

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

SECURITIES AND EXCHANGE COMMISSION,	)	
	)	
Plaintiff,	)	
	)	Case No. 4:12-cv-00080-CEJ
v.	)	
	)	
BURTON DOUGLAS MORRISS, et al.,	)	
	)	
Defendants	)	

**DECLARATION OF HANY TEYLOUNI  
IN FURTHER SUPPORT OF CLAIM NO. 20**

1. I am a former employee of Acartha Group, LLC (“Acartha”) and was a non-executive employee of Acartha Technology Partners, LLC (“ATP”), two of the entities in receivership herein.

2. I submit this Declaration in support of my claim (Claim No. 20), which is comprised of deferred salary from August 1, 2008 to April 15, 2010, and in response to the Court’s Order, dated July 20, 2016 (Dkt. 472)

3. While employed by Acartha and ATP, my primary roles were to oversee and manage ATP’s internal technology infrastructure (e.g., ensuring that ATP’s telephone and email systems were functioning), and conduct due diligence on the technological aspects of companies in which Acartha Group, LLC (“Acartha”) or one of its subsidiary entities was considering investing. I had no knowledge of the fraud alleged in the SEC Complaint against Doug Morriss and had almost no involvement with potential investors. When I resigned as an employee of ATP in 2010, I understood that ATP was obligated to pay my deferred salary.

4. In support of my claim, I submitted a copy of my employment agreement with Acartha, a copy of my 2008 and 2009 W-2 forms, a copy of the final pay stub I received before

my employment was terminated, and emails between me and Dixon Brown, the former Chief Administrative Officer of Acartha, evidencing the deferral of my salary and the agreement that interest would accrue on my deferred salary. The reliability of these documents as the basis for my claim has never been questioned. Those documents are attached hereto as Exhibits A-G.

5. Below, I explain how the documents contained within the annexed exhibits support my claim for \$9,166.67 per pay period between September 15, 2008 and April 15, 2010.

6. My employment agreement with Acartha provides that my annual base compensation was \$300,000. Ex. A at 1.

7. Beginning with the pay period commencing on September 15, 2008, Acartha was unable to completely fund its payroll and instituted salary deferrals.

8. As evidenced by the October 23, 2008 email from Dixon Brown to me, annexed hereto as Exhibit B, as of October 15, 2008, which is two pay period after salary deferrals at Acartha began, my deferred compensation totaled \$18,333.35, or \$9,166.67 for each of the two pay periods for which compensation had been deferred as of the date of Mr. Brown's email.

9. After October 15, 2008, for the remaining five pay periods of 2008 (one in October and two each in November and December) I accrued deferred compensation in the amount of \$9,166.67 per pay period. This is evidenced by my Form W-2 for 2008, annexed hereto as Exhibit C, which shows my pay for 2008 totaled \$235,833.30, a difference of \$64,166.70 from my annual salary of \$300,000. The difference between my salary and my actual compensation, divided by seven (the number of pay periods in 2008 in which compensation was deferred) results in a quotient of \$9,166.67:

$$\begin{array}{r} \$64,166.70 \text{ (deferred comp. for 2008)} \\ \div \quad \quad \quad 7 \text{ (pay periods)} \\ \hline \$9,166.67 \text{ (deferred comp. per pay period in 2008)} \end{array}$$

10. My compensation also was deferred in the amount of \$9,166.67 for each pay period in 2009.

11. As shown in the copy of my Form W-2 for 2009 annexed hereto as Exhibit D, my pay for 2009 was \$88,984.92. The difference between my pay for 2009 and my annual compensation pursuant to my employment contract (\$300,000) is \$211,015.08, or \$9,174.57 for each of 23 pay periods in 2009. Employing the same calculation as in Paragraph 9 above:

$$\begin{array}{r}
 \$211,015.08 \text{ (deferred comp. for 2009)} \\
 \div \underline{\quad 23 \text{ (pay periods)}} \\
 \$9,174.57 \text{ (deferred comp. per pay period in 2009)}
 \end{array}$$

12. My compensation also was deferred in the amount of \$9,166.67 for each pay period during the time in 2010 when I was employed by Acartha.

13. As shown in the copy of my final pay stub, dated April 15, 2010, annexed hereto as Exhibit E, my pay as of April 15, 2010 totaled \$23,333.31. As of that date, pursuant to my employment contract, my pay should have totaled \$87,500 (\$12,500 per pay period based on compensation of \$300,000), resulting in a deferred compensation totaling \$64,166.69, or \$9,166.67 per pay period from January 1, 2010 to April 15, 2010. Employing the same calculations used in Paragraphs 9 and 11 above:

$$\begin{array}{r}
 \$64,166.69 \text{ (deferred comp. for 1/2010 through 4/15/2010)} \\
 \div \underline{\quad 7 \text{ (pay periods)}} \\
 \$9,166.67 \text{ (deferred comp. per pay period 1/2010 through 4/15/2010)}
 \end{array}$$

14. The total of my deferred compensation from September 2008 through April 15, 2010 is \$339,348.

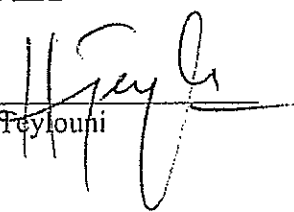
15. It was also agreed that interest would accrue on my deferred compensation, as evidenced by the email from Mr. Brown to me, dated January 28, 2009, a copy of which is annexed as Exhibit F. That email states, *inter alia*:

The amount due you as of 1.15.09 including interest is \$73,610.91. Of that, \$73,333.33<sup>1</sup> is deferred and the balance is interest. The interest accrual is low because it is LIBOR based and that is low and has been in the recent past.

16. The spreadsheet annexed hereto as Exhibit G shows the interest accruals on my deferred compensation and also shows that my deferred compensation, plus interest, totals \$352,532.15.

17. Based on the foregoing, I respectfully request that the Court allow my claim in the full amount of \$352.532.15.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on August 28, 2016.

  
Hany Feylouni

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<sup>1</sup> This email also demonstrates that my deferred compensation was \$9,166.67 per pay period. As of January 15, 2009, my compensation had been deferred eight times:  $\$9,166.67 \times 8 = \$73,333.36$ .

# EXHIBIT A

## ACARTHA EMPLOYMENT AGREEMENT

**Employee:** Hany Teyfouni

**Co-Employer:** Acartha Group, LLC ("Acartha") - Employer of record for supervision, evaluation and determinations with respect to Employee's Employment Agreement; and, Administaff of Texas, Inc. - Employer of record for payroll and benefits.

**Subsidiary Affiliation & Title:** Acartha Technology Partners, LLC - Managing Director.

**Report:** Employee's position reports to Ameet Patel, Partner and CTO, Acartha Group and CEO of Acartha Technology Partners, LLC.

**Responsibilities:** Oversight of Acartha portfolio companies as assigned from time to time by Ameet Patel other such assignments as may be tasked by Acartha from time to time. In addition, Employee will build and direct a technology advisory business operating from within Acartha Technology Partners, LLC ("ATP") pursuant to a business plan for same to be developed by ATP. Oversee and manage Acartha's and its subsidiaries Information Technology platform.

**Hire Date:** July 3, 2005.

**Employment Term:** The Employment Term ("Term") is one (1) full year from Hire Date and will automatically renew monthly thereafter unless ended under the Termination provisions of the Agreement.

**Condition of Employment:**

- An executed Acartha Employment Agreement ("Agreement").
- An executed Administaff Employment Agreement.
- Completed required Federal employment forms including, but not limited to, Form I-9.
- An executed Acartha Confidentiality and Non-Disclosure Agreement (attached hereto and made part hereof).
- To Acartha's sole satisfaction, a background and reference(s) checks and a substance abuse screening.

**Annual Base Compensation Rate:** ("ABCR"): \$300,000 paid in accordance with Acartha's payroll policies as are in effect from time to time.

**Additional Standard Compensation:**

- Twenty (20) business days (4 weeks) Employer paid Vacation Days during the first year of employment, pro rated for number of days employed from Hire Date during the year.
- Two (2) Employer paid Personal Days.

## ACARTHA EMPLOYMENT AGREEMENT

### Incentive Compensation:

- **Cash Incentive Compensation ("CIC")** of up to \$60,000 in excess of ABCR may be awarded by Acartha based on a performance review at the conclusion of 12 full months from Hire Date, provided Employee is an Acartha Employee at the time any CIC is awarded.
- **Equity Compensation:** Morriss Enterprises, LLC, the majority owner of Acartha, shall grant Employee a Profits Interest in Morriss Enterprises, LLC as soon as practicable, but no later than 90 days from Hire Date ("Grant Date") in a fixed number of shares equal to 1% of the shares of Morriss Enterprises outstanding on Grant Date. The Profits Interest granted to Employee will vest in equal monthly installments over 36 months from Grant Date.

**Participation/Carry in Selected Acartha Transactions:** Acartha shall allow Employee to participate in the Funds managed by ATP and may award Employee a portion of carried interest therein. In addition, at the sole discretion of Acartha's Compensation Committee, Acartha may allow Employee to participate in and/or award Employee a carried interest with respect to selected special purpose vehicle investment entities created by Acartha or its affiliates, including investments in Related Business Opportunities, defined herein.

**Related Business Opportunities:** During the Term, Employee will bring all business opportunities of which he is aware that are within the scope of the any of Acartha's funds' investment strategy ("Related Business Opportunity") to the attention of Acartha for consideration regardless of whether any Acartha entity desires to participate in such Related Business Opportunity. Employee will not participate in or advise any Related Business Opportunity without the approval of Acartha's Board of Directors. Any fees or remuneration due Employee as the result of an approved participation in or advisory services to a Related Business Opportunity will be treated pursuant to Acartha policies for such fees as are in effect at the time the fees are earned.

**Outside Activities:** Acartha acknowledges that Employee may have existing passive investments. This Agreement shall not require the liquidation of any such investments unless such investment is made in any business or entity which is or may be deemed, at the sole discretion of Acartha, to be in direct competition with Acartha or any portfolio company held in a fund managed by Acartha or any of its subsidiaries. Employee agrees that he will notify Acartha of any future investments in entities competitive with Acartha, or competitive with portfolio companies held in a fund managed by an Acartha subsidiary, which he intends to make or pursue while Acartha employs him and agrees not to make any such investment unless approved in writing by the Acartha's Board of Directors. Acartha acknowledges that Employee may engage in charitable and community activities and may serve as an officer or director thereof, provided such activities are not directly competitive with Acartha and do not interfere with Employee's performance of his obligations hereunder.

**Benefits:** Employee shall participate in all benefits generally provided by Acartha to its employees at a similar level of responsibility. Standard benefits currently offered are detailed in Exhibit A to this memo.

## ACARTHA EMPLOYMENT AGREEMENT

**Termination:** Employee may be terminated by Acartha at any time for any reason subject to policies of Acartha as are from time to time in effect. If terminated for Cause, the Employee will receive ABCR compensation only through date of Notice of Termination. If terminated not for Cause, the Employee will be paid four weeks compensation from date of Notice of Termination, pro rated for any partial pay period already earned by the Employee to the date of Notice of Termination. In addition, Employee will be compensated at the daily rate of his/her ABCR for any unused Vacation Days or Personal Days.

**Notice of Termination:** Acartha shall notify the Employee of Termination in writing. Such Notice may be delivered by letter or electronically by facsimile or e-mail. The effective date of such Notice and Termination is the date of the letter or, if applicable, the date of the letter's transmission electronically by facsimile or, if applicable, the date the e-mail is sent to the Employee by Acartha.

### **Confidentiality Obligations during the Term:**

The Employee acknowledges that the Employee's work for the Employer is expected to expose Employee to confidential and proprietary information of Acartha, its Affiliates, its Related Parties, its investors, its clients, its vendors, its Officers, and its employees. As a condition of employment, Acartha requires that the Employee undertake certain confidentiality, non-competition and intellectual property obligations. Accordingly, Employee shall execute the attached Confidentiality and Non-Disclosure Agreement.

**Obligations after the End of the Term:** In the event Employee's employment is terminated, Employee agrees to be subject to the non-competition and non-solicitation provisions described below for a one year period beginning on the effective date of Notice of Termination. The non-competition and non-solicitation provisions to which Employee will be subject are as follows: (1) Employee shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business that is invested in or proposes to invest in any company in which Acartha or any affiliate thereof or any fund associated with Acartha has invested or in any company which was introduced to any of the foregoing and discussed by Acartha management during the Term; (2) Employee shall not directly or indirectly through another entity (i) induce, attempt to induce or hire any employee of Acartha or any affiliate thereof to leave the employ of Acartha or affiliate thereof, or in any way willfully interfere with the relationship between Acartha or any affiliate thereof and any employee thereof; or (ii) induce or attempt to induce any investor, joint venture, manager, customer, supplier, licensee or other business relation of Acartha or any affiliate thereof to cease doing business with Acartha or such affiliate thereof, or in any way interfere with the relationship between any such person or entity and Acartha or any affiliate thereof.

### **Expense Reimbursement:**

Employer will reimburse the Employee only for documented expenses that have been approved in advance by Employee's Report or Officer of Acartha and provided that such expenses are legitimate business expenses of Acartha. Expense Reimbursements shall be made in accordance with Acartha reimbursement policies in effect at the time the expense is submitted for reimbursement.

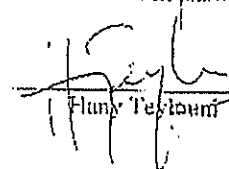


### ACARTHA EMPLOYMENT AGREEMENT

**Acknowledgement by Employee:**

I hereby acknowledge that I am aware that Acartha is a start up financial services holding company and that its management has disclosed to me the potential risks of business failure associated with its business plan. I acknowledge that this letter and its attachments constitute the only terms of this Agreement. Further, I acknowledge that I have read the forgoing and the other documents presented herewith and that any questions I may have had pertaining thereto have been answered to my satisfaction by Acartha.

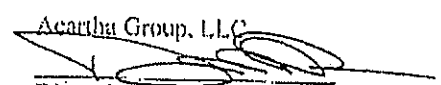
Employee: \_\_\_\_\_

  
Fluky Testoun

Date: 6/17, 2006

**Acknowledgement of Receipt by Employer:**

Employer: \_\_\_\_\_

Acartha Group, LLC  
  
Dixon R. Brown, Secretary

Date: 6/19, 2006

Exhibit A - Benefits List from Administaff

# EXHIBIT B

**Hany Teylouni**

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**From:** Dixon Brown <dbrown@AcarthaGroup.com>  
**Sent:** Thursday, October 23, 2008 6:38 AM  
**To:** Hany Teylouni  
**Subject:** RE: employment and salary

Hany,

This will confirm that your rate of compensation as an employee of Acartha Group is \$300,000 per annum and that, as of October, 15, 2008 the amount of salary deferrals is \$18,333.35 and that you have no other additional deferred compensation. Please note that an employee's deferred compensation is subject to certain mandatory withholding by Administaff and any voluntary reductions (401-K, Medical Savings, term life insurance, etc.) offered by Administaff and authorized by the employee. Therefore, the amount confirmed above is gross deferred compensation prior to any such withholdings or voluntary reductions.  
Thanks, Dixon.

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**From:** Hany Teylouni [<mailto:hteylouni@acarthatechpartners.com>]  
**Sent:** Wednesday, October 22, 2008 9:49 PM  
**To:** Dixon Brown  
**Subject:** employment and salary

Just a quick email to remind you of our discussion to send me your template.

Thanks

Hany

---

Acartha Group, LLC  
Hany Teylouni  
Managing Director  
[hteylouni@acarthatechpartners.com](mailto:hteylouni@acarthatechpartners.com)  
2 Tower Center boulevard  
20<sup>th</sup> Floor  
East Brunswick, NJ 08816  
Tel: +1 (732)289-3353  
Mobile: +1(917)613-4811

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**From:** Dixon Brown [<mailto:dbrown@AcarthaGroup.com>]  
**Sent:** Sunday, October 12, 2008 11:43 PM  
**To:** Hany Teylouni  
**Subject:** RE: cornwall agreement

Not really...will emerge on Tuesday...lets talk then.

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**From:** Hany Teylouni [<mailto:hteylouni@acarthatechpartners.com>]  
**Sent:** Sunday, October 12, 2008 6:01 PM  
**To:** Dixon Brown  
**Subject:** cornwall agreement

I would like to discuss changing the terms. Specifically extending the term beyond the \$50K limit which is where we will be at following payment of the last invoice (assuming we get the last invoice paid).

Are you available Monday morning?

---

Acartha Group, LLC

Hany Teylouni  
Managing Director  
[hteylouni@acarithechpartners.com](mailto:hteylouni@acarithechpartners.com)  
2 Tower Center boulevard  
20<sup>th</sup> Floor  
East Brunswick, NJ 08816  
Tel: +1 (732)289-3353  
Mobile: +1(917)613-4811

# EXHIBIT C

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a duplicate penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Copy C-For EMPLOYEE'S RECORDS (see Notice to Employee on back of Copy B.)		Form W-2 Wage and Tax Statement	OMB No. 1545-0008
2008	1 Wages, tips, other comp. 235,833.30	2 Federal income tax withheld 42,398.97	
Employee's SSN 76-0689539	3 Social security wages 102,000.00	4 Social security tax withheld 6,324.00	
Employer Ident. No. (EIN) 76-0689539	5 Medicare wages and tips 235,833.30	6 Medicare tax withheld 3,419.55	
Employer's name, address, and ZIP code ADMINISTAFF COMPANIES II, L.P. 19001 CRESCENT SPRINGS DR KINGWOOD, TX 77339			
Control number 1784900			
Employee's first name and Initial Last name Suffix. HANY TEYLOUNI 55 CREST ST CONCORD, MA 01742-3006			
Employee's address, and ZIP code			
7 Social security tips	8 Allocated tips	9 Advance EIC payment	
10 Dependent care benefits	11 Nonqualified plans	12a code See instr. for box 12	
13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	12b code		
14 Other NJSDI 138.50 UI/HCI 117.73	12c code		
	12d code		
15 State Employer's state ID no. MA 760-689-539*03 NJ 760-689-539/000	16 State wages, tips, etc. 235,833.30 235,833.30	17 State income tax 1,126.81 12,161.79	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Department of the Treasury-Internal Revenue Service

# EXHIBIT D

Copy B - To Be Filed With Employee's FEDERAL Tax Return.		2009		OMB No. 1545-0008
a Employee's social security number	1 Wages, tips other comp. 88984.92	2 Federal income tax withheld 3402.90		
b Employer ID number	3 Social security wages 88984.92	4 Social security tax withheld 5517.15		
76-0689539	5 Medicare wages and tips 88984.92	6 Medicare tax withheld 1290.20		
c Employer's name, address and ZIP code REISSUED STATEMENT ADMINISTAFF COMPANIES II, L.P. 19001 CRESCENT SPRINGS DR KINGWOOD, TX 77339				
d Control number 1784900				
e Employee's name HANY TEYLOUNI				
f Employee's address and ZIP code 55 CREST ST CONCORD, MA 01742				
7 Social security tips	8 Allocated tips	9 Advanced EIC payment		
10 Dependent care benefits	11 Nonqualified plans	12a Code See instr. for box 12		
13 Statutory employee	14 Other NJSDI 144.50	12b Code		
Retirement plan	UI/HIC/ 122.83	12c Code		
Third-party sick pay		12d Code		
NJ 760-689-539/000	88984.92	1972.20		
MA 760-689-539*03*	88984.92	1968.24		
15 State Employer's State ID number	16 State wages, tips, etc. 88984.92	17 State income tax		
18 Local wages, tips, etc.	19 Local income tax 26.01	20 Locality name FLI		

Form W-2 Wage and Tax Statement Dept. of the Treasury -- IRS 39-1909847  
This information is being furnished to the Internal Revenue Service

Copy 2 - To Be Filed With Employee's State, City, or Local Income Tax Return.		2009		OMB No. 1545-0008
a Employee's social security number	1 Wages, tips other comp. 88984.92	2 Federal income tax withheld 3402.90		
b Employer ID number	3 Social security wages 88984.92	4 Social security tax withheld 5517.15		
76-0689539	5 Medicare wages and tips 88984.92	6 Medicare tax withheld 1290.20		
c Employer's name, address and ZIP code REISSUED STATEMENT ADMINISTAFF COMPANIES II, L.P. 19001 CRESCENT SPRINGS DR KINGWOOD, TX 77339				
d Control number 1784900				
e Employee's name HANY TEYLOUNI				
f Employee's address and ZIP code 55 CREST ST CONCORD, MA 01742				
7 Social security tips	8 Allocated tips	9 Advanced EIC payment		
10 Dependent care benefits	11 Nonqualified plans	12a Code See instr. for box 12		
13 Statutory employee	14 Other NJSDI 144.50	12b Code		
Retirement plan	UI/HIC/ 122.83	12c Code		
Third-party sick pay		12d Code		
NJ 760-689-539/000	88984.92	1972.20		
MA 760-689-539*03*	88984.92	1968.24		
15 State Employer's State ID number	16 State wages, tips, etc. 88984.92	17 State income tax		
18 Local wages, tips, etc.	19 Local income tax 26.01	20 Locality name FLI		

Form W-2 Wage and Tax Statement Dept. of the Treasury -- IRS 39-1909847

Copy C - For EMPLOYEE'S RECORDS. (See Notice to Employee on Back of Copy B).		2009		OMB No. 1545-0008
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Third-party sick pay		12d Code		
NJ 760-689-539/000	88984.92	1972.20		
MA 760-689-539*03*	88984.92	1968.24		
15 State Employer's State ID number	16 State wages, tips, etc. 88984.92	17 State income tax		
18 Local wages, tips, etc.	19 Local income tax 26.01	20 Locality name FLI		

Form W-2 Wage and Tax Statement Dept. of the Treasury -- IRS 39-1909847  
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Copy 2 - To Be Filed With Employee's State, City, or Local Income Tax Return.		2009		OMB No. 1545-0008
a Employee's social security number	1 Wages, tips other comp. 88984.92	2 Federal income tax withheld 3402.90		
b Employer ID number	3 Social security wages 88984.92	4 Social security tax withheld 5517.15		
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e Employee's name HANY TEYLOUNI				
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Retirement plan	UI/HIC/ 122.83	12c Code		
Third-party sick pay		12d Code		
NJ 760-689-539/000	88984.92	1972.20		
MA 760-689-539*03*	88984.92	1968.24		
15 State Employer's State ID number	16 State wages, tips, etc. 88984.92	17 State income tax		
18 Local wages, tips, etc.	19 Local income tax 26.01	20 Locality name FLI		

Form W-2 Wage and Tax Statement Dept. of the Treasury -- IRS 39-1909847



# EXHIBIT E

Earnings		Current	YTD
Description	Units		
Salary	16.67	1,121.03	
DEER BEN			
TOTAL	16.67	1,121.03	21,000.00
<b>Deductions</b>			
Federal Taxes		49.48	165.96
State		206.57	1,456.65
Medicare		18.31	318.11
MA SIT		71.19	439.73
MSIT		57.85	104.25
MSUR		14.17	99.19
MSDI		16.67	116.67
WFLM		1,200	28,000
WFLM		1,475.29	14,851.74
WFLM		100	189.58
TOTAL		1,958.75	17,820.64
NETPAY		185.28	

ADMINISTRATIVE  
DIVISION: 1784900

DATE: 04/15/2010  
FROM: 04/01/2010 TO: 04/15/2010

CHECK #: 0006091999  
BANK #: 324  
SIGNATURE: M15

NAME: HANY TEYLOUNI  
EMPLOYEE ID: 396179

# EXHIBIT F

**Hany Teylouni**

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**From:** Dixon Brown <dbrown@AcarthaGroup.com>  
**Sent:** Wednesday, January 28, 2009 9:56 AM  
**To:** Hany Teylouni  
**Subject:** RE: Call

Hany,  
Sorry getting back to you so late been a bit hectic here. The amount due you as of 1.15.09 including interest is \$73,610.91. Of that, \$73,333.33 is deferred and the balance is interest. The interest accrual is low because it is LIBOR based and that is low and has been in the recent past. Chris provided the calculations and we now have a model to revise the accrual at the end of each month. Thanks, drb

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**From:** Hany Teylouni [<mailto:hteylouni@acarthatechpartners.com>]  
**Sent:** Tuesday, January 27, 2009 7:32 AM  
**To:** Dixon Brown  
**Subject:** Re: Call

Ok. Do you have an account of what I am due?  
Acartha Tech Partners

Hany Teylouni  
Managing Director  
[Hteylouni@acarthatechpartners.com](mailto:Hteylouni@acarthatechpartners.com)

2 Tower Center boulevard  
East Brunswick, NJ 08816

Tel: +1 (732) 289 3353  
Mobile: +1 (917) 613 4811

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**From:** Dixon Brown  
**To:** Hany Teylouni  
**Sent:** Tue Jan 27 06:56:12 2009  
**Subject:** RE: Call

Thanks will talk to Doug today about this. Structure is most likely note from you to him personally -- I will draft. But remember, when you get \$ from Acartha as make up, you will be paying back Doug in after tax \$ because your Acartha make up will be a taxable bonus against which there will be the normal withholdings. So, best plan that into your cash flows in the future. Thanks, drb.

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**From:** Hany Teylouni [<mailto:hteylouni@acarthatechpartners.com>]  
**Sent:** Monday, January 26, 2009 11:00 PM  
**To:** Dixon Brown  
**Subject:** RE: Call

\$35 to 40K as an advance against payroll  
Thanks

---

Acartha Group, LLC  
Hany Teylouni  
Managing Director  
[hteylouni@acarthatechpartners.com](mailto:hteylouni@acarthatechpartners.com)  
2 Tower Center boulevard

20<sup>th</sup> Floor  
East Brunswick, NJ 08816  
Tel: +1 (732)289-3353  
Mobile: +1(917)613-4811

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**From:** dbrown [<mailto:dbrown@morrissholdings.com>]  
**Sent:** Monday, January 26, 2009 5:26 PM  
**To:** Hany Teylouni  
**Subject:** Re: Call

Hany,  
What is the amount you discussed with Doug? Thanks, drb

drb Acartha Group Blackberry

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**From:** "Hany Teylouni"  
**Date:** Mon, 26 Jan 2009 16:00:15 -0500  
**To:** <[dbrown@acarthagroup.com](mailto:dbrown@acarthagroup.com)>  
**Subject:** Re: Call

Thanks. Wanted to set up time with you and doug before or after to discuss salary catch up (following discussion I had with him yesterday)  
Acartha Tech Partners

Hany Teylouni  
Managing Director  
[Hteylouni@acarthatechpartners.com](mailto:Hteylouni@acarthatechpartners.com)

2 Tower Center boulevard  
East Brunswick, NJ 08816

Tel: +1 (732) 289 3353  
Mobile: +1 (917) 613 4811

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**From:** Dixon Brown  
**To:** Hany Teylouni  
**Sent:** Mon Jan 26 15:34:24 2009  
**Subject:** RE: Call

There is a call but the participants are Ameet, Doug, John, Wynne and Christian will focus on valuation and valuation process, future rounds, and prairie capital closing docs. We need not be on the call. drb

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**From:** Hany Teylouni [<mailto:hteylouni@acarthatechpartners.com>]  
**Sent:** Monday, January 26, 2009 3:16 PM  
**To:** Dixon Brown  
**Subject:** Call

Are we having a call tomorrow and if so at what time?  
Acartha Tech Partners

Hany Teylouni  
Managing Director  
[Hteylouni@acarthatechpartners.com](mailto:Hteylouni@acarthatechpartners.com)

2 Tower Center boulevard  
East Brunswick, NJ 08816

Tel: +1 (732) 289 3353  
Mobile: +1 (917) 613 4811

# EXHIBIT G

Pay Period	Monthly libor	Montly Interest Rate	Accrued Interest	Deferred Compensation During Pay Period (\$)	Total Deferred Compensation (\$)	Accrued Deferred Compensation plus interest
Sep-08	3.21%	0.0026724	\$0.00	9166.666667	9166.666667	
Oct-08	3.96%	0.003302083		9166.666667	18333.33333	
Oct-08	3.96%	0.003302083	\$90.81	9166.666667	27500	\$27,590.81
Nov-08	3.17%	0.002644792		9166.666667	36757.47396	\$36,757.47
Nov-08	3.17%	0.002644792	\$121.46	9166.666667	45924.14063	\$46,045.60
Dec-08	2.77%	0.002305208		9166.666667	55212.26708	\$55,212.27
Dec-08	2.77%	0.002305208	\$148.41	9166.666667	64378.93374	\$64,527.34
Jan-09	2.00%	0.001669792		9166.666667	73694.00726	\$73,694.01
Jan-09	2.00%	0.001669792	\$138.36	9166.666667	82860.67393	\$82,999.03
Feb-09	1.98%	0.001645833		9166.666667	92165.70066	\$92,165.70
Feb-09	1.98%	0.001645833	\$166.78	9166.666667	101332.3673	\$101,499.14
Mar-09	2.12%	0.00176615		9166.666667	110665.8102	\$110,665.81
Mar-09	2.12%	0.00176615	\$211.64	9166.666667	119832.4768	\$120,044.12
Apr-09	1.97%	0.001643233		9166.666667	129210.7856	\$129,210.79
Apr-09	1.97%	0.001643233	\$227.39	9166.666667	138377.4523	\$138,604.84
May-09	1.87688%	0.001564067		9166.666667	147771.5054	\$147,771.51
May-09	1.87688%	0.001564067	\$245.46	9166.666667	156938.1721	\$157,183.63
Jun-09	1.60%	0.001333333		9166.666667	166350.3005	\$166,350.30
Jun-09	1.60%	0.001333333	\$234.02	9166.666667	175516.9672	\$175,750.99
Jul-09	1.61%	0.001338542		9166.666667	184917.6565	\$184,917.66
Aug-09	1.61%	0.001338542		9166.666667	194084.3231	\$194,084.32
Aug-09	1.50%	0.001247917	\$253.64	9166.666667	203250.9898	\$203,504.63
Sep-09	1.50%	0.001247917		9166.666667	212671.2968	\$212,671.30
Sep-09	1.33%	0.001108333	\$245.87	9166.666667	221837.9634	\$222,083.83
Oct-09	1.33%	0.001108333		9166.666667	231250.5005	\$231,250.50
Oct-09	1.33%	0.001108333	\$266.46	9166.666667	240417.1672	\$240,683.63
Nov-09	1.26%	0.001053125		9166.666667	249850.2962	\$249,850.30
Nov-09	1.26%	0.001053125	\$272.78	9166.666667	259016.9629	\$259,289.74
Dec-09	1.20%	0.000999483		9166.666667	268456.4068	\$268,456.41
Dec-09	1.20%	0.000999483	\$277.48	9166.666667	277623.0734	\$277,900.55
Jan-10	0.98%	0.000820317		9166.666667	287067.2197	\$287,067.22
Jan-10	0.98%	0.000820317	\$243.01	9166.666667	296233.8864	\$296,476.89
Feb-10	0.85%	0.000705208		9166.666667	305643.5587	\$305,643.56
Feb-10	0.85%	0.000705208	\$222.01	9166.666667	314810.2253	\$315,032.23
Mar-10	0.84%	0.000699483		9166.666667	324198.8988	\$324,198.90
Mar-10	0.84%	0.000699483	\$233.18	9166.666667	333365.5655	\$333,598.75
Apr-10	0.92%	0.000766667		9166.666667	342765.4158	\$342,765.42
Apr-10	0.92%	0.000766667	\$262.79		342765.4158	\$343,028.20
May-10	1.02%	0.000846358	\$290.32		343028.2026	\$343,318.53



Jun-10	1.20%	0.001003383	\$344.48	343318.5274	\$343,663.01
Jul-10	1.17313%	0.000977608	\$335.97	343663.0075	\$343,998.98
Aug-10	1.04%	0.000863908	\$297.18	343998.9753	\$344,296.16
Sep-10	0.84306%	0.00070255	\$241.89	344296.1589	\$344,538.04
Oct-10	0.78%	0.000648125	\$223.30	344538.0441	\$344,761.35
Nov-10	0.76%	0.000635158	\$218.98	344761.3479	\$344,980.33
Dec-10	0.79%	0.000655467	\$226.12	344980.3259	\$345,206.45
Jan-11	0.78094%	0.000650783	\$224.65	345206.449	\$345,431.10
Feb-11	0.78125%	0.000651042	\$224.89	345431.1036	\$345,655.99
Mar-11	0.79025%	0.000658542	\$227.63	345655.9937	\$345,883.62
Apr-11	0.78250%	0.000652083	\$225.54	345883.6225	\$346,109.17
May-11	0.76100%	0.000634167	\$219.49	346109.1675	\$346,328.66
Jun-11	0.72950%	0.000607917	\$210.54	346328.6584	\$346,539.20
Jul-11	0.73350%	0.00061125	\$211.82	346539.1973	\$346,751.02
Aug-11	0.76025%	0.000633542	\$219.68	346751.0194	\$346,970.70
Sep-11	0.80000%	0.000666667	\$231.31	346970.7006	\$347,202.01
Oct-11	0.86489%	0.000720742	\$250.24	347202.0144	\$347,452.26
Nov-11	0.93561%	0.000779675	\$270.90	347452.2574	\$347,723.16
Dec-11	1.07106%	0.00089255	\$310.36	347723.1572	\$348,033.52
Jan-12	1.12805%	0.000940042	\$327.17	348033.5175	\$348,360.68
Feb-12	1.09570%	0.000913083	\$318.08	348360.6836	\$348,678.77
Mar-12	1.05980%	0.000883167	\$307.94	348678.7659	\$348,986.71
Apr-12	1.04850%	0.00087375	\$304.93	348986.7073	\$349,291.63
May-12	1.04720%	0.000872667	\$304.82	349291.6345	\$349,596.45
Jun-12	1.06920%	0.000891	\$311.49	349596.4497	\$349,907.94
Jul-12	1.06800%	0.00089	\$311.42	349907.9401	\$350,219.36
Aug-12	1.05350%	0.000877917	\$307.46	350219.3582	\$350,526.82
Sep-12	1.03200%	0.00086	\$301.45	350526.8216	\$350,828.27
Oct-12	0.97300%	0.000810833	\$284.46	350828.2746	\$351,112.74
Nov-12	0.87550%	0.000729583	\$256.17	351112.7379	\$351,368.90
Dec-12	0.86000%	0.000716667	\$251.81	351368.9039	\$351,620.72
Jan-13	0.84350%	0.000702917	\$247.16	351620.7183	\$351,867.88
Feb-13	0.78100%	0.000650833	\$229.01	351867.8783	\$352,096.89
Mar-13	0.75150%	0.00062625	\$220.50	352096.8857	\$352,317.39
Apr-13	0.73150%	0.000609583	\$214.77	352317.3864	\$352,532.15
				<b>TOTAL</b>	<b>\$352,532.15</b>

**CERTIFICATE OF SERVICE**

I hereby certify that on August 29, 2016, I electronically filed the foregoing with the Clerk of the Court through the Court's CM/ECF system which will send a notice of electronic filing to all counsel receiving electronic service.

/s/ Robert J.A. Zito  
Robert J.A Zito