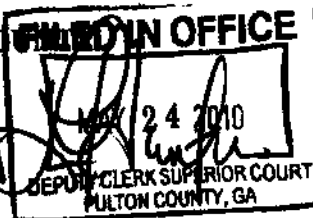


ORIGINAL

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



FRANCES D. KENDALL, M.D., and
FED, LLC,

Petitioners,

MEDICAL NEUROGENETICS, LLC

Plaintiff-Intervenor

v.

HORIZON MOLECULAR MEDICINE,
LLC; JSMD, LLC; AND JOHN
SHOFFNER, M.D.,

Respondents,

W. RUSSELL PATTERSON, JR.,

Defendant.

CIVIL ACTION NO.

2007-CV-138372

AMENDED COMPLAINT

Plaintiff-Intervenor Medical Neurogenetics, LLC ("Medical Neurogenetics") hereby files its Amended Intervenor's Complaint, asserting claims against William Russell Patterson, Jr., in his official capacity as receiver for Horizon Molecular Medicine, LLC, as well as in his personal capacity, and cross-claims against Dr. Frances D. Kendall, showing the Court the following:

PARTIES, JURISDICTION, VENUE AND SERVICE

1. William Russell Patterson, Jr. ("Patterson" or the "Receiver") is the Receiver in this action, appointed by the Court on January 3, 2008. As such, he is subject to this Court's jurisdiction. He can be served at Ragsdale, Beals, Seigler, Patterson & Gray, LLP; 2400 International Tower, Peachtree Center; 229 Peachtree Street, N.E.; Atlanta, Georgia 30303-1629.

2. Dr. Frances Kendall ("Dr. Kendall") is a resident of Fulton County, Georgia, and is the Petitioner in the underlying action.

3. Medical Neurogenetics, LLC is a Georgia limited liability company, which is authorized to conduct business in the State of Georgia.

4. Horizon Molecular Medicine, LLC ("Horizon") is a dissolved Georgia limited liability company and is a Respondent in the underlying action.

5. The venue of this action is proper pursuant to *O.C.G.A. § 9-10-30* and *§ 9-10-93*.

6. This Court has jurisdiction over the parties and over the subject matter of this action.

FACTS COMMON TO ALL COUNTS

7. Horizon was a medical practice formed by Dr. John Shoffner ("Dr. Shoffner") and Dr. Kendall. It specialized in metabolic and molecular genetic testing and consultation.

8. On August 13, 2007, Dr. Kendall filed a Petition for Appointment of Receiver and Decree of Dissolution of Horizon, which initiated the underlying case. The case was then stayed pending arbitration.

9. The arbitration proceedings between Dr. Kendall and Dr. Shoffner resulted in a December 13, 2007 Consent Order and Final Award, which was later made an Order of this Court.

10. On January 3, 2008, the Court entered its Consent Order Appointing Receiver, pursuant to which Patterson was appointed to oversee the orderly and expeditious dissolution and winding up of Horizon, including the disposition of its assets.

11. In particular, the Receiver was ordered to "take charge of all ... assets of Horizon and ... proceed to oversee the process of winding up and dissolving Horizon." (Consent Order at ¶ 2.) The Receiver was also charged with "satisfying all outstanding liabilities of Horizon" (*Id.* at ¶ 4.)

12. Subsequent to the dissolution of Horizon, Dr. Shoffner and his partner, Dr. Keith Hyland, formed Medical Neurogenetics, which also specializes in metabolic and molecular genetic testing and consultation.

13. On February 5, 2008, the Receiver and Medical Neurogenetics entered into an Asset Purchase Agreement (the "APA," attached hereto as Ex. A), pursuant to which Medical Neurogenetics purchased, at a cost of \$500,000.00, virtually all of the medical and business assets of Horizon, "wherever such assets [were] located." APA § 1.A. The Purchased Assets included, but were not limited to, "all ... data, ... clinical lab data and results, lab testing, patient charts, evaluation records, and personnel records" and "all other books, records, accounts, medical records and data, ... customer lists ..., files, business phone numbers and other documents and information owned by Horizon and used in the business." Id. § 1.A.(i) & (iii). An electronic copy of all such records was to be made at Closing.

14. However, it became apparent, as a result of certain patients' requests for records, that Medical Neurogenetics did not receive all of the Horizon assets that it purchased pursuant to the APA. Rather, Medical Neurogenetics has identified, to date, 75 former Horizon patients for whom records are missing, including patient charts, medical records, genetic test results, and demographic and identifying information. In addition to the physical copies of the identified records being missing, Horizon's computer database does not contain electronic copies (or contains only incomplete copies) of such records.

15. Medical Neurogenetics advised the Receiver that certain of the Purchased Assets appeared to be missing, both orally and in writing, on several occasions. Medical Neurogenetics further requested, on multiple occasions, that the Receiver seek to recover the missing records, which it believed had been removed from the Horizon premises by Dr. Kendall and/or Jan Gurr,

one of her colleagues, and to deliver all such records to it, in conformity with the terms of the APA. (See E-mail message from Meredith Burris, Amall Golden Gregory LLP, to Receiver, Mar. 9, 2009, attached hereto as Ex. B.)

16. By letter dated March 19, 2009, the Receiver responded that he did not have possession of the missing records and that he “absolutely d[id] not believe that Dr. Kendall removed any patient records.” (See Letter from Receiver to Ms. Burris, Mar. 19, 2009, attached hereto as Ex. C.) In that letter, the Receiver admitted that it was his intention under the APA “to leave *all* medical records and all patient records[] with Medical Neurogenetics, LLC.” *Id.* (emphasis added). While the Receiver offered a review of any backup data created from the records at Closing, this “offer” was transparent because the missing records were not delivered at Closing according to the Receiver’s contractual duty.

17. Upon the Receiver’s initial refusal to conduct a reasonable investigation into the location of the missing records, Medical Neurogenetics conducted its own investigation, in which it found substantial evidence to confirm its suspicion that the missing medical records had been removed from Horizon prior to its dissolution (but after the appointment of the Receiver) by Dr. Kendall and Ms. Gurr.

18. Specifically, a number of witnesses saw Dr. Kendall and Ms. Gurr, on many occasions, remove boxes of patient charts from the storage room in which they were kept. Several witnesses also saw Dr. Kendall and Ms. Gurr fleeing the Horizon premises with boxes containing patient records and other Horizon documents. Dr. Shoffner and others were able to retrieve three such boxes before Dr. Kendall and Ms. Gurr literally sped off with the others.

19. Medical Neurogenetics communicated the results of its investigation to the Receiver, including providing the Receiver with sworn affidavits from the witnesses that were

interviewed, and again asked the Receiver to pursue the return of the missing patient records, highlighting the importance of doing so from a patient and privacy perspective. (See Letter from Heather Michael, Arnall Golden Gregory LLP, to Receiver, May 26, 2009, attached hereto as Ex. D; E-mail message from Ms. Michael to Receiver, June 26, 2009, attached hereto as Ex. E.) The Receiver flatly refused, stating that any investigation into the whereabouts of the records would be a “waste of the limited remaining receivership assets.” (See E-mail message from Receiver to Ms. Michael, June 26, 2009, attached hereto as Ex. F.)

Count I – Breach of Contract
Against the Receiver in his Official Capacity

20. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

21. The APA is a valid and enforceable contract, supported by due legal consideration, and reflecting the mutual assent of the Receiver and Medical Neurogenetics.

22. Medical Neurogenetics has materially performed all of its obligations under the APA, including that Dr. Shoffner, a majority owner of Medical Neurogenetics, has taken reduced distributions from the Horizon dissolution that would otherwise belong to him as payment for the Purchased Assets in accordance with Section 2.D of the APA.

23. Pursuant to the APA, the Receiver agreed to deliver possession of the Purchased Assets, wherever they were located, to Medical Neurogenetics at Closing. *Id.* § 1.A.

24. Despite his affirmative obligation to deliver possession of all Purchased Assets to Medical Neurogenetics, the Receiver has failed to deliver the medical and patient records, including genetic test results and demographic and identifying information, for at least 75 former Horizon patients.

25. The failure to deliver the medical and patient records for 75 former Horizon patients

constitutes a material breach of the APA.

26. As early as March 9, 2009, and as late as June 26, 2009, Medical Neurogenetics, through its attorneys, advised the Receiver of his default and requested that he obtain the missing records from Dr. Kendall, who was believed to have possession of the missing assets. (See Exs. B, D, E.)

27. Nevertheless, the Receiver refused to locate, collect, or deliver the missing assets, stating that any investigation into the whereabouts of the records would be a waste of the receivership assets. (See Ex. F.)

28. The Receiver has breached the APA by failing to collect and deliver the Purchased Assets.

29. The Receiver has failed and refused to cure his breaches of the APA after reasonable and repeated demands.

30. Medical Neurogenetics seeks monetary damages and injunctive relief resulting from such breach, in an amount to be determined at trial. Such damages include but are not limited to the loss of use of the Purchased Assets since Closing, the diminution of the purchase price, and the costs incurred in attempting to locate them.

**Count II – Breach of the Implied Duty of Good Faith and Fair Dealing
Against the Receiver in his Official Capacity**

31. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

32. The Receiver is also obligated under the APA's implied duty of good faith and fair dealing that is inherent in every contract.

33. By the conduct set forth herein, the Receiver breached his implied duty of good faith and fair dealing by refusing to cooperate with Medical Neurogenetics, by failing to make reasonable

efforts to locate and obtain possession of the missing assets, and by refusing to conduct any meaningful investigation into their whereabouts.

34. As a direct and proximate result of the Receiver's breach of the implied duty of good faith and fair dealing, Medical Neurogenetics is entitled to recover actual and consequential damages in an amount to be determined at trial.

Count III – Specific Performance
Against the Receiver in his Official Capacity

35. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

36. Under the APA, Medical Neurogenetics agreed to purchase and the Receiver agreed to sell certain unique, sensitive, and irreplaceable patient and medical records.

37. Upon Closing, the Receiver failed to turn over the patient and medical records for at least 75 former Horizon patients.

38. These records are not only unique, but they also possess intrinsic value that cannot be fully compensated by monetary damages. The records contain privacy-protected patient information. Additionally, the medical data and records can be used in future research trials, patient care, diagnostic use, and grant proposals.

39. This is a contractual breach for which Medical Neurogenetics lacks any adequate remedy at law.

40. Accordingly, Medical Neurogenetics is entitled to an award of specific performance compelling the Receiver to return all undelivered Purchased Assets.

Count IV – Accounting
Against the Receiver in his Official Capacity

41. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the

preceding paragraphs of its Complaint.

42. The Receiver has failed to take charge of, collect, and/or preserve all of Horizon's assets in accordance with his Court-mandated duty and has failed to accurately account for the inventory he has received and/or sold and the revenues received by Horizon. With respect to the receivership assets, the Receiver has also failed to investigate the location of items he offered for sale that have been identified as missing, by claiming such investigation would be wasteful of receivership resources. The Receiver has further failed to provide an accounting for Horizon's accounts receivable, disbursements, and transfers made by him, which would be relevant to a disbursement dispute between the Receiver and Dr. Shoffner and which relates to Medical Neurogenetics' purchase price under the APA.

43. Medical Neurogenetics is without an adequate remedy at law to address the aforementioned wrongs and is therefore entitled to an equitable accounting, pursuant to O.C.G.A. § 23-2-70(2), of all assets collected, income generated, accounts receivable, disbursements made, and expenses incurred in relation to the receivership estate, from the date of the Receiver's appointment to the present.

Count V – Breach of Fiduciary Duty
Against the Receiver in his Official Capacity

44. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

45. The Receiver, as an officer and arm of the Court and as the principal person responsible for collecting and preserving the assets of the receivership estate of Horizon, owes fiduciary duties to, among others, Medical Neurogenetics, as a creditor and purchaser of Horizon's assets.

46. The Receiver held a further duty to Medical Neurogenetics to ensure that the

assets it purchased from the receivership estate were placed in Medical Neurogenetics' possession.

47. The Receiver has further duties with respect to his treatment of these records under federal and state privacy laws, including the federal Health Insurance and Portability Act of 1996 (HIPAA), 45 C.F.R. §§ 160, 164.

48. The Receiver has breached these fiduciary duties in at least the following ways: failing to preserve, protect, and gather all of the assets of Horizon in accordance with his Court-ordered duty; failing to conduct a meaningful and reasonable investigation into the whereabouts of Horizon's missing assets even when provided with sworn affidavits attesting to the location of those assets; failing to pursue the return of these records in violation of his obligations under applicable privacy laws; failing to remain impartial and unbiased as between the former partners of Horizon and being openly hostile to Dr. Shoffner, a former partner of Horizon and the current principal of Medical Neurogenetics; and failing to make application with the Court for further instructions or guidance regarding the missing files, the propriety of any investigation into their whereabouts, or the contractual liability imposed through his breach of the APA.

49. After conducting its own independent investigation, Medical Neurogenetics provided the Receiver with six sworn affidavits from persons who witnessed Dr. Kendall unlawfully remove patient and medical records from the Horizon offices. Dr. Kendall and her accomplice allegedly removed these assets after the Receiver was appointed to take charge of Horizon's assets and immediately prior to the formal execution of the APA.

50. Rather than investigate, the Receiver accepted as truth the simple and self-serving denial of Dr. Kendall that she did not take the missing assets. Upon information and belief, the Receiver conducted no further investigation.

51. The Receiver ignored the sworn affidavits from persons who witnessed Dr. Kendall's wrongful taking of the assets during Horizon's dissolution and further ignored Medical Neurogenetics' demand for a reasonable investigation.

52. As a direct and proximate result of the Receiver's breaches of fiduciary duty, Medical Neurogenetics has suffered and continues to suffer significant injury, including, but not limited to, failing to receive the assets it purchased from the receivership estate and having to expend resources to investigate the location of the missing assets after the Receiver refused to do so.

Count VI – Negligent Administration of the Receivership Estate, Waste of Receivership Assets, and Failure to Collect Receivership Assets Against the Receiver in his Personal Capacity

53. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

54. The Receiver was ordered by the Court to "take charge" of and preserve all assets of Horizon as of January 3, 2008.

55. The Receiver entered into the APA and sold receivership assets to Medical Neurogenetics before he had marshaled all of Horizon's assets for the benefit of the receivership estate.

56. As an officer of the Court, the Receiver owed duties to all persons having a beneficial or equitable interest in the receivership assets, in addition to the duties he owed to the Court.

57. When the Receiver entered into a contractual relationship with Medical Neurogenetics, Medical Neurogenetics became a creditor of the receivership estate and obtained a beneficial, equitable, and legal interest in the receivership assets.

58. With respect to creditors of the estate and receivership property, the Receiver owed a duty to act with ordinary care, competence, skill, and diligence with respect to his management of the receivership estate, his entry into contracts, his disbursement of receivership assets, and his collection of receivership property.

59. The Receiver breached those duties by acting without ordinary care, in a manner inconsistent with and contrary to the standard of skill, prudence, and diligence of receivers as officers of the Court.

60. Among other things, the Receiver was negligent in failing to take charge of all receivership assets, in failing to preserve such assets and permitting them to be converted and in selling assets of which he did not yet have possession.

61. The Receiver had an obligation to preserve Horizon's assets before they were wrongfully taken. He is personally liable for wasting receivership assets by not taking charge of them or preserving them and by not exercising reasonable diligence, as well as for his bad faith and lack of impartiality.

62. The Receiver has made no meaningful or reasonable attempt to recover receivership assets that have been specifically identified to him. The extent of his investigation was to content himself with limited and one-sided communications with Dr. Kendall, during which he accepted, without question, her blanket denials. The Receiver did not interview the Horizon employees who witnessed Dr. Kendall remove the missing files from the Horizon offices. Neither did he interview the Horizon employees whom Dr. Kendall asked to assist her in the wrongful removal of files from Horizon. Moreover, upon information and belief, the Receiver made no attempt to interview or talk with Dr. Kendall's accomplice in taking the files.

63. The Receiver's acts of negligence proximately caused harm to Medical

Neurogenetics in an amount to be determined at trial.

Count VII – Misappropriation of Trade Secrets
Against Dr. Kendall

64. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

65. The patient and medical records that were owned by Horizon and purchased by Medical Neurogenetics contained test results, testing methods, medical data, private patient data, and medical study data sheets that were kept confidential to Horizon and were not commonly known by or available to the public.

66. Horizon took efforts to ensure that such data remained private. Additionally, such data and records hold an intrinsic value derived, in part, by the fact that they are not commonly available.

67. Dr. Kendall knew that such records were the property of Horizon. She also had reason to know that Medical Neurogenetics was arranging to purchase the records and data from the receivership estate.

68. Dr. Kendall likewise had reason to know that Horizon and Medical Neurogenetics had taken and would take efforts to preserve the secrecy and confidentiality of such information.

69. Notwithstanding Dr. Kendall's knowledge, Dr. Kendall wrongfully acquired the patient and medical records for her own benefit and without any authorization or right of possession.

70. Dr. Kendall's actions in misappropriating the trade secrets of Horizon and Medical Neurogenetics were in violation of *O.C.G.A. § 10-1-760, et seq.*

71. In light of this violation, Medical Neurogenetics seeks injunctive relief pursuant to *O.C.G.A. § 10-1-762* and damages pursuant to *O.C.G.A. § 10-1-763*.

Count VIII – Trover and Conversion
Against Dr. Kendall

72. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

73. Medical Neurogenetics has exclusive title to the patient and medical records of Horizon's former patients, as described in the APA, as well as the right to immediate possession of the same.

74. Prior to Medical Neurogenetics obtaining title to such records, the records were the exclusive property of Horizon, a former Georgia limited liability company.

75. At no time were such files the property of either individual partner in Horizon, Dr. Shoffner or Dr. Kendall.

76. Despite the fact that she had no right to personally possess or enjoy the benefit of such records, Dr. Kendall intentionally exercised hostile and unauthorized possession and control over the patient and medical records for at least 75 of Horizon's former patients in a manner inconsistent with both Horizon's initial ownership and Medical Neurogenetics' current ownership.

77. Specifically, Dr. Kendall enlisted the aid of then-current Horizon personnel to remove those patient and medical records from the offices of Horizon, even though she had no legal right to seize or take Horizon's property. She unlawfully seized these records despite her knowledge that they would soon be purchased by Medical Neurogenetics.

78. Medical Neurogenetics has demanded, through the Receiver, that Dr. Kendall return the records, but Dr. Kendall has ignored these demands, has denied having possession of the records, and has refused to surrender the records to Medical Neurogenetics. Through this Complaint, Medical Neurogenetics hereby reiterates its demand to Dr. Kendall.

79. By retaining the patient and medical records, Dr. Kendall continues to wrongly assert dominion over the property of Medical Neurogenetics.

80. To the extent that such patient and medical records contained information not subject to the Georgia Trade Secrets Act as outlined in Count VII, Dr. Kendall is liable in conversion for the taking.

81. As a direct and proximate result of Dr. Kendall's wrongful refusal to surrender the records, Medical Neurogenetics has been injured in an amount to be determined at trial.

Count IX – Unjust Enrichment
Against Dr. Kendall

82. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

83. Dr. Kendall has been unjustly benefitted by virtue of her receipt and control of the patient and medical records owned by Medical Neurogenetics. She has obtained the benefit of using the records while depriving the true owner of such use.

84. Dr. Kendall has obtained an additional benefit as a result of the payment terms under the APA. Specifically, Dr. Shoffner's draw on the Horizon receivership disbursements was reduced by the amount of Medical Neurogenetics' \$500,000.00 purchase price. Thus, Dr. Kendall received a greater distribution from the Horizon dissolution, while simultaneously keeping certain of the assets that were sold from and which benefitted the receivership estate.

85. Notwithstanding Medical Neurogenetics' legitimate demands, Dr. Kendall has denied that she has possession of the records, even though she was witnessed taking them. She has refused to turn the records over to Medical Neurogenetics.

86. Dr. Kendall's refusal to turn over the records is offensive to principles of justice, equity, and good conscious.

87. Accordingly, Dr. Kendall has been unjustly enriched in an amount to be determined at trial.

Count X – Constructive Trust
Against Dr. Kendall

88. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

89. As detailed in the preceding allegations, Dr. Kendall has wrongfully and unlawfully obtained control over the property of Medical Neurogenetics through misappropriation of trade secrets, conversion, and/or unlawful taking.

90. Dr. Kendall has no beneficial or equitable right to possess this property, which belongs to Medical Neurogenetics and which cannot legally or in good conscious remain with Dr. Kendall.

91. It is necessary to prevent Dr. Kendall's unjust enrichment that a constructive trust be imposed over these assets.

Count XI – Injunctive Relief
Against the Receiver and Dr. Kendall

92. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

93. Pursuant to the terms of the APA, all of Horizon's patient and medical records were purchased by Medical Neurogenetics.

94. Files for at least 75 patients were not delivered to Medical Neurogenetics under the terms of the APA.

95. Despite a demand by Medical Neurogenetics, the Receiver has refused to investigate the whereabouts of the missing assets according to his obligation to do so, contractually and as an

officer of the Court.

96. Upon information and belief, Dr. Kendall has possession or control of these records. Despite a demand by Medical Neurogenetics, Dr. Kendall has refused to turn over these assets to the Receiver or to Medical Neurogenetics.

97. As a direct and proximate consequence of the Receiver's breaches of his fiduciary duties, his failure to perform his duties as required by law, and his failure to honor his contractual obligations, and as a direct and proximate consequence of Dr. Kendall's conversion and misappropriation, Medical Neurogenetics has suffered and, absent intervention by this Court, will continue to suffer irreparable injury.

98. To the extent that monetary damages cannot fully compensate Medical Neurogenetics, Medical Neurogenetics lacks an adequate remedy at law.

99. Medical Neurogenetics seeks a mandatory injunction against the Receiver to conduct a reasonable and meaningful investigation into the whereabouts of the missing assets, obtain possession over them, and deliver them to Medical Neurogenetics pursuant to the terms of the APA.

100. Medical Neurogenetics also seeks a mandatory injunction against Dr. Kendall to promptly deliver the patient and medical records and any copies, in whatever form, of the records to Medical Neurogenetics.

Count XII – Punitive Damages
Against Dr. Kendall

101. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

102. Dr. Kendall's actions, as illustrated herein, have demonstrated willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the

presumption of conscious indifference to their consequences. Dr. Kendall has further acted with the specific intent to cause harm to Medical Neurogenetics through her intent to cause harm to her former partner, Dr. Shoffner. Accordingly, Medical Neurogenetics is entitled to an award of punitive damages against Dr. Kendall pursuant to *O.C.G.A. § 51-12-5.1*.

Count XIII – Attorneys’ Fees
Against the Receiver and Dr. Kendall

103. Medical Neurogenetics incorporates and reasserts, as if fully set forth herein, all the preceding paragraphs of its Complaint.

104. The Receiver and Dr. Kendall have each acted in bad faith, have been stubbornly litigious, and have caused Medical Neurogenetics unnecessary trouble and expense.

105. Accordingly, pursuant to *O.C.G.A. § 13-6-11*, Medical Neurogenetics is entitled to recover its reasonable attorneys’ fees and expenses of litigation from either or both of them, jointly and severally.

WHEREFORE, Medical Neurogenetics respectfully prays as follows:

- (a) that the Receiver be required to make an accounting;
- (b) that this Court enter a judgment in favor of Medical Neurogenetics and against the Receiver and Dr. Kendall for each and every cause of action asserted in this Complaint;
- (c) that this Court order specific performance under the Asset Purchase Agreement, requiring the Receiver to deliver all missing Purchased Assets;
- (d) that a constructive trust be imposed over all wrongfully obtained and missing receivership assets;
- (e) that Medical Neurogenetics be awarded actual, compensatory, and consequential damages, expenses of litigation, and reasonable attorneys’ fees against the Receiver;
- (f) that Medical Neurogenetics be awarded actual, compensatory, consequential, and

punitive damages, expenses of litigation, and reasonable attorneys' fees against Dr. Kendall;

(g) that this Court issue an Order granting an injunction or other mandatory equitable relief compelling the Receiver to conduct a meaningful investigation into the location of the missing assets, to take charge of such assets, and to deliver such assets to Medical Neurogenetics;

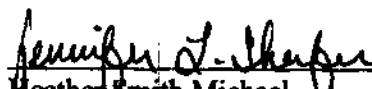
(h) that this Court issue an Order granting an injunction or other mandatory equitable relief compelling Dr. Kendall to turn over the wrongfully converted assets that are owned by Medical Neurogenetics; and

(i) for such other, further, and additional relief as the Court may deem just and proper under the evidence and the law.

This 24th day of May, 2010.

Respectfully submitted,

ARNALL GOLDEN GREGORY LLP


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