

**EXHIBIT D**

# MAKE | OFFICES

June 19, 2017

Dear Ms. Shapiro:

Please be advised that effective immediately your employment with MakeOffices is terminated.

You are being terminated for cause, including for reasons of misconduct, breach of your fiduciary duty owed to the Company, and failure to adhere to the Company's governing documentation, all of which have materially damaged the Company. An illustrative (but not exhaustive) list of examples of this conduct is set forth in the attachment to this letter, which has previously been delivered to your representatives.

As you are aware, you are an at-will employee, and, therefore, the Company is under no obligation to retain you irrespective of the foregoing.

In accordance with Company policy, you are required to immediately turn over to the Company the Company car you have been using and all associated car keys, as well as your keys and all access passes to the Company offices and locations. In addition, all other personal property belonging to the Company, including but not limited to laptops, cellular devices and Company files of every type and wherever retained or stored, must be delivered immediately. All of your personal belongings will be immediately shipped to the home address the Company has on-file for you.

Sincerely,

MakeOffices

- **Misappropriation of Lease Commissions and Phony \$1 Million Contract** – Rahbar diverted to Raezer Sponsors, LLC – a shell company that he and Defendant Eric Raezer control – more than \$615,000 in lease commissions that should have been paid directly to MakeOffices. In April 2016, Rahbar succeeded in pressuring the Company’s leasing broker, Avison Young, into making a \$215,068.50 commission payment to an account held by Raezer Sponsors at BB&T Bank, rather than to MakeOffices. On a different occasion in August-September 2016, Rahbar *tricked* Avison Young into making a \$400,000 payment to Raezer Sponsors. He did so by telling Avison Young that it would be paying UO Management, LLC, a subsidiary of MakeOffices, but supplying wiring information for the Raezer Sponsors account. Avison Young corroborated these facts in an affidavit.

To provide themselves with what they hoped would be plausible justification for this rank theft, Rahbar and Raezer entered into a Contingent Agreement whereby MakeOffices agreed to pay Raezer the exorbitant sum of \$1 million in exchange for his minimal assistance with the renaming of the Company from “UberOffices” to “MakeOffices” and with associated rebranding. But MakeOffices had already retained and/or obtained bids from at least two other outside consulting firms for the same work at costs of \$4,250 - \$15,000. Rahbar and Raezer backdated the Contingent Agreement by falsifying the notary seal on the document, so as to create the false impression that the Contingent Agreement actually predated the consulting contracts with the other companies, as well as to justify the stolen lease commissions from Avison Young.

**Jaimie Shapiro is complicit in this scheme. Brian Bharwani, the former CFO of MakeOffices, attests in his affidavit that he immediately informed Ms. Shapiro of the commission payment thefts by Rahbar and Raezer when he learned of them. While Mr. Bharwani wanted to fully investigate the thefts and report them to the Company’s Board of Directors and outside counsel, Ms. Shapiro refused to take any action to protect the Company. Instead, she attempted to *conceal* the thefts by counseling Mr. Bharwani not to discuss them with anyone but her and Rahbar, the thief himself. Mr. Bharwani also described Ms. Shapiro as “initially express[ing] little concern with the situation” even after he explained it to her. And while Ms. Shapiro may have later “recognized how serious this matter was”, she never took any action to protect the Company.** In violation of her fiduciary duties to MakeOffices as its General Counsel, Ms. Shapiro has never once demanded the return of the stolen funds to the Company, reported the theft to the other Board members, or taken any action with respect to law enforcement authorities. Indeed, Ms. Shapiro has never done *anything* to remedy these thefts or any of the other wrongdoing by Rahbar – her friend and mentor. She has consistently enabled and protected him, even after the allegations against Rahbar surfaced and were corroborated by numerous affidavits.

- **Embezzlement Via The Company’s Subsidiaries** – In June 2016, Rahbar became concerned that his schemes were in danger of being uncovered and that he would be targeted for removal as CEO and Treasurer of MakeOffices as a result. Rahbar turned to Ms. Shapiro for help, and together they methodically planned to entrench themselves in power, eliminate Plaintiffs’ authority, and embezzle remaining Company funds through the Company’s subsidiaries. Rahbar outlined his plan in a June 21, 2016 e-mail to Ms. Shapiro, in which he asked her to amend the operating agreements for the Company’s subsidiaries to grant Rahbar exclusive authority to determine his compensation and to indemnify Rahbar in any future

litigation concerning his misconduct. In a June 21, 2016 e-mail, Rahbar enlisted Ms. Shapiro to prepare the amendments necessary for carrying out his plan: “Get me a draft by the time my meeting is done. Doesn’t have to be perfect. But let’s start getting motions done asap. I want this in place.” In the subsequent weeks, Ms. Shapiro prepared the subsidiary amendments as Rahbar had outlined in his June 21 email.

The amendments prepared by Ms. Shapiro were specifically designed to provide the legal framework and authorization for certain exorbitant cash payments and in-kind benefits that Rahbar had granted to himself just weeks prior – without the Board’s knowledge or approval. In a document titled, “Action by Written Consent of the Compensation Committee,” Rahbar appointed his longtime friend, Josh Wu, to be the sole member of the subsidiaries’ compensation committees, and purported to grant Rahbar a “binding compensation and severance package.” Among the many benefits included in this package were (1) a \$40,000 *per month* base salary; (2) an additional \$40,000 annual bonus; (3) payment of all business, travel, and entertainment expenses incurred by Rahbar; (4) a stipend of \$4,000 per month for living expenses; (5) an automobile of Rahbar’s choosing and payment of all of his expenses for gasoline, repairs, maintenance, and insurance; (6) any computer, phone, or other electronic equipment that Rahbar desired; and (7) payment of all costs necessary to provide Rahbar with “security” and to maintain his “style” and “a certain image.” That Action – and the financial benefits purportedly granted in it – directly violated the Company’s Operating Agreement, which limited Rahbar’s authorized compensation to \$180,000 per year and required any additional compensation to be approved by both of the Plaintiffs’ representatives on the Board as the Requisite Directors. The Action also contradicted Rahbar’s repeated representations to the Board at the time that he was not drawing any salary. **As General Counsel, Shapiro was familiar with the terms of the Operating Agreement and of Plaintiffs’ authority to set Rahbar’s salary. Nevertheless, she actively assisted Rahbar to secretly amend the subsidiary operating agreements so as to circumvent MakeOffices’s Operating Agreement and the Board. The purpose of her actions was to provide cover for Rahbar to take from the Company hundreds of thousands of dollars in unauthorized salary and other valuable benefits without the Board’s knowledge.**

- **Fraud on MakeOffices’s Landlords for Purposes of Self-Enrichment** – Defendants falsified official bank documents and Company records to inflate the build-out costs of the Company’s locations by at least hundreds of thousands of dollars. They did so in order to defraud the Company’s landlords into paying excessive reimbursements for the buildouts in order to capture those funds for their personal use. A former MakeOffices employee has submitted an affidavit detailing this scheme. BB&T has corroborated in another affidavit that bank records that were used in the scheme were falsified. Brian Bharwani also describes in his affidavit how the scheme depended on the participation of a dummy corporation to pose as MakeOffices’s general contractor: “Rahbar used Raezer Construction, LLC (which I understand replaced American Majestic Construction, LLC ...) to pose as the general contractor for MakeOffice’s build-out projects and to acquire necessary project materials ... . Neither Raezer Construction nor American Majestic, however, was the general contractor actually building the tenant improvements[.]” **Mr. Bharwani “resigned his position as CFO after discovering serious improprieties committed by Rahbar with the involvement of other members of the Senior Team involving material amounts of the Company’s assets[.]” Ms. Shapiro is and has been at all relevant times a member of the**

**Senior Team.**

**Ms. Shapiro played an essential role in facilitating this fraudulent scheme against the Company's landlords.** It was she who formed and organized the shell entity Raezer Construction, LLC so that it could pose as MakeOffices's general contractor and inflate invoices for supplies and for work actually being done by others. She falsely attested in official records filed with the State Corporation Commission to organize Raezer Construction that "[t]he purpose for which [Raezer Construction] is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act." Given her roles as Chief of Staff, General Counsel, longtime member of the Senior Team, and Rahbar's close friend, any suggestion that Ms. Shapiro was ignorant of the fraudulent nature of the scheme she helped carry out would be incredible – and contrary to the evidence uncovered to date.

- **Failure to Maintain Books and Records** – Ms. Shapiro, along with Rahbar and the Company's other officers, violated Va. Code § 13.1-1028 and the Company Operating Agreement by (1) failing to maintain complete and accurate books and records of the Company's financial and business affairs; (2) failing to create and maintain a financial repository cloud for all financial records of the Company that is accessible to all members at any time and without notice; (3) denying Plaintiffs' access to those records despite repeated reasonable demands; and (4) routinely failing to deliver the necessary financial reporting to the Board and the Members. Ms. Shapiro's personal involvement in these breaches is described in detail in the bullet point below.
- **Cover-up of Mismanagement and Misappropriation and Blocking of Plaintiffs' Efforts to Investigate Defendants** – In August 2016, Plaintiffs tried to stop the Defendants' ongoing rampant mismanagement and misappropriation – and to uncover more information about it – by (i) removing Rahbar as CEO and Treasurer pursuant to a Written Consent and (ii) issuing an Audit Review Notice in exercise of their right as members to inspect the books and records of the Company. However, Ms. Shapiro, along with Rahbar, spearheaded an expansive cover-up and resistance campaign to prevent Plaintiffs from uncovering their misconduct and holding them and the other Defendants accountable. While this campaign ultimately failed, it allowed Rahbar to illegally maintain control of MakeOffices for many months and devastated the Company financially.

Specifically, both Rahbar and Ms. Shapiro refused to respond to Plaintiffs' requests initially. After several follow-up requests for confirmation that the Written Consent and Audit Review Notice would be complied with, Mr. Bharwani forwarded an e-mail statement from Ms. Shapiro in which she refused to recognize the validity of the Written Consent – which the Court has confirmed *was* valid and effective – or the Audit Review Notice. He stated in his affidavit: **"I was instructed by Shapiro not to provide most of the information requested"** (emphasis added).

Ms. Shapiro later advised Plaintiffs that she rejected both of their actions. She offered no support for her decision or for her conclusory assertion that "the Company's officers are within their right to deny MRP's and Harris's demand for immediate audit rights." Shapiro could not possibly have supported those determinations because they clearly violate the

Company's Operating Agreement and the rights afforded to the Plaintiffs as members. Ms. Shapiro's denial of access to the books and records was per se improper, because Plaintiffs' right of inspection indisputably existed independent of their efforts to remove Rahbar. Yet, Ms. Shapiro inappropriately made Plaintiffs' inspection contingent on the removal of Rahbar, which she falsely denied had occurred. Ms. Shapiro brazenly directed Plaintiffs "not to come to or access the Company's offices" despite their clear and unfettered right as members and directors to do so. She also made clear that these decisions reflected "[her] original stance" – i.e., they were her personal decision.

Ms. Shapiro also participated in an illegal effort to keep Rahbar in power despite the Written Action of the Board of Directors removing him. On August 8, 2016, Rahbar had a document delivered to Plaintiffs entitled, "Action by Written Consent of the Members". The Action purported to appoint two new Directors to serve on the Board of the Company – Shapiro and Raezer – and deny Plaintiffs their majority vote, thus rendering their removal of Rahbar as CEO and Treasurer ineffective. Of course, Ms. Shapiro and Mr. Raezer are the same two people who colluded with Rahbar to misappropriate more than \$615,000 in lease commission payments from the Company as described above. In reality, the Action was in blatant violation of the terms of the MakeOffices Operating Agreement. Furthermore, it was executed on June 27, 2016, meaning that Defendants Shapiro, Raezer, and Rahbar had been conspiring in secret for months to violate the Operating Agreement and seize control of the Board.

Ms. Shapiro's conduct blatantly violated her fiduciary duties to MakeOffices and her duty to not favor one member of the Company over others. Her misconduct and her purported Board appointment also created an inherent conflict of interest for her as the Company's attorney. This conflict was exacerbated by Shapiro's decision to use Rahbar's *personal* counsel, the Clark Hill law firm, as the Company's outside counsel in regard to the parties' dispute. **Ms. Shapiro later decided to terminate Clark Hill, because it was trying to act in the Company's interest instead of blindly protecting her and Rahbar.**

Specifically, in early January 2017, in response to the mounting evidence of financial and managerial improprieties by Rahbar, Clark Hill formally recommended that Shapiro, as the Company's General Counsel and Chief of Staff, "immediately install financial controls," including that Rahbar be forced to "relinquish all financial responsibility ... at the Company ... [to] an independent [third] party financial services firm." After Ms. Shapiro took no action to implement any such financial controls, Clark Hill reiterated its recommendation to Ms. Shapiro on February 2: "[W]e continue to strongly advise that the previously recommended procedures be implemented immediately, in full," including "an independent, interim CFO installing appropriate financial controls and procedures for spending". However, Ms. Shapiro once again ignored Clark Hill's recommendations.

Shortly thereafter, when Clark Hill requested that Ms. Shapiro provide critical information in response to discovery requests issued by Plaintiffs, Ms. Shapiro responded by advising other members of the Company's leadership that Clark Hill was no longer acting in the Company's best interest. Tellingly however, Ms. Shapiro's claim that Clark Hill was not adequately representing the Company's interests was based solely on its unwillingness to overlook her and Rahbar's *personal failings*. In particular, Ms. Shapiro was upset that Clark Hill agreed with Plaintiffs' counsel that she should not have concealed from discovery her June 20, 2016

e-mail to DLA Piper in which she admitted to drafting severance agreements in violation of her fiduciary duties to the Company:

Lauren [Rushak of Clark Hill] asked that I circulate this [a letter from Plaintiffs' counsel regarding discovery deficiencies] to all of you. I recommend that you forward this to your individual counsel. **Note that it is highly critical of me, Raymond and of our last discovery production, and that Lauren Rushak and Clark Hill simply accepts Katten's allegations as true as to some of our communications. This only fuels our concerns about their ability to represent the company in the best interests of the company.**

Clark Hill was terminated in the days after Ms. Shapiro's email. It is now clear that Ms. Shapiro called for Clark Hill's termination in order to install a different law firm as the Company's counsel that she and Rahbar could control and that would treat their personal interests as if they were the same as the Company's interests. Ms. Shapiro then allowed Rahbar to hire *another* law firm of his choosing, Bancroft, McGavin, Horvath & Judkins, P.C., to act as the Company's outside counsel, despite Plaintiffs' objections and requests for neutral counsel. The Bancroft law firm later withdrew its representation as well.

Plaintiffs, acting as a majority of the Board of Directors, wrote to Ms. Shapiro on August 16, 2016 explaining her misconduct and requesting her to step down as General Counsel. In her response, Ms. Shapiro refused to step down, but she failed to provide any justification for her conduct. Accordingly, Plaintiffs wrote to Ms. Shapiro again on August 22, 2016 and set forth in even greater detail the many ways in which she had violated the law and her ethical obligations as General Counsel. Plaintiffs again called for her resignation. Ms. Shapiro again refused to resign.

Ms. Shapiro's actions, and her refusal to step down as General Counsel, left the Company deadlocked and paralyzed for many months and caused it millions of dollars in financial and reputational harm. Her participation in Rahbar's attempt to take over the Board is particularly telling given that it occurred more than a month before Plaintiffs sought to remove Rahbar. **Ms. Shapiro was not merely reacting to Plaintiffs, nor was she surprised at their removal of Rahbar. Rather, she had methodically and broadly planned in advance with Rahbar to entrench themselves in power and to eliminate Plaintiffs' authority, because they expected to be targeted for removal once their schemes were uncovered. In private e-mails between them, Rahbar and Ms. Shapiro even joked and celebrated about how thorough and effective their preparations against Plaintiffs' investigation were:**

**Rahbar: "... They don't know we have been prepping for 3 weeks now"**  
**Shapiro: "excellent"**

(Emphasis added). Ms. Shapiro's advance preparations with Rahbar prove her *mens rea*.

**Ms. Shapiro also led an improper and unethical effort to put into place invalid severance agreements for herself and her co-Defendants. The purpose of these agreements was to enrich the Defendants in the event their schemes were discovered by Plaintiffs and they were terminated as a result. Ms. Shapiro herself conceded that she**

**behaved unethically in preparing the agreements and that they were possibly unenforceable for that reason and others.** In a June 20, 2016 e-mail to DLA Piper attorney Max Masinter and attorney Joshua Wu (another Rahbar confidant), Ms. Shapiro stated in relevant part:

**Writing from my personal email because I'm paranoid:**

Attached is a clean and a redlined version. ...

Also, I read up on it a bit and it says that **counsel for the company shouldn't be the one who writes these (it's at least murky), so maybe one of you can officially be the one who prepared it.** I'm sure it needs some serious tweaking, this is my first real stab at employment law.

I'll stand by for any comments, edits, etc. Raymond has us all meeting to discuss these at noon, so if you can't take a look at it, it's totally fine, Raymond and I will make do!

**My biggest concerns are with 1) how to handle the equity option stuff since we haven't gotten any officially and 2) making sure it's not unenforceable for some silly reason.**

(Emphasis added). Not only did she acknowledge her own misconduct, **Ms. Shapiro instructed the Company's outside counsel to lie and falsely claim to have written the illicit documents so that she would not get into trouble if they were discovered ("[O]ne of you can officially be the one who prepared it").** Ms. Shapiro also took concerted steps to cover her tracks by sending the draft agreements from her personal e-mail account, rather than her Company e-mail account ("**Writing from my personal email because I'm paranoid**"). Her tactic almost worked – Ms. Shapiro handled MakeOffices's document production in the prior litigation between the parties, and she withheld this e-mail despite its obvious relevance. Plaintiffs only obtained it because they subpoenaed DLA Piper and overcame the law firm's motion to quash.

The terms of the proposed agreements that Ms. Shapiro drafted are ridiculously punitive and outside of market norms, and they purport to grant equity shares in MakeOffices that the Board never approved. **The Company's own outside counsel at DLA Piper described the agreements Ms. Shapiro drafted as unreasonable; beyond market; not in the best interest of the Company; and, if executed, a violation of fiduciary duties.** DLA Piper, therefore, pared back the agreements significantly, stating in e-mails dated July 6 and 11, 2016: "The Agreement is a bit more tempered than what Raymond described on the phone, and more in line with market terms. The reason I am proposing to use market terms is that Raymond has a fiduciary duty to make sure these agreements are in the best interest of the company. If the terms are not close to market, then he risks a fiduciary duty problem"; "To make it as enforceable as possible, the agreement was changed from Raymond's initial presentation to include market/reasonable terms".

**Ms. Shapiro pushed back on DLA Piper's advice and re-wrote the agreement to be "closer to the spirit of the original agreement."** She wanted the severance provisions to

be triggered even if Defendants *voluntarily* left the Company; the amount of the severance windfall to be \$200,000, an amount far greater than what they earned in annual salary (“[W]e don’t quite make that much yet, lol”); and the ‘for cause’ exemption to be softened so that they would be entitled to severance even if they had committed bad acts toward the Company. She later requested inserting an attorneys’ fees award provision in the agreements “stating that if the company doesn’t pay out, that they have to cover the costs of attorneys fees”. Ms. Shapiro’s effort to put in place golden parachute severance packages for the Defendants that outside counsel deemed unethical is disgraceful and a flagrant breach of her fiduciary duties. **Ms. Shapiro’s unethical misconduct, through which she placed her own self-interest above the interests of the Company**, is heightened by the fact that her actions were intended to deter Plaintiffs from discovering her and her co-conspirator Defendants’ other mismanagement and misappropriation and taking action to rectify it.

- **Retaliation Against Plaintiffs for Their Efforts to Protect MakeOffices** – When Plaintiffs did discover Defendants’ misconduct and began acting to protect MakeOffices, Ms. Shapiro joined Rahbar in carrying out a multi-faceted campaign of retaliation against Plaintiffs. Like the cover-up campaign, the retaliation campaign was a desperate effort by Ms. Shapiro to avoid culpability for herself, Rahbar, and their co-conspirators. Ms. Shapiro’s retaliatory acts in furtherance of the Defendants’ conspiracy have included at least the following:
  1. On July 27, 2016, Shapiro wrote letters to all of the Company’s landlords claiming that MRP UO no longer has any “business affiliation or relationship” with the Company and, on that basis, instructing the landlords that “there should be no further communication with MRP [UO] as it pertains to the business dealings between [MakeOffices] and [its landlords].” All of the landlords who received one of Shapiro’s letters were well aware of Plaintiffs’ association with MakeOffices, and, in fact, many of the landlords had agreed to lease space to MakeOffices solely because of Plaintiffs’ association. Under the circumstances, Shapiro’s statements to Company landlords carried significant implications for MRP UO’s reputation and standing in the real estate industry. More importantly, she was again acting to protect Rahbar and assist him in maintaining management control of the Company to hide their misconduct and misappropriation. Ms. Shapiro knew these statements were demonstrably false, yet she made them anyway to dissuade the landlords from communicating with MRP UO and to inhibit its ability to properly conduct and oversee the operations of MakeOffices’s business. **Indeed, Ms. Shapiro’s letters succeeded in preventing Plaintiffs from learning that the Company’s landlords had defaulted the Company’s leases because Rahbar had stopped paying the rent, putting the Company millions of dollars in arrears and under threat of eviction at most or all of its operating locations. Ms. Shapiro’s actions prevented Plaintiffs from intervening with the landlords to mitigate the Company’s losses. Instead, the Company likely faces bankruptcy, and Ms. Shapiro is directly responsible.**
  2. Shapiro conspired with Rahbar and the other Defendants to cut Plaintiffs off from MakeOffices’s business and squeeze MRP UO out of the Company. They attempted to divest Plaintiffs of their majority vote on the Board by conspiring to secretly appoint herself and Defendant Raezer to the Board of Directors. They also denied MRP UO access to Company books and records and withheld tax information that it needed to

comply with its tax obligations. Defendants, including Ms. Shapiro specifically, also frivolously challenged MRP UO's membership in the Company based upon a concocted theory that MRP UO supposedly failed to satisfy its capital contribution obligation. Defendants took that position even though they knew full well that MRP UO contributed \$2,821,671.68 to the Company in cash and letters of credit, more than satisfying its capital contribution requirement under the 2014 Operating Agreement. Defendants' theory was also belied by the plain language of the current Operating Agreement, which expressly recognizes MRP UO's capital contributions and its status as a Class A Member, and by their own words and actions. **In fact, Ms. Shapiro and the other Defendants had repeatedly and publicly recognized that MRP UO is a Member of MakeOffices and that it fully satisfied its capital contribution. This squeeze out tactic, if successful, would have resulted in MRP UO losing its valuable membership in MakeOffices and its multi-million dollar capital contribution. Defendants would have been the recipients of these assets. Ms. Shapiro joined in these efforts, and she also intended them to punish MRP UO for investigating her role in the schemes described above.**

3. MakeOffices's primary source of capital is EagleBank. In order to access working capital, MakeOffices entered into a Facility Agreement with EagleBank. A default of the Facility Agreement would result in an immediate obligation to repay EagleBank up to \$10 million (the amount of credit available under the Facility Agreement), an event that would end MakeOffices as a going concern. Defendant Rahbar, with Ms. Shapiro's knowledge and input, knowingly violated material obligations set forth in the Facility Agreement by creating bank accounts for MakeOffices and its subsidiaries at other financial institutions, including BB&T and Bank of America. They also diverted funds that should have been deposited into MakeOffices's bank accounts at EagleBank into accounts at other banks that are owned or controlled by Rahbar and/or Raezer. Rahbar's actions, which were done with Ms. Shapiro's knowledge and complicity, knowingly placed the Company in technical default of its loan obligations with EagleBank, putting its very existence at risk. Mr. Bharwani states in his affidavit that these breaches of the Facility Agreement and Operating Agreement were part of Defendants' retaliation efforts against Plaintiffs. Defendants sought to deter Plaintiffs' investigation, and they wanted to first move the Company's funds out of the hands of EagleBank. Ms. Shapiro has never taken any action to remedy this serious default, including demanding that Rahbar move the funds back to EagleBank. To the contrary, she has pretended that Rahbar's actions were appropriate and helped him to conceal them by blocking Plaintiffs' efforts to access the Company's books and records.

Relatedly, Section 7.2.1.13 of the Operating Agreement prohibits the Company from creating any subsidiaries, except for those created "in the ordinary course of the Company's business such as new tenant special purpose entities," without first obtaining approval of the Board. **Despite that prohibition, Rahbar and Ms. Shapiro created at least four special purpose entities outside of the Company's ordinary course of business – including UO Virtual LLC, Raezer and Fetters LLC, Raezer Construction LLC, and Raezer Sponsors LLC – without seeking or obtaining Board approval.** The account for Raezer Sponsors, LLC is the very account used by Rahbar and Raezer to hold the \$615,000 tenant commissions they diverted from the Company.

4. Robin Paul Nelson is the daughter of Ron Paul, a Director on MakeOffices's Board. Mr. Paul is also the Chairman of EagleBank, MakeOffices's primary lender. From January 2016 to July 2016, Ms. Nelson was MakeOffices's Chief Operating Officer and a member of the Senior Team. In rank retaliation towards Ron Paul, Rahbar and Ms. Shapiro callously fired his daughter without warning and despite her stellar performance as an employee. Plaintiffs know that Ms. Shapiro was involved in – and perhaps was responsible for – the decision to fire Ms. Nelson for retaliatory purposes, because they obtained e-mails in which Ms. Shapiro directs Rahbar to speak to her about Ms. Nelson. Ms. Shapiro sent these e-mails during the run-up to Ms. Nelson's firing and during the period when Defendants were covertly surveilling her electronically. Plaintiffs also know that Ms. Nelson's firing was retaliatory, because Rahbar *told* her it was. Ms. Nelson stated in an e-mail shortly after her firing: "At the time of my termination, I was told by the CEO [Rahbar] that the reason for my termination was solely as a result of my father's involvement with MakeOffices".

In an e-mail, Ms. Bredehoft attempted to defend Ms. Shapiro by claiming that "Jaimie [Shapiro] was Robin [Nelson]'s strongest advocate at MakeOffices" and "was against terminating [Ms. Nelson]". Ms. Bredehoft cited no evidence at all for those claims. In fact, as Plaintiffs pointed out in their May 21 response, Ms. Shapiro "never reported th[e] illegal motive [for firing Ms. Nelson] to the Board or outside authorities, or otherwise tried to do anything at all to help Ms. Nelson. And, conveniently, Ms. Shapiro never attempted even to offer Ms. Nelson the kind of exorbitant severance package that she created for herself."