

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Circuit Court

The Honorable R. Lawton McIntosh, Circuit Court Judge

RECEIVED

APR 01 2020

SC Court of Appeals

Appellant Case No. 2018-001444

Encore Technology Group, LLC,Respondent/Appellant,

v.

Keone Trask and Clear Touch Interactive, Inc.
f/k/a Clear Touch Interactive, LLC,Appellants/Respondents.

AND

Clear Touch Interactive, Inc. f/k/a Clear Touch
Interactive, LLC,Appellants/Respondent,

v.

Encore Technology Group, LLC,Respondent/Appellant.

SUPPLEMENTAL RECORD ON APPEAL

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Trask*

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
ENCORE TECHNOLOGY GROUP, LLC,
Plaintiff,
vs.
KEONE TRASK and CLEAR TOUCH
INTERACTIVE, INC., f/k/a CLEAR
TOUCH INTERACTIVE, LLC,
Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2015-CP-23-05757

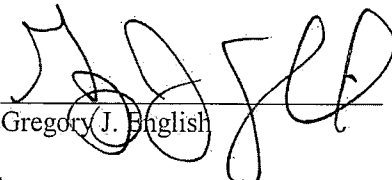
**REPLY AFFIDAVIT OF
GREGORY J. ENGLISH, ESQ.**

The Affiant, Gregory J. English, after being duly sworn, states as follows:

1. I have personal knowledge of the facts set forth herein, am over 18 years of age, and am otherwise competent to give this affidavit.
2. I am a shareholder of Wyche, P.A. (the "Wyche Firm"), which represented Plaintiff Encore Technology Group, LLC ("Encore") in the above-referenced case. I was the attorney primarily responsible for managing and directing the work performed by the Wyche Firm on Encore's behalf in this action.
3. In reply to Defendants' arguments that they could not review all of the detail of the work performed by attorneys and paralegals of the Wyche Firm on this case, a detailed statement showing how this time was spent is attached hereto as Exhibit A. Exhibit A is a true and accurate statement of the time spent by attorneys and paralegals of the Wyche Firm on this case, is kept in the ordinary course of our business, and the entries are made by persons with first-hand knowledge of the information in them at or near the time of the work.

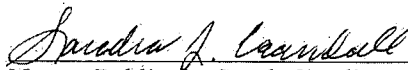
4. In reply to Defendants' arguments that they could not review all of the costs Encore incurred, or the Wyche Firm incurred on Encore's behalf, invoices supporting these costs and expenses are attached hereto as Exhibit B.

FURTHER THE AFFIANT SAITH NOT.



Gregory J. English

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 15 DAY OF NOVEMBER, 2017



Notary Public for South Carolina
My commission expires: 9/5/23

EXHIBIT A

20677 Encore Technology Group LLC
8 vs. Keone Trask, et al

Date	Time: Hours	Rate	Amount	Narrative
09/03/2015	227	0.40 \$	400.00 \$	160.00 Phone calls with Mr. Newnam regarding Cleartouch issues and strategy.
09/08/2015	227	0.50 \$	400.00 \$	200.00 Review and revise notice of termination of Clear Touch.
09/16/2015	227	0.70 \$	400.00 \$	280.00 Conference call with Messrs. Newman and Knight regarding lawsuit vs. Mr. Trask; review documents regarding same; phone call with Mr. Newnam regarding same.
09/17/2015	227	3.00 \$	400.00 \$	1,200.00 Draft complaint; correspond with Messrs. Newnam and Knight regarding same.
09/18/2015	227	1.70 \$	400.00 \$	680.00 Draft summons; conferences regarding filing and service; phone calls with Mr. Newnam regarding complaint; revise same; prepare exhibits for same; letter to Sheriff's office regarding service of same.
09/22/2015	227	0.50 \$	400.00 \$	200.00 Correspond with Mr. Newnam regarding service of process; phone call with same regarding timeline and strategy; organize file.
09/29/2015	227	0.90 \$	400.00 \$	360.00 Review documents regarding factoring and return of products; phone call and correspond with Mr. Newnam regarding same.
09/30/2015	227	0.20 \$	400.00 \$	80.00 Phone call with Mr. Newnam regarding discussions with Factor.
10/16/2015	227	0.20 \$	400.00 \$	80.00 Phone call with Mr. Newnam regarding status and strategy.
11/12/2015	227	0.20 \$	400.00 \$	80.00 Phone call with Mr. Newnam regarding return of product.
11/16/2015	227	0.30 \$	400.00 \$	120.00 Review answers by Clear Touch and Mr. Trask to complaint; letter to Mr. Newnam regarding same.
11/17/2015	227	0.30 \$	400.00 \$	120.00 Phone call with Mr. Newnam regarding Trask's answer and next steps in lawsuit.
12/08/2015	227	1.50 \$	400.00 \$	600.00 Conference call with Messrs. Newnam and Young regarding damages claim; draft first set of interrogatories; begin drafting first request for production of documents.
12/14/2015	227	0.90 \$	400.00 \$	360.00 Phone call and correspond with Mr. Newnam regarding interrogatories and requests to produce documents; revise same; letter to Messrs. Moody and Smith serving same.
03/04/2016	227	1.20 \$	400.00 \$	480.00 Correspond with Mr. Smith regarding confidentiality order and discovery; phone call with Mr. Newnam regarding same; revise same; letter to Mr. Smith regarding same.
04/11/2016	227	0.80 \$	400.00 \$	320.00 Review discovery responses and documents from Mr. Trask; phone call and correspond with Mr. Newnam regarding same.
04/13/2016	227	0.20 \$	400.00 \$	80.00 Correspond with Mr. Newnam regarding defendants' document binders; memorandum regarding same.
04/15/2016	227	0.10 \$	400.00 \$	40.00 Phone call with Mr. Newnam regarding document production and mediation.
04/21/2016	227	0.50 \$	400.00 \$	200.00 Conference call with Messrs. Newnam and Knight regarding Plaintiff's discovery responses; mediation, and damage claims.
04/22/2016	227	0.30 \$	400.00 \$	120.00 Phone call with Mr. Newnam regarding additional claims by Mr. Higginbotham.
05/05/2016	227	0.60 \$	400.00 \$	240.00 Conference regarding discovery and strategy; memorandum regarding expert.
05/24/2016	227	0.60 \$	400.00 \$	240.00 Conference regarding expert and discovery; correspond with Messrs. Newnam and Smith regarding same.
05/25/2016	227	0.30 \$	400.00 \$	120.00 Phone call with Mr. Newnam regarding case and expert; conference regarding same.
05/31/2016	227	2.20 \$	400.00 \$	880.00 Meet with Messrs. Newnam, Young, Melanger, and Barker regarding expert damages report.
06/02/2016	227	4.30 \$	400.00 \$	1,720.00 Review discovery responses and draft deficiency letter; conference call with Messrs. Newnam and Young regarding same; revise and send deficiency letter.
06/06/2016	227	1.10 \$	400.00 \$	440.00 Phone call with Mr. Newnam regarding discovery and expert; correspond with Mr. Smith regarding same; revise expert engagement letter; correspond with Mr. Lively regarding same; revise Mr. Young's timeline.
06/13/2016	227	0.20 \$	400.00 \$	80.00 Phone call with Mr. Newnam regarding strategy.
06/16/2016	227	0.30 \$	400.00 \$	120.00 Phone call with Messrs. Newnam and Knight regarding ClearTouch supplier; conference regarding same.
06/29/2016	227	0.70 \$	400.00 \$	280.00 Correspondence with Messrs. Newnam and Smith regarding discovery and trial schedule; review clerk's memo and roster regarding same; conference regarding same
07/01/2016	227	0.50 \$	400.00 \$	200.00 Phone calls with Messrs. Newnam and Ms. Barker regarding discovery responses; review and calendar deadlines from Mr. Smith.
07/05/2016	227	1.00 \$	400.00 \$	400.00 Conference call with Messrs. Newnam and Young regarding discovery responses and witness interviews; revise discovery responses.
07/06/2016	227	1.00 \$	400.00 \$	400.00 Phone call with Messrs. Newnam and Young regarding initial documents and witnesses; review same; correspond with Mr. Young regarding same.
07/07/2016	227	0.50 \$	400.00 \$	200.00 Phone call with Messrs. Newnam and Young regarding discovery and witness list; revise same.
07/14/2016	227	1.00 \$	400.00 \$	400.00 Review and revise discovery responses; phone calls with Mr. Newnam regarding same; correspond with Mr. Smith regarding same.
07/19/2016	227	0.80 \$	400.00 \$	320.00 Conference regarding response to demand letter from Clear Touch; letter to Mr. Smith regarding same; phone call with Mr. Newnam regarding same; conference regarding damages.
07/21/2016	227	0.80 \$	400.00 \$	320.00 Review letter from Mr. Smith regarding documents; correspond with Mr. Newnam regarding same; phone call with same regarding same.

07/25/2016	227	1.10	\$	400.00	\$	440.00	Conference call with Messrs. Meilinger and Lively regarding damage calculations and additional documents needed; correspond with Messrs. Newnam and Young regarding same and additional documents from Trask.
07/26/2016	227	0.20	\$	400.00	\$	80.00	Review correspondence from Mr. Young; letter to Mr. Lively regarding same.
07/28/2016	227	1.40	\$	400.00	\$	560.00	Conference call with Messrs. Newnam, Young, Meilinger, Lively, and Barker regarding damage documents, calculations, and report; correspond with same regarding same.
08/02/2016	227	0.30	\$	400.00	\$	120.00	Begin review of Trask's supplemental discovery responses.
08/03/2016	227	2.00	\$	400.00	\$	800.00	Phone call with Mr. Newnam regarding witnesses and discovery responses; review Defendant's supplemental responses; draft demand letter for same; correspond with Mr. Newnam regarding same.
08/04/2016	227	0.60	\$	400.00	\$	240.00	Conference call with Messrs. Newnam and Young regarding discovery responses and requests; revise letter to Mr. Smith regarding same.
08/05/2016	227	0.50	\$	400.00	\$	200.00	Conference call with Messrs. Newnam and Young regarding letter to Mr. Smith; revise and send same; phone call with Mr. Newnam regarding follow-up to same.
08/08/2016	227	1.40	\$	400.00	\$	560.00	Review and revise supplemental interrogatory answers and document requests; conference regarding same; phone call with Mr. Smith regarding same, mediation, and Trask's documents still to be produced.
08/10/2016	227	0.20	\$	400.00	\$	80.00	Phone call with Mr. Newnam regarding Mr. Powell and mediation.
08/15/2016	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Traxler's office regarding mediation; correspond with Messrs. Newnam and Smith regarding same.
08/17/2016	227	0.20	\$	400.00	\$	80.00	Correspond with Mr. Newnam and mediator regarding mediation and damages documents.
08/22/2016	227	0.30	\$	400.00	\$	120.00	Phone call with Mr. Newnam regarding status of case and Lecroy.
08/24/2016	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Newnam regarding subpoena to Lecroy; draft Reseller Agreement and discovery; draft subpoena to Lecroy; letter to Mr. Newnam regarding same.
08/25/2016	227	0.70	\$	400.00	\$	280.00	Correspond with Mr. Smith regarding discovery; correspond with Mr. Young regarding Lecroy; review Georgia Secretary of State records regarding same; revise subpoena regarding same; research Uniform Discovery Act in Georgia.
08/26/2016	227	1.00	\$	400.00	\$	400.00	Phone call with Mr. Newnam regarding Lecroy subpoena; revise same; letter to Lecroy regarding same; phone call with clerk regarding case.
08/30/2016	227	0.90	\$	400.00	\$	360.00	Phone calls with Messrs. Newnam and Ms. Pickett regarding subpoena to Lecroy and Trask assets; letter to Ms. Pickett regarding complaint; review asset documents.
09/01/2016	227	0.60	\$	400.00	\$	240.00	Correspond with Messrs. Newnam, Lively, and Smith regarding discovery and mediation; review additional documents from Clear Touch.
09/02/2016	227	1.50	\$	400.00	\$	600.00	Conference call with Messrs. Newnam and Young regarding Trask discovery responses; phone call with Mr. Lively regarding same; draft subpoena and letter to CPA regarding documents; letter to Mr. Smith regarding same.
09/06/2016	227	0.20	\$	400.00	\$	80.00	Review correspondence regarding Mr. Trask and Clear Touch sales; memorandum to Mr. Newnam regarding same.
09/07/2016	227	0.20	\$	400.00	\$	80.00	Review correspondence from Messrs. Newnam, Young, and Meilinger regarding damages; correspond with Mr. Smith and CPA regarding tax documents.
09/13/2016	227	1.60	\$	400.00	\$	640.00	Phone calls with Mr. Newnam regarding CPA and Lecroy documents; correspond with Mr. Smith and Lecroy attorney regarding Georgia subpoena; draft same; phone call and correspond with Georgia attorney regarding same.
09/14/2016	227	1.80	\$	400.00	\$	720.00	Review financial documents from CPA; conference call with Mr. Newnam and expert regarding report; phone calls with Messrs. Newnam and Young regarding same; phone call with Messrs. Schmidt and Powell.
09/15/2016	227	0.60	\$	400.00	\$	240.00	Conference call with Mr. Lively regarding CT data and mediation report.
09/16/2016	227	0.60	\$	400.00	\$	240.00	Conference call with Messrs. Newnam, Young, Meilinger, and Lively regarding expert damages report for mediation.
09/19/2016	227	2.90	\$	400.00	\$	1,160.00	Conference call with Messrs. Newnam, Young, and Lively regarding damages report; review same; letter to mediator and opposing counsel regarding same; phone call with Messrs. Schmidt and Powell; draft affidavit for Mr. Powell.
09/20/2016	227	0.60	\$	400.00	\$	240.00	Conference call with Messrs. Newnam and Young regarding Powell affidavit; revise same; phone call with Mr. Powell regarding same.
09/21/2016	227	0.80	\$	400.00	\$	320.00	Correspond with Mr. Young regarding ClearTouch prices; review prior jury charges and prepare for mediation.
09/22/2016	227	4.70	\$	400.00	\$	1,880.00	Meet with Messrs. Newnam and Young regarding mediation; attend same; conference regarding same.
09/27/2016	227	0.50	\$	400.00	\$	200.00	Conference call with Messrs. Newnam and Young regarding action items and strategy.
09/28/2016	227	1.10	\$	400.00	\$	440.00	Meet with Mr. Powell regarding affidavit; letters to Mr. Newnam regarding same; subpoena to Galaxy, and deposition schedule; draft subpoena; letter to Ms. Pickett regarding same.
09/29/2016	227	0.90	\$	400.00	\$	360.00	Phone call with Mr. Newnam regarding Galaxy subpoena and deposition list; letter to Mr. Smith regarding depositions; letter to Georgia counsel regarding subpoena to Galaxy.
09/30/2016	227	0.40	\$	400.00	\$	160.00	Correspond with Messrs. Newnam and Smith regarding deposition and trial dates; conference regarding same.
10/03/2016	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Newnam regarding Florida witness; correspond with Mr. Smith regarding Lecroy subpoena.

10/04/2016	227	1.20	\$	400.00	\$	480.00	Phone call with Mr. Newnam regarding interview of Florida witness; revise motion to compel.
10/10/2016	227	0.30	\$	400.00	\$	120.00	Correspond with Clerk regarding hearing on motion to compel; letter to Mr. Newnam regarding depositions.
10/12/2016	227	1.20	\$	400.00	\$	480.00	Phone calls and correspond with Messrs. Newnam and Smith regarding depositions; draft notice of hearing on motion to compel; letter to Mr. Newnam regarding Florida reseller of ClearTouch.
10/17/2016	227	1.80	\$	400.00	\$	720.00	Phone calls with Messrs. Newnam and Higginbotham regarding filings and discovery; review recent motions to quash and compel filed by Trask; letters to Mr. Newnam regarding same.
10/24/2016	227	0.70	\$	400.00	\$	280.00	Prepare for motion to compel; gather document excerpts for judge.
10/25/2016	227	0.30	\$	400.00	\$	120.00	Review Trask's motion to compel and discovery responses; phone call with Mr. Newnam regarding same.
10/26/2016	227	3.60	\$	400.00	\$	1,440.00	Prepare for hearing on motions to compel; conference call with Messrs. Newnam, Young, and Knight regarding same; attend hearing; draft proposed order; correspond with Messrs. Newnam and Smith regarding same.
11/02/2016	227	0.90	\$	400.00	\$	360.00	Phone call with Ms. Pickett regarding Galaxy production; correspond with same and Mr. Newnam regarding same; review Mr. Smith's changes to proposed order; draft same.
11/03/2016	227	0.60	\$	400.00	\$	240.00	Correspond and phone calls with Messrs. Newnam and Young regarding documents, proposed order, and subpoenas; draft letter to Judge Stilwell regarding same.
11/04/2016	227	1.20	\$	400.00	\$	480.00	Review and revise proposed order; letter to Judge Stilwell regarding same; phone call with Mr. Smith regarding same; draft letters and subpoenas to five schools and CSI; phone call with Mr. Newnam regarding same; revise and send same.
11/07/2016	227	0.70	\$	400.00	\$	280.00	Review Mr. Smith's letter regarding proposed order; revise same; letter to same regarding same; draft notice of deposition; letter to Mr. Newnam regarding same.
11/08/2016	227	0.30	\$	400.00	\$	120.00	Correspond with Mr. Smith and law clerk regarding revision to proposed order; make same.
11/10/2016	227	0.60	\$	400.00	\$	240.00	Phone call with Mr. Newnam regarding Georgia subpoenas and Mr. Higginbotham; memoranda regarding same.
11/14/2016	227	1.90	\$	400.00	\$	760.00	Finalize notice of depositions and letter to Mr. Smith regarding same; correspond with Mr. Smith regarding proposed discovery order; phone calls with Messrs. Newnam and Higginbotham regarding customer list; revise subpoena and draft letter regarding same.
11/16/2016	227	0.70	\$	400.00	\$	280.00	Correspond with Mr. Smith regarding Mr. Meilinger report and subpoenas; phone call with Messrs. Newnam and Young regarding document production.
11/17/2016	227	1.00	\$	400.00	\$	400.00	Conference call with Messrs. Newnam and Young regarding Wake and Galaxy subpoenas and documents; review same; correspond with Wake; phone call with Ms. Pickett regarding same.
11/18/2016	227	0.40	\$	400.00	\$	160.00	Meet with Mr. Young regarding documents to produce; conference regarding same; correspond with Mr. Smith regarding expert report and depositions.
11/21/2016	227	1.10	\$	400.00	\$	440.00	Correspond with Mr. Smith regarding subpoenas and depositions; phone calls with Florida schools regarding same; conferences regarding document production; letters to Mr. Smith regarding same.
11/22/2016	227	0.20	\$	400.00	\$	80.00	Correspond with Mr. Smith regarding documents and depositions; conference regarding same.
11/23/2016	227	0.80	\$	400.00	\$	320.00	Correspond with Mr. Smith regarding documents; conferences regarding production; begin reviewing documents for depositions.
11/26/2016	227	3.20	\$	400.00	\$	1,280.00	Review documents for depositions of Ms. Trask, Ms. Gallant, and Ms. Cruse.
11/28/2016	227	2.60	\$	400.00	\$	1,040.00	Phone calls with Mr. Newnam regarding Defendant's supplemental production and depositions; review same; correspond with Mr. Smith regarding same; conferences regarding same and flash drives.
11/29/2016	227	5.20	\$	400.00	\$	2,080.00	Review documents for deposition; prepare outlines for same; conferences regarding same; draft letter to Mr. Smith regarding missing documents; review Valdosta documents; phone call with Mr. Newnam regarding depositions.
11/30/2016	227	7.00	\$	400.00	\$	2,800.00	Meet with Messrs. Newnam and Young regarding depositions; depose Ms. Trask and Mr. Gallant; meet with Messrs. Newnam, Young and Smith regarding same.
12/01/2016	227	2.30	\$	400.00	\$	920.00	Phone call with Mr. Newnam regarding depositions and additional documents needed; meet with Mr. Smith regarding same; conference regarding same; phone call with Mr. Newnam regarding same; letter to same regarding same.
12/02/2016	227	0.70	\$	400.00	\$	280.00	Draft amended notice of deposition and letter to Mr. Smith regarding same; phone call with Ms. Pinckney regarding Lecroy; review and revise subpoena descriptions; review letter from Mr. Smith regarding discovery and trial.
12/06/2016	227	0.60	\$	400.00	\$	240.00	Correspond with Messrs. Newnam and Young regarding additional emails and response to Defendant's request on documents and trial date; conference call with same; draft response regarding same.
12/09/2016	227	0.30	\$	400.00	\$	120.00	Review letter to Mr. Smith and send same; correspond with Mr. Newnam regarding case.
12/12/2016	227	0.80	\$	400.00	\$	320.00	Phone calls and correspond with Mr. Smith and clerk regarding documents and trial date; correspond with Mr. Newnam regarding same; review and conference regarding Leon County documents.
12/13/2016	227	2.80	\$	400.00	\$	1,120.00	Review Leon County documents for depositions; phone call with Mr. Newnam regarding same; conferences regarding same and subpoena documents; letter to Mr. Smith regarding same.

12/14/2016	227	4.20	\$	400.00	\$	1,680.00	Review Leon County documents; correspond and phone calls with Messrs. Newnam and Young regarding same and other documents regarding Mr. Martin; review same; prepare exhibits and outlines for same and deposition of Ms. Cruse.
12/15/2016	227	6.00	\$	400.00	\$	2,400.00	Meet with Messrs. Newnam and Young regarding depositions of Mr. Martin and Ms. Krebs; take same; conference regarding same.
12/19/2016	227	0.80	\$	400.00	\$	320.00	Review correspondence from Mr. Smith regarding document production; review documents for attachments; conferences regarding same.
12/20/2016	227	0.20	\$	400.00	\$	80.00	Conferences regarding document production.
12/21/2016	227	1.00	\$	400.00	\$	400.00	Conferences regarding production to CT; review documents produced by CT; memos regarding same.
12/22/2016	227	1.70	\$	400.00	\$	680.00	Research regarding UC Solutions; draft subpoena to same; correspond with Mr. Newnam regarding same; conference regarding document production; letter to Mr. Smith regarding additional documents needed.
12/23/2016	227	0.50	\$	400.00	\$	200.00	Correspond with Mr. Newnam regarding UC Solutions and Ronco subpoenas; revise and draft same; arrange for service of same.
01/02/2017	227	0.50	\$	400.00	\$	200.00	Review motions to quash and subpoenas; letter to Mr. Newnam regarding same.
01/05/2017	227	3.50	\$	400.00	\$	1,400.00	Prepare for hearing on motion to quash subpoenas; attend and argue same; phone calls with Mr. Newnam regarding same.
01/06/2017	227	0.80	\$	400.00	\$	320.00	Conferences regarding CT document production and subpoenaed documents; letter to Mr. Newnam regarding same; began drafting action items to prepare for trial.
01/10/2017	227	2.40	\$	400.00	\$	960.00	Correspond with Mr. Newnam regarding depositions and motions to quash; prepare trial preparation plan and timetable; memorandum regarding same; conferences regarding discovery responses and ClearTouch documents; review Mr. Meilinger's mediation report.
01/11/2017	227	0.40	\$	400.00	\$	160.00	Correspond with Mr. Newnam regarding depositions; conference regarding depositions and subpoenas; review Meilinger report regarding damages.
01/12/2017	227	2.30	\$	400.00	\$	920.00	Review supplemental document production by ClearTouch; letters to Mr. Smith regarding deficiencies in same; review Meilinger's damage report; letter to Mr. Newnam regarding same.
01/13/2017	227	0.90	\$	400.00	\$	360.00	Phone call with Mr. Newnam regarding status and timeline; correspond with same and Mr. Young regarding same; correspond with Mr. Smith regarding discovery.
01/17/2017	227	0.30	\$	400.00	\$	120.00	Correspond with Mr. Smith regarding ClearTouch financial documents; conferences regarding Premier subpoena response.
01/18/2017	227	1.30	\$	400.00	\$	520.00	Review Catchfire documents from Mr. Newnam; conferences regarding same and Premier documents; letter to Mr. Smith regarding same; conference call with Messrs. Newnam and Young regarding damages report.
01/24/2017	227	1.80	\$	400.00	\$	720.00	Correspond with Mr. Smith regarding discovery; meet with Messrs. Newnam and Young regarding TSI, CatchFire, and Premier documents; prepare for hearing on motion to quash subpoenas.
01/25/2017	227	1.40	\$	400.00	\$	560.00	Travel to hearing on Trask's motion to quash; argue same; meet with Messrs. Newnam and Young regarding same.
01/26/2017	227	1.60	\$	400.00	\$	640.00	Meet with Messrs. Newnam, Young, Meilinger, and Lively regarding damages report.
01/27/2017	227	0.30	\$	400.00	\$	120.00	Phone call with Mr. Newnam regarding UC Solutions and Ronco subpoenas; review letter from Mr. Smith regarding additional documents.
01/31/2017	227	0.40	\$	400.00	\$	160.00	Conference call with Messrs. Newnam and Young regarding CT POS and invoices and UC/Ronco subpoena.
02/01/2017	227	1.40	\$	400.00	\$	560.00	Conference calls with Messrs. Newnam and Young regarding CT production; review documents from same; letter to Mr. Smith regarding same; phone call to same regarding same.
02/02/2017	227	1.50	\$	400.00	\$	600.00	Review spreadsheet by Ms. Young; phone call with same regarding same; conference call with Mr. Smith regarding outstanding documents; correspond with Messrs. Newnam and Young regarding same; memorandum regarding document production.
02/03/2017	227	0.40	\$	400.00	\$	160.00	Conference regarding documents production; letters to Messrs. Lively and Smith regarding same; letter to Mr. Newnam regarding production from Defendants and revised spreadsheets.
02/06/2017	227	3.20	\$	400.00	\$	1,280.00	Phone calls with Messrs. Newnam and Young regarding UC Solutions, Ronco, and CT documents; phone call with Mr. Wasp regarding same; correspond with Mr. Smith regarding same; correspond with Mr. Newnam regarding same; organize documents for Mr. Meilinger; send same.
02/07/2017	227	0.20	\$	400.00	\$	80.00	Correspond with Messrs. Newnam and Lively regarding damages report; phone call with Mr. Lively regarding same.
02/08/2017	227	1.00	\$	400.00	\$	400.00	Conference call with Messrs. Newnam and Young regarding UC Solutions/Ronco and Gallant emails; revise letter to Mr. Smith regarding same; letter to Mr. Lively regarding damages reports.
02/09/2017	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Newnam regarding letter to Mr. Smith; revise and send same; letter to Mr. Wasp regarding UC/Ronco documents.
02/10/2017	227	2.00	\$	400.00	\$	800.00	Draft notice of Rule 30(b)(6) deposition to ClearTouch; phone call and correspond with Mr. Newnam regarding same and notice to Encore; correspond with Mr. Meilinger.
02/13/2017	227	1.90	\$	400.00	\$	760.00	Review deposition exhibits and TSI Touch documents from ClearTouch deposition; revise 30(b)(6) notice of deposition for same.
02/14/2017	227	2.00	\$	400.00	\$	800.00	Review Catch Fire and Premier documents for ClearTouch deposition; revise notice of deposition regarding same; conference call with Messrs. Newnam, Young, and Masters regarding depositions.

02/15/2017	227	1.10	\$	400.00	\$	440.00	Review documents from Mr. Newnam; phone call with same regarding same; revise 30(b)(6) deposition notice to ClearTouch regarding same.
02/16/2017	227	1.20	\$	400.00	\$	480.00	Review additional Premier and ClearTouch documents; revise 30(b)(6) notice of deposition; draft notice of deposition of Mr. Trask and letter to Mr. Smith regarding same; phone call with Messrs. Young and Lively.
02/17/2017	227	3.30	\$	400.00	\$	1,320.00	Review additional comments from Mr. Newnam on CT 30(b)(6) notice; phone calls with same regarding same and Tristar in Tennessee; review additional documents from Mr. Newnam; revise and serve 30(b)(6) notice on CT.
02/20/2017	227	0.40	\$	400.00	\$	160.00	Correspond with Messrs. Young and Smith regarding documents and depositions; phone call with Mr. Young regarding same.
02/21/2017	227	0.50	\$	400.00	\$	200.00	Phone call with Mr. Newnam regarding damages meeting and CT documents; review CT documents.
02/22/2017	227	2.10	\$	400.00	\$	840.00	Correspond with Mr. Lively regarding CT financial documents; conference/meeting with Messrs. Newnam, Young, Meilinger, and Lively regarding damages report.
02/23/2017	227	3.00	\$	400.00	\$	1,200.00	Phone call with Messrs. Newnam and Young regarding CT offering memorandum and damages report; letter to Mr. Lively regarding same; conference call with same and Mr. Meilinger regarding damages report.
02/27/2017	227	0.40	\$	400.00	\$	160.00	Review recent correspondence from Messrs. Newnam and Young; correspond with Mr. Lively regarding conference call; phone call with Mr. Newnam regarding sales calls.
02/28/2017	227	2.20	\$	400.00	\$	880.00	Conference call with Messrs. Newnam, Young, Meilinger, and Lively regarding damages report; phone call with Mr. Newnam regarding same; correspond with same regarding same; correspond with Mr. Smith regarding financials and depositions.
03/03/2017	227	1.90	\$	400.00	\$	760.00	Phone call with Mr. Meilinger regarding damages report; review same; phone calls with Messrs. Newnam, Young, and Smith regarding same, depositions, documents, and trial; conferences regarding same; letters regarding same.
03/06/2017	227	0.50	\$	400.00	\$	200.00	Review letter from Mr. Newnam; conference regarding same; letter to Mr. Newnam regarding status.
03/07/2017	227	1.80	\$	400.00	\$	720.00	Conference call with Messrs. Newnam and Smith regarding trial and negotiating strategy; phone call with Mr. Smith regarding trial; phone call with Mr. Newnam regarding same; conference regarding trial preparation.
03/10/2017	227	1.50	\$	400.00	\$	600.00	Review motion for continuance; review discovery and correspondence regarding same; draft response to same; correspond with Mr. Newnam regarding same.
03/13/2017	227	2.30	\$	400.00	\$	920.00	Phone call with Mr. Newnam regarding response to motion for continuance; conference regarding same; revise same and arrange for filing; correspond with Clerk and Mr. Smith regarding same; phone call with same.
03/14/2017	227	0.20	\$	400.00	\$	80.00	Review and revise 2/13-4/14 profit and loss statement.
03/17/2017	227	0.20	\$	400.00	\$	80.00	Correspond with Mr. Young regarding P & L exhibits; begin outline of Mr. Newnam's testimony.
03/18/2017	227	2.00	\$	400.00	\$	800.00	Prepare outline for direct testimony of Mr. Newnam; letter to same regarding same.
03/21/2017	227	1.00	\$	400.00	\$	400.00	Correspond with Mr. Young regarding P&L; prepare same for production; prepare outline for Mr. Powell; phone call with Mr. Higginbotham regarding production and testimony.
03/22/2017	227	1.70	\$	400.00	\$	680.00	Phone call with Mr. Higginbotham regarding flash drive and testimony; prepare outline for same; letter to Mr. Newnam regarding same and conference call with judge.
03/23/2017	227	1.10	\$	400.00	\$	440.00	Prepare for conference call with Judge regarding continuance; participate in same; phone call with Mr. Newnam regarding same; letter to Mr. Smith regarding depositions.
03/24/2017	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Newnam regarding trial date; correspond with same and clerk regarding same; correspond with Mr. Smith regarding same and discovery.
03/28/2017	227	0.20	\$	400.00	\$	80.00	Review and revise motion to compel and for sanctions.
04/03/2017	227	0.20	\$	400.00	\$	80.00	Draft amended notices of deposition and letter to Mr. Smith regarding same.
04/05/2017	227	1.50	\$	400.00	\$	600.00	Correspond with Mr. Wasp regarding UC Solutions and Ronco documents; correspond and phone calls with Mr. Newnam regarding same; revise motion for sanctions; prepare exhibits for same.
04/06/2017	227	1.90	\$	400.00	\$	760.00	Phone call with Mr. Newnam regarding motion for sanctions; revise same; arrange for filing of same; correspond with Messrs. Wasp and Newnam regarding UC Solutions and Ronco subpoenas; letter to Mr. Smith regarding hearing; draft privilege log.
04/07/2017	227	1.50	\$	400.00	\$	600.00	Correspond and phone call with Messrs. Newnam and Young regarding demand for additional documents; conference regarding same; draft response to Mr. Smith regarding same; send notice of rescheduled hearing.
04/12/2017	227	0.50	\$	400.00	\$	200.00	Review correspondence from Mr. Smith; revise response to same; phone calls and correspond with Mr. Newnam and Young regarding same; conferences regarding same.
04/13/2017	227	1.50	\$	400.00	\$	600.00	Conference call with Messrs. Newnam and Young regarding response to Mr. Smith's discovery requests; revise same; review documents to produce; further revisions to same; correspond with Mr. Smith regarding same.
04/18/2017	227	0.30	\$	400.00	\$	120.00	Correspond with Messrs. Newnam and Smith regarding privilege log; conference regarding same.
04/19/2017	227	0.40	\$	400.00	\$	160.00	Conference call with Messrs. Newnam and Young regarding status and upcoming dates; review correspondence from Mr. Meilinger regarding same; correspond with Mr. Smith regarding privilege log.
04/20/2017	227	0.70	\$	400.00	\$	280.00	Correspond with Mr. Smith regarding privilege log; meet with Messrs. Newnam and Young regarding same.

04/21/2017	227	0.30	\$	400.00	\$	120.00	Phone call with Mr. Higginbotham regarding database, trial, and UL certification.
04/26/2017	227	0.70	\$	400.00	\$	280.00	Phone calls with Messrs. Newnam and Picket regarding Galaxy/Lecroy, CHP, and CT financing; review Secretary of State and CT websites regarding same.
04/27/2017	227	1.00	\$	400.00	\$	400.00	Review documents from Mr. Higginbotham; letter to Mr. Smith regarding same; phone calls with Messrs. Newnam regarding same and Lecroy/Galaxy.
05/02/2017	227	0.20	\$	400.00	\$	80.00	Review letter from Mr. Wasp; correspond with Mr. Newnam regarding same; correspond with Mr. Lively regarding Mr. Meilinger's trial availability.
05/03/2017	227	0.40	\$	400.00	\$	160.00	Correspond with Mr. Wasp regarding Ronco subpoena; conferences regarding privilege log and additional emails from Mr. Higginbotham.
05/04/2017	227	2.20	\$	400.00	\$	880.00	Phone call with Mr. Newnam regarding deposition of ClearTouch; review exhibits to prepare for same.
05/06/2017	227	0.30	\$	400.00	\$	120.00	Review draft privilege log and deposition exhibits; memoranda regarding same.
05/08/2017	227	4.50	\$	400.00	\$	1,800.00	Review documents for depositions and privilege log; conferences regarding same; meet with Messrs. Newnam and Young regarding depositions; further review of documents regarding same.
05/09/2017	227	7.40	\$	400.00	\$	2,960.00	Meet with Messrs. Newnam and Young regarding deposition of ClearTouch; take same; prepare for deposition of Mr. Trask.
05/10/2017	227	3.80	\$	400.00	\$	1,520.00	Meet with Messrs. Newnam and Young regarding Mr. Trask's deposition; take same; draft amended motion to compel; memorandum regarding same; phone call with Mr. Bryant regarding Ronco documents.
05/15/2017	227	0.40	\$	400.00	\$	160.00	Correspond with court reporter regarding deposition of Mr. Trask; review CT motion to compel; letter to Mr. Newnam regarding same.
05/16/2017	227	0.20	\$	400.00	\$	80.00	Review subpoena to Fifth Third; letter to Messrs. Newnam and Young regarding same.
05/17/2017	227	0.60	\$	400.00	\$	240.00	Phone calls with Mr. Newnam regarding additional documents to produce; phone call with Mr. Higginbotham regarding Leon County issue.
05/18/2017	227	0.60	\$	400.00	\$	240.00	Phone call with Mr. Smith regarding motions to compel hearings; correspond with clerk and Mr. Newnam regarding same; begin drafting amended privilege log.
05/19/2017	227	1.60	\$	400.00	\$	640.00	Review response to motions for sanctions; review documents for use at hearing; begin preparing for same.
05/22/2017	227	4.40	\$	400.00	\$	1,760.00	Prepare for hearing on motion to compel and for sanctions; meet with Messrs. Newnam and Young regarding same; argue same; correspond with Messrs. Newnam and Young regarding same.
05/23/2017	227	0.40	\$	400.00	\$	160.00	Conference call with Messrs. Newnam and Young regarding hearings and discovery plans.
05/25/2017	227	0.80	\$	400.00	\$	320.00	Phone call with Mr. Young regarding email search; memos regarding trial preparation; conference regarding same and trial director presentation.
05/26/2017	227	0.40	\$	400.00	\$	160.00	Phone call with Mr. Young regarding supplemental document production; review and revise privilege log; conference regarding same.
05/30/2017	227	0.30	\$	400.00	\$	120.00	Phone call with Mr. Young regarding email production; review and revise privilege log.
05/31/2017	227	0.90	\$	400.00	\$	360.00	Revise letter to Mr. Smith; conference call with Messrs. Newnam, Young, and Schmidt regarding same; revise same and serve upon Mr. Smith with Amended Privilege Log and Supplemental Document Production.
06/03/2017	227	1.40	\$	400.00	\$	560.00	Review and revise proposed order for J. Seals; review motion to compel; draft and send response to same; prepare for hearing on same.
06/05/2017	227	2.30	\$	400.00	\$	920.00	Correspond and phone call with Mr. Smith regarding document production; conference call with Messrs. Newnam and Young regarding same; memos and conferences regarding same; correspond with law clerk regarding motion to compel.
06/06/2017	227	1.80	\$	400.00	\$	720.00	Correspond with Mr. Smith regarding document production; review third motion for continuance from same; draft response to same; correspond with Mr. Newnam regarding same.
06/07/2017	227	2.40	\$	400.00	\$	960.00	Conference calls with Messrs. Newnam and Young regarding response to motion for continuance; revise same; phone calls with Mr. Newnam regarding same; arrange for filing of same.
06/12/2017	227	0.30	\$	400.00	\$	120.00	Correspond with law clerk regarding continuance; correspond with Messrs. Newnam and Young regarding Defendants' second discovery requests.
06/13/2017	227	0.60	\$	400.00	\$	240.00	Conference call with Messrs. Newnam and Young regarding responses to second set of discovery requests; begin drafting same; memorandum regarding same.
06/14/2017	227	0.20	\$	400.00	\$	80.00	Conference call with Messrs. Newnam and Young regarding documents under second request; phone call to Mr. Higginbotham regarding trial.
06/16/2017	227	1.70	\$	400.00	\$	680.00	Review schedule for depositions from Mr. Young; correspond with Messrs. Newnam, Young, and Smith regarding same; draft responses to second discovery requests; correspond with Mr. Newnam regarding same.
06/24/2017	227	1.10	\$	400.00	\$	440.00	Correspond with Messrs. Newnam, Young, and Smith regarding depositions and motion for continuance; review recent correspondence regarding same.

06/26/2017	227	1.30	\$	400.00	\$	520.00	Phone call with Mr. Newnam regarding depositions and motion for continuance; correspond with law clerk; begin drafting response to demand for supplemental discovery; begin review privilege log.
06/27/2017	227	1.30	\$	400.00	\$	520.00	Review privilege log attachments for privilege claims; revise response to Mr. Smith regarding same; conference regarding amendments to privilege log; review recent correspondence; phone call with Mr. Newnam regarding status; phone calls with Messrs. Meilinger and Lively regarding invoice and deposition.
06/28/2017	227	1.00	\$	400.00	\$	400.00	Conference regarding Smith document review software and deposition schedule; correspond with Messrs. Newnam and Young regarding same; review amended privilege log.
06/29/2017	227	0.90	\$	400.00	\$	360.00	Revise letter to Mr. Smith regarding supplemental discovery; correspond with Mr. Smith regarding depositions and continuance; correspond with Messrs. Newnam and Young regarding same; phone call with Mr. Lively regarding depositions.
06/30/2017	227	1.30	\$	400.00	\$	520.00	Review expert documents produced; revise letter to Mr. Smith regarding same; correspond with Messrs. Newnam and Young regarding depositions and document review software; produce documents to Mr. Smith; letters to same regarding same.
07/03/2017	227	0.60	\$	400.00	\$	240.00	Review notices of deposition, including Rule 30(b)(6) notice; letter to Messrs. Newnam, Young, and Knight regarding same; conferences regarding same.
07/05/2017	227	1.90	\$	400.00	\$	760.00	Prepare for hearing on Defendant's motion for continuance; argue same; correspond with Mr. Newnam regarding same; phone call with Mr. Young regarding same and Rule 30(b)(6) designations; conference regarding production.
07/07/2017	227	2.30	\$	400.00	\$	920.00	Conference calls with Messrs. Newnam and Young regarding Rule 30(b)(6) deposition notice preparation and supplemental discovery; correspond with same and Ms. Stengel; review Ms. Stengel's documents; draft letter to Mr. Smith regarding depositions.
07/10/2017	227	1.50	\$	400.00	\$	600.00	Correspond with jury coordinator and Messrs. Newnam, Young, and Meilinger regarding trial dates; conferences regarding same and discovery responses; draft letter to Mr. Smith regarding same; begin drafting objections to Rule 30(b)(6) notice.
07/11/2017	227	2.50	\$	400.00	\$	1,000.00	Correspond with clerk regarding new jury trial date; correspond with Messrs. Newnam and Meilinger regarding same; correspond with Mr. Smith regarding 30(b)(6) deposition of Encore and dates; review documents from Ms. Stengel regarding deposition; review notice of deposition; draft objections to same.
07/12/2017	227	6.50	\$	400.00	\$	2,600.00	Review documents for Ms. Stengel; meet with same to prepare for deposition; correspond with Mr. Smith regarding depositions of Messrs. Knight and Masters; phone call with Mr. Newnam regarding same.
07/13/2017	227	5.40	\$	400.00	\$	2,160.00	Review additional documents from Ms. Stengel; meet with same regarding same; defend deposition of same; conference call with Messrs. Newnam and Young regarding same and 30(b)(6) deposition; revise and serve objections to same.
07/14/2017	227	1.60	\$	400.00	\$	640.00	Conference calls with Messrs. Newnam, Webster, and Pearson regarding Viewsonic TUV certification; review materials regarding same; review documents to prepare Messrs. Newnam and Young for depositions.
07/17/2017	227	6.60	\$	400.00	\$	2,640.00	Correspond with Mr. Smith regarding subpoenaed documents; review same; meet with Messrs. Newnam, Young, and Masters to prepare for Rule 30(b)(6) depositions.
07/18/2017	227	8.50	\$	400.00	\$	3,400.00	Meet with Messrs. Newnam and Young regarding depositions; defend deposition of Mr. Newnam.
07/24/2017	227	0.20	\$	400.00	\$	80.00	Review summary of legal fees, costs, and other expenses; correspond with Messrs. Newnam and Young regarding same.
07/25/2017	227	0.80	\$	400.00	\$	320.00	Conference regarding IT trial assistance; memorandum to Mr. Newnam regarding same; update action item memorandum to prepare for trial; phone call with Mr. Smith regarding attorneys' fee claim; letter to Mr. Newnam regarding same.
07/27/2017	227	0.50	\$	400.00	\$	200.00	Correspond with Messrs. Newnam, Young, and Lively regarding depositions; begin reviewing Meilinger report regarding same.
07/28/2017	227	0.50	\$	400.00	\$	200.00	Correspond with Messrs. Newman and Smith re depositions; review documents re same.
07/29/2017	227	0.60	\$	400.00	\$	240.00	Review Meilinger report for deposition preparation.
07/31/2017	227	2.60	\$	400.00	\$	1,040.00	Meet with Messrs. Newman, Meilinger and White to prepare for expert deposition.
08/01/2017	227	3.10	\$	400.00	\$	1,240.00	Meet with Messrs. Newnam and Meilinger regarding deposition; defend same.
08/03/2017	227	5.20	\$	400.00	\$	2,080.00	Meet with Messrs. Newnam, Young, and Masters to prepare for deposition; correspond with Mr. Smith regarding same.
08/04/2017	227	6.20	\$	400.00	\$	2,480.00	Meet with Messrs. Newnam, Young and Masters regarding deposition; defend same.
08/05/2017	227	0.30	\$	400.00	\$	120.00	Review and calendar deposition notices; correspond with Mr. Newnam regarding Mr. Higginbotham.
08/07/2017	227	2.20	\$	400.00	\$	880.00	Conferences regarding jury charges; memos regarding same; phone call with Mr. Newnam regarding Mr. Higginbotham; conference call with same regarding trial testimony.
08/08/2017	227	0.70	\$	400.00	\$	280.00	Conference call with Messrs. Newnam and Higginbotham regarding upcoming depositions.
08/10/2017	227	1.90	\$	400.00	\$	760.00	Organize discovery documents and pleadings for trial; update trial exhibit list; work on outline for Mr. Newnam; correspond with Mr. Horseman regarding Trial Director.
08/11/2017	227	3.50	\$	400.00	\$	1,400.00	Revise trial outlines for Messrs. Newnam and Powell; phone call with Mr. Howard regarding Mr. Powell's testimony; review Clear Touch deposition to make designations.
08/12/2017	227	0.60	\$	400.00	\$	240.00	Draft trial outline for Mr. Higginbotham's trial testimony; memorandum regarding Mr. Master's trial testimony.
08/14/2017	227	2.00	\$	400.00	\$	800.00	Review third supplemental interrogatory answers; correspond with Messrs. Newnam and Smith regarding same; draft motion to strike Dr. Alford; conference regarding depositions of Messrs. Newnam and Knight; memorandum regarding same.

08/15/2017	227	3.20	\$ 400.00	\$	1,280.00	Correspond with Mr. Smith and Clerk regarding motion to strike; review deposition of Mr. Trask; work on outline for Mr. Mellinger's testimony and damages exhibit.
08/16/2017	227	0.90	\$ 400.00	\$	360.00	Correspond with Mr. Smith and clerk regarding hearing on motion to strike; draft and send notice regarding same; review motion for summary judgment; phone call with Mr. Newnam regarding same; begin reviewing Mr. Mellinger's deposition.
08/17/2017	227	4.10	\$ 400.00	\$	1,640.00	Correspond with Mr. Smith regarding Dr. Alford documents; review same; meet with Messrs. Newnam, Young, and Knight regarding same; website, Mr. Higginbotham, and depositions.
08/18/2017	227	3.80	\$ 400.00	\$	1,520.00	Meet with Messrs. Newnam and Knight regarding depositions; defend same; correspond with Mr. Smith regarding Dr. Alford; memorandum regarding upcoming hearing; conference regarding same; continue review of Mr. Mellinger deposition.
08/21/2017	227	0.60	\$ 400.00	\$	240.00	Phone call with Mr. Higginbotham regarding testimony; correspond with Messrs. Newnam and Young regarding same; memorandum regarding Mr. Knight's testimony.
08/22/2017	227	1.80	\$ 400.00	\$	720.00	Draft affidavit for Mr. Newnam; begin review of Trask deposition for same.
08/23/2017	227	3.50	\$ 400.00	\$	1,400.00	Draft affidavit for Mr. Newnam; review exhibits for same; review deposition of Mr. Mellinger; revise outline for trial testimony of same; review damage exhibit.
08/24/2017	227	1.40	\$ 400.00	\$	560.00	Review deposition of Mr. Mellinger; revise trial outline for same; correspond with same and Mr. Newnam regarding deposition corrections; work on trial exhibits and exhibit list.
08/25/2017	227	2.80	\$ 400.00	\$	1,120.00	Correspond with Messrs. Newnam, Young, Mellinger and Lively regarding expert transcript and report; conference call with same regarding same; memo regarding same; review depositions of Clear Touch and Mr. Trask; dictate notes from Mr. Trask's deposition.
08/26/2017	227	2.10	\$ 400.00	\$	840.00	Dictate notes from Mr. Trask deposition; review Mr. Gallant deposition; dictate notes from Mr. Gallant deposition; prepare outline for Mr. Young's testimony.
08/28/2017	227	2.70	\$ 400.00	\$	1,080.00	Review and revise jury charges and verdict form; phone calls with Messrs. Newnam and Howard regarding Mr. Powell's testimony; revise outline for same; conference regarding jury charges.
08/29/2017	227	4.40	\$ 400.00	\$	1,760.00	Draft affidavit for Mr. Higginbotham; phone calls with same regarding deposition; revise affidavit; phone call with Messrs. Newnam and Young regarding affidavit and documents; revise affidavit; letter to Mr. Mellinger regarding documents.
08/30/2017	227	7.50	\$ 400.00	\$	3,000.00	Prepare for depositions of Messrs. Powell and Higginbotham; review documents regarding same; attend deposition of Mr. Powell; meeting regarding Mr. Viola; conference call with same; attend deposition of Mr. Higginbotham; meeting with same regarding affidavit; revise same.
08/31/2017	227	1.50	\$ 400.00	\$	600.00	Phone calls with Messrs. Newnam, Viola and Tusa regarding video deposition; draft letter to Mr. Smith regarding same; review letter from Mr. Smith regarding Fifth Third Bank documents
09/01/2017	227	5.70	\$ 400.00	\$	2,280.00	Phone calls and correspond with Messrs. Newnam and Tusa regarding deposition of Mr. Viola and LA; correspond with Mr. Smith regarding same and document production deficiencies; draft subpoena and notice of deposition regarding same; draft response to motion for summary judgment.
09/04/2017	227	2.80	\$ 400.00	\$	1,120.00	Review Defendants' memorandum for summary judgment; research regarding same; draft arguments for same; conferences regarding same; revise same; letter to Judge Miller regarding same; file same.
09/05/2017	227	2.40	\$ 400.00	\$	960.00	Phone call with Mr. Newnam regarding deposition of Mr. Viola and hearing on motion to strike expert; prepare for same; correspond with Messrs. Newnam, Young, and Court reporters regarding depositions.
09/06/2017	227	5.30	\$ 400.00	\$	2,120.00	Prepare for and attend hearing on motion to strike expert; meet with Mr. Smith regarding same; documents, and settlement; phone calls with Mr. Newnam regarding same; correspond with same regarding depositions; prepare for hearing on motion for summary judgment.
09/07/2017	227	6.70	\$ 400.00	\$	2,680.00	Research for summary judgment hearing; prepare for same; argue same; review Viola documents; phone calls and correspond with Mr. Newnam regarding same.
09/08/2017	227	3.10	\$ 400.00	\$	1,240.00	Prepare outline for deposition of Mr. Viola; conference calls with Messrs. Newnam and Young regarding same; review documents regarding same; revise outline; correspond with court reporter; revise interrogatory answers; correspond with Mr. Newnam regarding depositions; draft notice for Dr. Alford.
09/09/2017	227	3.80	\$ 400.00	\$	1,520.00	Update trial exhibit list; prepare exhibit and notice for Viola deposition; prepare trial subpoena for Mr. Powell; complete outlines to cross-examine Messrs. Trask and Gallant.
09/11/2017	227	3.80	\$ 400.00	\$	1,520.00	Phone call with Mr. Newnam regarding discovery issues; correspond with Mr. Smith regarding same; prepare for deposition of Mr. Viola; take same; prepare trial exhibits; conferences regarding same and witnesses.
09/12/2017	227	2.80	\$ 400.00	\$	1,120.00	Review Dr. Alford's report; correspond with Messrs. Newnam, Young, and Mellinger regarding same; correspond with Ms. Stengel regarding deposition; review same; conference timeline and trial exhibits.
09/13/2017	227	2.90	\$ 400.00	\$	1,160.00	Draft outline for Ms. Stengel's testimony; phone calls with Messrs. Newnam and Smith regarding email deletion, Dr. Alford's deposition, and settlement; phone call with Mr. Mellinger regarding report; phone call with Mr. Higginbotham regarding testimony.

09/14/2017	227	7.50	\$	400.00	\$	3,000.00	Meet with Messrs. Newnam, Young, and Stengel to prepare to testify; correspond with Judge McIntosh regarding trial and pleadings; phone calls with Mr. Smith regarding arbitration.
09/15/2017	227	1.00	\$	400.00	\$	400.00	Phone calls with Mr. Newnam regarding settlement strategy and testimony; conferences regarding same.
09/16/2017	227	0.20	\$	400.00	\$	80.00	Revise outline for Mr. Newnam's testimony; letter to same regarding same.
09/17/2017	227	2.70	\$	400.00	\$	1,080.00	Review and revise outline of Mr. Young; revise jury charges verdict form, voir dire, and motion and memorandum for directed verdict.
09/18/2017	227	3.20	\$	400.00	\$	1,280.00	Review letter from Mr. Smith regarding missing documents; correspond and phone calls with Messrs. Newnam and Young regarding same; correspond with Mr. Powell regarding trial; phone call with Mr. Newnam regarding same; review stipulations and admissions.
09/19/2017	227	2.70	\$	400.00	\$	1,080.00	Phone calls with Messrs. Newnam and Young regarding email search; review same; letter to Mr. Smith regarding same; review timeline; comment on same; update exhibits; review and revise response to motion in limine and Encore's motion in limine.
09/20/2017	227	3.90	\$	400.00	\$	1,560.00	Revise motion in limine; letter to clerk regarding same; review Defendants' memorandum for motion in limine; revise response to same; meet with Mr. Mellinger regarding testimony; revise outline for same.
09/21/2017	227	6.00	\$	400.00	\$	2,400.00	Memos; meet with Messrs. Newnam and Young to prepare for testimony; conference call with Judge McIntosh and opposing counsel regarding motions in limine.
09/22/2017	227	7.80	\$	400.00	\$	3,120.00	Trial prep, including deposition designations; draft opening; conferences regarding exhibits and presentations; correspond and phone calls with opposing counsel regarding same.
09/23/2017	227	8.10	\$	400.00	\$	3,240.00	Trial prep, including jury charges, verdict form; research for same; Trask cross; Gallant cross, and preparation of exhibits.
09/24/2017	227	3.50	\$	400.00	\$	1,400.00	Trial preparation, including work on opening and review jury lists.
09/25/2017	227	10.50	\$	400.00	\$	4,200.00	Trial and preparation.
09/26/2017	227	11.50	\$	400.00	\$	4,600.00	Trial and preparation.
09/27/2017	227	8.80	\$	400.00	\$	3,520.00	Trial and preparation.
09/28/2017	227	13.00	\$	400.00	\$	5,200.00	Trial and preparation, including preparation of closing.
09/29/2017	227	10.00	\$	400.00	\$	4,000.00	Trial.
09/30/2017	227	2.30	\$	400.00	\$	920.00	Memorandum regarding motion for judgment, and award of exemplary damages, restitution, and attorneys' fees and costs; letter to Messrs. Newnam and Young regarding same; organize file for post-trial motions.
10/02/2017	227	1.40	\$	400.00	\$	560.00	Phone calls with Messrs. Newnam and Young regarding litigation costs and statement; correspond with same regarding same; conferences regarding motion for judgment.
09/25/2017	233	2.40	\$	425.00	\$	1,020.00	Review deposition testimony. Attend trial.
09/26/2017	233	2.90	\$	425.00	\$	1,232.50	Read deposition testimony at trial.
05/05/2016	251	0.00	\$	-	\$	-	Conference with Mr. English regarding case tasks
05/10/2016	251	0.70	\$	380.00	\$	266.00	Review file, discovery responses and discovery requests; conference with Mr. English regarding discovery tasks
05/17/2016	251	0.00	\$	-	\$	-	Identify potential damages experts
05/18/2016	251	0.80	\$	380.00	\$	304.00	Interview potential damages expert; review potential expert's litigation experience; email correspondence to Mr. English regarding same
05/24/2016	251	2.20	\$	380.00	\$	836.00	Conference with Mr. English regarding status of case; draft discovery responses
05/25/2016	251	0.90	\$	380.00	\$	342.00	Review and revise discovery responses; email correspondence to Mr. Newnam transmitting same; confirm consultation with Mr. Mellinger
05/26/2016	251	1.60	\$	380.00	\$	608.00	Review Clear Touch's document production; draft discovery deficiencies summary
05/27/2016	251	1.80	\$	380.00	\$	684.00	Transmit complaint to potential damages expert; review defendant's document production to identify deficiencies; correspondence to defense counsel summarizing same
05/31/2016	251	2.50	\$	380.00	\$	950.00	Prepare for and attend conference with Mr. Newnam, Mr. Young, Mr. Mellinger, Mr. Lively and Mr. English regarding potential damages;
05/31/2016	251	0.50	\$	380.00	\$	190.00	Conference with Mr. Newnam, Mr. Young and Mr. English regarding document review and status of case
06/01/2016	251	0.00	\$	-	\$	-	Review Mr. Mellinger's engagement letter; email correspondence with Mr. English regarding same and discovery matters
06/02/2016	251	5.00	\$	380.00	\$	1,900.00	Review and revise correspondence to defense counsel summarizing discovery deficiencies; telephone conference with Mr. Newnam, Mr. Young and Mr. English regarding same; Encore's discovery responses and status of case
06/07/2016	251	1.00	\$	380.00	\$	380.00	Review email correspondence from Mr. Young and Mr. English regarding timeline

06/13/2016	251	0.20	\$ 380.00	\$ 76.00	Telephone conference with Mr. Newnam, Mr. Young and Mr. English regarding discovery matters
06/15/2016	251	0.40	\$ 380.00	\$ 152.00	Conference with Mr. Newnam and Mr. Young regarding relevant documents
06/16/2016	251	0.40	\$ 380.00	\$ 152.00	Review court procedures for submitting scheduling order; email correspondence to Mr. English regarding same; email correspondence with Mr. Newnam and Mr. Young regarding status of case
06/22/2016	251	0.40	\$ 380.00	\$ 152.00	Revise responses to Defendants' discovery requests
06/23/2016	251	5.00	\$ 380.00	\$ 1,900.00	Review documents provided by Encore; revise discovery responses
06/29/2016	251	0.50	\$ 380.00	\$ 190.00	Review and revise requests to produce
06/29/2016	251	0.00	\$ -	\$ -	Communications with Mr. Newnam and Mr. English regarding discovery
06/30/2016	251	0.30	\$ 380.00	\$ 114.00	Communications with Mr. Mellinger regarding status of case
07/01/2016	251	0.30	\$ 350.00	\$ 105.00	Communications with Mr. Young regarding discovery responses; communications with Mr. English regarding same
07/04/2016	251	0.50	\$ 350.00	\$ 175.00	Review and revise discovery responses; communications to Mr. English regarding same
07/13/2016	251	0.80	\$ 350.00	\$ 280.00	Review and revise discovery responses
07/14/2016	251	0.50	\$ 350.00	\$ 175.00	Finalize and serve discovery responses; review defense counsel's correspondence outlining responses to Encore's discovery objections
07/18/2016	251	0.80	\$ 350.00	\$ 280.00	Prepare documents for production; review defense counsel's objections to discovery responses
07/20/2016	251	0.50	\$ 350.00	\$ 175.00	Communications with Mr. Lively regarding damages evaluation; communications with Mr. Young and Mr. English regarding discovery; manage document production issues
07/21/2016	251	0.10	\$ 350.00	\$ 35.00	Communications with Mr. Newnam, Mr. Young, Mr. English and Mr. Lively regarding discovery issues
07/22/2016	251	1.00	\$ 350.00	\$ 350.00	Review document production for privileged documents; prepare same for production; communications with Mr. Lively regarding damages evaluation
07/25/2016	251	1.10	\$ 350.00	\$ 385.00	Telephone conference with Mr. Mellinger, Mr. Lively and Mr. English regarding potential damages
07/27/2016	251	0.00	\$ -	\$ -	Communications with Mr. Young and Mr. English regarding outstanding discovery tasks
07/28/2016	251	0.80	\$ 350.00	\$ 280.00	Communications with Mr. Newnam, Mr. Young, Mr. Lively and Mr. English regarding damages calculations
07/29/2016	251	3.50	\$ 350.00	\$ 1,225.00	Make supplemental document production
08/02/2016	251	0.00	\$ -	\$ -	Communications with Mr. Young and Mr. Newnam regarding status of discovery
08/04/2016	251	2.50	\$ 350.00	\$ 875.00	Draft response to Mr. Smith's alleged discovery deficiencies; revise discovery responses; communications with Mr. Newnam, Mr. Young and Mr. Powell as party
08/05/2016	251	1.50	\$ 350.00	\$ 525.00	Supplement discovery responses
08/08/2016	251	2.50	\$ 350.00	\$ 875.00	Supplement document production; review, revise and transmit discovery responses; communications with Mr. English regarding same
08/10/2016	251	0.30	\$ 350.00	\$ 105.00	Communications with Mr. Young and Mr. Lively regarding damages calculations
08/26/2016	251	0.00	\$ -	\$ -	Communications with Mr. Smith regarding status of discovery; review scheduling order
09/01/2016	251	0.10	\$ -	\$ -	Communications with Mr. Smith regarding supplemental document production
09/02/2016	251	0.10	\$ 350.00	\$ 35.00	Communications with Mr. English regarding discovery deficiencies; review correspondence to Mr. Smith regarding same
09/07/2016	251	0.20	\$ 350.00	\$ 70.00	Communications with Mr. Mellinger regarding damages analysis
09/12/2016	251	0.40	\$ 350.00	\$ 140.00	Communications with Mr. Lively regarding documents from Clear Touch's accountant
09/13/2016	251	0.20	\$ 350.00	\$ 70.00	Communications with Mr. Lively regarding Clear Touch financial documents; communications with Mr. English regarding same and naming of Mr. Powell as party
09/14/2016	251	1.00	\$ 350.00	\$ 350.00	Conference with Mr. Newnam, Mr. Young, Mr. Mellinger, Mr. Lively and Mr. English regarding expert report; follow-up communications with Mr. Newnam, Mr. Young and Mr. English regarding same
09/15/2016	251	0.70	\$ 350.00	\$ 245.00	Communications with Mr. Lively and Mr. English regarding Clear Touch's profits and sales to Encore
09/16/2016	251	0.50	\$ 350.00	\$ 175.00	Communications with Mr. Newnam, Mr. Young, Mr. Mellinger, Mr. Lively and Mr. English regarding damages summary
09/19/2016	251	0.40	\$ 350.00	\$ 140.00	Review final report of Mr. Mellinger; review mediation communications from Mr. English; review and revise Mr. Powell's affidavit
09/22/2016	251	4.70	\$ 350.00	\$ 1,645.00	Prepare for and attend mediation
09/29/2016	251	2.10	\$ 350.00	\$ 735.00	Review status of discovery responses; draft motion to compel
09/30/2016	251	0.30	\$ 350.00	\$ 105.00	Review and revise motion to compel
10/11/2016	251	0.00	\$ -	\$ -	Communications with Mr. English regarding deposition schedule
10/12/2016	251	0.00	\$ -	\$ -	Communications with Mr. English regarding deposition schedule and motion to compel
10/17/2016	251	0.20	\$ 350.00	\$ 70.00	Review motion to quash Lecroy subpoena; review Trask's motion to compel discovery
11/02/2016	251	0.00	\$ -	\$ -	Communications with Mr. Smith regarding revisions to proposed consent order

11/10/2016	251	0.00	\$	-	\$	-	Identify Georgia counsel to serve subpoena
11/14/2016	251	1.20	\$	350.00	\$	420.00	Identify Georgia attorneys to secure Georgia subpoenas; prepare same
11/15/2016	251	0.00	\$	-	\$	-	Review communications from Mr. Smith regarding Mr. Mellinger's report; review subpoenas
11/16/2016	251	0.70	\$	350.00	\$	245.00	Communications with Georgia attorneys regarding third-party subpoenas
11/17/2016	251	0.50	\$	350.00	\$	175.00	Review subpoena responses from Wake County; communications with Mr. Jones regarding subpoena
11/18/2016	251	1.00	\$	350.00	\$	350.00	Communications with Valdosta attorney regarding Valdosta City Schools subpoena; communications with Mr. English and Ms. Van Hoy regarding Encore's supplemental document production; oversee same; communications with Gwinnett attorney regarding Gwinnett County Schools subpoena
11/21/2016	251	0.30	\$	350.00	\$	105.00	Communications with Mr. English and Ms. Van Hoy regarding document production; oversee same
11/22/2016	251	0.40	\$	350.00	\$	140.00	Communications with Mr. English and Ms. Van Hoy regarding supplemental production; revise Gwinnett subpoena
11/28/2016	251	0.90	\$	350.00	\$	315.00	Communications with Valdosta City Schools attorney regarding subpoena
11/29/2016	251	0.20	\$	350.00	\$	70.00	Communications with Valdosta regarding document production; communications with Mr. English regarding deposition preparation
11/30/2016	251	5.00	\$	350.00	\$	1,750.00	Prepare for and attend Mrs. Trask's deposition; review correspondence summarizing discovery deficiencies; retrieve deposite deposition exhibits
12/01/2016	251	1.20	\$	350.00	\$	420.00	Communications with Mr. Smith and Mr. English regarding discovery issues; communications with Mr. Townsend and Mr. Smith regarding document production
12/02/2016	251	2.60	\$	350.00	\$	910.00	Prepare third party subpoenas; communications with Mr. Newnam, Mr. Young and Mr. English regarding same; identify local counsel in third party jurisdictions; communications with same regarding service; review correspondence from Mr. Smith regarding discovery issues
12/05/2016	251	0.30	\$	350.00	\$	105.00	Communications with counsel regarding third-party subpoenas; revise document requests in same
12/06/2016	251	0.30	\$	350.00	\$	105.00	Finalize third party subpoenas
12/12/2016	251	0.20	\$	350.00	\$	70.00	Communications with Ms. Romanstine regarding third-party subpoenas
12/13/2016	251	0.70	\$	350.00	\$	245.00	Review and revise subpoenas to TSI Touch, Premier and Catchfire funding; communications with local counsel regarding same
12/14/2016	251	0.30	\$	350.00	\$	105.00	Communications with CO, PA and Chinese counsel regarding third-party subpoenas
12/15/2016	251	2.60	\$	350.00	\$	910.00	Attend Ms. Cruise's deposition
12/16/2016	251	0.20	\$	350.00	\$	70.00	Manage discovery issues
12/19/2016	251	0.90	\$	350.00	\$	315.00	Correspondence with PA, GA and Chinese counsel regarding service of subpoenas; manage document production issues
12/20/2016	251	0.30	\$	350.00	\$	105.00	Communications with Mr. Townsend, Mr. English and Mr. Smith regarding discovery issues
12/21/2016	251	0.70	\$	350.00	\$	245.00	Manage supplemental document production; check status of third-party subpoenas
12/22/2016	251	0.70	\$	350.00	\$	245.00	Communications with CO counsel regarding Premier's subpoena responses; communications with Mr. Smith regarding document production;
12/23/2016	251	0.60	\$	350.00	\$	210.00	Communications with CO counsel regarding subpoena responses; communications with VA counsel regarding service of subpoena
12/26/2016	251	0.10	\$	350.00	\$	35.00	Communications with CO and VA counsel regarding third-party subpoenas
12/27/2016	251	0.40	\$	350.00	\$	140.00	Communications with Ms. Fox regarding service of subpoena to Ronco; serve same on Mr. Smith; communications with Mr. Townsend regarding supplemental document production
12/28/2016	251	1.30	\$	350.00	\$	455.00	Manage supplemental document production; communications with VA counsel regarding subpoena on UC Solutions; review VA subpoena
12/29/2016	251	0.10	\$	350.00	\$	35.00	Communications with VA counsel regarding UC Solutions subpoena
01/05/2017	251	3.80	\$	350.00	\$	1,330.00	Summarize status of third-party subpoenas; prepare for and attend hearing on motions to quash; review third-party subpoena responses;
01/06/2017	251	0.30	\$	350.00	\$	105.00	Communications with Mr. Van Hoy and Mr. English regarding production
01/06/2017	251	0.30	\$	350.00	\$	105.00	Communications with Mr. Brady and Mr. Smith regarding UC Solutions subpoena; communications with Ms. Van Hoy and Mr. English regarding production of subpoena responses from TSI and Catchfire to Mr. Smith
01/17/2017	251	0.90	\$	350.00	\$	315.00	Evaluate document production; communications with Mr. Lively regarding Mr. Mellinger's analysis and deposition schedule
01/18/2017	251	1.10	\$	350.00	\$	385.00	Review documents produced by Premier Trade Solutions; communications with Mr. English and Ms. Van Hoy regarding same
01/18/2017	251	1.10	\$	350.00	\$	385.00	Communications with Mr. Newnam, Mr. English and Mr. Young regarding status of case and damages calculations; communications with Mr. Lively regarding same
01/19/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. Mellinger regarding status of matter and damages report
01/23/2017	251	0.00	\$	-	\$	-	Communications with Mr. Smith regarding defendants' document production
01/25/2017	251	1.40	\$	350.00	\$	490.00	Travel to and attend hearing on Trask's motion to quash; conference with Mr. Newnam, Mr. Young and Mr. English regarding same
01/26/2017	251	1.50	\$	350.00	\$	525.00	Conference with Mr. Newnam, Mr. Young, Mr. Mellinger, Mr. Lively and Mr. English regarding damages report; communications with Mr. Young regarding ClearTouch documents

01/27/2017	251	0.40	\$	350.00	\$	140.00	Communications with Mr. Wasp regarding Ronco/UC Solutions subpoena, follow-up communications with Mr. Newnam, Mr. Young and Mr. English regarding same
02/01/2017	251	0.00	\$	-	\$	-	Communications with Mr. English regarding status of discovery issues
02/02/2017	251	1.30	\$	350.00	\$	455.00	Review privilege log; communications with Mr. Smith and Mr. English regarding same
02/06/2017	251	0.00	\$	-	\$	-	Communications with Mr. English regarding Ronco and UC Solutions subpoenas
02/10/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. Smith regarding discovery issues; review 30(b)(6) notices
02/15/2017	251	0.00	\$	-	\$	-	Communications with Mr. Lively regarding status of damages assessment
02/15/2017	251	2.10	\$	350.00	\$	735.00	Draft motion to compel and for sanctions; communications with Mr. Lively regarding documentation to support damages claim; gather and transmit same to Mr. Lively
02/16/2017	251	1.60	\$	350.00	\$	560.00	Draft motion to compel and for sanctions
02/22/2017	251	1.50	\$	350.00	\$	525.00	Communications with Mr. Newnam, Mr. Young, Mr. Mellinger, Mr. Lively and Mr. English regarding damages report
02/23/2017	251	2.30	\$	350.00	\$	805.00	Review Mr. Mellinger's damages report
02/28/2017	251	2.10	\$	350.00	\$	735.00	Communications with Mr. Mellinger, Mr. Lively, Mr. Newnam, Mr. Young and Mr. English regarding damages report; transmit supplemental documents to Mr. Lively and Mr. Smith
03/06/2017	251	0.30	\$	350.00	\$	105.00	Communications with Mr. English regarding discovery and trial schedule
03/07/2017	251	1.30	\$	350.00	\$	455.00	Communications with Mr. Newnam, Mr. Young, Mr. Smith and Mr. English regarding status of case and trial schedule
03/08/2017	251	0.70	\$	350.00	\$	245.00	Communications with Mr. Smith, Mr. English and Ms. Van Hoy regarding discovery issues; communications with Mr. Newnam and Mr. Young regarding same
03/12/2017	251	0.50	\$	350.00	\$	175.00	Review motion for continuance; review and revise response in opposition to motion for continuance regarding same
03/13/2017	251	0.00	\$	-	\$	-	Communications with Mr. Smith and Mr. English regarding motion for continuance
03/23/2017	251	0.50	\$	350.00	\$	175.00	Communications with Judge Gravelly, Mr. English and Mr. Smith regarding trial schedule
04/06/2017	251	0.20	\$	350.00	\$	70.00	Review correspondence from Mr. Smith regarding discovery issues; communications with Mr. English regarding same; review communications between Mr. English and Mr. Wasp regarding UC Solutions' and Ronco's document production
04/07/2017	251	1.80	\$	350.00	\$	630.00	Communications with Mr. Newnam, Mr. Young and Mr. English regarding document production; review and revise privilege log; manage discovery issues
04/11/2017	251	0.30	\$	350.00	\$	105.00	Track supplemental document production; communications to Ms. Van Hoy regarding supplemental document production
04/12/2017	251	1.10	\$	350.00	\$	385.00	Coordinate supplemental document production; communications with Mr. Smith regarding same
04/13/2017	251	0.30	\$	350.00	\$	105.00	Prepare supplemental document production
04/20/2017	251	0.30	\$	350.00	\$	105.00	Communications with Mr. Smith and Mr. English regarding privilege log
04/25/2017	251	0.20	\$	350.00	\$	70.00	Review Mr. Higginbotham's document production
04/26/2017	251	0.20	\$	350.00	\$	70.00	Manage supplemental document production
04/27/2017	251	0.90	\$	350.00	\$	315.00	Manage supplemental production and discovery issues
05/04/2017	251	0.40	\$	350.00	\$	140.00	Manage discovery issues and production of privilege log
05/05/2017	251	0.20	\$	350.00	\$	70.00	Review and revise privilege log
05/09/2017	251	6.70	\$	350.00	\$	2,345.00	Attend ClearTouch's 30(b)(6) deposition; consult with Mr. Newnam, Mr. Young and Mr. English regarding same
05/10/2017	251	2.80	\$	350.00	\$	980.00	Attend Mr. Trask's deposition; communications with Mr. English regarding motion to compel
05/18/2017	251	0.00	\$	-	\$	-	Communications with Mr. Smith regarding status of motions to compel
05/19/2017	251	0.20	\$	350.00	\$	70.00	Review defendants' response to motion to compel
05/22/2017	251	1.80	\$	350.00	\$	630.00	Attend hearing on motion to compel and for sanctions; communications with Mr. Newnam, Mr. Young and Mr. Smith regarding same
05/26/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. English and Ms. Van Hoy regarding supplemental document production; communications with Mr. Young regarding same
05/30/2017	251	0.20	\$	350.00	\$	70.00	Review privilege log; communications with Mr. Young regarding supplemental production
05/31/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. English, Mr. Smith and Ms. Van Hoy regarding supplemental production
06/05/2017	251	0.90	\$	350.00	\$	315.00	Communications with Mr. English and Mr. Smith regarding discovery issues; review native files to respond to Mr. Smith's inquiries regarding document production
06/06/2017	251	0.30	\$	350.00	\$	105.00	Communications with Mr. English and Mr. Smith regarding document production
06/16/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. Smith, Mr. English and Ms. Van Hoy regarding supplemental production
06/26/2017	251	0.20	\$	350.00	\$	70.00	Manage electronic discovery issues
06/27/2017	251	0.20	\$	350.00	\$	70.00	Communications with Mr. Smith regarding electronic discovery issues
06/28/2017	251	1.30	\$	350.00	\$	455.00	Communications with Mr. Smith, Ms. Van Hoy and Legal Eagle to discuss document review issues; communications with Mr. Smith and Mr. English regarding deposition schedule; identify documents produced to Mr. Mellinger for Mr. Smith

07/10/2017	251	1.70	\$ 350.00	\$	595.00	Review production of expert communications; draft response to Mr. Smith regarding same; communications with Mr. English regarding trial and deposition schedule
07/11/2017	251	0.30	\$ 350.00	\$	105.00	Assist Mr. English with retrieval of deposition preparation documents
07/12/2017	251	4.30	\$ 350.00	\$	1,505.00	Review Ms. Stengel's email production for deposition preparation; conference with Mr. Newnam, Mr. Knight, Ms. Stengel and Mr. English to prepare for depositions; communications with Mr. Smith regarding deposition schedule
07/13/2017	251	0.40	\$ 350.00	\$	140.00	Communications with Mr. English regarding deposition schedule and potential counterclaims
07/14/2017	251	0.20	\$ 350.00	\$	70.00	Communications with Mr. Smith regarding subpoena response
07/17/2017	251	0.80	\$ 350.00	\$	280.00	Communications with Mr. Smith regarding documents and the 30(b)(6) depositions; review potential trial exhibit podcast; draft request to admit regarding same
07/26/2017	251	0.20	\$ 350.00	\$	70.00	Transmit Mr. Mellinger's invoice to Mr. Newnam and Mr. Young; prepare for Mr. Masters' deposition
07/27/2017	251	0.30	\$ 350.00	\$	105.00	Communications with Mr. Smith and Ms. Van Hoy regarding Fifth Third Bank subpoena response; communications with Mr. English, Mr. Newnam and Mr. Young regarding deposition schedule
07/28/2017	251	0.20	\$ 350.00	\$	70.00	Communications with Mr. English regarding trial preparation
08/03/2017	251	3.80	\$ 350.00	\$	1,330.00	Outline issues to discuss with Mr. Masters during deposition preparation; prepare Mr. Masters for his deposition
08/04/2017	251	2.80	\$ 350.00	\$	980.00	Attend and defend Mr. Masters' portion of Encore's 30(b)(6) deposition
08/07/2017	251	0.70	\$ 350.00	\$	245.00	Draft direct testimony of Mr. Masters
08/14/2017	251	0.20	\$ 350.00	\$	70.00	Communications with Mr. English and Mr. Smith regarding Mr. Knight's deposition; communications with Mr. English regarding status of case
08/17/2017	251	1.10	\$ 350.00	\$	385.00	Prepare Mr. Knight for his deposition
08/18/2017	251	1.60	\$ 350.00	\$	560.00	Defend 30(b)(6) deposition of Mr. Knight
08/21/2017	251	2.20	\$ 350.00	\$	770.00	Prepare direct testimony outline for Mr. Masters; prepare direct testimony outline for Mr. Knight; prepare cross-examination outline for Ms. Task
08/22/2017	251	0.20	\$ 350.00	\$	70.00	Draft cross-examination for Ms. Task
08/23/2017	251	1.70	\$ 350.00	\$	595.00	Draft cross-examination outline for Ms. Task; review and revise Mr. Newnam's affidavit
08/30/2017	251	0.20	\$ 350.00	\$	70.00	Review documents related to Mr. Powell
09/01/2017	251	0.20	\$ 350.00	\$	70.00	Communications with Mr. English and Mr. Smith regarding AXI and Mr. Viola's deposition
09/04/2017	251	0.90	\$ 350.00	\$	315.00	Review defendants' motion for summary judgment Review and revise memo in opposition to defendants' motion for summary judgment
09/06/2017	251	2.20	\$ 350.00	\$	770.00	Communications with Mr. Newnam, Mr. Young and Mr. English regarding status of case, ruling on motion to strike, potential motions in limine and witness preparation schedule; outline Mr. Martin's cross-examination
09/07/2017	251	4.80	\$ 350.00	\$	1,680.00	Review Ms. Cruse's deposition transcript to designate portions for presentation at trial; attend summary judgment hearing
09/08/2017	251	1.00	\$ 350.00	\$	350.00	Designate portions of Ms. Cruse's deposition transcript to prepare him for trial
09/10/2017	251	0.20	\$ 350.00	\$	70.00	Review Mr. Masters' deposition transcript to prepare him for trial
09/11/2017	251	4.50	\$ 350.00	\$	1,575.00	Prepare Mr. Masters for direct examination; revise Mr. Masters' direct examination; draft Mr. Martin's cross examination
09/12/2017	251	2.00	\$ 350.00	\$	700.00	Draft timeline of key events; designate portions of Ms. Cruse-Krebs' deposition for trial; legal research to support motion in limine
09/13/2017	251	6.00	\$ 350.00	\$	2,100.00	Draft cross examination for Ms. Task; draft cross examination for Ms. Cruse; review defendants' motion in limine; legal research to support motion in limine
09/14/2017	251	3.90	\$ 350.00	\$	1,365.00	Prepare for trial; prepare witnesses for trial; draft response in opposition to motion in limine; review jury charges
09/15/2017	251	1.70	\$ 350.00	\$	595.00	Prepare Mr. Knight for trial testimony; communications with Mr. Newnam, Mr. Young, Mr. English and Mr. Smith regarding status of matter
09/16/2017	251	2.30	\$ 350.00	\$	805.00	Draft brief in opposition to defendants' motion in limine; legal research to support same
09/17/2017	251	2.10	\$ 350.00	\$	735.00	Draft brief in opposition to defendants' motion in limine; legal research to support same
09/18/2017	251	3.30	\$ 350.00	\$	1,155.00	Prepare for trial; revise direct examinations; revise timelines
09/19/2017	251	3.50	\$ 350.00	\$	1,225.00	Draft and revise trial timelines; review and revise motion in limine; review revisions to response in opposition to defendants' motion in limine;
09/20/2017	251	2.10	\$ 350.00	\$	735.00	communications with Mr. English regarding trial preparation and discovery issues
09/21/2017	251	4.10	\$ 350.00	\$	1,435.00	Prepare for trial; prepare Mr. Masters for direct examination
09/22/2017	251	0.20	\$ 350.00	\$	70.00	Prepare for trial
09/23/2017	251	6.60	\$ 350.00	\$	2,310.00	Prepare for trial
09/24/2017	251	5.60	\$ 350.00	\$	1,960.00	Prepare for trial

09/25/2017	251	11.20	\$	350.00	\$	3,920.00	Attend trial; prepare for trial
09/26/2017	251	11.30	\$	350.00	\$	3,955.00	Attend trial; prepare for trial
09/27/2017	251	9.00	\$	350.00	\$	3,150.00	Attend trial; prepare for trial; review and revise jury charges
09/28/2017	251	11.00	\$	350.00	\$	3,850.00	Trial; prepare for trial
09/29/2017	251	9.80	\$	350.00	\$	3,430.00	Attend trial; discuss verdict with Mr. Newnam and Mr. English
		277.40				98,507.00	
08/24/2017	252	2.50	\$	375.00	\$	937.50	Draft verdict form. Research for jury charges.
08/25/2017	252	4.00	\$	375.00	\$	1,500.00	Research for and draft proposed jury charges.
08/26/2017	252	2.50	\$	375.00	\$	937.50	Research for and draft proposed jury charges.
08/27/2017	252	1.80	\$	375.00	\$	675.00	Research for and draft proposed jury charges.
09/05/2017	252	5.70	\$	375.00	\$	2,137.50	Research for and draft motion in limine.
09/07/2017	252	3.70	\$	375.00	\$	1,387.50	Complete draft motion in limine. Draft voir dire.
09/09/2017	252	3.20	\$	375.00	\$	1,200.00	Modify jury charges. Research regarding additional jury charges.
09/14/2017	252	4.50	\$	375.00	\$	1,687.50	Research for motion for directed verdict. Draft motion for directed verdict.
09/15/2017	252	3.80	\$	375.00	\$	1,425.00	Draft motion for directed verdict. Revise and edit jury charges. Email correspondence with G. English regarding same.
09/19/2017	252	1.60	\$	375.00	\$	600.00	Finalize jury charges. Revised directed verdict motion.
09/22/2017	252	2.20	\$	375.00	\$	825.00	Research regarding punitive damages on claims for breach of fiduciary duty, duty of loyalty, and misappropriation of trade secrets. Email
09/27/2017	252	1.80	\$	375.00	\$	675.00	Research regarding damages for loss of business opportunity. Research regarding affirmative defenses of abandonment and waiver. Email
		37.30				13,987.50	correspondence with R. Barker regarding same.
09/27/2017	260	1.10	\$	310.00	\$	341.00	Legal research for Ms. Barker and Mr. English regarding election of misappropriation of opportunity claim.
11/18/2016	339	3.40	\$	185.00	\$	629.00	Assess documents contained on flash drive; process pst files; convert files; various emails with G. English and R. Barker regarding same
11/21/2016	339	4.70	\$	185.00	\$	869.50	Process, organize, Bates number and burn documents for production; various emails to P. Townsend regarding same; email regarding same
11/22/2016	339	4.50	\$	185.00	\$	832.50	Continue and complete process, organize, Bates number and burn documents for production; various emails to P. Townsend regarding same; email regarding same
11/28/2016	339	2.00	\$	185.00	\$	370.00	Protect and copy files for client, expert, and opposing counsel to R. Barker, G. English regarding same
11/30/2016	339	0.50	\$	185.00	\$	92.50	Assist in locating a Bates numbered document
12/12/2016	339	0.80	\$	185.00	\$	148.00	Assess Leon County document production; begin processing pst file from Leon County
12/13/2016	339	3.10	\$	185.00	\$	573.50	Complete processing of Leon County documents; Add documents to Concordance database; add Bates numbers to documents; transfer files to Sharefile site for opposing counsel; e-mail G. English and R. Barker regarding same
12/14/2016	339	2.50	\$	185.00	\$	462.50	Convert files to PDF and create index to make them searchable; upload to Sharefile; email G. English and R. Barker regarding same
12/16/2016	339	1.00	\$	185.00	\$	185.00	Maker searchable various documents in G Drive; mail and talk with P. Townsend about best approach for document production
12/21/2016	339	1.50	\$	185.00	\$	277.50	Download and save CT production for attorney and client access; monitor processing of KTrask pst in LAWPD
12/23/2016	339	0.70	\$	185.00	\$	129.50	Begin export process on files; email regarding status
		24.70				4,569.50	
01/03/2017	339	0.40	\$	200.00	\$	80.00	Download, save, and OCR documents from CatchFire
01/05/2017	339	2.10	\$	200.00	\$	420.00	Collect and begin to process document productions from CatchFire, TSI, and CT; email G. English and R. Barker regarding same
01/06/2017	339	3.60	\$	200.00	\$	720.00	Complete processing and place document productions on Sharefile for clients and opposing counsel; e-mail G. English and R. Barker regarding same
01/12/2017	339	0.20	\$	200.00	\$	40.00	Upload files to Sharefile site for expert as requested by R. Barker
01/18/2017	339	2.30	\$	200.00	\$	460.00	Download, analyze, Bates number, prepare, and upload documents from Premier Trade Solutions
01/19/2017	339	0.70	\$	200.00	\$	140.00	Download, inspect, Bates number, and mark confidential documents from Premier Trade Solutions; upload documents to Sharefile site; email G. English and R. Barker regarding actions

02/03/2017	339	1.10	\$	200.00	\$	220.00	Bates number and prepare document for ENC production; upload production to G Drive and Sharlie for delivery to client and opposing counsel
02/14/2017	339	1.80	\$	200.00	\$	360.00	Locate documents in various document productions; print clean copies as requested by G. English
02/16/2017	339	0.40	\$	200.00	\$	80.00	Bates number documents as requested by G. English
02/17/2017	339	0.90	\$	200.00	\$	180.00	Locate documents produced by Encore; copy to flash drive as requested by G. English
02/20/2017	339	0.80	\$	200.00	\$	160.00	Locate key documents as requested by G. English; complete copy of ENC documents to flash drive
02/22/2017	339	0.50	\$	200.00	\$	100.00	Add bates numbers to UIC document as requested by G. English; locate clean copies of documents
02/24/2017	339	1.20	\$	200.00	\$	240.00	Locate copies of documents as requested by G. English
02/28/2017	339	0.40	\$	200.00	\$	80.00	Bates number, stamp, and save documents for production as requested by G. English
03/03/2017	339	0.70	\$	200.00	\$	140.00	Bates number documents as requested by G. English; review case data tracking and processing history to answer G. English questions
03/13/2017	339	0.60	\$	200.00	\$	120.00	Review Motion for Continuance as requested by G. English
03/21/2017	339	0.20	\$	200.00	\$	40.00	Add bates stamp to document for production as requested by G. English
04/11/2017	339	0.50	\$	200.00	\$	100.00	Import and process emails from R. Young in LAWPD software
04/12/2017	339	1.50	\$	200.00	\$	300.00	Process documents for upcoming production
04/13/2017	339	2.60	\$	200.00	\$	520.00	Prepare supplemental production; upload to flash drive; various emails with G. English and R. Barker regarding same
04/20/2017	339	0.40	\$	200.00	\$	80.00	Research ability to make privilege log from emails; email R. Barker and P. Townsend regarding same
04/25/2017	339	0.30	\$	200.00	\$	60.00	Download, save, and share copy of excel from flash drive
04/26/2017	339	0.60	\$	200.00	\$	120.00	Gather and process emails and an excel for upcoming production; various emails to R. Barker and G. English regarding same
04/27/2017	339	0.50	\$	200.00	\$	100.00	Add bates stamps and CONFIDENTIAL stamp to production; e-mail information to G. English and R. Barker; index information regarding production
05/04/2017	339	1.10	\$	200.00	\$	220.00	Conference with R. Barker regarding privilege log; e-mail with P. Townsend regarding exporting pst files to make privilege log; locate documents as requested by G. English
05/05/2017	339	0.90	\$	200.00	\$	180.00	Continue to locate documents as requested by G. English; e-mail regarding same; process R. Barker and G. English emails; sort and create excel
05/08/2017	339	1.30	\$	200.00	\$	260.00	E-mail to P. Townsend regarding Outlook export; process pst files; search, sort, and save an excel of potentially privileged documents; modify excel as needed for attorney review
05/09/2017	339	1.80	\$	200.00	\$	360.00	Locate documents for deposition as requested by G. English and R. Barker
05/19/2017	339	0.40	\$	200.00	\$	80.00	Search for "employment agreement" as requested by G. English.
05/22/2017	339	0.20	\$	200.00	\$	40.00	Review search techniques with G. English; extract needed document
05/26/2017	339	1.20	\$	200.00	\$	240.00	Search for emails for proof of production; amend privilege log as requested by G. English; add entries to privilege log from hard copies of e-mail provided by G. English; check on Sharfile link for R. Young
05/30/2017	339	2.40	\$	200.00	\$	480.00	Finalize hard copy entries for privilege log; e-mail G. English and R. Young regarding privilege log and R. Young emails; download, assess, and begin processing more emails from R. Young;
05/31/2017	339	2.10	\$	200.00	\$	420.00	Complete processing of additional e-mails from R. Young; save and copy document production to flash drive as requested by G. English; index information regarding same
06/08/2017	339	0.50	\$	200.00	\$	100.00	Convert and bates number Higgenbotham emails for production to opposing counsel
06/09/2017	339	1.10	\$	200.00	\$	220.00	Download files from opposing counsel; assess and index the file information; e-mail G. English and R. Barker regarding files bates labeled ENC-B
06/12/2017	339	1.30	\$	200.00	\$	260.00	Prepare explanation of files opposing counsel needs to send to make the ENC-B production usable; set up LAWPD to search for additional documents to be produced
06/13/2017	339	3.20	\$	200.00	\$	640.00	Search PDF documents for information regarding C. Powell for Second Interrogatories and Requests for Production
06/14/2017	339	1.80	\$	200.00	\$	360.00	Continue to search for documents related to C. Powell
06/15/2017	339	2.00	\$	200.00	\$	400.00	Complete the search for documents that need to be produced and already produced; e-mail G. English and R. Barker regarding same
06/21/2017	339	0.40	\$	200.00	\$	80.00	Assess files sent by opposing counsel for ENC-B production
06/26/2017	339	0.30	\$	200.00	\$	60.00	Meeting with G. English regarding privilege log and other documents
06/27/2017	339	0.90	\$	200.00	\$	180.00	Meeting with G. English regarding privilege log and changes needed; begin amending privilege log
06/28/2017	339	1.20	\$	200.00	\$	240.00	Complete and send G. English Amended Privilege Log; meeting with G. English and R. Barker regarding ENC-B production
06/30/2017	339	1.90	\$	200.00	\$	380.00	Review ENC-B database in Eclipses; compile and provide e-mail with Eclipses instructions to G. English as requested; create tags and searches for database; add production and database information to master index
07/03/2017	339	2.00	\$	200.00	\$	400.00	Locate, print documents for Encore 306b deposition as requested by G. English

07/05/2017	339	1.80	\$	200.00	\$	360.00	Save and print documents in preparation for Encore deposition; process additional document for possible production; combine and bates number as requested by G. English; e-mail regarding same
07/06/2017	339	0.40	\$	200.00	\$	80.00	Search for documents to determine if produced or not
07/17/2017	339	0.60	\$	200.00	\$	120.00	Search for Winnett County documents; print documents as requested by G. English
08/28/2017	339	0.90	\$	200.00	\$	180.00	Meeting with G. English regarding trial prep; download Trask 30(b)(6) exhibits; look for examples and develop plan for trial exhibits; order Plaintiff Exhibit stickers
08/29/2017	339	3.40	\$	200.00	\$	680.00	Prepare trial exhibits; locate three emails from R. Young as requested by G. English
08/31/2017	339	3.50	\$	200.00	\$	700.00	Search for specific documents as requested by G. English
09/01/2017	339	4.50	\$	200.00	\$	900.00	Search for NDA documents related to ACT; finalize trial exhibits; e-mail G. English regarding same; contact RLM regarding trial preparations
09/05/2017	339	2.00	\$	200.00	\$	400.00	Upload trial exhibits for J. Horseman; gather various deposition transcripts for Trial Director
09/07/2017	339	0.80	\$	200.00	\$	160.00	Search documents for viola" as requested by G. English; locate documents with K. Trask gmail account as requested by G. English"
09/08/2017	339	1.20	\$	200.00	\$	240.00	Communicate with J. Horseman regarding upcoming trial; save and index various deposition files as provided by G. English
09/11/2017	339	1.00	\$	200.00	\$	200.00	Scan, save, and index new trial exhibits; contact Legal Eagle for binders;
09/12/2017	339	1.40	\$	200.00	\$	280.00	Enter and organize exhibits in TrialDirector in preparation for witnesses; finalize binders of Plaintiff Trial Exhibits
09/14/2017	339	5.10	\$	200.00	\$	1,020.00	Assist with witness preparation as requested by G. English
09/18/2017	339	1.50	\$	200.00	\$	300.00	Download, save, and send D. Viola video and transcripts; search for documents as requested by G. English
09/19/2017	339	1.20	\$	200.00	\$	240.00	Prepare exhibit 83 and send to all; bates number additional documents for production; e-mail G. English regarding same; meeting with G. English regarding trial preparation
09/20/2017	339	0.90	\$	200.00	\$	180.00	Prepare deposition transcripts for G. English;
09/21/2017	339	1.80	\$	200.00	\$	360.00	Download, save, and distribute jury lists; prepare binder for opposing counsel; locate documents as requested by G. English
09/22/2017	339	2.90	\$	200.00	\$	580.00	Prepare Exhibit 84; update index; assist J. Horseman in setting up courtroom equipment
09/23/2017	339	0.50	\$	200.00	\$	100.00	Prepare exhibit 84; e-mail J. Horseman regarding trial exhibits and equipment
09/25/2017	339	2.00	\$	200.00	\$	400.00	Trial preparation and assistance
09/26/2017	339	0.90	\$	200.00	\$	180.00	Assist R. Barker in creating new exhibits related to Plaintiff's export report
09/26/2017	339	0.20	\$	200.00	\$	40.00	Update exhibits chart; print documents as requested by R. Barker
09/27/2017	339	0.50	\$	200.00	\$	100.00	Adjust Exhibit 10 and take it to the courthouse
08/24/2017	470	0.30	\$	200.00	\$	60.00	Prepare order for certified documents from Nevada Secretary of State; telephone call to Nevada Secretary of State regarding documents; email regarding same
09/17/2015	T32	0.60	\$	400.00	\$	240.00	Conference with Mr. English regarding causes of action; follow up with him regarding same; review complaint and exchange emails regarding causes of action.
06/23/2016	T32	0.00	\$	-	\$	240.00	Review discovery issue and strategize with Ms. Bolt Barker regarding same
07/25/2016	T421	1.20	\$	195.00	\$	234.00	Redact and bates-number document production
07/29/2016	T421	0.90	\$	195.00	\$	175.50	Redact and bates number additional document production
08/08/2016	T421	0.70	\$	195.00	\$	136.50	Bates number additional document production
11/18/2016	T421	0.00	\$	-	\$	-	Conference with Ms. Barker re subpoena
12/06/2016	T421	0.70	\$	195.00	\$	136.50	Draft subpoenas to third parties in Colorado, Pennsylvania and China; emails to Lex Mundi affiliate in China; telephone conferences with counsel in Pennsylvania and Colorado
12/12/2016	T421	1.20	\$	195.00	\$	234.00	Conference with Ms. Barker and counsel in Colorado and Pennsylvania regarding foreign subpoenas; prepare correspondence and revised subpoenas directed to Colorado and Pennsylvania parties; request filing fees
12/13/2016	T421	1.50	\$	195.00	\$	292.50	subpoenas directed to Colorado and Pennsylvania parties; request filing fees
12/14/2016	T421	1.40	\$	195.00	\$	273.00	same
							Scan documents responsive to subpoena and save to document management system; organize subpoenas and documents responsive to same

01/03/2017	1421	0.40	\$	195.00	\$	78.00	Organize subpoenas to third-parties
01/18/2017	1421	0.50	\$	200.00	\$	100.00	Review emails and document productions responsive to subpoenas
		8.50			\$	1,660.00	
					\$	345,733.50	

EXHIBIT B

Meilinger Consulting, P.C.

351 Prado Way
Greenville, SC 29607

Invoice

Date	Invoice #
6/16/2016	5033

Bill To
Wyche Law Firm CO Greg English 44 East Camperdown Way Greenville, SC 29601

P.O. No.	Terms	Project
	Due on receipt	

Item	Quantity	Description	Rate	Amount	Serviced
Retainer - 2016		Security Retainer - Encore Technology Group, LLC - Damages Analysis	5,000.00	5,000.00	
			Total	\$5,000.00	
			Payments/Credits	\$0.00	
			Balance Due	\$5,000.00	

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Meilinger Consulting, P.C.
 351 Prado Way
 Greenville, SC 29607

Invoice

Date	Invoice #
9/30/2016	5339

Bill To
Wyche Law Firm CO Greg English 44 East Camperdown Way Greenville, SC 29601

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Terms	Project
Due on receipt	

Description	Rate	Serviced	Amount
Preliminary Damages Report - Encore vs Cleartouch	7,326.50		7,326.50
Retainer Applied	-5,000.00		-5,000.00

Total	\$2,326.50
Payments/Credits	\$0.00
Balance Due	\$2,326.50

Meilinger Consulting, P.C.

864-288-3049
351 Prado Way

Invoice

Date	Invoice #
11/30/2016	5943

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
0.6	Review new documents	.175.00	105.00
Total			\$105.00

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Meilinger Consulting, P.C.

864-288-3049
351 Prado Way

Invoice

Date	Invoice #
1/31/2017	6593

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601

Due Date
1/31/2017

Description	Amount
Litigation - Meeting Consultation	847.50
Litigation - Work related to Analysis & Procedures for January	575.00
Total \$1,422.50	
Payments/Credits \$0.00	
Customer Total Balance \$1,422.50	Balance Due \$1,422.50

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Meilinger Consulting, P.C.

864-288-3049
351 Prado Way

Invoice

Date	Invoice #
2/28/2017	6696

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

Due Date
2/28/2017

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Description	Amount
Litigation - Work related to Analysis & Procedures for February	6,818.00
Litigation - Work related to drafting of Report for February	4,878.50
Meeting with Client related to Litigation work for February	665.00
Total \$12,361.50	
Payments/Credits \$0.00	
Customer Total Balance \$12,361.50	Balance Due \$12,361.50

Meilinger Consulting, P.C.

351 Prado Way
Greenville, SC 29607
864-288-3049

Invoice

Date	Invoice #
3/31/2017	6830

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

Due Date
3/31/2017

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Description	Amount
Litigation - Analysis & Procedures for March	2,759.00
Litigation - Misc Work for March	35.00
Litigation - drafting of Report March	228.50
Litigation - Review of Report March	472.00
Litigation - Final Issue of Report for March	232.50
Total \$3,727.00	
Payments/Credits \$0.00	
Customer Total Balance \$3,727.00	Balance Due \$3,727.00

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
5/31/2017	7110

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

Terms	Project
Due on receipt	

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE COMMON PLEAS CASE#2015CP2306757

Quantity	Description	Rate	Serviced	Amount
0.1	MM - Meet with Travis - plan to prepare for case in June and July	275.00	5/15/2017	27.50
0.2	TL - emails and phone call to get update on case	175.00	5/22/2017	35.00
1.4	TL - discuss status with Mike and Will, begin preparing documents for deposition/trial	175.00	5/23/2017	245.00
1.6	TL - review file, review report, work on deposition and trial prep documents	175.00	5/26/2017	280.00
2.2	TL - review all documents, reorganize file	175.00	5/30/2017	385.00
2.7	TL - retrace report figures, fill in documentation, take notes for deposition prep	175.00	5/30/2017	472.50
1	WB - Tracing invoices in report notebook to make sure they are clear and tie the way we have them organized and organizing the professional standards that are relevant for the case	100.00	5/31/2017	100.00
4.4	TL - prepare materials for deposition and trial, review with Will	175.00	5/31/2017	770.00

Total	\$2,315.00
Payments/Credits	\$0.00
Balance Due	\$2,315.00

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
6/30/2017	7220

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
0.1	Organizing documents creating deposition notebook	100.00	6/1/2017	10.00
3.5	Review Encore report with Travis to update exhibits and compile other supporting documents we need for trial	100.00	6/1/2017	350.00
1.7	Review Encore documents to get together what we needed for Trial	100.00	6/1/2017	170.00
0.1	Reviewing exhibit spreadsheet with Travis	100.00	6/2/2017	10.00
5.4	work with will to outline report and gather supporting information for deposition and trial	175.00	6/1/2017	945.00
0.2	Reviewing final draft of the expert report	100.00	6/2/2017	20.00
2.5	Going over final report to prepare deposition notebooks	100.00	6/2/2017	250.00
0.2	Preparing deposition notebooks	100.00	6/2/2017	20.00
4.8	update report exhibits, continue preparing for deposition, creating notebooks and support	175.00	6/2/2017	840.00
0.3	Meeting with Mike to discuss plan for preparation of deposition	100.00	6/5/2017	30.00
0.3	review work with Mike	175.00	6/5/2017	52.50
0.3	Reviewing final report notes and outline to discuss with Mike	100.00	6/7/2017	30.00
0.2	Printing documents to review with Mike for final report	100.00	6/7/2017	20.00
1.4	Reading final report to review with Mike	100.00	6/8/2017	140.00
1.3	Reading final report and tying to exhibit tables	100.00	6/9/2017	130.00
1.1	Reading final report with Mike	100.00	6/9/2017	110.00
0.8	Reviewing report appendices with Travis	100.00	6/9/2017	80.00
1	Meeting review report go over potential exhibits with will and information needed	275.00	6/9/2017	275.00
1.1	go over notes with Will to update report and deposition notebooks	175.00	6/9/2017	192.50
0.3	valuation research ibis	175.00	6/12/2017	52.50
0.1	update valuation research file	100.00	6/13/2017	10.00
0.3	update valuation research file	100.00	6/13/2017	30.00
0.3	work with will to review industry research from IBIS	175.00	6/13/2017	52.50
1	compiling additional valuation research	100.00	6/14/2017	100.00
0.3	compile state economic report for final report	100.00	6/14/2017	30.00
0.4	compile state and regional economic reports	100.00	6/14/2017	40.00
0.3	work with Will on encore valuation procedures	175.00	6/14/2017	52.50
0.3	compile SC economic reports for the final report	100.00	6/15/2017	30.00

Total
Payments/Credits
Balance Due

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
6/30/2017	7220

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE COMMON PLEAS CASE#2015CP2305757

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
0.4	gather comparable economic reports for the technology and education industry for valuation research file	100.00	6/16/2017	40.00
1.6	update report and exhibits for deposition	175.00	6/15/2017	280.00
1.1	update report per Travis	100.00	6/16/2017	110.00
5.1	Going through final report with Travis to make deposition notes for Mike	100.00	6/16/2017	510.00
5.7	continue review of report, analyze and trace workproduct, prepare notebooks, notes, and memos for deposition preparation	175.00	6/16/2017	997.50
0.3	emails, phone calls, scheduling	175.00	6/16/2017	52.50
0.1	compiling economic reports for valuation research file	100.00	6/19/2017	10.00
3.5	deposition preparation	100.00	6/20/2017	350.00
1.1	deposition preparation	100.00	6/21/2017	110.00
0.4	deposition prep questions	175.00	6/19/2017	70.00
0.2	work with Will on deposition prep	175.00	6/20/2017	35.00
0.1	case update	175.00	6/27/2017	17.50

Total	\$6,655.00
Payments/Credits	\$0.00
Balance Due	\$6,655.00

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
7/31/2017	7297

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#20156PF2306757

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
0.3	Phone call with Greg, discuss plan for deposition - TL	175.00	6/29/2017	52.50
0.4	prepare case writeup for June - TL	175.00	6/30/2017	70.00
2.5	Preparing for deposition - WB	100.00	7/19/2017	250.00
1.6	update deposition prep - TL	175.00	7/19/2017	280.00
0.1	update notes for Mike's review - TL	175.00	7/21/2017	17.50
3.4	Deposition preparation - WB	100.00	7/27/2017	340.00
4.2	Deposition preparation - WB	100.00	7/28/2017	420.00
1.1	deposition prep - TL	175.00	7/28/2017	192.50
0.8	Prepare for Deposition - MM	265.00	7/28/2017	212.00
2.5	Prepare for deposition - TL	175.00	7/27/2017	437.50
1.6	Deposition preparation - WB	100.00	7/31/2017	160.00
3.8	Deposition preparation - WB	100.00	7/31/2017	380.00
0.9	deposition prep - TL	175.00	7/31/2017	157.50
2.7	Attend Deposition with Mike - WB	100.00	8/1/2017	270.00
0.2	Review notes from Deposition - WB	100.00	8/1/2017	20.00
1.3	Prep for Deposition - MM (See Below Credit)	265.00	7/31/2017	344.50
2.5	Meeting with Wyche Law for preparation for the deposition - MM	265.00	7/31/2017	662.50
2.6	Deposition - MM (See below Credit)	265.00	8/1/2017	689.00
	Amount Billing to Roe & Cassidy for Mike Deposition & Deposition Prep. 1.3 Hours of Prep, 2.6 Hours of being Deposed	-1,033.50		-1,033.50
Total				\$3,922.00
Payments/Credits				\$0.00
Balance Due				\$3,922.00

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
7/31/2017	7351

Bill To
Roe Cassidy Coates & Price 1052 N Church St Greenville, SC 29601

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE COMMON PLEAS - CASE#2015CP2305757

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
	Deposition of Michael E. Meilinger - 1.3 hrs of Prep, 2.6 hours of being deposed	1,033.50		1,033.50
		Total		\$1,033.50
		Payments/Credits		-\$689.00
		Balance Due		\$344.50

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
8/31/2017	8021

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
0.4	discuss and review do to items from deposition - TL	175.00	8/1/2017	70.00
0.1	emails with Greg - TL	175.00	8/10/2017	17.50
0.1	update appendix to send to Greg - TL	175.00	8/15/2017	17.50
3.8	Reading deposition transcript - WB	100.00	8/17/2017	380.00
0.9	review deposition, update file, gather supporting materials - TL	175.00	8/16/2017	157.50
3.6	deposition review and support of positions - TL	175.00	8/17/2017	630.00
1	Call to review deposition transcript - WB	100.00	8/25/2017	100.00
1	Read Deposition - MM	265.00	8/25/2017	265.00
0.5	Read Deposition - MM	265.00	8/25/2017	132.50
1	Meeting with Greg English - MM	265.00	8/25/2017	265.00
1	phone call with Greg, Todd, and Russel - TL	175.00	8/25/2017	175.00
0.5	prepare for call - TL	175.00	8/25/2017	87.50
0.2	new documents for LOC and Gallant deposition - TL	175.00	8/29/2017	35.00
Total				\$2,332.50
Payments/Credits				\$0.00
Balance Due				\$2,332.50

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
9/30/2017	8182

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE COMMON PLEAS CASE#2016CP2305757

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
0.6	review LOC documents, update spreadsheet - TL	175.00	9/1/2017	105.00
1	complete LOC analysis - TL	175.00	9/4/2017	175.00
0.8	Reading Alford report calculation response - WB	100.00	9/12/2017	80.00
0.6	review letter from charlie alford- TL	175.00	9/12/2017	105.00
0.1	Reviewing Alford response - WB	100.00	9/15/2017	10.00
1	Alford Letter - MM	265.00	9/15/2017	265.00
3.7	Trial preparation - Trial preparation - WB	100.00	9/19/2017	370.00
1.5	prepare for meeting re testimony- TL	175.00	9/19/2017	262.50
6	analysis regarding alford's report, prepare exhibits and analysis- TL	175.00	9/15/2017	1,050.00
0.7	continue analysis- TL	175.00	9/14/2017	122.50
1.4	continue analysis- TL	175.00	9/13/2017	245.00
0.5	PC with Wyche Call - MM	265.00	9/13/2017	132.50
2.5	Meeting with Greg - MM	265.00	9/20/2017	662.50
2.5	meet with Greg- TL	175.00	9/20/2017	437.50
2.2	prepare exhibits for meeting with Greg- TL	175.00	9/20/2017	385.00
0.8	Alford Letter - MM	265.00	9/13/2017	212.00
0.8	Alford Analysis - MM	265.00	9/14/2017	212.00
0.2	Trial Preparation - WB	100.00	9/21/2017	20.00
0.5	follow up on emails and related issues for marketing- TL	175.00	9/21/2017	87.50
2.9	Trial preparation - WB	100.00	9/22/2017	290.00
1	Trial preparation - WB	100.00	9/23/2017	100.00
2.8	Prepare for Trial - MM	265.00	9/22/2017	742.00
3.5	Trial Preparation - WB	100.00	9/25/2017	350.00
4.5	prepare for trial- TL	175.00	9/22/2017	787.50
6.2	support for testimony- TL	175.00	9/25/2017	1,085.00
5.5	Trial - MM	265.00	9/25/2017	1,457.50
0.5	Trial Preparation - Trial Preparation - WB	100.00	9/26/2017	50.00
4.4	support Mike's trial testimony- TL	175.00	9/26/2017	770.00
3.9	Trial Preparation - WB	100.00	9/26/2017	390.00
3.5	Trail Preparation - WB	100.00	9/27/2017	350.00
2.4	Trial Preparation - WB	100.00	9/28/2017	240.00
1.8	Trial - MM	265.00	9/29/2017	477.00

Total
Payments/Credits
Balance Due

Meilinger Consulting, P.C.

351 Prado Way
 Greenville, SC 29607
 864-288-3049

Invoice

Date	Invoice #
9/30/2017	8182

Bill To
Wyche Law Firm 44 East Camperdown Way Greenville, SC 29601 United States

Terms	Project
Due on receipt	

Quantity	Description	Rate	Serviced	Amount
2.8	Trial - MM	265.00	9/28/2017	742.00
2	Trial - MM	265.00	9/28/2017	530.00
3	Trial - MM	265.00	9/27/2017	795.00
2.4	Trial - MM	265.00	9/27/2017	636.00
3	Trial - MM	265.00	9/26/2017	795.00
4	Prepare for Trial - MM	265.00	9/26/2017	1,060.00
3.6	support testimony, cross exam questions, exhibits- TL	175.00	9/27/2017	630.00
3.1	support testimony, cross examination, exhibitsv - TL	175.00	9/28/2017	542.50
2	Prepare for Testimony - MM	265.00	9/25/2017	530.00
0.1	LOC analyis - MM	265.00	9/4/2017	26.50
	Courtesy Discount	-1,500.00	9/30/2017	-1,500.00
Total				\$16,815.00
Payments/Credits				\$0.00
Balance Due				\$16,815.00

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757



Remit Payment To: **Resonant Legal Media, LLC.**
d/b/a RLM | TrialGraphix
 413 S. Washington Street
 Alexandria, Virginia 22314
 United States
 Tax ID#: 20-4734326

Invoice Number | **1710-026**
 Invoice Date | **10/03/2017**
 Due Date | **11/02/2017 (Net 30)**
 Matter | **[17-411] Encore Technology Group LLC v.
 Keone Trask, et al.**

Invoice For | **Encore Technology Group**

Item Type	Description	Hours	Hourly Rate	Amount
Professional Fees	09/06/2017 - Trial Technology Consulting / Jacob Horseman: Build initial database	1.50	\$225.00	\$337.50
Professional Fees	09/12/2017 - Trial Technology Consulting / Jacob Horseman: Supplement database	1.25	\$225.00	\$281.25
Professional Fees	09/13/2017 - Trial Technology Consulting / Jacob Horseman: Add new exhibits to TrialDirector database	0.25	\$225.00	\$56.25
Professional Fees	09/14/2017 - Deposition Video Synchronization / Video Processing: Kathy Cruse 12-16-2015	2.00	\$85.00	\$170.00
Professional Fees	09/19/2017 - Trial Technology Consulting / Jacob Horseman: Add video and supplementary exhibits	0.25	\$225.00	\$56.25
Professional Fees	09/20/2017 - Trial Technology Consulting / Jacob Horseman: Cutting clips	1.00	\$225.00	\$225.00
Professional Fees	09/21/2017 - Deposition Video Synchronization / Video Processing: Viola Dale 9/20/2017	1.00	\$85.00	\$85.00
Professional Fees	09/22/2017 - On-site support / Jacob Horseman: Set up court room	1.00	\$225.00	\$225.00
Professional Fees	09/22/2017 - Travel / Jacob Horseman: Travel from Charleston to Greenville	3.00	\$225.00	\$675.00
Professional Fees	09/23/2017 - On-site support / Jacob Horseman: Update database	0.50	\$225.00	\$112.50
Professional Fees	09/24/2017 - On-site support / Jacob Horseman: Add defense exhibits	0.75	\$225.00	\$168.75

Professional Fees	09/25/2017 - On-site support / Jacob Horseman: In court	9.00	\$225.00	\$2,025.00
Professional Fees	09/26/2017 - On-site support / Jacob Horseman: In court	8.50	\$225.00	\$1,912.50
Professional Fees	09/27/2017 - On-site support / Jacob Horseman: In court	7.00	\$225.00	\$1,575.00
Professional Fees	09/28/2017 - On-site support / Jacob Horseman: In court	8.25	\$225.00	\$1,856.25
Professional Fees	09/29/2017 - On-site support / Jacob Horseman: In court and breaking down equipment	8.00	\$225.00	\$1,800.00
Professional Fees	09/29/2017 - Travel / Jacob Horseman: Travel from Greenville to Charleston	3.00	\$225.00	\$675.00
Matter Expenses	09/22/2017 - Transportation / Jacob Horseman: Uber to rental car company	1.00	\$18.99	\$18.99
Matter Expenses	09/22/2017 - Meals / Jacob Horseman: Dinner	1.00	\$26.45	\$26.45
Matter Expenses	09/22/2017 - Meals / Jacob Horseman: Lunch	1.00	\$7.00	\$7.00
Matter Expenses	09/22/2017 - Meals / Jacob Horseman: Breakfast	1.00	\$5.43	\$5.43
Matter Expenses	09/23/2017 - Meals / Jacob Horseman: Dinner	1.00	\$37.02	\$37.02
Matter Expenses	09/23/2017 - Meals / Jacob Horseman: Breakfast	1.00	\$17.67	\$17.67
Matter Expenses	09/23/2017 - Supplies / Jacob Horseman: Table for projector	1.00	\$31.79	\$31.79
Matter Expenses	09/24/2017 - Meals / Jacob Horseman: Dinner	1.00	\$26.70	\$26.70
Matter Expenses	09/25/2017 - Meals / Jacob Horseman: Lunch	1.00	\$12.99	\$12.99
Matter Expenses	09/25/2017 - Meals / Jacob Horseman: Dinner	1.00	\$25.00	\$25.00
Matter Expenses	09/26/2017 - Meals / Jacob Horseman: Dinner	1.00	\$32.00	\$32.00
Matter Expenses	09/27/2017 - Meals / Jacob Horseman: Dinner	1.00	\$19.00	\$19.00

Matter Expenses	09/28/2017 - Meals / Jacob Horseman: Dinner	1.00	\$23.92	\$23.92
Matter Expenses	09/29/2017 - Transportation / Jacob Horseman: Rental car	1.00	\$517.99	\$517.99
Matter Expenses	09/29/2017 - Hotel / Jacob Horseman: Hotel In Greenville	1.00	\$1,329.14	\$1,329.14
Matter Expenses	09/29/2017 - Transportation / Jacob Horseman: Gas for rental	1.00	\$6.66	\$6.66
Matter Expenses	09/29/2017 - Transportation / Jacob Horseman: Gas for rental	1.00	\$29.78	\$29.78
Matter Expenses	09/29/2017 - Meals / Jacob Horseman: Dinner	1.00	\$6.86	\$6.86
Matter Expenses	09/29/2017 - Parking / Jacob Horseman: Parking at court	1.00	\$7.50	\$7.50

Amount Due \$14,418.14

CARTER, SMITH, MERRIAM, ROGERS & TRAXLER, P.A.
ATTORNEYS AT LAW

JEFFREY A. MERRIAM
THOMAS W. TRAXLER
S. BROOK FOWLER
TRAVIS V. OLMERT

900 EAST NORTH STREET (29601)
POST OFFICE BOX 10828
GREENVILLE, SOUTH CAROLINA 29603
864-242-3566
FAX: 864-232-1558
WEBSITE: www.carterlawpa.com

COUNSEL:
JEFFERSON V. SMITH, JR.

REX L. CARTER
(1925-2014)

DAVID M. ROGERS
(1955-2010)

October 24, 2016

Gregory J. English, Esquire
Rita Bolt Barker, Esquire
Wyche Law Firm
P. O. Box 728
Greenville, SC 29602-0728

Re: *Encore Technology Group, LLC v. Keone Trask and
Clear Touch Interactive, Inc., f/k/a Clear Touch, LLC*
C.A. NO.: 2015-CP-23-05757

MEDIATION FEES (at \$350 per hour) AND COSTS:

		<u>HOURS</u>			
	<u>COSTS</u>	<u>MEDIATION</u>	<u>TOTAL</u>		
9/22/2016		5.50	5.50	x \$350=	\$ 1,925.00
9/22/2016	Lunch				\$ 84.44

TOTAL MEDIATION FEES AND COSTS **\$ 2,009.44**

BILL SUMMARY

Fees and costs due from <i>PLAINTIFF</i>	\$1,004.72
Fees and costs due from DEFENDANT	\$1,004.72
9/30/16 PAYMENT RECEIVED	<u>\$ (1,004.72)</u>
	\$0.00

FED.I.D.#: 57-0897988

Checks payable: Carter Smith Law Firm

PAYMENT DUE IMMEDIATELY UPON RECEIPT

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757



INVOICE

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Invoice No.	Invoice Date	Job No.
19947	12/8/2016	11664
Job Date	Case No.	
11/30/2016	2015-CP-23-05757	
Case Name		
Encore Technology Group, LLC vs. Keone Trask, et al.		
Payment Terms		
Net 15		

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:		
Tamara Trask	151.00 Pages	596.45
Exhibit copying & scanning	113.00 Pages	45.20
E-Transcript & PDF Emailed	1.00	0.00
Condensed Transcript & Index	1.00	0.00
Index on full size transcript	1.00	0.00
Online access to docs at www.EveryWordInc.com	1.00	0.00
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:		
Leo Gallant	60.00 Pages	237.00
Appearance 1st hr.	1.00 Hours	70.00
Appearance Fee - additional hours	5.60 Hours	112.00
Exhibit copying & scanning	82.00 Pages	32.80
UPS	1.00	9.75
E-Transcript & PDF Emailed	1.00	0.00
Condensed Transcript & Index	1.00	0.00
Index on full size transcript	1.00	0.00
Online access to docs at www.EveryWordInc.com	1.00	0.00
TOTAL DUE >>>		\$1,103.20
AFTER 1/7/2017 PAY		\$1,152.84

Tax ID: 27-1166742

Please detach bottom portion and return with payment.

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

Invoice No. : 19947
 Invoice Date : 12/8/2016
Total Due : \$ 1,103.20
 AFTER 1/7/2017 PAY \$1,152.84

Remit To: **EveryWord, Inc.**
P.O. Box 1459
Columbia, SC 29202

Job No. : 11664
 BU ID : 2-GCR
 Case No. : 2015-CP-23-05757
 Case Name : Encore Technology Group, LLC vs. Keone Trask, et al.



INVOICE

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Invoice No.	Invoice Date	Job No.
19947	12/8/2016	11664
Job Date	Case No.	
11/30/2016	2015-CP-23-05757	
Case Name		
Encore Technology Group, LLC vs. Keone Trask, et al.		
Payment Terms		
Net 15		

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

We appreciate your business.

Tax ID: 27-1166742

Please detach bottom portion and return with payment.

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

Invoice No. : 19947
 Invoice Date : 12/8/2016
Total Due : \$ 1,103.20
 AFTER 1/7/2017 PAY \$1,152.84

Remit To: **EveryWord, Inc.**
P.O. Box 1459
Columbia, SC 29202

Job No. : 11664
 BU ID : 2-GCR
 Case No. : 2015-CP-23-05757
 Case Name : Encore Technology Group, LLC vs. Keone Trask, et al.



INVOICE

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Invoice No.	Invoice Date	Job No.
20073	1/5/2017	11738
Job Date	Case No.	
12/15/2016	2015-CP-23-05757	
Case Name		
Encore Technology Group, LLC vs. Keone Trask, et al.		
Payment Terms		
Net 15		

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:		
Kathy Cruse Crebs	89.00 Pages	373.80
Appearance 1st hr.	1.00 Hours	70.00
Appearance Fee - additional hours	5.40 Hours	108.00
UPS	1.00	9.75
Exhibit copying & scanning - color	45.00 Pages	45.00
Read & Sign (Includes Shipping & Handling)	1.00	20.00
Condensed Transcript & Index	1.00	0.00
E-Transcript & PDF Emailed	1.00	0.00
Video Taping 1st hr.	1.00	295.00
Video Taping - additional hrs.	2.50	262.50
Synced Transcript, Exhibits & Video	2.00 Hours	110.00
Online access to docs at www.EveryWordInc.com	0.00	0.00
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:		
West Martin	95.00 Pages	375.25
Exhibit copying, scanning & tabbing	39.00 Pages	15.60
Read & Sign (includes Shipping & Handling)	1.00	20.00
Condensed Transcript & Index	1.00	0.00
Index on full size transcript	1.00	0.00

Tax ID: 27-1166742

Please detach bottom portion and return with payment.

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

Invoice No. : 20073
 Invoice Date : 1/5/2017
Total Due : \$ 1,704.90
 AFTER 2/4/2017 PAY \$1,781.62

Remit To: **EveryWord, Inc.**
P.O. Box 1459
Columbia, SC 29202

Job No. : 11738
 BU ID : 2-GCR
 Case No. : 2015-CP-23-05757
 Case Name : Encore Technology Group, LLC vs. Keone Trask, et al.



Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

INVOICE

Invoice No.	Invoice Date	Job No.
20073	1/5/2017	11738
Job Date	Case No.	
12/15/2016	2015-CP-23-05757	
Case Name		
Encore Technology Group, LLC vs. Keone Trask, et al.		
Payment Terms		
Net 15		

E-Transcript & PDF Emailed	1.00	0.00
Online access to docs at www.EveryWordInc.com	0.00	0.00
TOTAL DUE >>>		\$1,704.90
AFTER 2/4/2017 PAY		\$1,781.62

We appreciate your business.

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Tax ID: 27-1166742

Please detach bottom portion and return with payment.

Gregory J. English, Esquire
 Wyche, PA
 44 E CAMPERDOWN WAY
 GREENVILLE, SC 29601-3512

Invoice No. : 20073
 Invoice Date : 1/5/2017
Total Due : \$ 1,704.90
 AFTER 2/4/2017 PAY \$1,781.62

Remit To: **EveryWord, Inc.**
 P.O. Box 1459
 Columbia, SC 29202

Job No. : 11738
 BU ID : 2-GCR
 Case No. : 2015-CP-23-05757
 Case Name : Encore Technology Group, LLC vs. Keone Trask, et al.

Bishop Reporting Services, LLC
Post Office Box 1207
Greenville, SC 29602
(864) 640-1634
jill@blshopreporting.com
Federal Tax ID No. 46-3387774



INVOICE

BILL TO
Gregory J. English Esq.
WYCHE P.A.
Post Office Box 728
Greenville, SC 29602-0728

INVOICE # 3618
DATE 09/04/2017
DUE DATE 10/04/2017
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Sales C.A. NO: 2015-CP-23-05757 Encore Technology Group, LLC vs Keone Trask and Clear Touch Interactive, Inc., f/k/a Clear Touch Interactive, LLC		215.95	215.95
Depositions of Michael Knight and Todd Newnam (8.18.17) Delivery Fee/Postage			
Deposition of Michael Knight Transcript Copy & Etran (32 Pages) Exhibits (5 B&W Pages)			
Deposition of Todd Newnam Transcript Copy & Etran (48 Pages) Exhibits (8 Pages)			
Thank you for your business!		BALANCE DUE	\$215.95

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Bishop Reporting Services, LLC
Post Office Box 1207
Greenville, SC 29602
(864) 640-1634
jill@blshopreporting.com
Federal Tax ID No. 46-3387774



INVOICE

BILL TO
Gregory J. English Esq.
WYCHE P.A.
Post Office Box 728
Greenville, SC 29602-0728

INVOICE # 3637
DATE 09/07/2017
DUE DATE 10/07/2017
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Sales C.A. No. 2015-CP-23-05757 Encore Technology Group, LLC vs Keone Trask and Clear Touch Interactive, Inc. f/k/a Clear Touch Interactive, LLC		345.95	345.95
Deposition of Danielle Stengel (7.13.17) Transcript Copy & Etran (128 Pages) 22 Exhibits (73 B&W Pages) Delivery Fee			
Thank you for your business!		BALANCE DUE	\$345.95

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Bishop Reporting Services, LLC
 Post Office Box 1207
 Greenville, SC 29602
 (864) 640-1634
 jlll@blshopreporting.com
 Federal Tax ID No. 46-3387774



INVOICE

BILL TO
 Gregory J. English Esq.
 WYCHE P.A.
 Post Office Box 728
 Greenville, SC 29602-0728

INVOICE # 3639
 DATE 09/08/2017
 DUE DATE 10/08/2017
 TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Sales		325.85	325.85
C.A. NO: 2015-CP-23-05757			
Encore Technology Group, LLC vs Keone Trask and Clear Touch Interactive, Inc., f/k/a Clear Touch Interactive, LLC			
Depositions of Christopher Powell and James Higginbotham (8.30.17)			
Postage/Delivery Fee			
Deposition of Christopher Powell			
Transcript Copy & Etran (40 Pages)			
1 Exhibit (2 B&W Pages)			
Deposition of James Higginbotham			
Transcript Copy & Etran (86 Pages)			
8 Exhibits (20 B&W Pages)			
Thank you for your business!	BALANCE DUE		\$325.85

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Bishop Reporting Services, LLC
 Post Office Box 1207
 Greenville, SC 29602
 (864) 640-1634
 jill@bishopreporting.com
 Federal Tax ID No. 46-3387774



INVOICE

BILL TO
 Gregory J. English Esq.
 WYCHE P.A.
 Post Office Box 728
 Greenville, SC 29602-0728

INVOICE # 3652
 DATE 09/11/2017
 DUE DATE 10/11/2017
 TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Sales C.A. No. 2015-CP-23-05757 Encore Technology Group, LLC vs Keone Trask and Clear Touch Interactive, Inc. f/k/a Clear Touch Interactive, LLC		867.95	867.95
30(b)(6) Deposition of Todd Newnam (7.18.17 & 8.4.17) Transcript Copy & Etran (340 Pages) 19 Exhibits (186 B&W Pages, 1 Color Page) Delivery Fee/Postage			
Sales 30(b)(6) Deposition of David Masters (8.4.17) Transcript Copy & Etran (77 Pages) 14 Exhibits (45 B&W Pages) Delivery Fee/Postage		216.80	216.80
Thank you for your business!			
		BALANCE DUE	\$1,084.75

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

LAW OFFICES
McCLURE, RAMSAY, DICKERSON & ESCOE, LLP
38 FALLS ROAD
TOCCOA, GEORGIA 30577

P.O. DRAWER 1408
ID NO. 58-2270383

AREA CODE 706
TELEPHONE 886-3178
FAX 886-1150

Gregory English
44 East Camperdown Way
Greenville, SC 29601-3512

PAGE 1
BILLING DATE: 09/14/16
ACCT NO.: ALP-16.320AP

RE: Encore Technology Group v. Keone Trask
Domestication Subpoena

PROFESSIONAL SERVICES RENDERED

AMOUNT

For professional services rendered in connection with
domestication the subpoena

Total of New Services:

240.00

DATE EXPENSE

AMOUNT

09/13/16 Domestication Subpoena Fee - Clerk, Superior Court
of Stephens County / NGB 22252

5.00

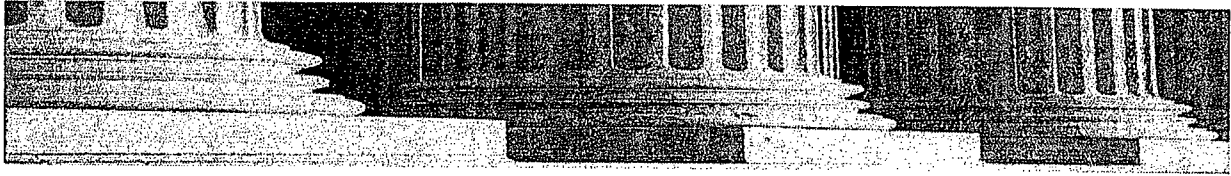
Total of New Expenses:

5.00

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$0.00
NEW SERVICES:	\$240.00
NEW EXPENSES:	\$5.00
NEW PAYMENTS:	\$0.00
TOT. CURRENT PERIOD:	\$245.00
CURRENT BALANCE:	\$245.00

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757



Joy E. Shaver
 Virtual Legal Services, LLC
 987 Moores Mill Rd., NW
 Atlanta, Georgia 30327
 Tax ID 47-4609193

Wyche
 Rita Bolt Baker
 44 East Camperdown Way
 Greenville, SC 29601-3512

Via email to: rbarker@wyche.com

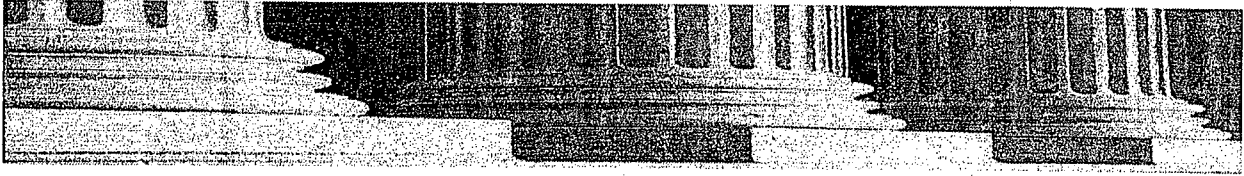
December 1, 2016

RE: Encore Technology Group v. Keone Trask, et. Al, Civil Action 2015-CP-23-05757

Balance Due \$523.50

INVOICE DETAIL

DATE	DESCRIPTION	TIME
11/16/2016	Initial communications with Ms. Baker regarding subpoena to be issued and served on Gwinnett County Schools	0.1
11/16/2016	Draft Gwinnett County subpoena	0.2
11/17/2016	Communications with Ms. Baker and Gwinnett County clerk's office re requirement for skeleton certificate of service	0.2
11/18/2016	Minor revision to Gwinnett County documents; Gwinnett State Court for issuance of Gwinnett subpoena; arrange service of process	0.3
11/18/2016	Follow up communications with Ms. Baker re service	0.1
11/19/2016	Communication with process server re attempt to serve Mr. Gomez	0.1
11/20/2016	Follow up communication with process server and Ms. Baker re second attempt to serve Mr. Gomez	0.1
11/21/2016	Communication with assistant to Mr. Gomez re acceptance of service and arrangements for third attempt	0.2
11/23/2016	Communications with process server re refusal of service	0.1
11/28/2016	Draft subpoena to records custodian, Gwinnett County Schools; communications with Gwinnett County Clerk's office; instructions to process server	0.3



11/28/2016	Follow up communications with process server confirming service; communication with Mr. Baker re same.		0.1
11/28/2016	MLQ Attorney Services - invoice attached	Out of pocket expense	\$388.50
		Total Hours	1.8
		Hourly Rate	\$75.00
		Total fees	\$135.00
		Total due	\$523.50

HANGLEY
ARONCHICK
SEGAL
& PUDLIN
& SCHILLER

ATTORNEYS AT LAW / A PROFESSIONAL CORPORATION

Steven T. Miano
Direct Dial: 215-496-7025
E-mail: smlano@hangley.com

One Logan Square
27th Floor
Philadelphia, PA 19103-6933
215.568.0300/facsimile

www.hangley.com

PHILADELPHIA, PA

CHERRY HILL, NJ

HARRISBURG, PA

NORRISTOWN, PA

January 19, 2017

U.S. FIRST CLASS MAIL

Encore Technology Group
c/o Rita Bolt Barker
Wyche
44 East Camperdown Way
Greenville, South Carolina 29601


Re: Hangley Aronchick Segal Pudlin & Schiller December, 2016 Invoice

Dear Ms. Barker:

I am enclosing my firm's invoice for services rendered through December 31, 2016. I would appreciate your arranging for a check to be made payable to Hangley Aronchick and sent to the attention of my Accounting Department.

If you have any questions concerning the enclosed invoice, please do not hesitate to contact me.

Sincerely,



Steven T. Miano

STM/cas
Enclosure

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757



100%

HANGLEY
ARONCHICK
SEGAL
& PUDLIN
SCHILLER

ATTORNEYS AT LAW / A PROFESSIONAL CORPORATION

One Logan Square
27th Floor
Philadelphia, PA 19103-6933
215.568.0300/facsimile
www.hangleys.com

PHILADELPHIA, PA
CHERRY HILL, NJ
HARRISBURG, PA
NORRISTOWN, PA

Encore Technology Group
c/o Rita Bolt Barker
Wyche
44 East Camperdown Way
Greenville, SC 29601-3512

January 19, 2017
ID: 54745-001
Invoice # 40078009
Billing Attorney: Steven Miano
Re: Issuance of Subpoena on TSI Touch

Tax Id # 23-2779190

BILLING SUMMARY AS OF December 31, 2016

Services Rendered	1,081.50
Disbursements	504.20
CURRENT BILL	1,585.70
TOTAL BALANCE DUE	1,585.70

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

January 19, 2017

Encore Technology Group
 c/o Rita Bolt Barker
 Wyche
 44 East Camperdown Way
 Greenville, SC 29601-3512

Client: 54745 Encore Technology Group
 Matter: 001 Issuance of Subpoena on TSI Touch
 Invoice # 40078009

Statement of services rendered and costs incurred through December 31, 2016:

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
12/08/16	Dylan Steinberg	Phone call with R. Bolt re: procedural issues.	0.20	68.00
12/08/16	Steven Miano	Analyzed Pittsburgh corporate documents from DEP.	0.20	100.00
12/12/16	Dylan Steinberg	Phone call with R. Barker re: subpoena procedure.	0.30	102.00
12/14/16	Dylan Steinberg	Review South Carolina subpoena and arrange for issuance of Pennsylvania subpoena.	0.30	102.00
12/14/16	Tara Amenhauser	Review local Fayette County rules; telephone call to prothonotary regarding submission of request for foreign subpoena; letter to prothonotary re foreign subpoena and finalize/forward subpoena package.	1.70	314.50
12/19/16	Tara Amenhauser	Receipt and review PA subpoena; draft letter to witness regarding subpoena service.	0.70	129.50
12/20/16	Dylan Steinberg	Arrange for service of Pennsylvania subpoena.	0.40	136.00
12/20/16	Tara Amenhauser	Finalize letter and subpoena package, arrange for service on TSI records custodian.	0.40	74.00
12/21/16	Tara Amenhauser	Follow up on status of subpoena service to TSI; obtain proof of service.	0.30	55.50
Totals:			<u>4.50</u>	<u>1,081.50</u>

<u>Timekeeper</u>	<u>Title</u>	<u>Total</u>
Steven Miano	Shareholder .20 hrs at \$ 500 / hr	100.00
Dylan Steinberg	Shareholder 1.20 hrs at \$ 340 / hr	408.00
Tara Amenhauser	Paralegal 3.10 hrs at \$ 185 / hr	573.50

Encore Technology Group

Invoice No.:
40078009

Client Matter No.: 54745-001

<u>Timekeeper</u>	<u>Title</u>	<u>Total</u>
Total Professional Charges		1,081.50

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Encore Technology Group

Invoice No.:
40078009

Client Matter No.: 54745-001

<u>Costs:</u>	<u>Description</u>	<u>Amount</u>
04	Legal Research	426.51
49	Witness Fees	8.50
85	Messenger/Delivery Service	26.69
90	Other Service Charges	42.50
Total Costs:		<u>504.20</u>
Total Fee Amount:		1,081.50
Total Costs:		<u>504.20</u>
Total Current Bill:		<u>1,585.70</u>

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Invoice Date: 01/19/17

Invoice No.: 40078009

Client Matter No.: 54745-001

Encore Technology Group
c/o Rita Bolt Barker
Wyche
44 East Camperdown Way
Greenville, SC 29601-3512

For Professional Services Rendered Through December 31, 2016:

Services Rendered.....	1,081.50
Disbursements.....	504.20
TOTAL BALANCE DUE.....	<u>577.30</u>

REMITTANCE

THIS INVOICE IS PAYABLE UPON RECEIPT.

PLEASE RETURN THIS COPY WITH YOUR REMITTANCE.

Wire Payments should be forwarded to:

Bank: PNC Bank NA
1600 Market Street
Philadelphia, PA 19103
ABA Number: 031000053
Account Number: 8621832148
Account Name: EASPS IOLTA Account

Checks should be mailed to:

Hangley Aronchick Segal Pudlin & Schiller
One Logan Square
27th Floor
Philadelphia, PA 19103

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916
Tel 804.775.1000
Fax 804.775.1061
www.mcguirewoods.com

Michael H. Brady
Direct: 804.775.4327

McGUIREWOODS

mbrady@mcguirewoods.com
Fax: 804.698.2302

February 8, 2017

Rita Bolt Barker, Esq.
WYCHE, P.A.
44 East Camperdown Way
Greenville, SC 29601-3512

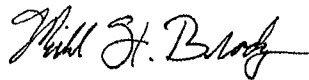
Re: Encore Technology Group, LLC

Dear Rita:

Please find enclosed McGuireWoods' first and final bill for services in this matter. You will note that the amount ran some over our initial estimate. This additional cost resulted from some logistical challenges associated with obtaining issuance of the subpoena and its service on such short notice and around the holidays. Should you have any questions, please do not hesitate to contact me at the information listed above. We appreciate the opportunity to be of service to Encore in this matter and hope to have occasion to assist in this or other matters in the future.

Given that McGuireWoods' role in this matter appears to be concluded, we will close the file and retain a copy for our records. Should you require any of these records, please do not hesitate to contact me. With warm regards, I remain

Very truly yours,



Michael H. Brady

MHB/emmm
Enclosure

86888069_1

Atlanta | Austin | Baltimore | Brussels | Charlotte | Charlottesville | Chicago | Dallas | Houston | Jacksonville | London | Los Angeles - Century City
Los Angeles - Downtown | New York | Norfolk | Pittsburgh | Raleigh | Richmond | San Francisco | Tysons | Washington, D.C. | Wilmington

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

McGUIREWOODS

Michael H. Brady
804 775 4327

Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916

February 7, 2017

REMITTANCE COPY
PLEASE RETURN WITH PAYMENT
DIRECT ACCOUNTING INQUIRIES TO (804) 775-1601 OR (800) 775-2202

INVOICE NO. 91964791

Encore Technology Group, LLC
Rita Bolt Baker, Esq.
Wyche, P.A.
44 East Camperdown Way
Greenville, SC 29601-3512

TAX ID NO. 54-0505857

Re: Domestication of South Carolina Subpoena
Our File No.: 2073287-0001

Balance Forward from Prior Invoices: \$0.00
(IF BALANCE FORWARD PREVIOUSLY PAID, PLEASE DISREGARD)

Current Invoice:
Current Fees: \$2,910.50
Current Disbursements: \$75.00
Current Invoice Total: \$2,985.50

Total Balance Due for this Matter: \$2,985.50

PLEASE REMIT PAYMENT TO THE FOLLOWING ADDRESS:

McGuireWoods LLP
Attn: Accounts Receivable
800 E. Canal Street
Richmond, VA 23219-3916

PAYMENT IN FULL IS DUE UPON PRESENTATION

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

McGUIRE WOODS

Michael H. Brady
804 775 4327

Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916

February 7, 2017

Encore Technology Group, LLC
Rita Bolt Baker, Esq.
Wyche, P.A.
44 East Camperdown Way
Greenville, SC 29601-3512

Bill Through: 01/31/17

INVOICE NO. 91964791

TAX ID NO. 54-0505857

FOR PROFESSIONAL SERVICES RENDERED AND EXPENSES INCURRED:

Re: Domestication of South Carolina Subpoena
Our File No.: 2073287-0001

12/29/16	Conference with M. Brady regarding service of Request for Issuance, follow through Nancy S. von Bargaen	.40
12/29/16	For Encore v. Trask: travel to courthouse to request issuance of Virginia subpoena to a third-party in South Carolina action Eleanor W. Betts	.90
12/30/16	Telephone inquiries regarding registered agent, receipt of service, arrange for issued subpoena to be picked up and served to Corp. Service before closing, service to S.C. counsel Nancy S. von Bargaen	1.40
01/03/17	December 27: Respond to R. Bolt Barker regarding conference call (.1); December 28: research interstate subpoena issues; discuss issuance of foreign subpoena in Virginia with R. Bolt Barker; prepare request for issuance and accompanying materials; circulate to R. Bolt Barker (1.7); December 29: finalize subpoena and attachments; print; execute; prepare to take subpoena request to court; go to court; work with clerk's office on issuance	4.40

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of subpoena; submit materials; return to office; forward filings to R. Bolt Barker (2.2); December 30: Check status of subpoena issuance; review voicemail from clerk's office; request paralegal arrange for retrieval of subpoena; communicate with process server and paralegal regarding service; review served subpoena duces tecum; forward served subpoena and update to R. Bolt Barker (.4)
 Michael H. Brady

- 01/04/17 Review return of service; forward to R. Bolt Barker with update .10
 Michael H. Brady
- 01/04/17 Conference process server regarding out-of-state subpoena, duplicate original .40
 Nancy S. von Bargaen

Timekeeper	Rate/HR	Hours	Fees
Michael H. Brady	\$445.00	4.5	\$2,002.50
Nancy S. von Bargaen	\$335.00	0.4	\$134.00
Nancy S. von Bargaen	\$320.00	1.8	\$576.00
Eleanor W. Betts	\$220.00	0.9	\$198.00
TOTAL FEES		7.6	\$2,910.50

Disbursements and Other Expenses:

01/05/17 SERVED BY CARROLL O NEUNER - 1 local Process Service of Subpoena Inv# McGuire0030 Date: 12/31/2016	\$75.00
TOTAL EXPENSES	\$75.00

Summary of Fees and Expenses:

Total Fees for Matter:	\$2,910.50
Total Expenses for Matter:	\$75.00
Total for this Invoice:	\$2,985.50

ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

LANGDALE VALLOTTON, LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP

1007 NORTH PATTERSON STREET

P. O. BOX 1547

VALDOSTA, GEORGIA 31603

TELEPHONE (229) 244-5400

FACSIMILE (229) 244-0453

JOSEPH E. VALLOTTON
(1945-2006)

WILLIAM P. LANGDALE, JR.
WILLIAM P. LANGDALE, III
ROBERT A. PLUMB, JR.*
J. DANIEL SCHERT
WILLIAM C. NIJEM, JR.
JAMES R. MILLER, IV

*GA, MD & DC
**GA & FL

CHRISTINA L. FOLSOM
JESSICA R. YOUNG**
KATHERINE A. GONOS
JENNIFER CRICK MONROE
AMY P. HOLBROOK

November 17, 2016

IN REPLY PLEASE
REFER TO FILE

161289/K

Via Regular Mail

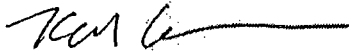
Rita Barker
Wyche, P.A.
44 E. Camperdown Way
Greenville, SC 29601-3512

RE: Encore Technology Group vs. Keon Trask, et.al.

ON ACCOUNT WITH
LANGDALE VALLOTTON, LLP

For Services Rendered:	Issuance and service of a Foreign Subpoena
Attorney fees:	\$250.00
Expenses:	\$10.00
TOTAL DUE:	\$260.00

Thank you.



ELECTRONICALLY FILED - 2017 Nov 15 5:22 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2305757

Aloft Greenville Downtown
 5 North Laurens St
 Greenville, SC 29601
 United States
 Tel: 864-297-6100 Fax: 864-297-6006



Dale Viola

Page Number : 1 Invoice Nbr : 151277
 Guest Number : 111604
 Folio ID : D
 Arrive Date : 25-SEP-17 18:37
 Depart Date : 26-SEP-17 12:11
 No. Of Guest : 1
 Room Number : 611
 Club Account :
 AR Account : 8328 - Encore Technology Group

Tax ID : 46-3966596
 Aloft Greenville DT OCT-04-2017 13:57 MBONASIA

Date	Time	Reference	Description	Charges (USD)	Credits (USD)
25-SEP-17	02:20	RT611	Room Charge	169.00	
25-SEP-17	02:20	RT611	State Tax	10.14	
25-SEP-17	02:20	RT611	Occupancy Tax	6.76	
25-SEP-17	02:20	RT611	Destination Marketing Fee	3.38	
26-SEP-17	01:52	A/R Trans	Transfer to A/R		-189.28
** Total				189.28	-189.28
*** Balance				-0.00	

I agreed to pay all room & incidental charges.

Continued on the next page

Aloft Greenville Downtown
 5 North Laurens St
 Greenville, SC 29601
 United States
 Tel: 864-297-6100 Fax: 864-297-6006



Dale Viola

Page Number : 2 Invoice Nbr : 151277
 Guest Number : 111604
 Folio ID : D
 Arrive Date : 25-SEP-17 18:37
 Depart Date : 26-SEP-17 12:11
 No. Of Guest : 1
 Room Number : 611
 Club Account :
 AR Account : 8328 - Encore Technology Group

As a Starwood Preferred Guest, you could have earned 0 Starpoints for this visit. Please provide your member number or enroll today.

Tell us about your stay. www.aloftgreenvilledowntown.com

EXPENSE SUMMARY REPORT

Currency: USD

Date	Room Rev	Bev & Food	Parking	Other	Total	Payment
09-25-2017	172.38	0.00	0.00	-16.90	189.28	0.00
09-26-2017	0.00	0.00	0.00	-189.28	-189.28	0.00
Total	172.38	0.00	0.00	-172.38	0.00	0.00

1 forum in which to make money. I ask that you
2 render a fair verdict against my clients. At
3 the end of this case, I'm going to come and
4 actually tell you, once the evidence is
5 actually in, what we believe a fair verdict is,
6 based on what's presented to you. I ask that
7 you do what's right by my clients, by a
8 Greenville-based company that's a mom-and-pop's
9 shop that's employing 28 people. That's all. I
10 appreciate y'all's time. I look forward to
11 trying the case in front of you. Again, we'll
12 talk at the end. Thank you.

13 **THE COURT:** Call your first witness,
14 please.

15 **MR. ENGLISH:** We'll call Mr. Todd Newnam.

16 **THE CLERK:** Place your left hand on the
17 Bible and raise your right hand.

18 **TODD NEWNAM**

19 having first been duly sworn, testifies as follows:

20 **THE CLERK:** State your name for the
21 record.

22 **THE WITNESS:** Todd Robert Newnam.

23 **THE CLERK:** Thank you. Please be seated.

24 **DIRECT EXAMINATION**

25 **BY MR. ENGLISH:**

1 **Q** Good afternoon, Mr. Newnam. Would you tell
2 the jury your full name.

3 **A** Todd Robert Newnam.

4 **Q** How old are you, Mr. Newnam?

5 **A** I'm 46.

6 **Q** Are you married?

7 **A** I am, yes.

8 **Q** To whom?

9 **A** Angela Newnam, my wife in the back.

10 **Q** Y'all have any children?

11 **A** We do. We have a daughter who is 17, a
12 daughter who is 15, and a son who is 12.

13 **Q** Are you looking at colleges for the
14 17-year-old?

15 **A** Actively. Yeah, she's a senior.

16 **Q** Are you active in any civic groups or
17 organizations?

18 **A** I am in a number of them, but my primary
19 one that I'm involved in is the Boys Scouts of
20 America. I was an Eagle Scout, growing up. I started
21 a Cub Scout pack for my son. Today, I'm an active
22 scoutmaster in that group.

23 I'm on the board of the Western North
24 Carolina Council. This summer, I led 40 boys from
25 Western North Carolina to Greenville up to the

1 National Jamboree in West Virginia. So I'm very
2 active.

3 Q Now, Mr. Newnam, where were you born?

4 A I was born in Falls Church, Virginia.

5 Q Where did you go to college?

6 A Davidson College, which is right outside
7 of Charlotte.

8 Q And then did you go to business school
9 after that?

10 A I did. I went to Harter Business School.

11 Q And what did you do after that?

12 A I went to work in Charlotte, North
13 Carolina, for an investment banking group that did
14 mergers and acquisitions and advisory work.

15 Q And how long did you do that?

16 A I was there for four years.

17 Q Explain to the jury what sort of work you
18 did for the investment banking firm.

19 A Sure. Principally, I was a southside agent
20 for private equity firms and companies that wanted to
21 sell businesses. My job was to go in and understand
22 the companies, what their strategies were, what their
23 opportunities were, what the risks were, what their
24 financial performance was; and then help craft that
25 into a marketing document and approach potential

1 buyers; and then sell those companies to those
2 buyers.

3 Q What did you do after that?

4 A After that, I actually left and went to
5 one of our firms called The Carlyle Group. And I
6 stepped from being a southside agent to a principal.
7 My job there was to do -- similarly, to find
8 companies for us to buy for our investors. We raised
9 money from pension funds and large entities. Our job
10 was to find companies, buy them, sit on the board for
11 5 or 10 years, and then divest them and try to make
12 money for our investors. In the course of that, I
13 would do due diligence, financial and legal and
14 otherwise, and lead teams that did those kinds of
15 work.

16 Q Is that what we call a private equity
17 firm?

18 A Yes, private equity firm.

19 Q And how long did you do that?

20 A I was there a little over 11 years.

21 Q In your work, was it your job to value
22 businesses?

23 A Yes.

24 Q After you left The Carlyle Group, what did
25 you do?

1 **A** After leaving there, my wife and I decided
2 we wanted to move to Western North Carolina and I
3 endeavored to buy a small company to run on my own.
4 My parents had been -- my dad was a small contractor.
5 He and my mom had started a company, and run it. I
6 always had the American dream of owning my own small
7 business to run.

8 **Q** Now let's talk about Encore Technology.
9 First, explain to the jury what CSI was.

10 **A** CSI was a small, publicly traded company
11 in Easley, South Carolina. It had, essentially, two
12 parts to it. One was accounting software for schools,
13 essentially, QuickBooks. Then it had this reseller
14 technology division, what you're hearing about today.

15 **Q** And what happened to CSI?

16 **A** CSI was acquired by a company called
17 Harris Corporation and they only wanted the software
18 component of the business. And they wanted to either
19 shut down or sell off the technology reselling
20 division.

21 **Q** And so what was Encore formed to do?

22 **A** Encore was formed to buy the assets and
23 hire the employees and take on the customers and
24 supplier of arrangements of the CSI technology
25 division.

1 **Q** And who originally formed Encore?

2 **A** That would -- Mr. Trask -- Keone started
3 Encore, formed the shell corporation -- it wasn't
4 anything other than a piece of paper -- with the
5 intent of trying to buy the assets of CSI.

6 **Q** So who did you talk to about acquiring
7 Encore and the assets of CSI?

8 **A** So I -- in the course of my looking at
9 dozens of businesses in the area and trying to find
10 something to buy, I eventually was introduced,
11 through a contact of Keone, to a gentleman named
12 Chris Powell and to a gentleman named Michael Knight.
13 We had lunch one Saturday in Spartanburg. The three
14 of them gave me the pitch for saving the jobs and the
15 opportunity for the company and how they could grow
16 it and manage it effectively to make it a profitable,
17 interesting business.

18 **Q** And what did Mr. Trask tell you?

19 **A** Mr. Trask told me it would be a great
20 investment opportunity and that I should come down
21 and meet the people and do the diligence, and should
22 acquire the company.

23 **Q** At that time, did Mr. Trask disclose to
24 you that he had another business named Clear Touch?

25 **A** He did not.

1 **Q** Did he disclose to you that Clear Touch
2 would compete against Encore for profits?

3 **A** He did not disclose that.

4 **Q** Based upon what you were told, what did
5 you end up doing?

6 **A** Based on what I told -- what I was told
7 and then doing some diligence and getting another
8 team, I decided to make the investment, so I acquired
9 Encore -- Encore and the assets from CSI to form the
10 business that it is today.

11 **Q** And when was that?

12 **A** That was in February of 2013.

13 **Q** Let me refer you in the exhibit book to
14 what we've marked as Plaintiff's Exhibit Number 1,
15 and this is already in evidence. We'll put it up on
16 the screen. Let me refer you to Section 2. Can you
17 read that first sentence? And tell me, who is the
18 "Executive" in this agreement?

19 **A** The "Executive" is Keone Trask.

20 **Q** And who is the "Company"?

21 **A** The "Company" is Encore Technology Group,
22 LLC.

23 **Q** Okay. So can you read the sentence?

24 **A** Sure. Under Number 2, "Duties. The
25 Executive will serve as the chief business

1 development officer of the Company and shall have
2 such duties of an executive nature as the Manager of
3 the Company, the 'Manager,' shall reasonably
4 determine from time to time. The Executive will
5 report to the Manager."

6 Q Who was the "Manager"?

7 A Me. I'm the Manager.

8 Q What were Mr. Trask's duties as Chief
9 business development officer of Encore?

10 A He had three or four main duties. One, he
11 was responsible, at the time, for all of our sales
12 and marketing force. Number two, he was responsible
13 for building out our marketing brand for Encore.
14 Number three, he was responsible for setting our
15 trade show plans and cadences. And four, he had
16 responsibility for the technology, what we call the
17 Classroom Technology Group, which is the part of our
18 business that does things that the kids see and
19 touch. So it would be, principally, the visual
20 systems that are out there, but it takes the form of
21 projectors and touchscreen panels and a variety of
22 other products. He had responsibility for those.

23 Q Was it his responsibility to find a
24 supplier for touchscreen panels?

25 A Yes, that was his responsibility.

1 **Q** Now, let me refer you down to page -- to
2 Section 3. Let's get all three of (a), (b), and (c).
3 What was the -- under 3(a), how much did you pay
4 Mr. Trask as a base salary?

5 **A** \$175,000, which was an increase from his
6 previous base.

7 **Q** In addition to that, did you also pay him
8 a bonus when he joined Encore?

9 **A** I did. I paid him a \$25,000 bonus.

10 **Q** And then what sort of benefits did
11 Mr. Trask receive?

12 **A** He had large stipend and expense account.
13 Then he also had health insurance, which we provide
14 some other dental and vision and 401K and other kinds
15 of benefits like that.

16 **Q** And when, what sort of expenses did
17 Mr. Trask get reimbursed?

18 **A** We reimbursed him for travel expenses,
19 monies he would spend to go to trade shows, travel
20 and hotel rooms, meals and entertainment things when
21 he was out, supposedly, marketing Encore and current
22 business expenses.

23 **Q** Who, at Encore, was in charge of signing
24 up Encore for trade secrets?

25 **A** Mr. Trask. That was his principal

1 responsibility.

2 **Q** Now, let me refer you to -- before we do
3 that, why did you pay Mr. Trask so much?

4 **A** I paid -- he was one of my three most
5 senior executives and had been in the industry a long
6 time and was one of the company leaders; and I
7 thought he was a very strong sales and marketing
8 executive. I also here -- it's not in here. But when
9 I bought Encore, I did offer up for Mr. Trask and
10 others to invest with me. They all decided not to do
11 it and said they didn't have any money to do it.

12 **Q** Now Mr. Newnam, let me -- let's discuss
13 this reseller agreement. Let me refer you to what
14 we've marked as Plaintiff's Exhibit 3, which is in
15 evidence. Who is this reseller agreement between?

16 **A** This is an agreement between Clear Touch
17 Interactive and Encore Technology Group.

18 **Q** Above that, the date too. What's the date
19 of this agreement?

20 **A** April 24th of 2013. It's about six or
21 seven weeks after I bought the company.

22 **Q** All right. And if you will look down now,
23 in Section 1.1, Appointment, can you read that
24 sentence? First, tell us who the "Company" is in this
25 agreement?

1 **A** So in this agreement, the Company is Clear
2 Touch.

3 **Q** Who is the "Reseller"?

4 **A** The Reseller is Encore.

5 **Q** So read this sentence please.

6 **A** It says, "The Company appoints Reseller
7 and Reseller accepts appointment as an exclusive
8 reseller to market, sell, lease and install Company
9 products within the Territory stated in Exhibit A to
10 consumers."

11 **Q** Now let's look at "the Territory stated in
12 Exhibit A" on Page 14. Was this supposed to be
13 Encore's exclusive territory?

14 **A** Yes.

15 **Q** And these are seven southeast states; is
16 that right?

17 **A** Yes.

18 **Q** Now, whose job was it to negotiate this
19 agreement for Encore?

20 **A** This was Mr. Trask -- this is Mr. Trask's
21 responsibility to negotiate this agreement for us.

22 **Q** Now look on Page 13. Under Company, who
23 signed for the company?

24 **A** Kathy Cruse signed for the company.

25 **Q** At the time, did you know who Ms. Kathy

1 Cruse was?

2 **A** I did not.

3 **Q** Do you know now?

4 **A** I do now.

5 **Q** Who is she?

6 **A** This is Keone's mother.

7 **Q** All right. Let me refer you to what we
8 marked as Plaintiff's Exhibit Number 4. Is this an
9 e-mail that Encore received from Clear Touch?

10 **A** Yes.

11 **Q** What's the date? When did Encore receive
12 this?

13 **A** It says January 15th of 2014.

14 **MR. ENGLISH:** Your Honor, we'd ask that
15 Plaintiff's Exhibit Number 4 be admitted into
16 evidence.

17 **THE COURT:** Any objection?

18 **MR. SMITH:** Yes, Your Honor, we --

19 **THE COURT:** Just one second.

20 Mr. Foreman, would you take the jury to the
21 jury room please.

22 (Jury exits at approximately 2:44 p.m.)

23 **THE COURT:** All right. What's the basis of
24 your objection?

25 **MR. SMITH:** Yes, Your Honor. We -- and I'd

1 point you to, I think, Plaintiff's Exhibit 83.
2 We stipulated to certain facts and admitted
3 liability. One of the facts we stipulated to is
4 that Ms. Trask used an alias named Andrews to
5 communicate with Encore from a Clear Touch
6 address. There's a series of -- there's a lot of
7 these type e-mails in here. The same with --
8 Kathy Cruse and Amy Andrews, it's the same deal.
9 We think it's simply duplicative of a fact we've
10 admitted and it's only being admitted to inflame
11 the passion of the jury and it's duplicative.

12 **THE COURT:** They are seeking punitive
13 damages, aren't they?

14 **MR. SMITH:** They are.

15 **THE COURT:** I'm going to overrule your
16 objection. All right. Anything further?

17 **MR. SMITH:** No, Your Honor. Thank you.

18 **THE COURT:** All right. Would you bring the
19 jury back in, please?

20 **MR. SMITH:** Your Honor, before the jury
21 comes back in, instead of objecting every single
22 time these type e-mails come up, for the purpose
23 of the record, I just want to say we do object.
24 I understand the Court's ruling, but we do
25 object to the series of e-mails of Amy Andrews

1 and Kathy Cruse.

2 **THE COURT:** Absolutely. It's a standing
3 objection. Any e-mail from Ms. Andrews or
4 Ms. Cruse, correct?

5 **MR. SMITH:** From and to, yes, Your Honor,
6 that's correct.

7 **THE COURT:** All right.

8 **MR. SMITH:** So I don't have to object
9 every time, I appreciate that.

10 **THE COURT:** Very good.

11 (Jury enters at approximately 2:47 p.m.)

12 **MR. ENGLISH:** Thank you, Judge. We'd move
13 Plaintiff's Exhibit Number 4 into evidence.

14 **THE COURT:** It's admitted.

15 (Plaintiff's Exhibit 4 is admitted into the
16 record.)

17 **BY MR. ENGLISH:**

18 **Q** Let's enlarge this. Mr. Newnam, can you
19 read the text of this e-mail?

20 **A** Yes.

21 "Pam and Krissy,

22 "Hello. I just wanted to take a moment to
23 introduce myself. My name is Amy Andrews and I am new
24 with Clear Touch Interactive, working with Kathy
25 Cruse. Going forward, I will be the one handling

1 purchase orders and invoicing and am here to help
2 manage any questions or issues that may arise. I look
3 forward to working with you.

4 "Amy Andrews, Clear Touch Interactive."

5 Q Did you know at the time who Amy Andrews
6 was?

7 A I did not.

8 Q Do you know now?

9 A I do.

10 Q Who is she?

11 A This is actually Tamara Trask, Keone's
12 wife.

13 Q Mr. Newnam, did there come a time when you
14 questioned Clear Touch's supplying these interactive
15 panels?

16 A Yes.

17 Q When was that?

18 A In the -- in the March -- time frame of
19 January 14. We were having a lot of issues getting
20 supply. We were being asked to make some large
21 prepayments. I was going to -- had some concerns with
22 Clear Touch. I wanted to find out what other options
23 there would be to buy these panels from.

24 Q And who did you ask to look into these
25 other options for panels?

1 **A** I asked Keone to tell me what other
2 options were out there and to help me understand the
3 pros and cons of the offer.

4 **Q** Now, you heard statements earlier that
5 Mr. Trask wanted to leave in January, but you --
6 Encore asked him to stay into April. Did you ever ask
7 Mr. Trask to stay?

8 **A** Never. Nor did any of my other senior
9 managers, Michael, David, Russell. That is not a true
10 thing.

11 **Q** Let me show you what we marked as
12 Plaintiff's Exhibit Number 5. This is already in
13 evidence. What is this document?

14 **A** This is a document that Keone prepared
15 with Leo Gallant. Leo Gallant e-mailed it and worked
16 -- Keone and Leo worked on this agreement -- on this
17 list together. This is, essentially, the answer that
18 I was trying to ask of where else can we get this
19 product from. Here, each of the columns are some of
20 the providers. The two legacy, very large providers
21 were Promethean and SMART. QOMO and Sharp -- everyone
22 knows Sharp, like Sharp TVs -- and BenQ and then
23 Clear Touch on the left. When you read all the inputs
24 here, plus the communications associated with this
25 document, plus all the verbal communications, Keone,

1 basically, was re-recommending himself.

2 What is noticeably absent from this
3 analysis is the actual suppliers of this product,
4 which were TSItouch and CVTE. At the bottom, you will
5 see, for the estimated cost to the customers, they
6 say not only do we have the best performing product,
7 we have the cheapest offering. And what I will tell
8 you is, what he did not highlight for me is that I
9 could have bought this directly from those other two
10 suppliers for much cheaper.

11 **Q** Is there any reason why Encore could not
12 have purchased directly from TSItouch or CVTE?

13 **A** Absolutely not. We, 100 percent,
14 absolutely, could have bought directly from them. We
15 have e-mails between he and TSItouch, where all he
16 did was say, "Please put the Clear Touch label on
17 there."

18 **MR. SMITH:** Objection, Your Honor, to him
19 testifying to things that aren't in evidence
20 yet.

21 **THE COURT:** I sustain that objection.

22 **THE WITNESS:** There is nothing that would
23 have prevented us from buying directly from the
24 suppliers. We did not need Clear Touch.

25 **BY MR. ENGLISH:**

1 **Q** Now let's talk about the severance
2 agreement you entered when Mr. Trask did leave. Let
3 me refer you to what we marked as Plaintiff's Exhibit
4 Number 6. What's the date of this severance
5 agreement?

6 **A** This is April 25th of 2014.

7 **Q** Is this when Encore asked Mr. Trask to
8 leave?

9 **A** Yes.

10 **Q** Why did Encore ask Mr. Trask to leave in
11 April of 2014?

12 **A** I asked Mr. Trask to leave because for the
13 previous year, I couldn't really figure out what he
14 was working on or what he was doing other than
15 promoting Clear Touch. The value to me was not
16 justified in paying him what I was paying him to do.
17 When I asked him to take on other projects and do
18 things, he essentially didn't do them. So I made the
19 decision to terminate him.

20 **Q** Now if you'll look in Section 2, under the
21 Severance Benefits, how much in severance did Encore
22 pay to Mr. Trask?

23 **A** We paid him \$6,730.77, which was two weeks
24 pay.

25 **Q** And then looking down in Section 2(B), how

1 much did you pay Mr. Trask at the end for accrued but
2 unused paid time off?

3 **A** In Section A, it's --

4 **Q** Section A, yeah, 2(A).

5 **A** -- yeah, another \$13,124.98.

6 **Q** Now let me refer you to Page 5 of this
7 agreement in Section 9, at the top. Would you read
8 this section to the jury?

9 **A** Yes. "Nothing in this Agreement shall
10 void, abrogate or lessen any otherwise existing
11 obligation of the Employee to the Company to keep
12 confidential any trade secret or confidential
13 information belonging to the Company or refrain from
14 any competition from the Company or solicitation of
15 the Company's employees or customers, including but
16 not limited to the obligations contained in statutory
17 or common law, or those contained in the employee's
18 Non-Disclosure and Non-Solicitation Agreement or
19 referenced in other written agreements with the
20 Company."

21 **Q** All right. That reference to the
22 employee's Non-Disclosure and Non-Solicitation
23 Agreement, is that agreement what we marked as
24 Plaintiff's Exhibit Number 2?

25 **A** It is. And that provision says that it

1 still is in force.

2 Q And based on the severance agreement, how
3 long was the non-competition provision in force?

4 A It was for one year from the date of him
5 leaving Encore.

6 Q So that would have gone until when?

7 A Until April 25th of 2015.

8 Q Now let's look at that
9 Non-Disclosure/Non-Solicitation Agreement. First,
10 let's look at the company data and trade secret
11 paragraph. Let's go down through that little "ii."

12 A Yes.

13 Q I think we're going to have to go down a
14 little bit before where we've got it. Yeah, right
15 there.

16 Can you read to jury, under "ii," what the
17 trade secret and company data include?

18 A It would include "sales and customer data,
19 whether or not reduced to writing, including but not
20 limited to customer lists, customer preferences,
21 customer requirements, customer contracts, customer
22 contacts, pricing information, concessions and prior
23 bid."

24 Q Did Encore entrust that sort of sales and
25 customer data to Mr. Trask?

1 **A** Absolutely.

2 **Q** Who was the customer that's at issue in
3 this case that Encore entrusted to Mr. Trask?

4 **A** The customer at issue is Leon County
5 Schools out of Tallahassee, Florida.

6 **Q** All right. Now. Let's go down to the next
7 paragraph of this, the confidentiality paragraph. Let
8 me ask you to read the first two sentences of that.

9 **A** Sure. "Except as may be necessary to
10 perform Employee's duties for the Company, Employee
11 shall hold Trade Secrets in confidence and shall not
12 use, misappropriate, or divulge to any third party at
13 any time Trade Secrets of the Company, during or
14 after the employment with the Company ends. For
15 Company Data that is not considered a Trade Secret,
16 Employer agrees to hold Company Data in confidence
17 and shall not use, misappropriate or divulge Company
18 Data to any Person at any time during the course of
19 the Employee's employment with the Company, or its
20 predecessors -- meaning, CSI -- and for a period of
21 five years after the employment ends with the
22 Company."

23 **Q** Did Encore have trade secret and
24 confidential information about Leon County Schools?

25 **A** Absolutely. We had already sold them about

1 15 panels. We had knowledge of how they were planning
2 on rolling out and continuing to buy more and deploy
3 those panels in the field.

4 Q And what panels did Encore learn that Leon
5 County was planning to buy?

6 A They were planning to buy TS -- Clear
7 Touch panels from us.

8 Q And was that information learned while
9 Mr. Trask was an employee of Encore?

10 A Absolutely.

11 Q Does Encore claim that Mr. Trask breached
12 this confidentiality provision of the agreement?

13 A He -- yes.

14 Q How?

15 A He used the information that he had to
16 market directly to Leon County Schools.

17 Q What information about Leon County did he
18 use to market directly to them?

19 A He knew what they were willing to pay for
20 the panels. He knew what their plan was in terms of
21 roll out. He knew what their -- what their interest
22 was in the product.

23 Q All right. Now let's turn to the second
24 page of this agreement. Let's pick up the
25 Non-Solicitation of Customer through (b).

1 **A** Would you like me to read it?

2 **Q** Yes.

3 **A** "Employee covenants and agrees that during
4 the period of Employee's employment with the Company,
5 and for a period of one year thereafter, the
6 Restricted Period, Employee will not, for Employee or
7 on behalf of any person, directly or indirectly,
8 solicit, influence, contact, sell to, service, or
9 deal with, collectively Solicit, any Customer, as
10 defined below, of the Company or provide information
11 or assistance to any third party that would enable or
12 help such third party to Solicit a Customer of the
13 Company for the purposes of:

14 "A, providing services or products to such
15 Customer that are in the same as or competitive with
16 the services or products that are provided to such
17 Customer in competition, directly or indirectly, with
18 the Company."

19 **Q** And B?

20 **A** And B is "diverting or attempt to divert
21 from the Company the business of the Customer of the
22 Company, including but not limited to any actions
23 that cause such Customer to reduce the level or
24 amount of services provided by Company to such
25 Customer."

1 **Q** And does Encore claim that Mr. Trask
2 breached this provision of the non-solicitation
3 section of his contract?

4 **A** Absolutely. This provision is designed
5 that when you're paying someone and they're working
6 for you, for them not to be able to step out the door
7 the next day, after you've invested time and money
8 and resources to get these customers, for them to be
9 able to solicit and take them to competition with
10 you.

11 **Q** And what's the period that this lasted?

12 **A** This would have gone from April 2014 to
13 April of 2015, one year after he was terminated.

14 **Q** And was Encore selling to Leon County
15 Schools before -- while Mr. Trask was at Encore?

16 **A** Yes, they were an Encore customer.

17 **Q** What happened after Mr. Trask left?

18 **A** After Mr. Trask left, he said negative
19 things about Encore to the customer in an effort to
20 induce them to purchase directly from him. Then he
21 sold directly to the customer.

22 **Q** After Mr. Trask left, did Leon County
23 continue to purchase panels from Encore?

24 **A** No. Well, I think they bought a few for
25 the first month or so after Keone left, but then all

1 of their big orders came after.

2 Q Now let's look at the next section, the
3 Non-Piracy of Employees and let's pick up through A,
4 just A of that section.

5 A Sure.

6 Q Can you read through A of that section?

7 A Yes. "Employee covenants and agrees that
8 during the period -- the Restricted Period, which is
9 the one year after he leaves, Employee will not, for
10 Employee or on behalf of any person, directly or
11 indirectly:

12 "A, consult, attempt to hire, or encourage
13 any present employee of the Company to end his or her
14 employment with the Company to accept employment with
15 any third party that competes, directly or
16 indirectly, with the Company."

17 Q Now, are you claiming that Mr. Trask
18 breached this provision concerning Mr. Higginbotham?

19 A I am not claiming that he breached this
20 provision with Jimmy Higginbotham.

21 Q Are you claiming that Mr. Trask did breach
22 this?

23 A Mr. Trask breached this, yes, with
24 Mr. Gallant.

25 Q Okay. Let me show you what we've marked as

1 Plaintiff's Exhibit Number 13. This is in evidence.

2 What is this document?

3 **A** This is a letter from Keone Trask, who at
4 the time has got the title Director of Business
5 Development at Clear Touch, to Mr. Gallant in
6 December of 2014, approximately eight months after he
7 left me, offering Leo Gallant employment with Clear
8 Touch Interactive.

9 **Q** And was this during the one-year period?

10 **A** Yes.

11 **Q** And does Encore claim that this is a
12 breach of that non-piracy provision?

13 **A** Yes.

14 **Q** All right. Now let's look at the last
15 section we're going to look at of the contract, back
16 on Plaintiff's Exhibit Number 2. Exhibit 2, Page 2 in
17 the "Business Opportunity" section. Can you read that
18 section to the jury?

19 **A** Yes. "During the term of this agreement,
20 if Employee becomes aware of any project, investment,
21 venture, business or other opportunity -- any of the
22 preceding, collectively referred to as a, quote,
23 Opportunity -- that is similar to, competitive with,
24 related to, or in the same field as the Company, or
25 any project, investment, venture, or business of the

1 Company, then Employee shall notify the Company
2 immediately of such Opportunity and shall use
3 Employee's good-faith efforts to cause Company to
4 have the opportunity to explore, invest in,
5 participate in, or otherwise become affiliated with
6 such Opportunity."

7 Q What was the intent behind this provision?

8 A The intent of this provision is that if
9 you're out working for the company, you come across
10 opportunities that are interesting to the company,
11 you're supposed to do two things: Immediately notify
12 the company about it; and two, use your good faith
13 effort to work for the company for it to secure the
14 best deal for itself.

15 Q Does Encore claim that Mr. Trask breached
16 this provision of his contract?

17 A Yes.

18 Q Why?

19 A He breached this in two fundamental ways:
20 First, he knew we had the opportunity to buy these
21 products directly from TSitouch and CVTE. And he not
22 only didn't tell us about it, he inserted himself in
23 between and purchased and marked the products up
24 making three to four times the amount of money that
25 we made --

1 **MR. SMITH:** Objection, Your Honor.

2 Getting into facts that aren't in evidence about
3 the amount of money he made.

4 **THE COURT:** All right.

5 **THE WITNESS:** Then, the second thing that
6 he didn't do is Keone knew, by virtue of what
7 was out there, that he had the opportunity to
8 not only sell these products directly to our
9 customers, but that he wanted to build a
10 reseller network, i.e., he wanted to sign up
11 more resellers, like Encore. He did not tell us
12 about that business opportunity. Either one,
13 buying directly or, two, that we could have
14 built a broader business beyond just what we
15 have today.

16 **BY MR. ENGLISH:**

17 **Q** If Mr. Trask had disclosed that
18 opportunity to build the reseller network, would
19 Encore have pursued it?

20 **A** Absolutely. In fact, in the course of --
21 in the course of Keone's development of Clear Touch,
22 he did that exactly with two other resellers just
23 like me. He not only sold through them, but he also
24 started distribution arms with them because he didn't
25 have the ability to finance the business, and I could

1 have done all of that at Encore. If I had known what
2 he knew and he had told me, this is what we would
3 have done.

4 **Q** Did Mr. Trask have these opportunities
5 before he became employed by Encore?

6 **A** Mr. Trask learned a lot while he was
7 employed by Encore. He learned all about the
8 products. The demo unit wasn't even delivered to him
9 until April of 2013, after it was employed by me. We
10 paid for the demo unit.

11 **Q** And where was the demo unit shipped?

12 **A** The demo unit was shipped to Easley, South
13 Carolina, where we were before we moved our
14 headquarters here to Greenville.

15 **Q** And who analyzed the prototype or demo
16 unit?

17 **A** Principally, Keone brought it in. Leo was
18 our main tester and measurer of the product. Then
19 Michael Knight did come take a look at it and ask
20 Keone where we got it. He said, oh, this is the Clear
21 Touch product that we should sell.

22 **Q** Were all those people Encore employees?

23 **A** They were all Encore employees, yes.

24 **Q** And what about the reseller opportunity?

25 **A** The reseller opportunity, Mr. Trask

1 learned of while he was with us as well. In January
2 of 2014, I had very specific evidence and the
3 gentleman who will testify that he met with Keone
4 while we were paying for a trade show in Texas, that
5 he came to tell him about wanting to use Encore to
6 build out Clear Touch and then sign up additional
7 resellers and build a business that he wanted to take
8 advantage of himself.

9 **Q** So for all these reasons, are you claiming
10 or is Encore claiming that Mr. Trask breached the
11 Non-Disclosure and Non-Solicitation Agreement we have
12 marked as Exhibit 2?

13 **A** Yes.

14 **Q** Now, does Encore claim that Mr. Trask's
15 breaches of this contract were accompanied by
16 fraudulent acts?

17 **A** Yes.

18 **Q** What?

19 **A** There were a number of fraudulent acts. It
20 was a quite a broad and deep, deceptive scheme on
21 Keone's part. First of all, he put the names of the
22 LLC in his mother's maiden name to hide that fact.
23 Number two, he took the labels off of, essentially,
24 the TSItouch product and put the Clear Touch label on
25 it, so we wouldn't know who were the real suppliers.

1 Three, he used fake e-mail addresses: Amy Andrews; I
2 think he used Kathy Cruse when he was communicating
3 with himself at Encore.

4 Then, he also used titles to try to make it
5 look like when he moved over to Clear Touch the first
6 time -- when he first joined the company, he used the
7 title chief business development officer in an effort
8 to hide from us that he was the sole employee at the
9 time. After he left, he had his wife continue to
10 e-mail us under the name of Amy Andrews, asking for
11 Keone's information, in an effort to make it look
12 like she didn't know that he left the company, even
13 though it was his wife and she knew.

14 Then he had us mail payments to Nevada. He
15 had those payments -- all that was really in Nevada
16 was a PO box. And we would mail checks to them, and
17 they would basically forward them back to their home
18 here in South Carolina while he was taking the margin
19 from us and we were paying for the product.

20 **Q** Now let me refer you to what we have
21 marked as Plaintiff's Exhibit 15. This is already in
22 evidence. What is this?

23 **A** This is a non-disclosure agreement that
24 Keone executed with Jimmy Higginbotham, three days
25 after he left Encore.

1 **Q** So what day did Mr. Trask leave Encore?

2 **A** He left Encore April 25 of 2014.

3 **Q** And was Mr. Higginbotham an employee of
4 Encore at the time?

5 **A** Yes.

6 **Q** Did you know that Clear Touch was entering
7 a non-disclosure agreement with your employee three
8 days after Mr. Trask left?

9 **A** No. I also didn't know that Mr. Trask
10 tried to have other customers -- he had TSItouch
11 enter a non-disclosure agreement so they wouldn't
12 talk to us. He also had other valued resellers enter
13 non-disclosure agreements prior to his departure at
14 Encore.

15 **Q** Does Encore believe those constitute
16 fraudulent acts?

17 **A** I believe those constitute fraudulent
18 acts, as well. He was trying to hide what he was
19 doing the whole time.

20 **Q** Let me show you what we've marked as
21 Plaintiff's Exhibit 32. Is this the non-disclosure
22 agreement that Mr. Trask signed with Leo Gallant on
23 April 25th, 2014?

24 **A** Yes. This was the day that Keone left
25 Encore and, that night, Leo Gallant -- had him sign

1 this non-disclosure agreement and then told him all
2 about Clear Touch, that he owned it and has plans for
3 it, the day he left.

4 **Q** Does Encore also consider this a
5 fraudulent act?

6 **A** This is absolutely a fraudulent act.

7 **Q** If we could look at the last page of this
8 exhibit, the signatures, on April 14, 2014, the day
9 you let Mr. Trask go, did you know that he and his
10 wife were directors of Clear Touch Interactive, Inc.?

11 **A** I did not.

12 **Q** Did you know that they were getting your
13 employee to sign a non-disclosure agreement with
14 them?

15 **A** I did not.

16 **Q** What about Mr. Trask's e-mails? Does
17 Encore claim fraudulent acts in connection with
18 those?

19 **A** Yes, in three ways. First, Mr. Keone
20 personally deleted a lot of e-mails from Encore
21 before he left --

22 **MR. SMITH:** Objection, there's no
23 evidence of that.

24 **THE WITNESS:** Yes, there is.

25 **THE COURT:** No, sir. Do not respond.

1 **THE WITNESS:** Sorry.

2 **THE COURT:** Will you take your jury back
3 to the jury room, please, sir?

4 (Jury exits at approximately 3:11 p.m.)

5 **THE COURT:** Let's see, assuming facts not
6 in evidence, I don't think that's necessarily
7 appropriate, but I don't think you laid a
8 foundation sufficient for him to testify.

9 (Pause.)

10 You'll get it back at the end of the day.

11 Anyway, he's testifying that the defendant
12 deleted e-mails, etc., etc. Your objection was
13 facts not in evidence?

14 **MR. SMITH:** And lack of foundation.

15 **THE COURT:** Foundation, you're going to
16 have to establish. Overruled, on facts not in
17 evidence. As to foundation, I sustain it. So
18 you're going to have to have further testimony.

19 I didn't mean to fuss at you.

20 **THE WITNESS:** I apologize.

21 **THE COURT:** You can't speak back.

22 **THE WITNESS:** I understand.

23 **THE COURT:** All right. You ready to go?

24 **MR. ENGLISH:** Yes, Your Honor.

25 **THE COURT:** Okay. You can bring the jury

1 back in.

2 (Jury enters at approximately 3:17 p.m.)

3 **THE COURT:** Please be seated.

4 Mr. English?

5 **MR. ENGLISH:** Thank you, Your Honor.

6 **BY MR. ENGLISH:**

7 **Q** Mr. Newnam, with regard to the omission of
8 the suppliers, TSItouch and CVTE from that list of
9 suppliers on Plaintiff's Exhibit 5, does Encore claim
10 that that is a fraudulent act?

11 **A** Yes, Mr. Keone did not take the
12 opportunity to tell me then that they were the
13 suppliers of the product and I could have bought from
14 them.

15 **Q** Does Encore claim that the defendants
16 engaged in unfair or deceptive acts or practices?

17 **A** Yes.

18 **Q** Okay. What?

19 **A** First, he used all the fake e-mails that
20 he used to communicate with us. He had put the LLC in
21 his mother's maiden name, in an effort to deceive us.
22 They also had to send the payments to Nevada, as I
23 said before. That got forwarded back to their South
24 Carolina address, and they used a number of different
25 titles to hide their involvement.

1 **Q** What about the labels?

2 **A** The labels, they asked TSItouch,
3 specifically, don't include any TSItouch labels on
4 the products; replace it with our Clear Touch stuff
5 on shipping product -- on the shipping labels, on the
6 shipping packaging, as well as on the devices
7 themselves. It was essentially just a -- heat-shrunk
8 logo.

9 **Q** And then how many sales of panels did
10 Clear Touch make to Encore?

11 **A** Several million dollars-plus.

12 **Q** And how did this affect Encore?

13 **A** In a number of ways. First of all, you're
14 asking -- versus us buying directly?

15 **Q** Yes.

16 **A** Yes. So essentially, when we sold a panel,
17 we made anywhere from maybe \$250 to \$450 per panel,
18 generally. Keone was making \$1500 a panel.

19 **Q** How did this affect -- the fact that
20 Encore was buying through Clear Touch instead of
21 directly -- directly from the suppliers, how did this
22 affect the public?

23 **A** In addition to us not making much margin
24 on the products and bearing all the sales expenses,
25 how it hurt the public is it reduced our ability to

1 potentially give lower pricing for the schools.
2 Because we had to make some margin and we were given
3 the product price by Keone, it limited our ability to
4 reduce the -- reduce the price to the schools. And
5 secondly, by having him there, it certainly reduced
6 our ability to time the market. Keone didn't have the
7 money to finance the business. I was basically paying
8 for it, and had substantially more resources at
9 Encore to facilitate those purchases quicker.

10 **Q** What does that mean: it affected Encore's
11 ability to time to market?

12 **A** So one of the things you can do is, as a
13 supplier, you can purchase inventory in advance of
14 when you think you're going to get sales. Keone
15 didn't have the money to do that in his role in the
16 supply chain. He should have been buying inventory to
17 sell it to get it to the schools faster.

18 **Q** So if Encore were buying direct, would
19 Encore have been able to supply the schools with
20 panels faster?

21 **A** Yes.

22 **MR. SMITH:** Object to the leading.

23 **THE COURT:** Rephrase it please.

24 **BY MR. ENGLISH:**

25 **Q** If Encore had been able to buy directly

1 from the suppliers, how would that have affected the
2 speed of delivery at which Encore would have been
3 able to deliver panels?

4 **A** It would have been back in -- first, it
5 would have sped up the panel delivery because we
6 could have ordered for them and paid from them faster
7 than Keone could do on his own. Secondly, I believe
8 we would have been able to get even more favorable
9 pricing. At the time Keone did this, he was a one-man
10 shop. If you were a supplier over in Asia working
11 with him, you'd probably have to give him the same
12 terms that you would give to a company the size and
13 scale of Encore.

14 **Q** Did this have effect, specifically, on
15 Leon County?

16 **A** Absolutely. So Leon County -- we were
17 struggling to get product from Clear Touch. They were
18 given the impression by Mr. Trask -- he told him that
19 we had shed some product intended for them to another
20 customer, which was not true. It caused them to be
21 unhappy with us, thinking that we were the ones
22 slowing the product delivery down and cause negative
23 impacts.

24 **Q** So you claimed that Clear Touch, the
25 company, tortiously interfered with your contract

1 with Mr. Trask?

2 **A** Yes.

3 **Q** How?

4 **A** So Mr. Trask -- you got to remember, we're
5 splitting both sides of the fence, both sides of the
6 deal. He, in his role as the owner of Clear Touch,
7 induced himself as a manager of my business to pick
8 Clear Touch as the supplier to Encore, as opposed to
9 picking the ability for us to buy it directly from
10 TSItouch or CVTE.

11 **Q** Now, you are also claiming that these
12 things that you testify to constitute breaches of
13 Mr. Trask's fiduciary duties to Encore?

14 **A** Yes.

15 **Q** Are you claiming that these things you
16 testified to constitute breaches of his duties of
17 loyalty to Encore?

18 **A** Yes.

19 **Q** Are you claiming that Mr. Trask
20 misappropriated any of Encore's trade secrets?

21 **A** Yes.

22 **Q** Which ones?

23 **A** Mr. Trask had a number of Encore trade
24 secrets. He knew what our customer -- who our
25 customer base was. He knew what many of the customers

1 were intending to purchase over the next number of
2 years. He knew about specific customer contacts,
3 pricing vehicles, our costs from competitive
4 suppliers at Promethean. He had a lot of information
5 as a senior executive and having done this for a
6 while. He had misappropriated all of that.

7 **Q** And did he also have that information
8 about Leon County Schools?

9 **A** He absolutely had that information about
10 Leon County Schools.

11 **Q** Let me refer you to what we marked as
12 Plaintiff's Exhibit Number 10.

13 **A** Yes.

14 **Q** Just describe, in general categories, not
15 in numbers, but in general, how Mr. Trask's breaches
16 of the agreements and the defendants' breaches of
17 their duties affected Encore's business.

18 **A** Sure. So the -- we have basically three
19 categories of ways of thinking about damages: The
20 first are the direct costs incurred by us. Basically,
21 we're claiming the ways and benefits and expense
22 reimbursements for just three employees, the ones
23 that, ultimately, went to work for Clear Touch. While
24 they were working for me, they were basically working
25 to build Keone's business, not working for Encore.

1 We also have claimed some trade show
2 expenses. We spent a lot of money on marketing and
3 going to trade shows. But under Keone's watch, he
4 directed us to go to more and spend more money on
5 these trade shows. Really, he was there, many times,
6 just representing Clear Touch and trying to build his
7 own business, not build mine. So we've tried to claim
8 back what is the inordinate amount of those expenses
9 and what should be due back to Encore for what we
10 spent.

11 The second -- second category of damages,
12 the way I think about, if he had just told us -- that
13 in a world where we're basically saying, "Hey, you
14 wanted to start your own company," you should have
15 just said, "The three of us: Me, Leo and Jimmy want
16 to go off and build Clear Touch."

17 We actually spent a lot more money on our
18 sales force. We had 12 to 15 other people out there
19 who were all spending probably 15, 20, 30 percent of
20 their time building Clear Touch, trying to build it
21 as if we were in the market to sell for Encore. We
22 didn't claim those people, so we tried to be
23 conservative.

24 The second categories of damages on lost
25 profits, and basically if we had just, as I said

1 before, bought directly from the manufacturers that
2 he was buying from and he sold directly to our
3 customers, plus Leon County Schools, just through the
4 term of October of 2015, we would have made
5 significantly higher gross margins. My sales force
6 would have made more money because they would have
7 been paid more commission.

8 And then the third category of damages is
9 around the lost business opportunity, which is, if
10 Keone had told me and communicated that we can buy
11 these products from TSitouch and CVTE, we can sell
12 and make a lot more gross margin than you would make
13 if you buy from Clear Touch. Then I could have set up
14 a distributor relationship, where we could have
15 distributed these things more broadly around the
16 country, which is exactly what he ended up doing to
17 me, essentially, competitors out there, then we would
18 have been able to build this business and seize the
19 value, not only the cash flows, but the equity value
20 of the company.

21 Q Let's talk about that first category then,
22 the wages and compensation Encore paid for the
23 benefit of Clear Touch. Let me refer you to what's
24 marked as Plaintiff's Exhibit Number 10(A). What is
25 this document?

1 **A** This is a spreadsheet that has Keone's,
2 Leo's and Jimmy's compensation benefits on it, and
3 expense reimbursements.

4 **Q** And if Mr. Trask had disclosed to you up
5 front and just told you everything he was going to
6 do, would have you paid Mr. Trask, Mr. Gallant and
7 Mr. Higginbotham any of these wages?

8 **A** No. I would have said go work for Clear
9 Touch.

10 **MR. ENGLISH:** Your Honor, we ask that
11 Plaintiff's Exhibit 10(A) be admitted into
12 evidence.

13 **MR. SMITH:** Your Honor, this is a --

14 **THE COURT:** Hold on one second. Just one
15 second.

16 Mr. Foreman, let me just tell you,
17 throughout this trial, you may feel like cattle
18 coming in and out of the courtroom. Lawyers have
19 an obligation to object so just understand
20 that's part of the process. If you would, go
21 back to your jury room.

22 (Jury exits at approximately 3:27 p.m.)

23 **THE COURT:** All right, sir. Go ahead.

24 **MR. SMITH:** Thank you, Your Honor. I
25 object to the admission of this as hearsay. This

1 is a chart prepared by the plaintiff's expert.
2 He can come up here and testify about it, the
3 expert can. But admitting the chart -- this is
4 snipped out of the expert's report. The same
5 with 10. So that is clear hearsay.

6 **THE COURT:** Mr. English, a response?

7 **MR. ENGLISH:** Well, this isn't hearsay.
8 This is just a summary of wages that Mr. Newnam
9 has verified Encore paid its employees.

10 **THE COURT:** Well, let me ask you. My
11 understanding is these -- the defendant left
12 2014 in February or whatever the date was.

13 **MR. SMITH:** April.

14 **MR. ENGLISH:** April.

15 **THE COURT:** February. And then,
16 Higginbotham and Gallant left after that?

17 **MR. ENGLISH:** Yes, sir.

18 **THE COURT:** So how, as a proper element
19 of damages can you claim 2013 for damages?

20 **MR. ENGLISH:** Well --

21 **THE COURT:** He hadn't signed a
22 non-disclosure up until that time. They were
23 working for the company at that time, correct?

24 **MR. ENGLISH:** Right. And what Mr. Newnam
25 just testified to, if he had honored the

1 disclosure obligations, he wouldn't have paid
2 any of these wages.

3 **THE COURT:** I --

4 **MR. ENGLISH:** If Mr. Trask had disclosed
5 what he was doing and what he was doing with
6 Mr. Gallant and Mr. Higginbotham --

7 **THE COURT:** Listen, I understand what
8 you're saying about the defendant. Mr. Gallant
9 and Mr. Higginbotham -- believe it or not,
10 people meant Gallant, instead of Gallant. I
11 apologize.

12 **MR. ENGLISH:** Oh, okay.

13 **THE COURT:** I don't think it's
14 appropriate until after the company's -- they
15 leave the company and they sign on --
16 Mr. Gallant or Higginbotham from 2013,
17 regardless of what Mr. Trask was doing, worked
18 for this company, right?

19 **MR. ENGLISH:** Yes.

20 **MR. SMITH:** So they weren't doing
21 anything under any type of non-disclosure
22 agreement they signed with the defendant until
23 after they left and they signed those, right?

24 **MR. ENGLISH:** Well, they signed
25 non-disclosures in April of 2014, yes. But what

1 Mr. Newnam has testified to is if Mr. Trask had
2 disclosed from day one, because remember, he
3 owned Clear Touch.

4 **THE COURT:** I hear what he's saying. I
5 just don't think this is appropriate damages.
6 I'm going to sustain it. Now, you can have your
7 expert up there and he can explain. He's very
8 smart. He may correct me. But now I'm going to
9 sustain the objection as to Higginbotham and
10 Gallant -- Gallant, at this juncture.

11 **MR. SMITH:** And Judge, you are
12 pronouncing his name correctly. It is Gallant.
13 You are right.

14 **THE COURT:** Gallant.

15 **MR. SMITH:** I've been saying Gallant
16 wrong.

17 **THE COURT:** Gallant?

18 **MR. SMITH:** Gallant.

19 **THE COURT:** Let's take a five-minute
20 break.

21 **MR. ENGLISH:** Yes, that would be good.
22 Thank you.

23 (The Court goes off the record at approximately
24 3:30 p.m.)

25 (The Court goes on the record at approximately

1 3:40 p.m.)

2 **THE COURT:** You're good?

3 **MR. ENGLISH:** Yes, we've got a -- I've
4 got another exhibit that I think there's a
5 dispute about. I thought before we bring the
6 jury in, we might want to deal with it.

7 **THE COURT:** Okay. What is -- what is your
8 dispute?

9 **MR. ENGLISH:** This is the proposed
10 exhibit, 10(G). It's a new --

11 **THE COURT:** D?

12 **MR. ENGLISH:** G. It's a new one. So I've
13 removed the two employees, Mr. Gallant and
14 Higginbotham. So this is just about Mr. Trask. I
15 propose to ask the witness to testify about the
16 wages Encore paid to Mr. Trask.

17 **THE COURT:** Now, what's your objection to
18 that?

19 **MR. SMITH:** Objection to admitting that
20 into evidence because it's a chart that the
21 expert prepared as part of his report. This is a
22 hearsay objection.

23 **THE COURT:** Well, it's based on the
24 records from the company, right?

25 **MR. SMITH:** Yes, sir.

1 **THE COURT:** I'll overrule that objection.
2 But you still have to lay the foundation
3 for it.

4 **MR. ENGLISH:** Yes, sir.

5 **THE COURT:** All right. You ready?

6 **MR. ENGLISH:** Yes, sir.

7 **THE COURT:** Mr. Smith, you ready?

8 **MR. SMITH:** Yes, Your Honor.

9 (There is a pause.)

10 **THE COURT:** All right. Everybody ready to
11 go now?

12 **MR. SMITH:** Yes, sir.

13 **THE COURT:** All right. Will you bring the
14 jury in please?

15 (Jury enters at approximately 3:44 p.m.)

16 **THE COURT:** All right. Please be seated.

17 All right. Mr. English?

18 **BY MR. ENGLISH:**

19 **Q** Mr. Newnam, would you look at what we
20 marked as Plaintiff's Exhibit Number 10(G), and tell
21 us what that is.

22 **A** This is a summary of the wages and
23 compensation paid by Encore.

24 **Q** And is this based on Encore's business
25 records?

1 **A** Yes.

2 **MR. ENGLISH:** Your Honor, we would ask
3 that Plaintiff's Exhibit 10(G) be admitted into
4 evidence.

5 **THE COURT:** Subject to prior ruling, it
6 would be admissible.

7 (Plaintiff's Exhibit 10(G) is admitted into the
8 record.)

9 **BY MR. ENGLISH:**

10 **Q** Now, Mr. Newnam, in his time while
11 Mr. Trask was at Encore, what's the total amount that
12 Encore paid to Mr. Trask?

13 **A** In terms of gross wages, it was \$277,057.
14 Total, including benefits and expenses was \$335,120.

15 **Q** Okay. Is Encore claiming all of that from
16 Mr. Trask?

17 **A** No, we are claiming 95 percent of it.

18 **Q** And how much of Mr. Trask's wages does
19 Encore take the position was of no benefit to Encore?

20 **A** 95 percent.

21 **Q** So what's the total amount Encore is
22 claiming back from Mr. Trask of his wages and
23 benefits?

24 **A** \$318,364.

25 **Q** Now, who directed -- while Mr. Trask was

1 an employee of Encore, who directed Leo Gallant's
2 activities?

3 **A** Mr. Trask directly directed Leo Gallant.

4 **Q** And then what product did Jimmy
5 Higginbotham primarily promote while he was at
6 Encore?

7 **A** Clear Touch.

8 **Q** And based on that, if Mr. Trask had, on
9 day one, disclosed to you what his involvement was
10 with Clear Touch and what his -- directions he would
11 give to Mr. Gallant and Mr. Higginbotham, would you
12 have employed any of the three?

13 **A** I would not have. He basically used his
14 position as senior executive and directly responsible
15 for Leo and his position with relation to the sales
16 force to direct their activities. The two that we
17 discussed, Leo and Jimmy, both left the company and
18 went to Clear Touch. While they worked for me, he was
19 basically telling them what to do and getting them to
20 work for Clear Touch, although they didn't know it.

21 **Q** Now look at what we marked as Plaintiff's
22 Exhibit 10(B). What is this document?

23 **A** This is a summary of our trade shows
24 expenses. It does not include other sales and
25 marketing expenses that we incurred as well -- we

1 tried to keep it just to the trade shows -- for the
2 years 2013 through 2015.

3 **Q** And who directed Encore's trade show
4 expenses?

5 **A** Keone set our schedule for what trade
6 shows we would go to, where, what size booths we
7 would have, etc.

8 **Q** And did he do that -- had he already set
9 the schedule for 2015 when he left in 2014?

10 **A** Yes, much of the -- these trade shows are
11 booked well in advance. For example, we had one trade
12 show in Florida that in March, before Keone left, he
13 booked us for the next year of 2015. Then he
14 continued to use Mr. Gallant. After he signed the
15 non-disclosure agreement and knew Keone owned Clear
16 Touch, he continued to direct Mr. Gallant in his
17 capacity as one of our main representatives to these
18 trade shows to continue this activity.

19 **Q** While he was there, who went to trade
20 shows for Encore? While Mr. Trask was there, who went
21 to trade shows for Encore?

22 **A** Depending on what region they were in, so
23 our salespeople -- if it was North Carolina, normally
24 our sales reps from North Carolina would go, and
25 South Carolina. But essentially, Mr. Gallant went to

1 all of them. Mr. Trask, Keone, went to all of them.

2 **Q** And are the trade show expenses reflected
3 on Plaintiff's Exhibit 10(B), a summary of Encore's
4 business records?

5 **A** Yes.

6 **MR. ENGLISH:** Your Honor, we'd ask that
7 Plaintiff's Exhibit 10(B) be admitted in
8 evidence.

9 **MR. SMITH:** Again, the hearsay objection.

10 **THE COURT:** All right. That's overruled.
11 Be admitted.

12 (Plaintiff's Exhibit 10(B) is admitted into the
13 record.)

14 **BY MR. ENGLISH:**

15 **Q** How much did Encore incur in trade show
16 expenses during this time period?

17 **A** In total, \$201,027.

18 **Q** And are you claiming all of this -- is
19 Encore claiming all this back from Mr. Trask?

20 **A** No, we are not.

21 **Q** What have you subtracted out?

22 **A** We first pulled out -- the first column is
23 the reimbursed expenses where we had already covered
24 specific shows and things that he had been to. This
25 is meals and entertainment and travel, etc. Then we

1 went through the trade show expenses and we marked
2 out, specifically, the trade shows that we knew that
3 were not associated with Clear Touch. If it was
4 another vendor that was very specific, we eliminated
5 it to pare it down to really only the trade shows
6 where he would have been marketing Clear Touch.

7 **Q** How much were those expenses?

8 **A** That netted -- those \$40,444 that we took
9 out of it to a net trade show expense of \$135,378.

10 **Q** Are you asking for Mr. Trask to reimburse
11 all of those expenses?

12 **A** No, we're just estimating that -- we're
13 putting a 50 percent factor on it to say that half of
14 those expenses were really pushing Clear Touch and
15 not to the benefit of Encore.

16 **Q** So how much is Encore seeking to recover
17 from Mr. Trask in trade show expenses?

18 **A** In trade show expenses, \$67,689.

19 **Q** Now let's talk about the profit -- lost
20 profit that Encore is claiming. Let me refer you to
21 what we marked as Plaintiff's Exhibit 10(D). Does
22 Encore claim that it lost profit on sales to Leon
23 County Schools?

24 **A** Absolutely.

25 **Q** How much?

1 **A** We lost about \$425,000 of profit.

2 **Q** Now --

3 **A** And in addition to that, there's about
4 \$40,000 here of sales commissions that would have
5 gone to my sales force that he took.

6 **Q** Have you subtracted those out?

7 **A** I have subtracted that out. It's not
8 damage to Encore, but it did come out of my sales
9 force's pocket.

10 **Q** And then did Mr. Higginbotham -- when --
11 explain to the jury the circumstances under which
12 Mr. Higginbotham left Encore.

13 **A** So in the Keone -- after Keone left and
14 had gone to Clear Touch, Mr. Higginbotham was still a
15 sales representative for us. He, essentially, was
16 spending all his time pushing Clear Touch. This is
17 really what he was successful in selling. Given the
18 amount of money that I was paying and what I
19 understood to be the opportunities, it didn't make
20 sense for us to keep Mr. Higginbotham, so we were
21 making the decision to let him go.

22 David Masters, my head of sales, I asked
23 him to call Keone and talk to him and see if he would
24 be interested in taking Jimmy on. He's been very
25 successful selling your product. It doesn't make

1 sense for him to work for us, but if he can go to
2 work for you, he can continue to support us in a
3 market. We'll keep our customers and pipeline and
4 continue to support, you know, what Encore has done,
5 but allow Jimmy to, you know, provide you more value.

6 **Q** So is Encore claiming that Clear Touch's
7 hiring Mr. Higginbotham violated Mr. Trask's
8 agreement?

9 **A** We are not claiming that that violates his
10 agreement at all. In fact, actually, when we had the
11 conversation with him about letting him go, Keone
12 said, "I can't afford to bring him on right now. Can
13 you hold him for another six weeks?" and we agreed to
14 do that to keep a good customer/supplier relationship
15 with Clear Touch and keep Jimmy happy.

16 **Q** Now, did Mr. Higginbotham have a
17 non-compete, just like Mr. Trask?

18 **A** Mr. Higginbotham did have a non-compete.

19 **Q** And what time period did that last?

20 **A** That would have gone from when he left us
21 in July of '14 to July of '15.

22 **Q** Now let's talk about the lost business
23 opportunity. If Mr. Trask had disclosed the
24 opportunity to sell Clear Touch panels to other
25 resellers, what would Encore have done?

1 **A** We would have taken him up on that
2 opportunity.

3 **Q** Let me show you what we've marked as
4 Plaintiff's Exhibit 68. This is already in evidence,
5 so let's put it up. What is this document?

6 **A** This is a document that Keone prepared to
7 solicit investors for his business.

8 **Q** And when was this prepared?

9 **A** In Q2 of 2014 after he left me.

10 **Q** Okay. What is Q2?

11 **A** Sorry. Somewhere, April, May, June of
12 2014.

13 **Q** If you will look on Page 3 of Mr. Trask's
14 offer memo, if you'll look into the section "For the
15 Qualified Investor." You see where Mr. Trask was
16 offering a qualified investor nine percent annual
17 interest on whatever they invested in Clear Touch?

18 **A** Yes. In the second line, their proposed
19 interest rate of nine percent annual.

20 **Q** Did you receive any money from Clear Touch
21 -- or have you received any money from Clear Touch
22 for what Encore invested in?

23 **A** Nothing. No, nothing.

24 **Q** And then look at the conversion, the
25 equity section, just below that.

1 **A** The last little sub-bullet?

2 **Q** Right.

3 **A** It says, "Upon conversion, the equity be
4 issued at the equivalent of one percent per 100,000
5 investment." So what he's saying is, in addition to
6 paying nine percent interest to investors, he's
7 valuing his company at \$10 million. This was within a
8 couple of months of him leaving. Encore.

9 **Q** Based upon your experience in the industry
10 of buying and selling businesses, do you agree with
11 that value?

12 **MR. SMITH:** Objection, Your Honor. His
13 offering would be expert testimony. He's a lay
14 witness.

15 **THE COURT:** I agree. Sustained.

16 **BY MR. ENGLISH:**

17 **Q** So what is the value that Mr. Trask is
18 putting on Clear Touch in 2014?

19 **A** He's valuing it at \$10 million.

20 **Q** And have you given the books and records
21 -- books and records that we've gotten from discovery
22 at Clear Touch to an expert to review?

23 **A** I have, yes.

24 **Q** Who is that?

25 **A** Mike Meilinger.

1 **Q** How did Encore's business do while
2 Mr. Trask was an employee of Encore?

3 **A** We did not do well at all.

4 **Q** Let me show you what we've marked as
5 Plaintiff's Exhibit Number 7. This is already in
6 evidence. What's the time period of this Statement of
7 Operations?

8 **A** This is our income statement from our
9 inception, which is Valentine's Day of 2013 through
10 April of 2014.

11 **Q** And how much money did Encore lose during
12 that period?

13 **A** We lost \$1.5 million.

14 **Q** Okay. Is that -- can you read it
15 specifically?

16 **A** Sure. Sorry. \$1,483,364.

17 **Q** How did Mr. Trask's breaches of his
18 agreements and other duties affect Encore's ability
19 to make a profit?

20 **A** If Mr. Trask had actually tried to work
21 for Encore and sell our products and do all over
22 business, we would have done materially better.
23 Number two, if he had disclosed his -- that we could
24 have purchased these products directly as opposed to
25 inserting himself and taking three to four times the

1 amount of money for himself that we would make on the
2 projects, my sales force would have worked a lot
3 harder to sell the products. If we were selling them
4 for very low margins and they were not the same as
5 everyone in a sales group work, the money they could
6 make, the more they will sell, they were not making
7 much money because he was keeping the margin for
8 himself. And he induced me to hire a lot of people
9 and try to go over business, which in retrospect, he
10 was working for Clear Touch, for his business, not
11 mine.

12 **Q** Now, did Mr. Trask, at any time, ever
13 notify you that he was an owner of Clear Touch?

14 **A** Keone told me in October of 2014,
15 approximately six months after he'd left Encore, we
16 were at a trade show, and David Masters, who's my
17 head of sales, was meeting with Keone. In the course
18 of that conversation, he had disclosed to me that he
19 had recently acquired an interest in Clear Touch, is
20 how he termed it.

21 **Q** Did he tell you that he had owned Clear
22 Touch while he was an employee of Encore?

23 **A** Absolutely not. He had led me to believe
24 that he had just purchased it recently over the
25 summer.

1 **Q** How did you discover that Clear Touch was
2 really run by Mr. Trask from the beginning?

3 **A** So in August of 2015, I got a phone call
4 from Jimmy Higginbotham, who had left us the prior
5 year. He called and said, hey, --

6 **MR. SMITH:** Objection. Hearsay.

7 **THE COURT:** Sustained.

8 **BY MR. ENGLISH:**

9 **Q** Mr. Newnam, don't say what
10 Mr. Higginbotham said.

11 **A** Yeah.

12 **Q** But after that phone call, what did you
13 do?

14 **A** I called my law firm and asked them to do
15 some research for me.

16 **Q** Let me show you what we marked as
17 Plaintiff's Exhibit Number 8. This is already in
18 evidence. Based on your research in 2015, what did
19 you do?

20 **A** So after I got the research, I learned
21 that Keone had owned this business from the very
22 beginning. I made the decision to terminate him,
23 because I did not want to work with someone who is
24 that unethical and deceitful.

25 **Q** And so what is Plaintiff's Exhibit

1 Number 8?

2 **A** This is our letter to Keone and Clear
3 Touch terminating our relationship with Clear Touch.

4 **Q** And let's enlarge the fourth and fifth
5 paragraphs of this. Can you read to the jury the
6 paragraph beginning "Keone was the primary"?

7 **A** "Keone was the primary Encore employee
8 responsible for developing the supplier relationship
9 between Encore and Clear Touch. Keone is currently a
10 senior executive and an owner of Clear Touch. We now
11 understand and have evidence that Keone and his
12 immediate family members were, in fact, owners,
13 managing members, and managers of Clear Touch prior
14 to and during the term of the agreement and during
15 Keone's employment with Encore."

16 **Q** Were those statements true?

17 **A** Yes. Those were all true.

18 **Q** When you say "we now understand," when did
19 you first learn that?

20 **A** I learned that a couple of weeks before
21 this.

22 **Q** In 2015?

23 **A** In 2015. Yeah, late August or early
24 September is when I learned that.

25 **Q** All right. Now read the next paragraph.

1 **A** "Neither Keone nor Clear Touch disclosed
2 these facts and conflicts of interest to Todd Newnam,
3 owner of Encore, or to Russell Young or David
4 Masters, who were and are other senior executives of
5 Encore, who were involved with the development of
6 Clear Touch as a supplier to Encore. During his
7 employment by Encore, we believe that Keone used
8 Encore's financial and other resources directly and
9 indirectly to benefit Clear Touch and devoted a
10 significant portion of his time to advance the
11 business of his and his family's related interest in
12 Clear Touch, rather than the interests of Encore, his
13 full-time employer."

14 **Q** And were those statements true?

15 **A** Yes.

16 **Q** And based on this, did that lead you to
17 terminate the reseller agreement with Clear Touch?

18 **A** Yes.

19 **Q** And was it pursuant to that reseller
20 agreement that Encore had the exclusive territories,
21 those seven states we looked at earlier?

22 **A** Yes.

23 **Q** And when was the termination of that
24 reseller agreement effective?

25 **A** There was a 30-day notice period. So it

1 would have been effective October 10th, 2015.

2 **Q** Now let me show you what we've marked as
3 Plaintiff's Exhibit Number 9. What is this document?

4 **A** This is a Clear Touch financial statement
5 that shows their revenue by customer from February of
6 -- 13, 2013 through October 10th of 2015, which is
7 the termination of the reseller agreement.

8 **MR. ENGLISH:** And Your Honor, we'd ask
9 that Plaintiff's Exhibit Number 9 be admitted
10 into evidence.

11 **THE COURT:** Any objection?

12 **MR. SMITH:** Yes, Your Honor. This is
13 going to -- into the reseller agreement. That is
14 not part of this case. It was not plead as a
15 breach of the reseller agreement. There's no
16 differentiation here between different time
17 periods. This just goes from the day Mr. Trask
18 was employed to the end of the reseller
19 agreement, so offering this as an element of
20 damages is inappropriate. It's not pled that my
21 clients breached the reseller agreement.

22 **THE COURT:** I overrule that objection. Go
23 ahead.

24 (Plaintiff's Exhibit 9 is admitted into the
25 record.)

1 **BY MR. ENGLISH:**

2 **Q** If we can enlarge the list of customers
3 here.

4 Now, first of all, as you look on this
5 list, there's one called BridgeTek. Who is BridgeTek?

6 **A** BridgeTek is a competitor of Encore's, here
7 in Greenville, South Carolina.

8 **Q** This shows that Clear Touch made sales to
9 BridgeTek during this exclusive reseller agreement?

10 **A** Yes.

11 **Q** Next, look down the list. Who is
12 Collaboration Solutions, Inc.?

13 **A** That is a reseller in Florida that they
14 sold to, in competition with us in Florida.

15 **Q** Was Florida part of Encore's exclusive
16 territory?

17 **A** Yes.

18 **Q** All right. Look down to Galaxy and then
19 LeCroy, if we could look at both of those.

20 **A** So LeCroy is a reseller based in Georgia.
21 Galaxy is an entity that they created in conjunction
22 with Clear Touch to fund additional distribution of
23 the Clear Touch product, and was the one that I
24 referenced earlier. Not only is this in our exclusive
25 territory, but this is the exact business model where

1 I would have done exactly what he got them to do. He
2 had LeCroy sell and compete with us. Then, he had
3 LeCroy find Galaxy to build up a broader distribution
4 network. They do what we do and we would have done
5 what they did.

6 Q Now, look below LeCroy at Leon County
7 Schools. How much did Clear Touch sell to Leon County
8 Schools during this time?

9 A He sold \$934,917 in product to Leon County
10 Schools directly.

11 Q Are those the sales that Encore was
12 expecting to make?

13 A Yes. And it was with the understanding when
14 Mr. Higginbotham left that Encore would continue to
15 sell to Leon, but for Mr. Trask frustrating that
16 process.

17 Q And finally, Wake County Schools down at
18 the bottom -- it's a small number -- but who is Wake
19 County Public School System?

20 A Wake County Schools is here in North
21 Carolina. It's basically Winston-Salem. He sold to
22 them directly, which would also be a direct violation
23 of his non-compete and non-solicitation. But it's not
24 directly part of our claim.

25 Q Is Wake County an Encore customer?

1 **A** Yes, it's one of our best customers.

2 **Q** Mr. Newnam, why are you bringing this
3 action on behalf of Encore?

4 **A** When I first met Keone and the team and
5 they pitched this opportunity to buy Encore and save
6 100 jobs, I thought I had the opportunity to back a
7 good team, to build a good business and feel good
8 about helping the U.S. Educational System and having
9 a nice, small company that has very, sort of, family
10 values where we definitely took care of each other,
11 etc, etc. And I trusted Mr. Trask's pitch to me that
12 it would be a great opportunity.

13 Instead, I have lost a lot -- many millions
14 of dollars on this investment. I trusted him, not
15 only for the base investment, but I trusted him to
16 represent my interest and to find me suppliers and
17 help build this business. Instead, he took advantage
18 of that position and has taken away one of the real
19 profit drivers that could have made this a successful
20 business. In every company, everyone knows that there
21 are some businesses who make money and some
22 businesses who lose money and things go in and out.

23 It's no different than at McDonald's, you
24 might have -- the burgers don't make so much money,
25 but the fries and drinks do. This was a very

1 profitable piece of business that Mr. Trask took the
2 opportunity to steal from me and steal from my other
3 employees.

4 **Q** Thank you, Mr. Newnam. Please answer any
5 questions Mr. Smith has for you.

6 **A** Sure.

7 **THE COURT:** Cross-examination.

8 **CROSS-EXAMINATION**

9 **BY MR. SMITH:**

10 **Q** Good afternoon, Mr. Newnam. You paid \$4.5
11 million for Encore?

12 **A** I paid initially --

13 **MR. ENGLISH:** Your Honor, object. This is
14 irrelevant.

15 **THE COURT:** Overruled.

16 **THE WITNESS:** I initially paid \$4 million
17 for Encore out of savings that I had from my
18 prior jobs. Then I put a working capital line on
19 top of it. And given the financial performance
20 that happened in the first year, year and a
21 half, I had to put another \$500,000 into the
22 business.

23 **BY MR. SMITH:**

24 **Q** Who required you to put that extra \$500,000
25 in the business?

1 **A** Our bank.

2 **Q** Because it was performing so poorly?

3 **A** Yes.

4 **Q** How much of the business did you testify
5 during your deposition that the panels, interactive
6 panels, made up of Encore's business?

7 **A** Within the classroom technology business,
8 it was roughly 20 to 30 percent of our business,
9 historically. The panels, as a new product, I
10 testified were about five percent of our business
11 because it was a new and growing technology. The
12 overall business is 25 percent to 30 percent.

13 **Q** Mr. Newnam, does the panel business
14 represent about five percent of Encore's business at
15 the time?

16 **A** At the time, as a new technology being
17 introduced into the market, it was a small piece of
18 the business, yes. But it grew, as evidenced by
19 Exhibit 9 that we saw.

20 **Q** So that's a yes?

21 **A** Yes.

22 **Q** You claim that Encore would have taken
23 advantage of the Clear Touch opportunity, right?

24 **A** Yes.

25 **Q** And you also claim that Encore could have

1 run Clear Touch, not just as successfully as my
2 client, but even more successfully to the end of
3 2015, right?

4 **A** No, I don't believe I made that claim. What
5 I --

6 **Q** You then --

7 **A** I'm sorry.

8 **Q** No, go ahead. I didn't mean to interrupt
9 you.

10 **A** Ask your question again.

11 **Q** You want this jury to believe that you
12 could have run my client's business as well as they
13 had, and even better?

14 **A** What I said was, if Keone had been working
15 for me in my interest and had brought the suppliers
16 to me and they would have grew the business, because
17 that's what he's being paid to do, and then we
18 establish a distribution network, exactly what he did
19 at Clear Touch and what he was doing for me, the
20 business would have performed the same or better
21 than.

22 First of all, my sales force would have
23 made more money. They would have sold more product.
24 Two, I had the financial resources to grow it faster
25 than Keone. I would have done that. What is embedded

1 in our analysis is Clear Touch grew just like it did.
2 I didn't grow it faster. I didn't change it. I just
3 said that if it had been done under Encore's
4 umbrella, because that's what he was being paid to do
5 for us, then that's what it would have done.

6 Q And Mr. Trask worked for Encore for 14
7 months, correct?

8 A He did.

9 Q And he left in April of 2014, correct?

10 A He did.

11 Q And tell me how many people did Clear Touch
12 employ in 2014?

13 A At the beginning of 2014?

14 Q Throughout the whole year.

15 A At the end of the year, he had three
16 employees: Keone, Leo and Jimmy. Three.

17 Q Do you know how many trade shows they
18 attended, on their dime, in 2014?

19 A I do not, but it doesn't matter. In the
20 analysis, all of his costs that he spent to go to
21 trade shows and build his business are embedded in
22 the valuation that Mike Meilinger will review.

23 Q Is that a "no," Mr. Newnam?

24 A It's not a relevant question.

25 Q Mr. Newnam --

1 **THE COURT:** Answer the question if you
2 can. If you cannot, do not answer.

3 **THE WITNESS:** I do not know exactly how
4 many trade shows that Keone went to.

5 **BY MR. SMITH:**

6 **Q** Do you know Clear Touch didn't make a
7 profit in 2014?

8 **A** I do know that. I do know that it would be
9 a lot less profitable if he had funded the GNA
10 expenses, instead of me.

11 **Q** You're making an awful lot of speculations,
12 aren't you, Mr. Newnam?

13 **A** No, these are facts.

14 **Q** Facts that you would characterize as would
15 have, could have, and should have?

16 **A** No.

17 **Q** How many people did Clear Touch employ in
18 2015?

19 **A** I believe it was three more.

20 **Q** Do you know?

21 **A** I think it was three more.

22 **Q** Do you know?

23 **A** At the end of 2014 -- at the end of 2015,
24 he has a valuation report with CatchFire that lists
25 the number of employees. I believe it is six or

1 seven.

2 Q Do you know how many resellers my client worked
3 with in 2015?

4 A Over a dozen.

5 Q Do you recall, in your deposition, you
6 testifying that you knew, as early as four to five,
7 six, seven months prior to terminating the
8 relationship with Clear Touch, that they were working
9 with other resellers?

10 A Yes.

11 Q And do you recall you saying you did
12 nothing about it at the time?

13 A You're asking me about the time frame, six
14 months before we terminated the reseller agreement,
15 that I knew that other resellers were out there? Yes.
16 At the time, I understood there were resellers
17 outside of our market and a couple that were
18 tangentially in it. I did not throw a fit.

19 Q So you didn't address this with my client
20 at all?

21 A Mr. Masters probably spoke to Keone about
22 this. In the normal course of business relationship,
23 there's always ups and downs. I had already invested,
24 at this point, a couple of years in developing this
25 opportunity from Mr. Trask. It doesn't make sense for

1 me to terminate just because he puts other resellers
2 around the country in the business.

3 Q And Encore, from its inception, you
4 remember testifying, was a value-added reseller,
5 right?

6 A Yes.

7 Q That's what you are today, right?

8 A Yes.

9 Q That's what you always have been, correct?

10 A Yes.

11 Q And y'all have never made what I call a
12 hard product, a panel or anything of that nature,
13 other than -- let me rephrase my question maybe
14 better. Okay. Encore has made some software itself,
15 correct?

16 A Yes.

17 Q But you've never manufactured the hard
18 product that you went out and sold on the market?

19 A We don't run any factories and manufacture
20 product, no; nor does Clear Touch.

21 Q Mr. Newnam?

22 A Yes.

23 Q Encore doesn't make anything besides
24 software, right?

25 A We purchase goods from suppliers and we

1 resell them to our customers.

2 Q And that's your business model, is a
3 reseller, correct?

4 A Yes.

5 Q And so are you in competition with other
6 resellers?

7 A Yes.

8 Q And you want the jury to believe that they
9 -- your competitors would do business with you?

10 A If I had my own panel and was making it and
11 trying to sell to them, the same way that Galaxy and
12 UC Solutions, which are exactly that same business,
13 do, yes, I think they would have.

14 Q Do you know of any other resellers that
15 have their own panels?

16 A Yes.

17 Q Do you know if they sell to other
18 resellers?

19 A I do not know if they do or not.

20 Q So Encore doesn't work with other
21 resellers; never has, correct?

22 A We do -- have worked with other resellers
23 before in certain markets where we will share deals
24 or if there's a particular contractual vehicle
25 required, we will work with them in tandem, yes.

1 **Q** Do you have an established nationwide
2 network of resellers?

3 **A** I do not have an established nationwide
4 network of resellers.

5 **Q** Isn't it true that Clear Touch and
6 Mr. Trask went and established a network of resellers
7 after Mr. Trask left the company in April of 2014?

8 **A** So while Mr. Trask was employed by Encore,
9 he did go to trade shows and solicit other resellers
10 to sign up for Clear Touch and after he left, he did
11 build out a network of resellers, yes. And as he
12 began to do that is when he tried to notify us in
13 October of 2014 that he wanted to change the terms of
14 the arrangement.

15 **Q** Is that a "yes," Mr. Newnam?

16 **A** Yeah, I said yes.

17 **Q** Tell me what work Encore has done to
18 establish a network of resellers.

19 **A** We have not tried to establish a network of
20 resellers.

21 **Q** Tell me what goes into establishing,
22 cultivating and maintaining those type of
23 relationships.

24 **A** Of resellers?

25 **Q** Yeah.

1 **A** Communicating with them, telling them what
2 value you can add, what products you have, how you
3 will support them in the market, jointly marketing,
4 providing a product, being able to finance your
5 business.

6 **Q** And do you know what Clear Touch has done
7 and the money it's spent in establishing its network?

8 **A** I have seen income statements where they
9 have spent money to do that. That's included in our
10 valuation.

11 **Q** I believe during your deposition, you
12 characterize Mr. Trask as intimately qualified and
13 very knowledgeable of the market. Is that a fair
14 assessment?

15 **A** Mr. Trask knows the market very well. He's
16 been in it for a long time.

17 **Q** Would you say that he is the main reason
18 that Clear Touch was able to establish itself and
19 have success?

20 **A** Yes.

21 **Q** Did you replace Keone Trask when you fired
22 him?

23 **A** I did not. All Keone was doing when he when
24 he worked for me was pushing Clear Touch, and that
25 was not a function I needed, given we made almost no

1 money on its product. As I said before, he kept it
2 for himself. What I would say is, the way our
3 valuation is based, they have made millions and
4 millions of dollars off this investment. We
5 conservatively valued the business entity such that
6 he still has made millions of dollars. Even if I got
7 the full value that I have on this page that I'm
8 claiming damages, in retrospect, to not have run the
9 risk to grow the business, spend the money, run the
10 risk to develop the product and not have to quit your
11 job and finance off your house, is a good deal for
12 him, even if he settles it -- even if we're awarded
13 the full damages, he and his wife will still do very,
14 very, very well from their efforts.

15 Q And this is just your testimony so the jury
16 would give you a lot of money?

17 A It's my testimony and what I believe is the
18 truth.

19 Q And if it's proven not to be the truth,
20 then that's what the jury should act upon, is the
21 truth, correct?

22 A I think we have financials through a
23 certain time frame that shows -- that bears this out,
24 yes.

25 Q You want the jury to make a decision based

1 on the truth?

2 **A** I would like -- I would love for the jury
3 to make a decision based on the truth.

4 **Q** Let me show you what has been marked as
5 Exhibit Number 5 and has been previously stipulated
6 to its admission.

7 Can I approach the witness, Your Honor?

8 **THE COURT:** Yes, sir.

9 **MR. SMITH:** Let me ask the jury, since
10 this is the first one we've got up here, can
11 everybody see this? I just want to make sure.

12 **BY MR. SMITH:**

13 **Q** Do you recognize this document, Mr. Newnam?

14 **A** I do.

15 **Q** And tell me what it is.

16 **A** This is the announcement that we made when
17 Keone left the company, to the employee base about
18 his departure.

19 **Q** And you wrote this e-mail?

20 **A** I did.

21 **Q** Earlier, you testified you made the
22 decision to terminate Mr. Trask, correct?

23 **A** Yes.

24 **Q** You said because, in your words, he wasn't
25 offering any value?

1 **A** Yes.

2 **Q** And you testified that he spent 95 percent
3 of his time on Clear Touch; is that right?

4 **A** Yes.

5 **Q** And Clear Touch was obviously a product
6 that Encore sold?

7 **A** Yes.

8 **Q** And Encore, as a reseller of Clear Touch,
9 benefited from it being the sole customer, did it
10 not?

11 **A** Yes.

12 **Q** So when you came up with this 95 percent
13 number, did you just look solely -- you looked solely
14 at any activity that was to the benefit of Clear
15 Touch and did not consider whether or not it
16 benefited Encore; isn't that right?

17 **A** No.

18 **Q** Tell me how'd you do it.

19 **A** So Mr. Trask is out there spending his time
20 with the Clear Touch, just because there was some
21 benefit for Encore doesn't mean that what he wasn't
22 really doing was spending his time building Clear
23 Touch.

24 **Q** In coming up with this percentage, just so
25 I'm clear and understand your answer --

1 **A** Sure.

2 **Q** -- and I want the jury to understand how
3 you did this. When you were looking at Mr. Trask's
4 activities, did you just count any action that
5 benefited Clear Touch without any consideration of
6 how and if it benefited Encore?

7 **A** What I said was about five -- what I will
8 say is about five percent of what Keone did benefited
9 Encore. He spent all his time benefiting Clear Touch.
10 If Mr. Trask had asked me if he could leave Encore,
11 any time starting in August of 2013, I would have let
12 him go.

13 **Q** How did you determine whether or not a
14 certain action benefited Clear Touch?

15 **A** I know, for example, he was in Texas in
16 marketing -- I was paying for him to be at a trade
17 show. He was meeting with other resellers with the
18 purpose of trying to sign them up to resell the Clear
19 Touch product.

20 **Q** Okay. So we've got one instance. How did
21 you determine whether or not his actions solely
22 benefited Clear Touch, that it should go in your
23 percentage or whether that action was a mutual
24 benefit because Clear Touch was a product that Encore
25 sold?

1 **A** There's two different issues there. I don't
2 believe that mutual beneficial relationship is an
3 appropriate standard to be discussing.

4 **Q** So you're saying y'all didn't consider that
5 at all, right?

6 **A** No.

7 **Q** You just said it wasn't appropriate, didn't
8 you?

9 **A** I'm sorry?

10 **Q** You just said it --

11 **A** No, I said it was not appropriate just to
12 say that just because it was, quote, mutually
13 beneficial that it was appropriate. And I said, just
14 because it was mutually beneficial does not mean that
15 it's an appropriate relationship. Does that make
16 sense?

17 **Q** I think you're talking about something I
18 didn't ask about.

19 **A** Okay.

20 **Q** I'm asking you and what I hope's a clear
21 question, I'm asking you to look at -- tell the jury
22 if Encore coming up with the 95 percent considered
23 whether or not these actions had benefit to Encore.

24 **A** What I'm telling you is that I asked
25 Mr. Trask to do a number of things while he worked

1 for me, and he basically never did them. Therefore,
2 when I look over and say that he was doing this and,
3 in retrospect, with the e-mails and evidence I have,
4 it's clear what he was spending his time doing.

5 Q Mr. Newnam, please answer my question.

6 A I thought I did.

7 Q I'm asking you, when you came up with the
8 95 percent allocation, you want 95 percent of the pay
9 that you paid my client and a big chunk of his
10 expenses that you're claiming benefited Clear Touch.
11 When you came up with those figures, that percentage,
12 did you consider whether or not those actions
13 benefited Encore?

14 A Yes.

15 Q How?

16 A By virtue of the five percent.

17 Q Do you think you are explaining to me what
18 I asked?

19 A Yes.

20 Q What do you mean "by virtue of five
21 percent"?

22 A I'm saying we said that 95 percent of what
23 he was doing was for the benefit of Clear Touch. Five
24 percent of what he was doing was for the benefit of
25 Encore. Embedded in that is my view of the value that

1 I got out of Clear Touch at the time, for what I was
2 paying.

3 Q So that's just your view?

4 A Yes.

5 Q Go back to 5. We got a little off track. My
6 apology. You wrote this e-mail?

7 A Yes.

8 Q Could you just read it out to the jury
9 please.

10 A "Everyone,

11 "It is with much sadness that I announce
12 that Keone Trask is leaving Encore.

13 "Keone joined the team in 1999 and he
14 contributed significantly to the growth and
15 development of the technology division. In the months
16 leading up to the birth of Encore last year, Keone
17 worked alongside Chris Powell and Michael Knight to
18 ensure a bright future for the technology division
19 and its employees. For all of this and so much more,
20 we are very thankful and appreciative of his efforts
21 and support.

22 "After 15 years in this business, Keone is
23 working to start another chapter in his professional
24 life. We wish him well in this process and certainly
25 look forward to maintaining both a personal and

1 professional relationship in the coming years.

2 "Any internal or external sales and
3 marketing questions should be referred to David
4 Masters."

5 Q Thank you, Mr. Newnam. Is that a normal
6 type e-mail you'd write an employee -- when you
7 terminate an employee?

8 A In the context of what Encore had been
9 through over those 18 months, yes. And the reason is,
10 because Encore, when we first got going, started to
11 do well. A lot of people were hired, expanded to new
12 sales territories to sell Clear Touch and other
13 products. Then it didn't do very well and lost a lot
14 of money. We had to lay off a number of people in
15 this process. So at the time when Keone is one of the
16 three most senior people in the company, who everyone
17 in the company looked to as, "This is the guy who
18 helped save our jobs," letting him go was going to
19 cause angst at the company, fear in the employee
20 base. I saw no reason to cause that and tried to, I
21 thought, part with Keone on positive -- in a positive
22 way, even though I terminated him, and we had a
23 discussion about it. This was a communication to the
24 employee base to make them feel better about him
25 leaving, or at least feel okay about it.

1 **Q** Now, there's been a lot of talk about Leon
2 County. You said earlier that Leon County is the only
3 customer sales you're looking for in this case; is
4 that right?

5 **A** In that profit calculation number two,
6 where we are only claiming Leon as a specific
7 violation of the solicitation of customers.

8 **Q** And do you agree with me that to have said
9 -- to say that's a lost opportunity, Leon County
10 would have wanted to have to purchase panels from
11 Encore?

12 **A** No.

13 **Q** You're not going to agree with me you would
14 make a sale a customer doesn't want to make with you?

15 **A** If you ask it that way, I could see how you
16 would say no to it. But in a world where your client
17 was the one that defamed us and made us look bad and
18 then went directly to the customer around us and took
19 the business, I don't agree with you. What I would
20 say is we invested a lot of time and money and
21 resources to build that Leon relationship by hiring
22 Jimmy Higginbotham. And he worked with them, with
23 Keone and Leo, for many, many, many months. Keone
24 blamed us for his shortfalls on ability to deliver
25 the product, and then went to the customer directly

1 and took the business from us. Any other vendor we
2 had, particularly if we were 95 or 100 percent of
3 their business at the time, we would have wanted to
4 keep our customer, not just take it from us,
5 particularly when he was making 80 percent of the
6 margin already. It was just greed.

7 Q And you don't know any of this, Mr. Newnam.
8 You're just speculating, aren't you?

9 A I am not.

10 Q Now I'm going to pull up what's -- what's
11 been previously marked Defendant's 33 and it's been
12 stipulated to it's admission into evidence.

13 A In this binder?

14 Q I'll get you a copy.

15 A Sorry.

16 Q This binder, Mr. Newnam, if you don't mind.
17 May I approach the witness, Your Honor?

18 **THE COURT:** Yes, sir.

19 **BY MR. SMITH:**

20 Q Do you recognize that document, Mr. Newnam?

21 A I do.

22 Q Can you tell the jury what it is, please?

23 A This is an affidavit from Jimmy
24 Higginbotham about this case.

25 Q And when did you get this affidavit from

1 Mr. Higginbotham?

2 **A** The 30th of August of 2017.

3 **Q** Do you recall that day?

4 **A** I believe that was the day that we had
5 depositions, which is when they come to -- you guys
6 interviewed them prior to trial. This was the day
7 that he was there, and Chris Powell, our former CEO,
8 was there, as well, giving his deposition.

9 **Q** And let me point you down to Paragraph
10 Number 5. Do you see that paragraph, Mr. Newnam?

11 **A** I do.

12 **Q** And is this what you are relying on when
13 you keep claiming my client defamed Encore?

14 **A** This is one of the things, yes.

15 **Q** What else are you relying on?

16 **A** There are e-mails where Mike Fraser is
17 communicating that he felt we didn't treat him
18 appropriately.

19 **Q** Mike Fraser is who?

20 **A** Mike Fraser works at Leon County Schools.

21 **Q** So you are telling the jury that there's
22 e-mails where Mike Fraser isn't happy with Encore?

23 **A** Based off facts that aren't true, yes, that
24 he could have only gotten from the defendant.

25 **Q** Are you telling the jury that Mike Fraser

1 at Leon County was not happy with Encore?

2 **A** Based off what he understood from your
3 client, yes.

4 **Q** Okay. Well, let's -- now, why did Encore
5 get this affidavit?

6 **A** Why did we get the affidavit?

7 **Q** Yes.

8 **A** I think it was time -- I don't recall
9 exactly, but I know it's been a long legal process
10 where Clear Touch has protested pretty much
11 everything we've requested and done. And so,
12 honestly, I think we probably prepared this in
13 conjunction with some part of the process. I don't
14 recall exactly why.

15 **Q** Didn't y'all submit this in support of an
16 opposition motion?

17 **MR. ENGLISH:** Objection. Irrelevant.

18 **THE COURT:** Sustained.

19 **BY MR. SMITH:**

20 **Q** Does it not clearly say that Mike Fraser
21 with Leon County was upset with Encore and reached
22 out to Clear-Touch to ask about purchasing from Clear
23 Touch directly?

24 **A** It says, yes, that.

25 **Q** According to Jimmy Higginbotham, Leon

1 County didn't want to work with you anymore.

2 **A** Mr. Higginbotham, yes. Mr. Higginbotham
3 said -- but he further says, "Trask further told me
4 that Clear Touch would sell directly to Leon and he
5 would directly be involved in such sales."

6 **Q** I believe you answered my question, "yes"?

7 **A** Yes.

8 **Q** And you want the jury to give you money
9 from sales to a customer that doesn't want to do
10 business with you?

11 **A** When Jimmy left to go to Clear Touch and we
12 facilitated that transition in an effort to work
13 together and grow the business. And when I kept Jimmy
14 on for an additional six months, six weeks because
15 Keone asked me to, the clear understanding is that we
16 were keeping our pipeline. If we have worked with any
17 vendor where we were 90-plus percent of their revenue
18 and we had a customer issue, they would have worked
19 for us -- they would have worked with us for us to
20 make money off that customer. Keone chose to take it
21 to himself directly because he was greedy. Does that
22 answer?

23 **Q** You have no idea what other vendors would
24 do, you're just speculating again, aren't you,
25 Mr. Newnam?

1 **A** No, I'm not speculating. We go to market
2 all the time with other vendors. Every once in a
3 while, we have someone where we have a customer buy
4 direct or compete with us through another VAR. We
5 call them and we have a discussion. In this case,
6 Mr. Trask probably thought we wouldn't find out about
7 it so he took it direct.

8 **Q** And I want you to look at what's been
9 marked as Defendant's 29, please. Let me know when
10 you're there. I believe it's already been stipulated
11 to, previously.

12 **A** Yes.

13 **Q** Do you recognize that e-mail, Mr. Newnam?

14 **A** I do.

15 **Q** It's an e-mail from Mr. Higginbotham?

16 **A** Yes.

17 **Q** This is after Clear Touch had fired
18 Mr. Higginbotham, right?

19 **A** Yeah, over a year later.

20 **Q** And is he sending to you information about
21 my client's retirement account?

22 **A** Yes.

23 **Q** And what's he telling you?

24 **A** Jimmy just says, "I did an open Google
25 search on Keone, and this came up. It's certainly

1 worth checking out, as there might be a bunch of
2 hidden money here," and he attached a link that
3 showed the Clear Touch Interactive retirement plan.

4 Q And he knew this litigation was ongoing,
5 obviously, at that time?

6 A Absolutely.

7 Q Flip one page, Mr. Newnam, please and look
8 at what's been marked as Defendant's 30. Do you
9 recognize this e-mail?

10 A Yes.

11 Q That's another one from Mr. Higginbotham,
12 isn't it?

13 A Yes.

14 Q And he's done some more searches trying to
15 look for my client's assets to send to you; is that
16 correct?

17 A Yes.

18 Q And again, he knows this litigation is
19 going on?

20 A Absolutely.

21 Q He's trying to tell you where you can
22 possibly get money?

23 A Yes.

24 Q Pull up 31.

25 You can flip over. We're going to pull up

1 what's been marked as Defendant's 31. And do you
2 recognize this e-mail, Mr. Trask -- Mr. Newnam?

3 **A** Yes.

4 **Q** It's another one from our friend Jimmy
5 Higginbotham, isn't it?

6 **A** It is, yes.

7 **Q** And it's yet, another e-mail about another
8 potential place where you can get money from my
9 client; isn't that right?

10 **A** Yes.

11 **Q** So you're relying on Mr. Higginbotham, a
12 disgruntled employee, sending you information about
13 my client's assets to tell you my client said
14 something bad to Leon County?

15 **A** No. Jimmy sending me this information has
16 nothing to do with that. Jimmy telling me what he
17 heard and putting it in an affidavit, so what he's
18 done is found some products or just to find out that
19 they have a real estate portfolio, which they had
20 already told me about. I don't see the conflict --

21 **Q** Didn't mean to interrupt you.

22 **A** -- sure. I don't see a conflict between
23 those two things.

24 **Q** And you testified earlier Mr. Higginbotham
25 had a non-compete, right?

1 **A** Yes.

2 **Q** And he was involved in these sales to Leon
3 County and other customers or former customers of
4 Encore; is that correct?

5 **A** He was.

6 **Q** And you haven't sued him, have you?

7 **A** I have not.

8 **Q** He gave you favorable testimony, didn't he?

9 **A** I've not sued Mr. Higginbotham; I've sued
10 Keone for what he's done. I have dozens of employees
11 that have left before that I have not tried to
12 enforce their non-competes on. In this case, there's
13 no correlation between me not suing Jimmy and the
14 Leon County Schools. The sales were made direct and
15 handled by Keone and he got the profits from them.

16 **Q** Was Leon County a longtime customer of
17 Mr. Higginbotham that he brought into Encore?

18 **A** Yes. Mr. Higginbotham came to us from
19 another reseller that had gone bankrupt. He had no
20 obligations for non-competes or other things and
21 joined us and spent his time marketing for Leon and
22 others, and so it was an Encore customer.

23 **Q** Do you recall in your deposition, I asked
24 you about what defamatory statements you claim my
25 client made; you listed three?

1 **A** I recall some of those, yes.

2 **Q** And you recall that this alleged statement
3 was not one of those?

4 **A** About Leon County?

5 **Q** Yes.

6 **A** I do not recall that.

7 **Q** No, you have a tortious interference claim
8 against Clear Touch in this case; is that correct?

9 **A** Yes.

10 **Q** And that claim is one where Encore is Clear
11 Touch interfered with certain customer contracts; is
12 that right?

13 **A** Certain customers, yes.

14 **Q** Certain customers or customers' contracts?

15 **A** I don't know what you mean by customer
16 contract. We didn't have a contract with Leon County
17 Schools.

18 **Q** So you -- you didn't have a contract with
19 Leon County to be their exclusive reseller or the
20 reseller at all, did you?

21 **A** No, that's not a contract that most people
22 have. We do have one purchasing arrangement in
23 Virginia for Virginia Beach City Schools, which is a
24 five-year arrangement where we're a source to them,
25 but that's unusual. Normally, we have ongoing

1 customer relationships and they buy from us.

2 Q You testified earlier that October of 2014,
3 Mr. Trask disclosed that he owned Clear Touch to you;
4 is that correct?

5 A He disclosed to me that he recently
6 acquired an interest, yes.

7 Q At the time, did you ask to invest in his
8 business?

9 A At the time -- at that meeting, I said to
10 Keone, "You know, I know what it's like to start a
11 business. My wife has started one. My parents have
12 started one.

13 "You know, we're dealing with Encore. Do
14 you want to discuss how to finance and grow the
15 business or discuss that?

16 "I'd be happy to talk. Yes."

17 Q You offered some, what I call, helpful ---

18 A Yeah.

19 Q --- advice?

20 A Getting together and talk about -- yes.

21 Q But you didn't ask to invest in the
22 business, did you?

23 A I don't recall if I said directly invest,
24 but I said certainly we can talk about financing your
25 business and how to get that done. I would have been

1 happy to talk about it.

2 **Q** I'm asking you, at the time he disclosed
3 it, did you, Mr. Newnam, say, "I would like to invest
4 in your company"?

5 **A** I did not use that sentence. I said,
6 "Keone, that looks like a start. I'd be happy to talk
7 to you about how to grow your business." And I
8 probably would have intimated, if not, said directly
9 that I would be willing to potentially consider
10 putting money in, but I don't recall exactly what I
11 said.

12 **Q** Did you tell Mr. Trask at the time that you
13 thought the business was rightfully Encore's?

14 **A** No. I didn't know that he owned it from the
15 beginning.

16 **Q** And y'all were selling Clear Touch product,
17 correct?

18 **A** Sure. We'd already invested two years into
19 trying to build the Clear Touch brand. We worked hard
20 to educate our sales force. I had frustrated my other
21 supplier, Promethean, by doing as much as I did with
22 Clear Touch. In the normal course of business, bad
23 things can happen to you and you keep going. That's
24 what we did. The fact that -- the fact that Mr. Trask
25 had recently acquired an interest did not create some

1 conflict for me that led me to believe I needed to
2 stop doing work with Clear Touch. He's a smart,
3 talented guy. I thought, okay, hopefully, it would
4 keep building and helping Encore.

5 **Q** Because selling Clear Touch panels helped
6 Encore, right?

7 **A** We had invested a lot of money and effort
8 to build that out. We did not make much money on
9 them, no, but we did make some gross margin on it.
10 But when you include all the cost we had, we probably
11 didn't make much money, particularly in the
12 beginning.

13 **Q** I didn't hear the last part of what you
14 said.

15 **A** Particularly in the beginning. Our first
16 number of deals that we took down, we took down a
17 three, four, five percent gross margin, which was
18 tiny. We called Clear Touch to ask, "We have a
19 bloodbath here. We need some help from the
20 manufacturer."

21 Normally, you would expect to make 20, 30,
22 40 percent on a new product like this. I didn't
23 understand why, but now I do. We called Clear Touch
24 and said, "Can you help us on this one deal?" and
25 they told us no because Keone knew that we would take

1 the deal. He was the one essentially on the other end
2 of the phone telling us they wouldn't give us
3 additional margin.

4 Other product suppliers normally help us in
5 these processes. Particularly, start-up businesses,
6 when they're trying to get initial revenue and
7 initial customers, and it's their first large bunch
8 of sales, they'll do anything they can to get going.
9 It's hard to develop revenue to start a business.

10 Q Encore was a new business in 2013 too,
11 wasn't it?

12 A No. It was a new business entity that we
13 acquired, you know, customers, suppliers, 100
14 employees and an existing book of business, so it was
15 not a start-up.

16 Q Is Encore a new brand on the market?

17 A It was a new corporate entity, yes.

18 Q Is it a company that people had not heard
19 of?

20 A Yes.

21 Q So you had to establish that brand in the
22 market as you do with all new brands in the market,
23 correct?

24 A No. This was much easier. Encore Technology
25 Group is the new name for what used to be the CSI

1 technology division. That's very clear.

2 Q And tell the jury about your history in
3 investing and owning other technology businesses.

4 A Say that again. You want me to tell my
5 history as an investment banker and private equity
6 guy?

7 Q No, I want you to tell the jury if you ever
8 bought a technology business before.

9 A Sure.

10 Q You personally.

11 A Me personally?

12 Q Yes.

13 A No. This was my -- when I left investment
14 and private equity business, and while I was in
15 private equity, I bought a number of technology
16 businesses with investors' money, and I was involved
17 in that. When I took those savings, this was the
18 company that I bought, to try to make the next stage
19 in my career.

20 Q I didn't mean to cut you off.

21 A Sure.

22 Q So you had no experience in actually owning
23 and running a technology business, until you bought
24 Encore?

25 A No. In my role as a private equity guy, we

1 bought a number of technology businesses. I said my
2 job was to buy them, sit on the board, help grow them
3 and then sell them. So I was involved with technology
4 businesses before. And I watched different businesses
5 do well and not well and have different pieces within
6 business. Sometimes you made a lot of money; and some
7 things you thought were going to do really well,
8 didn't; and some things you didn't think would go
9 well, did.

10 Q Business is a risk, obviously. Would you
11 agree with that?

12 A Yeah, business has risk to it.

13 Q Do you recall, in your deposition,
14 testifying that Clear Touch was a -- excuse me --
15 Encore was aware Clear Touch was selling to other
16 resellers in early 2015?

17 A I -- yes, I testified that I thought we
18 were aware that they had begun selling early in 2015.

19 Q I believe you told us a little bit about
20 this earlier. Excuse me if it's just a little bit of
21 a rehash.

22 A Sure.

23 Q Did Encore do anything about it?

24 A No. We did not take any legal action, no.

25 Q You continued to sell the Clear Touch

1 product?

2 **A** Yes.

3 **Q** Then Mr. -- when did Mr. Higginbotham
4 contact you?

5 **A** In August of 2015.

6 **Q** Then, at that time, after you did the
7 diligence, you discussed with their law firm, tell me
8 what Encore did to try to become a manufacturer of
9 panel products.

10 **A** At the time, I didn't understand the
11 opportunity that was out there to buy. Mr. Trask
12 hadn't told me about it. At the time we made the
13 decision to terminate with him, we moved to one of
14 his competitors that we were aware of in the market.

15 **Q** Encore positioned -- you signed to take
16 Clear Touch's place, right?

17 **A** Yes.

18 **Q** And you signed -- was it, again, going to
19 have the same type of relationship that Clear Touch
20 had with Encore, as far as it's manufacture and
21 supply of panel products; is that right?

22 **A** ViewSonic is a very large distributor. They
23 have a wide range of products. Yes, we were working
24 with them.

25 **Q** Did anyone at Encore look into becoming a

1 manufacturer of panel products at that time?

2 **A** We did not.

3 **Q** So y'all kept on with the same business
4 model you've had?

5 **A** I wouldn't call it "kept on with the same
6 business model." I wasn't aware that we could have
7 done that. I think that there were manufacturers out
8 there that may have come and spoken with us, but I
9 think Mr. Trask probably, at least, talked to CVTE
10 about not talking to us directly, and they were
11 talking to other vendors, just like us.

12 **Q** You don't know that, do you?

13 **A** I don't know that.

14 **Q** You're just speculating?

15 **A** CVTE didn't answer our subpoena, so I don't
16 have the e-mails. There's not e-mail communications
17 from Mr. Trask.

18 **Q** You don't know that at all; you're just
19 saying that?

20 **A** Yes.

21 **Q** Do you recall when I asked you in your
22 deposition why you filed this lawsuit?

23 **A** Yes.

24 **Q** Do you recall telling me the primary reason
25 for filing the suits, that you found out Mr. Trask

1 had an ownership interest in Clear Touch before and
2 during his employment with Encore?

3 **A** Something along those lines, yes.

4 **Q** So it wasn't a pure business decision, was
5 it?

6 **A** No, actually us terminating and moving on
7 to other suppliers was tumultuous to my business.
8 After you spent a couple of years trying to build a
9 product line represented in the market and hurt my
10 relationship with Promethean, which was the other
11 manufacturer we represented at the time, for me to
12 make this decision actually hurt my business. But I
13 made the decision because I'm not going to work with
14 someone who's dishonest and deceitful.

15 **Q** Clear Touch provided you good products that
16 the customers wanted?

17 **A** The customer -- the products were very good
18 products.

19 **Q** I believe y'all replaced it with ViewSonic
20 because it's made in the same factory; is that
21 correct?

22 **A** It's essentially exactly the same product.

23 **Q** One second. I want to look at my notes.

24 **A** Sure.

25 **Q** Look at Plaintiff's -- up there, Mr. Newnam

1 -- Number 5. Let me know when you are there.

2 **A** Yes, sir. Number 5.

3 **Q** You got there before we did.

4 **A** Analog technology.

5 **Q** I think it's the lawyers.

6 You discussed this spreadsheet --
7 comparison spreadsheet with Mr. English, right?

8 **A** Yes.

9 **Q** And you testified that Mr. Trask took part
10 in preparing this?

11 **A** Yes. I tasked Mr. Trask with preparing
12 this.

13 **Q** And who sent it to you?

14 **A** Mr. Gallant.

15 **Q** And Mr. Gallant comes in here and testifies
16 that he prepared it with no input from Mr. Trask;
17 would that be more correct on who prepared this?

18 **MR. ENGLISH:** Objection, pitting.

19 **THE COURT:** Sustained.

20 **BY MR. SMITH:**

21 **Q** It's just your belief Mr. Trask had a hand
22 in preparing this?

23 **A** I tasked Mr. Trask with doing this. He said
24 he was going to use Leo to help him. Mr. Trask was
25 copied on the e-mails when I got this.

1 **Q** Would he be copied on the e-mails as one of
2 your, as you said, senior-level employees?

3 **A** No, because this was the business that he
4 was charged with leading and running for us, that's
5 why he was on it. I asked him for the intellectual
6 input on this.

7 **Q** Earlier --

8 **A** And then -- and subsequent to that, when he
9 reported on this verbally, he and Mr. Gallant,
10 Mr. Trask was part of that discussion, he recommended
11 Clear Touch again.

12 **Q** You testified earlier that, I believe it
13 was 30 percent of your sales force was working on
14 Clear Touch; is that correct?

15 **A** No, what I said -- what I was trying to
16 say, we had about 12 or 14 salespeople out in the
17 field. A lot of our business was to sell classroom
18 technology. Each of our sales force is regionally
19 based. So we have a guy in Virginia, two or three in
20 North Carolina, four or five in South Carolina,
21 Georgia, Florida, etc., and their job was to go out
22 and sell the range of products that we sell. What I
23 said is we had three or -- we had -- all of our
24 employees are supposed to be out there selling our
25 classroom technologies, and Clear Touch was a big

1 push for us to try to get out into the market as a
2 new technology. What I said was many of our employees
3 probably spent 20 or 30 percent of their time trying
4 to benefit, trying to sell Clear Touch. But I was not
5 including that activity in my claim.

6 **Q** Why would you have 20 or 30 percent -- how
7 big was your sales force, first of all?

8 **A** 12 or 14 outside salespeople who were
9 supposed to call on customers. And then maybe another
10 four to six inside salespeople who were basically
11 people that support that sales activity.

12 **Q** Why would you have 30 percent of your sales
13 force working on something that's five percent of
14 your overall business?

15 **A** Well, first of all, I didn't say 30 percent
16 of the sales force. I said 20 to 30 percent of their
17 time. And what you have to remember is the reason it
18 was only five percent of our business is because it
19 was a new product line. And so when it comes out, it
20 takes time to grow. So we had a demo unit in April of
21 2013, and then we didn't sell our first product until
22 late that year or early the next year. It takes a
23 long time to build this pipeline, which we invested
24 heavily in.

25 So they were out there. And so in the

1 course of them talking to the IT directors at the
2 school systems, it takes a long time to get those
3 sales and build that pipeline. So the fact that my
4 sales was only five percent is not indicative of how
5 much time they were spending to get here and develop
6 it.

7 When you go to a trade show, what's in that
8 booth is essentially classroom technology businesses.
9 No one wants to look at a server. They want to see a
10 board. And there's teachers and IT directors and
11 principals walking around. And that's what we were
12 doing is trying to sell to them.

13 **Q** Do you recall testifying that as of your
14 business model today, it's still not five percent of
15 your overall business?

16 **A** That's probably right.

17 **Q** So that answer you just gave, the growth
18 and the pipeline, the amount and portion of the
19 business that -- that your business represented about
20 panels has remained unchanged, hasn't it?

21 **A** Sure. But as we went through in that other
22 exhibit, a lot of those sales went to Keone at Clear
23 Touch. Leon County, other sellers, other resellers
24 came into my market. He put competitors into my
25 market. When I had the exclusive territory, he put

1 them in and helped take sales away from us. And we
2 weren't making as much money on this product because
3 we were buying it from Clear Touch and we didn't have
4 the margins and the sale force. We were out pushing
5 it, but I wish it -- I wish it was -- I wish all of
6 my business were growing faster and better. Clearly,
7 there was a lot of growth in this market. It just
8 didn't go to Encore; it went over to Clear Touch.

9 Q You said you had the exclusive market.
10 Didn't y'all sell Promethean panels, as well?

11 A We did.

12 Q And you started selling that when?

13 A In -- we've been representing Promethean
14 for 15 or 20 years at CSI and then Encore. I don't
15 remember when their panel first came to market. But I
16 want to say as they came in, it was in late 2014,
17 probably.

18 Q You started selling them about when it came
19 out in late 2014; is that fair?

20 A We intended to sell a Promethean panel the
21 entire time. Promethean was one of our -- probably
22 our second-largest vendor over the previous two or
23 three years. So we were going to continue to sell
24 Promethean products, yes.

25 Q Will you flip to Plaintiff's 3 for me,

1 Mr. Newnam? I'm going to pull it up here real quick.

2 All right. I'm going to direct your attention to --

3 **A** My book or your book? Sorry.

4 **Q** Oh, yes. You're in there. Plaintiff's. I
5 probably did not speak loud enough. It's getting late
6 in the day.

7 **A** Yes.

8 **Q** Okay. You there?

9 **A** Yes.

10 **Q** You see section 2.6?

11 **A** I do.

12 **Q** In that agreement, the "Company" is whom?

13 **A** The Company is Clear Touch in this
14 arrangement -- in this agreement.

15 **Q** And the "Reseller" is Encore?

16 **A** Yes.

17 **Q** What's this provision obligating Encore to
18 do?

19 **A** This provision is drafted -- it says,
20 "During the term as the Agreement, Company will be
21 the exclusive provider of interactive -- sorry --
22 integrated and interactive displays to Reseller.
23 Reseller will not sell, offer for sale, or solicit
24 sales of products for any IID manufacturer other than
25 the Company. For this term of the Agreement, Company

1 will be the sole supplier to Reseller."

2 Q Thank you, Mr. Newnam. Now, when we started
3 today, I asked you how you paid for the company. You
4 ended up putting in a total of 4.5 million, right?

5 A Plus, there were some losses where I had to
6 borrow additional monies that I'll have to pay back.

7 Q I'm going to talk about Encore's yearly
8 revenue, okay?

9 A Sure.

10 Q You discussed these in your deposition, if
11 you recall. In 2013, do you recall about how much
12 revenue you testified Encore generated?

13 MR. ENGLISH: Objection to relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I don't recall what I said.

16 BY MR. SMITH:

17 Q Would 25 to 30 million sound right?

18 A Yes.

19 Q Do you recall what the approximate net
20 profit of Encore, in 2013, was?

21 A I think we lost a little over \$1 million.

22 Q Can you explain to the jury some --
23 obviously, we're speaking business -- what net profit
24 versus gross profit means?

25 A Sure. Gross profit is when you buy a

1 product, say, a book for \$10 and then you sell it to
2 someone for \$12, you make \$2 on the book. Then when
3 you then incur all the other expenses, SGNA, your
4 cost of your CFO, the cost of your sales force, the
5 cost of paying for healthcare, labor, etc., when all
6 of those costs are incurred, you get down to the
7 bottom in what is called net income after all the
8 expenses associated with the business, including rent
9 and some other things.

10 Q Thank you. Just wanted to make sure we're
11 on the same page there. So you've got a net profit of
12 about a negative million, right?

13 A Yes.

14 Q And do you recall testifying that the
15 classroom technology portion of your business, you
16 recall as positive that year?

17 A Had a positive growth gross profit.

18 Q And you recall telling me you didn't have a
19 breakdown -- breakout to see exactly what the net
20 profit of the classroom technology portion of your
21 business was?

22 A We did not allocate all the way down for
23 the SGNA and the cost of rent and stuff to the
24 individual product lines.

25 Q So the panels are making up a slither of

1 this overall classroom tech product offering; is that
2 correct?

3 **A** Yes.

4 **Q** Tell me what other products are in that
5 suite of products.

6 **A** In our classroom business, there would be
7 Promethean boards, projectors, like this device here,
8 audio systems, which would be like speakers in a
9 classroom. It would include anything that's basically
10 within the classroom that the kids use to learn from
11 that are devices.

12 **Q** Thank you. In 2014, do you recall
13 testifying the revenue, overall revenue of the
14 company was approximately 32- to 33 million?

15 **A** Yes.

16 **Q** And what was the approximate net profit, in
17 2014, of Encore?

18 **A** In that year, I think it was zero to
19 slightly positive.

20 **Q** What would you --

21 **A** I would guess maybe \$100,000.

22 **Q** So overall, the company, in 2014, made
23 about \$100,000; is that fair?

24 **A** Something like that.

25 **Q** Do you recall testifying in 2015 the annual

1 revenue of the company was essentially \$30 million?

2 **A** Yes.

3 **Q** And do you recall testifying that the net
4 profit of the company in 2015 was approximately
5 \$300,000?

6 **A** It might've been 500,000, but it was in
7 that \$300- to \$500,000-range. That's what I recall.

8 **Q** So the end of 2015, you're still negative?

9 **A** On a total -- from the time I bought the
10 business through that time, yes.

11 **Q** Then, in 2016, you testified, you recall,
12 the annual revenue of Encore was about \$25 million?

13 **MR. ENGLISH:** Objection to relevance.

14 **THE COURT:** Overruled.

15 **THE WITNESS:** Yeah, something like that.

16 Yes.

17 **BY MR. SMITH:**

18 **Q** And you recall testifying the net profit of
19 the company in 2016 was approximately a negative half
20 \$1 million?

21 **A** It was definitely negative. I can't
22 remember whether I said 500 or whether it's 300, but
23 it's definitely negative, materially.

24 **Q** 3- to 500 range?

25 **A** Something like that.

1 Q Loss?

2 A Yes.

3 Q And do you recall testifying that Encore,
4 this year -- I know we're not done -- but this year,
5 you're still losing money?

6 A Yes.

7 Q And I believe your testimony was you'd be
8 lucky if you break even this year?

9 A Yes.

10 Q So overall, how much money have you lost on
11 Encore?

12 A Several million dollars.

13 Q And altogether, the net would be
14 approximately a million bucks, just from the sales,
15 not counting your own investment?

16 A I don't understand the question. Ask it
17 again.

18 Q Probably wasn't great. We know what you
19 personally put in, and you're still out that money,
20 \$4.5 million, correct?

21 A Yes.

22 Q And then how much has the business lost in
23 revenues over the years you have owned it,
24 collectively?

25 A Oh, I'm sorry. You're asking by virtue of

1 the business shrinking, how much dollar value has
2 come down the revenue line? Probably, in total, over
3 the three-and-a-half-year period, total revenues are
4 down, over the entire time frame, probably \$25
5 million.

6 Q And the net impact of that is about what?

7 A Each year, that would be worth -- since
8 most of it is coming from our products, that's
9 probably -- is what keeps us -- \$1 million a year.

10 Q You testified earlier that you have to
11 build up the sales pipeline, correct, during the
12 course of the year, and you usually see the return on
13 that pipeline the following year?

14 A Depends -- it depends on the business.

15 Q Sure. But we're talking about this business
16 that you testified earlier today?

17 A Sure. When you're out marketing for pretty
18 much any opportunity, the sales don't happen just
19 tomorrow. It takes a while to cultivate the
20 customers, particularly when it's a new technology
21 with a new brand that no one knows of, yes.

22 Q Your testimony just now, the only
23 profitable years you had were 2014 and 2015; is that
24 fair?

25 A Yes.

1 **Q** You sold Clear Touch product, 2014 and
2 2015, correct?

3 **A** Yes.

4 **Q** Encore hasn't made a profit since it
5 stopped selling Clear Touch products; is that
6 correct?

7 **A** That is correct, but that's not because of
8 the Clear Touch product that we're not making a
9 profit.

10 **Q** But you want the jury to believe that this
11 product that made up a little bit of your business
12 hurt you substantially?

13 **A** Absolutely. What I would say, as I said
14 earlier, you go to look at any business, there are
15 businesses that ebb and flow, particularly school
16 systems. When they are building new schools or
17 refurbishing old ones, etc., it takes years to cultivate
18 up the opportunity. There are different parts of your
19 business that make money or lose money in different
20 time frames.

21 One of the things we did when Mr. Trask was
22 with us was we hired some new employees and we tried
23 to go into Virginia, Georgia, and Florida,
24 specifically, hiring people who were Clear Touch
25 apostles. We continued to try to stay in those

1 territories and grow. Some of our stuff got pushed
2 out -- there's some federal programs. Some of our
3 stuff got pushed out for other North Carolina-based
4 programs. But it takes -- we didn't make much money
5 on the Clear Touch products, as much as we should
6 have. In fact, that would've been very profitable one
7 year -- if we had had the Leon County sales and had
8 been able to buy directly from this manufacturer, my
9 business would look very different, yes.

10 If you look at a company, like I said,
11 earlier, a McDonald's, everyone knows that they don't
12 make much money on hamburgers; they make it on the
13 fries and the drinks. In this case, there's different
14 parts of our business that make different monies at
15 different times when this opportunity was taken from
16 us.

17 **Q** Plaintiff 68. The same notebook that you've
18 got there, Mr. Newnam. It's y'all's Exhibit 68, I
19 believe.

20 **THE COURT:** What number was that?

21 **MR. SMITH:** 68, Your Honor.

22 **BY MR. SMITH:**

23 **Q** Now, earlier -- you recognize this
24 document, Mr. Newnam?

25 **A** Yes.

1 **Q** And this is the offering memo of that y'all
2 discussed earlier?

3 **A** Yes.

4 **Q** And when did you say you felt this came
5 out?

6 **A** I thought it came out in Q2 of 2014. It's
7 my -- it's been a long time since I read the e-mail
8 that this was associated with.

9 **Q** There's an e-mail somewhere forwarding this
10 along. We can tell where it actually was sent around,
11 correct?

12 **A** I believe so.

13 **Q** We say Q2, again, what time frame are we
14 talking about?

15 **A** May, June of 2014.

16 **Q** That's the time after Mr. Trask no longer
17 worked for you, correct?

18 **A** I'm assuming, yes. I don't believe this was
19 prepared and distributed prior to him leaving Encore,
20 if that's the question, but I don't recall.

21 **Q** Look at Plaintiff's 2 for me, please,
22 Mr. Newnam. Plaintiff's 2. Plaintiff's. It's a -- I
23 know it's a lot.

24 **A** This is the non-disclosure/solicitation.

25 **Q** It is. Yes. We're going to go down and look

1 at the business opportunity clause at the bottom of
2 Page 2.

3 **A** Yes.

4 **Q** I believe you read that in to the jury
5 earlier. What are the first few words of that?

6 **A** "During the term of this agreement."

7 **Q** Do you recall, in your deposition, agreeing
8 with me that the term of that agreement was the term
9 of Mr. Trask's employment with Encore?

10 **A** Correct. This provision does not have the
11 one-year restricted period that the other provisions
12 did.

13 **Q** So at that point, Mr. Trask is sending out
14 that memo that we just looked at, he was under no
15 obligation, at all, to present you that opportunity,
16 was he?

17 **A** No. But that's not what I'm claiming is a
18 violation of this agreement.

19 **Q** If you would, look at Plaintiff's 7 for me,
20 please.

21 **A** Yes.

22 **Q** You're faster. This is the -- what is this?

23 **A** This is the summary income statement of
24 Encore's performance from February of 2013, when we
25 started as a company, through the end of April 2014.

1 **Q** Again, I am kind of a novice doing this, so
2 I'm trying to make it smaller,

3 **A** Sure.

4 **Q** So this is just your overall P&L, profit
5 and loss sheet from the time Mr. Trask worked for the
6 company?

7 **A** Yes.

8 **Q** Show me where it breaks out the interactive
9 payment of sales and the impact it had on your
10 company?

11 **A** That level of detail is not on this page.

12 **Q** And have you offered up any other P&L's
13 from other time frames?

14 **A** I don't recall what we discovered -- what
15 we've produced, but I think not because the
16 discussion was, since it was such a small piece of
17 our business that it didn't merit handing out a lot
18 of financial details. Mr. Trask -- Mr. Trask was with
19 us for 14 months as one of the senior execs and sat
20 in monthly meetings when we went over the financial
21 performance. He's familiar with it.

22 **Q** You want the jury to believe that five
23 percent of your business caused you to lose \$1.4
24 million at the time that Mr. Trask worked for you?

25 **A** No, I didn't -- I did not claim that five

1 percent of my business caused me to lose that amount
2 of money. What I said was, we invested, through the
3 sales cost and the other SGNAs, a lot of money,
4 including the three employees that we talked about
5 where Mr. Trask was directing them. And I was
6 essentially the venture capitalist for this business,
7 funding it as a start-up. What I said was that that
8 opportunity was ours. We made low margins on the
9 gross margin line because Mr. Trask chose to keep --
10 of the -- when he'd sell a panel, we used to make
11 \$250 to \$400 per panel; he was making 1500. When you
12 look over the same time frame, his -- he had no
13 expenses. We essentially paid for everything. He had
14 no SGNA. He had nothing. We bought the demo. It was
15 our business.

16 **Q** Encore paid my client for these panel
17 products?

18 **A** We did buy the panel products from Clear
19 Touch, yes.

20 **Q** And you got these from them and you paid
21 for them, didn't you?

22 **A** Yes, we paid Mr. Trask for the panels.

23 **Q** Today, you pay ViewSonic for these panels,
24 right?

25 **A** Yes.

1 **Q** And they'd give them to you when you'd pay
2 for them, correct?

3 **A** They do. They didn't work for me, to tell
4 me where I could have bought them.

5 **Q** Tell me what other interactive panels were
6 on the market when Mr. Trask first bought Clear Touch
7 to Encore?

8 **A** I know that there were a handful of other
9 suppliers out there. I don't know all of them because
10 it was Mr. Trask's responsibility to bring them up.
11 He told us we should go with Clear Touch so I don't
12 recall.

13 **MR. SMITH:** If we could have, maybe, a
14 five-minute recess, Your Honor, I think we can
15 wrap up, if that's okay.

16 **THE COURT:** All right.

17 **MR. SMITH:** I know it's at the end of the
18 day. I mean, I just need to --

19 **THE COURT:** Yeah, I would like to finish
20 this witness today.

21 Okay. Ladies and Gentlemen of the jury, if
22 you would take about five minutes and then we'll
23 bring you back here. We'll be done, at the very
24 latest, by 5:30.

25 I'm sure you -- and I don't think you'll be

1 that long.

2 **MR. SMITH:** No, Your Honor. This will be
3 really quick.

4 **THE COURT:** All right.

5 **MR. SMITH:** Thank you.

6 (Jury exits at approximately 5:10 p.m.)

7 (The Court goes off the record at approximately
8 5:10 p.m.)

9 (The Court goes on the record at approximately
10 5:17 p.m.)

11 **THE COURT:** All right. You ready?

12 **MR. SMITH:** Yes, Your Honor. It will be
13 very, very quick. I appreciate it.

14 **THE COURT:** You have everybody with you,
15 Mr. English?

16 **MR. ENGLISH:** Yes, Your Honor.

17 **THE COURT:** All right. Would you bring
18 the jury in, please.

19 (Jury enters at approximately 5:18 p.m.)

20 **THE COURT:** Be seated please.

21 **MR. SMITH:** Thank you, Your Honor.

22 **BY MR. SMITH:**

23 **Q** A few quick questions, Mr. Newnam, and
24 we'll wrap it up. Okay?

25 **A** Sure.

1 **Q** Your defamation claim is a claim that
2 Mr. Trask told Leon County that Encore diverted
3 panels that they didn't order; is that correct?

4 **A** That was part of the claim, yes.

5 **Q** Didn't, in fact, Encore divert panels that
6 Leon County ordered, to another customer?

7 **A** No.

8 **Q** Are you sure?

9 **A** Yes.

10 **Q** Also, did Encore not benefit from the sales
11 pipeline established through the sales of Clear Touch
12 through the years as different customers came in and
13 wanted the product?

14 **A** We made some gross margin. It was
15 inordinately low but yes, we made some gross profit
16 dollars. But as I said before, just because we have a
17 little bit of benefit doesn't mean the relationship
18 is appropriate.

19 **Q** Did you develop customers and contacts
20 through your sales of Clear Touch products over the
21 years?

22 **A** I don't know how to answer that directly.
23 We have salespeople that are in territories, and
24 they're calling on school systems. So Leon County
25 would be an example. We had really only sold them

1 Clear Touch product, and we've not sold them anything
2 since.

3 Q Did you develop customers and sales
4 pipelines through your sales of Clear Touch products?

5 A A little bit, but not much. Most of them
6 were for existing customer relationships of ours. So
7 we were selling the product. We didn't show them
8 Promethean product or anything else. They weren't
9 de novo, new relationships that were built because of
10 Clear Touch, that I can think of right now.

11 Q Would someone over your sales force have a
12 better idea to answer the question?

13 A David Masters might. But if your question
14 is, did we get new customers because we were selling
15 Clear Touch and developed relationships that would
16 benefit us in the future, I don't think there were
17 many, but he can answer it better.

18 Q I appreciate your time, Mr. Newnam.

19 THE COURT: Redirect.

20 MR. ENGLISH: Thank you. Just a couple of
21 questions.

22 REDIRECT EXAMINATION

23 BY MR. ENGLISH:

24 Q Mr. Newnam, Mr. Smith asked you about
25 Encore's tortious interference with contract claim

1 and referred-to customers. But Encore is claiming
2 that Clear Touch interfered with its contract with
3 Mr. Trask; is that right?

4 **A** Yes.

5 **Q** That's the non-solicitation agreement that
6 Mr. Trask entered with Encore, correct?

7 **A** Yes, that contract.

8 **Q** Now, Mr. Smith asked you to confirm that
9 Encore is not a manufacturer of these panels and has
10 never been a manufacturer, right?

11 **A** Yes.

12 **Q** Clear Touch isn't a manufacturer either, is
13 it?

14 **A** It is not.

15 **Q** The manufacturer of the panel now is CVTE,
16 correct?

17 **A** Yes.

18 **Q** And Mr. Smith asked you if Encore is a VAR,
19 a value-added reseller, does that mean that Encore
20 could not buy directly from CVTE?

21 **A** It does not.

22 **Q** If Mr. Trask had disclosed that the panel
23 was manufactured by CVTE instead of Clear Touch,
24 would Encore have purchased it directly from CVTE at
25 a lower cost?

1 **THE COURT:** Let's not go back over old
2 ground, please, sir.

3 **MR. ENGLISH:** Last question.

4 **BY MR. ENGLISH:**

5 **Q** Yes, sir.

6 **A** Absolutely, yes, we would have brought --

7 **THE COURT:** No, sir.

8 No, sir. Do not answer.

9 When I tell you not to do it, you don't do
10 it.

11 **MR. ENGLISH:** Yes, sir.

12 **THE COURT:** All right. Thank you. That's
13 it for the day.

14 **MR. ENGLISH:** Thank you.

15 **THE COURT:** Please stand down.

16 **THE WITNESS:** Sure.

17 **THE COURT:** Mr. Foreman, Ladies and
18 Gentlemen of the jury, is there any reason why
19 any of our jurors can't be back here at
20 9 o'clock so we can continue testimony in the
21 morning?


22 (No audible response.)

23 Okay. If you would, let me remind you not
24 to speak with anybody about this case, including
25 yourselves. Don't listen to, watch or hear

Certificate of Counsel

The undersigned hereby certifies that the Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

March 6, 2020



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