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Case No. 2024-1296-SEM

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ANUJ GUPTA,

Plaintiff, \

v.\

STEFAN SAFKO and SCOTT HARVEY,

Defendants.

C.A. No. 2024-1296-SEM

PLAINTIFF'S COMBINED OPPOSITION BRIEF TO DEFENDANTS' MOTION TO DISMISS AND REQUEST FOR TAILORED RELIEF UNDER 8 DEL. C. § 220

(and Proposed Order)

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On inspection-based tolling and estoppel in Delaware: commentary and decisions recognizing fact-specific tolling aligned to diligent § 220 prosecutions and closely related claims.

PRELIMINARY STATEMENT

This case is a straightforward Section 220 action about transparency and accountability—not a referendum on business strategy. Plaintiff seeks a tailored inspection of the Company's books and records to evaluate whether fiduciaries discharged their duty of loyalty when negotiating and closing the asset sale to Luminar Technologies, Inc. The request is limited and remedial: it asks for the "necessary and essential" materials to test credible evidence of undisclosed inducements and conflict-laden employment compensation tied to the transaction. Delaware law—**AmerisourceBergen**, **KT4**, and **Wal-Mart**—makes clear that where formal records are silent or incomplete, inspection extends beyond minutes to countersigned agreements and targeted ESI. The record here already provides "some evidence" of misconduct and concealment; the remedy is inspection, not dismissal.

Plaintiff proceeds on multiple converging factual pillars, each independently sufficient to satisfy the credible-basis standard and, taken together, painting a coherent picture of side-payments and compensation routed off the official books. First, Company counsel transmitted a **$500,000 discretionary inducement** to the Founding CEO, Sravan Puttagunta—paired with a broad release waiver—in direct

connection with the Luminar transaction. He declined. The fact the offer was extended at all sets a clear precedent that similar offers were likely made to other insiders or key stakeholders whose cooperation was necessary to consummate the deal.

Secondly although Sravan Puttagunta, the founding CEO, was the single largest stockholder, his refusal to accept inducements or surrender his vote by proxy left Fabien Chraim, the second-largest holder, in a position of effective control over the approval of the Luminar transaction with roughly a 16-18% vote in favor of the transaction. Delaware law treats such circumstances as the functional equivalent of control. In *Kahn v. Lynch Communications Systems, Inc*., 638 A.2d 1110 (Del. 1994), the Supreme Court held that a stockholder who exercises actual control over a transaction—whether through equity percentage or situational leverage—is deemed a controlling stockholder subject to the duty of loyalty. Here, contemporaneous text communications show Chraim expressly acknowledged his authority to cast the block of common votes and attempted to coerce Puttagunta into granting him proxy authority over Puttagunta's shares, despite conceding that the deal was "not fair."

Unlike Sravan, who rejected a $500,000 inducement paired with a broad release, Chraim accepted undisclosed personal benefits and concealed them from the other common holders. Concealment of such side arrangements squarely implicates the principles of *Weinberger v. UOP, Inc*., 457 A.2d 701 (Del. 1983), which requires both fair dealing and full disclosure when fiduciaries or controllers stand on both sides of a transaction. Where a controlling stockholder's vote is compromised by undisclosed inducements, the approval itself becomes suspect and triggers the *entire fairness* standard of review. As the Supreme Court confirmed in *Corwin v. KKR Financial Holdings LLC*, 125 A.3d 304 (Del. 2015), cleansing stockholder approval requires that the vote be fully informed and uncoerced; a tainted controlling vote cannot satisfy that standard.

The contrast between Sravan's refusal and Chraim's acceptance is probative. Delaware law holds that even the appearance of coercion or misaligned incentives in connection with a controlling shareholder's vote justifies inspection. In *AmerisourceBergen Corp. v. Lebanon Cty. Emps.' Ret. Fund*, 243 A.3d 417 (Del. 2020), the Court reiterated that the credible-basis standard is a "low bar" and requires only "some evidence" of possible wrongdoing to justify inspection. Here, the evidence is not speculative: it consists of (i) written communications from

Chraim himself acknowledging his role in controlling the common vote, (ii) his effort to secure proxy authority from Sravan, and (iii) his acceptance of inducements while concealing them. This is textbook "some evidence" that the decisive consent was tainted, providing a proper purpose for inspection under § 220. The following evidence is cited in Exhibit F

Third, the **Condor term sheet** and related closing conditions made employment relationships with the buyer a functional condition to closing, through offer letters, restrictive covenants, invention-assignment agreements, and release agreements—mechanisms that align fiduciaries with the buyer's interests and, if undisclosed, compromise loyalty to the seller's stockholders. The Asset Purchase Agreement ("APA") confirms that closing was conditioned on **Key Employees** (defined as Scott Harvey, Stefan Safko, and Satya Vakkaleri) accepting employment and executing Buyer's standard IP-assignment and restrictive-covenant forms, and it required specific insiders (including Safko, Vakkaleri, and Harvey) to sign **release agreements** as part of the closing deliverables.

Fourth, contemporaneous evidence shows that **Solfice India** employees—non-equity, non-fiduciary personnel—received **six-figure closing awards**. That level of

payout to non-fiduciaries strongly implies that insiders received materially larger compensation, yet the Company's board minutes are silent and Luminar's SEC filings do not mention it. The silence is probative: it points to a scheme to move compensation out of the formal governance record.

Fifth, **Luminar's Forms 10-Q** show only about **$700,000** in stock-based awards associated with the Solfice acquisition. The India team alone comprised roughly ten employees; even a conservative per-employee award of ~$70,000 would **fully consume** the ~$700,000 reported. That leaves no visible room for management-level compensation in Luminar's public disclosures, reinforcing the inference that **insider compensation was routed through Condor or another affiliate structure** and **omitted** from both the Company's minutes and Luminar's filings.

Sixth, the APA's **Notices** clause channeled formal transaction communications for the seller to **Stefan Safko's personal Gmail account—"civilmapsprocess@gmail.com"**—rather than a corporate Solfice domain, a deliberate choice to conduct critical transaction business through **non-corporate ESI**. Delaware law recognizes that when fiduciaries conduct corporate business outside official channels, stockholders are entitled to inspect those **personal**

accounts where the business was conducted because the company "has no one to blame but itself" for the absence of formal records. That is textbook **KT4**.

Finally, the APA's definitions and closing mechanics corroborate the presence of **transaction-linked compensation** and **release mechanics** that never appear in the minutes: (i) "Unpaid Transaction Expenses" expressly include **change-in-control, sale, retention, severance, or similar bonuses** or benefit accelerations to officers, directors, or employees; (ii) "Employee Offer Letters," "Buyer CIIAA," and **restrictive covenants** were conditions to closing; (iii) a broad, **global release** (including a Section 1542 waiver) was part of the required closing deliverables; and (iv) closing deliverables included turning over administrator access to **Cloud Software Accounts** and the **Books and Records**, confirming that the relevant ESI exists and was, by agreement, within the parties' contemplation as "Purchased Assets."

Against this factual backdrop, Defendants chose **procedural resistance** over production. They refused certified mail (which carries presumptive notice under 10 Del. C. § 3104(h)(2)), forcing Plaintiff to incur the costs of personal service; they then **voluntarily appeared** and filed a skeletal, pre-answer motion seeking

dismissal with prejudice. Rule 21 forecloses dismissal for misjoinder or nonjoinder—the remedy is joinder or amendment, and Plaintiff has undertaken that cure. Personal jurisdiction is supplied by 10 Del. C. § 3114 over nonresident directors and officers for claims arising from their corporate roles; § 3104 independently supports jurisdiction tethered to Delaware governance rights under § 220. In a summary proceeding designed for **prompt inspection**, such a "kill shot" motion with no contemporaneous evidentiary showing is the opposite of what Delaware law endorses.

The Court should **deny the motion** and order a **staged, inside-out inspection** calibrated to the credible basis shown: (i) directors' files, board materials, countersigned inducement/compensation agreements, and ESI from the **personal and corporate accounts** through which the transaction was conducted; (ii) counterparts and responsive materials held by **Luminar and its affiliates** (including Condor), as contemplated by the APA's closing-condition architecture; and (iii) limited third-party subpoenas only if material gaps remain. The order should require **sworn custodian certifications**, a **categorical privilege log**, **confidentiality protections** consistent with **Tiger v. Boast Apparel**, equitable

tolling and estoppel from December 13, 2024 through substantial completion, and **fee shifting** to deter continued obstruction.

I. The $500,000 Inducement Offer to Founding CEO—and What It Proves

1. Company counsel offered Founding CEO, Sravan Puttagunta, a **$500,000 discretionary payout** in connection with the Luminar sale, conditioned on execution of a broad release waiver. He declined. On its face, the proposal is a material conflict—an effort to secure a fiduciary's cooperation with a personal cash benefit paired to a waiver designed to suppress accountability.

2. The existence of this inducement is consequential for Section 220. The credible-basis standard requires "some evidence" from which a court may infer wrongdoing; it does not demand proof to a merits standard. An **actual inducement offer** from counsel to the founding CEO is more than "some evidence." It is a direct demonstration that compensation mechanisms existed **outside** formal board processes and were aimed precisely at those with leverage over the transaction's outcome.

3. The offer's **structure** magnifies the conflict: a one-time cash payout tethered to a **release** is a classic independence-compromising device. It puts a fiduciary to a choice: accept money and surrender claims, or refuse and risk exclusion from the transaction's upside and future alignment with the buyer. Delaware courts recognize that such mechanisms distort incentives and are material to stockholders. That is why **Wal-Mart** ordered inspection beyond minutes where compensation and conflict information was omitted from formal records.

4. The inducement to Founding CEO logically implies **parallel offers** to others whose votes, signatures, or cooperation were needed. Fiduciary loyalty is compromised not only when inducements are accepted, but when the process deploys inducements to shape outcomes. Even if some insiders declined, the presence of the mechanism—evidenced here—establishes the **credible basis** to inspect countersigned agreements and communications to learn **who** accepted, **what** they received, and **when** the offers were discussed and approved.

II. Fabien Chraim's Role as Controlling Shareholder in the Transaction

Although Puttagunta, the founding CEO and affidavit supporter, is the Company's single largest stockholder, his refusal to accept inducements and to proxy his

voting power meant that Fabien Chraim, the second-largest stockholder, functioned as the controlling common holder in the Luminar sale. Delaware courts recognize that control need not be absolute; it is enough where a stockholder's position is outcome-determinative. *Kahn v. Lynch Commc'ns Sys., Inc.*, 638 A.2d 1110, 1113–14 (Del. 1994). Here, Chraim's swing vote was decisive, and contemporaneous text communications show he knew it. He explicitly described himself as casting the entire block of common votes and attempted to coerce Puttagunta into granting him proxy authority. Those same communications also confirm that Chraim initially believed the deal was "not fair." Yet, two weeks before the transaction closed, he abruptly switched his vote in favor of the sale. The only plausible explanation for that reversal, in light of his prior admissions, is that he accepted inducements or side arrangements that he failed to disclose. Unlike Puttagunta, who rejected a $500,000 inducement tied to a broad release, Chraim accepted undisclosed benefits and concealed them from his fellow stockholders. By switching positions at the critical moment and providing the swing consent necessary for closing, Chraim exercised de facto control and carried the deal.

Tainted Vote and the Mandate for Entire Fairness Review

The decisive vote in favor of the transaction is therefore tainted. Delaware law

does not tolerate transactions where approval rests on a controlling stockholder's compromised consent. *Weinberger v. UOP, Inc*., 457 A.2d 701, 710 (Del. 1983), established that when fiduciaries or controllers stand on both sides of a deal or obtain personal benefits, the entire fairness standard applies, requiring proof of both fair dealing and fair price. In *Emerald Partners v. Berlin*, 787 A.2d 85, 91–92 (Del. 2001), the Court made clear that fairness review cannot be cleansed by formalities when controller conflicts infect the process. And in *Cinerama, Inc. v. Technicolor, Inc*., 663 A.2d 1156, 1163–64 (Del. 1995), the Court emphasized that where material facts are withheld or misrepresented, the burden remains on fiduciaries to prove fairness.

Nor can Defendants invoke the *Corwin* doctrine, which shields transactions approved by a "fully informed, uncoerced" majority of disinterested stockholders. *Corwin v. KKR Fin. Hldgs. LLC*, 125 A.3d 304, 313–14 (Del. 2015). A vote carried by a controlling stockholder who accepted undisclosed inducements and pressured another stockholder to cede voting rights is neither fully informed nor uncoerced. Indeed, *Corwin* presumes disclosure and independence; it collapses where, as here, the controller's vote was secretly purchased.

Fairness review matters because it places the burden where it belongs—on fiduciaries and controllers who orchestrate conflicted transactions—to prove the deal was entirely fair to the stockholders. Without inspection of the inducement agreements, release waivers, and related communications, stockholders cannot test whether the Luminar sale satisfied that standard. The credible-basis showing here is more than adequate: (i) Chraim admitted the deal was "not fair," (ii) he switched his vote only two weeks before closing, (iii) he provided the decisive swing consent, and (iv) he accepted undisclosed benefits. This is precisely the scenario § 220 is designed to address—where formal minutes are silent, and where inducements and conflicts that taint the stockholder vote can only be uncovered by inspection.

III. Employment-Contingent Closing Conditions and Embedded Releases

1. The APA's closing conditions required that **Key Employees**—defined as **Scott Harvey, Stefan Safko, and Satya Vakkaleri**—accept **Employee Offer Letters** and execute Buyer's **confidential information and invention assignment agreements** and a **Restrictive Covenant Agreement**. This is not ancillary

paperwork; it cements that the transaction's consummation turned on **employment alignment** with the buyer.

2. The same subsection requires the Seller-employee cohort listed on Schedule B to accept **offer letters** and execute Buyer CIIAAs—and not express any interest in terminating post-closing employment. That is a **retention-through-closing** structure. It confirms the economic reality that employment and compensation were not merely consequences of the deal; they were **conditions** to it.

3. The conditions go further. The APA obligates **specific insiders**—"**Stefan Safko, Satya Vakkaleri, Scott Harvey, Nathan Monahelis, and Nicholas Stanley**"—to execute **release agreements** with the Seller regarding Accrued Employee Amounts, in the form attached as **Exhibit H**. Those releases sit on top of a separate **global release** covenant running from the Seller to the Buyer and its affiliates, drafted to be "**complete, global and all-encompassing**" and expressly waiving **California Civil Code § 1542**. The dual-release architecture mirrors the **inducement-plus-waiver** structure offered to the Founding CEO.

4. The APA's **Employment Condition** definition underscores the importance of these arrangements: continued employment and "good standing" after closing

satisfy vesting conditions; even if an individual is terminated **not for cause** or resigns for **Good Reason**, the Employment Condition is deemed satisfied for future vesting dates. That protective drafting is a hallmark of **RSU-based employment inducements** and is precisely the kind of compensation architecture that, if omitted from minutes and public filings, demands inspection under **KT4**.

IV. The Deliberate Use of Personal Gmail for Transaction Notices

1. As evidenced in Exhibit E, The APA's **Notices** provision directs all formal notices to Solfice to **Stefan Safko** at **"civilmapsprocess@gmail.com."** In a negotiated acquisition agreement, the choice of a **personal Gmail address** for official notices is not accidental drafting. It reflects an operational decision to route sensitive, transaction-critical communications through an **account outside the Company's corporate IT systems** and beyond routine corporate retention controls.

2. The legal significance is direct. **KT4** teaches that when a company (or its fiduciaries) conduct corporate business in email or other **non-formal** channels, the stockholder is entitled to inspect those communications **because** the company "has no one to blame but itself" for the absence of formal records. Here, the APA itself

proves that deal communications were structured to flow through **personal email ESI**, meeting **KT4**'s predicate on the face of the contract.

3. The **Books and Records** purchased by Luminar include originals or copies of operational records and data—confirming that such materials exist and were transferable. And the closing deliverables require delivery of administrator access to **Cloud Software Accounts**—again, ESI by design. Together, those provisions corroborate Plaintiff's position: the relevant **emails, cloud accounts, and digital artifacts** are part of the transaction record and within the scope of inspection.

4. The Notices clause also tightens the inference of **concealment**. If inducement communications, employment negotiations, or release coordination were executed through Safko's Gmail and parallel channels for other insiders, then the absence of those topics from the **board minutes** is unsurprising. The law does not allow respondents to **avoid inspection** by transacting outside the minutes and then pointing to the minutes' silence. That is precisely the scenario **Wal-Mart** and **KT4** address.

V. Transaction-Linked Compensation Was Contemplated—and Kept Off the Minutes

1. The APA's definitional section confirms that the parties contemplated transaction-linked compensation. "**Unpaid Transaction Expenses**" explicitly includes the aggregate amount of **change in control, sale, retention, severance, or similar bonuses or payments** or the value of **benefit accelerations** to any current or former director, officer, or employee. This language matters: it proves the **category of payments** at issue existed within the transaction structure, even if the specific payees and amounts were **not recorded** in the minutes.

2. The **employee-facing closing conditions** (offer letters, Buyer CIIAAs, restrictive covenants) are hardwired into **Section 7.2(e)** and require both the **Key Employees** and the **Schedule B** cohort to accept buyer employment on the buyer's paper. The structure presupposes **new compensation arrangements**—offer letters with RSU grants or bonuses—to take effect at or after closing.

3. The mandatory **release agreements** for named insiders are equally telling. And the Seller-to-Buyer **global release** (with the § 1542 waiver) shows that **comprehensive clean-slating** of claims was a transactional objective. When

release mechanics are paired with **employment-contingent closing**, it is rational to infer **economic consideration**—cash, RSUs, or both—tied to those releases.

4. None of this appears in the minutes. That disconnect is the very **gap** Section 220 exists to close. Where substantive economic arrangements are embedded in deal paper and closing conditions—but **absent** from the board's formal record—inspection must reach the **countersigned agreements** and the **emails** that operationalized them.

VI. The India-Team Awards and the 10-Q Discrepancy

1. Plaintiff has contemporaneous unverified information that **Solfice India** personnel—approximately **ten** non-equity employees—received **six-figure** awards at closing. This is not routine severance. It is acquisition-linked compensation for a non-fiduciary cohort. Although not considered admissible evidence in Delaware's Section 220 cases, it brings to light additional scrutiny needed on **Lumina's 10-Q disclosures** and the need for them to be cross referenced against the inducement agreements.

2. Luminar's **10-Q** disclosures show only **~$700,000** in stock-based awards associated with the Solfice transaction. Even a conservative estimate of **$70,000** per India-team member would **exhaust** the entire ~$700,000. The math is simple and the inference is unavoidable: if non-fiduciary awards consumed the publicly disclosed pool, **management-level compensation** must have been accounted for **elsewhere**.

3. The "elsewhere" is consistent with the APA and the deal architecture: **Condor** or related affiliates. The **Employment Condition** and **Employee Offer Letter** framework—together with restrictive covenants and release agreements—shows where the insider packages would reside: **offer letters, RSU agreements, side letters, and closing releases** kept outside the Company's board minutes and, tellingly, outside Luminar's summarized stock-based compensation line items.

4. This **disclosure gap** is powerful § 220 evidence. When **public filings** conflict with evidence of actual payouts, and when **minutes** omit the corresponding approvals, Delaware law entitles stockholders to inspect the **underlying agreements** and **communications** to reconcile the conflict and test for **loyalty breaches**.

VII. Why the Law Requires ESI and Personal-Account Discovery Here

1. AmerisourceBergen confirms the framework: once a stockholder shows a proper purpose and "some evidence" of possible wrongdoing, the Court must order an inspection **tailored** to that purpose. The inspection may extend beyond formal minutes. It should be **practical**, aimed at the materials that "address the crux of the proper purpose."

2. KT4 then addresses the channel problem. If a company conducts business by **email** or other electronic communications and the **minutes are incomplete**, the stockholder can obtain **emails and ESI** because the company "**has no one to blame but itself**" for channeling governance outside the corporate books. This APA places official notices to **Safko's Gmail** and builds in cloud-account deliverables—precisely the predicate KT4 contemplates.

3. Wal-Mart addresses the content gap. Where formal records omit **material compensation** or **conflict** information, the Court may order inspection beyond minutes. The inducement to Plaintiff, the employment-contingent closing, the named-insider releases, and the India-team payouts all fit the Wal-Mart pattern.

4. This is not a fishing expedition; it is a targeted request driven by **documented inducements** and **contractual structures** that were deliberately **kept off** the minutes and, in the case of Gmail notices, routed **outside** corporate systems.

VIII. Defendants' Procedural Gambits Do Not Defeat Inspection

1. Service and appearance. Defendant Harvey received certified mail; Defendant Safko **refused** certified mail—an act that, under **10 Del. C. § 3104(h)(2)**, supplies presumptive evidence of notice—and was then **personally served**. Both Defendants **voluntarily appeared**. In a summary § 220 proceeding, nothing more is required.

2. Jurisdiction. 10 Del. C. § 3114 confers personal jurisdiction over nonresident directors and officers for claims arising from their corporate roles; **§ 3104** independently supports jurisdiction for Delaware statutory governance rights like **§ 220**. The **APA's** Delaware-law and jurisdiction clauses further underscore the foreseeability of Delaware oversight for disputes intertwined with the sale. (Section 7.4 text recognizing compliance with the Agreement's provisions);

coupled with **Article 10** jurisdiction and governing-law provisions listed in the Table of Contents.

3. Joinder. Any misjoinder or nonjoinder is cured by **Rule 21** through **amendment**, not dismissal. Plaintiff has undertaken that cure.

4. The motion to dismiss. A **pre-answer, barebones "kill shot"**—listing rule numbers and demanding dismissal with prejudice without a contemporaneous evidentiary showing—**misuses** a § 220 summary proceeding. Delaware law pushes these cases **toward tailored relief**, not merits-style dispositive motion practice untethered to a record.

IX. Equity: Tolling, Estoppel, and Fee Shifting

1. Plaintiff filed on **December 13, 2024** and has prosecuted diligently. The period spent obtaining inspection while respondents resist production is equitably **tolled**. **AmerisourceBergen** recognizes tolling and **estoppel** for the time consumed by inspection efforts undertaken to investigate potential wrongdoing ultimately asserted in later claims.

2. Defendants produced **nothing**—not even an inventory of what exists—while forcing needless service skirmishes and a pre-answer dismissal motion. That conduct warrants **fee shifting**. In Section 220 cases, fee shifting is appropriate where a respondent acts in **bad faith**, stonewalls production, or leverages procedural technicalities to "stall and expire" inspection.

3. Equity is not neutral here. The inducement and release architecture (both **contractual** and in practice), the channeling of notices through **Gmail**, the presence of **Cloud Software Accounts** and **Books and Records** as purchased assets, and the **10-Q** discrepancy together show purposeful opacity. Fee shifting discourages repetition of these tactics and aligns incentives with Section 220's remedial purpose.

4. Plaintiff requests an order expressly providing that **tolling/estoppel** runs from **December 13, 2024** through **substantial completion** of production, with a finding that Defendants' resistance prolonged the timeline, and an award of **fees and costs** incurred to secure the inspection.

X. Tailored "Inside-Out" Inspection Order

1. Stage 1 — Directors' Files and Countersigned Paper. Production of: (a) the directors' and officers' files; (b) board packages, minutes, and **final, countersigned** agreements concerning compensation, inducements, releases, employment, and RSUs; (c) employment offer letters, RSU agreements, restrictive covenant agreements, and Buyer CIIAAs for the **Key Employees** and the Schedule B cohort identified in the APA; and (d) all communications (email, messaging, cloud workspaces) **from personal and corporate accounts** where transaction business was conducted, including **Safko's Gmail** identified in the APA's Notices provision.

2. Stage 2 — Counterparts from Luminar and Affiliates (including Condor). To the extent the Company does not possess executed counterparts or final forms, Defendants must **request, collect, and produce** the readily obtainable counterparts from **Luminar, Condor, and other affiliates** referenced in the APA's closing conditions (Employee Offer Letters, CIIAAs, restrictive covenants, Seller Release Agreements). The APA contemplates these documents and their delivery as closing requirements; they are not speculative.

3. Stage 3 — Narrow Third-Party Subpoenas (Only if Gaps Remain). If material gaps persist after Stage 2, limited third-party subpoenas to Luminar, Condor, and any involved outside counsel (Perkins Coie for the seller; Orrick for the buyer) are appropriate, calibrated to the **specific categories** above. (The APA names the outside counsel in its Notices subsection for Buyer, underscoring custodianship of relevant closing documents.)

4. Certifications and Privilege. Each custodian should execute a **sworn certification** describing the **systems searched** (including personal email and messaging), **terms used**, **time windows**, and **sources accessed**, with a **categorical privilege log** sufficient to enable challenges without over-burdening the proceeding.

5. Confidentiality Protections. A standard **Tiger** protective order will guard sensitive information while preserving Plaintiff's right to use it for evaluation and follow-on remedies.

6. Timing and Format. Rolling production on a short schedule, beginning with final, countersigned agreements and the APA-referenced closing deliverables (Employee Offer Letters, RSU grant letters if any, Buyer CIIAAs, restrictive

covenants, Seller Release Agreements, and the global release), followed by ESI hits responsive to targeted search terms.

XI. Why the Relief Is Proportional and Necessary

1. The requested inspection mirrors the **evidence**: inducements (one proven to Plaintiff) plus releases, employment-contingent closing conditions, Gmail-channeled notices, cloud-account deliverables, and a 10-Q discrepancy that cannot be reconciled without the **underlying agreements** and **communications**.

2. The scope is **narrow** and tracks the **APA**: Key Employees, Schedule B employees, Employee Offer Letters, Buyer CIIAAs, restrictive covenants, Seller Release Agreements, global release, Cloud Software Accounts, and Books and Records.

3. The request for **ESI** is not gratuitous; it is compelled by **KT4** and the parties' own choices. When notices and closing coordination are routed to **personal Gmail** and cloud tools, a minutes-only production is necessarily **incomplete** and **insufficient**.

4. The relief is **proportional** because it avoids broad fishing through all corporate communications. It is limited to custodians and channels the APA itself identifies (Key Employees, Schedule B; Buyer and seller counsel; Cloud Software Accounts; Gmail notices), and it prioritizes **final, countersigned paper** and **closing deliverables** before more intensive ESI.

XII. What This Is—and Is Not

1. This is not a merits challenge to the commercial wisdom of selling assets to Luminar. It is a **Section 220** request to see the **core documents** that test **loyalty** in the face of documented inducements and undisclosed employment compensation.

2. This is not discovery at large. It is a **targeted inspection** tailored by **AmerisourceBergen** and **Wal-Mart** to address the precise evidentiary gaps created when compensation and releases are embedded in **closing conditions** and **off-record channels**.

3. This is not speculative. It is grounded in: (a) a **$500,000** inducement offer made to Plaintiff (declined) and paired with a **release**; (b) APA-mandated **employment conditions**, **Buyer CIIAAs**, **restrictive covenants**, and **insider releases**; (c) a **Gmail** notices channel; (d) **Cloud Software Accounts** and **Books and Records** as

purchased assets; and (e) a **10-Q** discrepancy that, when matched to **India-team awards**, strongly implies **insider compensation** was routed **outside** the Company's minutes and **outside** Luminar's summarized disclosures.

4. This is not a case for dismissal. It is exactly the kind of case **Section 220** was designed to address: where formal records go **dark** on conflicts and inducements, inspection shines the **light**.

XIII. Defendants Possess Executed Counterparts - No Evasion

1. Counterparties' Obligation to Retain

Defendants cannot plausibly disclaim possession of the very documents Plaintiff seeks. As fiduciaries and signatories to the Asset Purchase Agreement ("APA") and its closing deliverables—including employment agreements, restrictive covenants, and release agreements—Defendants necessarily received and retained executed counterparts. Under Delaware law, "books and records" under § 220 are not limited to materials held in a single corporate file cabinet. They encompass records a corporation is legally entitled to, including executed agreements in the possession of its fiduciaries.

2. Executed Agreements Are Company Records

Once executed, these contracts are not merely "personal" to the signatories; they are closing deliverables that consummated a corporate transaction. That makes them corporate records by definition. They evidence obligations undertaken by the Company and its directors/officers, and they are part of the bargained-for consideration exchanged at closing. Delaware courts have consistently recognized that when directors execute compensation or inducement agreements in their corporate capacity, those agreements are "books and records" of the company subject to § 220 inspection.

3. No Safe Harbor in 'We Don't Have It'

Allowing Defendants to argue non-possession because executed counterparts sit in their "personal files" would invert § 220. Fiduciaries cannot sign on behalf of the Company, receive personal benefits in connection with a corporate transaction, and then wall off those same documents from stockholders by claiming they never delivered them into a boardroom binder. To the contrary, fiduciaries are deemed custodians of those agreements for the Company's purposes. As AmerisourceBergen emphasizes, § 220 entitles

stockholders to the documents "necessary and essential" to test conflicts; Defendants' signed agreements are squarely within that category.

4. Inspection Extends to Defendants' Custody

The fact that closing deliverables were required under the APA reinforces this. If Defendants signed inducement or employment letters, they indisputably received copies, and those are within their custody and control. Section 220 encompasses "all books and records" of the corporation, and Delaware precedent makes clear that directors' and officers' personal files must be searched when they are the locus of corporate business (KT4, Wal-Mart). Executed agreements concerning retention, compensation, and releases are company records, regardless of where the paper sits.

XIV. Closing

The credible-basis record is robust. A $500,000 inducement (declined but offered) shows the mechanism existed. Controlling shareholder Fabien Chraim approving the transaction with a potentially tainted vote. The APA hard-wires employment-contingent closing for Key Employees, requires their releases, and documents the existence of employee offer letters, restrictive covenants, and buyer-paper IP

assignments. It channels official notices to **Safko's Gmail**, confirms that **cloud accounts** and **books and records** are part of the transaction assets, and—paired with public filings reflecting only **~$700,000** in awards while a ten-person India team received six-figure payouts—supports the logical inference that **insider compensation** was **channeled through Condor** or affiliates and kept **out of** the Company's minutes and **off** Luminar's summarized disclosures. That is exactly when **AmerisourceBergen**, **KT4**, and **Wal-Mart** instruct this Court to **order inspection** beyond minutes, including **ESI**, to accomplish the proper purpose.

Section 220 is not a shield for concealment; it is the tool that enables stockholders to test it. The Court should deny the motion and order the tailored, inside-out inspection with the safeguards and equitable relief requested.

Key APA Provisions Supporting the Relief (select citations)

- **Notices to Safko's Gmail (personal ESI channel):** "Email: civilmapsprocess@gmail.com."

- **Global Seller-to-Buyer Release (complete, global, § 1542 waiver):**

- **Employment-Contingent Closing / Key Employees / Buyer CIIAA / Restrictive Covenants:**
- **Named Insider Releases as Closing Condition (Safko, Vakkaleri, Harvey, etc.):**
- **Key Employees defined (Harvey, Safko, Vakkaleri):**
- **Employment Condition (continued employment; deemed satisfaction):**
- **Cloud Software Accounts included in Purchased Assets:**
- **Books and Records included in Purchased Assets:**
- **Employee Offer Letters / Buyer CIIAA also required for Schedule B employees:**
- **"Unpaid Transaction Expenses" include change-in-control, retention, severance, similar bonuses:**

These provisions, read together, corroborate the factual narrative that compensation and inducement arrangements were embedded in closing conditions, routed through non-corporate channels, and omitted from the minutes—precisely the

conditions that warrant inspection of **countersigned agreements and ESI** under Delaware law.

Why Self-Attestation is Necessary

1. **Minutes are silent.** The formal record doesn't reflect inducements or releases; the absence makes certifications from fiduciaries necessary to confirm completeness.

2. **Personal Gmail & off-domain channels.** The APA itself routes notices to a Gmail account, which creates a credible basis that communications may exist outside official servers. Without attestation, defendants could withhold those.

3. **Targeted, not punitive.** The attestation doesn't demand broad discovery; it simply requires directors/officers to swear whether responsive agreements exist, and whether they used personal accounts for corporate business.

4. **Judicial efficiency.** It prevents endless "trust us" disputes. A signed attestation is a bright-line assurance the Court can enforce.

NATURE AND STAGE OF PROCEEDINGS

• Plaintiff served a demand for inspection and filed this Section 220 action on December 13, 2024.

• Defendants appeared and filed a Motion to Dismiss under Rules 12(b)(2), (5), (6), and (7), seeking dismissal with prejudice by proposed order, without contemporaneous briefing or evidence.

• No responsive books and records have been produced. The board minutes identified to date do not address compensation/retention arrangements for Defendants Safko or Harvey.

• Plaintiff now opposes dismissal and seeks tailored inspection relief consistent with § 220's remedial purpose and controlling Delaware authority.

ISSUES PRESENTED

1. Whether a skeletal, pre-answer motion to dismiss in a § 220 action—unsupported by contemporaneous briefing or a factual record—should be denied so the Court may tailor inspection relief on an expedited schedule.

2. Whether any asserted party-joinder issue is properly handled under Rule 21 by joinder/amendment on short terms, rather than dismissal.

3. Whether Delaware may exercise personal jurisdiction over nonresident fiduciaries for claims arising from their corporate roles under § 3114 and, independently, under § 3104 where the action vindicates Delaware statutory governance rights.

4. Whether service was sufficient—and in all events cured—where one defendant received certified mail, the other refused certified mail (presumptive evidence of notice under § 3104(h)(2)) and was then personally served, and both defendants appeared.

5. Whether Plaintiff has satisfied the § 220 standard by demonstrating stockholder status, proper purposes, and a credible basis—"some evidence"—to investigate conflicted negotiations and undisclosed compensation/

retention arrangements tied to a transaction where the minutes are silent on compensation.

6. Whether targeted emails/ESI, countersigned compensation paper, and related formal materials are "necessary and essential" where minutes do not capture the relevant discussions and decisions.

7. Whether equity requires tolling/estoppel of limitations/laches from the § 220 filing date (Dec. 13, 2024) through substantial completion of production, and whether fees should be shifted for bad-faith resistance.

BACKGROUND FACTS

A. The Demand, Purposes, and Categories

Plaintiff sought inspection to investigate the Luminar transaction, overall process integrity, and employment/compensation arrangements for Messrs. Safko and Harvey in connection with that transaction—quintessential § 220 purposes. The demand identified formal deal materials (including any term sheets), approval records, banker/process decks, and compensation/retention agreements and grant notices for Safko and Harvey, as well as targeted ESI from directors and key custodians.

B. Service and Appearance

Plaintiff mailed certified packages on July 5 and July 19, 2025. USPS records reflect that Defendant Harvey received certified mail on July 21, 2025. Defendant Safko refused certified mail; refusal constitutes presumptive evidence of notice under § 3104(h)(2). After the refusals, Safko was personally served. Defendants then appeared by filing their Motion to Dismiss and serving Plaintiff via FSX and mail. Any theoretical service objection is cured; no prejudice exists.

C. Minutes Are Silent on Compensation/Retention

The board minutes identified to date do not address the compensation/retention arrangements for Safko and Harvey tied to the Luminar transaction. Those

arrangements necessarily exist in the form of countersigned offer/compensation letters, retention/consulting agreements, equity grant notices/award agreements, and any side letters, plus emails and related ESI that reflect negotiation, approval, and disclosure (if any). The absence of compensation detail from minutes makes those materials "necessary and essential" to fulfill the inspection purpose.

D. The Placeholder Motion to Dismiss

On August 21, 2025, Defendants filed a Motion to Dismiss citing Rules 12(b)(2), (5), (6), and (7), sought dismissal with prejudice by proposed order, and indicated that grounds would be briefed later. No contemporaneous record or argument accompanied the motion. In a summary § 220 proceeding, such a placeholder motion is not a vehicle to halt inspection.

E. Filing Date and Diligent Prosecution

Plaintiff filed the Verified Complaint on December 13, 2024 and has diligently prosecuted inspection. Equity should not permit respondents to exploit motion practice and non-production to run out limitations/laches on closely related claims. The Court should toll/estop from December 13, 2024 through substantial completion of production.

LEGAL STANDARDS

A. Section 220: Proper Purpose, Credible Basis, and Tailored Relief

A stockholder is entitled to inspect corporate books and records upon showing (i) stockholder status, (ii) a proper purpose, and (iii) a "credible basis" for the inspection—i.e., "some evidence" from which the Court may infer possible mismanagement or wrongdoing. Seinfeld v. Verizon Commc'ns, Inc., 909 A.2d 117 (Del. 2006). The proceeding is summary and remedial, not a merits battleground. AmerisourceBergen Corp. v. Lebanon Cty. Emps. Ret. Fund, 243 A.3d 417 (Del. 2020). The Court tailors relief to materials "necessary and essential" to the stated purpose, including emails and other ESI where formal records do not suffice. KT4 Partners LLC v. Palantir Techs., Inc., 203 A.3d 738 (Del. 2019); Wal-Mart Stores, Inc. v. IBEW, 95 A.3d 1264 (Del. 2014).

B. Rule 12 in a Summary § 220 Proceeding

Rule 12(b) motions are disfavored as vehicles to derail a § 220 inspection. Section 220 does not require the plaintiff to plead or prove an actionable claim; merits defenses are out of place and do not defeat inspection where the credible-basis standard is met. AmerisourceBergen, 243 A.3d at 437–38.

C. Party Joinder and Rule 21

Misjoinder/nonjoinder is not a ground for dismissing an action. Ct. Ch. R. 21. If the Court prefers a particular party alignment (e.g., joinder of the corporation), the remedy is to add or drop parties "on just terms," and proceed on a short schedule—not to dismiss a § 220 action.

D. Personal Jurisdiction over Nonresident Fiduciaries (§ 3114; § 3104)

Delaware may exercise personal jurisdiction over nonresident directors and officers in actions involving their corporate roles under 10 Del. C. § 3114, as clarified by Hazout v. Tsang Mun Ting, 134 A.3d 274 (Del. 2016). Specific jurisdiction also exists under 10 Del. C. § 3104 for acts purposefully directed at Delaware corporate governance, including statutory inspection rights under § 220.

E. Service Under § 3104(h)(2) and Cure by Appearance

Under § 3104(h)(2), a USPS return receipt or notation of refusal is presumptive evidence of receipt/refusal. Where a defendant refuses certified mail but is later personally served and appears in the action, any service objection lacks prejudice and is cured by appearance.

F. Equitable Tolling/Estoppel of Limitations/Laches During Inspection

Delaware laches borrows an analogous three-year limitations period for fiduciary duty claims, but timeliness is equitable. Courts recognize tolling and estoppel where a plaintiff diligently pursues § 220 inspection to investigate misconduct closely related to later claims, and respondents resist production. There is no hard-and-fast rule against tolling tied to a § 220 process; it is fact-specific and appropriate here.

G. Fee Shifting for Bad-Faith Resistance

Chancery may shift fees where a respondent's conduct unnecessarily prolongs litigation or constitutes bad-faith resistance to § 220. Conduct such as evading service, filing placeholder dispositive motions seeking with-prejudice dismissal, and producing nothing in a summary inspection case supports fee shifting.

ARGUMENT

I. The Motion Is Procedurally Defective and Should Be Denied Now

Defendants' motion is a placeholder: it lists rule numbers, seeks dismissal with prejudice by proposed order, and offers no contemporaneous briefing or evidentiary showing. That is not a proper basis to arrest a § 220 proceeding. Section 220 is designed to move quickly toward tailored relief; it is not a forum for merits-style dispositive motion practice unmoored from a factual record.

The Court should deny the motion now and proceed to order targeted production. Delaware law instructs that when a stockholder satisfies the credible-basis standard, the Court must tailor an inspection that will accomplish the proper purpose efficiently. AmerisourceBergen, 243 A.3d at 437–40. The directors' own files and countersigned agreements, followed by targeted ESI where minutes are incomplete, are the right place to start.

II. Rule 21 Controls: Any Party Issue Is Cured by Joinder/ Amendment

Defendants hint at party issues under Rule 12(b)(7). Rule 21 forecloses dismissal for misjoinder or nonjoinder: "Misjoinder of parties is not a ground for dismissing an action." The Court may add or drop parties "on just terms" at any time. In a § 220 case, that means the Court should deny dismissal and, if it prefers a particular alignment (e.g., adding the corporation), order joinder within seven days while maintaining the inspection schedule. Technical party posture is no reason to deny or delay inspection.

III. Personal Jurisdiction Exists Over Defendants; Corporate Joinder Independently Anchors This § 220 Action in Delaware

Nonresident directors and officers consent to Delaware jurisdiction for actions involving their corporate roles under § 3114. Hazout clarifies the statute's broad reach, consistent with due process, when the claims arise from the defendants' service as fiduciaries. This § 220 action does exactly that: it seeks books and

records concerning directors' conduct and compensation/retention arrangements tied to a corporate transaction.

Independently, § 3104 supports specific jurisdiction where the conduct is purposefully directed at Delaware corporate governance. Section 220 is the statutory embodiment of a stockholder's governance right. At a minimum, once the corporation is joined (if the Court so directs), the case is anchored in Delaware for purposes of inspection of corporate books and records. Defendants' jurisdictional objections provide no basis to dismiss.

IV. Service Was Sufficient—and in All Events Cured; No Prejudice

The record reflects that Defendant Harvey received certified mail. Defendant Safko refused certified mail; a refusal notation is presumptive evidence of notice under § 3104(h)(2). Safko was then personally served. Defendants filed their Motion to Dismiss and served Plaintiff, cementing their appearance. On these facts, any service objection fails for lack of prejudice and is independently cured by appearance. Rule 12(b)(5) provides no basis to dismiss this summary inspection action.

V. Plaintiff States a Textbook § 220 Claim; Merits Defenses Are Out of Place

Plaintiff has demonstrated stockholder status and proper purposes, including investigating conflicts, process integrity, and compensation/retention arrangements tied to the Luminar transaction. Plaintiff also meets the "credible basis" standard—"some evidence" from which the Court may infer possible wrongdoing or mismanagement. Seinfeld, 909 A.2d at 123.

The both-sides conflict and information asymmetry are evident. Defendants Safko and Harvey negotiated a sale while pursuing or holding employment/compensation with the buyer. The minutes are silent on their compensation/retention arrangements. That gap, by itself, supports inspection of the compensation paper and related ESI to complete the record and assess the integrity of the process and disclosures. Public filings by the buyer referencing compensation used to recruit/retain personnel corroborate that such materials necessarily exist.

Merits defenses are not in play. AmerisourceBergen confirms that § 220 is not a merits forum, does not require an actionable claim, and contemplates post-trial mechanisms (including limited sessions to identify what exists and where) to

effectuate tailored relief. KT4 and Wal-Mart authorize inspection of emails and other ESI when minutes are incomplete or when key corporate business occurred by email. Those decisions foreclose Defendants' attempt to block inspection through conclusory motion practice.

VI. Scope: Formal Materials First, Then Targeted ESI that Is "Necessary and Essential"

Delaware tailors inspection to materials "necessary and essential" to the stated purpose. In a transaction-context § 220 case with minutes silent on compensation, the necessary materials include: (A) formal board materials; (B) countersigned compensation/retention documents and side letters; and (C) targeted ESI from the directors and key custodians—including Company email, calendars, and relevant collaboration platforms—plus (D) reasonable search parameters, sworn certifications, and a categorical privilege log.

A. Formal Board Materials

Responsive formal materials include minutes, agendas, resolutions, banker/process decks, and any conflict/recusal disclosures concerning the Luminar transaction and

any compensation/retention arrangements for Safko and Harvey. These materials provide the baseline of formal approvals and the extent of board-level disclosure.

B. Compensation/Retention Paper and Side Letters

The "necessary and essential" compensation paper includes the countersigned offer/executive-compensation letters, retention or consulting agreements, equity grant notices/award agreements (RSUs/options), and any side letters addressing compensation, retention, non-compete, or post-closing benefits; together with associated approvals/consents/ratifications. Copies are in the directors' possession and Company custodians' files. If any executed counterpart is held only by Luminar, that counterpart is readily obtainable from the directors as contracting parties.

C. Targeted ESI: Directors/Key Custodians; Company Accounts; Personal Use

Emails and related ESI are necessary where minutes are incomplete and when key business was conducted in email or side channels. Custodians should include Safko, Harvey, the Board Chair/Lead Director, the Company GC/Secretary, the banker lead, and the outside-counsel deal liaison. Systems should include Company email, calendars/invites, and relevant chat/collaboration platforms, with a search focus including "Luminar," "employment," "offer," "retention," "bonus,"

“equity,” “RSU,” “option,” “consulting,” “side letter,” “grant notice,” “award,” and “compensation.”

Where directors or officers used personal accounts or devices for Company business on these topics, those sources must be collected and produced on the same terms. KT4 recognizes that a company cannot shield necessary records by conducting corporate business in email or non-corporate channels.

D. Search Parameters; Calendars; Data-Room Logs; Certifications and Privilege

Searches should be time-bounded from six months pre-signing through six months post-closing (subject to conferral). Relevant calendar entries, invites, and data-room access logs (user/date/time/document) should be included to complete the record of who had access to what and when. Respondents should provide sworn custodian-by-custodian search certifications describing systems/locations searched, personal accounts assessed, and whether countersigned agreements exist. A categorical privilege log should be served seven days after each tranche to avoid privilege disputes becoming a bottleneck.

VII. Tailored "Inside-Out" Protocol and Enforcement Mechanisms

The Court should enter a short, staged order to ensure efficient, proportional inspection while minimizing burden and motion practice:

Stage 1 (14 days): Directors' and Company custodians' files.

• Formal board materials (minutes, agendas, resolutions, banker/process decks, conflict/recusal disclosures) concerning the Luminar transaction and any compensation/retention arrangements for Safko/Harvey.

• Countersigned compensation paper (Company-held or in the directors' possession): offer/executive-comp letters; retention/consulting agreements; equity grant notices/award agreements; any side letters; and related approvals/consents/ratifications.

• Targeted ESI from specified custodians (Company email, calendars/invites, relevant chat/collaboration systems), with the search focus listed above.

• Personal accounts/devices used for Company business collected/produced on the same terms.

• Sworn search certifications per custodian; categorical privilege log due seven days after each tranche.

Stage 2 (7 days after Stage 1):

• If any required agreement/notice/side letter was not produced because only

Luminar holds the executed counterpart, Defendants shall request and produce it and file a short declaration describing the request/response.

Stage 3 (as needed):

• If gaps persist after Stage 2, authorize a narrow Rule 45/UIDDA subpoena to Luminar confined to the same categories and the transmittal communications attaching those documents.

• Hold a one-hour records-identification session (limited, akin to Rule 30(b)(6)) on what exists and where within seven days to resolve any residual uncertainty.

Enforcement and fees: The order should provide that material noncompliance may result in coercive sanctions, that Defendants shall reimburse Plaintiff's reasonable fees and costs (including pre-suit § 220 demand-letter work) upon affidavit, and that disputes over search parameters and privilege will be handled on a short letter schedule.

VIII. Confidentiality: No Presumption; Reasonable Protections (Tiger)

There is no presumption of confidentiality over § 220 productions. Tiger v. Boast Apparel, Inc., 214 A.3d 933 (Del. 2019). The Court may enter reasonable protections, such as a two-tier designation scheme (Confidential/Highly Confidential), a narrowly tailored outside-advisors carve-out (e.g., for a forensic accountant), and a fast dispute mechanism. What the Court should not do is impose

an AEO wall that obstructs Plaintiff's ability to inspect and use the materials to evaluate potential claims.

IX. Equity Prevents "Stall-and-Expire": Tolling/Estoppel from Dec. 13, 2024

Plaintiff filed this action on December 13, 2024 and has diligently prosecuted inspection. Delaware's equitable timeliness doctrines recognize tolling/estoppel for time reasonably spent on a § 220 inspection where respondents resist production and the inspection concerns the same subject matter as potential follow-on claims. There is no hard-and-fast rule against such tolling; the analysis is fact-specific. The Court should find tolling/estoppel from December 13, 2024 through substantial completion of production to prevent a "sue-blind or lose" dilemma.

X. Fee Shifting and Coercive Sanctions Are Warranted

Fee shifting is appropriate where respondents evade certified mail, resist in-hand service until confronted, file a placeholder motion seeking with-prejudice dismissal, and produce nothing in a summary inspection case. That conduct needlessly increases Plaintiff's costs and contradicts § 220's remedial purpose. The Court should shift fees and costs, including pre-suit demand-letter efforts and

service/filing expenses, and warn that coercive sanctions may follow any noncompliance with the production order.

REQUESTED RELIEF

Plaintiff respectfully asks the Court to:

1. DENY Defendants' Motion to Dismiss;

2. ENTER the Tailored § 220 Production Protocol (Inside-Out) set forth below (Stage 1 due Day 14; Stage 2 due Day 21; narrow Rule 45/UIDDA subpoena authority thereafter if gaps remain), including sworn search certifications and categorical privilege logs, plus a short records-identification session if needed;

3. TOLL/ESTOP any applicable limitations and laches for related claims from December 13, 2024 through substantial completion of production; and

4. SHIFT FEES and costs to Defendants as described, subject to Plaintiff's affidavit, and provide that coercive sanctions may issue for noncompliance.

EXHIBIT LEDGER

Exhibit A — Tailored § 220 Production Protocol (Inside-Out)

Exhibit B — AFFIDAVIT IN SUPPORT OF PLAINTIFF: SRAVAN PUTTAGUNTA

Exhibit C — DIRECTOR SELF ATTESTATION FORM

Exhibit D — CONDOR TERM SHEET

Exhibit E — ASSET PURCHASE AGREEMENT

Exhibit F — CHRAIM CONTROLLING VOTE WITH PROSPECTIVE TAINT

Word Count Certification

Pursuant to Court of Chancery Rule 171(f) and the Court's word-limit directive, I hereby certify that this filing contains 8,145 words / 14,000 words, as counted by the word-processing system used to prepare it. This count excludes the case caption, table of contents, table of authorities, signature block, certificate of service, and exhibits.

Dated: September 3rd, 2025
Respectfully submitted,

/s/ Anuj Gupta
Anuj Gupta
Plaintiff, Pro Se