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APPENDIX A
NEW YORK OPINIONS AND ORDERS

OPINION OF THE NEW YORK APPELLATE
DIVISION, FIRST DEPARTMENT
(NOVEMBER 12, 2019)

NEW YORK APPELLATE DIVISION,
FIRST DEPARTMENT

PHILIPPE BUHANNIC, ET AL.,
Plaintiffs-Appellants,

v.

TRADINGSCREEN, INC., ET AL.,
Defendants-Respondents.

Case No. 653624/16-7543
2019 NY Slip Op 08159

On Appeal from the Supreme Court,
New York County (Marcy S. Friedman, J.)
entered June 8, 2018

Appeal from order, Supreme Court, New York
County (Marcy S. Friedman, J.), entered June 8, 2018,
which denied plaintiffs' motion to release the bond
securing a preliminary injunction, denied plaintiffs'
motion to compel discovery, denied plaintiffs' motion
seeking leave to serve a proposed second amended
complaint, denied plaintiff's motion seeking an expe-
dited hearing, an enlargement of the March 2, 2017
preliminary injunction, and a declaration of contempt,
and ruled that the court would grant defendants'

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motion to seal at an unspecified time in the future, dismissed, without costs as moot.

This action was dismissed with prejudice by order entered on or about September 18, 2019, rendering this appeal moot (see *Matter of Anonymous v New York City Health & Hosps. Corp.*, 70 NY2d 972 [1988]).

M-7543 *Philippe Buhannic v Tradingscreen, Inc.*
Motion to dismiss appeal denied as academic.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVI-
SION, FIRST DEPARTMENT.

ENTERED: NOVEMBER 12, 2019

CLERK

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APPENDIX B
ORDER FROM ADMINISTRATIVE JUDGE DENYING
CORRECTION OF DOCTORED TRANSCRIPTS

DECISION AND ORDER OF THE
SUPREME COURT OF NEW YORK
(JUNE 11, 2019)

SUPREME COURT OF THE
STATE OF NEW YORK, NEW YORK COUNTY

PHILIPPE BUHANNIC, PATRICK BUHANNIC,

Plaintiffs,

v.

TRADINGSCREEN INC., PIERRE SCHROEDER,
PIERO GRANDI, FRANK PLACENTI,
ROBERT TRUDEAU, TCV VI. L.P.,
TCV MEMBER FUND, L.P.,

Defendants.

Part IAS Motion 20

Index No. 653624/2016

Motion Seq. No. 023

Before: Hon. Deborah A. KAPLAN, J.S.C.,
Administrative Judge.

The following e-filed documents, listed by NYSCEF
document number (Motion 023) 558, 563, 564, 565, 570
were read on this motion to/for RELEASE RECORDS.

In this action, which is pending in the Commercial
Division of this court before the Honorable Marcy S.
Friedman, plaintiffs move, among other things, for an

order “eras[ing] the faulty transcript from the record and organiz[ing] a retyping based on the tape of what really happened” as well as making certain instructions to Justice Friedman. Defendants oppose.

Initially, since plaintiffs’ motion was addressed to the “Administrative Judge,” Justice Friedman referred the motion to the undersigned Justice by order dated June 5, 2019.

It is well settled that an Administrative Judge is not permitted to “supersede, overrule, control, or aid a Trial Judge in carrying out [her] adjudicative responsibilities. Delegation of administrative powers to a Judge is limited and does not increase the judicial power or authority of such Administrative Judge as to give [her] authority to overrule decisions made by other Judges in cases properly assigned to them, or to make the decisions for such other Judges” (*Balogh v. H.R.B. Caterers, Inc.*, 88 AD2d 136, 143-144 [2d Dept 1982]; *see generally* NY Const., art. VI, § 28; Judiciary Law § 212 [listing the responsibilities deemed to be “administrative” in nature] Rules of the Chief Judge [22 NYCRR] § 1.1).

The instant application is faulty, because it is addressed to the Administrative Judge of this court. This action is currently assigned to Justice Friedman, and all adjudicative determinations, including whether to permit amendments to transcripts of any proceedings, are hers alone to make. To the extent that plaintiffs are aggrieved by any such determination, their remedy is either a motion to reargue or an appeal.

The court further observes that plaintiff Philippe Buhannic, throughout his papers, refers to Justice Friedman in a manner that is disparaging and improper,

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using derogatory appellations such as "Injustice Friedman", or making unsupported accusations of judicial misconduct. The court certainly has the power to punish conduct "directly tending to interrupt its proceedings, or . . . impair the respect due to its authority" (Judiciary Law § 750[A][1]; *see Matter of Clark Jr. v Zwack*, 40 AD3d 1224 (3d Dept. 2007)). The plaintiff is cautioned that should his conduct continue, he may be adjudged in contempt of court and appropriately punished. He may also be subject to sanctions under other applicable rules of the court.

Accordingly, it is hereby

ORDERED that the branches of the motion requesting a conference with the undersigned Justice, as well as an order making certain instructions to Justice Friedman, are denied; and it is further

ORDERED that the branch of the motion requesting an order amending a transcript of proceedings in this action is denied without prejudice and with leave to renew before the Justice of this court to whom this case is assigned, within 30 days from service of a copy of this order with notice of entry.

/s/ Deborah A. Kaplan, J.S.C.
Administrative Judge

Date: 6/11/2019

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APPENDIX C
ORDER OF REFUSAL OF JUSTICE FRIEDMAN TO RECUSE
HERSELF DESPITE HER BIAS AND DISCRIMINATION
AGAINST THE PLAINTIFFS

DECISION AND ORDER OF THE SUPREME
COURT OF NEW YORK, COUNTY OF NEW YORK,
COMMERCIAL DIVISION PART 60
(DECEMBER 6, 2018)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
COMMERCIAL DIVISION PART 60

PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,

Plaintiffs,

v.

TRADINGSCREEN INC.; PIERRE SCHROEDER;
PIERO GRANDI; FRANK PLACENTI;
ROBERT TRUDEAU; TCV VI, L.P., and
TCV MEMBER FUND, L.P.,

Defendants.

Index No. 653624/2016

Motion Seq. No. 020

Before: Hon. Marcy S. FRIEDMAN, J.S.C.

HON. MARCY S. FRIEDMAN:

The following e-filed documents, listed by NYSCEF document number (Motion Seq. No. 020) 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 474, 477 were read on motion to/for Recusal 12/06/2018.

Plaintiff Philippe Buhannic, proceeding pro se, moves for this court's recusal in this action. As a threshold matter, the court declines to grant Mr. Buhannic's request to refer this motion to the Administrative Judge for determination. It is well settled that, where, as here, grounds for recusal under Judiciary Law § 14 are not at issue, "a Trial Judge is the sole arbiter of recusal," (*See People v. Moreno*, 70 NY2d 403, 405 [1987].)

Mr. Buhannic seeks recusal on the ground that the court has demonstrated bias against him based on national origin (*i.e.*, because he is a French national) and based on his pro se status.¹ He also seeks recusal based on the court's alleged alteration ("forging") of transcripts and alleged *ex parte* communications regarding the credentials of a paralegal whom he had employed.

It is axiomatic that "[t]he right to an impartial jurist is a basic requirement of due process." (*People v. Novak*, 30 NY3d 222, 225 [2017] [internal quotation marks and citation omitted].) The Code of Judicial Conduct, section 100.3 (E) (1), provides that "[a] judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where: (a) (1) the judge has a personal bias or prejudice concerning a party."

Mr. Buhannic does not point to any ruling or any evidence in the record that provides any support whatsoever for his claim of bias or his other assertions of wrongdoing. (*See generally R & R Capital LLC v.*

¹ Prior to representing himself, Mr. Buhannic was represented in this action by four separate counsel, including well known law firms.

Merritt, 56 Ad3d 370, 370 [1st Dept 2008]; *Solow v. Wellner*, 157 AD2d 459, 459 [1st Dept 1990].) On the contrary, the frivolous nature of the assertions of bias and other wrongdoing is apparent on the face of those assertions, and is confirmed by review of the record. (See e.g., Mar. 5, 2018 Tr., at 6 [cited by Mr. Buhannic as support for alleged bias]; *Buhannic v. Friedman*, US Dist. Ct., SDNY, 18 CV 5729, Abrams, J., Doc No, 15 [Memo. In Supp. of Motion to Dismiss discussing, among other allegations, alleged alteration of transcripts]; Letter of John M. Vassos [Defs.' Counsel], dated Nov. 20, 2017, to the court, copied to Mr. Buhannic's outgoing counsel at Shibleth LLP and Patrick and Philippe Buhannic [NYSCEF Doc No 277] [summarizing Philippe Buhannic's email to defendants' counsel regarding services to be performed by Mr. Buhannic's paralegal].)

Although Mr. Buhannic denies that the recusal motion is based on his objections to the court's rulings, he has repeatedly objected to the court's decision, dated December 12, 2017, denying him indemnification for his attorney's fees in this action and certain other matters, with a possible limited exception. He has also objected to certain of the court's rulings regarding discovery and to procedural rulings affecting the management of the proceedings, including stays or adjournments necessitated by his repeated discharge of attorneys. A litigant's dissatisfaction with a court's rulings obviously cannot support a request for recusal.

It is also well settled that a judge has no legal or ethical obligation to recuse merely because a litigant sues or threatens to sue the judge. (*Matter of New York State Assn. of Criminal Defense Lawyers v. Kaye*, 95 NY2d 556, 561 [2000]; Judicial Ethics Opinions 16-

106 [Oct 7, 2016], 13-4] [Apr. 25, 2013], 98-69 [June 19, 1998].) Rather, “[a] judge has an obligation not to recuse himself or herself, even if sued in connection with his or her duties, unless he or she is satisfied that he or she is unable to serve with complete impartiality, in fact or appearance. A litigant cannot be allowed to create a sham controversy by suing a judge without justification, and to then use that sham as a means for achieving the judge’s recusal.” (*Supremo v. Babchik*, 155 Misc. 2d 796, 799 [Sup Ct, Queens County 1992], mod on other grounds 216 AD2d 382 [2d Dept 1995], *Iv denied* 86 NY2d 709 [1995], *cert denied* 516 US 1161 [1996]; Judicial Ethics Opinions, *supra*.)

As indicated above, Mr. Buhannic has brought an action against this court in federal court, asserting bias and wrongdoing substantially similar to that at issue here. (*Buhannic v. Friedman*, *supra* [motion to dismiss pending].)² This court is satisfied that it can continue to serve, as it has done in the past, with complete impartiality, in both fact and appearance.

It is accordingly hereby ORDERED that plaintiff Philippe Buhannic’s motion for recusal is denied in its entirety.

/s/ Marcy S. Friedman
J.S.C.

Date: 12-6-18

² Mr. Buhannic has filed numerous actions in federal court related to his termination and his ownership interest in TradingScreen, Inc., including an action against arbitrators following an adverse decision.

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APPENDIX D
ORDER OF REFUSAL BY JUSTICE FRIEDMAN FOR
PLAINTIFFS TO AMEND THEIR COMPLAINT

ORDER OF SUPREME COURT
OF NEW YORK COUNTY
(MAY 15, 2018)

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY PART 60

PHILIPPE BUHANNIC and PATRICK BUHANNIC,

Plaintiffs,

v.

TRADINGSCREEN INC. ET AL.,

Defendants.

Index Number: 653624/2016
Motion Seq. No. 013

Before: Hon. Marcy S. FRIEDMAN, Justice.

Upon the foregoing papers, it is ORDERED that plaintiffs' motion seeking leave to serve a proposed second amended complaint is determined pursuant to this court's decision on the record on May 15, 2018, the transcript of which was so-ordered on today's date is denied.

/s/ Marcy S. Friedman
J.S.C

Date: 6-7-18

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APPENDIX E
PRELIMINARY INJUNCTION PROHIBITING
DILUTION OF THE PLAINTIFFS

ORDER ON PRELIMINARY INJUNCTION,
SUPREME COURT OF NEW YORK,
NEW YORK COUNTY
(MARCH 2, 2017)

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,

Plaintiffs,

v.

TRADINGSCREEN INC. ET AL.,

Defendants.

Part 60
Index Number: 653624/2016
Motion Seq. No. 004

Before: Hon. Marcy S. FRIEDMAN, Justice.

Pursuant to this Court's Decision on the Record
on February 7, 2017, SO ORDERED by this Court on
March 1, 2017, it is

ORDERED that defendants, their agents, servants,
employees and all other persons acting under the
jurisdiction, supervision and/or direction of defendants,
are enjoined and restrained, during the pendency of

this action, from doing or suffering to be done, directly or through any attorney, agent, servant, employee or other person under the supervision or control of defendants or otherwise, any corporate action, whether by the issuance, divestiture, forfeiture, cancellation, redemption or repurchase of shares, or otherwise, that would defeat or nullify plaintiffs' asserted majority shareholder status in TradingScreen Inc.; and it is further

ORDERED that the undertaking is fixed in the sum of seventy-five thousand dollars (\$75,000) conditioned that the plaintiffs, if it is finally determined that they were not entitled to an injunction, will pay to the defendants all damages and costs which may be sustained by reason of this injunction.

/s/ Marcy S. Friedman
J.S.C.

Dated: 3-2-17

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APPENDIX F
MOTION TO FIX DOCTORED TRANSCRIPTS TO
ADMINISTRATIVE JUDGE

PLAINTIFFS' MOTION FOR CORRECTION OF
THE ERRONEOUS, HEAVILY DOCTORED AND
FAULTY—TRANSCRIPT OF MARCH 12, 2019
(MAY 8, 2019)

SUPREME COURT OF THE
STATE OF NEW YORK, COUNTY OF NEW YORK

PHILIPPE BUHANNIC,

Plaintiff,

v.

TRADINGSCREEN INC.; PIERRE SCHROEDER;
PIERO GRANDI; FRANK PLACENTI;
ROBERT TRUDEAU; TCV VI, L.P., and
TCV MEMBER FUND, L.P.,

Defendants.

Index Number: 653624/2016

PLEASE TAKE NOTICE that, upon the annexed affirmation of Philippe Buhannic dated April 9, 2019, the exhibits attached thereto, the accompanying memorandum of law, and any other papers, pleadings and proceedings in this action, Plaintiffs will move the administrative Judge of the Supreme Court at the Courthouse located at 60 Centre Street, New York, New York 10013, on May 22, 2019, at 9:30 a.m., or as soon thereafter as counsel can be heard, Motion Submission Part, Room 130, to issue an Order, granting the following reliefs to the movant:

1. Organize if necessary a conference on the 22nd at 9:30 or move directly to the motion as it is easy to resolve and save time of court by having the administrative judge review it directly.
2. Entering an Order to erase the faulty transcript from the record and organize a retyping based on the tape of what really happened that day and the creation of a corrected transcript. If the tape on instruction of Injustice Friedman has been destroyed an investigation has to be started and a disciplinary measure taken by the administrative judge for destruction of evidence.
3. Establish a clear instruction to Injustice Friedman to stop doctoring transcripts, as she has done systematically in the past and we can prove it, to feed her collusion with the Defendants and to launch an investigation on this collusion and the financial or non-financial links between Injustice Friedman and the Defendants lawyers as well as the unacceptable ex-parte communication maintained by injustice Friedman during this proceeding, in clear breach of judges rules that has taken place in our case.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR 2214(b), answering papers to this motion, if any, must be served no later than seven (7) days prior to the return date that pursuant to of this motion, and reply papers shall be served at least one (1) day prior to the return date of this motion.

Dated: Verbier, Switzerland
May 8, 2019

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By: /s/ Philippe Buhannic

Aventura 318
Route des Creux 100
1936 Verbier
Switzerland
917-716-3542

To:

Peter C. Neger, Esq.
Laurie E. Foster, Esq.
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101 Park Avenue
New York, NY 10178

Stephen A. Radin, Esq.
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New York, NY 10153

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APPENDIX G
LIST OF DEPOSITIONS ITEMS REQUESTED BY
PLAINTIFFS AND REFUSED BY JUSTICE FRIEDMAN

**BUHANNIC V. TRADINGSCREEN:
DEPOSITIONS REQUEST**

1. Chris McCormick (authorized by Justice Friedman)
JB DRAX Honore
1270 Avenue of the Americas
New York, NY 10020
2. Robert Trudeau (refused by Justice Friedman)
TCV
280 Park Avenue
East Building 26th Floor
New York, NY 10017
3. Mark Muller (refused by Justice Friedman)
Bloomberg
731 Lexington Avenue
New York, NY 10022
4. Latifat Afonja (refused by Justice Friedman)
C/O Buhannic
65 Central Park West 17A
New York NY 10023
5. Bruce Rosenthal (authorized by Justice Friedman)
TradingScreen
1 Penn Plaza 49th Floor
New York, NY 10119
6. David Pollack (refused by Justice Friedman)
Morgan Lewis
101 Park avenue
New York, NY 10178-0060

7. Nicholas Carmi (refused by justice Friedman)

377 Broadway
New York, NY 10013

8. Jérôme Hershey (refused by justice Friedman)

Ondeck Capital
1400 Broadway
New York, NY 10018

9. Annie Massa (refused by justice Friedman)

Bloomberg
731 Lexington Avenue
New York, NY 10022

10. Chris Flipo (refused by justice Friedman)

26 rue Pierre Semard
75009 Paris

• Testimonies requested by Plaintiffs

10 testimonies requested, only 2 accepted by
judge Friedman

• Testimonies accepted by Judge Friedman

20% of the testimonies accepted

• Testimonies requested by Defendants

10 testimonies all accepted

• Testimonies agreed by judge Friedman

100%

The Defendants got 8 more testimonies and could
pick anybody. The plaintiffs have two and cannot pick
any.

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APPENDIX H
REQUESTS FOR DISCOVERY AND INSPECTION NEVER
EVEN ANSWERED

**PLAINTIFFS' FOURTH REQUEST FOR
DISCOVERY AND INSPECTION
(FEBRUARY 19, 2018)**

**SUPREME COURT OF THE STATE OF NEW
YORK NEW YORK COUNTY**

**PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,**

Plaintiffs,

v.

**TRADINGSCREEN INC., PIERRE SCHROEDER,
PIERO GRANDI, FRANK PLACENTI,
ROBERT TRUDEAU, TCV VI. L.P., and
TCV MEMBER FUND, L.P.,**

Defendants.

Index No. 653624/2016

PLEASE TAKE NOTICE THAT, Pursuant to Article 31 of the Civil Practice Law and Rules, and the applicable Rules of the Supreme Court of the State of New York, County of New York, Plaintiffs Philippe Buhannic and Patrick Buhannic, representing themselves Pro Se, hereby demand that Defendants TradingScreen, Inc., Pierre Schroeder; Piero Grandi; Frank Placenti; Robert Trudeau; TCV VI, L.P. and TCV Member Fund, L.P. serve a written response to their First,

Second, Third (as most of the documents requested are missing in the delivery) and this Fourth Request for Discovery and Inspection and produce the documents or things specified below electronically, or, at 65 Central Park West, 17A, New York, New York 10023, Attn: Philippe Buhannic

Definitions

1. "Plaintiffs" means Philippe Buhannic and Patrick Buhannic.
2. "Defendants" "You" and "Your" means Trading-Screen, Inc., its respective parent companies, the various other defendants and each of their present and former subsidiaries, affiliates, predecessor companies, successor companies, officers, directors, agents, employees, representatives, or other Persons or entities acting or purporting to act on behalf of Defendants, in any jurisdiction.
3. The term "Communication(s)" as used herein should be interpreted in the broadest possible sense, and includes the exchange of any written, oral, electronic, or recorded information of any type, including but not limited to e-mails, phone calls, letters, messages, faxes, notices, photocopies, videotapes, video and audio recordings, computer records, electronic messages of any type from any phone, computer, messaging device, website or social media, internet materials, any "deleted" but recoverable electronic files, electronic file fragments (files that have been deleted and partially overwritten with new data), and any other retrievable information.
4. The term "Document(s)" as used herein should be interpreted in the broadest possible sense, and includes

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any written, printed, electronic, or recorded information, including originals, copies, translations and drafts thereof and all copies bearing notations and marks not found on the original. The term includes, but is not limited to, papers, e-mails, messages, letters, agreements, contracts, notes, memoranda, pictures, records, computer files, and all things similar to the foregoing, whether maintained in physical or electronic form, however denominated and wherever located.

5. The term "electronic" as used herein should be interpreted in the broadest possible sense and includes any information or data stored or processed by electronic means, including without limitation: (i) digital communications (e.g., e-mail, voice mail, instant messaging); (ii) word processed documents (e.g., Word, Word Perfect, Pages or Google documents and drafts); (iii) spreadsheets and tables (e.g., Excel, Numbers, Lotus 123 or Google worksheets); (iv) accounting application data (e.g., Quickbooks, Money, Peachtree data files); (v) image and facsimile files (e.g., .pdf, .tiff, .jpg, .gif images); (vi) sound recordings (e.g., .wav and .mp3 files); (vii) video and animation (e.g., .avi and .mov files); (viii) databases (e.g., Access, Oracle, SQL server data, SAP); (ix) contact and relationship management data (e.g., Outlook, Act!); (x) calendar and diary application data (e.g., Outlook .pst, Yahoo!, blog tools); (xi) online access data (e.g., temporary internet files, history, cookies); (xii) presentations (e.g., PowerPoint, Keynote, Corel presentations); (xiii) network access and server activity logs; (xiv) project management application data; (xv) computer aided design/drawing files; and (xvi) backup and archival files (e.g., zip, .gho).

6. The term "Relate to" and "Relating to" as used herein should be interpreted in the broadest possible

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sense and includes referring to, pertaining to, containing, evidencing, regarding, addressing, identifying, or is in any way pertinent to. Thus, documents that "Relate to" a subject also include those which were specifically rejected and those which were not relied or acted upon.

7. The term "Person" as used herein should be interpreted in the broadest possible sense and includes a natural person, company, corporation, partnership, limited liability company, unincorporated association, joint venture, firm, governmental body, sole proprietorship, and any other form of entity, whether privately or publicly owned or controlled, for profit or not-for-profit, or partially or fully government owned or controlled.

8. All references to companies, corporations, partnerships, limited liability companies, unincorporated associations, joint ventures, sole proprietorships, or any other form of entity includes each of their current or former officers, directors, partners, members, stockholders, employees, agents, parents or subsidiaries, successors, affiliates and anyone acting or purporting to act under their control or on their behalf.

9. The use of the singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa.

10. The words "include" or "including" should mean "including but not limited to."

11. The connectives "and" and "or" should be construed disjunctively or conjunctively as necessary to

bring within the scope of the Request or Requests all responses that might otherwise be construed to be outside of its scope.

12. The terms "all," "any," "each" and "every" should each be construed as both "each" and "every" to bring within the scope of the Request or Requests all responses which might otherwise be construed to be outside of its scope.

13. The term "possession" includes actual possession by You, actual possession by You with another, or constructive possession by You in that You are legally entitled or able to obtain actual possession from another Person.

14. As the term "possession" pertains to e-mail, the term includes, but is not limited to, e-mail contained in Your electronic e-mail directories or servers containing but not limited to:

- a. "Sent" e-mails, including all subdirectories irrespective of the title of such subdirectories;
- b. "Received" e-mails, including all subdirectories irrespective of the title of such subdirectories; and
- c. "Deleted" e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories.

15. Each "Request" seeks production of all Documents described in their entirety, without abbreviation, expurgation or redaction.

16. Regardless of the tense employed, all verbs shall be read as applying to the past, present and future

as is necessary to make any paragraph more, rather than less, inclusive.

Instructions

17. These demands are continuing in nature. You are required to make supplemental productions as You obtain or gain access to additional Documents between the date of initial production and the time of trial.

18. You are to produce all Documents in Your possession, custody or control (together with any predecessors, successors, affiliates, subsidiaries or divisions thereof, and their officers, directors, employees, agents and attorney(s)). You are deemed to be in control of a document if You have a right to secure the document or a copy thereof.

19. You are to furnish all Documents known or available to You regardless of whether these documents are possessed directly by You, or by Your agents, employees, representatives, accountants, attorneys, or any other Person acting or purporting to act on Your behalf or Your agents' behalf, wherever located and by whomever prepared.

20. You are to produce each Document in full, including the reverse side of any Document unless it is blank. If any Document cannot be produced in full, You are to produce it to the fullest extent possible, specify the reasons for Your inability to produce the remainder, and provide all of the information that You have Relating to the unproduced portion.

21. If any Document was formerly in Your possession, custody or control and has been transferred, lost, overwritten or destroyed, You are to submit in lieu of such Document a written response which:

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- a. Describes the Document and its subject matter; and
- b. Indicates whether the Document was voluntarily or involuntarily transferred, lost, overwritten or destroyed, how and by whom, and explain the circumstances of such disposition and the approximate date thereof.

22. As to any Document withheld from production under this request because of a claim of privilege or other protection, a privilege or redaction log shall be produced which states:

- a. The type of Document;
- b. The date of the Document;
- c. The author(s) of the Document and if different the sender of such Document;
- d. The recipient(s) of the Document;
- e. The general subject matter of the Document; and
- f. The privilege or other protection claimed.

23. You are to produce the original version of each Document, together with all non-identical copies and drafts of that Document.

24. Any alteration of a responsive Document, including any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications and other versions of a final Document is a responsive Document and must be produced.

25. You are not to destroy, spoil, or make any changes or modifications to any Document or Communication. Each original version of a responsive Document, together with all non-identical copies and drafts of that Document, shall be left intact for production.

26. Documents are to be produced as they are kept in the usual course of business, or shall be organized and labeled to correspond with each specific request or any part thereof.

27. In responding to these Requests, You are to make a diligent search for the Documents requested. You should not employ keyword, concept or any other search tools to identify privileged or responsive Documents unless otherwise agreed to by the requesting party. If You cannot obtain the Documents requested, You are to explain in Your response the circumstances for such and what has been and is being done to obtain the Documents.

28. Any objection to any Document request herein is to be stated with specificity.

29. In the event that You interpose an objection to a definition, instruction, the requested form of production, or a Request, You should: (i) clearly indicate to which part or portion of definition, instruction, the requested form of production, or the Request the objection is directed; (ii) clearly indicate whether any Documents have been withheld based upon the objection; and (iii) provide all Documents to which objection is not made as if such part or portion were propounded as a separate Request.

30. These Requests are not intended to be duplicative. Each Request should be construed independently and not with reference to any other Request for

the purposes of limitation. Each Request should be responded to fully and to the extent not covered by another Request. If there are Documents that are responsive to more than one Request, please note and produce each such Document first in response to the Request that is more specifically directed to the subject matter of the particular Document.

31. Plaintiffs reserve the right to serve further Document Requests on Defendant.

Form of Document Production

32. You are requested to produce each Document in a form or forms that are reasonably usable by the requesting party.

33. All Documents produced should be produced in electronic, searchable format and should be marked with a bates-stamp or similar serial document identifying system.

34. Documents attached to each other should not be separated.

35. If a Document is in a form that is reasonably usable by the requesting party, You are to produce the Document in that form; provided, however, in the event You seek to withhold any portion of the Document on the basis that it is entitled to some privilege or other limitation of discovery, You may convert the Document into a form that: (i) permits You to redact the Document; (ii) is reasonably usable to the requesting party; (iii) does not make it more difficult or burdensome for the requesting party to use the Document; (iv) does not reduce the available metadata of the Document; and (v) does not significantly degrade the Document's electronic search capability.

36. If a Document is in a form that is not reasonably usable by the requesting party, You are to convert the Document, if possible, into a form that: (i) is reasonably usable to the requesting party; (ii) does not make it more difficult or burdensome for the requesting party to use the Document; and (iii) does not significantly degrade the Document's electronic search capability.

37. If a Document is in a form that is not reasonably usable by the requesting party and You are not able to convert the Document into a form that is reasonably usable to the requesting party consistent with the above guidelines, You are to contact Shibleth LLP to discuss an acceptable form of production for the Document.

Document Requests

1. The documents requested are listed in the previous First, Second and Third document requests. The documents obtained up to now are totally incomplete as demonstrated by exhibit # 1 (list of missing elements), # 2 and # 3 that proves the desire of dissimulation of the Defendants.

2. The new Fourth document request items are listed in exhibit # 1 and is trying to summarize the missing elements in production as well as items that are related and needed clarification

3. The depositions requested are listed in exhibit # 6

Dated: February 19, 2018

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Respectfully submitted,



Philippe Bühannic
Aventura 318
Route des Creux 100
1936 Verbier
Switzerland

**Discovery Requests That Are Critical and
Where Not Supplied by the Other Side or
Forgotten by Our Lawyers**

1. All emails, letters, texts and all form of communications between TCV and all board members and especially Piero Grandi and Pierre Schroeder between 2009 and today on personal and hidden emails.
2. A copy of all financial transactions between TCV and all board members and especially Piero Grandi and Pierre Schroeder between 2009 and today.
3. All communication between Ken Nachbar and Piero Grandi and Pierre Schroeder and TCV between 2015 and today.
4. All communications between TCV and Trading-screen employees between 2007 and today.
5. All communications between Evercore our investment bank in 2010 and TCV.
6. All communication between Bloomberg and Tradingscreen employees, TCV and Board members especially Piero Grandi and Pierre Schroeder.
7. All communication between Brian Nadzan, Tom Segunda, Annie Massa, and any other Bloomberg employees between 2015 and today.
8. All communication between Mark Mueller and Tradingscreen Board members and especially Piero Grandi, Pierre Schroeder and TCV representants.
9. All personal and professional emails, texts and messages of Mark Mueller between 2016 and 2017.
10. All Emails personal and professional of Pierre Schroeder from Jan 2015 to 2017 as well as all WhatsApp

messages and all other messages text or written communication.

11. All communications between Ken Nachbar and Dennis Block and board members of Tradingscreen between 2013 and 2017. (they were both my lawyers at the time, so we are entitled to that)

12. All communications between Morgan Lewis David Pollack and other attorneys there between 2013 and 2016 with board members of Tradingscreen. (they were both my lawyers at the time so entitled to that)

13. All communications between Morgan Lewis, Greenberg Traurig and Morris Nicholls regarding my various cases from 2010 to 2017.

14. All communications between Pierre Schroeder and Piero Grandi on any format: letter, emails, WhatsApp and especially the what's app groups of Pierre Schroeder group TS 1 to infinity.

15. All communications between board members of Tradingscreen and employees between 2010 and 2017

16. All communications between Morgan Lewis and Tradingscreen employees between 2015 and December 2016.

17. All communications between the various attorney at Morgan Lewis working on the Tradingscreen case between 2014 and 2017.

18. A copy of all bank statements of TCV that will reflect payments to any board member, employees or anybody related to Tradingscreen including lawyers from 2007 to 2017.

19. All communications between Joseph Ahearn, Brian Nadzan, Chris Hollands, Michael Chin and all Tradingscreen board members, lawyers and themselves.

20. All communications between all the people present in the room in May 2016 between them, Tradingscreen board members, lawyers and among themselves and any outside person from June 2016 to 2017. All their personal emails from 2015 Dec to 2017.

21. All communications at Bloomberg on the Tradingscreen case among Bloomberg employees, between Annie Massa and other people at Bloomberg, between Annie Massa and any external person but Tradingscreen employees, any communication between Annie Massa and her boss regarding Tradingscreen, any communication between Michael Bloomberg, Tom Segunda regarding Tradingscreen from 2010 to 2017.

22. All communication between Tom Segunda and Brian Nadzan from 2010 to 2017

23. All communication with the hackers that Tradingscreen used to hack my different profiles and their invoices, especially the Wikipedia profile.

24. A copy of all the indemnification agreements of the board members by the company.

25. A copy of all the payments of Tradingscreen to the lawyers in Delaware Morris James that supported their action in Delaware on the corporate side and the justification given for the payment by the company given that this is not covered by the indemnification agreement.

26. A copy of all the payments from Tradingscreen to the lawyers involved in the various cases and

especially Morris James in Delaware and the justification for these payments compared to the indemnification agreement for the new Delaware proceeding.

27. A copy of all the investments made in Quo systems and BideFX detailed by type and a list of all the sales detailed by client name.

28. All minutes and list of participants of all compensation committees from 2010 to 2017.

29. All minutes of all board committees from 2010 to 2017 including the minutes of all the executive committees (the new board) that exclude us from any information.

30. All communications between Weil Gotschel and Morgan Lewis and the arbitrators as well as the amount of business between the arbitrators, their firms and Morgan Lewis and Weil Gotschel in the last three years.

31. A copy of all the financials of Quo systems and BideFx as well as a copy of their cap table, their incentive plan and the detailed list of the recipients and the awards granted to each recipient.

32. All communication between Silicon Valley bank and TCV and all the other board members and Tradingscreen

33. A copy of all documents and agreements between the company and Silicon Valley bank, Silicon Valley bank and TCV and the board members and Silicon Valley bank. A copy of the file going to the credit committee of Silicon Valley bank for the Tradingscreen file.

34. A copy of the agenda of Frank Placenti and bob Trudeau between January 2016 and December 2017 for Bob Trudeau and since Frank Placenti came to the board.

35. A copy of all agreements signed between TCV and Michael Chin, Chris Hollands, Megan Lyons, Patrick Egan and other employees of Tradingscreen between 2007 and 2017.

36. All communications between the arbitrators and Morgan Lewis, Weil Gotschel and Kasowitz.

37. A copy of all the correspondence, agreements and communications that involved Tradingscreen between the arbitrators, their firms and the Tradingscreen, TCV Pierre Schroder, Piero Grandi Morgan Lewis and Weil Gotschel camp.

38. An outline of all the business done between the arbitrators and their firms with Morgan Lewis and Weil Gotschel and Kasowitz in USD over the last two years.

39. A list of all the arbitrations where since the Tradingscreen case the arbitrators have participated and been selected by Morgan Lewis, Weil Gotschel and Kasowitz.

40. All the emails from the email address of Piero Grandi gpg@cuccumaio.com and all the WhatsApp groups communications created by Pierre Schroeder as shown in exhibit 3 from 2010 to today.

41. All emails between Tradingscreen, Morgan Lewis, Morris James, Morris Nichols, TCV and judge Laster until Morris James stopped his representation of Philippe Buhannic and Patrick Buhannic.

42. All payments done between any of the board members, TCV of any of the law firms involved and judge Laster or advantages granted like memberships etc.

43. The agenda of Ken Nachbar from end of 2015 to December 2017.

44. A complete copy of the T&E of Pierre Schroeder and Piero Grandi from May 2016 to today with justification of the expenses.

45. A copy of the new lease for the new office in NY and the old lease as well as the economic analysis justifying the move.

46. A copy of the internal reports of TCV on Tradingscreen from 2007 to 2017.

47. A copy of all agreements between TCV and Evercore partners signed around the time of the mandate with Tradingscreen in 2010.

48. All documents regarding TCV talking to the market about Tradingscreen especially to Barclays bank. All documents exchanged with Barclays or any potential investment banker or acquirer.

49. All documents where TCV talked to any of the clients of Tradingscreen about Tradingscreen.

50. All emails and communication between Vassos and Pollack and Dennis Block and Ken Nachbar about Tradingscreen and Philippe Buhannic during the period where Morgan Lewis and Dennis Block were the lawyers of Tradingscreen and Buhannic the CEO and Ken Nachbar was his representant until mid-2017.

51. All communications on the deal that was stroke between TCV and Pierre Schroeder and Piero Grandi

and the company and a copy of all the lawyers working papers, the full agreement, the emails texts and all communication about this agreement including the exchange of emails between lawyers.

52. A copy of the contract signed by Tradingscreen to recruit hackers to destroy his profile on Wikipedia and manipulate it and do searches against him the contract and all the results of these researches.

53. A copy of the report from an external firm recruited by the executive committee that evaluated the stock at 14 cents in 2017.

54. A copy of the report of Centerview and Merrill lynch and evaluating the stocks at 0 in 2013. A copy of the memo from the CFO and the audit firm CBIZ proposing to retain 10 c for tax reasons despite the market value being 0 for the common stocks in 2014.

55. A table with the evolution of active screens over the last 3 years, screen being defined as having traded in the month before.

56. List of all the clients buy side and sell side at the end of each quarter since end of 2015.

57. A copy of all the contracts signed with new employees since May 2016.

58. Personal evaluation report of Mr. Trudeau at TCV for 2010, 2011, onward to today.

59. Copy of all agreements and all payments between board members and TCV or lawyers as intermediaries. For any purpose.

60. The legal analysis of Morgan Lewis and Weil Gotschal on the termination of Mr. Buhannic

61. All internal TCV documents on refusing the election of proposed new independent board candidates by common shareholders.
62. Legal analysis of their lawyer Weil Gotschal on refusing to nominate these candidates.
63. All documents demonstrating the refusal of TCV and the company to have Mr. Buhannic elected as it should to the comp committee.
64. All documents and emails and communication demonstrating the refusal of the board members to institute an investigation despite a clear case with Piero Grandi of mismanagement of corporate assets. All documents demonstrating the refusal by the board to take the consequences of this discovery and the emails and communication for all these points with lawyers. Internal papers of TCV on this subject.
65. All emails and other means of communication, personal, professional and hidden from the board members between themselves and TCV and the lawyers on my side Morgan Lewis and Dennis Block and Bruce Rosenthal while they represented me until May 2016.
66. A copy of all the emails of Bruce Rosenthal from January 2015 to today personal and professional.
67. A copy of all agreements between TCV, Piero Grandi, Pierre Schroder, Tradingscreen and Bruce Rosenthal between 2014 and 2017.
68. A list and copy of all the payments made by the company, TCV, any of the board members or any lawyers to Bruce Rosenthal from 2010 to 2017
69. A copy of all the agreements of the company, TCV, Pierre Schroeder, Piero Grandi and John Gross

the CFO between 2010 and 2017 and all the private correspondences of John Gross with all Board members in the back of Mr. Buhannic.

70. A list of all the payments made to John gross by the company or TCV or any board members from 2013 to 2017.

71. A list and description of all the payments of the company, TCV or any board members to any employees of trading that were in the room of the supposed incident and the documentation associated with the payment.

72. A copy of all the emails personal and professional of Joseph Ahearn from 2009 to 2017 that is about Tradingscreen or the plaintiffs or linked to the case with TCV, Piero Grandi, Bruce Rosenthal, John Gross or any other actor involved in the case.

73. All emails from TCV and all agenda of TCV board members from 2007 to 2017 with either Tradingscreen employees, consultants or lawyers' meetings or emails and any other form of communications.

74. A copy of the internal TCV evaluation report of TCV for its stake in Tradingscreen from 2013, 2014, 2015, 2016, 2017.

75. A copy of the agreement of Frank Placenti and TCV with his compensation package and his statement of work.

76. A copy of all communications by TCV to any Tradingscreen clients or partners or potential partners where there was a discussion on Tradingscreen with Barclays bank and Reuters and all the communication attached to it. From 2010 to 2017.

77. A copy of all the attempts by TCV to find an interest in buying Tradingscreen with the file given the names of the companies and all attached docs.
78. A copy of the net worth reports of Pierre Schroeder and Piero Grandi in June 2016 and now.
79. A copy of the file given to the board at the time of Mr. Buhannic dismissal to justify this dismissal.
80. A copy of all communications between board member in any way on this subject.
81. A copy of the decision of the board canceling Mr. Buhannic restricted stocks officially the only way to do it.
82. A copy of the decision to exclude Mr. Buhannic restricted stocks from the automatic vesting for restricted stocks before 2015.
83. A copy of the minutes of the compensation committee that granted the stocks to management with the list of the participants to this compensation committee.
84. A copy of all the credits on Piero Grandi accounts from 2007 to 2017 and on Cuccumaio accounts directly or any other credit on his personal accounts,
85. All accounts closed at the end of December 2017 as they are available, we know that.
86. Accounts of the BideFx subsidiary at end of December 2017.
87. Accounts for Quo systems at end of December 2017.

88. Calculation of Run rate revenues and costs calculating these based on the current levels of business and costs, on a full year basis, at the end of December 2017 and incorporating non-renewed contracts and committed costs.

89. Total T&E account and T&E for the top 5 people in the company including CEO and Chairman in detail with justification of the expenses.

90. List of clients lost since June 2016, 2017, and list of clients accrued since June 2016.

91. Details of debt/leases undertaken since January 2016 or any other commitments taken by the company.

92. Number of Screens active at the end of June 2016 and December 2017: (Screens are active if they have traded in the last month).

93. Total amount of legal costs since June 2016 by legal firm and by subject.

94. All written or electronic documents, communications or other records relating to analysis of the asset carve-out for the foreign exchange and wealth management subsidiaries and the resources, number of people, and total costs committed to it since inception, including any analysis on creating a foreign exchange and/or wealth management subsidiary, cost-benefit analyses, revenue targets, budgets and projected return on investment.

95. The incentive plans of Bide and Quo systems with the list of the beneficiaries of allocations detailed per recipient and a full cap table of both companies.

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96. All written or electronic documents, communications or other records relating to the impact of the depreciation costs of the restricted stock plan on the Company's profits and losses and the calculation backing up this depreciation.

97. All written or electronic documents, communications or other records relating to cost-benefit analyses concerning continuing or closing the Brazilian operations, the Chicago office and the Boston office including but not limited to the costs due to the closure of these offices over the next two years and any associated legal costs.

98. All written or electronic documents, communications or other records relating to analyses of the costs of the New York office as it is today versus the new office over the next five years and its impact on the costs run rate annualized.

99. All written or electronic documents, communications or other records relating to analyses concerning the business rationale of creating an office in Frankfurt and any business plans or forecasts of revenues or costs of the Frankfurt office for the next three years on an annualized run rate basis for costs and revenues.

100. All written or electronic documents, communications or other records relating to brokers that have moved from a prepayment schedule to on top with no commitment, including but not limited to the price of renewal and a comparison between the historic price and the current price of renewals in 2016, as well as the percentage of overall prepaid deals as of now compared to the end of 2015 and 2016.

101. All written or electronic documents, communications or other records to any contracts renegotiated

in the last six months with current clients and the net financial impact on the Company of these renegotiated contracts on a run rate annualized basis.

102. All written or electronic documents, communications or other records relating to aged customer balances and a list of clients who have not paid their bills for more than a month with the outstanding amounts:

103. All written or electronic documents, communications or other records relating to the cost to the Company of the new hires since the beginning of 2016 in annualized run rate, and information regarding their total compensation (including equity compensation, if any).

104. All written or electronic documents, communications or other records relating to analyses since May 2016 of all consulting/audit/accounting costs incurred by the company by purpose and by provider.

105. All written or electronic documents, communications or other records relating to all payments to Board members and their travel and entertainment expenses (“T&E”) and the detail of these with copy of the original receipts and a copy of the company T&E policy since May 2016.

106. All written or electronic documents, communications or other records relating to all severance payments that have been made since May 2016 and a copy of all separation agreements.

107. All written or electronic documents, communications or other records relating to any contracts between the Company and the following individuals:

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Bob Trudeau, Frank Placenti, Pierre Schroeder, Piero Grandi, Bruce Rosenthal and John Gross.

108. All written or electronic documents, communications or other records relating to the Company's recent valuation of its stock at 14 cents, including but not limited to, any valuation materials provided to the Company by the recent valuation consultant, the contract with that consultant, and all communications with the consultant concerning the company's input given to the consultant to perform the valuation.

109. All written or electronic documents, communications or other records sufficient to show all the Board's committees and their composition at the end of December 2017.

110. All written or electronic documents, communications or other records relating to the costs of services used by the Company between October 2015 and present day in connection with obtaining information, legal advice, detective services, consulting or other expenses on Philippe and Patrick, including but not limited to any such services provided by Bruce Rosenthal and John Gross or any other person dedicated to this task.

111. All written or electronic documents, communications or other records relating to the board, and the recordings of all board meetings since May 10th, 2016, as well as all board minutes that refer to these board meetings.

112. A copy of all yearly conflict of interest declarations of all board members signed and executed for the last three years, as well as an update from each board member on the new potential existing conflicts of interest, and a new executed form to declare these

conflicts of interests as required by the company policy and in the format accepted by the company.

113. A copy of the contract between all board members and the company, or between the board members and any entities that could create a conflict of interest, and the representation contract of Frank Placenti with TCV and any contract, understanding, deal or otherwise existing between TCV and any board members since 2007.

114. All written or electronic documents, communications or other records (salesforce, revenues run per person, etc.) reflecting the production of revenues by sales people in USD for all the sales employees that received a bonus or a stock allocation for the 2016 and 2017 year.

115. All written or electronic documents, communications or other records regarding the events that led to the improper release of the employees' confidential information as well as all the legal, technical and other advice on this subject sought after and obtained by the company as well as a list of the employees affected and the people responsible for letting the information get out of the protected server.

116. All written or electronic documents, communications or other records that would have been sent to board members by the company lawyers and advisors or consultants: Bruce Rosenthal, Morgan Lewis, Kenneth Nachbar, Dennis Block or any other without copying Philippe Buhannic and Patrick Buhannic since January 2016 in breach of the equal information right of all board members.

117. All written or electronic documents, communications or other records relating to any settlements

or potential settlements in connection with the Delaware Series D redemption litigation (the “Delaware Redemption Litigation”). The copy of the final agreement signed between TCV, Pierre Schroeder, Piero Grandi and potentially the company, mentioned multiple times in communications and that we are, as board members entitled to see at it relates to the future of the company to discharge ourselves of our fiduciary duties.

118. All the emails exchanged on the incident by the participants of the sales meeting when the supposed incident happened as well as Joseph Ahearn and Nirav Parapatti on the same incident from April 2016 to September 2016.

119. All Emails and communication with Trading-screen related people in any way from and to Bruce Rosenthal after September 2015 to September 2016.

120. All emails from Doug Schwartz and Morgan Lewis to and from the participant at the sales meeting when the supposed incident happened as well as all the recording he made of the conversations with the supposed participants and the doctored memos he wrote on their testimony completely doctoring their testimony as proven with the documents we have.

121. All emails from and to the plaintiffs, Brian Nadzan personal and professional with people at Bloomberg or any other means of communication regarding the supposed incident.

122. Cell phone and desk phone logs of Brian Nadzan, the plaintiffs and the participants in the supposed incident especially Mr. muller, Grandi, Ahearn, Joshi, Parapatti, Nadzan, Schroeder.

123. All communication by Tradingscreen versus the press concerning the supposed incident.

124. Contract between Beatrice Strasser and Piero Grandi for her work for him personally and at the restaurant Scalco or in any other capacity.

125. Foreclosure documents on the property of Piero Grandi in Sardinia Cuccumaio and the list of recent payments to the banks since 2010 as well as the origin of the funds.

126. All communications between Piero Grandi and John Gross and Bruce Rosenthal since January 2015.

127. All email between the plaintiffs and the audit firm CBIZ on the stock count since January 2015 and especially the working papers of the three audits 2015, 2016, 2017 and the spreadsheet remitted by management canceling the Restricted stocks of Brian Nadzan, Tim Rast and some other employees for non-performance of the objectives as well as the documents that shows that the current management has without authorization reestablished these people into their restricted stocks.

128. All emails from 2007 to today between Bruce Rosenthal and Joseph Ahearn on stock count, majority stocks and voting.

129. A copy of all the stock value used by CBIZ for 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 in its GAAP accounting for tax reasons and the justification of this value used and the documents relevant to it.

130. All documents since 2000 to today from Bruce Rosenthal, Joseph Ahearn, David Pollack and TCV and Bob Trudeau on the explanation of the working founders and shareholders agreement.

131. All communication between any board members and any of the top 20 employees by pay of Trading screen from 2010 to September 2016.

132. All the email between Ken Nachbar, Dennis Block and Board members on which Patrick and Philippe Buhannic were not copied.

133. A table confirming the payments for retirement to Mr. Buhannic since his contract got signed in 2007 and all communications about the retirement of Mr. Buhannic between the compensation committee members and the company and TCV on this subject.

134. The documents or legal analysis explaining the non payment of the bonus of Mr. Buhannic in clear contravention of his contract and all communications between the rogue board members and TCV and the compensation committee that will explain this non payment.

135. The documents or legal analysis that justifies the non-payment of Mr. Buhannic cash and stock bonus for the years in questions, 2013 to 2016 in clear contravention to his employment contract and all communication on this subject between the rogue board members and the compensation committee and TCV.

136. A list of all Restricted stocks by recipient that have vested after the broad decision to vest all restricted stocks before 2015. A list of all the restricted stocks that did not vest and the justification for not vesting these stocks with the documentation of the board approval for these decisions.

137. A list of all the recipients and the amount received by them of their share of the dividend they received at the time of the vesting of these restricted

stocks and the list of the recipient of restricted stocks that did not get their dividend paid at this vesting.

Missing Items from Production

1. All the texts and WhatsApp messages that are critical as they used this communication to avoid being caught manipulating. In particular the WhatsApp groups 1 to 10 maintained by Pierre Schroeder.
2. All the private emails from Cuccumaio emails etc., and Pierre Schroeder private emails as well as the emails from Bob Trudeau etc.
3. All the financial transactions between TCV and Piero Grandi and Bob Trudeau that happened during the period and since the coup.
4. The agreement between the company, TCV and the two rogue board members against Philippe and Patrick Buhannic.
5. All the communications between the two rogue board members and TCV and the Lawyers as intermediaries.
6. The documents requested in the 220 information demand that was logged under 655848/2017.
7. All the financial transactions between the two rogue board members and TCV and especially the payments from TCV directly or indirectly to Piero Grandi.
8. All the communications between Bloomberg, Brian Nadzan, the two rogue board members, Tom Segunda at Bloomberg regarding the supposed incident.
9. All the communication between the top employees of Tradingscreen and the two rogue board

members in the days preceding and following the supposed incident.

10. All the information requested in the second discovery request and never provided.

11. All the information requested in the third discovery request and never provided.

12. Most of the documents that would be incriminating or valuable have been "forgotten" and not supplied making this discovery totally useless. The lawyers have manipulated our demands and made them de facto ineffective, bombarding us with useless documents and retaining all the documents that would help our case. Another case yet, as if we needed more, of the totally corrupt nature of Morgan Lewis as a legal firm.

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APPENDIX I
MANIPULATION OF SOCIAL MEDIAS BY DEFENDANTS

MANIPULATION OF SOCIAL MEDIAS

Below are the Wikipedia Profile changes & Date (with screenshots and links) as manipulated by the Defendants and their Hackers team. These changes are still there today as we wanted to leave the proof of their manipulation. Wikipedia also offers an independent and unalterable tracking of the changes which easily demonstrates the ill intent of the Defendants as they hacked my profile and made me person assaulting others BEFORE this was even happening and resolved demonstrating the manipulation better than any words from expensive lawyers of the defendants.

All links are public and can be verified independently.

A change in your profile occurred on May 16, 2016 and it was reversed on May 17, 2016.

TradingScreen official “Change of Leadership announcement” took place on May 18, 2018.

The IP used for the changes was: 5.101.65.138

According to IP tracker this IP is based in Russia which suggests a proxy was used to post the changes.
<http://www.ip-tracker.org/locator/ip-lookup.php?ip=5.101.65.138>

App.60a

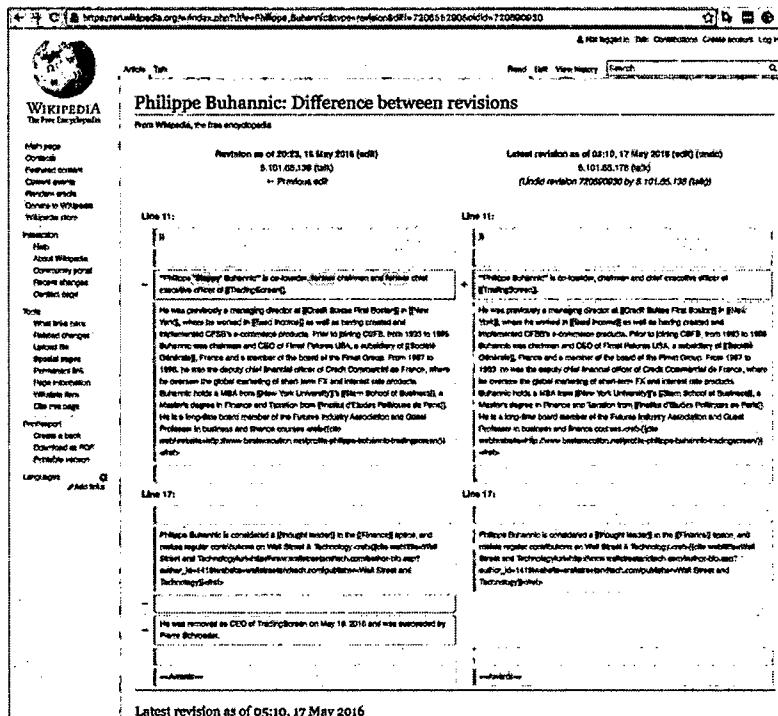
A breakdown of the changes of Philippe Buhannic personal profile.

https://en.wikipedia.org/wiki/Philippe_Buhannic

History of changes in Wikipedia:

Proving the assault was fake and manipulated as Wikipedia was changed days BEFORE that the fake assault even happened!

https://en.wikipedia.org/w/index.php?title=Philippe_Buhannic&action=history



Philippe Buhannic: Difference between revisions

Revert Edit View history Search

Latest revision as of 05:10, 17 May 2016 (edit) (undo) (prev) (next) (undo) (diff) (old revision 72055129064610 by 8.101.65.176 (talk))

Line 11: *Philippe Buhannic is considered a [rought leader] in the [Financial] sector, and notable contributions on Wall Street & Technology industries worth mentioning and the biography on www.prudential.com.hk/about-us.aspx author John D. Stilgoe and others on www.prudential.com.hk/about-us.aspx Wall Street and Technology details*

Line 11: *Philippe Buhannic is considered a [rought leader] in the [Financial] sector, and notable contributions on Wall Street & Technology industries worth mentioning and the biography on www.prudential.com.hk/about-us.aspx author John D. Stilgoe and others on www.prudential.com.hk/about-us.aspx Wall Street and Technology details*

Line 12: *He was removed as CEO of Prudential on May 18, 2016 and was succeeded by Perry Schrodier.*

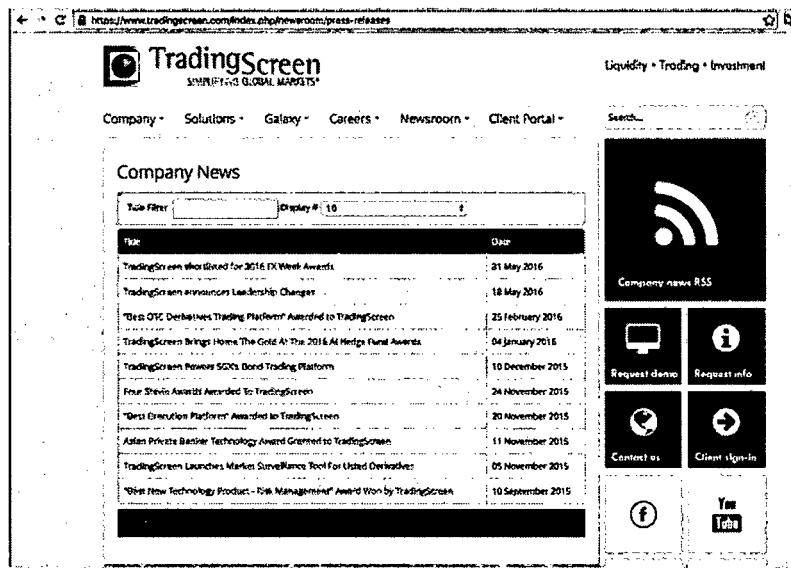
Line 12: *Philippe Buhannic is considered a [rought leader] in the [Financial] sector, and notable contributions on Wall Street & Technology industries worth mentioning and the biography on www.prudential.com.hk/about-us.aspx author John D. Stilgoe and others on www.prudential.com.hk/about-us.aspx Wall Street and Technology details*

Latest revision as of 05:10, 17 May 2016

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TradingScreen Site announcement (see 2nd line):

<https://www.tradingscreen.com/index.php/newsroom/press-releases>



The screenshot shows the TradingScreen website with the URL <https://www.tradingscreen.com/index.php/newsroom/press-releases> in the address bar. The page title is "Company News". On the left, there is a table of news items with columns for "Title", "Date", and "Link". On the right, there is a sidebar with various links and icons. The sidebar includes a "Company news RSS" link, "Request demo", "Request info", "Contact us", "Client sign-in", and social media links for Facebook and LinkedIn.

Title	Date	Link
TradingScreen shortlisted for 2016 FX Week Awards	21 May 2016	Link
TradingScreen announces Leadership Changes	18 May 2016	Link
'Best OTC Derivatives Trading Platform' Awarded to TradingScreen	25 February 2016	Link
TradingScreen Brings Home The Gold At The 2016 Asia Hedge Fund Awards	04 January 2016	Link
TradingScreen Wins SICCI Best Trading Platform	10 December 2015	Link
Four Stevie Awards Awarded To TradingScreen	24 November 2015	Link
'Best Execution Platform' Awarded to TradingScreen	20 November 2015	Link
Asian Private Banker Technology Award Granted to TradingScreen	11 November 2015	Link
TradingScreen Launches Market DataMarket Tool For Listed Derivatives	05 November 2015	Link
'Best New Technology Product - Risk Management' Award Won by TradingScreen	10 September 2015	Link

App.63a

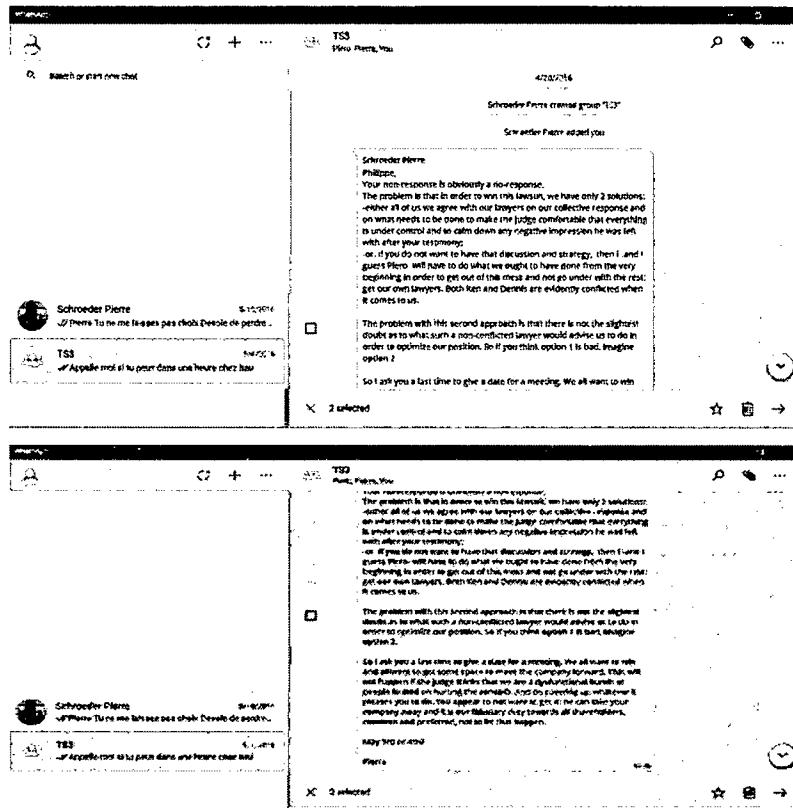
APPENDIX J
PROOF OF MANIPULATION OF
DISCOVERY BY DEFENDANTS

PROOF THAT THE DEFENDANTS HAVE HIDDEN MOST OF THE COMMUNICATIONS IN BREACH OF DISCOVERY RULES

Whatsapp messages (partial) not provided by the defendants. There are many groups and texts as they choose to hide their tracks by using electronic communications.

These messages proved without any doubt that the Defendants have been hiding their communications using electronic means and contrary to the discover not surrendering their real communication as it would prove their manipulation consequences if land ill intent. The message from Pierre Schroeder to me on April 24th, so just one day before the supposed incident THREATENING me clearly of consequences if I did not comply to their desire of getting more responsibility (and mostly more MONEY) from the company as they were both (Piero Grandi being in foreclosure and Pierre Schroeder in ruin because of a second expensive divorce) financially ruined. This followed a direct threat by my lawyer in Delaware Ken Nachbar asking me to put Piero Grandi as chairman of the board or "suffer consequences" a few months before. There was clearly a coup organized and the rogue board members used the electronic communication to avoid leaving trace but did not answer the call of the discovery to surrender these messages as it was clearly defined and requested as it will incriminate them badly. Instead they bombarded us with invoices and value less documents. The court should penalize their attitude severely.

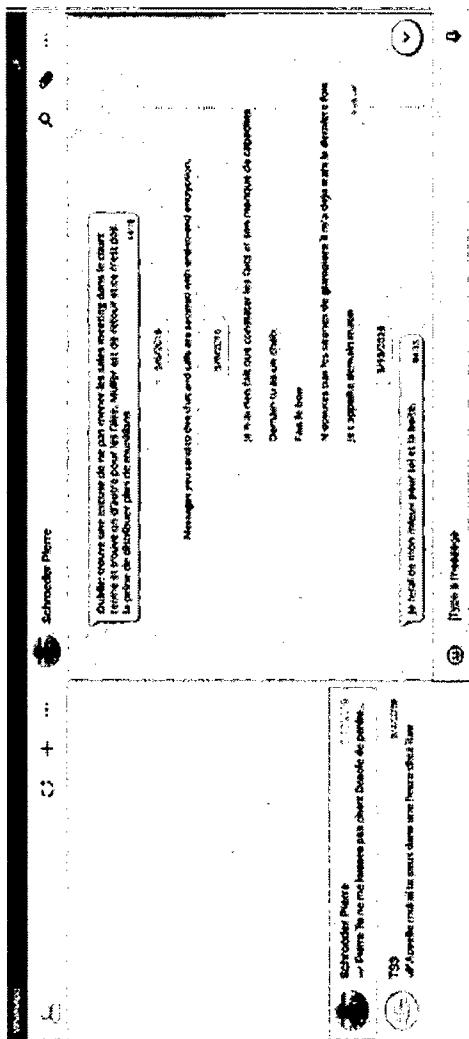
App.65a



If this is not a Threat, I don't know what a threat is!

App.66a

One of the multiple manipulated electronic groups created by Pierre Schroeder and not surrendered in Discovery.



App.67a

APPENDIX K
MULTIPLE REQUESTS FOR DISCOVERY IN
COURT WITH NO EFFECT

PLAINTIFFS' THIRD REQUEST
FOR DISCOVERY AND INSPECTION
(NOVEMBER 7, 2017)

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,

Plaintiffs,

v.

TRADINGSCREEN INC., PIERRE SCHROEDER,
PIERO GRANDI, FRANK PLACENTI,
ROBERT TRUDEAU, TCV VI. L.P., and
TCV MEMBER FUND, L.P.,

Defendants.

Index No. 653624/2016

PLEASE TAKE NOTICE THAT, Pursuant to Article 31 of the Civil Practice Law and Rules, and the applicable Rules of the Supreme Court of the State of New York, County of New York, Plaintiffs Philippe Buhannic and Patrick Buhannic, by and through their attorneys, Shibleth LLP, hereby demand that Defendant TradingScreen, Inc. serve a written response to this Third Request for Discovery and Inspection and produce the documents or things specified below electronically,

or, at the offices of Shibleth LLP, One Penn Plaza, Suite 2527, New York, New York 10119, Attn: Daniel S. Goldstein and Joshua Levin-Epstein, Esq.

Definitions

Same definitions as for the Fourth request

Instructions

Same instructions as for the Fourth request

Form of Document Production

Same form of document as for the Fourth request

Document Requests

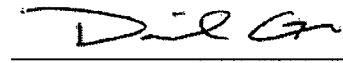
4. A list of any new Debt acquired or leases signed since June 2016.
5. A list of all clients lost since June 2016 and a list of clients acquired since June 2016.
6. A list of all accounts closed at the end of June 2017.
7. A list of the number of screens active at the end of June 2017 (i.e. screens that have traded since then).
8. A current calculation of TradingScreen's run rate costs and revenues.
9. Accounts of BidFX, including allocation of stocks in the BidFX incentive plan, and amounts invested into BidFX by TradingScreen.
10. All outstanding agreements between (i) TCV and the Board members; and (ii) TCV and TradingScreen.

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Respectfully submitted,

Shiboleth LLP

By:


Daniel S. Goldstein
Joshua Levin-Epstein
1 Penn Plaza, Suite 2527
New York, New York 10119
(212) 244-4111

Dated: New York, New York
November 7, 2017

PLAINTIFFS' SECOND REQUEST
FOR DISCOVERY AND INSPECTION
(JUNE 27, 2017)

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,

Plaintiffs,

v.

TRADINGSCREEN INC., PIERRE SCHROEDER,
PIERO GRANDI, FRANK PLACENTI,
ROBERT TRUDEAU, TCV VI. L.P., and
TCV MEMBER FUND, L.P.,

Defendants.

Index No. 653624/2016

PLEASE TAKE NOTICE THAT, Pursuant to Article 31 of the Civil Practice Law and Rules, and the applicable Rules of the Supreme Court of the State of New York, County of New York, Plaintiffs Philippe Buhannic and Patrick Buhannic, by and through their attorneys, Shibleth LLP, hereby demand that Defendant TradingScreen, Inc. serve a written response to this Second Request for Discovery and Inspection and produce the documents or things specified below electronically, or,

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at the offices of Shibleth LLP, One Penn Plaza, Suite 2527, New York, New York 10119, Attn: Daniel S. Goldstein and Joshua Levin-Epstein, Esq.

Definitions

Same definitions as for the Fourth request

Instructions

Same instructions as for the Fourth request

Form of Document Production

Same form of document as for the Fourth request

Document Requests

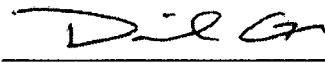
1. The current capitalization table of TradingScreen.
2. All previous versions of the capitalization table of TradingScreen over the last 24 months.
3. The current stock ledger of TradingScreen.
4. All previous versions of the stock ledger of TradingScreen over the last 24 months.
5. TradingScreen's current D&O insurance policy.
6. TradingScreen's D&O insurance policies for 2015 and 2016.
7. Any claims submitted by any directors or officers for coverage under TradingScreen's D&O insurance policy from January 1, 2015 to the present date.
8. Any claims submitted by TradingScreen to insurance companies under TradingScreen's D&O insurance policy from January 1, 2015 to the present date.

App.73a

Respectfully submitted,

Shiboleth LLP

By:


Daniel S. Goldstein
Joshua Levin-Epstein
1 Penn Plaza, Suite 2527
New York, New York 10119
(212) 244-4111

Dated: New York, New York
June 27, 2017

App.74a

APPENDIX K
TRANSCRIPTS HEAVILY DOCTORED BY
JUSTICE FRIEDMAN IN A CLEAR AND
RECORDED CASE ON ADEOLU SUNDAY

TRANSCRIPT OF THE ADEOLU SUNDAY INCIDENT BEFORE DOCTORING

[Transcript, p.8]

THE COURT: So that will be the ruling, then.

Now, Mr. Buhannic, you will have the right to proceed without counsel in this action but you will be held to the same standards as parties who have counsel, and that is what I must do. You have already had two well-known law firms in this case; Kasowitz, Benson and the Shibleth law firm. You, evidently, have not been in agreement with either counsel.

I strongly urge you to retain counsel to represent you in this matter. And this is a complicated commercial case, involving complicated procedural and substantive issues; and I must hold you, whether represented or not, to the same standard as represented parties. While you have the right to proceed on your own, a case like this is very difficult to negotiate without counsel.

Now, Mr. Sunday, would you come forward, please?

(Mr. Sunday complied.)

THE COURT: You may stand next to Mr. Buhannic.

(Mr. Sunday complied.)

THE COURT: Do I understand that you are an attorney admitted to the Bar in Nigeria?

MR. SUNDAY: That's correct.

THE COURT: And do I also understand that you are studying at NYU Law School?

MR. SUNDAY: I actually finished.

THE COURT: Did you study for a JD or an LL.M.?

MR. SUNDAY: LL.M.

THE COURT: Okay. Well, I want to tell you that we do not allow laypersons—and I'm treating you as a layperson out of no disrespect. You have your Nigerian Bar.

You're not admitted to the New York Bar; correct?

MR. SUNDAY: Correct.

THE COURT: All right.

We do not allow the practice of law by people who are not admitted to the Bar or who are not admitted *pro hac vice*.

And the practice of law can be a tricky thing. Calling the Court to find out how to get relief for Mr. Buhannic and ghostwriting papers that—I'm not saying you've done it yet, that you've ghost-written any papers; but writing papers without having your name on them, giving legal advice, all of that can be considered to be the unauthorized practice of law. And I am just putting you on notice that if I have a concern that that is happening here, I will refer this matter to the disciplinary committee that regulates lawyers' affairs; and if you have any thought of being admitted to the New York Bar, that could be very problematic.

So please don't put yourself in a position where you are engaging in the unauthorized practice of law. I'm going to assume that you haven't, up to this point, and I just want you to be on notice of how serious a matter that could be.

Is that understood?

MR. SUNDAY: Right. I understand that, but I'm not doing like that.

THE COURT: You are not . . .?

MR. SUNDAY: I understand that, but I am not doing anything like that.

THE COURT: All right, very good.

MR. BUHANNIC: Never did, never will.

THE COURT: Excuse me?

MR. BUHANNIC: Never did, never will.

THE COURT: Very good.

MR. BUHANNIC: He's an intern.

THE COURT: Just make sure that he doesn't—

MR. BUHANNIC: I have interns all my life

THE COURT: Mr. Buhannic, only one person . . .

[. . .]

TRANSCRIPT OF THE ADEOLU SUNDAY
INCIDENT BEFORE DOCTORING CLEAR
DESTRUCTION OF EVIDENCE BY A JUDGE

[Transcript, p.65]

THE COURT: And who is the gentleman seated in the back of the room, on the far right?

MR. BUHANNIC: He is my intern.

THE COURT: Your . . .?

MR. BUHANNIC: Intern.

THE COURT: Intern?

MR. BUHANNIC: Yeah.

THE COURT: Would you come forward, sir, and state your name for the record, please?

MR. SUNDAY: I will.

(Mr. Sunday entered the well of the courtroom.)

MR. SUNDAY: My name is Adeolu Sunday.

THE COURT: Can you spell that, please Proceedings.

MR. SUNDAY: It's spelled A-d-e-o-l-u, Sunday, S-u-n-d-a-y.

THE COURT: And is "Sunday" the last name?

MR. SUNDAY: Yes.

THE COURT: Mr. Sunday, you have contacted us on a number of occasions; have you not?

MR. SUNDAY: Can you say that again?

THE COURT: You have contacted the Court, both my chambers and my clerk, on a number of occasions; have you not?

MR. SUNDAY: Just one.

MR. BUHANNIC: It was under my control and under my request.

THE COURT: Excuse me. All right, we'll discuss that further later.

Would you just sit where you can be sure that you can hear everything, Mr. Sunday?

MR. SUNDAY: Okay.

(Mr. Sunday complied.)

App.80a

APPENDIX L
MOTION TO CORRECT TRANSCRIPTS HEAVILY
DOCTORED BY JUSTICE FRIEDMAN ON MARCH 12, 2019

**PLAINTIFFS' MOTION FOR CORRECTION OF
THE ERRONEOUS, HEAVILY DOCTORED AND
FAULTY TRANSCRIPT OF MARCH 12, 2019
(JANUARY 10, 2018)**

**SUPREME COURT OF THE STATE OF NEW
YORK COUNTY OF NEW YORK**

PHILIPPE BUHANNIC,

Plaintiffs,

v.

**TRADINGSCREEN INC.; PIERRE SCHROEDER;
PIERO GRANDI; FRANK PLACENTI; ROBERT
TRUDEAU; TCV VI, L.P., AND TCV MEMBER
FUND, L.P.,**

Defendants.

Index Number: 653624/2016

Before: Hon. Marcy S. FRIEDMAN, Justice.

Plaintiffs hereby move on the following grounds for the correction of the erroneous and doctored transcripts of the proceedings on March 12, 2019. Injustice Friedman has doctored this document so much that it has become a "fiction" writing that is there just to justify her complete collusion with the Defendants and the negative decisions she has decided to take against the Plaintiffs without any basis and trying to justify her collusion that is most likely based on

corruption and her discriminatory approach against the plaintiffs national origin and Pro se status as we are not like others improving her lifestyle. Injustice Friedman has refused to the Plaintiffs the most basic elements of due process aver this case from prohibiting discovery, to prohibiting us to correct our lawyers' mistakes and to amend our complaint or to recuse herself despite her obvious discrimination in a flagrant breach to the Federal due process guaranteed by Amendment XIV of the constitution. She had the opportunity to leave the case but did not as she wanted to exercise her bias and collusion against the Plaintiffs for the benefit of the Defendants, and decided illegally and contrary to due process to decide on her own recusal!.

Statement of Facts

On March 12, 2019, the Plaintiffs were in court for a simulacre of justice Injustice Friedman has made us used to unfortunately. This proceeding was architected by Morgan Lewis and Injustice Friedman in a colluded approach with them was staging the case to cancel our preliminary instruction. The stage was set to cover Injustice Friedman in her decision to come. We are not fools any more, after all her negative action against her and her double language, and we have realized the incredible collusion with systematic ex-parte communication between the Defendants and Injustice Friedman. Therefore we decided to read a statement after the startup questions, and we did. The statement is not even included in the Transcript! Worse in order to justify her decision on the preliminary injunction that she has for no reason linked to me testifying with Morgan Lewis, another due process breach, she has doctored the transcript of my clear answer yes at the

question if I wanted to testify! Morgan Lewis has refused twice now to take my testimony despite the fact that I live outside the country and that they are also perfectly equipped to do this from London in video conference, saving on a trip and exhaustion of the trip. The manipulation of Injustice Friedman is to say that I refused, which is totally inaccurate (Morgan Lewis did refuse to take twice my testimony) to testify! The transcript is a fiction writing by Injustice Friedman to justify her colluded decisions! Another due process breaches.

I have talked to the court reporters in the past and Injustice Friedman is well known to systematically doctor the transcripts. She did that in my case almost every time and I have the proof of it. In this specific case we should ask the court reporter for the tape and compare to the transcript, it will be interesting as a comparison.

Conclusion

For the foregoing reasons, Philippe Buhannic respectfully requests the Court, through the administrative judge, given the unacceptable bias of Justice Friedman, to enter an immediate cancel from the record the transcript of the proceedings on March 12, 2019 and to replace them by a transcript that is in line with what was said during these proceedings. I have added in exhibit # 1 a copy of my declaration, not reflected in the transcript currently like my answer yes to testifying, which was fully red before I left the room as the level of collusion was so obvious and pervasive with Injustice Friedman cooperating fully with the Defendants that there was not point for us to participate unfortunately. I would also request the

App.84a

court to review the transcripts in the past as they have
been also heavily doctored.

Bubannic

Philippe Bubannic
Aventura 318
Route des Creux 100
1936 Verbier
Switzerland

Dated: Verbier
January 10, 2018

The statement made by the Plaintiffs in court front of justice Friedman before leaving the court was taken out in the first version of the transcript published on NYSCEF there was no pages with my statement, after doctoring once justice Friedman and taking out my statement, then justice Friedman added back the statement when the plaintiffs complained to the administrative judge! The new transcript is three times as big! I have the tape and she also added that I refused the deposition when I said exactly the reverse and that I yelled and I did not yell. Given the facts, she has forced the court reporter to erase the tape to cover her tracks let's listen to ours.

Destruction and manipulation of evidence by a judge multiple times! amazing!

Statement

After close to three years of total inaction, one year and half of stays imposed by this court and decisions that are so outlandish that it could constitutes a best of 'what not to do "as a judge", it is time for me to move forward and stop losing my time with this court.

This court is the most corrupt, discriminatory and colluded I have ever faced in my long career which spans decades and so many countries that it is relevant as a comparison. This court has proved to be totally incompetent in all subjects covered, has shown a complete disregard for the law and the instructions of New York state and even worse the US constitution. It has denied me due process, discovery, right to amend complaints and so many basic rights guaranteed by the constitution that the judge in charge should put in early retirement for incompetence. The collusion

with the Defendants, the ex-parte communication and the discriminatory approach of this court is a shame on the entire US justice system and proves that the NY state court system is a laughable joke organized by the racketeering organization that is the NY bar association to benefit the big, corrupt law firms like Weil Gotschal and Morgan Lewis but not to render justice.

Given the level of corruption I have discovered I will appeal on higher jurisdictions, hopefully better than the infamously corrupt NY appeal court, first district where the chief clerk receives direct checks from Morgan Lewis and his crooks.

Thank you for your attention and may the court, as usual, doctor my statement as was done in the past by Injustice Friedman.

I decided given the collusion not to talk in the session and contrary to the transcript and I read a statement after stating that I will read a statement and leave. I did not yell, another convenient invention of the mystical justice Friedman and I just read my statement and went. I made also very clear that I will do my testimony.

Interestingly enough the statement was absent of the transcript before I send a motion to cancel the transcript for manipulation but clearly in the "Buddy-Buddy" system of the court of New York, justice Deborah Kaplan, the administrative judge, explained to her friend that this was a serious issue and miraculously now the statement, incomplete is back in NYSCEF. If you look at the history changes it will appear clearly. Another interesting manipulation of evidence by a judge backed by the administrative judge.

Plaintiff have been exposed to a systematic doctoring of the transcripts operated by justice Friedman in this case. The NYSCEF system can demonstrate that I am totally correct and that she tempered with evidence multiple times. I have also recordings (illegal) that prove multiple doctoring of the transcripts by justice Friedman.

The clerk office on top made it almost impossible to file my motion to protect justice Friedman as shown below despite evidence.

**Filing of Motion for Doctoring Transcript
by Justice Friedman**

Philippe Buhannic <pbuhannic@gmail.com>
Fri, May 3, 5:28 PM
To: efile@nycourts.gov

I have tried for two weeks to file this. You are blocking me illegally to do so. Give me a way to do it as this is unacceptable.

Thanks for your help to make the system a bit better . . .

TRANSCRIPT DOCTORED TWICE, WITH NO
STATEMENT ORIGINALLY, THEN RE-INCLUDING
MY STATEMENT AFTER WARNING TO JUSTICE
FRIEDMAN BY THE ADMINISTRATIVE JUDGE
(MARCH 19, 2019)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: CIVIL TERM: PART -60

PHILIPPE BUHANNIC and PATRICK BUHANNIC,
Individually and Derivatively on Behalf of
TRADINGSCREEN, INC.,

Plaintiffs,

v.

TRADINGSCREEN INC.; PIERRE SCHROEDER;
PIERO GRANDI; FRANK PLACENTI;
ROBERT TRUDEAU; TCV VI, L.P., and
TCV MEMBER FUND, L.P.,

Defendants.

Index Number: 653624/2016

Before: Hon. Marcy S. FRIEDMAN, Justice.

[Transcript, p.2]

THE COURT: On the record.

Good morning. May I have the parties' appearances, starting with the two Buhannics, name and address for the record, please.

MR. PHILIPPE BUHANNIC: I don't speak English, I'm sorry.

THE COURT: Counsel, your appearance, please.

MR. THOMPSON: Yes. Walter Thompson, 250 West 57th Street, New York, New York, 10107. For the Plaintiff, Mr. Patrick Buhannic.

THE COURT: Have you filed a notice of appearance, counsel?

MR. THOMPSON: I have, your Honor.

THE COURT: Counsel for the Defendants, please.

MR. VASSOS: Good morning, your Honor. John Vassos on behalf of the Defendant, Tradingscreen, Pierre Schroeder and Piere Grandi. And with me from my office is Peter Neger, N-E-G-E-R.

MR. CHRISTENSEN: Good morning, your Honor. Evert Christensen on behalf of TCV, Frank Placenti and Robert Trudeau.

THE COURT: Whenever one speaks please keep your voice up, because the acoustics are problematic in this courtroom. And please speak slowly so the court reporter can make a record.

I have issued an interim decision and order dated January 24th, 2019 on the Defendant's motion to vacate the preliminary injunction.

By that January 24th order I held various aspects of the motion in abeyance in order to afford the

Buhannic a further and final opportunity to submit to a deposition.

By supplemental interim order after I was informed that Mr. Philippe Buhannic was traveling to Europe to attend a funeral, I further held the motion to vacate the preliminary injunction in abeyance. And we are here today for a status conference.

I will hear from the parties 10 minutes per side with a 5 minute reply by the Defendants. So, it's 10:15 now by the courtroom clock. I will hear from the Defendants until 10:25.

And please talk between yourselves as to how you will divide up the time before we start.

MR. VASSOS: If I could, your Honor, I wonder if perhaps you want to take first the issue of Mr. Thompson who doesn't really have to sit through the whole argument, as he is trying to have his client dismissed. It's up to the Court, obviously.

THE COURT: Let's have 10 minutes per side, please.

MR. VASSOS: I'm happy to do that, your Honor.

Obviously, we have read your interim order and we understand your interim order.

On the issues of lifting the injunction and or possible dismissal of the case, we note that since the Court's order the actions of Mr. Philippe Buhannic further indicates his, frankly, contempt for the Court in this proceeding.

He filed a motion days later, about 8 days after the court conference. And he missed the January in The Federal Court. Again, repeating that he thought this Court had no jurisdiction. That he

belonged in The Federal Court, that was the proper court.

He also filed a series of motions to try and expedite the proceeding there which included a reargument of indemnification. A reargument of the books and records seeking to have that all resolved before the conference scheduled for the 6th and the obvious hope of having The Federal Court take action.

He also filed a removal of this action to The Federal Court, which was quickly remanded back as to having no grounds.

So, I would simply state that we believe his behavior and actions post this Court's preliminary order have only showed further contempt of the Court and warrant lifting the injunction in its entirety or of a dismissal of the action.

We turn then to the alternative remedy that we laid out in the letter that we sent to the Court on Friday, following the Court's instruction at the last conference.

THE COURT: I have read your letter and I have also read Mr. Philippe Buhannic's letters.

MR. VASSOS: I will be quick, again, your Honor. I understand the Court has taken time to read all of this. I would just note the following in that regard.

The action was commenced in July of 2016. At that time Plaintiffs and their counsel sought a TRO blocking us from exercising the right to re-purchase Mr. Buhannic's shares pending an arbitration in which they claimed there were 3

amendments signed by Mr. Buhannic both on behalf of the company and on behalf of the founders purporting to give away this re-purchase right and call right.

We all agreed at that time, as your Honor may recall, I said that we agreed that issue needed to be resolved. We wanted to have a quick arbitration on the issue. And we agreed to take no action on the call pending the arbitration.

That arbitration was held on the first week of May. Three days of hearings and witnesses with multiple exhibits. There was post hearing briefing that took the next three or four weeks. And a final argument in early June that resulted in a unanimous opinion by the arbitrators in favor of the company, that the 3 purported amendments were not valid and the company continued to have the right to call and re-purchase Mr. Buhannic's shares.

THE COURT: The arbitration award was confirmed by The Southern District; correct?

MR. VASSOS: That is the last point I was going to get to, your Honor, yes.

THE COURT: But, is that affirmation of the award on appeal?

MR. PHILIPPE BUHANNIC: No, it's on appeal right now.

MR. VASSOS: I was going to say, yes, as we noted in our letter he has appealed.

THE COURT: So, the appeal is pending?

MR. VASSOS: Yes, it moves at its own pace. But, I would note that the injunction specifically does not say through any motion to vacate, any motion to appeal. It says through the award. That is what was stipulated to by both parties and so ordered by this Court at the request of Plaintiffs. If your Honor remembers, they insisted that it be so ordered by the Court.

I will point out that in his decision confirming the award and ruling against the motion to vacate, Judge Ramos said that as we all know the Plaintiffs have a heavy burden in trying to overturn an arbitration award. He said the argument, quote, "was completely without merit", closed quote. And that they were, quote, "farfetched, unsubstantiated and purely speculative conspiracy theory", closed quote.

We waited for that confirmation. We don't believe we should have to wait for an appeal which will take months.

It has now been a year and a half since that arbitration award was entered. We believe on the face of the stipulation that we only had to wait until the award was rendered. And because we believe going forward, however, would conflict with the Court's preliminary injunction that was entered in March of 2017, we believe the appropriate remedy is to ask the Court to at the very least given all of this behavior, given that final arbitration award, to modify the injunction to allow us to pursue if we wish the call of the purchase right.

THE COURT: Has there been any communication with Mr. Philippe Buhannic about scheduling his deposition?

MR. VASSOS: Yes, your Honor, we have. On Friday he indicated he wanted a date. We offered Thursday of this week. He agreed to Thursday of this week, but said he would have to leave at 3:30. And we said, we were entitled to a full day so we would expect him to appear for the full day on Thursday. That is the current state.

THE COURT: Alright. Is there anything further before I hear from the Plaintiff?

MR. VASSOS: Not unless your Honor has any questions, no.

THE COURT: Now, you have indicated that counsel for Patrick Buhannic is going to seek to withdraw from this proceeding. I will hear from counsel in just a moment. Is there going to be any objection on your part?

MR. VASSOS: No. The only request we have is that he be willing to appear for his deposition in case if we choose to take it. He agreed to that. And with that we have no other conditions and agreed to allow him to dismiss with prejudice.

THE COURT: Is there anything else?

MR. VASSOS: Not that I can think of, unless your Honor has something.

MR. CHRISTENSEN: No, your Honor.

THE COURT: So, you have not used your full 10 minutes. I'll hear from counsel for Mr. Patrick

Buhannic. This will not take any time out of Mr. Philippe Buhannic's 10 minutes.

MR. THOMPSON: Thank you, your Honor.

I'm here on the instruction of my client, Mr. Patrick Buhannic, who has asked me to try and disentangle him from the various points of litigation that have pursued from this matter.

Originally, he retained me on a judgment that was being sought against him for previous legal fees from another firm. That was held before Judge Perry. He lost that. And after that he said he wanted to, basically, back out of all litigation.

A lot of the litigation has been commenced, it's my understanding, commenced and started without his knowledge. And a lot of the actions further followed by his brother have not been with his understanding at the time they were commenced. So, he would like to basically withdraw from the litigation.

We have had conversations with opposing counsel. We have agreed to, that he would appear for a deposition if it is so sought after co-plaintiff's deposition is taken. And to see if the case was going to proceed further than that. And he would make himself available for that purpose.

THE COURT: Is he seeking to discontinue any claims he has asserted in this action with prejudice?

MR. THOMPSON: Yes, your Honor.

THE COURT: Do you have anything further?

MR. THOMPSON: No, your Honor.

THE COURT: Alright. Now, I'll hear from Mr. Philippe Buhannic.

It's almost 10:25 by the courtroom clock, a little bit before. So, you may go until 10:35.

MR. PHILIPPE BUHANNIC: First, after the buying the arbitrator it's proven everybody in the business knows that these two crooked—bought the arbitrator. Everybody who was watching did nothing. It's not right.

I requested a list of all of the businesses between the two firms here and the arbitrator. It was never given to me. Guess why? Certainly these same psycho shit here, okay, have purchased everybody like my brother, which is very interesting. I'm sure he has a sweet deal on the price of the stock which I gave to him. He never paid for it. So, it indicates this Court is irrelevant.

So, after close to 3 years of total inaction, one year and a half of pain imposed by this Court and decisions that are so outlandish that they constitute the best of what not to do as a judge, it is time for me to move forward from losing my confidence in this Court.

This Court is the most corrupt, discriminatory and colluded I have ever faced in my long career which spans decades and in so many countries that it's worthy to compare it, worse than a judge in Brazil is much better than here (as heard).

This Court has proved to be totally incompetent in all subjects. I saw the complete disregard for the law and the restriction of New York State, especially the work was insignificant. Where you

have starved my resources for absolutely no reason. We don't know what—And even worse, The US Constitution, which I happen to know pretty well. I am a master of that.

It has denied me due process, discovery, right to have a Complaint and so many basic rights founded by the Constitution that the judge in charge should be put down every time for incompetence.

THE COURT REPORTER: Judge—

THE COURT: I believe—Excuse me, excuse me, Mr. Buhannic

MR. BUHANNIC: —to benefit the—But, not to render justice.

Given the level of corruption I have discovered I will have to be on a higher jurisdiction hopefully better than the infamously corrupt New York—Where the chief clerk did not check—

(Inaudible)

Thank you for your attention. And may the Court as usual doctor my statement as was done in the past by this Justice Friedman.

Thank you, very much.

THE COURT: Mr. Buhannic, are you agreeing to appear for the deposition, Mr. Buhannic?

MR. PHILIPPE BUHANNIC: I have offered to do my deposition. I have—I'm not going to waste my time. This deposition has no meaning, okay. You refused to give me discovery rights. You refused to give me my judicial rights. This is a Constitutional right.

I'll see you in Supreme Court.

THE COURT: Will you appear?

MR. PHILIPPE BUHANNIC: I'll see you in Supreme Court—

THE COURT: The record will reflect that Mr. Buhannic is yelling. And he has stormed out of the court. —

I don't think there's anything further to say today. Will you waive the reply?

MR. VASSOS: of course, your Honor.

MR. THOMPSON: Your Honor, just one thing for the record.

I would like to note Mr. Philippe Buhannic suggested that there was a deal for a sweet purchase price for his stock. We did investigate—

THE COURT: Excuse me, excuse me. I am not going to hear anything about that issue.

MR. THOMPSON: Okay, your Honor. Thank you.

THE COURT: I am granting the application of Patrick Buhannic to discontinue his claim in this action with prejudice. That application is being granted without opposition by the Defendants. And Mr. Buhannic, Mr. Philippe Buhannic did not, so far as I could tell, raise any opposition to Mr. Patrick Buhannic's discontinuance.

I am requesting that the Defendants and Mr. Patrick Buhannic obtain a copy of the deposition, e-file it and file a hard copy with the clerk of Part 60.

The transcript will not be so ordered until the hard copy is filed with the clerk of Part 60.

And let me just say, also, that the statement of Mr. Patrick Buhannic was made very quickly. So, we will just have to hope that the reporter got down whatever she could get down.

Alright. When I said the statement of Patrick Buhannic I meant Philippe Buhannic. I'm closing the record for today.

MR. VASSOS: Your Honor, just one more thing. I think you also misspoke. You said purchase the transcript of the deposition. I think you meant the transcript of the hearing.

THE COURT: I meant the transcript of the oral argument. So, if I misspoke, excuse me.

Alright. The record is closed for today's proceeding. Thank you.

* * *

Certified to be a true and accurate transcription of said stenographic notes.

/s/ Delores Hilliard
Official Court Reporter

So Ordered.

/s/ Marcy S. Friedman
J.S.C.

App.100a

App.101a

APPENDIX M
PROOF OF MORRIS NICHOLLS LAWYERS
OF THE PLAINTIFFS ATTACKING THEM
WHILE BEING THEIR LAWYER

PROOF THAT KEN NACHBAR FROM MORRIS
NICHOLLS AND DAVID POLLAK FROM
MORGAN LEWIS WERE ATTACKING MR.
BUHANNIC THEY WERE HIS LAWYERS

IN THE COURT OF CHANCERY OF THE
STATE OF DELAWARE

TCV VI, L.P., TCV MEMBER FUND, L.P., and
CONTINENTAL INVESTORS FUND LLC,

Plaintiffs,

v.

TRADINGSCREEN INC., PHILIPPE BUHANNIC,
PIERO GRANDI, PIERRE SCHROEDER and
PATRICK BUHANNIC,

Defendants.

C.A. No. 10164-VCL

Confidential Filing

EXHIBIT A TO RESPONSE OF MORRIS, NICHOLS,
ARSHT & TUNNELL LLP TO PHILIPPE BUHAN-
NIC AND PATRICK BUHANNIC'S MOTION FOR
COURT TO COMPELL [sic] FORMER COUNSEL TO
HAND OVER A COMPLETE COPY OF LITIGATION
FILE TO PHILIPPE BUHANNIC

YOU ARE IN POSSESSION OF A CONFIDENTIAL FILING FROM THE COURT OF CHANCERY OF THE STATE OF DELAWARE

If you are not authorized by Court order to view or retrieve this document read no further than this page. You should contact the following person:

Kenneth J. Nachbar (#2067)
Megan Ward Cascio (#3785)
Morris, Nichols, Arsh & Tunnell LLP
1201 N. Market Street
P.O. Box 1347
Wilmington, DE 19899-1347
(302) 658-9200

A public version is not required pursuant to Court of Chancery Rule 5.1(d)(2).

See below one of the rare internal emails paid by me and owned by the Plaintiffs that were refused in the file demand, despite an obvious right to it, with the complicity of the Delaware Chancery court that proves the corruption of the plaintiffs' lawyers that were working against the Plaintiffs in their back.

In any other country these people would be disbarred for life.

From: Sommella, Karla <karla.sommella@morganle.wis.com> on behalf of Pollak, David W. <david.pollak@morganlewis.com>

Sent: Friday, September 16, 2016 9:05 AM

To: gpg@grandipartners.com; Nachbar, Kenneth; blockd@gtlaw.com

App.104a

Cc: pierre.schroeder@tradingscreen.com

Subject: Revised-Path Forward/TCV Proposal

All:

Enclosed is a revised term sheet. I fixed the mistake on the paragraph dealing with the investment banker retention {seventh bullet under Liquidity}. The main changes are in the third bullet under Liquidity, dealing with the interest payments and the upside equity value. Pierre suggested this approach, and is comfortable with the language.

Please let me know if you have any comments.

Best regards.

David

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REVISED TERM SHEET
TRADINGSCREEN INC.
Path Forward

A. Legal

- Delaware redemption case is dismissed with prejudice.
- The Series D redemption is irrevocably withdrawn and the Series D will no longer be redeemable under TradingScreen's charter.
- The Series D holders waive any right to the 13% interest accrued on unpaid amounts to date.

B. Liquidity

- Centerview valuation is the baseline amount owed to Series D holders upon a sale of the Company (less amounts already paid).
- Risk Sharing—to align interests in connection with a sale of the Company (but not for a recapitalization of the Company):
 - If the total equity value of the business (including net cash and fully diluted for all options, common and preferred stock) equals between \$200M and \$240M (inclusive of any escrow, earn-outs or other contingent payments)—no change to Series D baseline amount.
 - For every\$ below \$200M - Series D shares 25% of the downside impact.
 - For every\$ above \$240M - Series D shares 25% of the upside impact.

- Beginning January 1, 2019—if no sale has occurred, 5% interest starts to accrue (calculated from Centerview number as principal amount, less amounts already paid to the Series D holders), provided that if a sale of the Company occurs on or before January 1, 2020 at a total equity value above \$220M, then such 5% interest will be reduced, on a proportional basis, such that it will be 2.5% at an equity value of \$230M and 0 at an equity value of \$240M. For the avoidance of doubt, in such a sale the Series D holders would be entitled to the baseline amount plus accrued interest equal to (i) 5% at an equity value of \$220M, (ii) 4% at an equity value of \$224M, (iii) 3% at an equity value of \$228M, (iv) 2% at an equity value of \$232M, (v) 1% at an equity value of \$236M and (vi) 0% at an equity value of \$240M.
- Beginning January 1, 2020—interest rate increases to 12%
- Beginning January 1, 2021
interest rate increases to 13%
- Interest will be paid in promissory notes, rather than cash, with the following terms:
 - Maturity date is December 31, 2020
 - Payable in advance at the Company's option.
 - Acceleration on a sale of the Company or recapitalization.
 - Quarterly compounding.
- Company agrees to retain an independent banker no later than May 1, 2018 and to use reasonable

efforts to maximize shareholder value, including by recapitalization or sale of the business; provided that in no case would the Company be required to agree to any transaction at an equity value that the Board determines in good faith is not in the best interest of all stockholders.

- At time of sale or recapitalization—We will work together with our respective advisors to create a mechanic providing for TCV and Continental legal fees to be reimbursed out of Series D proceeds at the time of a sale or recapitalization (and in a manner that does not affect common stockholder payouts).
- Series D is no longer convertible into Common Stock; however, notwithstanding the lack of conversion rights, the Series D will continue to be entitled to the same rights, preferences and privileges as currently exist (including, without limitation, the protective provisions and the right to vote all outstanding shares on an as-converted basis (giving effect to the conversion provisions solely for purposes of determining the number of votes cast on any matter submitted to stockholders generally)).
- Series D holders agree to reasonably assist in the creation of subsidiaries for at least the three following business: Foreign exchange, wealth management and data and data terminal vendors. Appropriate protective provisions with respect to actions by such subsidiaries to be agreed.

C. Governance

- Executive Committee (PG/PS/BT) remains as governing body for the operations of the business, with the power to select the CEO and to fill any vacancy created by the CEO's removal or resignation.
- The replacement or removal of any other person(s) to the Executive Committee will continue to require the unanimous consent of all members.
- The Series D will be entitled to representation on any Committee of the Board, except for any Committee solely responsible for exploring or negotiating a recapitalization (but not a sale) transaction, in which all of the Series D would be redeemed (subject to reasonably agreed upon procedures).

D. Approvals/Others

- We will need to work together with advisors to determine the requisite approvals to enter into this settlement.
- Specific structure of settlement will be subject to further review of the parties' tax and other advisors.

The forgoing is for settlement discussion purposes only, subject to DRE 408, and will not create any rights or obligations on the part of any party and is not intended to be legally binding. In particular, the intentions of the parties are subject to the negotiation, execution and delivery of appropriate definitive agreements.

App.109a

App.110a

APPENDIX N
OTSC ON MANIPULATION OF DISCOVERY
BY THE DEFENDANTS

**AFFIDAVIT OF MERIT
IN SUPPORT OF ORDER TO SHOW CAUSE
(APRIL 23, 2018)**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

PHILIPPE BUHANNIC and PATRICK BUHANNIC,

Plaintiffs,

v.

**TRADINGSCREEN INC.; PIERRE SCHROEDER;
PIERO GRANDI; FRANK PLACENTI;
ROBERT TRUDEAU; TCV VI, L.P., and
TCV MEMBER FUND, L.P.,**

Defendants.

Index No. 653624/2016

Philippe Buhannic, being duly sworn, deposes and says:

1. I am the founder and member of the board of directors of Defendant TradingScreen Inc. (the "Company"). I am also the president of NDPB SA, the largest single shareholder of the Company.
2. I make this Affidavit of merit in support of Plaintiffs' motion for an order to show cause to obtain (1) a real discovery and not a masquerade where the quantity of useless documents produced is not replacing the Plaintiffs right to get the evidence that is requested

(2) given the heavy, proven manipulation by the Defendants and their lawyers Morgan Lewis and Weill Gotschal of the discovery process the nomination of an independent discovery agent by the Court to proceed to a real discovery process (3) A declaration for contempt of the Defendants for their manipulation of the discovery process.

3. After twenty-two long months the case has not progressed at all and even the deficient discovery request of our lawyers, that we are trying to fix now, have been manipulated by the Defendants to a level that require the intervention of the Court if justice needs to be rendered vaguely fairly. We will bring in this affidavit a number of basic breaches to the rules of discovery that have been systematically engineered by the corrupt firm Morgan Lewis and their thieves for hire" lawyers. The level of manipulation is so great that a penalty needs to be given and the situation needs to be brought to the disciplinary body of the lawyer's association, despite a clear conflict of interest. Therefore, we will also file a complaint with the FBI.

4. The absence of any decision in 24 months now has allowed the Defendants who have illegally and criminally taken control of the Board to destroy hundreds of millions of dollars of value of the Plaintiffs assets. Any further delay will compromise not only the capability by the Plaintiffs when their rights will be reinstated to turn around the company but also make all their claims useless as the company is going rapidly to Bankruptcy. Despite this incredible amount of time to submit discovery items the Defendants corrupt lawyers Morgan Lewis and the two rogue Board members and TCV have used all their efforts to hide the relevant information for the case as it would be damning for

them. The list of items requested by Kasovitz which was incomplete and explain the last demand of the plaintiffs for items that are critical for the case and that Kasowitz for whatever reason did not ask for, was requested in February 2017 or 14 months ago! Despite once again this lengthy period the only supply has been an endless list of expenses and irrelevant material for most of it with the clear intent to deceive the Court by providing a mountain of irrelevant paper but hide the important items that are key to the case as we will see in the following analysis. It is very unprofessional and a serious offence to CPLR XXX. The court should take the consequences of these actions, declare the Defendants in contempt and require that the relevant information be delivered.

5. In point 4 of the request all documents regarding the negotiation of Mr. Buhannic employment contract were supposed to be delivered and this included all communications between the various parties in their personal emails and professional emails. None were supplied, and they supplied only the documents of the contract without showing the electronic communication that will prove the intent to screw him in his package. It is important to note that Mr. Buhannic, despite being in the 5% the least paid CEO in his business and being one of the most successful had been forced into a renegotiation which only objective was to screw him by forcing his pay even lower! The lawyer defending Mr. Buhannic stated that he had never seen a 70% owner and creator of a company being treated like that. On the other side were the corrupt compensation committee Piero Grandi and Bob Trudeau and Morgan Lewis the corrupt firm. There was no representative of the majority of the common shareholders that represented more than

70% of the shareholding in clear contravention with the organizational documents of the company and the governance that was negotiated at the time of the Series D. The corrupt members of the compensation committee wanted to dramatically hurt Mr. Buhannic in his pay and unilaterally change his contract with no reason whatsoever. Even the compensation specialist hired for justifying the review was outraged by the proposals saying that they were "as far from the market" as he had ever seen. When Mr. Buhannic disagreed officially on the phone with the proposal, refused it and contested its legality as the compensation committee was just representing TCV a 18% shareholder only, David pollack from Morgan Lewis who was the lawyer of the company and the lawyer of Mr. Buhannic did try in a following phone call with the same corrupt people to state that in the previous organized phone call Mr. Buhannic had accepted the proposals of the committee! Mr. Buhannic indicated very clearly that he had not, and Mr. Pollak insisted that he had accepted, and that Mr. Buhannic just did not remember right! Mr. Buhannic indicated at that moment that he had taped all previous conversations as it was his right being in Europe at the time and that he was also recording this one and would be happy to replay them to the committee. This forced the issue resolution and it was therefore decided that a simple renewal of Mr. Buhannic contract would happen instead of the damaging changes that were proposed by the corrupt Board members, TCV and Morgan Lewis. We would be happy to play the two tapes for the court and they see firsthand the duplicity of Morgan Lewis in the person of David Pollack lying to its teeth about the statements I accepted (in fact refused) in the pats meeting. Very interesting.

It was already a clear collusion between Morgan Lewis, Piero Grandi and TCV to effectively attack Mr. Buhannic personally for no reason and we were in September 2015, a long time before the fake engineered incident. To come back on the discovery the Defendants have hidden all the emails, WhatsApp and other electronic communications that happened between them to organize this renegotiation leaving just the innocuous ones for show. A complete record should be achieved by obtaining free access to all the personal emails of Bob Trudeau, Piero Grandi and David Pollak that have not been submitted despite being requested clearly.

6. In point 8 of the request it is the same routine. Morgan Lewis has hidden all the "dangerous" communication that was exchanged and most certainly now erased it making it a criminal case of destruction of evidence. Particularly missing are all personal emails that will demonstrate the collusion between the defendant to create a fake incident as it happens. We have already provided to the court in an exhibit of our new discovery demand the undeniable proof that the Defendants had created multiple groups in WhatsApp but also used heavily their personal emails to organize the fake incident. We have provided a copy of groups that were purposely created by the rogue board members to communicate with rogue employees they had corrupted: TS1, TS4 etc. many of them each for a purpose. Strangely none of these were supplied despite a clear demand of all electronic communications. The length of the discovery process has allowed the defendants to erase most of it but there is clear evidence they did so, and the Court should force them in collecting this evidence again and un-erased as it is possible in most of these systems. In the same line

there is not one example of communication between Bloomberg and the company or Bloomberg and the company's employees! Interesting. We know for a fact that internal communications were sent to Bloomberg by the company purposely as we will demonstrate when we do the discovery at Bloomberg to attack Mr. Buhannic unduly with the help of the worst competitor of the company. A very nice approach and behavior! We also know that Brian Nadzan that totally colluded with the rogue Board members as he was demoted for total incompetence in sales of the US region (he lost in one year 50% of the business and recruited completely useless sales guy like Mr. Muller the sales person involved in the supposed incident who works now at . . . Bloomberg as a reward) was the contact the rogue Board members used with Bloomberg given his strong link, they are neighbors and former colleagues and take the train together. Strangely there is not a single personal email or professional email about that. A complete masquerade of a delivery in discovery. No communication was given except a doctored set of emails and none that would show the preparation of the attack against Mr. Buhannic, or the orchestration of the attack against Mr. Buhannic by corrupting the top employees in his back (I have seen and had in hands these emails proving the doctoring of the discovery delivery). None of the electronic and personal emails have been given and the Corrupt Morgan Lewis lawyer, on top of creating fake evidence as proven in the past and as we will show in trial, have clearly help manipulate and destruct evidence in the case.

7. Point 9 is the same despite Mr. Buhannic having seen the evidence no interviews of the top employees and their manipulation documents have been supplied.

8. Same in point 10 none of the electronic communication on personal emails leading to the selection of Morgan Lewis that had already attacked Mr. Buhannic on his retirement and pay and was there for clearly already colluding with the rogue Board members and was therefore non-independent at all in clear contravention to any governance rule of decent quality. A stark contract when we caught Piero Grandi his pants down having stolen money outright from the company and the corrupt Board representing only 18% of the shareholding refusing to create an independent investigation committee, in clear contravention to governance, here without legal authority a manipulated one was created and took decisions and manipulated its way into the result it wanted!

9. The reward for killing Mr. Buhannic professionally was to take his positions as CEO and President and his compensation as the two rogue Board members were totally bankrupt and desperate for money for personal reasons. All this was organized around an illegal Board on June 10th and we did ask in the discovery to have all the communications and particularly from personal emails and electronic like WhatsApp. Nothings or close has been communicated and the same official communication have been supplied. All the communications leading to this Board meeting have been hidden as they show undeniably the collusion, manipulation and organization of the coup.

10. It is the same for the manipulated supposed witness statement for the people present at the supposed incident meeting. They were effectively written by Morgan Lewis lawyers with a clear mission to kill Mr. Buhannic with no other intent but to create a case against him. Non-content to be totally conflicted after

their position and collusion on the retirement issue and the contract renegotiation issue, they should have automatically recused themselves due to these facts, but for a few tens of thousands USD the lawyers of Morgan Lewis would kill their mother, they manipulated evidence to a fault. They wrote effectively EVERY testimony despite being clear that the witness should in any decent legal system. In the discovery we requested all the documents that were used and their different versions. We got nothing. All witnesses were taped the first interview. We requested these tapes and never got them. We have the undeniable proof that Morgan Lewis tampered the statement of the witnesses in multiple ways and created entire sentences for instance glorifying Mr. Muller as a good employee where he was a terrible employee, and we will show that in trial in detail showing the various versions that Morgan Lewis engineered and their incredible level of corruption. However, The Defendants here like for the rest have not supplied the various versions and the tapes for all the witnesses even if we have been able to gather some on our own by people disgusted by the methods employed by Morgan Lewis.

11. The Defendants have not supplied any documents on the supposed acceptance, where in fact Mr. Buhannic has staunchly refused the 3.33 USD offer for his restricted stocks in numerous emails and communications, which will be provided to the court at trial, that they are claiming.

12. The same is true for points 17 and 20 where no documents, no emails, no electronic communication to justify the illegal decision of granting stocks to the new management by a compensation committee has been supplied. There was a huge problem of governance and

the minutes of this committee where only TCV participated as the representative of the common shareholders Mr. Buhannic was not invited and Piero Grandi was clearly conflicted. No minutes explaining the composition of the committee and its actions is supplied in the format you would expect for the largest allocation of restricted stocks ever.

13. Points 21, 23, 26 have not been supplied properly and a lot is missing.

14. In points 27 and 29 we reach the higher level of manipulation. The Defendants started to negotiate the stay and resolution of the legal action for the redemption in Delaware a long time BEFORE Mr. Buhannic being ousted unduly. We had requested all documents, and this included personal emails as they were not going through any other channels, any electronic communication, any information really linked to this case as it proves that the Defendants have engineered everything and had already a sweet deal with TCV BEFORE the fake event was created by them. The Defendants have supplied none of these at all! After three letter to the judge in Delaware and I believe three motion to just obtain our file which the most basic right of a client of a lawyer (or what we thought it was) we finally found the evidence that proves (this was supplied to the Court in an exhibit) that the Defendant had discussions and dealing with TCV BEFORE the fake incident but they have supplied none of these. Morgan Lewis as usual, corrupt to the core, was clearly involved as mentioned in the emails we have been able to get and should have obviously declared itself incompetent on all matters as conflicted and did not a real ethical and potentially criminal question that we will pursue in due time. Further it is

a characterized hiding of evidence from the Court and should be severely punished if there is still a logic left in the system.

We had also requested as we have the proof that some payments were made from TCV to Piero Grandi starting in 2010 and Pierre Schroeder more recently. None of these have been provided and we are asking the Court to obtain the right to investigate the bank statements of these two individuals from 2010 to today for Piero Grandi and from 2015 to today for Pierre Schroeder.

15. In the same line given that we were unable to have a books and record procedure provide us as Board members, as it is our right under many rules and Sarbanes Oxley especially, to have the Travel and Expenses reports of the two rogue Board members as everybody has mentioned their lavish life style at the expense of the company, anybody can see that in the financial results as it is a stark contract with Mr. Buhannic honest type of management, we were asked by this Court to include our demand in our discovery demand which we did. Until today or 14 months later we have still to receive a single T&E reports as NONE has been provided.

16. For all the other requests the discovery provided only the documents that Morgan Lewis considered not risky and never provided any electronic communications despite the facts that it takes less than 15 minutes to get personal emails of WhatsApp or else and that it is now possible to reactivate erased messages in most cases with a specialist and the help of the company running the system.

17. As a summary the Defendants have seriously manipulated and tainted the discovery process that was demanded by Kasowitz and has avoided almost entirely to provide the information that is central to the case as it will incriminate them badly and definitively. Forging evidence, hiding evidence, and refusing to provide evidence is a very serious offense and the Court should act quickly to correct this situation. We have given hard proof of many cases with electronic communications not provided, communications between the Defendants BEFORE the fake incident, etc., and this constitute only the tip of the iceberg. Morgan Lewis has engineered with its expensively paid corrupt lawyer a deception scheme so vast that it shows how desperate they are on the real fundamentals of the case. This should push the Court to move swiftly in authorizing our new discovery demands as they were butchered by our former incompetent lawyers, by setting a very tight schedule for the end of the discovery like end first week of May for the case to progress, finally. All the requested new items are electronic, easy to obtain and gather and take no time to produce despite the denegation of Morgan Lewis who are paid for these, but the Court should see through that. The Court should also force the delivery of all the missing items that were requested for 14 months and immediately.

18. Given the manipulation of evidence demonstrated in this document and other acts of the Defendants we are also requesting the Court to nominate to finish the discovery an independent agent to proceed to obtain all the documents hidden, destroyed and not supplied by the defendants and that this agent will work with the short deadline given by the Court to finish the discovery.

19. The Court given the graveness of the acts of Morgan Lewis and the Defendants in hiding and destroying evidence like electronic messages should declare the Defendants and their lawyers in contempt and take the appropriate sanctions with the very damaging, unethical and manipulative behavior they have demonstrated.

20. CONCLUSION

In conclusion, Plaintiff respectfully requests that this Court Grant Plaintiffs' reliefs presented in the order to show cause in the order for the case to be resolved finally, fully and fairly, in a rapid manner, based on a discovery that is valid and in line with the law as well as any other relief as may be just and proper manner that, for once, will respect basic fairness and logic and will not grant an undue advantage to the side with the most resources.

Philippe Buhannic

Dated: April 23, 2018
New York, NY