



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

VIACHESLAV POTANIN,

*Plaintiff,*

v.

MICHAEL MAYMAN,

*Defendant,*

and

SI POWER LLC

*Nominal Defendant.*

C.A. No. 2017-0258-SG

**[PROPOSED] FINAL ORDER AND JUDGMENT**

WHEREAS plaintiff Viacheslav Potanin ("Plaintiff") filed his Complaint in this action;

WHEREAS Plaintiff properly served defendant Michael Mayman ("Defendant") with a summons and a copy of the Complaint;

WHEREAS Defendant filed a motion to dismiss on May 15, 2017;

WHEREAS Defendant's motion to dismiss was denied on August 10, 2017;

WHEREAS Defendant's response to the Complaint was due on August 24, 2017;

WHEREAS Defendant has failed to answer the Complaint, to plead or otherwise defend this action;

WHEREAS Plaintiff has moved for a default judgment to be entered against Defendant pursuant to Chancery Court Rule 55(b); and

WHEREAS good cause has been shown;

JUDGMENT IS HEREBY ORDERED in favor of Plaintiff and against Defendant as follows:

1. A judgment by default is hereby entered in favor of Plaintiff and against Defendant on Counts I through VI of Plaintiff's Complaint.

2. The allegations of the Complaint are deemed admitted by virtue of Defendant's default.

3. Plaintiff is the 99% owner of SI Power LLC, a Delaware limited liability company, and is the sole manager and managing director of SI Power LLC.

4. Defendant is the 1% owner of SI Power LLC, is not a manager or managing director of SI Power, and has no authority to act on its behalf.

5. Defendant is permanently enjoined from acting or purporting to act on behalf of SI Power LLC and from representing himself as a managing director of SI Power LLC.

6. Through his actions alleged in the Complaint, Defendant breached Section 5.2 of the LLC agreement of SI Power LLC, Defendant breached his duty

of loyalty to SI Power LLC, and Defendant has been unjustly enriched by his wrongdoing.

7. Defendant must pay SI Power care of Plaintiff: (1) \$2,218,000 in actual damages; (2) prejudgment interest at the legal rate compounded quarterly from August 24, 2014, to the date this judgment was granted; and (3) post-judgment interest at the legal rate compounded quarterly on the actual damages plus all prejudgment interest, from the date this judgment was granted until the judgment has been paid in full.

8. Defendant must pay Plaintiff his costs incurred in this action, totaling \$2,862.50.

SO ORDERED, this 9<sup>th</sup> day of January, 2019.



Vice Chancellor Sam Glasscock III