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997)

Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial has been devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."

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III. Order

Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint, in the amount of $74,001.41, plus cost and Attorney fees. Within fourteen (14) days of the date of this Order, Plaintiffs shall submit proof of their costs and disbursements and reasonable attorneys' fees, the amount of which shall be subject to challenge by Defendant.

Counts III of Plaintiffs' Amended Complaint for unjust enrichment was dismissed at trial as Plaintiffs have a remedy at law. Judgment shall enter in favor of Defendant on Plaintiffs' claim for breach of the covenants in County I (to the extent that action is based on a violation of ownership restrictions). Conversion in Count II and for an injunction in Count V of the Amended Complaint.

Defendant's counterclaim for failure to make timely payments of maintenance fees was abandoned at trial. Judgment is entered in favor of Defendant's as to its remaining counterclaim, Plaintiffs are ordered to remove the Trailers at 51 Technology Drive within a reasonable period of time. The parties shall attempt to agree upon what constitutes a reasonable time and upon motion of any party, that the parties are unable to agree, the court shall determine what constitutes a reasonable time.

IT IS SO ORDERED.

R. LAWTON MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

2-23, 2024
Anderson, South Carolina

FORM 4

ATTACHMENT C

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-04-01349

Poly-Med, Inc., et al.
PLAINTIFF(S)

Research Park, LLC
DEFENDANT(S)

Submitted by: Marwan S. Zubi	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Poly-Med, Inc.	Research Park, LLC	$74,001.41
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge | 2155 **Judge Code** | 2-29-24 **Date**

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For Clerk of Court Office Use Only

This judgment was entered on the day of February, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this day of February, 2024to attorneys of record or to parties (when appearing pro se) as follows:

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J. Kirkman Moorhead
Moorheada LeFevre, P.A.
2203 North Main Street
Anderson, SC 29621

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

A more complete and final judgment, adding the amount of costs and fees awarded, will issue upon the court's determination of the amount of costs and fees to be awarded plaintiff.

FORM 4

ATTACHMENT D

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-04-01349

POLY-MED INC. ET, AL.
PLAINTIFF(S)

RESEARCH PARK LLC.
DEFENDANT(S)

Submitted by:	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

AMENDED:

Defendant motion to reconsider is denied as to the Court's ruling on maintenance and upkeep and related fees. Plaintiffs award of damages is affirmed. The Court finds that Plaintiff is the prevailing party in the case. However, Plaintiffs counsel is to draft an affidavit of attorney's fees that is consistent with the required elements and provide to opposing counsel and the Court. The issues of conversion, amount of attorney's fees, and Plaintiffs removal of the trailer is under advisement.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

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or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2155	
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**
	CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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FILED ELECTRONICALLY IN COMMON PLEAS
2021CP0401349
2024 Jul 29 3:02 PM
ANDERSON COUNTY, SC

Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

FORM 4

ATTACHMENT E

STATE OF SOUTH CAROLINA
COUNTY OF Anderson
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0401349

Poly-Med Inc et al
PLAINTIFF(S)

Research Park Llc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Plaintiffs motion to reconsider is denied as to the Court's ruling on maintenance and upkeep and related fees. Plaintiffs award of damages is affirmed. The Court finds that Plaintiff is the prevailing party in the case. However, Plaintiffs counsel is to draft an affidavit of attorney's fees that is consistent with the required elements and provide to opposing counsel and the Court. The issues of conversion, amount of attorney's fees, and Plaintiffs removal of the trailer is under advisement.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/26/2024 .

Marwan S Zubi for Poly-Med Inc,Pmi Properties Llc,Technology Drive 52 Llc,Technology Drive 51 Llc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED – 2024 Aug 26 11:01 AM – ANDERSON – COMMON PLEAS – CASE#2021CP0401349

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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ELECTRONICALLY FILED - 2024-07-26 10:57:08 - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Electronic Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

ELECTRONICALLY FILED - 2024 Aug 26 12:19 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S MEMORANDUM REGARDING CONVERSION**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

Plaintiffs' recent filing on the issue of conversion fails to address the very point on which the Court requested supplemental briefing: whether there is a legally cognizable action for conversion when a party has paid money pursuant to a lawful contract. The answer is no.

Conversion is the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. See, e.g., SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 392 S.E.2d 789 (1990). An action for conversion "cannot arise from the exercise of a legal right" of ownership over the property allegedly converted. Kirby v. Horne Motor Co., 295 S.C. 7, 11, 366 S.E.2d 259, 261-62 (Ct. App. 1988) (citation omitted). The failure to pay under a contract does not give rise to a conversion claim. See, e.g., McTeer v. Provident Life & Acc. Ins., 712 F. Supp. 512, 517-18 (D.S.C. 1989) (citing Owens v. Zippy Mart of S.C. Inc., 268 S.C. 383, 234 S.E.2d 217 (1977)).

Defendant was explicitly authorized to collect an annual maintenance fee from Research Park property owners, including Plaintiffs, and the amount of the fee collected from Plaintiffs was permissible within the calculation model established by the covenants. Once Plaintiffs made their required payment of the annual maintenance fee to Defendant, they no longer "had an interest in

the thing converted;" the money that was transferred by Plaintiffs to Defendant in furtherance of Plaintiffs' unambiguous obligation to pay their annual maintenance fee was a lawful transfer of ownership of those funds from Plaintiffs to Defendant. Under these circumstances, a claim for conversion cannot be sustained.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
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Attorney for Defendant Research Park, LLC

August 26, 2024
Greenville, South Carolina

ELECTRONICALLY FILED - 2024 Aug 26 12:19 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ELECTRONICALLY FILED - 2024 Aug 26 12:19 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S MEMORANDUM REGARDING ATTORNEYS' FEES**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

Plaintiffs' recent filing on the issue of attorneys' fees fails to organize their request around the factors pertinent to evaluating and making such an award. The factors are as follows:

(1) the nature, extent, and difficulty of the legal services rendered;

(2) the time and labor devoted to the case;

(3) the professional standing of counsel;

(4) the contingency of compensation;

(5) the fee customarily charged in the locality for similar services; and,

(6) beneficial results obtained.

Blumberg v. Nealco, 310 S.C. 492, 493, 427 S.E.2d 659, 660 (1993) (citation omitted).

Plaintiffs brought five causes of action: breach of restrictive covenants; conversion; unjust enrichment; an accounting; and for an injunction. The substantive action under which Plaintiffs prevailed—breach of the implied covenant of good faith and fair dealing—was never alleged or explicitly pursued.

The facts of this matter were not especially complicated. The primary challenge involved the analysis and application of the pertinent covenants, which is a question of law.

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By contrast, Defendant countersued for an express breach of the restrictive covenants and prevailed. This should have resulted in an award of contractual attorneys' fees—as established by the covenants—in Defendant's favor, though that request has been declined.

In any event, it appears as though Plaintiffs are seeking reimbursement of their attorneys' fees at Massachusetts rates—not those of upstate South Carolina. Notably, Mr. Coates—who has been practicing longer than Mr. Zubi—bills at a lower rate. Additionally, there is a stark disparity in the amount of time reported between Plaintiffs' Massachusetts and South Carolina counsel. Mr. Zubi and his firm apparently devoted twice as much time to the case as Mr. Coates; strangely, the amount of time reported by Mr. Coates and the undersigned is roughly the same.

Ultimately, Plaintiffs chose to engage more expensive, out-of-state counsel on a matter involving South Carolina law exclusively, necessitating the additional engagement of local counsel and thus increasing their legal expense. It would be inequitable to require Defendant to pay any amount for Plaintiffs' selection of remote counsel to handle a matter of ordinary complexity. Instead, Defendant would respectfully suggest that the appropriate measure for an award of attorneys' fees would be a percentage of the expense of local counsel.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

August 26, 2024
Greenville, South Carolina

ELECTRONICALLY FILED - 2024 Aug 26 12:19 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S MEMORANDUM REGARDING THE REMOVAL OF PLAINTIFFS' TRAILERS**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

The Court's written order of November 2023 required Plaintiffs to remove all "temporary" trailers from their premises. According to Plaintiffs' timeline in their August 8 filing, no action was taken in response to the Court's order from November 2023 until March 2024, when Plaintiffs began working with furniture companies. In fact, according to their timeline:

1. In November 2024, Plaintiffs "plan" to relocate 27 employees from Trailers 2 and 3 to another facility;
2. In December 2024, Plaintiffs "plan" to remove Trailers 2 and 3 from their premises; and,
3. And—if there are no construction delays (which has never happened in the history of construction)—Plaintiffs do not plan on removing Trailer 1 until March 2026.

None of these circumstances has been verified by any affidavit. And perhaps—since they are merely ambitions—they can't be verified.

In any event, Plaintiffs are in violation of the covenants and are not acting promptly to rectify the situation. The law does not give Plaintiffs the right or privilege to determine when they—in their discretion—will come into compliance with the covenants.

Defendant would respectfully suggest that Plaintiffs be ordered to remove all trailers from their premises by no later than November 30, 2024. By that point, Plaintiffs will have had more than a year to make arrangements pursuant to the Court's initial ruling on this case. And, consistent with the case law that has been presented in earlier filings on this issue, a year is a more-than-generous amount of time for Plaintiffs to come into compliance with the covenants.

Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Defendant Research Park, LLC

August 26, 2024
Greenville, South Carolina

ELECTRONICALLY FILED - 2024 Aug 26 12:19 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Anderson County
Court of Common Pleas
R. Lawton McIntosh, Circuit Court Judge

Case No. 2021-CP-04-01349
Appellate Case No. 2024-001404

Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,

Respondents/Appellants,

v.

Research Park, LLC,

Appellant/Respondent.

NOTICE OF CROSS-APPEAL

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Attorneys for Respondents/Appellants Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC

**Additional counsel identified on next page*

ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

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Attorneys for Respondents/Appellants Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC

Other Counsel of Record:

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-and-

John Kirkman Moorhead (SC Bar No. 7039)
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(864) 225-9155

Attorneys for Appellant/Respondent Research Park, LLC

[1] Pursuant to Rule 404(c), SCACR, a copy of the circuit court order granting Mr. Zubi's pro hac vice admission is attached hereto as Exhibit 1. The associated regular member of the South Carolina Bar is William A. Coates, whose South Carolina Bar Number is 1289.

ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Plaintiffs/Respondents/Appellants, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC (collectively, "Cross-Appellants"), hereby appeal the following orders of the Honorable R. Lawton McIntosh, Circuit Court Judge:

- **Form 4 Order filed November 6, 2023**, a copy of which is attached hereto as Exhibit A;
- **Memorandum and Order for Judgment filed February 29, 2024**, a copy of which is attached hereto as Exhibit B;
- **Form 4 Order filed July 26, 2024**, a copy of which is attached hereto as Exhibit C;
- **Form 4 Order filed July 29, 2024**, a copy of which is attached hereto as Exhibit D; and
- **Form 4 Order filed August 27, 2024**, a copy of which is attached hereto as Exhibit E.[2]

Cross-Appellants received written notice of entry of each respective order on the date of its filing, the most recent of which was on August 27, 2024. Additionally, Cross-Appellants were served with a Notice of Appeal in this matter by Defendant/Appellant/Respondent, Research Park, LLC, on August 25, 2024. *See* Rule 203(c), SCACR (allowing "[a] respondent [to] institute a cross-appeal by serving a notice of appeal on all adverse parties . . . within five (5) days after receipt of appellant's notice of appeal, or within the time prescribed by Rule 203(b), whichever period last expires").

<SIGNED ON THE FOLLOWING PAGE>

[2] Cross-Appellants recognize that "[o]nly a party aggrieved by an order, judgment, sentence or decision may appeal." Rule 201(b), SCACR. As this is a cross-appeal, Cross-Appellants are, of course, only aggrieved by some aspects of the appealed orders. In fact, with regard to the appealed orders attached hereto as Exhibits C and D, Cross-Appellants may not be aggrieved by them at all—indeed, Cross-Appellants believe that Exhibit D amends and thereby supersedes Exhibit C—but as these orders at least reference an issue(s) as to which Cross-Appellants are aggrieved (and/or may be aggrieved, depending on the circuit court's ruling on the matters on which it has not yet finally ruled), Cross-Appellants are including these orders in this notice of appeal out of an abundance of caution. And, of course, when the time comes, Cross-Appellants will identify in their principal appellate brief each of the issues they present for this Court's review. *See* Rule 208(b)(1)(B), SCACR (requiring briefs of appellants to include "[a] statement of each of the issues presented for review").

ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Respectfully submitted,

By: s/Stephen L. Brown

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Attorneys for Respondents/Appellants Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, and PMI Properties, LLC

Charleston, South Carolina

August 29, 2024

ELECTRONICALLY FILED - 2023 Apr 25 9:05 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA)) COUNTY OF ANDERSON)	IN THE COURT OF COMMON PLEAS
Poly-Med Inc., Technology Drive 51, LLC) Technology Drive 52, LLC, PMI Properties,) LLC,) Plaintiffs,)) vs.)) Research Park, LLC))))) Defendant.) _____)	C.A. No.: 2021-CP-04-01349 **ORDER GRANTING MOTION FOR ADMISSION *PRO HAC VICE* OF MARWAN S. ZUBI**

This matter comes before the Court by motion of William A. Coates of the law firm Roe Cassidy Coates & Price, P.A. who represents the Plaintiffs, in the above-captioned action seeking the admission *pro hac vice* of Marwan S. Zubi. Counsel for Defendant does not object to this motion.

THEREFORE, FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED that Marwan S. Zubi is admitted *pro hac vice* for purposes of this matter.

IT IS SO ORDERED.

_____

Clerk of Court
Tenth Judicial Circuit

Anderson, South Carolina

DATED: _____

EXHIBIT
1

ELECTRONICALLY FILED - 2023 Apr 25 9:05 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Pro Hac Vice

So Ordered

s/ J. Cordell Maddox Jr.

ELECTRONICALLY FILED - 2023 Nov 06 12:02 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ORM 4

STATE O SO T CAROLINA
CO NT O ANDERSON
IN T E CO RT O COMMON PLEAS

D MENT IN A CIVIL CASE

CASE NO. 2021CP0401349

Poly-Med Inc., et al.
PLAINTIFF S

Research Park LLC
DEFENDANT S

Submitted by R. Lawton McIntosh	**Attorney for** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION T PE C EC ONE

☐ **R VERDICT**. This action came before the court for a trial by ury. The issues have been tried and a verdict rendered.

☒ **DECISION B T E CO RT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** *CHECK REASON)*: ☐ Rule 12 b , SCRCP; ☐ Rule 41 a , SCRCP ol. Nonsuit ; ☐ Rule 43 k , SCRCP Settled ; ☐ Other

☐ **ACTION STRIC EN** *CHECK REASON)*: ☐ Rule 40 , SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, sub ect to right to restore to confirm, vacate or modify arbitration award; ☐ Other

EXHIBIT
A

☐ **STA ED D E TO BAN R PTC**

☐ **DISPOSITION O APPEAL TO T E CIRC IT CO RT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNE S ARE RESPONSIBLE FOR NOTIF ING LOWER CO RT, TRIB NAL, OR ADMINISTRATI E AGENC OF T E CIRC IT CO RT R LING IN T IS APPEAL.

IT IS ORDERED AND AD D ED ☐ See attached order formal order to follow ☒ Statement of udgment by the Court:

ORDER IN ORMATION

ILE DE ENDANT AD T E NAMBI O S RI T TO C AR E T E PRESCRIBED AMO NTS IN T E COVENANTS, IC AS $300 PER ACRE COMPO NDED 10 ANN ALL , OR MAINTENANCE AND P EEP, DE ENDANT AS REQ IRED B T E IMPLIED COVENANT O OOD AIT AND AIR DEALIN , AND POSSIBL AD A ID CIAR D T TO SE T E MONIES C AR ED OR T E P RPOSE O MAINTENANCE AND P EEP. T E EES C AR ED OR MAINTENANCE AND P EEP ERE NOT INTENDED TO BE A PRO IT-MA IN MEC ANISM. T E CO RT INDS T AT PLAINTI IS ENTITLED TO DAMA ES IN T E AMO NT O $65, 24.23. T IS AMO NT REPRESENTS T E DI ERENCE IN AT DE ENDANT C AR ED PLAINTI OR MAINTENANCE AND P EEP AND T E AMO NT DE ENDANT ACT ALL SPENT ON MAINTENANCE AND P EEP ROM T E TIME DE ENDANT TOO O NERS IP O T E PROPERT TO PRESENT.

RT ER, T E CO RT INDS T AT EN TA IN T E COVENANTS INTO CONSIDERATION AS A OLE, DE ENDANT IS NDER NO OBLI ATION OR REQ IREMENT TO CONVE COMMON AREAS OVER TO T E ASSOCIATION. BASED ON T E COVENANTS, T E CONVE ANCE O COMMON AREAS TO T E ASSOCIATION IS DISCRETIONAR .

T E CO RT ALSO INDS T AT T E POL -MED TRAILERS T AT ERE ONCE CONSIDERED TEMPORAR STR CT RES IN ACCORDANCE IT T E COVENANTS, AVE ONE PAST T E TIME PERIOD IN IC T E CAN REASONABL BE CONSIDERED TEMPORAR . AS S C , T ESE TRAILERS ARE IN VIOLATION O T E COVENANTS. AS A RES LT, T E TRAILERS ARE ORDERED TO BE REMOVED IT IN A REASONABLE TIME PERIOD. T E CO RT REQ ESTS T AT T E PARTIES BRIE T E CO RT ON AT S O LD BE CONSIDERED A REASONABLE TIME PERIOD TO AVE T E STR CT RES REMOVED BASES ON T E CIRC MSTANCES O T IS CASE.

PLAINTIFF'S COUNSEL TO PREPARE A ORMAL ORDER AND CIRC LATE IT IT OPPOSIN CO NSEL PRIOR TO ITS S BMISSION TO T E CO RT.

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This order ☒ ends ☐ does not end the case.

IN ORMATION OR T E D MENT INDE **Complete this section below when the udgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
udgment in avor of List name s below	**udgment Against List name s below**	**udgment Amount To be Enrolled List amount s below**
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The udgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the udge may be provided to the clerk. **Note Title abstractors and researchers should refer to the official court order for udgment details.**
E- iling Note In E- iling counties, the Court will electronically sign this form using a separate electronic signature page.

2155

Circuit Court udge | **udge Code** | **Date**

or Clerk of Court Office se Only

This udgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties when appearing pro se as follows:

ATTORNE S OR T E PLAINTI S

ATTORNE S OR T E DE ENDANT S

CLER O CO RT

Court Reporter

E- iling Note In E- iling counties, the date of Entry of udgment is the same date as reflected on the Electronic ile Stamp and the clerk s entering of the date of udgment above is not re uired in those counties. The clerk will mail a copy of the udgement to parties who are not E- ilers or who are appearing pro se. See Rule d , SCRCP.

ADDITIONAL IN ORMATION RE ARDIN DECISION B T E CO RT AS RE ERENCED ON PA E 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	

EXHIBIT

B

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the conveyance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18. The authority is limited to charging parcel owners for "maintenance and upkeep"

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member

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limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

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Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from

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selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaims that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Through discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When Defendant first opened a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs'

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Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees was abandoned at trial. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40 acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres)

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in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution*." *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent

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necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold*, 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005).[1]

If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may also provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*, the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions,

[1] "When a [contract] does not define a term, the term should be defined according to the usual understating of the term's significance to the ordinary person." Hutchinson -v- Liberty Life Ins. Co., 393 SC 19, 24, 709 SE 2d 130,134 (Ct App 2011). Dictionary can be useful staring points for interpreting terms in a [contract]. Hutchinson, id, "Merriam-Webster" dictionary defines "maintenance" as "to keep in an existing state (as of repairs, efficiency, or validity), preserve from failure or decline."
"Merriam-Webster" dictionary defines "upkeep" as "the act or cost of maintain in good condition; maintenance".

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signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.

The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the

Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.*, p. 18.

The inclusion of these various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant and not in the other is evidence of the original parties intention that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses actually used "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, were expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs

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were overcharged by $74,001.41 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.

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C. The Poly-Med Trailers

The Court also finds that the Poly-Med Trailers that were once considered temporary structures in accordance with the Covenants, have gone past the time period in which they can reasonable be considered temporary. As such, these trailers are in violation of the Covenants. As a result, the Trailers are ordered to be removed within a reasonable time to be determined by the court following briefing by the parties.

[D. Award of Attorney's Fees

Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.*, 395 P.2d 511, 514 (1964)); *Seckinger v. Vessel Excalibur,* 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997)

Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial has been devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."

III. Order

Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint, in the amount of $74,001.41, plus cost and Attorney fees. Within fourteen (14) days of the date of this Order, Plaintiffs shall submit proof of their costs and disbursements and reasonable attorneys' fees, the amount of which shall be subject to challenge by Defendant.

Counts III of Plaintiffs' Amended Complaint for unjust enrichment was dismissed at trial as Plaintiffs have a remedy at law. Judgment shall enter in favor of Defendant on Plaintiffs' claim for breach of the covenants in County I (to the extent that action is based on a violation of ownership restrictions). Conversion in Count II and for an injunction in Count V of the Amended Complaint.

Defendant's counterclaim for failure to make timely payments of maintenance fees was abandoned at trial. Judgment is entered in favor of Defendant's as to its remaining counterclaim, Plaintiffs are ordered to remove the Trailers at 51 Technology Drive within a reasonable period of time. The parties shall attempt to agree upon what constitutes a reasonable time and upon motion of any party, that the parties are unable to agree, the court shall determine what constitutes a reasonable time.

IT IS SO ORDERED.

R. LAWTON MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

2-23, 2024
Anderson, South Carolina

ELECTRONICALLY FILED - 2024 Feb 29 3:22 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-04-01349

Poly-Med, Inc., et al.
PLAINTIFF(S)

Research Park, LLC
DEFENDANT(S)

Submitted by: Marwan S. Zubi	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Poly-Med, Inc.	Research Park, LLC	$74,001.41
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2155
Judge Code

2-29-24
Date

ELECTRONICALLY FILED - 2024 Feb 29 3:22 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
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ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

For Clerk of Court Office Use Only

This judgment was entered on the day of February, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this day of February, 2024to attorneys of record or to parties (when appearing pro se) as follows:

William A. Coates,
Ross B. Plyler,
Cassidy Coates Price, P.A.
PO Box 10529
Greenville, SC 29603

Steven Edward Buckingham
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, SC 29609

Marwan S. Zubi
Nicolai Law Group, P.C.
PO Box 15289
Springfield, MA 01115

J. Kirkman Moorhead
Moorheada LeFevre, P.A.
2203 North Main Street
Anderson, SC 29621

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

A more complete and final judgment, adding the amount of costs and fees awarded, will issue upon the court's determination of the amount of costs and fees to be awarded plaintiff.

ORM 4

STATE O SO T CAROLINA — **D MENT IN A CIVIL CASE**
CO NT O Anderson
IN T E CO RT O COMMON PLEAS — **CASE NO.** 2021CP0401349

Poly-Med Inc et al
PLAINTIFF S

Research Park Llc
DEFENDANT S

DISPOSITION T PE C EC ONE

☐ **R VERDICT**. This action came before the court for a trial by ury. The issues have been tried and a verdict rendered.

☑ **DECISION B T E CO RT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** *CHECK REASON)*: ☐ Rule 12 b , SCRCP; ☐ Rule 41 a , SCRCP ol. Nonsuit ; ☐ Rule 43 k , SCRCP Settled ; ☐ Other

☐ **ACTION STRIC EN** *CHECK REASON)*: ☐ Rule 40 , SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, sub ect to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STA ED D E TO BAN R PTC**

☐ **DISPOSITION O APPEAL TO T E CIRC IT CO RT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNE S ARE RESPONSIBLE FOR NOTIF ING LOWER CO RT, TRIB NAL, OR ADMINISTRATI E AGENC OF T E CIRC IT CO RT R LING IN T IS APPEAL.

IT IS ORDERED AND AD D ED ☐ See attached order formal order to follow ☑ Statement of udgment by the Court:

Plaintiffs motion to reconsider is denied as to the Court's ruling on maintenance and upkeep and related fees. Plaintiffs award of damages is affirmed. The Court finds that Plaintiff is the prevailing party in the case. However, Plaintiffs counsel is to draft an affidavit of attorney's fees that is consistent with the required elements and provide to opposing counsel and the Court. The issues of conversion, amount of attorney's fees, and Plaintiffs removal of the trailer is under advisement.

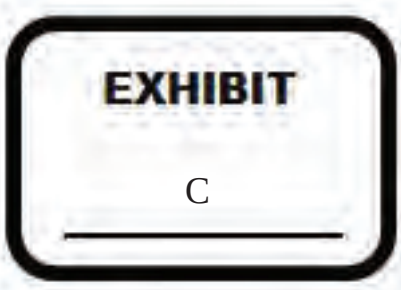
ORDER IN ORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

or Clerk of Court Office se Only

This udgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/26/2024 .

Marwan S Zubi for Poly-Med Inc,Pmi Properties Llc,Technology Drive 52 Llc,Technology Drive 51 Llc



NAMES O TRADITIONAL ILERS SERVED B MAIL

ELECTRONICALLY FILED - 2024 Jul 26 11:11 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Court Reporter

E- iling Note The date of Entry of udgment is the same date as reflected on the Electronic ile Stamp and the clerk s entering of the date of udgment above is not re uired in those counties. The clerk will mail a copy of the udgment to parties who are not E- ilers or who are appearing pro se. See Rule d , SCRCP.

ELECTRONICALLY FILED - 2024 Jul 26 11:11 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

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ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Electronic Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ORM 4

STATE O SO T CAROLINA
CO NT O ANDERSON
IN T E CO RT O COMMON PLEAS

D MENT IN A CIVIL CASE

CASE NO. 2021 CP-04-01349

POL -MED INC. ET, AL.
PLAINTIFF S

RESEARC PARK LLC.
DEFENDANT S

Submitted by	**Attorney for** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION T PE C EC ONE

☐ **R VERDICT**. This action came before the court for a trial by ury. The issues have been tried and a verdict rendered.

☒ **DECISION B T E CO RT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** *CHECK REASON)*: ☐ Rule 12 b , SCRCP; ☐ Rule 41 a , SCRCP ol. Nonsuit ; ☐ Rule 43 k , SCRCP Settled ; ☐ Other

☐ **ACTION STRIC EN** *CHECK REASON)*: ☐ Rule 40 , SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, sub ect to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STA ED D E TO BAN R PTC**

☐ **DISPOSITION O APPEAL TO T E CIRC IT CO RT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNE S ARE RESPONSIBLE FOR NOTIF ING LOWER CO RT, TRIB NAL, OR ADMINISTRATI E AGENC OF T E CIRC IT CO RT R LING IN T IS APPEAL.

IT IS ORDERED AND AD D ED ☐ See attached order formal order to follow ☒ Statement of udgment by the Court:

ORDER IN ORMATION

AMENDED

Defendant motion to reconsider is denied as to the Court s ruling on maintenance and upkeep and related fees. Plaintiffs award of damages is affirmed. The Court finds that Plaintiff is the prevailing party in the case. owever, Plaintiffs counsel is to draft an affidavit of attorney s fees that is consistent with the re uired elements and provide to opposing counsel and the Court. The issues of conversion, amount of attorney s fees, and Plaintiffs removal of the trailer is under advisement.

This order ☐ ends ☒ does not end the case.

IN ORMATION OR T E D MENT INDE

Complete this section below when the udgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

udgment in avor of List name s below	**udgment Against List name s below**	**udgment Amount To be Enrolled List amount s below**
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The udgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

or additional taxable costs not available at the time the form and final order are submitted to the udge may be provided to the clerk. **Note Title abstractors and researchers should refer to the official court order for udgment details.**
E- iling Note In E- iling counties, the Court will electronically sign this form using a separate electronic signature page.

	2155	
Circuit Court udge	**udge Code**	**Date**

or Clerk of Court Office se Only

This udgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties when appearing pro se as follows:

ATTORNE S OR T E PLAINTI S	**ATTORNE S OR T E DE ENDANT S**
	CLER O CO RT

Court Reporter

E- iling Note In E- iling counties, the date of Entry of udgment is the same date as reflected on the Electronic ile Stamp and the clerk s entering of the date of udgment above is not re uired in those counties. The clerk will mail a copy of the udgement to parties who are not E- ilers or who are appearing pro se. See Rule d , SCRCP.

ADDITIONAL IN ORMATION RE ARDIN DECISION B T E CO RT AS RE ERENCED ON PA E 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2024 Jul 29 3:22 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

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ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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ELECTRONICALLY FILED - 2024 Aug 29 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ORM 4

STATE O SO T CAROLINA
CO NT O ANDERSON
IN T E CO RT O COMMON PLEAS

D MENT IN A CIVIL CASE

CASE NO. 2021CP0401349

Poly-Med, Inc.
PLAINTIFF S

Research Park, LLC
DEFENDANT S

Submitted by R. Lawton McIntosh	**Attorney for** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION T PE C EC ONE

☐ **R VERDICT**. This action came before the court for a trial by ury. The issues have been tried and a verdict rendered.

☒ **DECISION B T E CO RT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

EXHIBIT
E

☐ **ACTION DISMISSED** *CHECK REASON)*: ☐ Rule 12 b , SCRCP; ☐ Rule 41 a , SCRCP ol. Nonsuit ; ☐ Rule 43 k , SCRCP Settled ; ☐ Other

☐ **ACTION STRIC EN** *CHECK REASON)*: ☐ Rule 40 , SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, sub ect to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STA ED D E TO BAN R PTC**

☐ **DISPOSITION O APPEAL TO T E CIRC IT CO RT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNE S ARE RESPONSIBLE FOR NOTIF ING LOWER CO RT, TRIB NAL, OR ADMINISTRATI E AGENC OF T E CIRC IT CO RT R LING IN T IS APPEAL.

IT IS ORDERED AND AD D ED ☐ See attached order formal order to follow ☒ Statement of udgment by the Court:

ORDER IN ORMATION

CO NSEL OR T E DE ENDANT AS I TEEN 15 DA S ROM T E DATE O ILIN T IS ORDER TO SEE TO CROSS-E AMINE PLAINTIFF'S COUNSEL AS TO ATTORNE S EES AND COST REQ ESTED AND OR TO ILE A MEMORAND M IN OPPOSITION.

AIL RE O DE ENDANT'S COUNSEL TO REQUEST T E RI T TO CROSS-E AMINE PLAINTIFF'S ATTORNEYS RE ARDIN EES AND OR TO ILE A MEMORAND M IN OPPOSITION ILL BE TREATED AS DEFENDANT'S ACQ IESCENCE O T E EES AND COSTS B CLAIMANT.

PLAINTIFF'S CLAIM FOR CONVERSION IS DENIED.

AS TO DEFENDANT'S CO NTER CLAIM OR T E REMOVAL O T E MOBILE STR CT RES, T E CO RT ILL NOT SET A CERTAIN TIME RAME IN IC PLAINTI IS TO ACT. T IS MATTER ILL BE REVIE ED ROM TIME TO TIME AT T E REQ EST O DEFENDANT'S CO NSEL TO REVIE ADVANCES MADE IN REMOVAL O T E MOBILE STR CT RES AND REPLACE T EM IT PERMANENT STR CT RES. I PON REQ EST B DE ENDANT TO REVIEW PLAINTIFF'S PRO RESS, T E CO RT DETERMINES T AT PLAINTIFF'S PRO RESS IS INADEQ ATE, T E CO RT RESERVES T E RI T TO ORDER A SPECI IC TIME RAME IN IC PLAINTI ILL BE REQ IRED TO PER ORM.
DE ENDANT'S COUNSEL TO PREPARE A ORMAL ORDER.

This order ☒ ends ☐ does not end the case.

IN ORMATION OR T E D MENT INDE **Complete this section below when the udgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
udgment in avor of	**udgment Against**	**udgment Amount To be Enrolled**

List name s below	List name s below	List amount s below
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The udgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the udge may be provided to the clerk. **Note Title abstractors and researchers should refer to the official court order for udgment details.**
E- iling Note In E- iling counties, the Court will electronically sign this form using a separate electronic signature page.

2155

Circuit Court udge **udge Code** **Date**

or Clerk of Court Office se Only

This udgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties when appearing pro se as follows:

ATTORNE S OR T E PLAINTI S

ATTORNE S OR T E DE ENDANT S

CLER O CO RT

Court Reporter

E- iling Note In E- iling counties, the date of Entry of udgment is the same date as reflected on the Electronic ile Stamp and the clerk s entering of the date of udgment above is not re uired in those counties. The clerk will mail a copy of the udgement to parties who are not E- ilers or who are appearing pro se. See Rule d , SCRCP.

ADDITIONAL IN ORMATION RE ARDIN DECISION B T E CO RT AS RE ERENCED ON PA E 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ROA_01429

ELECTRONICALLY FILED - 2024 Aug 27 2:27 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
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Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

ELECTRONICALLY FILED - 2024 Sep 09 4:06 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
POLY-MED, INC.; **TECHNOLOGY DRIVE 51, LLC**; **TECHNOLOGY DRIVE 52, LLC**; and **PMI PROPERTIES, LLC**,	)	C.A. No.: 2021-CP-04-01349
Plaintiffs / Counterclaim Defendants,	)	
vs.	)	**DEFENDANT'S SUPPLEMENTAL MEMORANDUM REGARDING ATTORNEYS' FEES**
RESEARCH PARK, LLC,	)	
Defendant / Counterclaim Plaintiff.	)	

By Form 4 dated August 27, the Court invited Defendant to either request cross-examination of Plaintiffs' counsel as to their fees, or file a memorandum in opposition. Accordingly, Defendant is submitting this supplemental memorandum regarding Plaintiffs' request for attorneys' fees, which incorporates prior filings on this issue, including a memorandum Defendant filed on August 26.

Defendant will begin by addressing Mr. Coates' fee request. And, at the outset, the undersigned would like to emphasize his profound admiration and respect for Mr. Coates, as a professional, a colleague, and a friend. It is my sincere ambition that nothing in this memorandum will be construed as a denigration of Mr. Coates or his firm.

Mr. Coates' invoices are reflected in 30 pages of billing records, which have been filed with the Court. Defendant's counsel has been through each page, line by line.

It appears that Mr. Coates' firm reported approximately 227 hours to the handling of this matter, and the total amount of fees requested is $68,284.00. Some of this time—$11,510.00 to be exact—arises from the work of 3 other attorneys, 2 of whom never made an appearance in this

ELECTRONICALLY FILED - 2024 Sep 09 4:06 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

case. If their time is discounted, the total amount of fees requested for Mr. Coates' work only would appear to be $56,774.00. At Mr. Coates' rate of $330 / hour, this would seem to equate to approximately 172 hours.

This amount should be further reduced. Painstakingly, the undersigned attempted to identify and isolate time entries that reflect internal correspondence. The vast majority of these types of entries are described as "receipt and review of email traffic" and "long distance call with Marwan Zubi." However, I also attempted to identify other types of reported activity that had nothing to do with Defendant, such as Mr. Coates' telephone discussions with the lawyer for Innovate Anderson, or discussions with legal counsel for other Clemson Research Park attorneys, as well as time spent preparing documents in furtherance of the attorney fee request. I did not exclude time for what appears to be communications with Plaintiffs or their representatives.

In any event, with respect to all these types of activity appear to comprise 73.2 hours of Mr. Coates' time, which—at his hourly rate—would reflect $24,156.00 in attorneys' fees. If this amount is deducted from Mr. Coates' request, the total amount of fee award sought would be $32,618.00 (reflecting approximately 99 hours' worth of substantive work).

Substantially the same analysis may be applied to the fees award sought by Mr. Zubi. I have reviewed each line of Mr. Zubi's 70-page billing record. It appears that Mr. Zubi is seeking a total award of $143,920.70, arising from nearly 409 hours billed, for this matter. As with the previous analysis, if the amount claimed is reduced by removing personnel who never made an appearance in this case and internal communications (which together total nearly 136 hours), the number of hours for which fees are sought is reduced to around 270. This does not account for all the time that is reported for client communications, of which there appear to be around 100 entries.

ELECTRONICALLY FILED - 2024 Sep 09 4:06 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

Suffice to say, the number of .1s and .2s reported is staggering, and it makes a meaningful analysis of these billing records exceedingly difficult.

In any event, at Mr. Zubi's final billing rate ($413 / hour), for 270 hours, Mr. Zubi would be asking for $111,510.00; at his initial billing rate ($340 / hour), the request would be for $91,800.00.

Accordingly, if the Court were to adopt the adjustments reflected above, Plaintiffs would still be asking for attorneys' fees of somewhere between $115,956.00 and $135,666.00. But not even this amount is justified by the circumstances of this case, particularly in light of the results. The only issue that Plaintiffs prevailed upon was for a cause of action they never expressly asserted. And, as explained in prior briefing, the amount Plaintiffs seek in fees is still roughly double what Defendant's legal expenses have been, which is presumably due in no small part to Plaintiffs' choice to hire more expensive, out-of-state counsel. Defendant should not be penalized for that choice.

Relatedly, the vast majority of Mr. Zubi's request for reimbursement of expenses should be denied. The total amount sought is $1823.67. All but $414.45 (for a deposition transcript) are for Mr. Zubi's airfare, transportation, and accommodations for hearings and trial. That, too, is an expense that Plaintiffs voluntarily incurred when they chose to hire out-of-state counsel.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Defendant Research Park, LLC

September 9, 2024
Greenville, South Carolina

ELECTRONICALLY FILED - 2024 Sep 09 4:06 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

ELECTRONICALLY FILED - 2024 Sep 12 9:01 AM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**REPLY BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEY'S FEES AND EXPENSES**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, hereby submit this Reply Brief in response to the Defendant's opposition to the amount of fees and costs Plaintiffs' seek pursuant to this Court's order that Plaintiffs are the prevailing parties, entitled to a fee award under the terms of the restrictive covenants at issue in this case ("Covenants").

In its Opposition, Defendant complains about the overall amount of time expended by Plaintiffs' counsel, and notes that it is more than that expended by Defendant's counsel. To a large extent, the amount of time expended by Plaintiffs' counsel was as a direct result of Defendant's intransigence. Before this action was filed, Plaintiffs repeatedly asked Defendant what the maintenance fees paid by Plaintiffs (and all other parcel owners in the Clemson Research Park (the "Park")) were being spent on since it appeared the only the maintenance performed by Defendant was cutting grass in the Park. Plaintiffs' Trial Ex. T & U. Defendant refused to say. Plaintiffs' Trial Ex. V. Plaintiffs asked for an accounting. Plaintiffs' Trial Ex. W. Defendant refused to provide one, until ordered to do so by this Court at a hearing on Plaintiffs' Motion for Summary

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Judgment after more than *two years* of litigation. Plaintiffs' Trial Ex. X; July 18, 2023 Form 4 Order.[1] An inordinate amount of time was spent by Plaintiffs' counsel in discovery, and through an accountant retained by the parties to perform the accounting, to determine where all the maintenance fee money went. It turns out the maintenance fees paid by Park owners were going: (1) to pay things like Defendant's mortgage, legal costs, insurance and (2) into its manager, Dan Wagner's, pocket.

Regarding the billing from Attorney William A. Coates' firm, Cassidy Coates Price, Defendant complains that the hours were expended by three attorneys while only one, Mr. Coates, appeared in the case. Defendant argues that any time expended by attorney who may have assisted with the case, but did not appear, should be entirely discounted. To begin with, Attorney Ross Plyler, also with Cassidy Coates Price, has appeared in the case with Mr. Coates. Moreover, Defendant offers no legal authority for its argument that time expended by attorneys who assisted in the case, but did not appear, should not be included in a fee award. In fact, in billing records submitted by *Defendant's counsel* in support of Defendant's request for attorneys' fees (which was denied), Defendant sought to recover for fees incurred by an individual identified only as "KS." Affidavit of Steven Edward Buckingham, pdf pp. 47-48. To Plaintiffs' knowledge, no "KS" has appeared in the case for Defendant.[2]

Moreover, many of the hours reflected in the billing records submitted by both Attorney William Coates' firm and Attorney Marwan Zubi's firm, that Defendant wants this Court to completely discount, were hours billed by legal assistants at rates much lower than those of the

[1] While the July 18, 2023 Form 4 Order states that "all parties have agreed to an accounting," Defendant only "agreed" after the Court made it clear, at the hearing on Plaintiffs' Motion for Summary Judgment, that it would order an accounting.

[2] While "KS" is listed under the "Attorney" column of Defendant's counsel's billing records, "KS" is most likely a legal assistant given his or her hourly rate of $100.00. *Id.*

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attorneys. Including the time spent by legal assistants, such as paralegal and law clerks, in an attorney's fee award is reasonable and entirely proper. *See Layman v. State*, 376 S.C. 434, 460–65, 658 S.E.2d 320, 334–37 (2008)(awarding a total of more than $60,000 in paragraph and law clerk time); *see also, Conits v. Conits*, 417 S.C. 127, 148-149, 789 S.E.2d 51, 62 (Ct. App. 2016) *rev'd on other grounds*, 422 S.C. 74, 810 S.E.2d 253 (2018). The use of legal assistants is, of course, cost effective for the clients. Defendant's counsel appears to agree. *See* Affidavit of Steven Edward Buckingham, pdf pp. 47-48; *see also supra* note 2.

Defendant also argues, without legal support, that this Court should completely discount time expended in communications among Plaintiffs' counsel. One of the factors this Court must consider in awarding fees[3] is the "time and labor devoted to the case." *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993). Where, as is often the case, a party is represented by more than one attorney, it is, of course, entirely necessary and proper for those attorneys to communicate with each other and to bill the client for such communication. Such communications are certainly appropriate "time and labor devoted to the case." *See id.*

Defendant also wants this Court to completely discount the time for communications between Cassidy Coates Price attorneys and both Innovate Anderson (Defendant's predecessor) and attorneys for other owners in the Park. A representative of Innovate Anderson was one of *Defendant's* witnesses at trial. Communication between Plaintiffs' counsel and that entity was essential to the case. Moreover, other owners in the Park were important sources of information, in a case in which Defendant was willing to share very little information.

[3] "There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained." *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993). "[T]he court should make specific findings of fact on the record for each factor. . . ." *Id.*

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Finally, in its Opposition, Defendant makes the bizarre assertion that "[t]he only issue that Plaintiffs prevailed upon was for a cause of action they never expressly asserted." Defendants' Opposition, p. 3. On the contrary, Plaintiffs prevailed on their central claim – Count I for breach of the Covenants concerning maintenance fees collected by and paid to Defendants – the claim that unquestionably consumed the vast majority of the hours expected by counsel for both parties. *See* Memorandum and Order for Judgment filed February 29, 2024, p. 14. Plaintiffs also prevailed on their Count IV for an accounting[4] and Defendant's counterclaim that Plaintiff breached the Covenants by failing to pay maintenance fees on time or in full.[5]

Conclusion

Pursuant to the Revised Affidavit of Marwan S. Zubi, the Affidavit of William A. Coates and the Supplemental Affidavit of William A. Coates, and for all the foregoing reasons, Plaintiffs request that this Court award Poly-Med, Inc.[6] attorney's fees in the total amount of $ $212,204.70 and costs and disbursements in the amount of $5,987.63.

[4] Plaintiffs prevailed on the accounting claim following a hearing on their Motion for Summary Judgment at which time the Court ruled "AN AWARD OF ATTORNEY'S FEES IS GRANTED. THE AMOUNT SHALL BE DETERMINED AFTER TRIAL." July 18, 2023 Form 4 Order.

[5] The court granted Plaintiffs' motion to dismiss the counterclaim during closing arguments.

[6] In the interest of simplicity, and so this Court does not have to apportion the fees and costs among the Plaintiffs, the Plaintiffs respectfully request that the award be in favor of Plaintiff Poly-Med, Inc. only.

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Respectfully submitted,

CASSIDY COATES PRICE, P.A.

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Greenville, South Carolina
September 12, 2024

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**CASE NO.: 2021-CP-04-01349**
	)	
	)	
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC,	)	
	)	
Plaintiffs,	)	**PLAINTIFFS' MOTION FOR RECONSIDERATION OF ORDER ON OUTSTANDING MOTIONS REGARDING CONVERSION & INJUNCTIVE RELIEF**
	)	
v.	)	
	)	
Research Park, LLC,	)	
	)	
Defendant.	)	

Pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, respectfully move the Court to reconsider and vacate its Order on Outstanding Motions Regarding Conversion & Injunctive Relief issued on September 26, 2024 ("September Order") to the extent that it contradicts this Court's Memorandum and Order for Judgment issued on February 29, 2024 ("February Order") and subsequent denial of reconsideration on the central issue in this case – Defendant's breach of the Covenants by charging Park parcel owners, and expending, maintenance fees for purposes other than the maintenance and upkeep of the Park.

In its February Order, the Court properly noted that "[t]he Covenants provide that the Authority may collect 'a maintenance fee for maintenance and upkeep of the Park.'" February Order, p. 10. The Court ruled that, under the terms of the Covenants, the Park "authority is limited to charging parcel owners for 'maintenance and upkeep." *Id.*, p. 3. The Court ruled that:

> To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and **may only be collected to the extent necessary, for the maintenance and upkeep of the Park**, given the language used in the Covenants, the intent of them and of the original

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> Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.
>
> *Id.* pp. 8-9 (emphasis added).

The Court concluded its decision on the maintenance fee claim by ruling that:

> While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in **what Defendant charged Plaintiff[s] for maintenance and upkeep** and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.
>
> *Id.* p. 12 (emphasis added).

At that time, the Court ordered that "Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs' claim for breach of the Covenants in Count I, **and for conversion in Count II**, of Plaintiffs' Amended Complaint, in the amount of $74,001.41, plus costs and Attorney's fees. *Id.* p. 14 (emphasis added).

The Defendant sought reconsideration of the decision. After a hearing on, on July 29, 2024, the Court ruled "Defendant['s] motion to reconsider is denied as to the Court's ruling on maintenance and upkeep and related fees. Plaintiffs['] award of damages is affirmed. The Court finds that Plaintiff is the prevailing party in the case."[1] July 29, 2024 Form 4 Order. At that time, the Plaintiffs' claim for conversion, the amount of attorney's fees to be awarded and removal of Plaintiffs' office trailers were the only matters still under advisement. *Id.*

[1] Likewise, at the July 24, 2024 hearing on Defendant's Motion for Reconsideration, with respect to the maintenance fee issue, the Court stated "the way I saw it worded was the way I ruled," "I'm not going to change my mind" and "I'm not changing my ruling on that." Exhibit B – excerpt of July 24, 2024 hearing on Defendants' Motion for Reconsideration.

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After Plaintiffs submitted proof of their attorneys' fees, by order dated August 27, 2024, the Court gave Defendant an opportunity to challenge the amount of attorney's fees sought, denied Plaintiffs' claim for conversion and issued an order with respect to Plaintiffs' office trailers. August 27, 2024 Form 4 Order. At the end of paragraph of the order concerning the trailers, the Court instructed Plaintiffs' counsel to prepare a formal order.

The parties disagreed as to whether the Court sought a formal order with regard to the Court decision on the office trailers, or all the issues contained in the August 27th Form 4, including Plaintiffs' conversion claim. *See* Exhibit A – 09.12.24 email to Court Clerk. After Defendant's counsel submitted its proposed order including the conversion claim, along with Plaintiffs' proposed order pertaining only to the trailers, Plaintiffs advised the Court that Defendant's proposed order appeared to be:

> *an attempt to try to get the court to find facts favorable to the defendant's unsuccessful defense of the Plaintiff's breach of covenants claim, so that the Defendant can point to the findings on appeal. The proposed order is yet another (probably the fifth or sixth) bite at this apple. The court has made it perfectly clear, in its July 29, 2024 order, that: "Defendant motion to reconsider is denied as to the court's ruling on maintenance and upkeep and related fees.*

Id. Plaintiff also advised the Court that "many of the purported factual findings in Defendant's proposed order on conversion have little to do with the conversion claim and much to do with the breach of covenants claim that Defendant l[o]st and has appealed." *Id.*

The Court adopted Defendant's proposed order, in its entirely, in the form of the September Order. However, in some respects, the September Order is inconsistent with the Court's February Order with respect to the collection of maintenance fees – an issue as

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to which this Court has already denied reconsideration and, thus, finally ruled on and no longer has jurisdiction to alter. *Ness v. Eckerd Corp.*, 350 S.C. 399, 402–03, 566 S.E.2d 193, 195 (Ct. App. 2002) ("In *Heins v. Heins*, 344 S.C. 146, 543 S.E.2d 224 (Ct. App. 2001), this court held that a family court judge lacked jurisdiction to *sua sponte* alter a judgment more than ten days after it was issued. Although trial judges retain jurisdiction to alter judgments on their own initiative for ten days if a Rule 59(e), SCRCP, motion is filed, after ten days that jurisdiction is lost. *Id.* at 157, 543 S.E.2d at 229–30. In this case, as in *Heins*, the trial judge modified an order not as requested in a Rule 59(e) motion, but rather on his own initiative and after more than ten days had passed. He therefore lacked jurisdiction to vacate the original order.") (internal footnote omitted).

The September Order provides that:

> Accordingly, the Court held that the amount Defendant had charged property owners under the covenants was consistent with the covenants, while also holding that Defendant's use of funds collected from property owners for anything other than "maintenance and upkeep," as that term is defined in this Court's prior decision, was inconsistent with the covenants.
>
> Order on Outstanding Motions Regarding Conversion & Injunctive Relief, p. 2.

On the contrary, the Court did not hold "that the amount Defendant had charged property owners under the covenants was consistent with the covenants." In its February Order, the Court found that under the terms of the Covenants, Defendant "is limited to charging parcel owners for 'maintenance and upkeep" and that maintenance fees "may only be collected to the extent necessary, for the maintenance and upkeep of the Park." Memorandum and Order for Judgment, pp. 3, 8-9. In the September Order, the Court stated that it did not agree with Plaintiffs' contention that Defendant may only collect maintenance fees from

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property owners necessary to cover "maintenance and upkeep." On the contrary, that is precisely what the Court ruled in its February Order. *See id.*

The Defendant has apparently attempted to improperly use the Court's instruction to prepare a draft formal order in connection with the Court's August 27, 2024 Form 4 (on the trailers and, perhaps, conversion) to, once again, try to undermine the Court's decision on the central issue in the case – Defendant's breach of the maintenance fee provision of the Covenants. Although the September Order does not purport to alter the Court's already-final ruling on the maintenance fee issue—and, as explained above, the Court does not have jurisdiction to do so at this point, *Ness*, 350 S.C. at 402–03, 566 S.E.2d at 195—Plaintiffs are concerned that inconsistencies between the February Order and the September Order might give rise to an improper claim or appellate argument by Defendant that the Court's limited ruling as to conversion in the September Order undermines the Court's ruling on the maintenance fee issue. Accordingly, to avoid any potential for confusion in the record, the Court should reconsider and vacate its September Order on conversion to the extent that it contradicts the February Order and subsequent denial of reconsideration on the maintenance fee issue.[2]

Conclusion

For the foregoing reasons, Plaintiffs, Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC and PMI Properties, LLC, request this Court reconsider and vacate its September Order to the extent that it contradicts the February Order and subsequent denial of reconsideration on the maintenance fee issue.

[2] While the September Order references conversion and the trailers as two issues that remain post-trial, the amount of attorney's fees to be awarded the Plaintiff by the Court also remains. The parties await that decision as well as a final, appealable judgment.

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Respectfully submitted,

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Charleston, South Carolina
October 7, 2024

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marwan.zubi@niclawgrp.com

Re: PolyMed v. Research Park // 2021-1349 // Proposed Order on Conversion and Trailers

From: Marwan S. Zubi <marwan.zubi@niclawgrp.com>

To: Lawton Law Clerk (Chase Kinsey) McIntosh <lmcintoshlc@sccourts.org>

Cc: Steven Edward Buckingham <seb@buckingham.legal>, Bill Coates <wac@cassidycoates.com>, Russell Hines <RHines@ycrlaw.com>

Subject: Re: PolyMed v. Research Park // 2021-1349 // Proposed Order on Conversion and Trailers

Date: Thursday, September 12, 2024 3:25 PM

Size: 238 KB

Ms. Collier:

As you may recall, Mr. Coates and I represent Plaintiffs in this action. We note that Defendant's counsel (Mr. Buckingham) chose to send his message below, and the attached proposed orders, to the Court without further conferring with us. We previously advised Mr. Buckingham that we did not believe the Court had requested a proposed order on Plaintiffs' conversion claim, gave the reasons for our belief and provided Mr. Buckingham with a proposed order dealing only with the trailers issue. A copy of our email exchange on the subject is attached. We told Mr. Buckingham that if he still believed the Court sought a proposed order on conversion, then we suggested that we *jointly* seek clarification from the Court. Instead, Mr. Buckingham sent his message and proposed orders without further input from, or consultation with, us.

As we advised Mr. Buckingham in the attached email, our primary concern with his proposed order on conversion (if the Court requested one) is that the proposed order appeared to be:

"an attempt to try to get the court to find facts favorable to the defendant's unsuccessful defense of the Plaintiff's breach of covenants claim, so that the Defendant can point to the findings on appeal. The proposed order is yet another (probably the fifth or sixth) bite at this apple. The court has made it perfectly clear, in its July 29, 2024 order, that: "Defendant motion to reconsider is denied as to the court's ruling on maintenance and upkeep and related fees."

We believe that many of the purported factual findings in Defendant's proposed order on conversion have little to do with the conversion claim and much to do with the breach of covenants claim that Defendant last and has appealed.

If the Court would like a proposed order on the conversion claim, Plaintiffs respectfully request leave to submit their own proposed order on the subject.

Respectfully submitted,

Marwan Zubi

Marwan S. Zubi, Esq.
Senior Attorney
Nicolai Law Group, P.C.
Springfield MA • Sturbridge MA • Worcester MA

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Worcester, MA 01613-9998

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ELECTRONIC TRANSACTIONS: If this communication relates to negotiating a contract, any electronic transaction statutes shall not apply; contract formation shall only happen only on the mutual delivery of signed original documents unless explicitly stated.

On Thu, Sep 12, 2024, at 2:12 PM, Steven Edward Buckingham wrote:

> Ms. Collier: Good afternoon. As you may recall, I am defendant's counsel in the above-referenced case. I have copied Plaintiffs' counsel on this email. Several weeks ago, Judge McIntosh asked that I prepare a more formal proposed order on the Form 4 regarding the conversion cause of action and Plaintiffs' removal of trailers.
>
> In that connection, I am attaching two documents. One is the proposed order I drafted and circulated to Plaintiffs' counsel. The other is Plaintiffs' counsel's redline.
>
> Plaintiffs' redline is significant, particularly in that it strikes through the entirety of the proposed order regarding conversion. Plaintiffs' position seems to be that the Court instructed me to prepare an order only as to the issue of the removal of trailers—not conversion. I understood the Form 4 to request an proposed order on both issues. If I am mistaken, I apologize.
>
> Regardless, I am submitting both proposals for consideration. And I'll be happy to do whatever further revisions are necessary to correct any confusion. Thank you.
>
> Steve Buckingham
>
> **Attachments:**
>
> - 24.9.2 Proposed Order-rev.docx

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- 24.9.2 Proposed Order.docx

09.10.24 email to Steve Buckingham.pdf 155 KB

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State of South Carolina

County of Anderson

Court of Common Pleas

Poly-Med Inc.	)	
	)	
Plaintiff,	)	Transcript of Record
v.	)	2021-CP-04-01349
	)	
Research Park, LLC	)	
	)	
Defendant.	)	

July 24, 2024
Anderson, South Carolina

B E F O R E:

The Honorable R. Lawton McIntosh, Judge.

A P P E A R A N C E S:

Marwan S. Zubi, Esquire
Attorney for the Plaintiff

Steven E. Buckingham, Esquire
Attorney for the Defendant

Lisa Scott
Circuit Court Reporter

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I'm not going to spend that money on maintenance. I know I'm going to put some in my pocket and I'm going to pay my mortgage with some of it. That's conversion. I think it's conversion at both -- both steps.

THE COURT: Well, in the scheme of things in this ruling, number one, while I hear Mr. Buckingham, you got to make a record. I think you hit the nail on the head earlier that is we're all looking at a set of choreographed covenants. We just have to live with it.

But as such, the way I saw it worded was the way I ruled. And after a while, after giving you consideration which you've argued, you convinced me. So I'm not going to change my mind as far as that's concerned.

MR. ZUBI: And, Your Honor, I think -- I believe you -- if we try to define maintenance fee further, I don't think we're going to have a lot of success. And I don't think we need to do that ---

THE COURT: No.

MR. ZUBI: --- because I'll read from your order, Your Honor, and Mr. Buckingham alluded to it.

THE COURT: But let me stop you before -- before you do that. I was going to ask you this.

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I'm not changing my ruling on that. Okay. But that being said, this -- is the conversion part of that necessary?

MR. ZUBI: Well, I think he's making the argument for the purposes of legal fees. He's trying to argue that his clients prevailed on the permit. He wants -- I think he wants to argue that we lost on the conversion count. We only -- we only prevailed on the ---

THE COURT: Your client's the prevailing party in this case. I'm sorry.

MR. ZUBI: Thank you, Your Honor.

THE COURT: Fees that you've been asking for might be a different matter, but you are the prevailing party and I'm still of that opinion.

MR. ZUBI: Thank you. Your Honor, in your order you said the original party's intention that the ordinary and common understanding of maintenance and upkeep is limited to the ordinary physical repairs to keep the common areas in good condition. I don't think we need more than that. Again, Your Honor, maintenance and upkeep is limited to the ordinary physical -- to ordinary physical repairs to keep the common areas in good condition.

THE COURT: So in the event just taking, you

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ELECTRONICALLY FILED - 2024 Dec 19 1:59 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Case No. 2021-CP-04-01349

Poly-Med, Inc., Technology Drive 51, LLC,
Technology Drive 52, LLC, and PMI Properties LLC . . . . . Respondents,

v.

Research Park, LLC . . . . . Appellant.

NOTICE OF APPEAL

Research Park, LLC hereby appeals the following Orders of the Honorable R. Lawton McIntosh: (1) an Order dated November 6, 2023, which is attached hereto as **Attachment A**; (2) a Decision dated February 23, 2024, which is attached hereto as **Attachment B**; (3) a Decision dated February 29, 2024, which is attached hereto as **Attachment C**; (4) an Order dated July 26, 2024, which is attached hereto as **Attachment D**; (5) an Order dated July 29, 2024, which is attached hereto as **Attachment E**; (6) an Order dated November 19, 2024, which is attached hereto as **Attachment F**; and (7) a Decision dated December 9, 2024, which is attached hereto as **Attachment G**. Appellant received written notice of the entry of each Order via email on the date each respective Order was entered.

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There are several procedural circumstances of note. First, an appeal of this matter was previously taken and indexed as Appellate Case No. 2024-001404, but was dismissed without prejudice by Order of the Court of Appeals dated October 14, 2024. Second, in the dismissal without prejudice, the Court cited to the case of Hudson v. Hudson, 290 S.C. 215, 349 S.E.2d 341 (1986), in which the Supreme Court dismissed an appeal without prejudice pending the disposition of post-trial motions under Rule 59, and allowing either party to renew its appeal within ten days after the trial court's order disposing of post-trial motions. Third, in this case, the trial court has directed Respondents' counsel to prepare "a comprehensive final judgment incorporating the previous orders." This has not yet been done. Fourth, despite the pendency of the entry of a "comprehensive final judgment," all issues for which Appellant seeks review by this Court were finally decided by the trial court's order of December 9, 2024.

Accordingly, out of an extreme abundance of caution given the unusual procedural circumstances of this case, Appellant is filing this Notice of Appeal as to all orders referenced above. Appellant does not anticipate that the "comprehensive final judgment" yet to be prepared and entered will alter any issue from which appeal is presently taken.

Finally, given the holding in Hudson, Appellant does not believe that a new filing fee for this appeal is necessary. However, if Appellant is incorrect, Appellant would respectfully ask the Clerk's Office to advise him otherwise, so that the filing fee may be promptly submitted under separate cover.

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Respectfully submitted,

s/ Steven Edward Buckingham

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Attorney for Appellant

Filed this 19th Day of December, 2024.
Greenville, South Carolina

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ATTACHMENT A

ELECTRONICALLY FILED - 2023 Nov 06 12:02 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349
ELECTRONICALLY FILED - 2024 Dec 19 1:59 PM - ANDERSON - COMMON PLEAS - CASE#2021CP0401349

STATE O SO T CAROLINA
CO NT O ANDERSON
IN T E CO RT O COMMON PLEAS

D MENT IN A CIVIL CASE

CASE NO. 2021CP0401349

Poly-Med Inc., et al.
PLAINTIFF S

Research Park LLC
DEFENDANT S

Submitted by R. Lawton McIntosh	**Attorney for** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION T PE C EC ONE

☐ **R VERDICT**. This action came before the court for a trial by ury. The issues have been tried and a verdict rendered.

☒ **DECISION B T E CO RT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** *CHECK REASON)*: ☐ Rule 12 b , SCRCP; ☐ Rule 41 a , SCRCP ol. Nonsuit ; ☐ Rule 43 k , SCRCP Settled ; ☐ Other

☐ **ACTION STRIC EN** *CHECK REASON)*: ☐ Rule 40 , SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, sub ect to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STA ED D E TO BAN R PTC**

☐ **DISPOSITION O APPEAL TO T E CIRC IT CO RT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNE S ARE RESPONSIBLE FOR NOTIF ING LOWER CO RT, TRIB NAL, OR ADMINISTRATI E AGENC OF T E CIRC IT CO RT R LING IN T IS APPEAL.

IT IS ORDERED AND AD D ED ☐ See attached order formal order to follow ☒ Statement of udgment by the Court:

ORDER IN ORMATION

ILE DE ENDANT AD T E NAMBI O S RI T TO C AR E T E PRESCRIBED AMO NTS IN T E COVENANTS, IC AS $300 PER ACRE COMPO NDED 10 ANN ALL , OR MAINTENANCE AND P EEP, DE ENDANT AS REQ IRED B T E IMPLIED COVENANT O OOD AIT AND AIR DEALIN , AND POSSIBL AD A ID CIAR D T TO SE T E MONIES C AR ED OR T E P RPOSE O MAINTENANCE AND P EEP. T E EES C AR ED OR MAINTENANCE AND P EEP ERE NOT INTENDED TO BE A PRO IT-MA IN MEC ANISM. T E CO RT INDS T AT PLAINTI IS ENTITLED TO DAMA ES IN T E AMO NT O $65, 24.23. T IS AMO NT REPRESENTS T E DI ERENCE IN AT DE ENDANT C AR ED PLAINTI OR MAINTENANCE AND P EEP AND T E AMO NT DE ENDANT ACT ALL SPENT ON MAINTENANCE AND P EEP ROM T E TIME DE ENDANT TOO O NERS IP O T E PROPERT TO PRESENT.

RT ER, T E CO RT INDS T AT EN TA IN T E COVENANTS INTO CONSIDERATION AS A OLE, DE ENDANT IS NDER NO OBLI ATION OR REQ IREMENT TO CONVE COMMON AREAS OVER TO T E ASSOCIATION. BASED ON T E COVENANTS, T E CONVE ANCE O COMMON AREAS TO T E ASSOCIATION IS DISCRETIONAR .

T E CO RT ALSO INDS T AT T E POL -MED TRAILERS T AT ERE ONCE CONSIDERED TEMPORAR STR CT RES IN ACCORDANCE IT T E COVENANTS, AVE ONE PAST T E TIME PERIOD IN IC T E CAN REASONABL BE CONSIDERED TEMPORAR . AS S C , T ESE TRAILERS ARE IN VIOLATION O T E COVENANTS. AS A RES LT, T E TRAILERS ARE ORDERED TO BE REMOVED IT IN A REASONABLE TIME PERIOD. T E CO RT REQ ESTS T AT T E PARTIES BRIE T E CO RT ON AT S O LD BE CONSIDERED A REASONABLE TIME PERIOD TO AVE T E STR CT RES REMOVED BASES ON T E CIRC MSTANCES O T IS CASE.

PLAINTIFF'S COUNSEL TO PREPARE A ORMAL ORDER AND CIRC LATE IT IT OPPOSIN CO NSEL PRIOR TO ITS S BMISSION TO T E CO RT.

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This order ☒ ends ☐ does not end the case.

IN ORMATION OR T E D MENT INDE **Complete this section below when the udgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
udgment in avor of List name s below	**udgment Against List name s below**	**udgment Amount To be Enrolled List amount s below**
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The udgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the udge may be provided to the clerk. **Note Title abstractors and researchers should refer to the official court order for udgment details.**
E- iling Note In E- iling counties, the Court will electronically sign this form using a separate electronic signature page.

2155

Circuit Court udge | **udge Code** | **Date**

or Clerk of Court Office se Only

This udgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties when appearing pro se as follows:

ATTORNE S OR T E PLAINTI S

ATTORNE S OR T E DE ENDANT S

CLER O CO RT

Court Reporter

E- iling Note In E- iling counties, the date of Entry of udgment is the same date as reflected on the Electronic ile Stamp and the clerk s entering of the date of udgment above is not re uired in those counties. The clerk will mail a copy of the udgement to parties who are not E- ilers or who are appearing pro se. See Rule d , SCRCP.

ADDITIONAL IN ORMATION RE ARDIN DECISION B T E CO RT AS RE ERENCED ON PA E 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Anderson Common Pleas

Case Caption: Poly-Med Inc , plaintiff, et al VS Research Park Llc

Case Number: 2021CP0401349

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

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Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the conveyance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18. The authority is limited to charging parcel owners for "maintenance and upkeep"

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member

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limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

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Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from

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selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaims that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Through discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When Defendant first opened a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs'

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Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees was abandoned at trial. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40 acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres)

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in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution.*" *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent

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necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold,* 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005).[1]

If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may also provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*, the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions,

[1] "When a [contract] does not define a term, the term should be defined according to the usual understating of the term's significance to the ordinary person." Hutchinson -v- Liberty Life Ins. Co., 393 SC 19, 24, 709 SE 2d 130,134 (Ct App 2011). Dictionary can be useful staring points for interpreting terms in a [contract]. Hutchinson, id, "Merriam-Webster" dictionary defines "maintenance" as "to keep in an existing state (as of repairs, efficiency, or validity), preserve from failure or decline."
"Merriam-Webster" dictionary defines "upkeep" as "the act or cost of maintain in good condition; maintenance".

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signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.

The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the

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Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.*, p. 18.

The inclusion of these various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant and not in the other is evidence of the original parties intention that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses actually used "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, were expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs

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were overcharged by $74,001.41 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.

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C. The Poly-Med Trailers

The Court also finds that the Poly-Med Trailers that were once considered temporary structures in accordance with the Covenants, have gone past the time period in which they can reasonable be considered temporary. As such, these trailers are in violation of the Covenants. As a result, the Trailers are ordered to be removed within a reasonable time to be determined by the court following briefing by the parties.

[D. Award of Attorney's Fees

Under the terms of the Covenants, the prevailing party in this action is entitled to an award of "costs and disbursements and reasonable attorneys' fees." Plaintiffs' Exhibit 5, p. 22. The "prevailing party" is "the one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention is the one in whose favor the decision or verdict is rendered and judgment entered." *Heath v. Cnty. of Aiken*, 302 S.C. 178, 182–83, 394 S.E.2d 709, 711 (1990)(quoting *Buza v. Columbia Lumber Co.,* 395 P.2d 511, 514 (1964)); *Seckinger v. Vessel Excalibur,* 326 S.C. 382, 388, 483 S.E.2d 775, 778 (Ct. App. 1997)

Because Plaintiffs succeeded on their claim for an accounting at the hearing on the parties' motion for summary judgment, this Court ruled that an award of attorney's fees was granted in an amount to be determined after trial. Court Order dated July 18, 2023. Given the parties respective motions for summary judgment, the accounting prepared and the evidence and testimony at trial, the vast majority of this case and time at trial has been devoted to Plaintiffs' claims that Defendant breached the Covenants by collecting maintenance fees in annual cost maintenance and upkeep of the Park. Plaintiffs clearly prevailed on the main issue at trial and are, therefore, "the prevailing party."

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III. Order

Judgment shall enter in favor of Poly-Med and against the Defendant on Plaintiffs claim for breach of the Covenants in Count I, and for conversion in Count II, of Plaintiffs' Amended Complaint, in the amount of $74,001.41, plus cost and Attorney fees. Within fourteen (14) days of the date of this Order, Plaintiffs shall submit proof of their costs and disbursements and reasonable attorneys' fees, the amount of which shall be subject to challenge by Defendant.

Counts III of Plaintiffs' Amended Complaint for unjust enrichment was dismissed at trial as Plaintiffs have a remedy at law. Judgment shall enter in favor of Defendant on Plaintiffs' claim for breach of the covenants in County I (to the extent that action is based on a violation of ownership restrictions). Conversion in Count II and for an injunction in Count V of the Amended Complaint.

Defendant's counterclaim for failure to make timely payments of maintenance fees was abandoned at trial. Judgment is entered in favor of Defendant's as to its remaining counterclaim, Plaintiffs are ordered to remove the Trailers at 51 Technology Drive within a reasonable period of time. The parties shall attempt to agree upon what constitutes a reasonable time and upon motion of any party, that the parties are unable to agree, the court shall determine what constitutes a reasonable time.

IT IS SO ORDERED.

R. LAWTON MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

2-23, 2024
Anderson, South Carolina

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF ANDERSON	**CASE NO.: 2021-CP-04-01349**
Poly-Med, Inc., Technology Drive 51, LLC, Technology Drive 52, LLC, PMI Properties, LLC, Plaintiffs, v. Research Park, LLC, Defendant.	

MEMORANDUM AND ORDER FOR JUDGMENT

Following a bench trial in the above-captioned matter, the Court finds the following facts:

I. Findings of Fact

A. Background

Plaintiffs are related parties through ownership and control. They are the owners, and in the case of Poly-Med, Inc. also the lessee, of parcels of land ("Parcels") in the Clemson University Advanced Materials Center (the "Park") in Anderson, South Carolina. The South Carolina Research Authority (the "SCRA") created the Park and subjected it to a Declaration of Covenants, Conditions and Restrictions of Clemson Research Park dated December 23, 1986, as amended ("Covenants"). The SCRA was established pursuant to a legislative act, which specifically intended "to promote the development of high technology industries and research facilities in South Carolina" and "to enhance the research capabilities of [South Carolina's] public and private universities." The purpose of the Park was "to allow the Authority [now the Defendant Research

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Park, LLC] to offer parcels [in the Park] for sale to purchasers or for lease to tenants or for other development within the purview of the Act." Plaintiffs' Exhibit 5, pp. 1-2.

The SCRA declared that the Covenants would: (a) run with the land and that the Park was made subject and subordinate to the terms, provisions and conditions of the Covenants; and (b) inure to the benefit of, and would be binding upon, each and every person or entity, their heirs, successors and assigns who acquired any interest in the Park or any part thereof. *Id.* p. 2. In keeping with the intent of the SCRA and the Park, the Covenants provide that no person or entity shall be an Owner, as that term is defined in the Covenants, tenant or occupant of any Parcel or subdivision thereof unless such person or entity shall at all times maintain in its employment a minimum of 15% of its employees as scientists or engineers, as those terms are defined in the Covenants, upon the Parcel or Parcels owed or occupied by such person or entity. *Id.* pp. 9-10.

The Covenants provide that an Association, as defined in the Covenants, was to be established and every Owner of a Parcel was to be a member of the Association entitled to one vote for each full acre of the Parcel to which the member was attributable. *Id.* p. 14. The Association once created, was to manage, administer and operate the Park through its board of directors and be responsible for the operation, maintenance and repair of Park common areas (the "Common Areas") once conveyed to the Association. *Id.* p.16. The Covenants require that the Authority eventually designate portions of the Park property as Common Areas and convey them to the Association. *Id.* pp. 4-6. However, no Common Areas shall be so conveyed "until such conveyance will result in the Authority owning less than one-half of the Property so that the Authority will be entitled to less than one-half the votes in the Association." *Id.* p.7. Until the Common Areas are conveyed to the Association, the Park consists of whatever mix or Parcels and Common Areas as determined by the Authority in its sole discretion. *Id.* p.5.

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The Covenant also provide that:

> Prior to the conveyance of any portion of the Property to the Association as Common Areas, each Owner shall pay the Authority a maintenance fee for maintenance and upkeep of the Park. The fee shall be computed on the basis of $300.00 per acre per annum and it shall be payable in advance in equal monthly installments. The per acre fee of $300.00 shall be for the calendar year 1986. It shall increase by 10% compounded annually each year until the Authority conveys any portion of the Property to the Association as Common Areas, after which conveyance this maintenance fee shall terminate and the Owner's sole liability and responsibility shall be to pay whatever Assessments are due the Association. In any year, the Authority may reduce this fee in its sole discretion.

Id. p.17.

Until the conveyance of any Common Area to the Association, the sole responsibility for maintaining the Park, except for Parcels sold to Owners, is that of the Authority, and the sole obligation of Owners, other than the Authority, is to pay the maintenance fee to the Authority as provided in the Covenants. *Id.* pp. 25-26. The Association, once established, is to prepare a budget and determine the amount of Assessments to be assessed against the Park Parcels by the Association. *Id.* pp. 18-19. Assessments may be used by the Association, to pay additional "Common Expenses" beyond expenses for maintenance and upkeep of the Park. Unlike maintenance fees charged by the Authority before any Common Areas are conveyed to the Association, Assessments may be used to pay various expenses related to operation of the Park listed in the Assessments section of the Covenants and "any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of" the Covenants. *Id.* p. 18. The authority is limited to charging parcel owners for "maintenance and upkeep"

Defendant Research Park, LLC, acquired the Park, and took assignment of the rights, title and interest as Declarant under the Covenants, pursuant to a Notice of Assignment of Declarant's Rights effective as of October 10, 2018. Plaintiffs' Exhibits 1 & 2. Defendant is a single member

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limited liability company owned by Dan Wagner. Prior to Defendant's ownership of the Park, the SCRA had conveyed the Park, including all unsold property and its developer rights, to Anderson County in 2006, who assigned it to Anderson County Development Partnership ("ACDP"). Plaintiffs' Exhibit 2. ACDP changed its name to Innovate Anderson, a South Carolina non-profit ("Innovate") in 2008. *Id.*

When it was Park Authority, Innovate periodically collected maintenance fees from Owners in the Park, including Poly-Med. Before conveying the Park to Defendant, Innovate gave Defendant a document entitled "Innovate Income and Expense Proration Estimates for Settlement." Plaintiffs' Exhibit 7. The Income and Expense Proration showed the maintenance fees collected from Park Owners at the rate of $600 per acre in the total amount of $69,645.36 per year and "Monthly Expenses" including monthly water, power and landscaping expenses in the amount of $2,333.33 per month. *Id.* Upon Innovate conveying the Park to Defendant, Innovate transferred $50,182.82 in collected and unused maintenance fees to Defendant. Defendant financed the purchase of the Park, in part, through a mortgage. Plaintiffs' Exhibit 4.

The Covenants also provide that "[n]o building, landscaping or other improvements shall be altered, placed or erected on any Parcel without approval from the Authority or its agent." Plaintiffs' Exhibit 5, p. 26. On or about June 14, 2017, before Defendant acquired the Park, Poly-Med's current Manager of Facility and IT, Jeffrey Ellis, sent an email to Burriss Nelson, Registered Agent, requesting approval to install modular office buildings ("Trailers") to serve as temporary offices at Poly-Med's Parcel at 51 Technology Drive in the Park. Mr. Ellis submitted drawings and specification with the email. He later spoke to Mr. Nelson by telephone and, in that conversation, Mr. Nelson gave his approval for the Trailers.

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Beginning in 2019, Defendant began billing Owners, including Poly-Med, annual maintenance fees at the rate of $600 per acre. At the time, Plaintiffs owned 19.25 acres in the Park. Poly-Med paid $11,550 in maintenance fees that year. Plaintiffs' Exhibit 14. In October 2019, Plaintiff, PMI Properties, Inc., a wholly-owned subsidiary of Poly-Med, purchased from Defendant an additional 12.685 acres next to one of Plaintiffs' existing Parcels. Plaintiffs' Exhibit 12. PMI Properties paid $5,385.93 in maintenance fees to Defendant as part of the purchase. Plaintiffs' Exhibit 17. PMI Properties later transferred the new Parcel to Poly-Med through an unrecorded deed. Plaintiffs' Exhibit 16.

In 2020, Defendant's invoice for annual maintenance fees to Poly-Med increased to $19,161.00, due to Plaintiffs' acquisition of the additional acreage in 2019. Plaintiffs' Exhibit 13. On April 30, 2020, Poly-Med president, David Shalaby, sent a message to Mr. Wagner complaining that very little maintenance was actually being performed in the Park and asking for information on how the maintenance fees collected were being spent. Plaintiffs' Exhibit 18. After getting no response, Poly-Med counsel sent Mr. Wagner an email seeking an accounting of the fees. Plaintiffs' Exhibit 19. In response, Defendant took the position that Plaintiffs were not entitled to an accounting of the maintenance fee and refused to provide one. Plaintiffs' Exhibit 18.

B. The Parties Claims

1. Plaintiffs' Claims

In their original Complaint, Plaintiffs asserted five causes of action against Defendant: (1) breach of restrictive covenants by charging maintenance fees in excess of actual maintenance and upkeep costs; (2) conversion of maintenance fees; (3) unjust enrichment with respect to the fees; (4) an accounting of the fees collected and spent; and (5) an injunction to prevent Defendant from

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selling Park Parcels to persons or entities that it not meet the science and engineering employee requirements for Park Owners. Plaintiffs seek damages with respect to the overpayment of fees, interest and an award of their costs, disbursements and reasonable attorneys' fees. The Covenants provide that:

> In any suit or action brought by the Authority, an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provision or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.
>
> Plaintiffs' Exhibit 5, p. 22.

2. Defendant's Counterclaims

Defendant counterclaims that Plaintiffs have "historically failed to make timely payment" of annual invoices from Defendant for maintenance fees. Defendant also alleges that Plaintiffs made improvements on their Parcel(s) without approval of Defendant or its predecessors. Defendant seeks a judgment for damages, an injunction against Plaintiffs and an award of Defendant's costs, disbursements and reasonable attorneys' fees.

C. Defendant's Expenditures of Maintenance Fees

Through discovery, and examination of Defendant's bank records, Plaintiffs learned that Defendant was using maintenance fees collected from Park Owners, including Plaintiffs, to pay its monthly mortgage payments and for expenses like accounting fees, insurance, marketing expenses and legal fees, including the legal fees incurred by Defendant in this action. See Plaintiffs' Exhibits 8 & 9. At trial, Mr. Wagner testified that he considered any fees collected in excess of expenses for maintenance and upkeep to be profits with which he could do whatever he wished. When Defendant first opened a bank account after its acquisition of the Park in 2018, it deposited only $25,000.00 of the $50,182.82 in collected maintenance fees it received from Innovate. Plaintiffs'

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Exhibit 8. At various times, Mr. Wagner has withdrawn funds from the maintenance fee accounts for his personal use. Plaintiffs' Exhibits 10 & 11.

D. The Court's Earlier Orders

The parties each filed motions for summary judgment with respect to their claims and counterclaims. Following a hearing on those motions, the Court granted Plaintiffs' oral motion for an injunction, prohibiting Defendant from selling Park Parcels to persons or entities that do not meet the Covenant's Owner restrictions. Pursuant to the Court's order, the parties picked a qualified accountant, by agreement, and an accounting of the fees was prepared. Plaintiffs' Exhibit 15. Through its July 18, 2023 Order, the Court also granted an award of attorneys' fees for the Plaintiffs, in an amount to be determined after trial. Court Order dated July 18, 2023.

Defendant's claim that Plaintiffs failed to make timely payment of maintenance fees was abandoned at trial. The Court also dismissed Plaintiffs' claim that Defendants was attempting to market Parcels to persons or entities that did not meet on Ownership requirements. The respective claims were dismissed on grounds of insufficient proof.

At trial, Plaintiffs also argued that the Covenants require that the Park Authority, now Defendant, designate Common Areas and convey them to the Association. Because the Covenants do not include a specific period of time for such designation and conveyance, Plaintiffs maintain that the Court should apply a reasonable period of time. Plaintiffs contend that thirty-seven (37) years (from when the Park and Covenants were created) is beyond any reasonable period of time for Innovate or Defendant to designate Common Areas and convey them to the Association. Defendant currently owns somewhere between 118.81 acres (47.94% of the acres) and 136.40 acres (51.44% of the acres) in the Park. The Owners other than Defendant currently own somewhere between 129.04 acres (52.07% of the acres) and 128.76 acres (48.56 % of the acres)

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in the Park. *See* Plaintiffs' Exhibit 30. Plaintiffs were permitted to amend their Complaint to conform to the evidence at trial with respect to their claim that Common Areas should be designated and conveyed. In their Amended Complaint, Plaintiffs requested that the Court issues an order directing Defendant to designate, as Common Areas, at least ten (10) acres of Defendant's property in the Park, or such lesser amount of acres as will result in Defendant owning less than one-half of the Park Property, so that Defendant will be entitled to less than one-half the votes in the Association, and then convey the Common Areas to an Association of Park Owners pursuant to the Covenants.

II. Legal Analysis

A. Maintenance Fees

"Restrictive covenants are contractual in nature." *Hardy v. Aiken,* 369 S.C. 160, 166 (2006). "The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it *at the time of execution*." *Hanold v. Watson's Orchard Prop. Owners Ass'n, Inc.*, 412 S.C. 387, 396 (Ct. App. 2015), *aff'd*, 419 S.C. 162 (2017) (quoting *Hardy*, 369 S.C. at 166) (emphasis added). Indeed, "the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *Id.* (citing *Taylor v. Lindsey,* 332 S.C. 1, 4 (1998).

"[N]oncontradictory terms may be implied in a contract in order to effectuate the manifest intention of the parties when the circumstances warrant it, and that there exists in every contract an implied covenant of good faith and fair dealing." *Com. Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 366–67, 147 S.E.2d 481, 484 (1966).

To the extent the Covenants do not *expressly* provide that maintenance fees collected by the Authority (now Defendant) may only be used, and may only be collected to the extent

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necessary, for the maintenance and upkeep of the Park, given the language used in the Covenants, the intent of them and of the original Authority (SCRA) and the covenant of good faith and fair dealing, such a limitation may be certainly implied.

The question then becomes what constitutes "maintenance and upkeep" under the Covenants. When a term is not defined within a contract, "evidence of its usual and customary meaning is competent to aid in determining its meaning." *Hanold*, 412 S.C. at 397 (citing *Anderson v. Buonforte*, 365 S.C. 482, 490 (Ct. App. 2005).[1]

If South Carolina courts have not expressly defined a term in the context of restrictive covenants, interpretations in cases from other jurisdictions may also provide support. *See id.* at 397-98 (review of cases from other jurisdictions dealing with the term "developed" in the context of restrictive covenants confirmed that "develop" connotes conversion into an area suitable for use or sale). Although "maintenance fee," "maintenance," and "upkeep" are not defined in the Covenants, standard methods of contract interpretation and a review of other jurisdictions' interpretations provide that "maintenance" connotes a state of physical repair, upkeep, and preservation, and does not include administrative expenditures. *Saphir v. Neustadt*, 177 Conn. 191, 204-05, 413 A.2d 843, 851 (1979). In *Saphir*, the Supreme Court of Connecticut addressed a similar issue where the defendant developer collected funds from the plaintiff-property owners pursuant to a covenant that was to "be applied to the maintenance . . . of the roads." *Id.* at 203, 850. However, the defendant developer argued that the maintenance funds collected encompassed expenses including real estate taxes, legal fees, state fees, insurance, fire department contributions,

[1] "When a [contract] does not define a term, the term should be defined according to the usual understating of the term's significance to the ordinary person." Hutchinson -v- Liberty Life Ins. Co., 393 SC 19, 24, 709 SE 2d 130,134 (Ct App 2011). Dictionary can be useful staring points for interpreting terms in a [contract]. Hutchinson, id, "Merriam-Webster" dictionary defines "maintenance" as "to keep in an existing state (as of repairs, efficiency, or validity), preserve from failure or decline."
"Merriam-Webster" dictionary defines "upkeep" as "the act or cost of maintain in good condition; maintenance".

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signs, and a guardhouse. *Id.* at 203, 851. In affirming the trial court's finding that "maintenance" did not include authorization of such expenditures, the *Saphir* court noted:

> Implicit in the court's findings and conclusions is a restrictive definition of the word "maintenance" in the covenant contained in the plaintiffs' deeds, one that would limit permissible use of the "road fund" to the physical upkeep of the road, excluding use of the funds for administrative or managerial expenses. This construction of "maintenance" is both consistent with meanings given to similar covenants relating to road maintenance, and with the parties' intentions concerning the payments made by the plaintiffs. *"Maintenance" in relation to property has been defined as "the upkeep or preservation of the condition of property"; Black's Law Dictionary; and "making repairs and otherwise keeping premises . . . in good condition";* Ballantine's Law Dictionary. It connotes a state of physical repair, upkeep, and preservation. *Frye v. Angst*, 28 Wis.2d 575, 582, 137 N.W.2d 430 (1965); 54 C.J.S. Maintenance, p. 905. *It does not, in common parlance, encompass the expenditure of funds for the administrative or managerial purposes of a corporation.* If the covenant here in question had been intended to authorize expenditures other than those related to the physical upkeep and repair of the roads, it could easily have so stated. *See Neptune Park Assn. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951).
>
> *Saphir,* 177 Conn. at 205, 851 (emphasis added).

Here, as in *Saphir*, Defendant is attempting to expand the ordinary meaning of the words "maintenance and upkeep" to include expenses for mortgage payments, attorney fees, accounting fees, management expenses, insurance premiums and marketing expenses. The plain and obvious meaning of "maintenance and upkeep" does not support Defendant's interpretation.

The Covenants provide that the Authority may collect "a maintenance fee for maintenance and upkeep of the Park." Plaintiffs' Exhibit 5, p.17. Had the Authority intended to authorize expenditure of the fees for anything other than the physical upkeep of the Park's common areas, it could have easily so stated in the Covenants, would not have used the language it did ("*for* maintenance and upkeep") and would not have called the fee a "maintenance" fee. *See id.* at 205. Indeed, the Covenants *do contemplate* a much wider array of expenditures in the subsequent paragraph governing "Assessments" paid to the Association (instead of a maintenance fee to the

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Authority) after any portion of the Park is conveyed to the Association as Common Areas. Plaintiffs' Exhibit 5, p. 18 (emphasis added). When describing the scope of allowable charges by the Association, the Covenant provides a list of estimated expenses including, among other things:

> [E]xpenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; including fees for a Manager (if any); utility charges; legal and accounting fees; any deficit remining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such expenses shall constitute the Common Expenses.
>
> *Id.*, p. 18.

The inclusion of these various items under allowable expenses for Assessments is evidence that the Covenants do not intend for such expenses to be included as part of the maintenance fees chargeable by the Authority. The Covenants could have easily included this same list of expenses in the maintenance fee section, but did not. Including a list of expenses in one part of the Covenant and not in the other is evidence of the original parties intention that the ordinary and common understanding of "maintenance and upkeep" is limited to ordinary physical repairs to keep the common areas in good condition.

The accounting showed all the maintenance fees collected by Defendant as well as all of Defendant's expenditures from the bank account(s) in which the fees were deposited. Plaintiffs' Exhibit 15. The Court finds that the only expenses actually used "for maintenance and upkeep of the Park" incurred by Defendant since it took ownership of the Park, and became Park Authority in October 2018, were expenses for water, power and landscaping. For the years 2019 to 2023, Poly-Med paid $93,579.93 in maintenance fees. *See* Plaintiffs' Exhibit 15 & 30. During those years, Plaintiffs' share of maintenance expenses (water, power and landscaping) based on its percentage ownership of Park Property (not owed by Defendant) was $27,855.70. *Id.* Plaintiffs

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were overcharged by $74,001.41 in the years 2019 to 2023. Plaintiffs' Exhibit 30. [The $65,724.23 in damages in this Court's Form 4 order reflect only the amounts Plaintiffs overpaid in the years 2019 to 2023. The Order does not reflect overpayments in 2018, though Defendant received $50,182.82 in collected maintenance fees from Innovate when it purchased the Park in that year. For the total period of Defendant's Park Ownership, from 2018 to 2023, Poly-Med paid $101,902.25 in maintenance fees (including Plaintiffs' share of the $50,182.82) while its share of maintenance expenses during the period was only $27,900.84. *Id.* pp. 3. For the total period 2018 to 2023, Poly-Med was overcharged by a total of $74,001.41. *Id.* pp. 3-4.

While the Defendant had the unambiguous right to charge the prescribed amounts in the Covenants, which was $300 per acre compounded 10% annually, for maintenance and upkeep, Defendant was required by the implied covenant of good faith and fair dealing, and possibility had a fiduciary duty to use the monies charged for the purpose of maintenance and upkeep. The fees charged for maintenance and upkeep were not intended to be a profit-making mechanism. The Court finds that Plaintiff [Poly-Med] is entitled to damages in the amount of $74,001.41. This amount represents the difference in what Defendant charged Plaintiff[s] for maintenance and upkeep and the amount defendant actually spent on maintenance and upkeep from the time defendant took ownership of the property to present.

B. Designation of Common Areas and Conveyance to the Association

Further, the Court finds that when taking the Covenants into consideration as a whole, Defendant is under no obligation or requirement to convey Common Areas over to the Association. Based on the Covenants, the conveyance of Common Areas to the Association is discretionary.