

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO. 20 CVS _____

2020 AUG 25 P 1:45

WAKE CO. S.C.

STATE OF NORTH CAROLINA *ex rel.*
JOSHUA H. STEIN, Attorney General,

COMPLAINT

Plaintiff,

**MOTION FOR PRELIMINARY
INJUNCTION**

v.

STEPHEN GOULD CORP.,

Defendant.

INTRODUCTION

This is an action by plaintiff, State of North Carolina, on relation of Joshua H. Stein, Attorney General (“the State”), against Defendant Stephen Gould Corporation (“Defendant”), to enforce North Carolina’s laws against price gouging and unfair and deceptive trade practices, based on actions Defendant undertook during the state of emergency arising from the COVID-19 pandemic, declared by the Governor on March 10, 2020.

The State alleges that beginning on or about March 12, 2020 when the state’s health care and emergency assistance providers were bracing for the onslaught of the coronavirus, and when protective face masks were suddenly in high demand by healthcare facilities, Defendant (1) offered to sell protective face masks at unreasonably excessive prices to the Emergency Management Unit of the North Carolina Department of Public Safety, Duke Health, UNC Health, and the Charlotte chapter of the American Red Cross; and (2) while doing so made false representations to these entities about the extent of its price markup. Defendant’s false representations included that its markup was “slim” or only “3 percent,” when in reality its actual markup would have been more than 100 percent.

The State alleges that the Defendant violated North Carolina's prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38; and North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1. The State seeks preliminary and permanent injunctive relief against Defendant, together with civil penalties, attorneys' fees, and other relief.

PARTIES

1. The State of North Carolina, acting on the relation of its Attorney General, Joshua H. Stein, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. On information and belief, Defendant is a New Jersey corporation authorized to do business in North Carolina, and it does business in North Carolina at One Copely Parkway, Suite 106, Morrisville, North Carolina. At all times relevant to this action, Samuel Sweet and Oliver Block were authorized agents, employees, and representatives of Defendant.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15 because the acts or practices alleged herein are in or affecting commerce in North Carolina.

4. The Court has personal jurisdiction over defendant because its acts or practices alleged herein occurred in the State of North Carolina.

5. Venue is proper in Wake County pursuant to the Attorney General's selection under N.C. Gen. Stat. § 75-14.

FACTUAL ALLEGATIONS

The Governor Declares a State of Emergency, Triggering the Price Gouging Law.

6. On March 10, 2020, North Carolina Governor Roy Cooper declared a state of emergency because of the pandemic. The declaration, which covered the entire state, specifically

noted that North Carolina's price gouging statute, N.C. Gen. Stat. § 75-38, was triggered and in effect. (The Declaration is attached as **State's Exhibit 1**.) The State of Emergency was in effect at all times relevant to this Complaint.

During the State of Emergency Defendant Offers Face Masks to Care Providers in North Carolina at Excessive Prices.

7. Beginning in March 2020, Defendant offered protective masks to North Carolina healthcare providers, the State's Emergency Management Unit, and the Red Cross, at unreasonably inflated prices.

8. On or about March 12, 2020, Oliver Block, Defendant's authorized representative, sent an email to Durham-based Duke Health, offering to sell Duke Health "nearly 100k" SAS manufacturer, N95 face masks for \$8.50 each. (**State's Exhibit 2**, attached.) Samuel Sweet ("Sweet"), Defendant's authorized manager in charge of its Morrisville, North Carolina office, was cc'd on the email.

9. On or about March 13, 2020, Sweet sent another email to Duke Health offering to sell 7 million Halyard Fluid Shield N95 face masks for \$8.45 each, "FOB: Florida." (**State's Exhibit 3**, attached.) The notation "FOB: Florida" means that the buyer takes delivery at the seller's designated location in Florida, and the buyer pays the shipping cost and bears the risk of loss between the seller's location and the buyer's destination. As a result, the overall price quoted to Duke Health was greater than \$8.45 per mask because Duke Health would have also been responsible for paying the cost of shipping 7 million masks. All further references to "FOB" in this Complaint likewise mean that that buyer takes delivery at the location specified in the FOB notation, pays the shipping cost, and bears the risk of loss between the seller's location and buyer's destination.

10. On or about March 15, 2020, Sweet sent an email Duke Health offering to sell 7 million Halyard Fluid Shield N95 face masks for \$7.50 each. (**State's Exhibit 4**, attached.) The email further noted that the masks were located in South Carolina and “[a]ll shipments have to be arranged by the end buyer,” which, upon information and belief, means that the buyer would bear the shipping cost and the risk of loss between the South Carolina location and the buyer’s destination.

11. Also on or about March 15, 2020, Sweet sent an email to Duke Health offering to sell 7 million Halyard Fluid Shield N95 face masks for \$8.30 each, “negotiated down from \$8.45,” FOB Florida. (**State's Exhibit 5**, attached.) On information and belief, Defendant’s representation that it had “negotiated down” the price of the face masks in the preceding paragraph from \$8.45 to \$8.30 was false or misleading.

12. In that same email, Sweet also proposed an “Option B” consisting of Defendant offering to sell to Duke Health 3 million 3M model 9010 masks for \$8.75 each, 3 million 3M model 8210 masks for \$8.75 each, and 3 million 3M model 1860 masks for \$8.75 each, all “FOB: California.”

13. Also on or about March 15, 2020, Sweet sent an email to Duke Health, with an attached quote, offering to sell to Duke Health System 1 million Halyard Fluid Shield N95 face masks for \$8.90 each, “FOB: SouthEast[sic] United States.” (**State's Exhibit 6**, attached.)

14. During this time period, Defendant engaged in similar tactics with Chapel Hill based UNC Health, the State’s Emergency Management Unit, and the American Red Cross.

15. On or about March 13, 2020, Sweet emailed UNC Health the attached quote offering to sell it 7 million Halyard Fluid Shield N95 face masks for \$8.45 each, FOB Florida. (**State's Exhibit 7**, attached.)

16. On or about March 15, 2020, Sweet emailed North Carolina Emergency Management (a unit of the North Carolina Department of Public Safety) the attached quote offering to sell it 2.5 million 3M model 1860 masks, for \$8.25 each, “FOB: U.S.” with the buyer “Responsible for Freight of Goods.” (**State’s Exhibit 8**, attached.)

17. Also on or about March 13, 2020, Sweet sent an email to a Charlotte, North Carolina-based chapter of the American Red Cross, with an attached offer to sell it 7 million Halyard Fluid Shield N95 face masks for \$8.45 each, FOB Florida. (**State’s Exhibit 9**, attached)

The Market Prices for the Masks Defendant Offered Were Much Lower than What Defendant Attempted to Charge.

18. Upon information and belief, at or about the times Defendant solicited Duke Health, UNC Health, and Red Cross, the market price of the same type of Halyard masks was approximately 55 cents (\$0.55) per mask – or less – through normal, manufacturer-authorized supply chain channels.

19. Upon information and belief, the market price of the 3M model 8210 face masks referred to in paragraphs 12 and 16 was in the range of approximately \$1.02 to 1.31 – or less – through normal, manufacturer-authorized distribution channels; and the market price of the 3M model 1860 face masks referred to in paragraphs 12 and 16, was \$1.27 or less each, through normal, manufacturer-authorized distribution channels. (**State’s Exhibit 10**, attached.)

20. Notwithstanding these market prices during the relevant time period, Defendant was working with suppliers that were offering masks to Defendant at prices that were already well above market prices. Defendant did so with the plan and intent of adding an unreasonably excessive markup on top of already inflated prices, resulting in an even higher price to the ultimate buyer. As reflected in an internal email from Sweet to Justin Golden, Defendant’s president, agreed to pay its supplier \$4.15 per mask for the face masks referred to in paragraphs 9, 11, 15 and 17.

(State's Exhibit 11, attached.) As reflected in another internal email, from Leo J. Zweig, who worked in Defendant's supply chain and operations, to Sweet, Defendant agreed to pay its supplier \$5.65 each for the "Option B" masks referred to in paragraph 12 above. (State's Exhibit 12, attached.) Defendant then attempted to sell these masks in North Carolina at prices ranging from \$7.50 to \$8.90. On information and belief, Defendant's cost of the other face masks identified in the preceding paragraphs would also have been far less than Defendant's represented quotes to third parties.

When Questioned, Defendant Misrepresented the Extent of its Markup.

21. When Duke Health questioned the amount of Defendant's margin on the prices it quoted, in light of the very high prices Defendant sought for the face masks, Sweet responded, "[O]ur markup is 3%." (State's Exhibit 13, attached.) On information and belief, Defendant's representation to Duke Health, that its markup on the price-quoted face masks was 3%, was false. In fact, Defendant's markup was in excess of 100%.

22. Likewise, when the Charlotte chapter of the American Red Cross declined Defendant's offer because Defendant's price is "way out of line," Sweet responded "[o]ur markup is very slim and our soul [sic] purpose here it [sic] to try and help procure these medical supplied [sic] for Hospitals and gov'ts that need them the most." (State's Exhibit 14, attached.) On information and belief, Defendant's representation to Red Cross that its markup was "very slim" was false.

Defendant's Actions Violated the Law.

23. Defendant's unreasonably inflated markups were the product of Defendant's opportunism during a declared emergency, not the result of increased supplier costs, fluctuating markets or increased business risk. Defendant has represented to the State that it did not make any

sales of face masks from January 1 through March 10, 2020 (the date that the Governor's pandemic-related declaration triggered the price gouging law). Defendant was not normally in the business of selling face masks to North Carolina entities, did not sell any masks to North Carolina entities in the months just prior to the pandemic, and used the pandemic as an opportunity to attempt to sell masks to North Carolina entities at unreasonably high prices.

24. To protect the public, North Carolina's price gouging law prohibits offers to sell essential goods that are unreasonably excessive, in addition to prohibiting consummated sales. Whether or not Defendant consummated sales within North Carolina, its offers to sell face masks at unreasonably high prices during a declared emergency – and its misrepresentations about its markup – violate the law.

Defendant Withheld Key Documents from the State During the Course of the State's Investigation.

25. During the State's investigation of this matter, the State issued a Civil Investigative Demand pursuant to N.C. Gen. Stat. §§ 75-9 and 75-10 requiring Defendant to produce all of Defendant's records of offers to sell face masks in North Carolina from March 10, 2020 to the date of Defendant's response on April 23, 2020 (**State's Exhibit 15**, attached, at para. 1). In response, defendant failed to produce defendant's written offers to UNC Health, North Carolina Emergency Management, and the Charlotte chapter of the American Red Cross, *i.e.*, the documents attached as **State's Exhibits 7, 8, and 9**. After repeated follow-up by the State regarding the deficiencies of Defendant's response, Defendant eventually belatedly produced its March 13, 2020 written offer to the Charlotte chapter of the American Red Cross. (**State's Exhibit 9**.) However, Defendant never produced its March 13, 2020 written offer to UNC Health (**State's Exhibit 7**); the State obtained that directly from UNC Health. Nor did Defendant ever produce its March 15, 2020 written offer to North Carolina Emergency Management (**State's Exhibit 8**); the State obtained

that document directly from North Carolina Emergency Management. In short, during the course of the State's investigation, Defendant withheld highly relevant information that it was required to produce to the State pursuant to law and the State's Civil Investigative Demand.

CLAIMS FOR RELIEF

CLAIM I

PRICE GOUGING

N.C. GEN. STAT. §§ 75-38 and 75-1.1

26. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs and alleges that each of Defendant's aforesaid acts, practices, representations and omissions violate N.C. Gen. Stat. §§ 75-38 and 75-1.1.

27. North Carolina's prohibition on price gouging provides:

Upon a triggering event, it is prohibited and shall be a violation of G.S. 75-1.1 for any person to sell or rent or offer to sell or rent any goods or services which are consumed or used as a direct result of an emergency or which are consumed or used to preserve, protect, or sustain life, health, safety, or economic well-being of persons or their property with the knowledge and intent to charge a price that is unreasonably excessive under the circumstances.

28. Defendant's offer to sell to Duke Health nearly 100,000 SAS N95 face masks for \$8.50 each, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

29. Defendant's offer to sell to Duke Health 7 million Halyard Fluidshield brand N95 face masks for \$8.45 each, FOB Florida, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

30. Defendant's offer to sell to Duke Health 7 million Halyard Fluidshield brand N95 face masks for \$7.50 each, from South Carolina, was done with the knowledge and intent to charge

an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

31. Defendant's offer to sell to Duke Health 7 million Halyard Fluidshield brand N95 face masks for \$8.30 each, FOB Florida, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

32. Defendant's offer to sell to Duke Health 3 million 3M model 9010 masks for \$8.75 each, FOB California, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

33. Defendant's offer to sell to Duke Health 3 million 3M model 8210 also for \$8.75 each, FOB California, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

34. Defendant's offer to sell to Duke Health 3 million 3M model 1860 for \$8.75 each, FOB California, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

35. Defendant's offer to sell to Duke Health 1 million Halyard Fluidshield brand N95 face masks for \$8.90 each, FOB Southeast United States, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

36. Defendant's offer to sell to UNC Health 7 million Halyard Fluidshield brand N95 face masks for \$8.45 each, FOB Florida, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

37. Defendant's offer to sell to North Carolina Emergency Management 2.5 million 3M model 1860 masks, for \$8.25 each, FOB United States, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

38. Defendant's offer to sell to Red Cross 7 million Halyard Fluidshield brand N95 face masks for \$8.45 each, FOB Florida, was done with the knowledge and intent to charge an unreasonably excessive price for goods consumed or used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

39. The State further alleges that any similar unreasonably high priced offers defendant made to North Carolina entities during the relevant time period also violate N.C. Gen. Stat. §§ 75-38 and 75-1.1. In light of defendant's failure to provide the State with full and complete responses during the course of the State's investigation, there may be other violations of the law of which the State is not currently aware.

CLAIM II
UNFAIR AND DECEPTIVE TRADE PRACTICES
N.C. GEN. STAT. § 75-1.1

40. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs and alleges that each of Defendant's aforesaid acts, practices, representations and omissions violate N.C. Gen. Stat. § 75-1.1.

41. Defendant's representation to Duke Health that its markup is only 3 percent, when its markup inherent in the quotes it provided to Duke Health far exceeded that amount, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

42. Defendant's false or misleading representation to Duke Health System that it had "negotiated down" the price of face masks from \$8.45 to 8.30 each, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

43. Defendant's representations to the Charlotte chapter of the American Red Cross that its markup is slim and that its sole purpose was to help non-profits and governments in need, when its markup inherent in the quotes was excessive and Defendant's motive was financial opportunism, each constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

44. The State further alleges that any similar misrepresentations Defendant made to North Carolina entities during the relevant time period also violate N.C. Gen. Stat. § 75-1.1. In light of Defendant's failure to provide the State with full and complete responses during the course of the State's investigation, there may be other violations of the law of which the State is not currently aware.

REQUEST FOR PRELIMINARY INJUNCTION UNDER N.C. GEN. STAT. § 75-14

45. In light of the evidence that Defendant engaged in price gouging, unfair and deceptive practices as set forth in this complaint and the attached affidavits, the State requests that, after hearing on due notice, Defendant, and persons acting under its direction or control or with its approval, be preliminarily enjoined, as set forth in detail in paragraph 47 of this Complaint,

46. Unless Defendant is restrained and enjoined, it will continue to irreparably harm the State by violating North Carolina law, to the detriment of the State and its citizens.

PRAYER FOR RELIEF

WHEREFORE, THE STATE PRAYS THE COURT for the following relief:

47. That, after hearing on due notice, Defendant, together with its agents, employees, representatives, subcontractors, successors and assigns, and any persons acting in concert with them, be preliminarily enjoined, under N.C. Gen. Stat. § 75-14, from:

- i. Offering to sell, charging or receiving payment for goods or services used as a direct result of an emergency with the knowledge and intent that the price is an unreasonably excessive price under the circumstances, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1;
- ii. Making any unfair, deceptive or misleading representation about the price at which it offers, has offered, or sells or sold goods or services. “Price” as used herein includes but is not limited to price related terms such as Defendant’s markup or margin, or whether the represented price is a reduction or concession Defendant has obtained from a third person; and
- iii. Destroying, removing, transferring, erasing, or otherwise disposing of any business or financial records relating to Defendant’s business, including but not limited to any business or financial records relating to monies obtained from any North Carolina consumer on or after March 10, 2020.

48. That upon final adjudication of this cause, the terms of paragraphs 47 (i) and (ii), of the Preliminary Injunction continue in the form of a Permanent Injunction, pursuant to N.C. Gen. Stat. § 75-14;

49. That the Defendant be ordered to pay civil penalties of \$5,000.00 for each violation of North Carolina's laws against price gouging and unfair and deceptive trade practices, pursuant to N.C. Gen. Stat. §§ 75.1.1, 75-15.2, and 75-38;

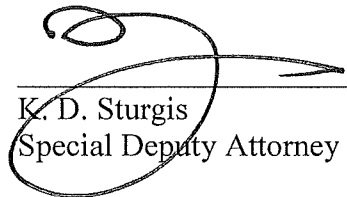
50. That Defendant be ordered to reimburse the State for attorneys' fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

51. That the costs of this action be taxed to Defendant; and

52. That the State be granted such other and further relief as to the Court seems just and appropriate.

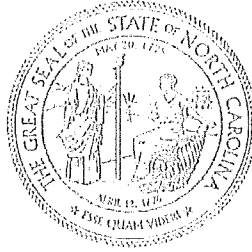
This the 25th day of August, 2020.

JOSHUA H. STEIN
ATTORNEY GENERAL



K. D. Sturgis
Special Deputy Attorney General

North Carolina Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602
Telephone: (919) 716 6000
Facsimile: (919) 716 6050
State Bar No. 9486
ksturgis@ncdoj.gov



State of North Carolina

ROY COOPER
GOVERNOR

MARCH 10, 2020

EXECUTIVE ORDER NO. 116

**DECLARATION OF A STATE OF EMERGENCY TO COORDINATE RESPONSE
AND PROTECTIVE ACTIONS TO PREVENT THE SPREAD OF COVID-19**

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person; and

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has warned of the high public health threat posed by COVID-19 globally and in the United States and has deemed it necessary to prohibit or restrict travel to areas designated by the CDC; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 319 of the Public Health Service Act; and

WHEREAS, the North Carolina Department of Health and Human Services ("NCDHHS") confirmed multiple cases of COVID-19 in North Carolina as of March 10, 2020; and

WHEREAS, NCDHHS has organized a Public Health Incident Management Team to manage the public health impacts of COVID-19 in this state; and

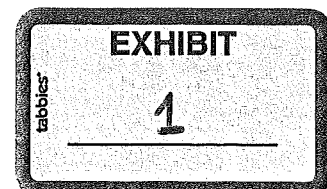
WHEREAS, health insurance companies have begun to waive the costs for COVID-19 testing and are encouraged to continue to ensure ease of access to health care for diagnostics and treatment without regard to the issue of cost or a patient's ability to pay; and

WHEREAS, first responders and health care professionals remain integral to ensuring the state is best situated to respond to and mitigate the threat posed by COVID-19 and such first responders and health care professionals should have the availability of all necessary personal protective equipment and continue to follow all necessary response protocols; and

WHEREAS, N.C. Gen. Stat. §§ 166A-19.10 and 166A-19.20 authorize the undersigned to declare a state of emergency and exercise the powers and duties set forth therein to direct and aid in response to, recovery from, and mitigation against emergencies; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(3), the undersigned, with the concurrence of the Council of State, may regulate and control the flow of vehicular traffic and the congregation of persons in public places or buildings; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(4), the undersigned, with the concurrence of the Council of State, may waive a provision of any regulation or ordinance of a state agency which restricts the immediate relief of human suffering; and



WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(5), the undersigned, with the concurrence of the Council of State, may perform and exercise other such functions, powers and duties as are necessary to promote and secure the safety and protection of the civilian population; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(7), the undersigned has authority to requisition state property and state resources to utilize state services, equipment, supplies and facilities in response to a state of emergency; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.70, the undersigned may declare that the health, safety, or economic well-being of persons or property requires that the maximum hours of service for drivers prescribed by N.C. Gen. Stat. § 20-381 and similar rules should be waived for essentials, as defined in N.C. Gen. Stat. § 166A-19.70(f)(3), for assisting in the restoration of utility services; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.70(g), upon the recommendation of the North Carolina Commissioner of Agriculture and the existence of an imminent threat of severe economic loss of livestock, poultry or crops ready to be harvested, the Governor shall direct the North Carolina Department of Public Safety (“DPS”) to temporarily suspend weighing vehicles used to transport livestock, poultry or crops to include timber ready to be harvested; and

WHEREAS, 49 C.F.R. § 390.23 allows the governor of a state to suspend the rules and regulations under 49 C.F.R. §§ 390-399 for up to thirty (30) days if the governor determines that an emergency condition exists; and

WHEREAS, the undersigned, in consultation with the Secretary of NCDHHS, has determined it is necessary and appropriate to act to ensure that COVID-19 remains controlled and that residents and visitors in North Carolina remain safe and secure; and

WHEREAS, the undersigned has sought and obtained concurrence from the Council of State consistent with the Governor’s emergency powers authority in N.C. Gen. Stat. § 166A-19.30.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED:**

Section 1. State of Emergency

I hereby declare a State of Emergency, as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(19) for the State of North Carolina based on the public health emergency posed by COVID-19.

The emergency area, as defined in N.C. Gen. Stat. §§ 166A-19.3(7) and 166A-19.20(b) is the State of North Carolina (the “Emergency Area”).

Section 2. Application

All state and local government entities and agencies are ordered to cooperate in the implementation of the provisions of this declaration and the provisions of the North Carolina Emergency Operations Plan (the “Plan”).

Section 3. Delegation of Authority

I delegate to Erik A. Hooks, the Secretary of the North Carolina Department of Public Safety (“DPS”), or his designee, the power and authority granted to and required of me by Article 1A of Chapter 166A of the North Carolina General Statutes for the purpose of implementing the Plan and deploying the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

Secretary Hooks, or his designee, shall implement the Plan in coordination with the Secretary of the Department of Health and Human Services, Dr. Mandy Cohen, and the State Health Director, Dr. Elizabeth Tilson.

Section 4. Exercise of Powers

Further, Secretary Hooks, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. §§ 143B-602 and 166A-19.11.

Section 5. Maximum Hours of Service

In order to ensure adequacy and location of supplies and resources to respond to COVID-19, DPS, in conjunction with the North Carolina Department of Transportation ("DOT"), shall waive the maximum hours of service for drivers prescribed by DPS pursuant to N.C. Gen. Stat. § 20-381, if the driver is transporting medical supplies and other equipment in support of the Plan or other efforts to address the public health threat posed by COVID-19, through the duration of the State of Emergency or until further notice.

Section 6. Height and Weight Restrictions

DPS, in conjunction with DOT, shall waive certain size and weight restrictions and penalties arising under N.C. Gen. Stat. §§ 20-116, 20-118, and 20-119, certain registration requirements and penalties arising under N.C. Gen. Stat. §§ 105-449.45, 105-449.47, and 105-449.49 for vehicles throughout the Emergency Area involved in transporting medical supplies and other equipment in support of the Plan or other efforts to address the public health threat posed by COVID-19. Furthermore, pursuant to N.C. Gen. Stat. § 20-118.1, DPS shall temporarily suspend weighing vehicles throughout the Emergency Area used to transport medical supplies and other equipment in support of the Plan or other efforts to address the public health threat posed by COVID-19. Furthermore, pursuant to N.C. Gen. Stat. § 20-118.1, DPS shall temporarily suspend weighing vehicles used to transport livestock, poultry, or crops to include timber ready to be harvested and feed to livestock and poultry in the Emergency Area.

Section 7. Unwaived Size and Weight Restrictions

- I. Notwithstanding the waivers set forth above in Section 6, size and weight restrictions and penalties have not been waived under the following conditions:
 - a. When the vehicle weight exceeds the maximum gross weight criteria established by the manufacturer (GVWR) or 90,000 pounds gross weight, whichever is less.
 - b. When the tandem axle weight exceeds 42,000 pounds and the single axle weight exceeds 22,000 pounds.
 - c. When a vehicle and vehicle combination exceed twelve (12) feet in width and the total overall vehicle combination's length exceeds seventy-five (75) feet from bumper to bumper.
 - d. Vehicles and vehicle combinations subject to exemptions or permits by authority of this Executive Order shall not be exempt from the requirement of having (i) a yellow banner on the front and rear that is seven (7) feet long and eighteen (18) inches wide and bears the legend "Oversized Load" in ten (10) inch black letters, 1.5 inches wide and (ii) red flags measuring eighteen (18) inches square on all sides at the widest point of the load. When operating between sunset and sunrise, a certified escort shall be required for loads exceeding eight (8) feet 6 inches in width.
- II. Vehicles subject to this Executive Order shall adhere to the following conditions:
 - a. The size and weight exemption for vehicles will be allowed on all DOT designated routes, except those routes designated as light traffic roads under N.C. Gen. Stat. § 20-118. This Order shall not be in effect on bridges posted pursuant to N.C. Gen. Stat. § 136-72.
 - b. The waiver of regulations under Title 49 of the Code of Federal Regulations ("Federal Motor Carrier Safety Regulations") does not apply to the Commercial Drivers' License and Insurance Requirements. This waiver shall be in effect for thirty (30) days or the duration of the emergency, whichever is less.
 - c. Upon request by law enforcement officers, exempted vehicles must produce documentation sufficient to establish that their loads are limited to medical supplies and other equipment to be used in support of the Plan or other efforts to address the public health threat posed by COVID-19.
- III. The North Carolina State Highway Patrol shall enforce the conditions set forth in Sections 5 through 8 of this Executive Order in a manner that does not endanger North Carolina motorists.

Section 8. Additional Transportation Waivers

Vehicles subject to this Executive Order shall be exempt from the following registration requirements:

- a. The requirement to obtain a temporary trip permit and pay the associated \$50.00 fee listed in N.C. Gen. Stat. § 105-449.49.
- b. The requirement of filing a quarterly fuel tax return as the exemption in N.C. Gen. Stat. § 105-449.45(b)(1) applies.
- c. The registration requirements under N.C. Gen. Stat. § 20-382.1 concerning intrastate for hire authority and N.C. Gen. Stat. § 20-382 concerning interstate for-hire authority; however, vehicles shall maintain insurance as required as required by law.
- d. Non-participants in North Carolina's International Registration Plan and International Fuel Tax Agreement will be permitted to enter North Carolina in accordance with the exemptions identified by this Executive Order.

Section 9. Consumer Protection

Pursuant to N.C. Gen. Stat. § 166A-19.23, this declaration triggers the prohibition against excessive pricing as provided in N.C. Gen. Stat. §§ 75-37 and 75-38.

I further hereby encourage the North Carolina Attorney General to use all resources available to monitor reports of abusive trade practices towards consumers and make readily available opportunities to report price gouging as well as unfair and deceptive trade practice under Chapter 75 of the North Carolina General Statutes to the public.

Section 10. Task Force

I hereby memorialize the establishment of the Governor's Novel Coronavirus Task Force on COVID-19 ("Task Force"). The Director of Emergency Management and the State Health Director shall continue to serve as co-chairs of the Task Force. The Task Force shall continue to work with state, local, and federal partners in responding to challenges posed by COVID-19.

Section 11. State Employee Policy Guidance

- a. I hereby authorize hiring of temporary employees and contractors to support NCDHHS and local health departments in responding to the threats posed by COVID-19.
- b. I hereby authorize the State Health Director to monitor areas of concentration of COVID-19 and make recommendations regarding travel restrictions for travel of state employees conducting state business. Agencies shall have the authority to cancel, restrict or postpone travel of state employees as needed to protect the wellbeing of others. Agencies are urged to cancel travel to restricted areas (as defined by the Division of Public Health of NCDHHS and the CDC). Exceptions to travel restrictions may be needed based on the unique circumstances or job duties of state employees.

Section 12. Public Health Surveillance and Control Measures

Notwithstanding the public health authorities in place under Chapter 130A of the North Carolina General Statutes, I hereby order the State Health Director to work with local health directors to implement public health surveillance and control measures where appropriate for individuals who have been diagnosed with or are at risk of contracting COVID-19 in order to control or mitigate spread of the disease. I hereby order the State Health Director to utilize all authorities under N.C. Gen. Stat. Chapter 130A to obtain information and records necessary to prevent, control, or investigate COVID-19.

Section 13. Laboratory Testing

I hereby order the State Health Director to work with the State Laboratory of Public Health to maximize the availability of laboratory testing for COVID-19.

I further encourage private laboratories and universities to take all reasonable steps to expand COVID-19 testing capacity.

Section 14. Right of Entry and Disinfection for Local Health Departments and NCDHHS Secretary

With the concurrence of the Council of State and notwithstanding the public health authorities in place under Chapter 130A of the North Carolina General Statutes, I hereby grant local health departments, the Secretary of NCDHHS, and Division of Public Health employees serving the Secretary of NCDHHS' agents, and on her direction, a right of entry into public places for the purposes of assisting with or investigating potential COVID-19 cases or exposure and requiring cleaning and disinfecting measures to help control transmission of COVID-19.

Section 15. Cleaning of Regulated Facilities

With the concurrence of the Council of State, I hereby waive restrictions related to the type of product or chemical concentration used to control COVID-19 at facilities whose sanitation is regulated by NCDHHS, if conducted and handled in a safe manner and approved by the local health department in consultation with the Division of Public Health of NCDHHS. The State Health Director may issue additional orders or regulations consistent with the state's Public Health Law to regulate the sanitation of public facilities regulated by NCDHHS or local health departments.

Section 16. Out of State Health Care Licensure and Additional Testing Resources

With the concurrence of the Council of State, I hereby temporarily waive North Carolina licensure requirements for health care and behavioral health care personnel who are licensed in another state, territory, or the District of Columbia to provide health care services within the Emergency Area.

With the concurrence of the Council of State, and in the interest of alleviating immediate human suffering, nothing in Subchapters 32B, 32M, or 32S of Article 21 of the North Carolina Administrative Code shall be interpreted to prevent physicians, nurse practitioners, and physician assistants from issuing a standing order for qualified agents or employees who are working under the direct supervision of a physician, physician assistant or nurse practitioner to collect throat or nasopharyngeal swab specimens from individuals suspected of suffering from a COVID-19 infection, for purposes of testing.

Section 17. Federal Support

I further direct Secretary Hooks, or his designee, to seek assistance from any and all agencies of the United States Government as may be needed to address the emergency and seek reimbursement for costs incurred by the state in responding to this emergency.

Section 18. Local County Public Health Aid Funding Formula

With the concurrence of the Council of State, I hereby grant the Secretary of NCDHHS, or her designee, the authority to waive the formula requirements of 15A NCAC 18A .2901 and adjust aid-to-county funding, if a local health department's resources are diverted in response to COVID-19.

Section 19. Access to State Funds

I hereby order access to the State Emergency Response and Disaster Relief Fund to the extent necessary to cover costs associated with responding to this State of Emergency as provided in N.C. Gen. Stat. § 166A-19.42, including but not limited to the substance of this Executive Order.

Section 20. Purchase and Contract Regulation Waivers

With the concurrence of the Council of State, I hereby temporarily waive Sections .0301 through .0317 of Chapter 5B in Title 1 in the North Carolina Administrative Code to the extent necessary to permit NCDHHS, DPS, and local governmental entities to enter into contracts to secure resources and equipment needed to respond to COVID-19.

In addition to the provisions in Section 11, I further order all components of state government to expedite and prioritize the leasing of real property, including but not limited to, laboratories and health care facilities in order to provide the state with the resources needed to address COVID-19.

Section 21. Cost Sharing Reduction

Pursuant to N.C. Gen. Stat. § 166A-19.30(a)(1), I hereby direct NCDHHS and the North Carolina Department of Insurance to immediately work with health insurance plans operating in the state to identify any burdens for testing for COVID-19 as well as access to prescription drugs and telehealth services, as needed, in order to reduce cost-sharing (including, but not limited to, co-pays, deductibles, or coinsurance) to zero for all medically necessary screening and testing for COVID-19.

Section 22. Clinical Coverage Policy

With the concurrence of the Council of State, and in order to provide the immediate relief of human suffering, I hereby temporarily waive the regulatory requirements and suspend the enforcement of the statutory requirements under N.C. Gen. Stat. § 108A-54.2 for modifications of Medicaid Clinical Coverage Policy.

I order the NCDHHS, Division of Health Benefits to create coverage policies necessary for Medicaid and Health Choice Beneficiaries to receive medically necessary services for testing and treatment of COVID-19 and to create coverage policies or modify existing policies that will allow beneficiaries to continue to receive necessary services without disruption during the State of Emergency.

Section 23. Inapplicability of Section 166A-19.30(c)

This Executive Order does not prohibit or restrict lawfully possessed firearms or ammunition or impose any limitation on the consumption, transportation, sale or purchase of alcoholic beverages as provided in N.C. Gen. Stat. § 166A-19.30(c).

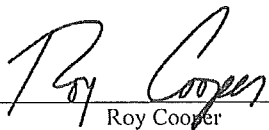
Section 24. Distribution

I hereby order that this Executive Order be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of DPS, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the State of Emergency would prevent or impede such filing; and (3) distributed to others as necessary to ensure proper implementation of this Executive Order.

Section 25. Effective Date


This Executive Order is effective immediately and shall remain in effect until rescinded.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 10th day of March in the year of our Lord two thousand and twenty.



Roy Cooper
Governor

ATTEST:



Elaine F. Marshall
Secretary of State



From: Oliver L. Block <olblock@stephengould.com>
Sent: Thursday, March 12, 2020, 1:45 PM
To: Brooke Berson; Robin Butler
Cc: Samuel F Sweet
Subject: Re: [EXT] Re: Surgical masks and hand sanitizer

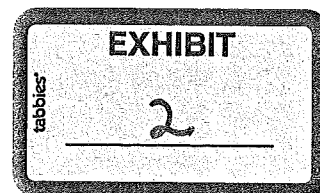
Hi Brooke and Robin,

Apologies for the delay we've been getting a very high number of calls and emails in regards to everything that is going on. I have copied in my manager here. Currently we have close to 100k of n95 masks manufacturer SAS, model 8617A for \$8.50/ea delivered to East Coast. We also have our Mexico office securing inventory of 3-ply surgical masks. Inventory is moving in and out quickly though so its hard to tell what will be available tomorrow versus next week etc... We're also in negotiations to procure manufacturing time for consistent supply. Is there something specific that you all are currently in need of or planning for?

thank you!

Oliver Block
Account Manager

T [+1 919 623 9463](tel:+19196239463)
F [+1 919 313 1370](tel:+19193131370)
[One Copley Parkway | Suite 106 | Morrisville NC 27560](http://OneCopleyParkway|Suite106|MorrisvilleNC27560)
stephengould.com



From: Samuel F Sweet <sfsweet@stephengould.com>
Sent: Friday, March 13, 2020 2:22 PM
To: Robin Butler <robin.butler@duke.edu>
Cc: Oliver L. Block <olblock@stephengould.com>; Sherri V. Clay <svclay@stephengould.com>
Subject: Re: [EXT] Re: Surgical masks and hand sanitizer

Hi Robin,

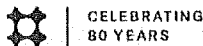
SG-NC-00083

Please see our W-9 attached, apologies if I did not send this to you yesterday. Also attached is a quote for 7million N95 Masks that we have available in Florida. We are personally auditing the inventory tomorrow. Due to the sheer size of this transaction and the nature of the business environment right now I'm waiting on an answer from my Corporations ownership and Accounting department on the Terms of the transaction. With your PO we will reserve this inventory for you as we had interest from you first before the other parties I mentioned on our phone call.

Here is a link to the model: <https://products.halyardhealth.com/infection-prevention/facial-respiratory-protection/masks-respirators/fluidshield-n95-particulate-filter-respirator-and-surgical-mask.html>

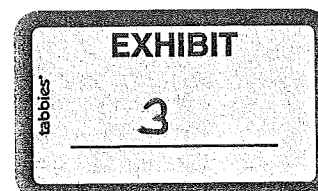
I will be verifying the the lot code / exp dates shortly and we will share with you as soon as we have them.

Thank you,

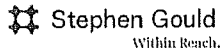


Sam Sweet

Research Triangle Manager - Global PM
E sfsweet@stephengould.com
C +1 804 305 4281
One Copley Parkway, #106, Morrisville, NC 27560
www.stephengould.com



Quote: 20200313 SGMS-CR



Date	March 13, 2020
Valid Until	Immediate
Quote #	20200313 SGMS-CR
Customer	DUKE University Health System, Inc.

Customer
DUKE University Health System, Inc.

Quote/Project Description
FLUIDSHIELD* Ported N95 Particulate Filter Respirator and Surgical Mask

ITEM	Description	QTY	COST
FLUIDSHIELD MS	See Below	7,000,000	\$8.45/ea.

Specs	
Brand	FLUIDSHIELD*
UNSPSC Classification	42131606
Sterile	No
Color	
Type	Respirator
Level of Protection	Level 3

Name	FLUIDSHIELD* Ported N95 Particulate Filter Respirator and Surgical Mask
Type	Respirator
FLUIDSHIELD*	Yes
SO SOFT* Lining	Yes
NIOSH	Yes
Fog Resistance	N/A
Fluid Resistant	Yes
ASTM Level of Protection	3
BFE (3)	≥ 99%
SPLASH RESISTANCE (80,120,160)	160
PFE (.1)	≥ 99%
Items Per Box	35
Boxes Per Case	6
Items Per Case	210

Special Notes and Instructions	
Terms: TBD upon credit review by Corp. Office	
FOB: Florida	
Sample Lead Time: NA	
Production Lead Time: NA	
Orders/Orders: Exact Qty Available	
Sales Tax: Not included in this Quote but is void with state Re-Sale Certificate	
Quote Valid Until:	Immediate

Above information is not an invoice and only an estimate of services/goods described above based on immediate acceptance.

Pricing is subject to change without notice in accordance with Terms outlined below.

All orders taken are subject to the acceptance of Stephen Gould's Corporate Office. Delays in approving proof orders/samples shall extend the date of delivery. Orders are not subject to cancellation. Execution of all orders is contingent upon fire, strikes, delays of carriers and all other causes beyond our control. In the event that our costs are increased by reason of labor or tax action by any authority, the amount of such increases will be added to the prices current at time of shipment.

Please confirm your acceptance of this quote by signing this document.

Signature

Print Name

Date

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Sam Sweet at 804-305-4281

1 Copley Parkway, Suite 106, Morrisville, NC, 27560
 Tel: 919-547-3700 Fax: E-mail: sfsweet@stephengould.com Web: www.stephengould.com
 Manufacturing Excellence Since 1939
 Page 1

SG-NC-00072

TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products and services (collectively, "Products") to each customer ("Customer") by Stephen Gould Corporation ("Stephen Gould"). These Terms and Conditions take precedence over any and all other conflicting terms and conditions in any other agreement between Customer and Stephen Gould and notice of objection to such conflicting terms is hereby given. Customer's issuance of a purchase order ("PO") for Products shall constitute acceptance of these terms and conditions.

ORDERS. All POs placed by a Customer must be in writing and are subject to acceptance by Stephen Gould. The PO shall state: (i) the specifications (the "Specifications"); (ii) purchase price; and (iii) time and date of delivery, of the Products. No alteration or variation of a PO shall apply unless agreed in writing by both Customer and Stephen Gould. provided, however, Stephen Gould reserves the right to effect minor modifications to Products before delivery, provided that the performance of the Product is not adversely affected and that neither the price nor the delivery date for the Products is affected.

PRICES. The purchase price for the Products are those prices specified in the PO. The purchase price for undelivered Products may be increased in the event of an increase in the cost of: (i) raw materials; (ii) labor; and (iii) government charges (including, without limitation, taxes, tariffs and duties). Purchase price quotations shall automatically expire in 30 days from the date issued or as otherwise stated in the quotation.

PAYMENT. Payment shall be made in full without setoff, counter-claim or withholding of any kind, payable in U.S. Dollars, within 30 days of the date of invoice, unless otherwise specified in the PO. Products will be invoiced at any time after their readiness for dispatch has been notified to Customer.

DELIVERY. Title and risk of loss to the Products shall pass to Customer upon delivery of the Product to the carrier. The delivery dates and times specified in the POs are estimates only and the failure to meet an indicated delivery date or time for causes beyond Stephen Gould's reasonable control will not constitute a breach of Stephen Gould's obligations hereunder. In no event shall Stephen Gould be liable for any claims for labor or for any special, indirect, incidental or consequential damages as the result of a delay in delivery arising from matters beyond Stephen Gould's reasonable control.

QUALITY. Stephen Gould warrants that the Products will conform to the Specifications at the time of delivery to the Customer; provided, however, unless otherwise specified, Stephen Gould commits to supplying AQLs at industry accepted levels, which is 2% or 20,000 PPM in 2017. This may change over time as industry performance improves. Higher AQLs may be available which may affect the quoted unit price and require collaboration with Customer. Quantities will be delivered within +/- 10% variance. Shipping exact quantities will cost an additional 10% of the purchase price.

INSPECTION. All Products will be subject to Customer's inspection and rejection or acceptance. Products not rejected within 30 days of delivery shall be deemed to be accepted by Customer. Customer may reject any Product that does not meet the Specifications, subject to Stephen Gould's review. Upon rejection, Customer shall promptly return the defective Product to Stephen Gould at Stephen Gould's expense. At Stephen Gould's option, Stephen Gould shall either replace or rework the defective Product, within the normal lead time for the Product, or refund the purchase price to Customer. Stephen Gould shall have no other liability relating to the Products.

INTELLECTUAL PROPERTY. Stephen Gould owns all Intellectual property rights relating to or incorporated in the Products, subject to Customer's right to use the Product after title to the Product has transferred to Customer.

NON-DISCLOSURE AGREEMENT. Customer and Stephen Gould shall not disclose or use any trade secrets or other confidential or proprietary information, of the other party or its customers or suppliers except as is reasonably necessary to fulfill the PO and these terms and conditions.

FORCE MAJEURE. Stephen Gould is not liable for failure to fulfill its obligations under any PO due to acts of God, riot, war or strike, changes in law or government priorities, material shortages, natural disasters, fires, strikes, floods, acts of terrorism, delay by carriers, inability to obtain parts or labor from regular sources.

LIMITATION OF LIABILITY. Stephen Gould shall not be liable for: (i) injuries or damages arising out of Customer's negligence or misconduct; (ii) claims arising from damage to Products occurring subsequent to delivery of products or services to Customer; (iii) loss of profits, revenue, promotional or manufacturing expenses, overheads, business interruption cost, injury to reputation, punitive damages, special, incidental or consequential damages of any nature. In all events Customer's recovery from Stephen Gould for any claim shall not exceed the Purchase Price paid by Customer for the affected Products, irrespective of the nature of the claim and whether in contract, tort, warranty or otherwise.

DISPUTE RESOLUTION. Disputes between Stephen Gould and Customer regarding these Terms and Conditions or a PO shall be resolved by mediation pursuant to the Mediation Rules of the American Arbitration Association in Morris County, New Jersey and in accordance with New Jersey law. The award rendered by the arbitrator or arbitrators shall be final and non-appealable. Any such judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT. These Terms and Conditions, as supplemented by the PO, are the sole and complete agreement between Stephen Gould and Customer with respect to the Products being sold hereof and supersede any and all prior oral and written understandings with respect to such subject matter. No amendment to, or modification or waiver of, any provision of these Terms and Conditions or a PO shall be binding upon the parties unless set forth in a written document signed by both parties.

From: Samuel F Swoot <sfswoot@stephongoald.com>
Sent: Sunday, March 15, 2020 11:46 AM
To: Brooke Berson <brooke.berson@duke.edu>; Robin Butler <robin.butler@duke.edu>
Cc: Oliver L. Black <olblack@stephongoald.com>
Subject: Re: [EXT] Re: SG x DUKE

SG-NC-00075

Option A I outlined below just sold this morning and is no longer available.

I have another call with NC Govt at 1pm today as they need help securing more inventory. The short answer is Yes, there's a massive nationwide shortage. All shipments have to be arranged by the end buyer.

One of our medical supplies just called me now. This mask below is in SC and there's 7 million available for \$7.50/ea. With a non-binding PO they will allow me to audit the inventory tomorrow.

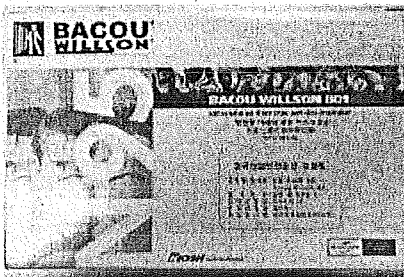
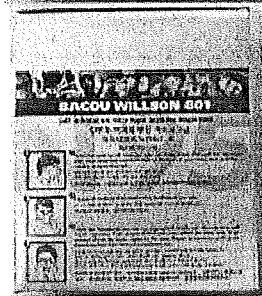
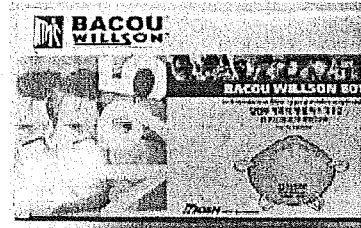
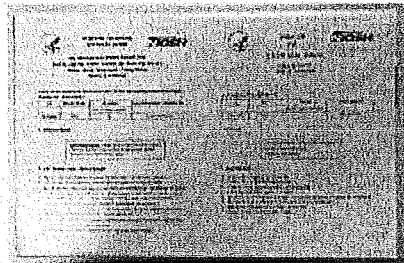
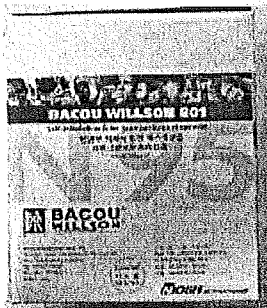


EXHIBIT
4
tabbies

From: Brooke Berson <brooke_berson@duke.edu>
Sent: Sunday, March 15, 2020 11:21 AM
To: Samuel F Sweet; Robin Butler
Cc: Oliver L. Block
Subject: [EXT] Re: SG x DUKE

So you want us to spend \$26M on face masks?
FOB California? Which means that we would have the risk if it got lost in transit, and would have to chase the shipment that we didn't arrange.

Am I understanding this correctly?

From: Samuel F Sweet <sfsweet@stephenould.com>
Sent: Sunday, March 15, 2020, 10:35 AM
To: Robin Butler
Cc: Brooke Berson; Oliver L. Block
Subject: SG x DUKE

Hi Robin and Brooke,

I'd like to give you both some transparency on the current situation and a bit more about Stephen Gould Corporation as well. We have 35 domestic locations (+7 more abroad) and some service the medical industry but not all. Our company oversees the procurement and manufacturing of a myriad of products in various sectors ranging from Telecom/Tech, Consumer/Retail, Medical, and Industrial supplies. The Medical space is just one vertical for us and within it we assist in supply chain management/procurement as well as many product/packaging developments — ex. designing and manufacturing a hermetically sealed vacuum form tray for a device a Surgeon would use. As a company we have 6k customers (all B2B) so the types of projects we engage in are endless.

Here in the Triangle, I personally oversee our operation. I also work on a daily basis with our office in Shenzhen, China and when it became evident the U.S. was going to be experiencing the same supply chain troubles that they experienced, I decided that we would

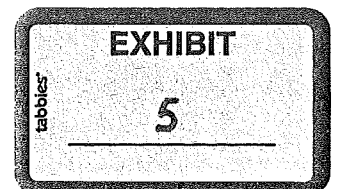
divert our resources to almost fully working on Medical related supply chain solutions. The situation we've encountered on a moral level has become somewhat troubling as its glaringly evident that an abundance of key supplies, particularly masks and hand sanitizer, have been procured by multiple large medical distribution companies that are holding these items in warehouses across the country. Many of these supplies have been sold in the last 2 weeks to Governments abroad, essentially to the highest bidder. It's unfortunate because these items should not be leaving the United States and they also should not be re-sold from one warehouse to another just to add \$1 on it and move it to the next guy again and again. 3 weeks ago I was introduced to a business owner in CA that owns a welding supply company and all he's been doing for the last 8 weeks is buying millions of dollars of masks and selling them to people that are then reselling them again. Even Amazon made a deal with one of our vendors to procure over \$100million of masks and put them in their own branded Amazon essentials box to sell online. The fact that these supplies are moving around and not ending up in the hands of the people that need them most is morally wrong.

We made the decision to enter this market and to Only sell to Hospitals, Non-profits and Government Agencies. Currently we have active projects with the Red Cross and the State of NC. I just want to make it clear that although we are acting as a re-seller in this market, our intention is solely to move these supplies into the hands of the people that need them most.

In relation to inventory on US soil -- it is changing daily. The nature of conducting business has also changed rapidly as the prices have escalated and there is a tremendous amount of Fraud going on. Due to the unusual nature of this market, suppliers in possession are now requesting non-binding PO's and proof of funds before allowing access to audit inventory and see lot codes and expiration dates. It's not business as normal by any means, but they also do not want to take on risk of alerting the wrong people of products in their possession. Below I will outline the stock we have immediate access to that is subject to audit.

Option A: Available Now
Model: Haylard Fluidshield N95
Qty: 7,000,000 (Qty must be purchased in full)
Price: \$8.30 per Mask – price negotiated down from \$8.45.
Terms: Due in Full after inspection/audit, before release of goods
FOB: Florida (Medical Supply Distribution Company)

- Lot Code and Expiration date are available upon receipt of non-binding Purchase order for full amount - this serves as intent to purchase but is not binding
- Proof of Funds/Credit – something to show ability to procure



- Upon receipt of the above, Stephen Gould Corp. will conduct On-site Inspection and Audit. End Procuree is allowed to conduct the same.
- Upon Inspection/Audit -- payment is due in full before release of goods.
- Buyer is responsible for arranging transportation from warehouse to end destination.

Option B (3 SKUs): Available this week

1) Model: 3M model 9010

Qty: 3,000,000 (Qty must be purchased in full)

Price: \$8.75 per Mask

2) Model: 3M model 8210

Qty: 3,000,000 (Qty must be purchased in full)

Price: \$8.75 per Mask

3) Model: 3M model 1860

Qty: 3,000,000 (Qty must be purchased in full)

Price: \$8.75 per Mask

Terms: Due in Full after inspection/audit, before release of goods

FOB: California

- Lot Code and Expiration date are available upon receipt of non-binding Purchase order for full amount - this serves as intent to purchase but is not binding
- Proof of Funds/Credit -- something to show ability to procure
- Upon receipt of the above, Stephen Gould Corp. will conduct On-site Inspection and Audit. End Procuree is allowed to conduct the same.
- Upon Inspection/Audit -- payment is due in full before release of goods.
- Buyer is responsible for arranging transportation from warehouse to end destination.

Option C: I'm awaiting confirmation of availability of a 3M Mask for Wednesday of this upcoming week:

Model: 3M

Qty: 10,000,000 (partial Qty purchase OK)

Price: TBD

Terms: Due in Full after inspection/audit, before release of goods

FOB: Florida

- Lot Code and Expiration date are available upon receipt of non-binding Purchase order for full amount - this serves as intent to purchase but is not binding
- Proof of Funds/Credit -- something to show ability to procure
- Upon receipt of the above, Stephen Gould Corp. will conduct On-site Inspection and Audit. End Procuree is allowed to conduct the same.
- Upon Inspection/Audit -- payment is due in full before release of goods.
- Buyer is responsible for arranging transportation from warehouse to end destination.

ASIA - here is the latest info from my Shenzhen office this morning on a certified N95 equivalent. (KN95 in Asia).

From: Sven Huang [Stephen Gould]
 Sent: Sunday, March 15, 2020 8:34 AM
 To: Samuel F Sweet; Daron Tang [Stephen Gould]
 Cc: Oliver L. Block
 Subject: Re: [EXT] Re: KN95 masks RFQ

Dear Sam,

Yes, there is another mask factory in Fujian province we have audited, is specialized in supplying mask and they have sufficient docs, they has access to medical equipment production license and their products is in complying to YY0469-2011. The market price of KN95 in China for exportation is crazy increased, if sell in China mainland price is only around RMB 14, but if required for FDA or other certificate for exportant, the price is higher. We're working to secure the costing, samples, production capacity and timelines for you now.

Best Regards,

Sven Huang (黄铁球) - Junior Project Manager | Stephen Gould Corp. (Shenzhen)
 Shenzhen office: Rm E702 Huobao No.1 Building, No 29 Jinhua Road, Futian FTZ, Shenzhen 518045
 深圳市福田区福田保税区金环路29号华宝一号大厦E702, 邮编: 518045

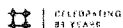
Mobile: +86 13823562134
 WeChat: 15959869829
 Website: www.stephengould.com

SG-NC-00079

From: Samuel F Sweet <sfswael@stephengoold.com>
 Sent: Sunday, March 15, 2020 3:38 PM
 To: Brooke Berson <brooke.berson@duke.edu>; Robn Butler <robn.butler@duke.edu>
 Cc: Oliver L. Block <olblock@stephengoold.com>
 Subject: Re: [EXT] Re: SG x DUKE

We have another option that I just got a call about from the same medical distributor that sold the 7million this morning. Its another 1 million Haylard Fluidshield N95 masks available immediately. It's a 1 day drive away and we will leave tonight to audit the inventory. All we would require from you to hold the inventory for the state of NC would be a placeholder PO to us and a simple letter addressed to us from you saying that you intend to purchase these masks from Stephen Gould Corporation upon acceptance of the inventory audit. This would be a non-binding letter and is merely serving as a placeholder for us to review the product and for you to be able to procure it before anyone else. Once audited by us and assuming everything checks out, you would need to procure the goods same day for them to remain available solely to you. The supplier also informed that we could procure their production for the next 8 weeks at 1.2 million units per week at a much lower cost – similarly if you would like those we would just need a letter of intent.

Thank you,



Sam Sweet

Research Triangle Manager - Global PM
 E: sfswael@stephengoold.com
 U: 1.919.315.4221
 One Dupuy Parkway #105 Morrisville, NC 27560
www.stephengoold.com

Quote # 202003 HFSn95

Stephen Gould
 Within Reach.

Date	March 15, 2020
Valid Until	Available Immediately
Quote #	202003 HFSn95
Customer	DUKE

Customer
DUKE

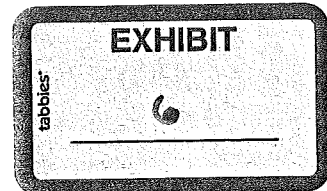
Quote/Project Description
FLUIDSHIELD* Ported N95 Particulate Filter Respirator and Surgical Mask
QTY is subject to Availability upon placing PO.

ITEM	Description	QTY	COST
HAYLARD FLUIDSHIELD N95	See below	1,000,000	\$8.90/ea

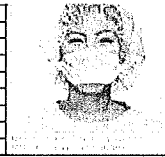
SPEC		TERMS
Brand	FLUIDSHIELD*	1. Buyer to provide Letter of Intent to Purchase and Non-Binding PO 2. Upon Letter of Intent, SG will audit inventory and review lot code/exp date. 3. Upon Acceptable of Audit, Funds are due for full amount of order within 12 hours 4. Buyer Responsible for Freight of Goods.
UNSPSC Classification	42131606	
Sterile	No	
Color		
Type	Respirator	
Level of Protection	Level 3	
Name	FLUIDSHIELD* Ported N95 Particulate Filter Respirator and Surgical Mask	
Type	Respirator	
FLUIDSHIELD*	Yes	
SO SOFT* Lining	Yes	



FLUIDSHIELD* N95 Particulate



Fog Resistance	N/A
Fluid Resistant	Yes
ASTM Level of Protection	3
BFE (%)	> 99%
SPLASH RESISTANCE (80,120,160)	160
PFE (µ)	> 99%
Items Per Box	35
Boxes Per Case	6
Items Per Case	210



FAKES RESPIRATOR AND SURGICAL MASK

This respirator has been rigorously tested and approved under NIOSH protocols to provide an effective barrier to protect for proper respiratory protection.

- 100% Filtration
- 100% Leak Protection
- Soft and Flexible
- Breathable - 20% Resistance
- Available in multiple colors

Special Notes and Instructions

Terms: Payment Due in Full Upon Audit and Inspection, prior to release of goods.
 FCB: South East United States
 Style: Level II/III/NA
 Production Lead Time: 4-6 weeks
 Country of Origin: USA
 Status: Not included in this Quote but is sold with state fire-sale Certificate
 Quote Valid Until: Available in multiple

Above information is not to be taken and may be an estimate of services/goods that have been made in good faith acceptance. It is subject to change without notice in accordance with Terms outlined below. All orders are subject to the acceptance of Stephen Gould's Corporate Office. Changes to shipping and handling charges shall be at the rate of delivery. Orders are not subject to cancellation. Cancellation of all orders is at the discretion of Stephen Gould. Terms, status, volume of orders and all other matters beyond our control. In the event that our costs are increased by reason of labor or tax action by any authority, the amount of such increase will be added to the prices current at time of shipment.

Please confirm your acceptance of this quote by signing this document.

By: _____ Date: _____

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Sam Swent at 804-306-4261
 1 Copley Parkway, Suite 106, Morrisville, NC, 27560
 Tel: 919-547-3700 Fax: E-mail: sswent@stephengould.com Web: www.stephengould.com

Manufacturing Excellence Since 1939

TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products and services (collectively, "Products") to each customer ("Customer") by Stephen Gould Corporation ("Stephen Gould"). These Terms and Conditions take precedence over any and all other conflicting terms and conditions in any other agreement between Customer and Stephen Gould and in the event of any such conflicting terms it hereby gives Customer's instance of a purchase order ("PO") for Products shall constitute acceptance of these terms and conditions.

ORDERS All POs placed by a Customer must be in writing and are subject to acceptance by Stephen Gould. The PO shall state: (a) the product name, (b) the specifications, (c) the purchase price, and (d) the date of delivery of the Products. No alteration or variation of a PO shall apply unless agreed in writing by both Customer and Stephen Gould; provided, however, Stephen Gould reserves the right to effect minor modifications to Products before delivery, provided that the performance of the Product is not adversely affected and that neither the price nor the delivery date for the Products is affected.

PRICES The purchase price for the Products may be increased in the event of an increase in the cost of (i) raw materials; (ii) labor; and (iii) government charges (including, without limitation, taxes, tariffs and duties). Purchase price quotations shall automatically expire in 30 days from the date issued or as otherwise stated in the quotation.

PAYMENT Payment shall be made in full without debit, counter claim or withholding of any kind, payable in U.S. Dollars, within 30 days of the date of invoice, unless otherwise specified in the PO. Products will be invoiced at any time after their readiness for shipment has been notified to Customer.

DELIVERY Title and risk of loss to the Products shall pass to Customer upon delivery of the Product to the carrier. The delivery dates and times specified in the POs are estimates only and the failure to meet an indicated delivery date or time for reasons beyond Stephen Gould's reasonable control will not constitute a breach of Stephen Gould's obligation hereunder. In no event shall Stephen Gould be liable for any claims for labor or for any special, direct, incidental or consequential damages as the result of a delay in delivery arising from matters beyond Stephen Gould's reasonable control.

QUALITY Stephen Gould warrants that the Products will conform to the Specifications at the time of delivery to the Customer; provided, however, unless otherwise specified, Stephen Gould commits to supplying AQLs of industry accepted levels, within 2% or 20 PPM in lot size. This may change over time as our process improves. Higher AQLs may be available which may affect the quoted price and may be indicated on the Customer's Quotes. Quotes will be delivered within +/- 10% variance. Shipping over quantity will cost an additional 10% of the purchase price.

INSPECTION All Products will be subject to Customer's inspection and rejection or acceptance. Products not rejected within 30 days of delivery shall be deemed to be accepted by Customer. Customer may reject any Product that does not meet the Specifications, subject to Stephen Gould's review. Upon rejection, Customer shall promptly return the defective Product to Stephen Gould at Stephen Gould's expense. At Stephen Gould's option, Stephen Gould shall either replace or refund the defective Product, within the normal lead time for the Product, or refund the purchase price to Customer. Stephen Gould shall have no other liability relating to the Product.

INTELLECTUAL PROPERTY Stephen Gould owns all intellectual property rights relating to its inventions in the Products, and to Customer's right to use the Product after the Product has been sold to Customer.

NON-DISCLOSURE AGREEMENT Customer and Stephen Gould shall not disclose or use any trade secrets or other confidential or proprietary information of the other party or its customers or suppliers except as is reasonably necessary to fulfill the PO and these terms and conditions.

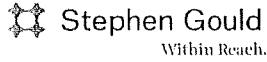
FORCE MAJEURE Stephen Gould is not liable for failure to fulfill its obligations under any PO due to acts of God, war or strike, changes in law or government policies, material shortages, natural disasters, fires, strikes, lockouts, acts of terrorism, delay by carriers, inability to obtain parts or labor from regular sources.

LIMITATION OF LIABILITY Stephen Gould shall not be liable for: (i) injuries or damages resulting out of Customer's, suppliers or subcontractors; (ii) claims arising from damages to Products occurring subsequent to delivery of products or services to Customer; (iii) loss of profits, revenues, production or manufacturing expenses, overhead, business interruption, injury to reputation, punitive damages, special, incidental or consequential damages of any nature. In all events Customer's recovery from Stephen Gould for any claim shall not exceed the Purchase Price paid by Customer for the affected Product, irrespective of the nature of the claim and whether in contract, tort, warranty or otherwise.

DISPUTE RESOLUTION Disputes between Stephen Gould and Customer regarding these Terms and Conditions or a PO shall be resolved by methods set forth in the Mediation Rule, of the American Arbitration Association in Morris County, New Jersey and in accordance with New Jersey law. It is the mutual responsibility of the arbitrator or arbitrators to find and non-applicable. Any such judgment may be entered upon it in accordance with applicable law in any court having jurisdiction over the matter.

ENTIRE AGREEMENT These Terms and Conditions, as supplemented by the PO are the entire and complete agreement between Stephen Gould and Customer with respect to the Products being sold hereunder and supersede any and all prior and concurrent understandings with respect to such subject matter. No amendment to or modification or waiver of any provision of these Terms and Conditions or a PO shall be binding upon the parties unless set forth in a written document signed by both parties.

Quote: 20200313 SGMS-CR



Date	March 13, 2020
Valid Until	Immediate
Quote #	20200313 SGMS-CR
Customer	UNC

Customer
UNC

Quote/Project Description
FLUIDSHIELD* Ported N95 Particulate Filter Respirator and Surgical Mask

ITEM	Description	QTY	COST
FLUIDSHIELD N95	See below	7,000,000	\$8.45/ea

Specs	
Brand	FLUIDSHIELD*
UNSPSC Classification	42131606
Sterile	No
Color	
Type	Respirator
Level of Protection	Level 3
	FLUIDSHIELD* Ported N95 Particulate Filter

Name	Respirator and Surgical Mask
Type	Respirator
FLUIDSHIELD*	Yes
SO SOFT* Lining	Yes
NIOSH	Yes
Fog Resistance	N/A
Fluid Resistant	Yes
ASTM Level of Protection	3
BFE (3)	≥ 99%
SPLASH RESISTANCE (80,120,160)	160
PFE (.1)	≥ 99%
Items Per Box	35
Boxes Per Case	6
Items Per Case	210

Special Notes and Instructions	
Terms:	TBD upon credit review by Corp. Office
FOB:	Florida
Sample Lead Time:	NA
Production Lead Time:	NA
Overs/Unders:	Exact Qty Available
Sales Tax:	Not Included in this Quote but is sold with state Re-Sale Certificate.
Quote Valid Until:	Immediate

Above information is not an invoice and only an estimate of services/goods described above based on immediate acceptance. Pricing is subject to change without notice in accordance with Terms outlined below. All orders taken are subject to the acceptance of Stephen Gould's Corporate Office. Delays in approving proof and samples shall extend the date of delivery. Orders are not subject to cancellation. Execution of all orders is contingent upon fires, strikes, delays of carriers and all other causes beyond our control. In the event that our costs are increased by reason of labor or tax action by any authority, the amount of such increase will be added to the prices current at time of shipment.

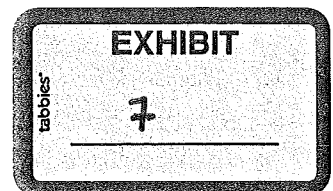
Please confirm your acceptance of this quote by signing this document.

Signature	Print Name	Date
-----------	------------	------

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Sam Sweet at 804-305-4281

1 Copley Parkway, Suite 106, Morrisville, NC, 27560
 Tel: 919-547-3700 Fax: E-mail: sfsweet@stephengould.com Web: www.stephengould.com
 Manufacturing Excellence Since 1939



TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products and services (collectively, "Products") to each customer ("Customer") by Stephen Gould Corporation ("Stephen Gould"). These Terms and Conditions take precedence over any and all other conflicting terms and conditions in any other agreement between Customer and Stephen Gould and notice of objection to such conflicting terms is hereby given. Customer's issuance of a purchase order ("PO") for Products shall constitute acceptance of these terms and conditions.

ORDERS. All POs placed by a Customer must be in writing and are subject to acceptance by Stephen Gould. The PO shall state: (i) the specifications (the "Specifications"); (ii) purchase price; and (iii) time and date of delivery of the Products. No alteration or variation of a PO shall apply unless agreed in writing by both Customer and Stephen Gould; provided, however, Stephen Gould reserves the right to effect minor modifications to Products before delivery, provided that the performance of the Product is not adversely affected and that neither the price nor the delivery date for the Products is affected.

PRICES. The purchase price for the Products are those prices specified in the PO. The purchase price for undelivered Products may be increased in the event of an increase in the cost of: (i) raw materials; (ii) labor; and (iii) government charges (including, without limitation, taxes, tariffs and duties). Purchase price quotations shall automatically expire in 30 days from the date issued or as otherwise stated in the quotation.

PAYMENT. Payment shall be made in full without setoff, counter-claim or withholding of any kind, payable in U.S. Dollars, within 30 days of the date of invoice, unless otherwise specified in the PO. Products will be invoiced at any time after their readiness for dispatch has been notified to Customer.

DELIVERY. Title and risk of loss to the Products shall pass to Customer upon delivery of the Product to the carrier. The delivery dates and times specified in the POs are estimates only and the failure to meet an indicated delivery date or time for causes beyond Stephen Gould's reasonable control will not constitute a breach of Stephen Gould's obligations hereunder. In no event shall Stephen Gould be liable for any claims for labor or for any special, indirect, incidental or consequential damages as the result of a delay in delivery arising from matters beyond Stephen Gould's reasonable control.

QUALITY. Stephen Gould warrants that the Products will conform to the Specifications at the time of delivery to the Customer; provided, however, unless otherwise specified, Stephen Gould commits to supplying AQLs at industry accepted levels, which is 2% or 20,000 PPM in 2017. This may change over time as industry performance improves. Higher AQLs may be available which may affect the quoted unit price and require collaboration with Customer. Quantities will be delivered within +/- 10% variance. Shipping exact quantities will cost an additional 10% of the purchase price.

INSPECTION. All Products will be subject to Customer's inspection and rejection or acceptance. Products not rejected within 30 days of delivery shall be deemed to be accepted by Customer. Customer may reject any Product that does not meet the Specifications, subject to Stephen Gould's review. Upon rejection, Customer shall promptly return the defective Product to Stephen Gould at Stephen Gould's expense. At Stephen Gould's option, Stephen Gould shall either replace or rework the defective Product, within the normal lead time for the Product, or refund the purchase price to Customer. Stephen Gould shall have no other liability relating to the Products.

INTELLECTUAL PROPERTY. Stephen Gould owns all intellectual property rights relating to or incorporated in the Products, subject to Customer's right to use the Product after title to the Product has transferred to Customer.

***NON-DISCLOSURE AGREEMENT.** Customer and Stephen Gould shall not disclose or use any trade secrets or other confidential or proprietary information of the other party or its customers or suppliers except as is reasonably necessary to fulfill the PO and these terms and conditions.*

FORCE MAJEURE. Stephen Gould is not liable for failure to fulfill its obligations under any PO due to acts of God, riot, war or strike, changes in law or government priorities, material shortages, natural disasters, fires, strikes, floods, acts of terrorism, delay by carriers, inability to obtain parts or labor from regular sources.

LIMITATION OF LIABILITY. Stephen Gould shall not be liable for: (i) injuries or damages arising out of Customer's negligence or misconduct; (ii) claims arising from damage to Products occurring subsequent to delivery of products or services to Customer; (iii) loss of profits, revenue, promotional or manufacturing expenses, overheads, business interruption cost, injury to reputation, punitive damages, special, incidental or consequential damages of any nature. In all events Customer's recovery from Stephen Gould for any claim shall not exceed the Purchase Price paid by Customer for the affected Products, irrespective of the nature of the claim and whether in contract, tort, warranty or otherwise.

DISPUTE RESOLUTION. Disputes between Stephen Gould and Customer regarding these Terms and Conditions or a PO shall be resolved by mediation pursuant to the Mediation Rules of the American Arbitration Association in Morris County, New Jersey and in accordance with New Jersey law. The award rendered by the arbitrator or arbitrators shall be final and non-appealable. Any such judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT. These Terms and Conditions, as supplemented by the PO, are the sole and complete agreement between Stephen Gould and Customer with respect to the Products being sold hereof and supersedes any and all prior oral and written understandings with respect to such subject matter. No amendment to, or modification or waiver of, any provision of these Terms and Conditions or a PO shall be binding upon the parties unless set forth in a written document signed by both parties.

Quote # 202003 3M1860



Date	March 15, 2020
Valid Until	Available Immediately
Quote #	202003 3M1860
Customer	North Carolina Emergency Management (NCEM)

Customer
North Carolina Emergency Management (NCEM)

Quote/Project Description
3M 1860 mask
QTY is subject to Availability upon placing PO.

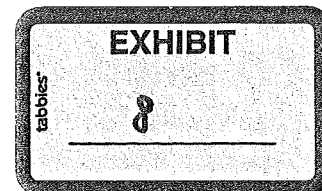
ITEM	Description	QTY	COST
3M 1860		2,500,000	\$8.25/ea

Brand	Specs	TERMS
	3M	<ol style="list-style-type: none"> Buyer to provide Non-Binding PO Upon receipt of PO, SG will audit inventory and review lot code/exp date. Upon Audit, Funds must be transferred via Escrow. Buyer Responsible for Freight of Goods.

Special Notes and Instructions
Terms: Payment Due in Full upon Audit and Inspection, prior to release of goods. FOB: U.S. Sample Lead Time: NA Production Lead Time: finished goods Overs/Unders: NA Sales Tax Not Included in this Quote but is void with state Re-Sale Certificates. Quote Valid Until: Available Immediately

Above information is not an invoice and only an estimate of services/goods described above based on immediate acceptance. Pricing is subject to change without notice in accordance with Terms outlined below. All orders taken are subject to the acceptance of Stephen Gould's Corporate Office. Delays in approving proof and samples shall extend the date of delivery. Orders are not subject to cancellation. Execution of all orders is contingent upon fire, strikes, delays of carriers and all other causes beyond our control. In the event that our costs are increased by reason of labor or tax action by any authority, the amount of such increase will be added to the price current at time of shipment.

Please confirm your acceptance of this quote by signing this document.



Qty Order

Print Name

Date

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Sam Sweet at 804-305-4281

1 Copley Parkway, Suite 106, Morrisville, NC, 27560

Tel: 919-547-3700 Fax: E-mail: sfsweet@stephengould.com Web: www.stephengould.com

Manufacturing Excellence Since 1939

Page 1

TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products and services (collectively, "Products") to each customer ("Customer") by Stephen Gould Corporation ("Stephen Gould"). These Terms and Conditions take precedence over any and all other conflicting terms and conditions in any other agreement between Customer and Stephen Gould and notice of objection to such conflicting terms is hereby given. Customer's issuance of a purchase order ("PO") for Products shall constitute acceptance of these terms and conditions.

ORDERS. All POs placed by a Customer must be in writing and are subject to acceptance by Stephen Gould. The PO shall state: (i) the specifications (the "Specifications"); (ii) purchase price; and (iii) time and date of delivery, of the Products. No alteration or variation of a PO shall apply unless agreed in writing by both Customer and Stephen Gould; provided, however, Stephen Gould reserves the right to effect minor modifications to Products before delivery, provided that the performance of the Product is not adversely affected and that neither the price nor the delivery date for the Products is affected.

PRICES. The purchase price for the Products are those prices specified in the PO. The purchase price for undelivered Products may be increased in the event of an increase in the cost of: (i) raw materials; (ii) labor; and (iii) government charges (including, without limitation, taxes, tariffs and duties). Purchase price quotations shall automatically expire in 30 days from the date issued or as otherwise stated in the quotation.

PAYMENT. Payment shall be made in full without setoff, counter-claim or withholding of any kind; payable in U.S. Dollars; within 30 days of the date of invoice, unless otherwise specified in the PO. Products will be invoiced at any time after their readiness for dispatch has been notified to Customer.

DELIVERY. Title and risk of loss to the Products shall pass to Customer upon delivery of the Product to the carrier. The delivery dates and times specified in the POs are estimates only and the failure to meet an indicated delivery date or time for causes beyond Stephen Gould's reasonable control will not constitute a breach of Stephen Gould's obligations hereunder. In no event shall Stephen Gould be liable for any claims for labor or for any special, indirect, incidental or consequential damages as the result of a delay in delivery arising from matters beyond Stephen Gould's reasonable control.

QUALITY. Stephen Gould warrants that the Products will conform to the Specifications at the time of delivery to the Customer; provided, however, unless otherwise specified, Stephen Gould commits to supplying AQLs at industry accepted levels, which is 2% or 20,000 PPM in 2017. This may change over time as industry performance improves. Higher AQLs may be available which may affect the quoted unit price and require collaboration with Customer. Quantities will be delivered within +/- 10% variance. Shipping exact quantities will cost an additional 10% of the purchase price.

INSPECTION. All Products will be subject to Customer's inspection and rejection or acceptance. Products not rejected within 30 days of delivery shall be deemed to be accepted by Customer. Customer may reject any Product that does not meet the Specifications, subject to Stephen Gould's review. Upon rejection, Customer shall promptly return the defective Product to Stephen Gould at Stephen Gould's expense. At Stephen Gould's option, Stephen Gould shall either replace or rework the defective Product, within the normal lead time for the Product, or refund the purchase price to Customer. Stephen Gould shall have no other liability relating to the Products.

INTELLECTUAL PROPERTY. Stephen Gould owns all intellectual property rights relating to or incorporated in the Products, subject to Customer's right to use the Product after title to the Product has transferred to Customer.

***NON-DISCLOSURE AGREEMENT.** Customer and Stephen Gould shall not disclose or use any trade secrets or other confidential or proprietary information, of the other party or its customers or suppliers except as is reasonably necessary to fulfill the PO and these terms and conditions.*

FORCE MAJEURE. Stephen Gould is not liable for failure to fulfill its obligations under any PO due to acts of God, riot, war or strike, changes in law or government priorities, material shortages, natural disasters, fires, strikes, floods, acts of terrorism, delay by carriers, inability to obtain parts or labor from regular sources.

LIMITATION OF LIABILITY. Stephen Gould shall not be liable for: (i) injuries or damages arising out of Customer's negligence or misconduct; (ii) claims arising from damage to Products occurring subsequent to delivery of products or services to Customer; (iii) loss of profits, revenue, promotional or manufacturing expenses, overheads, business interruption cost, injury to reputation, punitive damages, special, incidental or consequential damages of any nature. In all events Customer's recovery from Stephen Gould for any claim shall not exceed the Purchase Price paid by Customer for the affected Products, irrespective of the nature of the claim and whether in contract, tort, warranty or otherwise.

DISPUTE RESOLUTION. Disputes between Stephen Gould and Customer regarding these Terms and Conditions or a PO shall be resolved by mediation pursuant to the Mediation Rules of the American Arbitration Association in Morris County, New Jersey and in accordance with New Jersey law. The award rendered by the arbitrator or arbitrators shall be final and non-appealable. Any such judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT. These Terms and Conditions, as supplemented by the PO, are the sole and complete agreement between Stephen Gould and Customer with respect to the Products being sold hereof and supersedes any and all prior oral and written understandings with respect to such subject matter. No amendment to, or modification or waiver of, any provision of these Terms and Conditions or a PO shall be binding upon the parties unless set forth in a written document signed by both parties.

From: Samuel F Sweet <sfsweet@stephengould.com>
Sent: Friday, March 13, 2020 4:19 PM
To: LaRubbio, Christina <Christina.Larubbio@redcross.org>
Cc: Oliver L. Block <olblock@stephengould.com>

SG-NC-00048

Subject: [EXTERNAL] SG Quote for Red Cross

Hi Christina,

Thanks for your time to chat today. Please see quotation attached per our conversation a bit ago.

Also, I've spoken to our Executive team about how we could work together further and I'll be in touch on that soon.

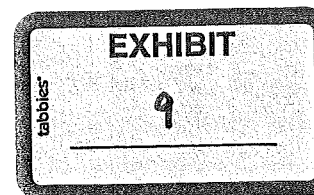
Thank you,

Stephen Gould

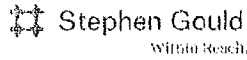
Sam Sweet

Research Triangle Manager - Global PM
E sfsweet@stephengould.com
C +1.804.305.4281
One Copley Parkway, #106 Morrisville, NC 27560
www.stephengould.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Quote: 20200313 SGMS-CR



Date	March 13, 2020
Valid Until	Initial Date
Quote #	20200313 SGMS-CR
Customer	RED CROSS

RED CROSS

FLUIDSHIELD® Ported N95 Particulate Filter Respirator and Surgical Mask

FLUIDSHIELD N95	See Below	1005000	18.45
-----------------	-----------	---------	-------

Brand	FLUIDSHIELD®
UNSPSC Classification	42131606
Sterile	No
Color	
Type	Respirator
Level of Protection	Level 3
Name	FLUIDSHIELD® Ported N95 Particulate Filter Respirator and Surgical Mask
Type	Respirator
FLUIDSHIELD®	Yes
SO SOFT® Lining	Yes
NIOSH	Yes
Fog Resistance	N/A
Fluid Resistant	Yes
ASTM Level of Protection	3
BFE (%)	≥ 99%
SPLASH RESISTANCE (80,120,160)	160
PFE (.1)	≥ 99%
Items Per Box	35
Boxes Per Case	6
Items Per Case	210

Notes: TED approved previously by Cpl. Office

FOB: Ex-Works
Sample and Test: N/A
Production Lead Time: N/A
Overseas: Final Qty Available
Sales Tax: Not applicable. Can be used with state Re-Sale Certificate.
Customs: N/A

All descriptions are not intended and only an estimate of product-goods description based on manufacturer acceptance. Pricing is subject to change without notice in accordance with terms listed below. All prices are subject to change without notice. Production of all orders is contingent upon timely payment of orders. In the event that our costs are increased by reason of labor or materials, the amount of such increase will be added to the price of the order shipment.

Please confirm your acceptance of this quote by signing this document.

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Sam Sweet at 604-355-4201

Copley Parkway, Suite 100, Morrisville, NC, 27560
 Tel: 919-647-3700 Fax: E-mail: cfsweet@stephngould.com Web: www.stephngould.com
 Manufacturing excellence Since 1939
 Page 1

TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products and services collectively, "Products," to each customer ("Customer") by Stephen Gold Corporation ("Stephen Gold"). These Terms and Conditions are precedent over any conflicting terms set forth in any other agreement between Customer and Stephen Gold and Customer's acceptance of these Terms and Conditions constitutes acceptance of these terms and conditions.

ORDERS. All POs placed by a Customer must contain the following and may be subject to amendment by Stephen Gold: (i) PO shall state (a) the product name (the "Specification"), (b) purchase price and (c) time and date of delivery of the Products. No alteration or variation of a PO shall apply unless agreed to in writing by both Customer and Stephen Gold; provided, however, Stephen Gold reserves the right to effect minor modifications to Products before delivery, provided that the purchase price of the Products is not adversely affected and that neither the quantity nor the delivery schedule for the Products is affected.

PRICE. The purchase price for the Products shall be the purchase price specified in the PO. The purchase price may be subject to change without notice to the Customer in the event of (a) raw material (b) labor and (c) government charges (including without limitation, taxes, tariffs and duties). Purchase price quotation shall automatically expire in 30 days from the date issued or, if otherwise stated, in the quotation.

PAYMENT. Payment shall be made in full, without cash, counter claim or withholding of any kind, payable in U.S. Dollars, within 30 days of the date of invoice, unless otherwise specified in the PO. Products will be invoiced at any time after their readiness for shipment has been returned to Customer.

DELIVERY. Title and risk of loss to the Products shall pass to Customer upon delivery of the Products to the carrier. The delivery date and time specified in the PO shall constitute only said date for a minimum of a regular delivery date or time for carriage beyond Stephen Gold's reasonable control and not constitute breach of Stephen Gold's obligations hereunder. In no event shall Stephen Gold be liable for any claim for labor or for any special, indirect, incidental or consequential damages as the result of a delay in delivery arising from a strike beyond Stephen Gold's reasonable control.

QUALITY. Stephen Gold warrants that the Products will conform to the Specifications, the time of delivery by the Customer, and that, however, unless otherwise specified, Stephen Gold warrants to supply ADLs at industry accepted levels, which is 2500-26,000 PPV in 2017. This may change over time as industry performance improves. Higher ADLs may be available when they meet the quoted net price and require consultation with Customer. Quantities will be delivered within +/- 10% variance. Shipping costs, insurance will cost an additional 10% of the purchase price.

INSPECTION. All Products will be subject to Customer's inspection and acceptance. Products not received within 30 days of delivery shall be deemed to be accepted by Customer. Customer may reject any Product that does not meet the Specifications, subject to Stephen Gold's review. Upon receipt, Customer shall accept (a) any defective Product by Stephen Gold, Stephen Gold's response. At Stephen Gold's option, Stephen Gold shall either replace or repair the defective Product, within the normal lead time for the Product, or refund the purchase price to Customer. Stephen Gold shall have no other liability relating to the Products.

INTELLECTUAL PROPERTY. Stephen Gold owns all intellectual property rights relating to inventions disclosed in the Products, subject to Customer's right to use the Product after the sale of the Product has been returned to Customer.

NON-DISCLOSURE AGREEMENT. Customer and Stephen Gold shall not disclose or use any confidential or proprietary information of the other party or its subsidiaries or affiliates used, and reasonably necessary to fulfill the PO and these terms and conditions.

FORCE MAJEURE. Stephen Gold is not liable for failure to fulfill its obligations under any PO due to acts of God, war, or strikes, strikes, war or government priorities, natural disasters, fires, strikes, floods, acts of terrorism, delivery carrier, inability to obtain parts or labor from regular sources.

LIMITATION OF LIABILITY. Stephen Gold shall not be liable for: (i) injuries or damages arising out of Customer's negligence or misuse; (ii) claims arising from damage to Products occurring subsequent to delivery of products or services to Customer; (iii) loss of profits, revenues, production or manufacturing expenses, goodwill, business interruption, injury to reputation, special, incidental or consequential damages of any nature. In all events Customer's recovery from Stephen Gold for any claim shall not exceed the Purchase Price paid by Customer for the affected Products, irrespective of the nature of the claim and whether in contract, tort, warranty or otherwise.

DISPUTE RESOLUTION. Disputes between Stephen Gold and Customer regarding these Terms and Conditions or a PO shall be resolved by mediation pursuant to the Mediation Rules of the American Arbitration Association in Morris County, New Jersey and in accordance with New Jersey law. The award rendered by the arbitrator or arbitrators shall be final and non-appealable. Any such judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT. These Terms and Conditions, as supplemented by the PO, and the sole and complete agreement between Stephen Gold and Customer with respect to the Products contained herein and supersedes any and all prior oral and written understandings with respect to such agreements. No amendment or modification to any provision of these Terms and Conditions or a PO shall be binding upon Stephen Gold unless set forth in a written document signed by both parties.

Get the Facts. N95 Respirator Pricing

To help customers identify and avoid inflated prices, 3M has published its current single-case list prices for many of the most common 3M N95 respirator models sold in the U.S.

3M has not changed the prices we charge for 3M respirators as a result of the COVID-19 outbreak.

U.S. List Prices for Common N95 Respirator Models

These list prices are per respirator.

These list prices represent suggested prices to end customers. 3M's prices to its authorized distributors are lower than these list prices.

An end customer's actual prices may be lower than these list prices, as negotiated between the end customer and its chosen distributor.

List prices for these models sold in Canada are similar on a currency-adjusted basis.

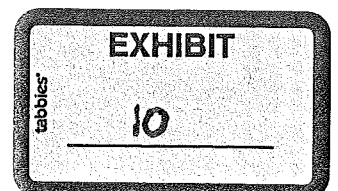
Model	Type	List Price (USD)
1804	Surgical	\$0.68
1804S	Surgical	\$0.68
1860	Surgical	\$1.27
1860S	Surgical	\$1.27
1870+	Surgical	\$1.78
8210	Standard	\$1.02 - \$1.31
8210Plus	Standard	\$1.18 - \$1.50
8210V	Standard	\$1.48 - \$1.88
8110S	Standard	\$1.08 - \$1.37
8200	Standard	\$0.63 - \$0.80
8511	Standard	\$2.45 - \$3.11
9105	Standard	\$0.64 - \$0.81
9105S	Standard	\$0.64 - \$0.81
9210+	Standard	\$1.40 - \$1.78
9211+	Standard	\$2.68 - \$3.40

Additional Links

[3M Disposable Respirators](#) | [Quick Reference Guide](#)

If you suspect fraud or price gouging contact 3M immediately.

Contact the 3M Fraud Hotline at 1 (800) 426-8688 or on the web at go.3M.com/covidfraud.



From: Samuel F Sweet <sfsweet@stephengould.com>
Sent: Friday, March 13, 2020 3:31 PM
To: Justin D. Golden <jdgolden@stephengould.com>
Subject: N95 Masks - DUKE/UNC/Red Cross..

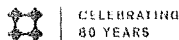
Hi Justin,

Thanks for your time on the phone today. Heres a quick recap

I'm working with Leo Zweig on the supply side only on this project. He has a supplier under the name Good Health Holdings, LLC in Ft. Lauderdale, FL that has 7million N95 Haylard Fluidshield masks available for sale at \$4.15/ea. This holding company is a medical distributor of all kinds of medical goods. At present we need the lot code, expiation date, and a facility/inventory audit of the goods but the supplier will not allow us access to do this until we show them either Proof of Funds or Letter of Credit with Stephen Gould's Name and their Companies name on the document, in the amount of \$29,050,000.00.

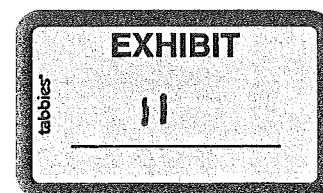
On the Sell side of things. I've had ongoing conversations with DUKE University, UNC, the Red Cross and the CDC and each have expressed active interest in any and all N95 masks available on U.S. soil at the moment. Based on conversations, DUKE is first in line to place us a PO for 7 million masks at a sell price of \$7-8.50/each. The Red Cross has called me 5 times today asking for an update and I keep telling them to hold on. One way or another I'm extremely confident we can sell the inventory.

Thank you.



Sam Sweet

Research Triangle Manager - Global PM
E sfsweet@stephengould.com
C +1.813.420.4281
One Copley Parkway, #106, Morrisville, NC 27560
www.stephengould.com



3M Inventory

Leo J. Zweig <ljzweig@stephengould.com>

Sun 3/15/2020 12:04 AM

To: Samuel F Sweet <sfsweet@stephengould.com>

📎 4 attachments (331 KB)

7af5ebb9-28fd-4a5b-ac8f-c5ffac0c82cc.JPG; 5686e4c6-e677-43f0-9801-600a06eab51c.JPG; d7daed0a-39f8-48f0-a323-9a5ebadba1cb.JPG; df6f73ae-c6c8-4ad0-bb04-13713ddc8b0e.JPG;

Per the attached pictures, there are 3MM of each in California. In order to see any information they require and LOI. My cost for each of these items is \$5.65. They are in a secured location and an LOI will release the info that you need. This is from a very reliable source.



Leo Zweig

Supply Chain & Operations

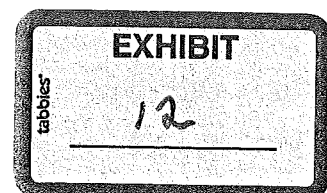
T [+1 858 673 3400](tel:+18586733400)

C [+1 310 926 6418](tel:+13109266418)

[10905 Technology Place, Suite B, San Diego, CA 92127](mailto:ljzweig@stephengould.com)

stephengould.com

ISO 9001:2015 COMPLIANT





3M 8210

Respirador contra las partículas Respirador contra partículas

Respirador que protege contra las partículas de polvo, polen, esporas de hongos, bacterias y virus. El filtro de partículas de 3M 8210 protege contra las partículas de polvo, polen, esporas de hongos, bacterias y virus.

- Protección contra las partículas de polvo, polen, esporas de hongos, bacterias y virus.
- Protección contra las partículas de polvo, polen, esporas de hongos, bacterias y virus.
- Protección contra las partículas de polvo, polen, esporas de hongos, bacterias y virus.
- Protección contra las partículas de polvo, polen, esporas de hongos, bacterias y virus.

3M
www.3m.com

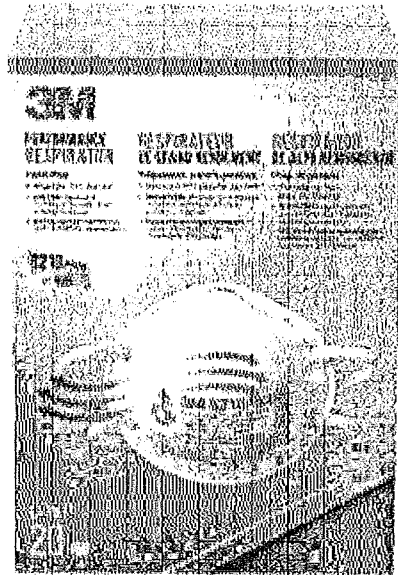


www.3m.com

Health Care Particulate Respirator and Surgical Mask
Respirateur contre les particules pour soins de santé
et masque chirurgical
Respirador para partículas y mascarilla quirúrgica para
cuidado de la salud

1860





3M 8210PP20-DC N95
Particulate Respirator
mask 20Pk

3M

\$29.99

Quantity

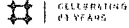
Re: [EXT] Re: SG x DUKE

Samuel F Sweet <sfsweet@stephengould.com>

Sun 3/15/2020 4:01 PM

To: Robin Butler <robin.butler@duke.edu>; ddrhelp Service Account <ddrhelp@duke.edu>
Cc: Oliver L. Block <olblock@stephengould.com>; William Trofi <bill.trofi@duke.edu>

I mean this out of no disrespect but we are not doing this to just flip the product over and over. I agree with you that this price makes ZERO sense. The manufacturers have allowed this to happen by choosing who've they've decided to sell to. In a perfect world there should be really no reason for me to even be engaging with you for masks. I'm literally just the messenger here telling you what we're finding out. We've seen 40 million masks go into the wrong hands in the last 48 hours. our markup is 3%



Sam Sweet

Research Triangle Manager - Global PM

E: sfsweet@stephengould.com

T: +1 919 336 4241

One Copley Parkway #106, Morrisville, NC 27560

www.stephengould.com

From: Robin Butler <robin.butler@duke.edu>

Sent: Sunday, March 15, 2020 3:55 PM

To: Samuel F Sweet <sfsweet@stephengould.com>; ddrhelp Service Account <ddrhelp@duke.edu>

Cc: Oliver L. Block <olblock@stephengould.com>; William Trofi <bill.trofi@duke.edu>

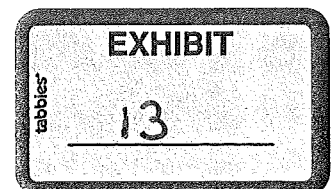
Subject: RE: [EXT] Re: SG x DUKE

Charging a hospital \$8.90 per mask, what is your profit margin?

Robin Butler

Sr. Sourcing Manager | Duke Procurement Services
Duke University Health System | Duke Health

310 Trent Drive | Suite 146A
Durham, NC 27708
919-668-3307



From: Samuel F Sweet <sfsweet@stephengould.com>
Sent: Sunday, March 15, 2020 4:13 PM
To: LaRubbio, Christina <Christina.Larubbio@redcross.org>
Cc: Oliver L. Block <olblock@stephengould.com>
Subject: Re: [EXT] RE: [EXTERNAL] SG Quote for Red Cross

Hi Christina,

Just tried to give you a call on your cell. We've been working 24/7 this weekend and a lot has changed. I agree this price is out of line 100% but we've literally seen over 40 million units get bought over the last 72 hours all from Foreign governments buying directly from US medical distributors. These supplies should not be going to other countries and should be going to US Hospitals. I'm just relaying what I'm seeing first hand from talking to all these distributors. Our markup is very slim and our soul purpose here it to try and help procure these medical supplied for Hospitals and gov'ts that need them the most. I'd like to chat with you further about how we could work together , please let me know if you have time to chat tomorrow morning with Oliver and myself. In regards to a conversation with the ownership of my company, I'll seek to arrange that as well - I have not been able to get in touch with them though since our last conversation.

Thank you,

Stephen Gould

Sam Sweet

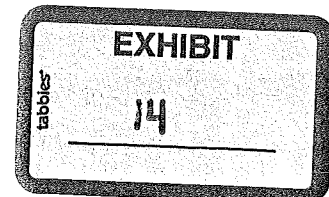
Research Triangle Manager - Global PM
E sfsweet@stephengould.com
C +1 804 305 4281
One Copley Parkway, #106 Morrisville, NC 27580
www.stephengould.com

From: LaRubbio, Christina <Christina.Larubbio@redcross.org>
Sent: Sunday, March 15, 2020 3:58 PM
To: Samuel F Sweet <sfsweet@stephengould.com>
Cc: Oliver L. Block <olblock@stephengould.com>
Subject: RE: [EXT] RE: [EXTERNAL] SG Quote for Red Cross

Sam,

Brad Maynard said you left him a message about an open PO. I am your direct point of contact. Your price for the N95 mask is way out of line for us to purchase. I definitely would like to have a call with your executive team on Monday or Tuesday.

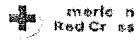
Please introduce so we can schedule a call.



Thank You,
Christina

Christina LaRubbio, CPSM
13500 S. Point Blvd. – Ste. L
Charlotte, NC 28273-4757
Christina.LaRubbio@redcross.org
Cell: 980-328-8193

Without you, we can't save any lives.
You can help fill the #MissingTypes. Learn how.





**JOSH STEIN
ATTORNEY GENERAL**

**State of North Carolina
Department of Justice**

CONSUMER PROTECTION
Toll Free in NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: **(919) 716-6050**
REPLY TO: K.D.STURGIS
(919) 716-6011
ksturgis@ncdoj.gov

INVESTIGATIVE DEMAND

TO: Samuel F. Sweet, Research Triangle Manager
Stephen Gould Company
1 Copley Parkway, Suite 106
Morrisville, NC 27560

TAKE NOTICE: You are required to produce to the undersigned on or before 5:00 p.m. on March 27, 2020, to the address shown below, the following records and documents:

{1} All records of each and every offer or quote to sell medical supplies and/or equipment, to any person or entity in North Carolina, communicated by you from Tuesday, March 10, 2020 to the date of your reply to this Investigative Demand;

{2} All records of each and every contract or agreement to sell medical supplies and/or equipment, to any person or entity in North Carolina, communicated by you from Tuesday, March 10, 2020 to the date of your reply to this Investigative Demand;

{3} All records of each and every sale of medical supplies and/or equipment by you, to any person or entity in North Carolina, from Tuesday, March 10, 2020 to the date of your reply to this Investigative Demand;

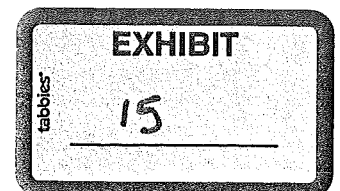
{4} All records of each and every offer to provide any discount, rebate, price reduction, reimbursement, kickback or anything of value in connection with any offer, agreement or contract specified in paragraphs {1} through {3} above.

{5} All records of each and every contract or agreement to provide any discount, rebate, price reduction, reimbursement, kickback or anything of value in connection any offer, agreement or contract specified in paragraphs {1} through {3} above.

WWW.NCDOJ.GOV

114 W. EDENTON STREET, RALEIGH, NC 27603
P. O. BOX 629, RALEIGH, NC 27602

919.716.6400



{6} All records of each and every instance transaction in which you provided to any person a discount, rebate, price reduction, reimbursement, kickback or any other thing of value in connection any offer, agreement or contract specified in paragraphs {1} through {3} above.

{7} All records of your net purchase price (i.e., your cost) of the items that are the subjects of paragraphs {1} through {6}, above.

{8} All records of your net selling price (i.e., inclusive of any discounts or rebates) of the items that are the subjects of paragraphs {4} through {6}, above, from January 1, 2020 to and including March 9, 2020.

{9} Documents sufficient to show the identity of all suppliers, including manufacturers, distributors and other sellers, of face masks with which you have done business from January 1, 2020 to the present.

{10} All documents consisting of, referring to, summarizing or reflecting all communications between you and each and every supplier, including each manufacturer, distributor or other seller, of face masks from January 1, 2020 to the present.

Definitions

For purposes of this Investigative Demand, the following definitions apply.

A. The terms “the company,” “you” and “your” mean Stephen Gould Company, any subsidiaries, and all present and former directors, officers, employees, agents (including counsel), representatives, or any persons acting or purporting to act on their behalf.

B. The terms “and” and “or” have both conjunctive and disjunctive meanings.

C. The terms “document” and “records” are defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in N.C. R. Civ. P. 34(a)(1). A draft or non-identical copy is a separate document within the meaning of these terms.

D. The term “including” means including, but not limited to.

E. The tem “medical supplies and/or equipment” includes medical face masks, including but not limited to N95 face masks.

F. The term “person” means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

Instructions

A. Documents produced shall be complete and, unless privileged, unredacted, submitted as found in the company’s files (e.g., documents that in their original condition were stapled, clipped, or otherwise fastened together, or maintained in separate file folders, shall be produced in such form). Documents

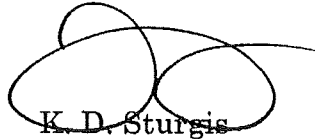
submitted shall be produced in the order in which they appear in your company's files and shall not be shuffled or otherwise rearranged.

B. Unless otherwise requested by a representative of the State, electronic documents (e.g., e-mail) and data shall be produced in electronic form only. Electronic documents and data shall be produced in a format that allows the State to access and use them, together with instructions and all other materials necessary to use or interpret the data, including record layouts and data dictionaries. For data submitted electronically, submit a description of the data's source. For documents and data submitted electronically, each electronic media device must be labeled so as to identify the contents of that media device. For electronic media containing electronic documents, the label must state which custodian's documents are contained on the device and the document

C. In producing documents, you must produce a legible copy of each document responsive to any Request together with all non-identical copies and drafts. All metadata of electronic documents must also be produced. You must retain all of the original documents for inspection or copying throughout the pendency of this matter.

Issued this the 20th day of March, 2020 under the authority of N.C.G.S. Sections 75-9 and 75-10.

JOSHUA H. STEIN
Attorney General



K. D. Sturgis
Special Deputy Attorney General