

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
(ALBANY DIVISION)**

-----X	:	
MEREDIAN HOLDINGS GROUP, INC.,	:	
MEREDIAN, INC., DANIMER	:	
SCIENTIFIC, LLC and MEREDIAN	:	CIVIL ACTION NO. 1:16-CV-124
BIOPLASTICS, INC.,	:	
	:	JURY TRIAL DEMANDED
Plaintiffs,	:	
	:	
v.	:	
	:	
PAUL PEREIRA, THE ALTON GROUP, LLC	:	
n/k/a ALTON CONSULTING GROUP, LLC,	:	
ALTON GROUP, INC., ALTON BIO, LLC,	:	
RACHAEL PEREIRA and	:	
THE HOUSE OF MIAMI, LLC,	:	
	:	
Defendants.	:	

AMENDED COMPLAINT

Plaintiffs Meredian Holdings Group, Inc. (“Meredian Holdings”), Meredian, Inc., DaniMer Scientific, LLC (“DaniMer”) and Meredian Bioplastics, Inc. (“Meredian Bioplastics”) (collectively, “Plaintiffs”), by and through their undersigned counsel, file this Amended Complaint for damages and other legal and equitable relief against defendants Paul Pereira (“Pereira”), The Alton Group, LLC n/k/a Alton Consulting Group, LLC (“Alton Consulting”), Alton Group, Inc. (“Alton Inc.”), Alton Bio, LLC (“Alton Bio”) (Alton Consulting, Alton Inc. and Alton Bio are collectively referred to as the “Alton Companies”), Rachael Pereira, and The House of Miami, LLC. (“The House of Miami”) (all defendants collectively referred to as the “Defendants”).

JURISDICTION AND VENUE

1. Subject matter jurisdiction is based upon 28 U.S.C. Sec. 1332, because, upon information and belief, there is complete diversity of citizenship between the parties and the amount in controversy exceeds, exclusive of interest and costs, the sum of Seventy Five Thousand (\$75,000) Dollars.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Sec. 1391(a), because a substantial part of the events giving rise to this action occurred in this district. Venue is proper in the Albany Division pursuant to Middle District of Georgia Local Rule 3.4, because Plaintiffs reside in that division and all of the claims arose in that division.

3. This Court has personal jurisdiction over all nonresident Defendants because: (a) the claims asserted herein arise out of business conducted by such defendant in Decatur County Georgia; (b) each such defendant committed tortious acts or omissions within Decatur County, Georgia; and/or (c) each such Defendant committed or caused a tortious injury in Decatur County, Georgia and such defendant regularly conducts business in Decatur county, Georgia and/or derives substantial revenue from goods used or consumed or services rendered in Decatur County.

THE PARTIES

4. At all relevant times, plaintiff Meredian Holdings was and is a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

5. At all relevant times, plaintiff Meredian, Inc. was a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

6. At all relevant times, plaintiff DaniMer was a limited liability company organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817. All members of DaniMer are domiciled and permanently residing in the State of Georgia.

7. At all relevant times, plaintiff Meredian Bioplastics was and is a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

8. At all relevant times, plaintiff Meredian Bioplastics was and is a wholly owned subsidiary of Meredian, Inc.

9. As part of a restructuring that occurred in or around June 2014, Meredian, Inc. and DaniMer became wholly-owned subsidiaries of Meredian Holdings, and are all collectively referred to herein below as "Plaintiffs."

10. Upon information and belief, at all relevant times, defendant Pereira is an individual domiciled and permanently residing in the State of Florida, with an address of 1521 Alton Road, Miami Beach, Florida 33139.

11. Upon information and belief, at all relevant times, defendant The Alton Group, LLC, now known as Alton Consulting Group, LLC was and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139. Upon information and belief, in or around September 2013, The Alton Group, LLC changed its name to Alton Consulting Group, LLC. The Alton Group, LLC and Alton Consulting Group LLC are singularly referred to herein as "Alton Consulting." Upon information and belief, Pereira was and is the only member, principal, officer, owner and/or employee of Alton Consulting, Pereira

and/or Rachael Pereira are the only managers of Alton Consulting, and Alton Consulting is controlled solely by Pereira.

12. Upon information and belief, at all relevant times, defendant Alton, Inc. was and is a corporation duly organized and existing under and by virtue of the laws of Belize, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139. Upon information and belief, Pereira is the only director, principal, officer, shareholder and/or employee of Alton, Inc., and Alton, Inc. is controlled solely by Pereira.

13. Upon information and belief, at all relevant times, defendant Alton Bio was and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139. Upon information and belief, Pereira is the only member, manager, principal, officer, owner and/or employee of Alton Bio, and Alton Bio is controlled solely by Pereira.

14. Alton Consulting, Alton Inc., and Alton Bio are collectively referred to hereinbelow as “the Alton Companies.”

15. Upon information and belief, at all relevant times, defendant Rachael Pereira is an individual domiciled and permanently residing in the State of Florida, with an address of 1521 Alton Road, Miami Beach, Florida 33139. Upon information and belief, at all relevant times, defendant Rachael Pereira was and is Pereira’s wife.

16. Upon information and belief, at all relevant times, defendant The House of Miami was and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, with a principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139. Upon information and belief, Pereira and Rachael Pereira are the

only members, managers, principals, officers, owners and/or employees of The House of Miami, and The House of Miami is solely controlled by Pereira and/or Rachael Pereira.

17. Pereira, the Alton Companies, Rachael Pereira and The House of Miami are collectively referred to herein below as “the Defendants.”

18. Upon information and belief, at all relevant times, each of the Defendants was and is doing and/or transacting business within the State of Georgia, contracted to supply goods and/or services within the State of Georgia and/or purposefully engaged in the actions described hereinbelow and which form the basis of Plaintiffs’ claims within the State of Georgia and/or causing injury to Plaintiffs within the State of Georgia.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

The Parties’ Initial Negotiations

19. At all relevant times, Plaintiffs have been and are engaged in the business of manufacturing PHA (polyhydroxyalkanoates) biopolymers using renewable sources, for the purpose of reducing the global dependence on petroleum historically used in the production of plastic.

20. Plaintiffs collectively own approximately 125 patents related to a range of manufacturing processes and biopolymer formulations to create and manufacture biodegradable plastic.

21. In or around the summer of 2013, DaniMer, Meredian, Inc. and Meredian Bioplastics commenced discussions with Pereira, acting on behalf of himself as well as each of the Alton Companies, concerning the possibility of Pereira becoming the Executive Director of DaniMer and Meredian, Inc. and implementing a “turnaround plan,” because both companies were experiencing financial difficulty. The turnaround plan was to include, without limitation:

(a) restructuring and reorganizing DaniMer and Meredian, Inc.; (b) pursuing additional licensing opportunities for both companies' technology; and (c) raising additional capital to complete the construction of a production facility with a production capacity of at least 30 million pounds of PHA bio-based resin annually (the "Turnaround Plan").

22. During June and July 2013, Pereira, acting on behalf of himself as well as each of the Alton Companies, had in-person meetings with John Dowdy, Richard Ivey, Ralph Powell, Tim Smith and Greg Calhoun, as directors and/or representatives of DaniMer, Meredian, Inc. and Meredian Bioplastics at the companies' offices (located at 140 Industrial Boulevard, Bainbridge, Georgia 39817), as well as at the offices of Dowdy & Whittaker, CPA's (located at 501 S. West Street, Bainbridge, Georgia 39819) and at Southwind Plantation (located at 670 Bower Station Road, Attapulgus, Georgia 39815).

23. During the referenced meetings Pereira, acting on behalf of himself as well as each of the Alton Companies, touted his education and experience in the corporate and engineering fields, and stated that he had degrees in engineering, chemistry, business and finance, including the following: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies; (c) a Bachelor of Science degree in Chemistry from McGill University; and (d) a Doctorate of Business Administration, International Business Strategy, M&A/Capital Markets from St. John's University.

24. Pereira, acting on behalf of himself as well as each of the Alton Companies, repeated the foregoing statements about his education and degrees set forth in paragraph 23, above in an in-person meeting that occurred on or about July 2, 2013 at DaniMer, Meredian, Inc. and Meredian Bioplastic's offices (located at 140 Industrial Boulevard, Bainbridge, Georgia

39817) with and Phil Van Trump, Scott Tuten, and Michael Smith, who were officers and/or employees of DaniMer, Meredian, Inc. and/or Meredian Bioplastics.

25. In July 2013, Mssrs. Van Trump and Tuten obtained a copy of Pereira's curriculum vitae on Alton Consulting's website, which reflected, among other things, that Pereira had: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies; (c) a Bachelor of Science degree in Chemistry from McGill University; and (d) a Doctorate of Business Administration, International Business Strategy, M&A/Capital Markets from St. John's University.

26. Pereira's education, degrees and qualifications, as represented, were consistent with those necessary to complete the Turnaround Plan, particularly the construction of a production facility with the required capacity, and DaniMer, Meredian, Inc. and Meredian Boplastics would not have considered engaging or compensating Pereira and/or any of the Alton Companies in any capacity if Pereira did not possess the education and/or degrees, as represented.

27. Based upon Pereira's representations made throughout June and July 3013 concerning his education and experience, both in discussions with the foregoing individuals on behalf of DaniMer, Meredian, Inc. and Meredian Bioplastics, and by Pereira's curriculum vitae published on Alton Consulting's website (which was consistent with his verbal representations), as alleged in paragraphs 22 through 25 above, Plaintiffs proceeded to enter into a series of related agreements with Pereira and/or each the Alton Companies (collectively referred to herein below as the "Alton Agreements"), as set forth below.

The Memorandum of Understanding

28. On or about August 2, 2013, in reliance on Pereira's representations concerning his education and degrees, DaniMer, Meredian, Inc. and Meredian Bioplastics entered into a Memorandum of Understanding (the "MOU") with Pereira and Alton Consulting, whereby DaniMer and Meredian, Inc. agreed, inter alia, to employ Pereira as the Executive Director of both such companies for the purpose of implementing the Turnaround Plan and further agreed to retain Alton Consulting as a consultant with regard to each element of the Turnaround Plan. The MOU was signed by all parties at the offices of DaniMer, Meredian, Inc. and Meredian Bioplastics. A true and correct copy of the MOU is annexed as Exhibit "A" hereto.

29. At the time the MOU was entered into, Pereira became an officer, director and/or employee of DaniMer, Meredian, Inc. and Meredian Bioplastics and continued to be an officer, director and/or employee thereafter, until approximately November 3, 2015.

30. In exchange for Pereira and Alton Consulting's services pursuant to the MOU, DaniMer, Meredian, Inc. and/or Meredian Bioplastics agreed to, inter alia: (a) provide Alton Consulting with restricted shares in both DaniMer and Meredian, Inc. equal to twenty percent (20%) of the total shares of each entity outstanding after the completion of certain financing, or twenty percent (20%) of Meredian Holdings in the event of the contemplated restructuring; (b) pay to defendant Alton Inc. (described in the MOU as a Belize International Business Company), an aggregate fee of \$35,000 per month for turnaround consultancy services; (c) pay to Alton Consulting five percent (5%) of any capital infusions, whether debt or equity, received by either DaniMer and/or Meredian, Inc. during the period of Alton Consulting's engagement provided, however, such capital infusions were not underway prior to Alton Consulting's engagement; (d) pay to Alton Consulting 2.5 percent of any funds raised via a New Market Tax Credit

Transaction during the period of Alton Consulting's engagement; and (e) pay to Alton Consulting certain net royalties received from any licensing agreements executed with any third party, according to a formula set forth in the MOU.

The Subscription and Stock Purchase Agreement

31. In connection with the provision in the MOU relating to the transfer of restricted shares of DaniMer and Meredian, Inc., on or about March 1, 2014, DaniMer and Meredian, Inc. entered into a Subscription and Stock Purchase Agreement with defendant Alton Bio (another entity owned and controlled by Pereira) (the "Stock Purchase Agreement"), whereby DaniMer and Meredian, Inc. agreed, *inter alia*, to sell to Alton Bio twenty percent (20%) of each company's shares, or twenty percent (20%) of Meredian Holdings in the event contemplated restructuring was consummated, in exchange for \$6,600,000, payable by the delivery of a promissory note. The Stock Purchase Agreement was signed by all parties at the offices of DaniMer and Meredian, Inc. A true and correct copy of the Stock Purchase Agreement is annexed as Exhibit "B" hereto.

The Promissory Note

32. Simultaneously with the execution of the Stock Purchase Agreement and pursuant thereto, on or about March 1, 2014, Alton Bio executed and delivered to DaniMer and Meredian, Inc. a promissory note (the "Promissory Note") in the amount of \$6,600,000, with simple interest thereon at .28% per year. The principal balance of the Promissory Note was due to be paid by March 1, 2018. The Promissory Note was signed by all parties at the offices of DaniMer and Meredian, Inc. A true and correct copy of the Promissory Note is annexed as Exhibit "C" hereto.

33. No part of the principal or interest required by the Promissory Note was ever paid.

The Alton Consulting Agreement

34. On or about April 25, 2014 (and effective as of January 1, 2014), Meredian Holdings entered into an agreement with Pereira and Alton Consulting, whereby Meredian Holdings agreed to employ Pereira as its Executive Chairman and Chief Executive Officer and to engage Alton Consulting to further implement the Turnaround Plan referenced in the MOU (the “Alton Consulting Agreement”). The Alton Consulting Agreement was signed by all parties at Meredian Holding’s offices. A true and correct copy of the Alton Consulting Agreement is annexed as Exhibit “D” hereto.

35. In exchange for Pereira and Alton Consulting’s services pursuant to the Alton Consulting Agreement, Meredian Holdings agreed to, inter alia: (a) pay to Alton Consulting \$50,000 monthly; (b) pay to Alton Consulting five percent (5%) of any capital infusions, whether debt or equity, received by Meredian Holdings during the period of Alton Consulting’s engagement, up to \$100 million; and (c) pay to Alton Consulting certain net royalties received from any licensing agreements executed with any third party, according to a formula set forth in the agreement.

Deferred Compensation Agreement

36. On or about June 15, 2014, Meredian Holdings and Alton Bio entered into an agreement (the “Deferred Compensation Agreement”), whereby Meredian Holdings agreed to provide “an unfunded, nonqualified deferred compensation benefit to Alton Bio in the amount of \$6,618,480,” and Pereira and Alton Bio agreed to “promote the success of [Meredian Holdings], increase [Meredian Holdings’] value and encourage [Alton Bio] to maintain its consultancy with [Meredian Holdings]...” The Deferred Compensation Agreement was signed

by all parties at the offices of Meredian Holdings. A true and correct copy of the Deferred Compensation Agreement is annexed as Exhibit “E” hereto.

Incentive Stock Option Agreement

37. On or about January 5, 2015, Meredian Holdings and Pereira entered into an Incentive Stock Option Agreement, whereby Meredian Holdings granted certain stock options to Pereira. The Incentive Stock Option Agreement was signed by all parties at the offices of Meredian Holdings. Pereira did not exercise any options under this agreement, which has expired by its terms.

38. The MOU, Stock Purchase Agreement, Promissory Note, Alton Consulting Agreement, Deferred Compensation Agreement and Incentive Stock Option Agreement are collectively referred to herein as “the Alton Agreements.” Pursuant to the Alton Agreements, Plaintiffs appointed Pereira to each of their Board of Directors, employed Pereira, and paid the consideration identified in each of the Alton Agreements, including, without limitation: (a) the payment of not less than \$3,109,535.61 to Pereira, Alton Consulting, Alton, Inc. and/or Alton Bio; (b) provided Pereira and/or the Alton Companies shares of Meredian Holdings’ stock, valued at not less than \$8,500,000; and (c) reimbursing Pereira and/or the Alton Companies for various expenses purported under the Alton Agreements in the amount of not less than \$150,000.

Pereira and the Alton Companies’ Fraud and Malfeasance

39. By the spring of 2015, Pereira, and/or the Alton Companies had failed to perform their duties under the Alton Agreements, including the MOU, Alton Consulting Agreement and Deferred Compensation Agreement. Despite ample time and opportunity, Pereira and/or the Alton Companies had failed to: (a) pursue licensing opportunities for Plaintiffs’ technology; (b) raise any additional capital or make any progress to complete the construction of Plaintiffs’

production facility; (c) make meaningful progress toward the completion of the Turnaround Plan; and (d) otherwise promote Plaintiffs' success and/or increase their value.

40. In addition, through an investigation conducted throughout September and October 2015, Plaintiffs learned that since the inception of the parties' relationship, Pereira, acting on behalf of himself, as well as each of the Alton Companies, had engaged in a brazen pattern of improper conduct and self-dealing designed to enrich Pereira and/or the Alton Companies and which damaged Plaintiffs' business and its relationships with existing and potential customers and investors. To wit, upon information and belief, Pereira, acting on behalf of himself as well as each of the Alton Companies, engaged in the following conduct, inter alia:

(a) Repeatedly altered Plaintiffs' projections and other company information in presentations and communications to potential customers and/or investors in order to obtain their business;

(b) Repeatedly and purposefully disclosed confidential information of customers and/or potential customers in press releases and presentations;

(c) Repeatedly used Plaintiffs' funds to reimburse Pereira and/or the Alton Companies for personal and non-business related expenses by misrepresenting that expense requests were for business purposes. These included, without limitation, travel expenses for Pereira and his wife that were not business-related, dry cleaning services, dining expenses, boat fuel and fishing equipment;

(d) Repeatedly wasted Plaintiffs' money on non-essential and useless endeavors, including establishing an office in Miami, Florida (which was used by Pereira and/or each of the Alton Companies for business unrelated to Plaintiffs), hiring personal friends of Pereira who lacked any relevant experience and brought no value to Plaintiffs, paying for trips

abroad for Pereira's son's friends, and retaining a marketing firm at an exorbitant rate whose primary purpose was to promote Pereira and/or the Alton Companies, rather than Plaintiffs. As a result, Plaintiffs were unable to purchase raw materials, equipment and safety items necessary to operate its core business;

(e) Repeatedly engaged in self-dealing, including retaining and causing substantial fees to be paid to defendant The House of Miami, a company owned and controlled by Pereira and his wife, for graphic design and other services that were unnecessary and/or exorbitant, and the fees for which went directly to Pereira and his wife;

(f) Repeatedly failing to show up for meetings with potential and current customers and/or investors and/or showing up and becoming grossly inebriated; and

(g) Repeatedly threatening, without basis, to terminate Plaintiffs' executive team when they sought to question Pereira's conduct and thereby fomented disruption, turmoil and uncertainty in the workplace.

41. During their investigation in September and October 2015, Plaintiffs also discovered that contrary to his representations made in June and July 2013, at no time did Pereira have a Bachelor of Science degree in Mechanical Engineering from Texas A&M University, nor did he have a Masters in International Business and Finance from the University of West Indies.

42. Plaintiffs were not able to substantiate other representations made by Pereira at that time and contained in his curriculum vitae, such as Pereira's representation that he received a "D.B.A. in International Business Strategy, M&A/Capital Markets, International School of Management, Paris France from St. John's University," or that he received a "B.S. in Chemistry from McGill University," because the universities identified either did not have relevant records, or did not provide enough information to confirm such degrees.

43. During the course of their investigation in September and October 2015, Plaintiffs also learned that during June and July 2013 and prior to Plaintiffs entering into any of the Alton Agreements, Pereira, acting on behalf of himself as well as each of the Alton Companies, had entered into an arrangement with Tim Smith, who was at the time a Board Member of DaniMer, Meredian, Inc. and/or Meredian Bioplastics, to provide Mr. Smith with a portion of the compensation paid to Pereira and/or any of the Alton Companies in the event that Pereira and/or any of the Alton Companies were retained by Plaintiffs in exchange for any influence Mr. Smith could exert to facilitate Pereira and/or any of the Alton Companies' engagement.

44. Upon information and belief, as part of the undisclosed arrangement, in or around June or July 2013, Pereira caused Tim Smith to become a manager of Alton Bio in order to facilitate without detection the transfer of monies and other consideration received from any of the Alton Agreements. It was not until late 2015, upon Plaintiffs' discovery of the aforesaid arrangement that Mr. Smith resigned as a manager of Alton Bio.

45. Upon information and belief, after the Alton Agreements were entered into, Pereira and/or the Alton Companies provided Mr. Smith with certain cash and shares of Plaintiffs.

46. Pereira and/or the Alton Companies did not disclose the arrangement with Mr. Smith either prior to or at the time any of the Alton Agreements were entered into.

47. After additional investigation of Pereira and/or the Alton Companies' fraud and malfeasance, Plaintiffs terminated their relationship with Pereira and/or the Alton Companies, and by email dated December 8, 2015 to Pereira and the Alton Companies' counsel, Plaintiffs' counsel advised Pereira and the Alton Companies that Pereira and the Alton Companies had

obtained all shares of Meredian Holdings' stock and/or stock ownership via fraudulent means, and that all such stock issuances to Pereira and the Alton Companies was void.

48. By letter dated December 23, 2015 and delivered to counsel for Pereira and/or the Alton Companies, Plaintiffs notified Pereira and /or the Alton Companies that Plaintiffs were rescinding all of the Alton Agreements because they were induced by fraud and/or constituted conflicting interest transactions prohibited by applicable law.

49. By their December 23, 2015 letter, Plaintiffs also demanded the return of all shares of Meredian Holdings' stock and/or stock options held by Pereira and/or any of the Alton Companies (and/or any entity controlled by Pereira) as well as all of the cash paid to Pereira and/or any of the Alton Companies by Plaintiffs, except for an amount representing the limited value of services provided. A true and correct copy of the letter dated December 23, 2015 is annexed hereto as Exhibit "F."

50. To date, Pereira and/or the Alton Companies have failed and refused to return any of Meredian Holdings' stock certificates currently in its/their possession, have failed and refused to return any of the cash paid to it/them since the commencement of the parties' relationship, and have failed and refused to return Plaintiffs' property in his/their possession, despite due demand therefor.

COUNT I: RESCISSION/ FRAUD IN THE INDUCEMENT

(By all Plaintiffs against Paul Pereira and the Alton Companies, Jointly and Severally)

51. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50 as if more fully set forth herein.

52. As set forth above, during June and July 2013, Pereira, acting on behalf of himself as well as each of the Alton Companies, had in-person meetings with John Dowdy, Richard Ivey, Ralph Powell, Tim Smith and Greg Calhoun, as directors and/or representatives of DaniMer,

Meridian, Inc. and/or Meridian Bioplastics at the companies' offices, (located at 140 Industrial Boulevard, Bainbridge, Georgia 39817) as well as at the offices of Dowdy & Whittaker, CPA's (located at 501 S. West Street, Bainbridge, Georgia 39819) and at Southwind Plantation (located at 670 Bower Station Road, Attapulgus, Georgia 39815).

53. During the referenced meetings Pereira, acting on behalf of himself as well as each of the Alton Companies stated, inter alia, the material facts that he had degrees in engineering, chemistry, business and finance, including the following: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies.

54. Pereira repeated the foregoing representations set forth in paragraph 53, above at an in-person meeting that occurred on or about July 2, 2013 at DaniMer, Meridian, Inc. and Meridian Bioplastic's offices that included Pereira, acting on behalf of himself as well as each of the Alton Companies, and Phil Van Trump, Scott Tuten, and Michael Smith, who were officers and/or employees of DaniMer, Meridian, Inc. and/or Meridian Bioplastics.

55. In July 2013, as part of their due diligence, Mssrs. Van Trump and Tuten obtained a copy of Pereira's curriculum vitae on Alton Consulting's website, which reflected, among other things, that Pereira had: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies.

56. After the restructuring contemplated and referred to in each of the Alton Agreements and discussed with Pereira prior thereto, DaniMer and Meridian, Inc. became wholly owned subsidiaries of Meridian Holdings. At all relevant times, John Dowdy, Richard

Ivey, Ralph Powell, Tim Smith and Greg Calhoun were directors of Meredian Holdings, and at all relevant times, Phil Van Trump, Scott Tuten, and Michael Smith were officers and/or employees of Meredian Holdings – the same individuals to whom Pereira, acting on behalf of himself as well as each of the Alton Companies - made the misrepresentations as set forth in paragraphs 52-55, above. The foregoing individuals continued to rely on Pereira's material representations set forth in paragraphs 53-55 above, in continuing their relationship with Pereira and/or the Alton Companies subsequent to the restructuring.

57. Therefore, Plaintiffs, acting through the same directors and officers identified in paragraphs 52-56 above, would not have contracted with, engaged and/or continued any relationship with Pereira and/or any of the Alton Companies in any capacity if Pereira did not possess the education and/or degrees, as represented.

58. In or around September and October 2015, Plaintiffs discovered that contrary to his representations made in June and July 2013, at no time did Pereira have a Bachelor of Science degree in Mechanical Engineering from Texas A&M University nor did he have a Masters in International Business and Finance from the University of West Indies.

59. Consistent with Pereira and/or the Alton Companies' fraudulent conduct, in or around July 2013 and prior to Plaintiffs entering into any of the Alton Agreements, Pereira, acting on behalf of himself as well as each of the Alton Companies, entered into an agreement with Tim Smith, who was at the time a Board Member of DaniMer, Meredian, Inc. and/or Meredian Bioplastics, and upon its formation, was a Board Member of Meredian Holdings, to provide Mr. Smith with a portion of the compensation paid to Pereira and/or any of the Alton Companies in the event that Pereira and/or any of the Alton Companies were retained by any of

the Plaintiffs in exchange for any influence Mr. Smith could exert to facilitate Pereira and/or any of the Alton Companies' engagement.

60. Upon information and belief, the agreement between Tim Smith and Pereira, acting on behalf of himself as well as the Alton Companies, required Tim Smith to receive, inter alia, thirty percent (30%) of the compensation given to Pereira and/or any of the Alton Companies pursuant to any of the Alton Agreements or any other agreement entered into between any of the Plaintiffs and any entity which Pereira owned and/or controlled, including cash payments as well as shares of stock.

61. As part of the aforesaid agreement, in or around June or July 2013, Pereira caused Tim Smith to become a manager of Alton Bio in order to facilitate without detection the transfer of monies and/or stock received from any of the Alton Agreements.

62. Pereira, acting on behalf of himself as well as each of the Alton Companies, was required to, but did not, disclose the agreement with Tim Smith either prior to or at the time any of the Alton Agreements were entered into. Pereira had a duty to disclose the arrangement with Tim Smith because at the time the Stock Purchase Agreement, Alton Consulting Agreement, Promissory Note, Deferred Compensation Agreement and Incentive Stock Option Agreement were entered into, Pereira was a director, officer and/or employee of Plaintiffs. Pereira also had a duty to disclose the arrangement with Tim Smith before the MOU was entered into because the MOU specifically contemplated Pereira's becoming the Executive Director of both DaniMer and Meredian, Inc.

63. Pereira, acting on behalf of himself as well as each of the Alton Companies, intentionally misrepresented his education and degrees and concealed the aforesaid agreement with Tim Smith from all Plaintiffs for the specific purpose of obtaining each of the Alton

Agreements and the benefits thereunder, and with knowledge that only by his/their intentional misrepresentations and/or concealment would he/they obtain the Alton Agreements and the benefits thereunder.

64. Thus, Pereira, acting on behalf of himself, as well as the Alton Companies, fraudulently induced Plaintiffs into entering into each of the Alton Agreements by making false representations of material fact concerning his education and degrees and false representations of material fact by omission by failing to divulge his arrangement with Tim Smith, as alleged herein.

65. Plaintiffs reasonably and justifiably relied to their detriment on Pereira's and/or the Alton Companies' fraudulent and material misrepresentations and omissions, as alleged in paragraphs 52-63 above, by entering into each of the Alton Agreements, appointing Pereira to each of their Board of Directors, employing Pereira and paying the compensation and other consideration identified in each of the Alton Agreements, including, without limitation: (a) the payment of not less than \$3,109,535.61 to Pereira, Alton Consulting, Alton Inc. and/or Alton Bio; (b) providing Pereira, Alton Consulting, Alton, Inc, and/or Alton Bio with shares of Meredian Holdings' stock, valued at not less than \$8,500,000; and (c) reimbursing Pereira and/or Alton Consulting, Alton Inc. and/or Alton Bio for various expenses purportedly under the Alton Agreements in the amount of not less than \$150,000.

66. Had Plaintiffs, or any of them, known of the aforesaid material misrepresentations concerning Pereira's education and degrees and/or arrangement with Tim Smith, as alleged herein, they would not have entered into any of the Alton Agreements or tendered the compensation and other consideration identified in paragraph 65, above, made Pereira a member of their Board of Directors and/or employed Pereira in any capacity.

67. Pereira's fraudulent misrepresentations and omissions, made on behalf of himself as well as each of the Alton Companies, as alleged herein, were material, knowingly false when made, and made with intent to defraud Plaintiffs and induce them to enter into the Alton Agreements, appoint Pereira to Plaintiffs' Board of Directors, employ Pereira and tender the consideration reflected in the Alton Agreements.

68. As a proximate cause of Pereira's fraudulent misrepresentations and omissions of material fact, made on behalf of himself as well as the Alton Companies, Plaintiffs were damaged in that they entered into the Alton Agreements when Pereira did not have the knowledge or education to effectuate the Turnaround Plan and operated Plaintiffs in an improper manner that caused harm to their business, as alleged in paragraph 39 and 40, above and tendered the compensation identified in paragraph 65, above.

69. Upon learning of Pereira and/or the Alton Companies' fraudulent and material misrepresentations and omissions, Plaintiffs promptly notified each of them that Plaintiffs were rescinding the Alton Agreements and requested the return of all of the compensation and consideration identified in paragraph 65, above. To date, none of the requested compensation and/or consideration has been returned.

70. Because the substantial amount of cash and non-cash compensation that Plaintiffs provided to Pereira and/or the Alton Companies under the Alton Agreements grossly exceeds the value of any services conferred upon Plaintiffs, Plaintiffs were not required to make an offer of tender in connection with their rescission of the Alton Agreements, nor was any offer of tender to return such services possible or reasonable. Nonetheless, Plaintiffs offered that Pereira and/or the Alton Companies could retain an amount of \$112,914.59 representing the reasonable value of services provided to Plaintiffs.

71. By reason of Pereira and/or the Alton Companies' fraud and Plaintiffs' subsequent notification of their rescission of the Alton Agreements, as described herein, the Alton Agreements are void, and Plaintiffs are entitled to rescission of each of the Alton Agreements, and the return of all monies, shares of stock, stock options, monies and all other consideration tendered to Pereira and/or the Alton Companies, in order to restore Plaintiffs to the status held before the Alton Agreements were entered into, plus interest, for which Pereira and the Alton Companies shall be jointly and severally liable.

72. The actions of Pereira and/or the Alton Companies, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Pereira in light of the circumstances of this case.

COUNT II: FRAUD IN THE INDUCEMENT

(By all Plaintiffs against Paul Pereira and the Alton Companies, jointly and severally)

73. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50 above, as if more fully set forth herein.

74. During June and July 2013, Pereira, acting on behalf of himself as well as the Alton Companies, had in-person meetings with John Dowdy, Richard Ivey, Ralph Powell, Tim Smith and Greg Calhoun, as directors and/or representatives of DaniMer, Meredian, Inc. and/or Meredian Bioplastics at the companies' offices, (located at 140 Industrial Boulevard, Bainbridge, Georgia 39817) as well as at the offices of Dowdy & Whittaker, CPA's (located at 501 S. West Street, Bainbridge, Georgia 39819) and at Southwind Plantation (located at 670 Bower Station Road, Attapulgus, Georgia 39815).

75. During the referenced meetings Pereira, acting on behalf of himself as well as each of the Alton Companies stated, inter alia, the material facts that he had degrees in engineering, chemistry, business and finance, including the following: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies.

76. Pereira repeated the foregoing representations set forth in paragraph 75, above at an in-person meeting that occurred on or about July 2, 2013 at DaniMer, Meredian, Inc. and Meredian Bioplastic's offices that included Pereira, acting on behalf of himself as well as the Alton Companies, and Phil Van Trump, Scott Tuten, and Michael Smith, who were officers and/or employees of DaniMer, Meredian, Inc. and/or Meredian Bioplastics.

77. In July 2013, as part of their due diligence, Mssrs. Van Trump and Tuten obtained a copy of Pereira's curriculum vitae on Alton Consulting's website, which reflected, among other things, that Pereira had: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and (b) a Masters degree in Business Administration in International Business and Finance from the University of West Indies.

78. After the restructuring contemplated and referred to in each of the Alton Agreements and discussed with Pereira prior thereto, DaniMer and Meridian, Inc. became wholly owned subsidiaries of Meridian Holdings. At all relevant times, John Dowdy, Richard Ivey, Ralph Powell, Tim Smith and Greg Calhoun were directors of Meridian Holdings, and at all relevant times, Phil Van Trump, Scott Tuten, and Michael Smith were officers and/or employees of Meridian Holdings – the same individuals to whom Pereira, acting on behalf of himself as well as each of the Alton Companies - made the misrepresentations as set forth in

paragraphs 74-77, above. The foregoing individuals continued to rely on Pereira's representations set forth in paragraphs 74-77 above, in continuing their relationship with Pereira and/or the Alton Companies subsequent to the restructuring.

79. Plaintiffs, acting through the same directors and officers identified in paragraphs 74-78 above, would not have contracted with, engaged and/or continued any relationship with Pereira and/or any of the Alton Companies in any capacity if Pereira did not possess the education and/or degrees, as represented.

80. In or around September and October 2015, Plaintiffs discovered that contrary to his representations made in June and July 2013, at no time did Pereira have a Bachelor of Science degree in Mechanical Engineering from Texas A&M University nor did he have a Masters in International Business and Finance from the University of West Indies.

81. Consistent with Pereira and/or the Alton Companies' fraudulent conduct, in or around July 2013 and prior to Plaintiffs entering into any of the Alton Agreements, Pereira, acting on behalf of himself as well as each of the Alton Companies, entered into an agreement with Tim Smith, who was at the time a Board Member of DaniMer, Meredian, Inc. and/or Meredian Bioplastics, to provide Mr. Smith with a portion of the compensation paid to Pereira and/or any of the Alton Companies in the event that Pereira and/or any of the Alton Companies were retained by any of the Plaintiffs in exchange for any influence Mr. Smith could exert to facilitate Pereira and/or any of the Alton Companies' engagement.

82. Upon information and belief, the agreement between Tim Smith and Pereira, acting on behalf of himself as well as the Alton Companies, required Tim Smith to receive, inter alia, thirty percent (30%) of the compensation given to Pereira and/or any of the Alton Companies pursuant to any of the Alton Agreements or any other agreement entered into

between any of the Plaintiffs and any entity which Pereira owned and/or controlled, including cash payments as well as shares of stock.

83. As part of the aforesaid agreement, in or around June or July 2013, Pereira caused Tim Smith to become a manager of Alton Bio in order to facilitate without detection the transfer of monies received from any of the Alton Agreements.

84. Pereira, acting on behalf of himself as well as each of the Alton Companies was required to, but did not, disclose the aforesaid agreement with Tim Smith either prior to or at the time any of the Alton Agreements were entered into. Pereira had a duty to disclose the arrangement with Tim Smith because at the time the Stock Purchase Agreement, Alton Consulting Agreement, Deferred Compensation Agreement and Incentive Stock Option Agreement, Pereira was a director, officer and/or employee of Plaintiffs. Pereira also had a duty to disclose the arrangement with Tim Smith before the MOU was entered into because the MOU specifically contemplated Pereira's becoming the Executive Director of both DaniMer and Meredian, Inc.

85. Pereira, acting on behalf of himself as well as each of the Alton Companies intentionally misrepresented his education and degrees and concealed the aforesaid agreement with Tim Smith from all Plaintiffs for the specific purpose of obtaining each of the Alton Agreements and the benefits thereunder, and with knowledge that only by his/their intentional misrepresentations and/or concealment would he/they obtain the Alton Agreements and the benefits thereunder.

86. Thus, Pereira, acting on behalf of himself, as well as the Alton Companies, fraudulently induced Plaintiffs into entering into each of the Alton Agreements by making false representations of material fact concerning his education and degrees and false representations of

material fact by omission by failing to divulge his arrangement with Tim Smith, as alleged herein.

87. Plaintiffs reasonably and justifiably relied to their detriment on Pereira's and/or the Alton Companies' fraudulent and material misrepresentations and omissions, as alleged in paragraphs 74-85 above, by entering into each of the Alton Agreements, appointing Pereira to each of their Board of Directors, employing Pereira and paying the compensation and other consideration to the entities identified in each of the Alton Agreements, including, without limitation: (a) the payment of not less than \$3,109,535.61 to Pereira, Alton Consulting, Alton Inc. and/or Alton Bio; (b) providing Pereira, Alton Consulting, Alton, Inc. and/or Alton Bio with shares of Meredian Holdings' stock, valued at not less than \$8,500,000; and (c) reimbursing Pereira and/or Alton Consulting, Alton Inc. and/or Alton Bio for various expenses purportedly under the Alton Agreements in the amount of not less than \$150,000.

88. Had Plaintiffs, or any of them, known of the aforesaid fraudulent misrepresentations concerning Pereira's education and degrees and/or arrangement with Tim Smith, as alleged herein, they would not have entered into any of the Alton Agreements or tendered the compensation and other consideration identified in paragraph 87, above, made Pereira a member of their Board of Directors and/or employed Pereira in any capacity.

89. Pereira's fraudulent misrepresentations and omissions made on behalf of himself as well as each of the Alton Companies, as alleged herein, were material, knowingly false when made, and made with intent to defraud Plaintiffs and induce them to enter into the Alton Agreements, appoint Pereira to Plaintiffs' Board of Directors, employ Pereira and tender the consideration reflected in the Alton Agreements.

90. As a proximate cause of Pereira's fraudulent misrepresentations and omissions made on behalf of himself as well as the Alton Companies, Plaintiffs were damaged in that they entered into the Alton Agreements when Pereira did not have the knowledge or education to effectuate the Turnaround Plan and operated Plaintiffs in an improper manner that caused harm to their business, as alleged in paragraph 39 and 40, above and tendered the compensation identified in paragraph 87, above.

91. Without waiving Plaintiffs' right to rescission of the Alton Agreements, Plaintiffs allege as an alternative remedy, as a direct and proximate result of the foregoing fraud in the inducement, Plaintiffs have been injured and are entitled to recover damages in an amount to be determined at trial, plus interest, for which Pereira and the Alton Companies shall be jointly and severally liable.

92. Plaintiffs are entitled to and seek a decree requiring the return of all shares of Plaintiffs' stock and stock options from Pereira and the Alton Companies.

93. The actions of Pereira and/or the Alton Companies, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Pereira in light of the circumstances of this case.

COUNT III: NEGLIGENT MISREPRESENTATION

(By all Plaintiffs against Paul Pereira and The Alton Companies, jointly and severally)

94. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, 53 through 62, and 74 through 84 above, as if more fully set forth herein.

95. Pereira, acting on behalf of himself as well as each of the Alton Companies, made negligent misrepresentations of material fact to Plaintiffs by representing to them and making available on the Alton Consulting website Pereira's curriculum vitae that falsely stated that Pereira had: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and (b) a Masters degree in International Business and Finance from the University of West Indies.

96. At the time Pereira, acting on behalf of himself as well as the Alton Companies, made the misrepresentations, as alleged herein, he did not have, nor did he ever have: (a) a Bachelor of Science degree in Mechanical Engineering from Texas A&M University; and/or (b) a Masters degree in International Business and Finance from the University of West Indies and therefore, the representations were false.

97. Pereira, acting on behalf of himself as well as each of the Alton Companies, made negligent misrepresentations of material fact by omission to Plaintiffs by failing to divulge his arrangement with Tim Smith whereby Pereira and/or the Alton Companies delivered a portion of the compensation granted to them by Plaintiffs to Mr. Smith in exchange for his assistance in obtaining consulting work for Pereira and/or the Alton Companies.

98. It was foreseeable that Plaintiffs would rely on the foregoing misrepresentations of material fact and omissions, made during discussions in which Plaintiffs had expressed their intention to engage Pereira and/or the Alton Companies to provide consulting services.

99. Plaintiffs reasonably and justifiably relied to their detriment on Pereira's and/or the Alton Companies' misrepresentations of material fact and omissions by entering into each of the Alton Agreements, appointing Pereira to each of Plaintiffs' Board of Directors, employing Pereira and paying the compensation and other consideration to the Alton Companies, including,

without limitation: (a) the payment of not less than \$3,109,535.61 to Pereira, Alton Consulting, Alton Inc. and/or Alton Bio; (b) providing Pereira, Alton Consulting, Alton, Inc, and/or Alton Bio with shares of Meredian Holdings' stock, valued at not less than \$8,500,000; and (c) reimbursing Pereira, Alton Consulting, Alton Inc. and/or Alton Bio for various expenses purportedly under the Alton Agreements in the amount of not less than \$150,000.

100. Had Plaintiffs, or any of them, known of Pereira and/or the Alton Companies' material misrepresentations and omissions of fact, they would not have entered into any of the Alton Agreements, made Pereira a member of their Board of Directors, employed Pereira in any capacity and/or tendered the compensation and other consideration reflected therein.

101. Plaintiffs are entitled to and seek a decree requiring the return of all shares of Plaintiffs' stock and stock options from Pereira and/or the Alton Companies.

102. As a direct and proximate result of the foregoing negligent misrepresentations, Plaintiffs have been injured and are entitled to recover damages in an amount to be determined at trial, plus interest, for which Pereira and the Alton Companies shall be jointly and severally liable.

COUNT IV: FRAUD AND CONSPIRACY

(By all Plaintiffs against all Defendants, jointly and severally)

103. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, above as if more fully set forth herein.

104. From December 2013 through August 2015, Rachael Pereira, acting on behalf of herself as well as the House of Miami, submitted certain invoices to Plaintiffs by giving hard copies to Pereira on behalf of Plaintiffs and Pereira, in turn, directed such invoices to Jad Dowdy and Plaintiffs' accounts payable personnel at their offices in Bainbridge, Georgia (the

“Invoices”) for payment. A true and correct copy of the Invoices is annexed as Exhibit “G” hereto and is incorporated by reference herein.

105. Upon information and belief, each of the Invoices submitted to Plaintiffs by Rachael Pereira, on behalf of herself as well as The House of Miami, contained material misrepresentations of fact regarding the description of work performed, amount of time worked, the amount of fees actually incurred, and that the services allegedly performed and/or products purchased were for Plaintiffs’ benefit. By way of example only, Rachael Pereira and/or The House of Miami submitted the following invoices: (a) February 4, 2015 invoice included fifteen hours to assemble and create January 2015 newsletter, of which five hours were for fixing “typos in Paul’s [one and a quarter page] article;” (b) July 27, 2015 invoice included three and a half hours to “communicate[] with Paul with the progress of arrangements within the office. The tasks that are ongoing and the tasks that are completed in preparation (sic) for next week meeting.”

106. From August 2014 through August 2015 (the year preceding the termination of Plaintiffs’ relationship with The House of Miami), Rachael Pereira, acting on behalf of herself as well as The House of Miami, submitted the fraudulent Invoices to Plaintiffs through Paul Pereira that totaled more than \$165,000.

107. Pereira, acting on behalf of himself as well as the Alton Companies, agreed with Rachael Pereira and The House of Miami to the submission to Plaintiffs of the fraudulent Invoices in order to obtain improper payment thereof. Defendants’ misrepresentations, as alleged herein and in the Invoices, were material, knowingly false when made and made with intent to defraud Plaintiffs and induce them to pay the Invoices.

108. Pereira, acting on behalf of himself, as well as the Alton Companies, conspired in the fraud by agreeing with Rachael Pereira and/or The House of Miami to cause Plaintiffs to pay the Invoices, despite knowing they contained material misrepresentations regarding the description of work performed, amount of time worked and/or the fees due, and/or that the goods and services reflected therein were rendered and/or purchased on behalf of Plaintiffs.

109. Plaintiffs reasonably and justifiably relied on the false statements of material fact contained in the Invoices to their detriment by paying the Invoices, and had Plaintiffs known of the misrepresentations contained in the Invoices, they would not have paid them.

110. As a proximate cause of Pereira, Alton Companies, Rachael Pereira and/or The House of Miami's fraud and conspiracy to commit fraud, as described herein, Plaintiffs were damaged an amount to be proven at trial, plus interest, for which Defendants are jointly and severally liable.

111. The actions of Defendants, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award of punitive damages against Pereira, Alton Companies, Rachael Pereira and/or The House of Miami determined by the enlightened conscience of the jury, in an amount sufficient to deter, penalize and punish Pereira, Alton Companies, Rachael Pereira and The House of Miami in light of the circumstances of this case.

COUNT V: FRAUD AND CONSPIRACY

(By all Plaintiffs against all Defendants, jointly and severally)

112. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, above as if more fully set forth herein.

113. From at least October 2014 to August 2015, Paul Pereira, acting on behalf of himself as well as each of the Alton Companies, and Rachael Pereira, acting on behalf of herself as well as The House of Miami, submitted through Pereira certain requests for personal expenses at Plaintiffs' offices in Bainbridge, Georgia, knowing that only business expenses were reimbursable (the "Expense Requests"). A true and correct copy of the Expense Requests is annexed as Exhibit "H" hereto and are incorporated by reference herein.

114. During October 2014 through August 2015, Pereira submitted a hard copy of each of the Expense Requests (which he received from Rachael Pereira and/or The House of Miami or provided himself), to Kim Walden, an employee of Plaintiffs and/or Plaintiffs' accounts payable department and caused Plaintiffs to pay them.

115. In each instance, Pereira, acting on behalf of himself as well as each of the Alton Companies, and Rachael Pereira, acting on behalf of herself and/or The House of Miami, represented that The Expense Requests were for business expenses, when, in fact, they were for personal, non-business related expenses.

116. By way of example only, the following Expenses Requests were made by Pereira, acting on behalf of himself as well as each of the Alton Companies, and/or Rachael Pereira, acting on behalf of herself as well as The House of Miami, and were misrepresented as business expenses, rather than personal expenses: (a) January 29, 2015 receipt for Smith & Wollensky in the amount of \$860.00; (b) March 31, 2015 charge for JW Marriott in the amount of \$498.88 for a conference that Pereira did not attend; (c) May 7, 2015 to May 16, 2015 receipt for Armani that contained numerous excessive in room dining and alcohol expenses, as well as laundry expenses for a woman's trousers and jogging suit; (d) May 25, 2015 receipt for Ritz-Carlton Buckhead in the name of Charles Pereira; (e) May 27, 2015 to May 28, 2015 two separate receipts for same

night at Intercontinental; (f) July 2015 first class plane ticket for Rachael Pereira in the amount of \$4,465.90; and (g) Recurrently parking in short-term parking at airport when traveling for more than one day.

117. Defendants conspired and agreed to the submission of the fraudulent Expense Requests to Plaintiffs and misrepresented to Plaintiffs in each instance that they were for business expenses, rather than personal expenses, in order to defraud Plaintiffs and obtain improper payment thereof. Defendants' misrepresentations, as alleged herein and in the Expense Requests, were material, knowingly false when made, and made with intent to defraud Plaintiffs and induce them to pay the Expense Requests.

118. Plaintiffs reasonably and justifiably relied on the false statements of material fact contained in the Expense Requests to their detriment by paying them, and had Plaintiffs known of the aforesaid misrepresentations contained in the Expense Requests, they would not have paid them.

119. As a proximate cause of Defendants fraud and conspiracy to commit fraud, as described herein, Plaintiffs were damaged an amount to be proven at trial, plus interest, for which Defendants are jointly and severally liable.

120. Defendants' actions, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Defendants, determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Defendants in light of the circumstances of this case.

COUNT VI: BREACH OF FIDUCIARY DUTY OF CARE AND GOOD FAITH

(By all Plaintiffs against Paul Pereira)

121. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 120, above as if more fully set forth herein.

122. Under Georgia common law and O.C.G.A. §§ 14-2-830 and 14-2-842, Pereira, as the Executive Director and Director of DaniMer and Meredian, Inc., the Executive Chairman and Director of Meredian Holdings and a Director of Meredian Bioplastics, owed fiduciary duties to each of the Plaintiffs and their shareholders, including the duty of good faith and the duty of care of an ordinarily prudent person.

123. By reason of such duties, Pereira was required to, inter alia, exercise his authority to control and manage Plaintiffs in a fair, just and equitable manner; act in furtherance of the best interests of Plaintiffs and all of their shareholders; act in a manner designed to maximize shareholder value for Plaintiffs; and refrain from favoring his own interests, or the interests of other companies he was affiliated with, at the expense and to the detriment of the Plaintiffs.

124. Pereira committed a breach of his fiduciary duties by engaging in the following conduct, including, without limitation:

- (a) Repeatedly altered the projections of DaniMer, Meredian, Inc. and/or Meredian Holdings and other company information in presentations and communications to potential customers and/or investors;
- (b) Repeatedly and purposefully disclosed confidential information of customers and/or potential customers in press releases and presentations;
- (c) Repeatedly used Plaintiffs' funds to reimburse Pereira, the Alton Companies, Rachael Pereira and/or the House of Miami for personal and non-business related expenses by misrepresenting that expense requests were for business purposes, as alleged in

paragraphs 113 through 120, above. These included, without limitation, travel expenses for Pereira and his wife that were not business-related, dry cleaning services, dining expenses, boat fuel and fishing equipment and are identified in the Expense Requests annexed hereto as Exhibit “H” hereto;

(d) Repeatedly wasted Plaintiffs’ money and resources on non-essential and useless endeavors, including establishing an office in Miami, Florida (which was used by Pereira and/or each of the Alton Companies for business unrelated to the Plaintiffs), hiring personal friends of Pereira who lacked any relevant experience and brought no value to Plaintiffs, paying for trips abroad for Pereira’s son’s friends, and retaining a marketing firm, the Kidd Group, at an exorbitant rate whose primary purpose was to promote Pereira and/or the Alton Companies, rather than Plaintiffs. As a result, Plaintiffs were unable to purchase raw materials, equipment and safety items necessary to operate its core business;

(e) Repeatedly engaged in self-dealing, including retaining and causing substantial fees to be paid to defendant The House of Miami pursuant to the Invoices annexed as Exhibit “G” hereto, a company owned and controlled by Pereira and his wife, for graphic design services, as well as other services, that were fraudulent, unnecessary and/or exorbitant, as alleged in paragraphs 104 through 111, above, and the fees for which went directly to Pereira and his wife;

(f) Repeatedly failed to show up for meetings with potential and current customers and/or investors and/or showing up and/or becoming grossly inebriated;

(g) Repeatedly threatened, without basis, to terminate Plaintiffs’ executive team when they sought to question Pereira’s conduct and thereby fomenting disruption, turmoil and uncertainty in the workplace.

(h) Made false representations that Pereira had a Bachelor of Science degree in Mechanical Engineering from Texas A&M University and a Masters in International Business and Finance from the University of West Indies to Plaintiffs and Plaintiffs' customers and investors when he did not in order to induce Plaintiffs to enter into and continue their relationship with Pereira and/or the Alton Companies, as alleged in paragraphs 52-58, above; and

(i) Entered into and then failed to disclose the agreement with Tim Smith, another Board Member of Plaintiffs, to provide him with a portion of the compensation paid to Pereira and/or any of the Alton Companies by Plaintiffs in the event that Pereira and/or any of the Alton Companies were retained by Plaintiffs in exchange for Mr. Smith's assistance in obtaining Pereira and/or any of the Alton Companies' engagement by Plaintiffs, as alleged in paragraphs 59 through 62, above.

125. Pereira's conduct, as alleged herein, resulted in, inter alia, his taking action on behalf of Plaintiffs without proper authority; wasting the Plaintiffs' assets; mismanagement of Plaintiffs, and preventing its/their officers from carrying out their duties; the use of corporate assets for personal use; self-dealing and self-enrichment; and placing Plaintiffs at risk by engaging in improper behavior with respect to current and potential customers and investors.

126. Pereira's conduct, as alleged herein, was anathema to Plaintiffs' best interests and inconsistent with the care that an ordinarily prudent person in a like position would exercise under similar circumstances,

127. As a direct and proximate result of Pereira's breaches of his fiduciary duties, Plaintiffs have been damaged, and are entitled to recover damages from Pereira in an amount to be proven at trial, plus interest.

128. Plaintiffs are entitled to and seek a decree requiring the return of all shares of Plaintiffs' stock and stock options from Pereira and the Alton Companies.

129. The actions of Pereira, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Pereira in light of the circumstances of this case.

**COUNT VII: BREACH OF DUTY RELATED TO
CONFLICTING INTEREST TRANSACTIONS**

(By all Plaintiffs against Paul Pereira)

130. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, 59 through 67, and 104 through 111, above as if more fully set forth herein.

131. Pereira, as the Executive Director and Director of DaniMer and Meredian, Inc., and the Executive Chairman and Director of Meredian Holdings and Director of Meredian Bioplastics, owed fiduciary duties to Plaintiffs and their shareholders.

132. By reason of such duties, Pereira was required to, inter alia, exercise his authority to control and manage Plaintiffs in a fair, just and equitable manner; act in furtherance of the best interests of Plaintiffs and all of their shareholders; act in a manner designed to maximize shareholder value for Plaintiffs; and refrain from favoring his own interests, or the interests of other companies he was affiliated with, at the expense and to the detriment of the Plaintiffs.

133. Furthermore, under Georgia common law as well as O.C.G.A. §§ 14-2-860 *et seq.*, Pereira owed fiduciary duties to the Plaintiffs and their shareholders to refrain from entering

into “conflicting interest” transactions without satisfying the requirements of O.C.G.A. § 14-2-864.

134. Nonetheless, Pereira entered into self-interested and conflicting interest transactions under common law and as defined by O.C.G.A. § 14-2-860 as follows.

135. Each of the Alton Agreements constitute conflicting interest transactions, as a result of the agreement between Pereira and/or the Alton Companies, on the one hand, and Tim Smith, on the other hand, whereby Pereira and/or the Alton Companies agreed to provide to Mr. Smith a portion of the compensation received by Pereira and/or the Alton Companies pursuant to any of the Alton Agreements in exchange for any influence Mr. Smith could exert to facilitate Pereira and/or any of the Alton Companies’ engagement, as alleged in paragraphs 59 through 63, above.

136. At the time the aforesaid agreement with Tim Smith was made, Tim Smith was a director and/or officer of each of Plaintiffs, and Pereira knew that Pereira would become, (and did become), a director and/or officer of Plaintiffs. The agreement between Tim Smith and Pereira and/or the Alton Companies was entered into in June or July 2013 and was in place prior to any of the Alton Agreements being entered into and continued, unrevealed, after they were entered into.

137. Upon information and belief, in furtherance of the undisclosed arrangement with Tim Smith, in or around June or July 2013, Pereira caused Tim Smith to become a manager of Alton Bio in order to facilitate without detection the transfer of monies and other consideration received from any of the Alton Agreements. Thus, Pereira and/or the Alton Companies provided Mr. Smith with certain cash and shares of Meredian Holdings subsequent to Pereira and/or the

Alton Companies' engagement by Plaintiffs, and while both Pereira and Tim Smith were directors of Plaintiffs.

138. At no time prior to Plaintiffs entering into the Alton Agreements, or thereafter, did Pereira seek or obtain the approval required for conflicting interest transactions by O.C.G.A. Sec. 14-2-862, 14-2-864.

139. Plaintiffs' engagement and payment to The House of Miami for graphic design and other services pursuant to the Invoices annexed as Exhibit "G" hereto from December 2013 through August 2015 also constitutes a conflicting interest transaction(s) as defined by O.C.G.A. Sec. 14-2-860, because The House of Miami is owned and/or controlled by Pereira, and at the time of Plaintiffs' engagement of The House of Miami, Pereira was the Executive Director and Director of DaniMer and Meredian, Inc., the Executive Chairman and Director of Meredian Holdings and a Director of Meredian Bioplastics.

140. Pereira caused Plaintiffs to retain and pay substantial fees to The House of Miami for graphic design and other services that were unnecessary, exorbitant and/or fraudulent as set forth in Exhibit "G" hereto and in paragraphs 104 through 111 above.

141. At no time prior to Plaintiffs engagement and payment to The House of Miami did Pereira seek or obtain the approval required for conflicting interest transactions by O.C.G.A. Sec. 14-2-862, 14-2-864.

142. By reason of the foregoing, Pereira violated common law and his statutory fiduciary duties.

143. The Alton Agreements and each of the transactions with The House of Miami were not fair to Plaintiffs in that they were fraudulent, caused Plaintiffs to pay for goods and

services that were either not provided, insufficiently provided, or resulted in gross overpayments and, thus, should be set aside.

144. As a direct and proximate result of Pereira's breaches, as set forth above, Plaintiffs have been injured and are entitled to recover damages from Pereira in an amount to be proven at trial, plus interest.

145. Plaintiffs are also entitled to a decree requiring the return of all shares of Meredian Holdings' stock and stock options from Pereira.

146. The actions of Pereira, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Pereira in light of the circumstances of this case.

**COUNT VIII: AIDING AND ABETTING BREACH OF
FIDUCIARY DUTIES**

(By all Plaintiffs against Paul Pereira and the Alton Companies, jointly and severally)

147. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50 and 59 through 63, above as if more fully set forth herein.

148. At all relevant times, Tim Smith was a Director of each of the Plaintiffs and as such, owed fiduciary duties to each of the Plaintiffs and their shareholders, including the duty of good faith and the duty of care of an ordinarily prudent person.

149. By reason of such duties, Mr. Smith was required to, inter alia, exercise his authority to control and manage Plaintiffs in a fair, just and equitable manner; act in furtherance of the best interests of Plaintiffs and all of their shareholders; act in a manner designed to

maximize shareholder value for Plaintiffs; and refrain from favoring his own interests, or the interests of other companies he was affiliated with, at the expense and to the detriment of the Plaintiffs.

150. Mr. Smith breached his fiduciary duties by entering into an agreement, and failing to disclose or obtain approval for such agreement, to assist Pereira and/or the Alton Companies obtain consulting work from Plaintiffs in exchange for Pereira and/or the Alton Companies' promise to give a portion of the compensation granted to them by Plaintiffs and obtaining an undisclosed financial interest in the Alton Agreements.

151. Pereira and/or the Alton Companies, by entering into, performing, and failing to disclose the arrangement with Mr. Smith, procured the breach of Mr. Smith's fiduciary duties. Pereira and/or the Alton Companies actions were improper, wrongful, deceitful and without privilege in procuring that breach. Further, Pereira and/or the Alton Companies knew that Mr. Smith owed Plaintiffs a fiduciary duty and acted purposely, with malice and with intent to injure Plaintiffs.

152. By reason of the above, the Alton Agreements constitute conflicting interest transactions as defined by O.C.G.A. § 14-2-860, in light of Mr. Smith's undisclosed financial interest in the Alton Agreements, for which specific disclosure and approval was required.

153. Neither Mr. Smith, nor Pereira, nor the Alton Companies obtained the approval required for conflicting interest transactions by O.C.G.A. § 14-2-862. The Alton Agreements were not fair to Plaintiffs in that they caused Plaintiffs to pay for goods and services that were either not provided, insufficiently provided, or resulted in gross overpayments and, thus, should be set aside, and are evidence of Mr. Smith's breach of his fiduciary duties and of Pereira and/or the Alton Companies aiding and abetting his breach of his fiduciary duties.

154. As a direct and proximate result of Pereira and/or the Alton Companies' aiding and abetting Mr. Smith's breach of fiduciary duties, Plaintiffs have been injured and are entitled to recover damages in an amount to be proven at trial, plus interest, for which Pereira and the Alton Companies shall be jointly and severally liable.

155. Plaintiffs are also entitled to a decree requiring the return of all shares of Meredian Holdings' stock and stock options from Pereira and/or the Alton Companies.

156. The actions of Pereira, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira and the Alton Companies, jointly and severally, determined by the enlightened conscience of the jury, in an amount sufficient to deter, penalize and punish Pereira and the Alton Companies in light of the circumstances of this case.

**COUNT IX: AIDING AND ABETTING BREACH OF
FIDUCIARY DUTIES**

(By all Plaintiffs against Rachael Pereira and The House of Miami, Jointly and Severally)

157. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50 and paragraphs 104 through 111, above as if more fully set forth herein.

158. Pereira, as the Executive Director and Director of DaniMer and Meredian, Inc., and the Executive Chairman and Director of Meredian Holdings and Director of Meredian Bioplastics, owed fiduciary duties to Plaintiffs and their shareholders.

159. By reason of such duties, Pereira was required to, inter alia, exercise his authority to control and manage Plaintiffs in a fair, just and equitable manner; act in furtherance of the best interests of Plaintiffs and all of their shareholders; act in a manner designed to maximize

shareholder value for Plaintiffs; and refrain from favoring his own interests, or the interests of other companies or individuals he was affiliated with, at the expense and to the detriment of the Plaintiffs.

160. Upon information and belief, Rachael Pereira and The House of Miami submitted the Invoices annexed as Exhibit “G” hereto to Plaintiffs that contained material misrepresentations of fact concerning, inter alia, the time spent on projects and services, the amount of fees incurred, the necessity of services and goods purchased purportedly on behalf of Plaintiffs and for services rendered for the benefit of persons and entities other than Plaintiffs.

161. Pereira, despite knowing that the Invoices submitted by Rachael Pereira and The House of Miami were fraudulent, breached his fiduciary duties by hiring Rachael Pereira and The House of Miami when it was a conflicting interest transaction, and by approving and causing Plaintiffs to pay The House of Miami invoices that contained unnecessary, fraudulent and/or exorbitant fees and expenses.

162. The actions alleged herein were contrary to the best interests of Plaintiffs and their shareholders, were not designed to maximize shareholder value for Plaintiffs, and favored Pereira’s own interests, or the interests of other companies or individuals he was affiliated with, at the expense and to the detriment of the Plaintiffs.

163. Rachael Pereira and The House of Miami, through the actions alleged herein, procured and aided and abetted Pereira in the breach of his fiduciary duties. Rachael Pereira and/or The House of Miami’s actions were improper, wrongful, deceitful and without privilege. Further, Rachael Pereira and/or The House of Miami knew that Pereira owed Plaintiffs a fiduciary duty and acted purposely, with malice and with intent to injure Plaintiffs.

164. Rachael Pereira and The House of Miami acted purposely and with wanton disregard and malice, and without privilege, by procuring the breaches of Pereira's fiduciary duties to Plaintiffs with the specific intent to cause injury to Plaintiffs.

165. As a direct and proximate result of Rachael Pereira and The House of Miami aiding and abetting Pereira's breaches of fiduciary duties, Plaintiffs have been injured and are entitled to recover damages from them in an amount to be proven at trial, plus interest for which Rachael Pereira and the House of Miami shall be jointly and severally liable.

166. The actions of Rachael Pereira and The House of Miami, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Rachael Pereira and The House of Miami, jointly and severally, determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Rachael Pereira and The House of Miami in light of the circumstances of this case.

COUNT X: CONVERSION

(By all Plaintiffs against Paul Pereira and the Alton Companies, jointly and severally)

167. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, and 52 through 65, above as if more fully set forth herein.

168. Prior to Plaintiffs' discovery of Pereira and/or the Alton Companies' fraud and misconduct, as alleged hereinabove, Plaintiffs delivered to Pereira and/or the Alton Companies various items of which Plaintiffs are the rightful owners and/or to which Plaintiffs hold title, including the following: shares of stock of Meredian Holdings valued at more than \$8 million; two (2) Mackbook Air computers; one (1) Apple Macbook computer; one (1) Mac mini

computer; one (1) computer hard drive; one (1) LaserJet Pro 400 printer; various furnishings; one (1) ipad mini; one (1) iphone 6 plus; and LaCie Turnderbolts.

169. Pereira and/or the Alton Companies knowingly converted Meredian Holdings' stock, and the other items identified in paragraph 168, above and distributed pursuant to the Alton Agreements, knowing that they obtained the same by false, fraudulent and improper means.

170. Upon Plaintiffs' rescission of all of the Alton Agreements and/or the termination of the parties' relationship, Plaintiffs requested that Pereira and/or the Alton Companies return all of Plaintiffs' property, including, but not limited to, the items identified in paragraph 168, above.

171. Pereira and the Alton Companies have failed and refused to return Plaintiffs' aforesaid stock and property, despite due demands therefor.

172. Pereira and/or the Alton Companies' acts of conversion described herein entitle Plaintiffs to a decree requiring the return of all of Plaintiffs' property, including, shares of stock and stock options as well as the items identified in paragraph 166 above, from Pereira and/or the Alton Companies.

173. Pereira and/or the Alton Companies' acts of conversion described herein also entitle Plaintiffs to recover damages from Pereira and/or the Alton Companies in an amount to be proven at trial, plus interest, for which Pereira and/or the Alton Companies shall be jointly and severally liable.

174. The actions of Pereira and/or the Alton Companies, as alleged herein, show willful and gross misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences and reflect a specific

intent to cause harm. Therefore, Plaintiffs are entitled to an award to punitive damages against Pereira and/or the Alton Companies determined by the enlightened conscious of the jury, in an amount sufficient to deter, penalize and punish Pereira and/or the Alton Companies in light of the circumstances of this case.

COUNT XI: UNJUST ENRICHMENT AND MONIES HAD AND RECEIVED

(By All Plaintiffs against All Defendants, jointly and severally)

175. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 174 above, as if more fully set forth herein.

176. By their wrongful acts and omissions, all Defendants received money stock and/or property from Plaintiffs to which they were not entitled and were therefore unjustly enriched at the expense of and to the detriment of Plaintiffs.

177. With respect to Pereira and the Alton Companies, Plaintiffs previously demanded that all money, stock, stock options and property provided by Plaintiffs be returned, such demand being refused. In equity and good conscience, Pereira and/or the Alton Companies are not entitled to retain the monies and/or property tendered to them by Plaintiffs.

178. Plaintiffs seek restitution from Defendants and seek an order of this Court disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct.

COUNT XII: CONSTRUCTIVE TRUST

(All Defendants)

179. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 174, above as if more fully set forth herein.

180. Defendants, through their own malfeasance, as set forth in each of Plaintiffs' previous Counts I through Count XI, have obtained funds and property which do not rightfully belong to them.

181. Defendants are not, in equity and good conscience, entitled to hold and enjoy the beneficial interest from the funds and property, or the funds derived or to be derived from the ownership, development, management, sale, refinancing or other use of the funds and property, in light of their wrongful actions.

182. This Court should find that Defendants hold the property for the benefit of Plaintiffs during the pendency of this litigation and that Plaintiffs are entitled to an order establishing a constructive trust and an entry of judgment: (a) requiring Defendants to return to Plaintiffs any property or funds it wrongfully took and/or retained, including all shares of Meredian Holdings' stock as well as all monies paid as a result of Defendants' improper conduct; and (b) requiring Defendants to return any funds derived from the ownership, development, management, sale, refinancing, or other use of the property and funds.

COUNT XIII: ACCOUNTING
(All Defendants)

183. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 182, above as if more fully set forth herein.

184. As evidenced by the various Alton Agreements and The House of Miami transactions referenced in the Invoices and Expense Reports annexed hereto, Pereira, on his own behalf and on behalf of the Alton Companies, Rachael Pereira, and The House of Miami, regularly shifted the monies, stock and other benefits received from Plaintiffs to various related entities owned in whole or in part by Pereira and/or Rachael Pereira.

185. As a result of the various entities and transactions at issue, Defendants' accounts are particularly complicated, and the amount owed by each Defendant will be difficult to determine through typical discovery.

186. Therefore, Defendants should be required to account to Plaintiffs for all profits realized by their wrongful acts.

187. Defendants' conduct constitutes grounds for an equitable accounting to Plaintiffs by each Defendant for all wrongfully received benefits, consideration, and profits paid or received.

COUNT XIV: PUNITIVE DAMAGES

(All Defendants)

188. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 187, above as if more fully set forth herein.

189. The actions of the Defendants show willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences.

190. The Defendants acted with the specific intent to cause harm.

191. Plaintiffs are entitled to an award of punitive damages against the Defendants, determined by the enlightened conscience of the jury, in an amount sufficient to deter, penalize, and punish the Defendants in light of the circumstances of this case, as provided in O.C.G.A. § 51-12-5.1, and other applicable law.

COUNT XV: ATTORNEY'S FEES

(All Defendants)

192. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 191 above, as if more fully set forth herein.

193. The Defendants have acted in bad faith in committing the acts described herein and have caused Plaintiffs unnecessary trouble and expense, as provided in O.C.G.A. § 13-6-11, thereby entitling Plaintiffs to an award of its reasonable expenses of litigation, including attorney's fees.

COUNT XVI: INJUNCTIVE RELIEF
(All Defendants)

194. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 193 above, as if more fully set forth herein

195. By virtue of Defendants' unlawful conduct, Pereira and/or the Alton Companies now possess and/or control a portion of Plaintiffs' shares and/or stock options. The Court should enjoin Pereira and/or the Alton Companies from selling or otherwise transferring any of Plaintiffs' shares and/or stock options to another. The transfer of Plaintiffs' shares and/or stock options currently possessed or controlled by Pereira and/or the Alton Companies will cause Plaintiffs to suffer immediate and irreparable loss, damage, and injury for which Plaintiffs will have no adequate remedy at law.

196. Wherefore Plaintiffs pray that Pereira and/or The Alton Companies, and those acting in concert with them, be temporarily, preliminarily, and permanently enjoined and restrained from selling or otherwise transferring Plaintiffs' shares and/or stock options in Pereira and/or the Alton Companies' possession or control to another.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against the Defendants, as follows:

- a. On Count I, against Pereira, The Alton Group, LLC n/k/a Alton Consulting Group, LLC, Alton Group, Inc. and Alton Bio, LLC, jointly and severally, for rescission of the Alton Agreements, compensatory damages in an amount

sufficient to restore Plaintiffs to the status quo prior to entering into the Alton Agreements, to be determined at trial, plus interest; an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs' other property; and punitive damages in an amount to be determined at trial;

- b. On Count II, and without waiving Plaintiffs' rescission of the Alton Agreements and as alternative relief against Pereira, The Alton Group, LLC n/k/a Alton Consulting Group, LLC, Alton Group, Inc. and Alton Bio, LLC, jointly and severally, for compensatory damages in an amount to be determined at trial, plus interest; an injunction mandating the return of all of Meredian Holdings' stock stock options and/or Plaintiffs' other property; and punitive damages in an amount to be determined at trial;
- c. On Count III, against Pereira, The Alton Group, LLC n/k/a Alton Consulting Group, LLC, Alton Group, Inc. and Alton Bio, LLC, jointly and severally, for compensatory damages in an amount to be determined at trial, plus interest; and an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs other property;
- d. On Count IV, against all Defendants, jointly and severally, compensatory damages in an amount to be determined at trial, plus interest; and punitive damages in an amount to be determined at trial;
- e. On Count V, against Pereira, Rachael Pereira, The House of Miami and Alton Consulting, jointly and severally, compensatory damages in an amount to be determined at trial, plus interest; and punitive damages in an amount to be determined at trial;

- f. On Count VI, against Pereira, compensatory damages in an amount to be determined at trial, plus interest; an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs other property; and punitive damages in an amount to be determined at trial;
- g. On Count VII, against Pereira, setting aside the Alton Agreements and the House of Miami transactions, compensatory damages in an amount sufficient to restore Plaintiffs to the status quo prior to entering into the Alton Agreements and the House of Miami transactions, compensatory damages in an amount, to be determined at trial, plus interest; an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs' other property; and punitive damages in an amount to be determined at trial;
- h. On Count VIII, against Pereira, The Alton Group, LLC n/k/a Alton Consulting Group, LLC, Alton Group, Inc. and Alton Bio, LLC, jointly and severally, for compensatory damages in an amount to be determined at trial, plus interest; an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs' other property; and punitive damages in an amount to be determined at trial;
- i. On Count IX, against Rachael Pereira and The House of Miami, jointly and severally, for compensatory damages in an amount to be determined at trial, plus interest; and punitive damages in an amount to be determined at trial;
- j. On Count X, against Pereira and The Alton Group, LLC n/k/a Alton Consulting Group, LLC, Alton Group, Inc. and Alton Bio, LLC, jointly and severally, for compensatory damages in an amount to be determined at trial, plus interest; an

injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs' other property; and punitive damages in an amount to be determined at trial;

- k. On Count XI, against all Defendants, compensatory damages in an amount to be determined at trial, plus interest; and an injunction mandating the return of all of Meredian Holdings' stock, stock options and/or Plaintiffs' other property;
- l. On counts I, II, III, VI, VII, VIII, X, XI, XII and XIII awarding Meredian Holdings a return of its shares of stock and/or stock options held by Pereira and/or the Alton Companies and/or the companies he controls;
- m. On all counts, pre- and post-judgment interest; a constructive trust on Defendants' assets; an equitable accounting; punitive damages; Plaintiffs attorney's fees and costs of suit; Plaintiffs temporary, preliminary, and permanent injunctive relief by enjoining and restraining Defendants and those acting in concert with them from selling or otherwise transferring Meredian Holdings' shares of stock and/or stock options in Pereira and/or The Alton Companies' possession or control to another; and such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a jury trial.

Respectfully submitted this 29th day of August, 2016.

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
(ALBANY DIVISION)

-----X		
MEREDIAN HOLDINGS GROUP, INC.,	:	
MEREDIAN, INC., DANIMER	:	
SCIENTIFIC, LLC and MEREDIAN	:	CIVIL ACTION NO. 1:16-CV-124
BIOPLASTICS, INC.,	:	
	:	JURY TRIAL DEMANDED
Plaintiffs,	:	
	:	
v.	:	
	:	
PAUL PEREIRA, THE ALTON GROUP, LLC	:	
n/k/a ALTON CONSULTING GROUP, LLC,	:	
ALTON GROUP, INC., ALTON BIO, LLC,	:	
RACHAEL PEREIRA and	:	
THE HOUSE OF MIAMI, LLC,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that on August 29, 2016, I electronically filed this AMENDED COMPLAINT, with the Clerk of Court using the CM/ECF System which will automatically send e-mail notification of such filing to the attorneys of record:

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/s/ Leanne C. Mehrman
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