

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MIMEDX GROUP, INC.	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION FILE NO:
	:	<u>1:14-CV-294-RWS</u>
MICHAEL MEYER,	:	
	:	JURY TRIAL DEMANDED
Defendant.	:	
	:	

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

COMES NOW Plaintiff MiMedx Group, Inc. (“Plaintiff”) and files this, its Complaint for Injunctive Relief and Damages (the “Complaint”), against Defendant Michael Meyer (“Defendant”), and respectfully shows this Honorable Court as follows:

I. INTRODUCTION

1.

This action arises from Defendant’s blatant violation of his restrictive covenants and his theft of MiMedx’s valuable proprietary information. MiMedx brings this action seeking injunctive relief to restrain and enjoin Defendant’s unlawful conduct and to recover damages for the harm he has already caused MiMedx.

II. PARTIES, JURISDICTION, AND VENUE

2.

MiMedx is a corporation organized and existing under the laws of the State of Florida. MiMedx is registered to do business in the State of Georgia and maintains its headquarters and principal place of business at 1775 West Oak Commons Ct., Marietta, Georgia 30062.

3.

Defendant Michael Meyer is an individual who resides at 12691 Eagle Court, Sainte Genevieve, Missouri 63670. Defendant may be served with process at his residence.

4.

This Court has subject matter jurisdiction pursuant to 28 U.S.C. section 1332 because Plaintiff is of diverse citizenship from Defendant, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5.

This Court has subject matter jurisdiction over Count VI of this Complaint pursuant to 28 U.S.C. section 1331 because this claim arises under federal law. This Court has subject matter jurisdiction over MiMedx's state law claims pursuant to 28 U.S.C. section 1367.

6.

Venue in this Court is proper pursuant to 28 U.S.C. section 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims in this action occurred in this judicial district.

7.

Alternatively, venue is proper in this Court pursuant to 28 U.S.C. section 1391(b)(3) because Defendant is subject to personal jurisdiction in this judicial district.

8.

Venue is also proper in this Court because in Defendant's January 26, 2013 Non-Competition Agreement with MiMedx and his January 26, 2013 Confidentiality and Non-Solicitation Agreement with MiMedx, Defendant irrevocably consented to venue of the state and federal courts located in or covering Cobb County, Georgia for adjudication of all disputes under the agreements or related to the parties' relationship. Defendant also agreed that the state and federal courts located in Cobb County, Georgia would be the sole and exclusive jurisdiction and venue for all disputes between the parties under these agreements, and this dispute arises, in part, out of those agreements.

9.

Defendant is subject to the jurisdiction of this Court because Defendant irrevocably consented to the jurisdiction of this Court in his January 26, 2013 Non-Competition Agreement with MiMedx and his January 26, 2013 Confidentiality and Non-Solicitation Agreement with MiMedx, and Defendant is otherwise subject to the jurisdiction of this Court based on his contacts with the State of Georgia.

III. STATEMENT OF FACTS

MiMedx's Business

10.

MiMedx is a biomedical company engaged in the field of regenerative medicine.

11.

MiMedx develops, manufactures and markets biomaterial-based products, including (i) collagen based biomaterials and products and durable hydrogel biomaterials and products, (ii) bioimplants processed from human amniotic membrane, and (iii) other amnion-based products.

12.

MiMedx's business involves the processing of human amniotic tissue for transplant known as allografts.

13.

These allografts contain growth factors, and these growth factors provide chronic wounds the elements needed to heal.

14.

MiMedx's amniotic tissue grafts are distributed and sold worldwide.

15.

MiMedx's amniotic tissue grafts have achieved profound clinical outcomes in multiple therapeutic areas including ophthalmology, spine, chronic wounds, dental, orthopedic surgery, sports medicine, and urology.

16.

In a highly competitive industry, MiMedx is a pioneer in the latest advances in amnion-based products.

17.

MiMedx is a multi-channeled business: MiMedx is an integrated developer, manufacturer, and marketer of its biomaterial-based products.

18.

MiMedx has developed information which provides MiMedx with a competitive advantage in selling and providing its products and services, and MiMedx provides access to this proprietary information to its salespersons.

Defendant's Employment with MiMedx

19.

Defendant became employed by MiMedx as an Account Executive on or about January 26, 2013.

20.

In his capacity as an Account Executive, Defendant marketed and sold MiMedx's products to physician practices, physicians, hospitals, and other persons.

21.

MiMedx provided Defendant information to assist his marketing and sales efforts to MiMedx's customers and prospective customers.

22.

Defendant customarily and regularly solicited customers and prospective customers for MiMedx.

23.

Defendant customarily and regularly engaged in making sales and obtaining orders or contracts for MiMedx's products or services.

24.

Defendant serviced accounts on behalf of MiMedx.

25.

By virtue of the highly specialized nature of MiMedx's products, Defendant developed and possessed selective and specialized skills, learning and abilities by reason of having worked for MiMedx.

26.

Defendant received and possessed customer contacts and customer information by reason of having worked for MiMedx.

27.

As an employee of MiMedx, Defendant was provided with access to and possessed confidential information that is highly important to MiMedx's business.

28.

By reason of MiMedx's investment of time, training, money, trust, exposure to the public, or exposure to customers and other business relationships during the course of Defendant's employment with MiMedx, Defendant attained a high level of influence or credibility with MiMedx's customers and other business relationships.

Defendant's Agreements with MiMedx

Non-Competition Agreement

29.

On or about January 26, 2013, Defendant executed a Non-Competition Agreement with MiMedx.

30.

A copy of the Non-Competition Agreement is attached as Exhibit "A".

31.

The Non-Competition Agreement contains a reasonable non-competition covenant designed to protect MiMedx's legitimate business interests:

2. Non-Competition. During Employee's employment with the Company and for a period of one (1) year following the termination of Employee's employment for any reason (the "Termination Date"), Employee shall not, within the Territory, either directly or indirectly, provide the same or similar services (or consulting with respect to the same or similar services) as those provided by Employee for or on behalf of the Company within two (2) years prior to the Termination Date, for any individual or entity that provides products or services that are competitive with or the same as or similar to those provided by the Business. For purposes of this Agreement, "Territory" means the continental United States.

[Exhibit "A", ¶ 2].

32.

"Business" is defined in the Non-Competition Agreement as the precise business MiMedx engages in: "the highly competitive business of an integrated

developer, manufacturer and/or marketer of (i) collagen based biomaterials and products and durable hydrogel biomaterials and products, (ii) bioimplants processed from human amniotic membrane, and (iii) other amnion- based products.” [Exhibit “A”, ¶ 1(a)].

33.

Defendant acknowledged in the Non-Competition Agreement that the restrictions in the non-competition covenant are reasonable, do not and would not impose an undue economic hardship upon him, are necessary for the reasonable and proper protection of MiMedx and its business, and are reasonable in respect to subject matter, length of time and geographic area. [Exhibit “A”, ¶ 7; *see also id.*, ¶ 1(b)].

34.

MiMedx has legitimate business interests that are necessary to protect through the non-competition covenant, including the protection of its valuable confidential information, substantial relationships with customers and prospects, customer good will associated with its business, and specialized training of its employees.

35.

Defendant acknowledged in the Non-Competition Agreement that in the event he breached the non-competition covenant, MiMedx would suffer irreparable injury for which there is no adequate remedy at law, and MiMedx would therefore be entitled to injunctive relief to enjoin Defendant's breach. [Exhibit "A", ¶ 5].

Confidentiality and Non-Solicitation Agreement

36.

On or about January 26, 2013, Defendant executed a Confidentiality and Non-Solicitation Agreement with MiMedx.

37.

A copy of the Confidentiality and Non-Solicitation Agreement is attached as Exhibit "B".

38.

The Confidentiality and Non-Solicitation Agreement contains a reasonable customer non-solicitation covenant designed to protect MiMedx's legitimate business interests in its customer relationships:

5. Non-Solicitation Covenant. While employed by the Company and for a period of twelve (12) months following the end of employment for any reason, Employee will not directly or indirectly solicit or attempt to solicit from any of the Customers with whom Employee had Material Contact

during the last two (2) years of Employee's employment with the Company any business in competition with the Business of the Company. It is understood by the Employee that (i) the Company has attempted to limit Employee's right to solicit Customers only to the extent necessary to protect the Company from unfair competition during the twelve (12) months following the end of employment, and (ii) the purpose of these covenants and promises is (and that they are necessary) to protect the Company's legitimate business interests, and to protect and retain (and to prevent Employee from unfairly and to the detriment of the Company utilizing or taking advantage of) those substantial contacts and relationships (including those with Customers of the Company) which Employee may establish due to Employee's employment with the Company. Employee represents that Employee's experience and abilities are such that existence or enforcement of these covenants and promises will not prevent Employee from earning or pursuing an adequate livelihood and will not cause an undue burden to Employee or Employee's family.

[Exhibit "B", ¶ 5].

39.

The Confidentiality and Non-Solicitation Agreement defines "Business" as "the business of an integrated developer, manufacturer and marketer of A) collagen based biomaterials or products and durable hydrogel biomaterials or products, B) bioimplants manufactured from human amniotic membrane or C) amnion based products." [Exhibit "B", ¶ 1(a)].

40.

The Confidentiality and Non-Solicitation Agreement defines "Customer" as "a physician practice, physician, hospital, or any other person and/or entity that

utilizes the products of the Company or procures the Company's products for utilization by others." [Exhibit "B", ¶ 1(b)].

41.

The Confidentiality and Non-Solicitation Agreement defines "Material Contact" with respect to paragraph 5 as "personal contact with a Customer of the Company in an effort to initiate, maintain or further a business relationship between Company and such Customer." [Exhibit "B", ¶ 1(c)].

42.

The Confidentiality and Non-Solicitation Agreement contains a reasonable non-disclosure covenant to protect against use and disclosure of MiMedx's confidential information:

3. Duty of Confidentiality. Employee agrees that during employment with the Company and for a period of three (3) years following the end of that employment for any reason, Employee shall hold all Confidential information in confidence and shall not directly or indirectly divulge or make use of, copy, publish, summarize or remove any Confidential Information or Trade Secrets outside of employment with Company without prior written consent of the Company, except as otherwise required pursuant to valid judicial order, provided Employee shall provide written notice of such order to, and shall use Employee's best efforts to cooperate with, the Company to obtain a protective order or other remedy to ensure that confidential treatment will be afforded such Confidential Information. Employee acknowledges that applicable law may impose longer duties of non-disclosure. Notwithstanding anything herein to the contrary, Employee's obligations regarding the Company's Trade Secrets shall survive the termination of Employee's employment for any reason and shall continue thereafter for the maximum period of time permitted under

applicable law. The term “Confidential Information” does not include, however, information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by Employee; or (b) Employee can show was within Employee’s possession prior to its being furnished by or on behalf of the Company, provided that the information was not provided to Employee in violation of a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality owed to the Company; or (c) was received by Employee from a third party owing no duty to the Company and having the legal (d) is independently developed by Employee without the aid, application or use of the Confidential Information; or (e) is explicitly approved for release by written authorization of the Company.

[Exhibit “B”, ¶ 3].

43.

The Confidentiality and Non-Solicitation Agreement defines “Confidential Information” as:

...information about the Company, its parent and the other subsidiaries of its parent and their respective employees, Customers, products, patients and/or business relationships with other parties which is not generally known outside of the applicable entity, which Employee learns of, receives knowledge of or access to, or develops or obtains from examination, testing or analysis, at any time and in any form or media, whether oral, written, graphic, machine readable, sample form draft, or other media, or in information storage and retrieval systems, in connection with Employee’s employment with the Company, and which would be useful to competitors of the applicable entity. Confidential Information includes, but is not limited to: (1) business and employment policies, marketing methods and the targets of those methods, bids, proposals, financial data, Customer lists, business plans, promotional materials and pricing; (2) the terms upon which the applicable entity obtains products from its vendors; (3) the nature, origin, composition and development of the Company’s products; (4) all data, reports, analyses, notes, interpretations, forecasts, records, documents, agreements and information concerning the applicable entity or other parties

which are not generally available to the public, analysis of a possible business relationship or transaction between the applicable entity and other parties, at any time and in any form, whether or not expressly marked as proprietary or confidential, including without limitation business plans; customer lists; financial statements and other financial information of the disclosing party and its customers; suppliers; know-how; strategic or technical data; technology (including without limitation all design, manufacturing and related technology); sales and marketing data; marketing research data; product research and development data; software programs (including source code), designs, developments, data and any components thereof, whether or not copyrightable; intellectual property, pricing information; any oral, written or visual information obtained by meeting representatives or personnel of the other party or touring its facilities; all oral or written analyses (including any valuation or proposed price or range of prices for the stock or assets of either part), notes, analyses, compilations, studies, interpretations or other documents and all copies thereof prepared by either party of the affiliated entity's business relationship, which contain, reflect or are based upon, in whole or in part, any of the information which is described in the this clause; and the content and substance of any discussions or negotiations between the affiliated entity and other parties, and the fact that such discussions or negotiations have taken place.: (5) Information probed by third parties which the Company has a duty to protect from disclosure; (6) personnel information; (7) information regarding technology used by the applicable entity in the business; and (9) clinical trial data and outcomes

[Exhibit "B", ¶ 1(d)].

44.

The Confidentiality and Non-Solicitation Agreement obligates Defendant to return all company property and information following the end of his employment:

4. Company Property and Information. The sole and exclusive property and information belonging to the Company includes, without limitation, all papers, records, data, notes, drawings, files, documents, and other materials, including all copies of such materials, relating to the Employee's

employment services or the business of the Company that Employee possesses or creates as a result of or during Employee's employment by the Company, whether or not confidential, as well as all Company-issued equipment vehicles, keys, devices, computers, cell phones and hand-held communication devices, pagers, and data and information storage and retrieval devices. Employee agrees to return all of the Company's property and information within three (3) days following the end of Employee's employment with the Company for any reason. To the extent Employee maintains property and information belonging to Company in electronic form on any computers or other electronic devices owned by Employee, Employee agrees to delete all such information fully and finally within three (3) days following the end of employment with Company for any reason, and if requested by Company, to confirm the fact of such deletion in writing.

[Exhibit "B", ¶ 4].

45.

Defendant also agreed in the Confidentiality and Non-Solicitation

Agreement to be loyal and faithful to MiMedx while he was employed there:

2. Employment. Employee agrees to faithfully perform the duties assigned to Employees, and will not engage in any other employment or business activity while employed by Company which would interfere with Employee's full-time performance of Employee's duties for Company, or cause a conflict of interest. Employee covenants that Employee is not subject to any agreements with a prior employer restricting Employee's ability to work for Company. Employee further covenants that Employee does not possess any property or Confidential Information belonging to any prior or existing employer for use on behalf of Company. Employee agrees to abide by all of the Company's policies and procedures, which may be amended from time to time.

[Exhibit "B", ¶ 2].

46.

Defendant acknowledged in the Confidentiality and Non-Solicitation Agreement that in the event he breached the covenants therein, MiMedx would be entitled to injunctive relief: “Employee understands, acknowledges and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law, and the Company will therefore be entitled to injunctive relief from the federal or state courts located in or covering Cobb County Georgia enjoining said breach or threatened breach.” [Exhibit “B”, ¶ 12].

MiMedx’s Confidential Information

47.

As an employee of MiMedx, Defendant was provided with access to confidential information which is relied upon by MiMedx in conducting its business, which MiMedx has developed over several years and at great expense, and which provides MiMedx with an advantage over its competitors.

48.

MiMedx’s confidential information includes customer and prospective customer lists, pricing information, sales and marketing strategies, and performance analysis of MiMedx’s sales representatives.

49.

Because this information is an essential part of MiMedx's business, MiMedx engages in substantial efforts to ensure that documents and electronically-stored information containing MiMedx's confidential information and trade secrets cannot be easily accessed by the public or MiMedx's competitors.

50.

MiMedx requires its employees to enter into agreements requiring them to keep the information shared with them confidential.

51.

MiMedx's employee handbook, titled "Policies of a Glance", instructs that "[i]n consideration of employment, all employees must execute the MiMedx Confidentiality and Non-Solicitation Agreement ('Agreement'). This policy and its supporting Agreement outlines the requirements to be upheld in the care of the Company's Trade Secrets and proprietary information and documents. The Company and its employees shall treat all Trade Secrets and Confidential Information as confidential and proprietary. ...". A copy of the pertinent page from MiMedx's employee handbook is attached hereto as Exhibit "C".

52.

On January 26, 2013, Defendant acknowledged that he received, read, and agreed to comply with MiMedx's employee handbook. *See* Exhibit "D".

53.

MiMedx's Code of Business Conduct and Ethics also instructs employees to "[k]eep confidential information about the Company and its customers, which may include pricing, research, intellectual property, Company or customer financial information, the identity of customers or suppliers, trade secrets, and proprietary information confidential, both while you are employed and after you leave the Company, and do not use any such information for your personal advantage or for the benefit of the Company's competitors." A copy of MiMedx's Code of Business Conduct and Ethics, which is a part of MiMedx's employee handbook, is attached hereto as Exhibit "E".

54.

On February 10, 2013, Defendant acknowledged that he received, read, and agreed to comply with MiMedx's Code of Business Conduct and Ethics, as well as that he had participated in an orientation regarding MiMedx's Code of Business Conduct and Ethics. *See* Exhibit "F".

55.

In addition to its company policies and requiring employees to sign agreements designed to protect the maintain the confidentiality of MiMedx's confidential information and trade secrets, user names and passwords are required for MiMedx's employees to access electronically-stored information residing on its information technology systems.

56.

MiMedx employees who are authorized users of MiMedx's network must log in using a company-provided login ID and password.

57.

Employees are only granted access to MiMedx's computers and e-mails systems for business use. Thus, MiMedx's Electronic Systems Usage policy, which is a part of MiMedx's employee handbook, provides: "All electronic media and services provided by the Company are Company property, and are instituted for the purpose of facilitating Company business." A copy of MiMedx's Electronic Systems Usage policy is attached hereto as Exhibit "G".

58.

MiMedx's Electronic Systems Usage policy also states that "[e]lectronic media and services are for Company business use." Exhibit "G".

59.

The network on which MiMedx's information is stored is protected from outside interference or access by a firewall that is managed by MiMedx's IT Department.

60.

MiMedx's IT personnel also conduct monthly vulnerability scans to ensure the security of MiMedx's network.

The End of Defendant's Employment with MiMedx

61.

On October 28, 2013, Defendant informed MiMedx by e-mail that he was resigning from his position with MiMedx.

62.

A few hours after tendering his resignation, Defendant asked MiMedx by e-mail if he would still have access to company email and Salesforce.com, which MiMedx uses to track sales opportunities and for other sales and marketing purposes. A copy of Defendant's e-mail is attached as Exhibit "H".

63.

On October 29, 2013, Defendant informed MiMedx that he was retracting his resignation.

64.

However, on November 1, 2013, Defendant again resigned.

65.

Defendant did not inform MiMedx of his future employment plans either the first or second time that he resigned or at any time prior to the end of his employment.

66.

Defendant's last day of employment with MiMedx was Friday, November 8, 2013.

Defendant's Unlawful Activities Before and After the End of his Employment

67.

In January 2014, Defendant was seen visiting customer accounts that he serviced while he was employed with MiMedx.

68.

MiMedx learned Defendant was visiting these accounts on behalf of ACell, Inc. (“ACell”).

69.

Like MiMedx, ACell develops, manufactures, and markets regenerative medicine products, including grafting products.

70.

According to ACell’s website, ACell’s grafting product is “beneficial for various wound and surgical applications.”

71.

ACell is a direct competitor of MiMedx, and the companies sell competing products.

72.

Upon information and belief, Defendant is presently employed as an Area Manager of ACell’s sales group.

73.

An image of Defendant’s business card with ACell is attached hereto as Exhibit “I”.

74.

Defendant's employment with ACell constitutes a violation of the non-competition covenant in his Non-Competition Agreement with MiMedx.

75.

Some of the accounts Defendant serviced while he was employed with MiMedx have stopped purchasing products from MiMedx.

76.

Upon information and belief, Defendant solicited and is soliciting those accounts in violation of the customer non-solicitation covenant in his Confidentiality and Non-Solicitation Covenant with MiMedx.

77.

Upon information and belief, Defendant is soliciting other physician practices, physicians, and hospitals in violation of the customer non-solicitation covenant in his Confidentiality and Non-Solicitation Covenant with MiMedx.

78.

Upon information and belief, Defendant has also caused some of his former accounts with MiMedx to refuse or fail to pay outstanding invoices to MiMedx.

79.

After MiMedx discovered Defendant was willfully and flagrantly violating his contractual obligations to MiMedx, MiMedx promptly investigated whether Defendant had engaged in other misconduct.

80.

Specifically, MiMedx reviewed the e-mails in Defendant's e-mail account with MiMedx.

81.

MiMedx's investigation revealed Defendant had engaged in other unlawful activities.

82.

During the evening of Tuesday, November 5, 2013 (three days prior to Defendant's last day of employment), Defendant forwarded to his personal e-mail address an e-mail from MiMedx's National Sales Director which contained detailed strategies regarding a new customer of MiMedx. The e-mail included information such as target clinics and specific marketing strategies. A redacted copy of Defendant's e-mail to his personal e-mail address is hereto as Exhibit "J".

83.

During the morning of Wednesday, November 6, 2013, Defendant forwarded to his personal e-mail address an e-mail from MiMedx's Sales

Operation Supervisor which contained pricing information regarding MiMedx's products. A redacted copy of this e-mail is attached as Exhibit "K".

84.

That same morning, Defendant forwarded to his personal e-mail address a June 2013 e-mail from MiMedx's Sales Operation Supervisor which contained Pricing Agreement Templates. A redacted copy of this e-mail is attached as Exhibit "L".

85.

During the morning of Thursday, November 7, 2013 (the next-to-last day of Defendant's employment with MiMedx), Defendant forwarded to his personal e-mail address several emails from MiMedx's Vice President of Sales Operations which contained attachments showing the names of MiMedx's sales representatives and an analysis of their performance. All of the attachments to these e-mails are stamped "MiMedx – Confidential - Internal Use Only – Not for Distribution." Redacted copies of the e-mails Defendant forwarded to his personal e-mail address are attached as Exhibits "M" through "Q".

86.

Defendant forwarded other information belonging to MiMedx to his personal e-mail address during the last week of his employment.

87.

MiMedx is continuing to investigate Defendant's misconduct.

88.

Upon information and belief, Defendant misappropriated other confidential information from MiMedx.

89.

Upon information and belief, Defendant has shared MiMedx's confidential information with ACell.

90.

Defendant's conduct constitutes a violation of the non-disclosure covenant in the Confidentiality and Non-Solicitation Agreement as well as other applicable laws.

91.

Further, Defendant's strategy of misappropriating information from MiMedx during the last week of his employment appears to have been planned and coordinated with his new employer.

92.

On Tuesday, October 1, 2013 (while Defendant was still employed with MiMedx), Defendant emailed ACell's Vice President of Sales and ACell's Eastern Regional Sales Manager.

93.

ACell's Eastern Regional Sales Manager responded to Defendant's e-mail by asking "Do you have time tomorrow to talk about strategy an[d] implementation ideas?"

94.

On Thursday, October 3, 2013 at 12:10 p.m. (i.e., during MiMedx business hours), Defendant responded, "Absolutely. Anytime after 1:30."

95.

Thus, Defendant was having "strategy and implementation" discussions with ACell over a month before he misappropriated information from MiMedx and then ended his employment.

96.

A copy of Defendant's e-mail exchange with ACell's representatives is attached as Exhibit "R".

97.

In addition to Defendant's communications with ACell in early October, MiMedx's investigation of Defendant's email activity revealed that Defendant exchanged e-mails with ACell's Eastern Regional Sales Manager on October 31, 2013.

98.

This e-mail exchange took place *after* Defendant had retracted his first resignation and *before* he tendered his second resignation (and before the end of his employment on November 1, 2013).

99.

Notwithstanding that at the time of the email exchange Defendant had withdrawn his resignation and remained employed with MiMedx, the e-mail from ACell's Eastern Regional Sales Manager states that Defendant's start date with ACell was November 1, 2013.

100.

In response to ACell's Eastern Regional Sales Manager's e-mail, Defendant asked "Can I get the members of the team names, phone, and emails?"

101.

A copy of this e-mail exchange is attached as Exhibit "S".

102.

This e-mail exchange demonstrates Defendant was working for ACell while he was still employed with MiMedx.

103.

Defendant engaged in such conduct despite the fact that he had agreed he would faithfully perform the duties he had been assigned.

104.

Defendant's conduct constitutes a violation of the non-competition covenant in the Non-Competition Agreement and the duty of loyalty covenant in the Confidentiality and Non-Solicitation Agreement.

105.

Further, this e-mail exchange was sent a few days after Defendant submitted his initial resignation and had inquired whether he would still have access to company email and to MiMedx's salesforce.com database.

106.

In light of Defendant's conduct and his communications with ACell, it appears Defendant rescinded his resignation to attempt to buy more time to steal confidential information from MiMedx.

107.

Upon information and belief, Defendant has used and continues to use information he misappropriated from MiMedx to unfairly compete with MiMedx.

COUNT I

**(Breach of Paragraph 2 of the Non-Competition Agreement:
Non-Competition Covenant)**

108.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 107 as if fully set forth herein.

109.

The non-competition covenant in paragraph 2 of the Non-Competition Agreement is valid and enforceable.

110.

Defendant has breached and is in breach of the non-competition covenant.

111.

As a direct and proximate result of Defendant's breach, MiMedx has suffered and continues to suffer damages.

112.

MiMedx is entitled to injunctive relief to enjoin further breaches, and MiMedx will suffer irreparable harm if an injunction against Defendant does not issue.

113.

MiMedx is also entitled to an award of any and all damages already caused by Defendant's breach of the non-competition covenant in an amount to be determined and proven at the time of trial.

114.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused MiMedx unnecessary trouble and expense. MiMedx is therefore entitled to an award of its attorneys' fees and the costs of this litigation pursuant to O.C.G.A. section 13-6-11.

COUNT II

(Breach of Paragraph 5 of the Confidentiality and Non-Solicitation Agreement: Customer Non-Solicitation Covenant)

115.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 114 as if fully set forth herein.

116.

The customer non-solicitation covenant in paragraph 5 of the Confidential and Non-Competition Agreement is valid and enforceable.

117.

Defendant has breached the customer non-solicitation covenant.

118.

As a direct and proximate result of Defendant's breach, MiMedx has suffered and continues to suffer damages.

119.

MiMedx is entitled to injunctive relief to enjoin further breaches, and MiMedx will suffer irreparable harm if an injunction against Defendant does not issue.

120.

MiMedx is also entitled to an award of any and all damages already caused by Defendant's breach of the customer non-solicitation covenant in an amount to be determined and proven at the time of trial.

121.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused MiMedx unnecessary trouble and expense. MiMedx is therefore entitled to

an award of its attorneys' fees and the costs of this litigation pursuant to O.C.G.A. section 13-6-11.

COUNT III

(Breach of Paragraph 4 of the Confidentiality and Non-Solicitation Agreement: Return of Property Provision)

122.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 121 as if fully set forth herein.

123.

The return of property provision in paragraph 4 of the Confidentiality and Non-Solicitation Agreement is valid and enforceable.

124.

Defendant has breached and is in breach of the return of property provision.

125.

MiMedx is entitled to injunctive relief to compel Defendant's compliance with the return of property provision, and MiMedx will suffer irreparable harm if an injunction against Defendant does not issue.

126.

In addition, as a direct and proximate result of Defendant's breach, MiMedx has suffered and continues to suffer damages.

127.

MiMedx is entitled to an award of any and all damages already caused by Defendant's breach of the return of property provision in an amount to be determined and proven at the time of trial.

128.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused MiMedx unnecessary trouble and expense. MiMedx is therefore entitled to an award of its attorneys' fees and the costs of this litigation pursuant to O.C.G.A. section 13-6-11.

COUNT IV

(Breach of Paragraph 3 of the Confidentiality and Non-Solicitation Agreement: Duty of Confidentiality Covenant)

129.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 128 as if fully set forth herein.

130.

The non-disclosure covenant in paragraph 3 of the Confidential and Non-Competition Agreement is valid and enforceable.

131.

Defendant has breached the non-disclosure covenant.

132.

As a direct and proximate result of Defendant's breach, MiMedx has suffered and continues to suffer damages.

133.

MiMedx is entitled to injunctive relief to enjoin further breaches, and MiMedx will suffer irreparable harm if an injunction against Defendant does not issue.

134.

MiMedx is also entitled to an award of any and all damages already caused by Defendant's breach of the non-disclosure covenant in an amount to be determined and proven at the time of trial.

135.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused MiMedx unnecessary trouble and expense. MiMedx is therefore entitled to

an award of its attorneys' fees and the costs of this litigation pursuant to O.C.G.A. section 13-6-11.

COUNT V

(Breach of Paragraph 2 of the Confidentiality and Non-Solicitation Agreement: Duty of Loyalty Covenant)

136.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 135 as if fully set forth herein.

137.

The duty of loyalty covenant in paragraph 2 of the Confidential and Non-Competition Agreement is valid and enforceable.

138.

Defendant has breached the duty of loyalty covenant.

139.

As a direct and proximate result of Defendant's breach, MiMedx has suffered damages.

140.

MiMedx is entitled to an award of any and all damages caused by Defendant's breach of the duty of loyalty covenant in an amount to be determined and proven at the time of trial.

141.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused MiMedx unnecessary trouble and expense. MiMedx therefore is entitled to an award of its attorneys' fees and the costs of this litigation pursuant to O.C.G.A. section 13-6-11.

COUNT VI

(Violation of the Computer Fraud and Abuse Act)

142.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 141 as if fully set forth herein.

143.

Defendant acquired MiMedx's confidential information by intentionally accessing, without MiMedx's authority, a protected computer or protected computer network owned by MiMedx, through which MiMedx provides electronic communication service to its employees and authorized users throughout the

United States, and on which MiMedx stored information and other electronic communications.

144.

Defendant wrongfully obtained MiMedx's information while it was in electronic storage on MiMedx's protected computers or protected computer network.

145.

By his actions, Defendant intentionally exceeded any authorized access to MiMedx's protected computers or protected computer network, and thereby obtained information belonging to MiMedx which was stored on MiMedx's computers involved in interstate or foreign communication.

146.

Defendant intentionally exceeded any authorized access to MiMedx's protected computers or protected computer network, and by means of such conduct furthered their intended fraud and obtained MiMedx's information, the value of which exceeds \$5,000 per annum.

147.

By his actions, Defendant intentionally accessed MiMedx's protected computers without authorization, and as a result of such conduct, caused and is

causing, or recklessly caused and is causing, damage and loss to MiMedx that exceeds \$5,000 in value.

148.

Defendant's actions constitute violations of the Computer Fraud and Abuse Act, 18 U.S.C. sections 1030(a)(2)(C), 1030(a)(4), and 1030(a)(5).

149.

The conduct of Defendant has proximately caused and is causing damage, loss and other injury to MiMedx and its property exceeding \$5,000 per annum, and MiMedx may therefore pursue civil relief against Defendant pursuant to 18 U.S.C. section 1030(g).

COUNT VIII

(Violation of the Georgia Computer Systems Protection Act)

150.

MiMedx repeats and realleges each and every allegation set forth in paragraphs 1 through 149 as if fully set forth herein.

151.

MiMedx's computers and computer systems constitute a "computer" as that term is defined by O.C.G.A. section 16-9-92.

152.

MiMedx's computers, computer terminals, servers, and related devices and software constitute a "computer network" as that term is defined by O.C.G.A. section 16-9-92.

153.

Defendant's use of MiMedx's computers and computer networks to obtain confidential information, trade secrets and other property of MiMedx was "without authority," as that term is defined by O.C.G.A. section 16-9-92.

154.

Defendant used MiMedx's computers and computer networks with knowledge that such use was without authority, and with the intention of taking or appropriating the property of MiMedx, in violation of O.C.G.A. section 16-9-93(a)(1).

155.

Defendant used MiMedx's computers and computer networks with knowledge that such use was without authority, and with the intention of obtaining MiMedx's property by deceitful means and/or artful practice, in violation of O.C.G.A. section 16-9-93(a)(2).

156.

Defendant used MiMedx's computers and computer networks with knowledge that such use was without authority, and with the intention of converting MiMedx's property to his own use in violation of known legal obligations to make a specified application or disposition of MiMedx's property, in violation of O.C.G.A. section 16-9-93(a)(3).

157.

MiMedx has been injured by reason of Defendant's violations of O.C.G.A. sections 16-9-93(a)(1), (2), and (3), and is entitled to an award of compensatory damages against Defendant in an amount to be determined at trial.

158.

Defendant's violations of O.C.G.A. sections 16-9-93(a)(1), (2), and (3) exhibit willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care that would raise the presumption of conscious indifference to consequences, such that MiMedx is entitled to punitive damages in an amount to be determined at trial.

JURY DEMAND

MiMedx hereby demands a trial by jury on all claims so triable.

WHEREFORE, MiMedx respectfully prays of this Honorable Court as follows:

(A) For preliminary and permanent injunctive relief restraining Defendant from using in any manner, or otherwise disclosing to any third party, any and all information in his possession, custody, or control which Defendant received or took from MiMedx;

(B) For an order enjoining and restraining Defendant from violating the restrictive covenants in the Non-Competition Agreement and the Customer and Non-Solicitation Agreement;

(C) For an order enjoining and restraining Defendant and anyone acting in concert with him from accessing, tampering with, purging, deleting or destroying any tangible or electronically stored information (i.e., whether in hard copy format or contained on computer equipment, electronic storage media, or webmail accounts), which is in his possession, custody or control and which relates in any way to MiMedx, to any information obtained from MiMedx, or to Defendant's efforts to compete with MiMedx;

(D) For an order requiring Defendant and anyone acting in concert with him to return to MiMedx, and make no use of, all property and information belonging to MiMedx;

(E) For an order requiring Defendant to immediately provide access to and permit a forensic copy be made by MiMedx's chosen ESI vendor of all computers (including but not limited to iPads or similar tablets), Personal Digital Assistants, mobile e-mail or smartphone devices (including but not limited to Blackberries, cellular phones, text messaging devices, iPhones, etc.), storage media (including but not limited to flash drives, USB drives, external hard drives, DVDs, CDs, etc.), cloud storage accounts (i.e., Dropbox, Box.com), and e-mail accounts used by Defendant to conduct business or on which any information belonging to, related to or referring to MiMedx is stored, for the purpose of verifying the return, removal or destruction of all MiMedx materials and information through a good-faith, mutually agreed upon, third party protocol that will also protect the personal information of Defendant, if any; to the extent that MiMedx's chosen ESI vendor determines that any computer, storage media or other device covered by the above description cannot be forensically copied on site, MiMedx's chosen ESI vendor shall be permitted to take such devices for copy at MiMedx's chosen ESI vendor's site and to be returned to Defendant within 72 hours;

(F) For an order requiring Defendant, to immediately, confidentially provide MiMedx's chosen ESI vendor with the user name and password of any personal email account used by Defendant and permit access to and a forensic copy

to be made of the contents of any such e-mail account, for the purpose of verifying the return, removal or destruction of all MiMedx materials and information through a good-faith, mutually agreed upon, third party protocol that will also protect Defendant's personal information, if any;

(G) That MiMedx be awarded a judgment against Defendant in an amount to be determined and proved at the time of trial;

(H) For an award of MiMedx's reasonable attorneys' fees and expenses of litigation incurred in pursuing this Complaint; and

(I) For such other and further relief as this Court deems just, proper and equitable under the circumstances.

This 31st day of January, 2014.

[SIGNATURE PAGE FOLLOWS]

Respectfully submitted,

By: s/ Benjamin I. Fink
Benjamin I. Fink
Georgia Bar No. 261090
Email: bfink@bfvlaw.com
Neal F. Weinrich
Georgia Bar No. 294586
Email: nweinrich@bfvlaw.com
Amy E. Dehnel
Georgia Bar Number 707836
Email: adehnel@bfvlaw.com

BERMAN FINK VAN HORN, P.C.
3475 Piedmont Road, NE
Suite 1100
Atlanta, Georgia 30305
Telephone: (404) 261-7711
Facsimile: (404) 233-1943

COUNSEL FOR PLAINTIFF
MIMEDX GROUP, INC.
580224

Exhibit "A"

Non-Competition Agreement

THIS AGREEMENT is made by and between MiMedx Group, Inc., (the "Company") and Michael J. Meyer ("Employee"). In consideration of the employment or continued employment of the Employee and the salary and other remuneration and benefits paid by the Company to the Employee while Employee is employed by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree:

1. Employee Acknowledgments

- (a) The Employee agrees that the Company is engaged in the highly competitive business of an integrated developer, manufacturer and/or marketer of (i) collagen based biomaterials and products and durable hydrogel biomaterials and products, (ii) bioimplants processed from human amniotic membrane, and (iii) other amnion-based products (the "Business").
- (b) The restrictive covenant set forth below in Section 2 is essential for the Company to protect its: (i) trade secrets (as defined by the Georgia Trade Secrets Act of 1990); (ii) valuable confidential information; (iii) substantial relationships with specific prospective or existing customers; (iv) customer good will associated with (A) the Business, including, but not limited to, by way of trade name, trademark, service mark, or trade dress, (B) a specific geographic location; or (C) a specific marketing or trade area; or (v) extraordinary or specialized training.
- (c) Employee: (i) by reason of the Company's investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, or other business relationships during the course of Employee's employment with the Company will attain a high level of influence or credibility with the Company's customers, vendors, or other business relationships; or (ii) by reason of working for the Company, will be in possession of selective or specialized skills, learning, or abilities, or customer contacts or customer information, or confidential information.
- (d) In the course of Employee's employment with the Company, Employee has done or will do one or more of the following (i) customarily and regularly solicit for the Company customers or prospective customers; (ii) customarily and regularly engage in making sales or obtaining orders or contracts for products or services to be performed by others; (iii) perform the following duties: (A) have a primary duty of managing the Company or of a customarily recognized department or subdivision of the Company; (B) customarily and regularly direct the work of two or more other employees; or (C) have the authority to hire or fire other employees or have particular weight given to suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees; or (iv) perform the duties of a key employee or professional, as such terms are defined under the Georgia Restrictive Covenants Act.

2. Non-Competition. During Employee's employment with the Company and for a period of one (1) year following the termination of Employee's employment for any reason (the "Termination Date"), Employee shall not, within the Territory, either directly or indirectly, provide the same or similar services (or consulting with respect to the same or similar services) as those provided by Employee for or on behalf of the Company within two (2) years prior to the Termination Date, for any individual or entity that provides products or services that are competitive with or the same as or similar to those provided by the Business. For purposes of this Agreement, "Territory" means the continental United States.

3. Severability. If any part or provision in this Agreement is determined to be in violation of any law, rule or regulation or otherwise unenforceable, such determination shall not affect the validity of any other part or provision of this Agreement, but such other parts or provisions shall remain in full force and effect. Each provision, paragraph, and subparagraph of this Agreement is severable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant. If a court concludes that any provision, paragraph or subparagraph of this Agreement is overbroad or unenforceable for any reason, the court may modify that provision, paragraph or subparagraph to the minimum extent necessary and then enforce it as modified. The covenants in this Agreement are independent of any other rights or obligations between the parties, and any dispute between the parties as to any such right or obligations shall not delay, preclude or otherwise limit the enforcement of any rights or obligations in this Agreement.

4. Successors. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Employee, Employee's heirs, executors and administrators.

5. Injunctive Relief. The Employee understands, acknowledges and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law, and the Company will therefore be entitled to injunctive relief from the courts enjoining said breach or threatened breach. The Employee further acknowledges that the Company also shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.

6. Tolling. In the event the enforceability of any of the terms of this Agreement shall be challenged in a court of competent jurisdiction and Employee is not enjoined from breaching any of the restrictive covenants, then if a court of competent jurisdiction finds that the challenged restrictive covenant(s) is enforceable, the time periods set forth herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Agreement until the dispute is finally resolved and all periods of appeal have expired.

7. Reasonableness of Restrictions. Employee warrants that the restraints imposed upon Employee under Section 2 above: (i) are reasonable, (ii) do not and would not impose an undue economic hardship upon Employee, (iii) are necessary for the reasonable and proper protection of the Company and the Business, and (iv) are reasonable in respect to subject matter, length of time and geographic area.

8. Waiver of Breach. The Company's waiver of a breach of any provision of this Agreement by the Employee does not waive any subsequent breach by the Employee, nor does the Company's failure to take action against any other employee for similar breaches operate as a waiver by the Company of a breach.

9. Entire Agreement and Modification. This Agreement represents the entire understanding between Employee and the Company on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Company other than in writing signed by Employee and an authorized representative of Company. This Agreement supersedes and entirely replaces any other all prior discussions, agreements, and understandings of every kind and nature, whether oral or in writing, between the parties with respect to the subject matters addressed herein. The waiver by the Company of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by Employee.

10. Governing Law; Jurisdiction; Venue. This Agreement has been entered into under and shall be governed by the laws of the State of Georgia. The parties agree that the state and federal courts located in or covering Cobb County, Georgia shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. Employee hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Cobb County, Georgia for adjudication of all disputes between the parties under this Agreement or otherwise related to the parties' relationship. Employee hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

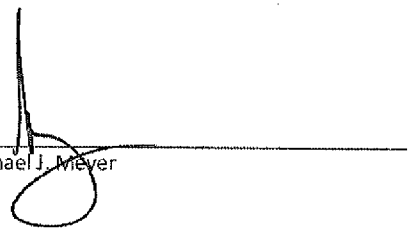
11. Employee's Status. Nothing in this Agreement will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Company will continue to employ Employee, nor will this Agreement affect in any way the right of the Company to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Agreement, Employee acknowledges and agrees that Employee's employment with the Company is "at will". No change of Employee's duties as an employee of the Company will result in, or be deemed to be, a modification of the terms of this Agreement.

12. Future Employment. For so long as the restricted period in Section 2 of this Agreement remains in effect, Employee shall provide any employers or prospective employers with a copy of this Agreement. For so long as the restricted periods in the covenants in this Agreement remain in effect, the Employee also expressly consents to the Company providing a copy of this Agreement to any of the Employee's future employers.

The parties hereto have duly executed this Agreement on the date identified below.

Employee has carefully read and understands the provisions of this Agreement and has had the opportunity to seek independent legal advice prior to signing this Agreement. Employee represents and warrants that Employee has entered into this Agreement voluntarily and after consulting with whomsoever Employee wished.

Executed this 26 day of JAN, 2013.
(day) (month) (year)


Michael J. Meyer

MiMedx Group, Inc.

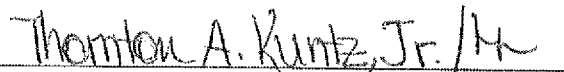

By: Thornton A. Kuntz, Jr.
Vice President, Human Resources and Administration

Exhibit “B”

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT is made by and between MiMedx Group, Inc., (the "Company") and Michael J. Meyer ("Employee"). In consideration of the employment of the Employee and the salary and other remuneration and benefits paid by the Company to the Employee while Employee is employed by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree:

1. Definitions.

- (a) "Business" means the business of an integrated developer, manufacturer and marketer of A) collagen based biomaterials or products and durable hydrogel biomaterials or products, B) bioimplants manufactured from human amniotic membrane or C) amnion based products.
- (b) "Customer of Company" means a physician practice, physician, hospital, or any other person and/or entity that utilizes the products of the Company or procures the Company's products for utilization by others.
- (c) "Material Contact" as used in Section 5 below means personal contact with a Customer of the Company in an effort to initiate, maintain or further a business relationship between Company and such Customer. "Material Contact" as used in Section 6 below means direct personal contact between Employee and another employee of the Company, its parent or other subsidiary of its parent in the performance of Employee's job duties on behalf of the Company.
- (d) "Confidential Information" means information about the Company, its parent and the other subsidiaries of its parent and their respective employees, Customers, products, patients and/or business relationships with other parties which is not generally known outside of the applicable entity, which Employee learns of, receives knowledge of or access to, or develops or obtains from examination, testing or analysis, at any time and in any form or media, whether oral, written, graphic, machine readable, sample form draft, or other media, or in information storage and retrieval systems, in connection with Employee's employment with the Company, and which would be useful to competitors of the applicable entity. Confidential Information includes, but is not limited to: (1) business and employment policies, marketing methods and the targets of those methods, bids, proposals, financial data, Customer lists, business plans, promotional materials and pricing; (2) the terms upon which the applicable entity obtains products from its vendors; (3) the nature, origin, composition and development of the Company's products; (4) all data, reports, analyses, notes, interpretations, forecasts, records, documents, agreements and information concerning the applicable entity or other parties which are not generally available to the public, analysis of a possible business relationship or transaction between the applicable entity and other parties, at any time and in any form, whether or not expressly marked as proprietary or confidential, including without limitation business plans; customer lists; financial statements and other financial information of the disclosing party and its customers; suppliers; know-how; strategic or technical data; technology (including without limitation all design, manufacturing and related technology); sales and marketing data; marketing research data; product research and development data; software programs (including source code), designs, developments, data and any components thereof, whether or not copyrightable; Intellectual property; pricing information; any oral, written or visual information obtained by meeting representatives or personnel of the other party or touring its facilities; all oral or written analyses (including any valuation or proposed price or range of prices for the stock or assets of either party), notes, analyses, compilations, studies, interpretations or other documents and all copies thereof prepared by either party of the affiliated entity's business relationship, which contain, reflect or are based upon, in whole or in part, any of the information which is described in the this clause; and the content and substance of any discussions or negotiations between the affiliated entity and other parties, and the fact that such discussions or negotiations have taken place.; (5) information provided by third parties which the Company has a duty to protect from disclosure; (6) personnel information; (7) information regarding technology used by the applicable entity in the business; and (9) clinical trial data and outcomes
- (e) "Trade Secrets" means Confidential Information which meets the additional requirements of the Uniform Trade Secrets Act or similar state law, as applicable.

2. Employment. Employee agrees to faithfully perform the duties assigned to Employee, and will not engage in any other employment or business activity while employed by Company which would interfere with Employee's full-time performance of Employee's duties for Company, or cause a conflict of interest. Employee covenants that Employee is not subject to any agreements with a prior employer restricting Employee's ability to work for Company. Employee further covenants that Employee does not possess any property or Confidential Information belonging to any prior or existing employer for use on behalf of Company. Employee agrees to abide by all of the Company's policies and procedures, which may be amended from time to time.

3. Duty of Confidentiality. Employee agrees that during employment with the Company and for a period of three (3) years following the end of that employment for any reason, Employee shall hold all Confidential Information in confidence and shall not directly or indirectly divulge or make use of, copy, publish, summarize or remove any Confidential Information or Trade Secrets outside of employment with Company without prior written consent of the Company, except as otherwise required pursuant to valid judicial order, provided Employee shall provide written notice of such order to, and shall use Employee's best efforts to cooperate with, the Company to obtain a protective order or other remedy to ensure that confidential treatment will be afforded such Confidential Information. Employee acknowledges that applicable law may impose longer duties of non-disclosure. Notwithstanding anything herein to the contrary, Employee's obligations regarding the Company's Trade Secrets shall survive the termination of Employee's employment for any reason and shall continue thereafter for the maximum period of time permitted under applicable law. The term "Confidential Information" does not include, however, information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by Employee; or (b) Employee can show was within Employee's possession prior to its being furnished by or on behalf of the Company, provided that the information was not provided to Employee in violation of a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality owed to the Company;

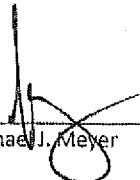
or (c) was received by Employee from a third party owing no duty to the Company and having the legal right to transmit the same; (d) is independently developed by Employee without the aid, application or use of the Confidential Information; or (e) is explicitly approved for release by written authorization of the Company.

4. Company Property and Information. The sole and exclusive property and information belonging to the Company includes, without limitation, all papers, records, data, notes, drawings, files, documents, and other materials, including all copies of such materials, relating to the Employee's employment services or the business of the Company that Employee possesses or creates as a result of or during Employee's employment by the Company, whether or not confidential, as well as all Company-issued equipment vehicles, keys, devices, computers, cell phones and hand-held communication devices, pagers, and data and information storage and retrieval devices. Employee agrees to return all of the Company's property and information within three (3) days following the end of Employee's employment with the Company for any reason. To the extent Employee maintains property and information belonging to Company in electronic form on any computers or other electronic devices owned by Employee, Employee agrees to delete all such information fully and finally within three (3) days following the end of employment with Company for any reason, and, if requested by Company, to confirm the fact of such deletion in writing.
5. Non-Solicitation Covenant. While employed by the Company and for a period of twelve (12) months following the end of employment for any reason, Employee will not directly or indirectly solicit or attempt to solicit from any of the Customers with whom Employee had Material Contact during the last two (2) years of Employee's employment with the Company any business in competition with the Business of the Company. It is understood by the Employee that (i) the Company has attempted to limit Employee's right to solicit Customers only to the extent necessary to protect the Company from unfair competition during the twelve (12) months following the end of employment, and (ii) the purpose of these covenants and promises is (and that they are necessary) to protect the Company's legitimate business interests, and to protect and retain (and to prevent Employee from unfairly and to the detriment of the Company utilizing or taking advantage of) those substantial contacts and relationships (including those with Customers of the Company) which Employee may establish due to Employee's employment with the Company. Employee represents that Employee's experience and abilities are such that existence or enforcement of these covenants and promises will not prevent Employee from earning or pursuing an adequate livelihood and will not cause an undue burden to Employee or Employee's family.
6. Non-Recruitment of Company Employees. While employed by the Company, and for a period of twelve (12) months following the end of employment for any reason, Employee will not directly or indirectly solicit or attempt to solicit any employee of the Company, its parent or other subsidiaries of its parent with whom Employee had Material Contact during the last two (2) years of Employee's employment with the Company for the purpose of encouraging, enticing, or causing said employee to terminate employment with the Company.
7. Other Employment After Termination. Employee acknowledges and represents that Employee has substantial experience and knowledge such that Employee can readily obtain subsequent employment which does not violate this Agreement.
8. Choice of Law and Forum Selection. All provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to principles of conflict of laws. Any lawsuit, claim, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in or covering Cobb County Georgia, and the Employee and the Company hereby submit to the personal jurisdiction and venue of the state and federal courts located in or covering Cobb County Georgia. In the event Company is the prevailing party in any such proceeding, the Employee shall reimburse the Company for the costs (including reasonable attorney's fees) incurred by the Company in such proceeding.
9. Construction of Agreement. The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event a court should determine not to enforce a covenant as written due to overbreadth, the parties specifically agree that said covenant shall be enforced to the extent reasonable, whether said revisions be in time, territory, or scope of prohibited activities.
10. Successors. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and the Employee, Employee's heirs, executors and administrators.
11. Entire Agreement and Modification. This Agreement represents the entire understanding between Employee and the Company on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Company other than in writing signed by Employee and an authorized representative of Company. This Agreement supersedes and entirely replaces any other prior discussions, agreements, and understandings of every kind and nature, whether oral or in writing, between the parties with respect to the subject matters addressed herein. The waiver by the Company of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by Employee.
12. Injunctive Relief. Employee understands, acknowledges and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law, and the Company will therefore be entitled to injunctive relief from the federal or state courts located in or covering Cobb County Georgia enjoining said breach or threatened breach. The existence of any claim or cause of action by Employee against the Company, including any dispute relating to the termination of this Agreement, shall not constitute a defense to enforcement of the covenants and promises contained herein

by injunction. Employee further acknowledged that the Company also shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.

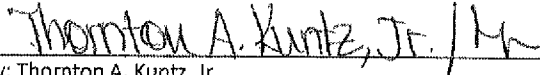
Employee has carefully read and understands the provisions of this Agreement, and has had the opportunity to seek independent legal advice prior to signing the Agreement. Nothing contained in this Agreement creates a contractual right to employment for a definite term, and either party may terminate the employment subject to this Agreement with or without cause at any time, and for any reason, including no reason. Employee represents and warrants that Employee has entered into this Agreement voluntarily and after consulting with whomsoever Employee wished.

Executed this 26 day of JAN, 2013.
(day) (month) (year)



Michael J. Meyer

MiMedx Group, Inc.



By: Thornton A. Kuntz, Jr.
Vice President, Human Resources and Administration

Exhibit “C”



Innovations in Biomaterials

Policies at a Glance

A Guide to
MiMedx Policies

November 2010

8

Employees may be assigned varying hours of work in the Company's sole discretion, regardless of their regular schedule. Any FTR or PTR employee that consistently works hours which vary over a prolonged period of time from their official employment status will have their employment status reviewed. If approved, the employee's status will be changed to reflect the hours consistently worked over the previous thirteen (13) weeks.

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

In consideration of employment, all employees must execute the MiMedx Confidentiality and Non-Solicitation Agreement ("Agreement"). This policy and its supporting Agreement outlines the requirements to be upheld in the care of the Company's Trade Secrets and confidential and proprietary information and documents. The Company and its employees shall treat all Trade Secrets and Confidential Information as confidential and proprietary. The restrictive covenants of this policy and Agreement apply both during and after one's employment with MiMedx.

NON-COMPETITION AGREEMENT

In consideration of employment, employees in designated positions must execute the MiMedx Non-Competition Agreement. Individuals to be hired in designated positions may only be employed if the individual executes the MiMedx Non-Competition Agreement. Positions that are required as a condition of employment to have an executed Non-Competition Agreement in effect include: a) All Directors and above; b) All Sales and Marketing professionals; c) All Account Management professionals; d) All Research and Development Engineers and Product Development Engineers; and e) all other professional positions as designated by the Company.

EMPLOYEE INVENTIONS ASSIGNMENT AGREEMENT

In consideration of employment, all designated employees must execute the MiMedx Employee Inventions Assignment Agreement ("Agreement"). This policy and its supporting Agreement outlines the requirements to be upheld in the care of the Company's Trade Secrets, property, inventions, copyrights, and supporting work products and documents. The Company and its employees shall treat all information and documents in the best interest of MiMedx. The restrictive covenants of this policy and Agreement apply both during and after one's employment with MiMedx.

Exhibit “D”

RECEIPT AND ACKNOWLEDGMENT

By signing below, I acknowledge and understand the following:

- I have received, promised to read, and understand this *Policies at a Glance* Brochure ("Brochure").
- I understand that if I have any questions regarding this Brochure, I may ask my supervisor or management for an explanation.
- My employment is not for a definite period of time and may be terminated "at-will" by me or by MiMedx at any time with or without cause.
- This Brochure is for informational purposes only and nothing in this Brochure is meant to constitute a contract of employment.
- This Brochure does not create an express or implied contract of employment for me or for anyone else.
- Any statements or understandings that are inconsistent or contrary to this Brochure will not be effective unless they are in writing signed on behalf of MiMedx by a person authorized to do so.
- An employment contract with MiMedx may only be entered into if it is in writing and signed on behalf of MiMedx by a person authorized to do so.
- I have not relied on any statements or understandings that are different from or inconsistent with the statements made above or any of the provisions of this Brochure.
- The contents of this Brochure may change from time to time and MiMedx will use reasonable efforts to communicate the changes. MiMedx, in its sole discretion, reserves the right to make any changes to this Brochure, or terminate it in whole or in part at any time, with or without notice to me.
- This Brochure replaces and supersedes all prior handbooks, brochures or correspondence and understandings regarding the subject matter contained herein.

Employee

1/26/13

Date

MiMedx Copy

(to be signed by Employee and returned to MiMedx)

Exhibit “E”



Innovations in Biomaterials

Policies at a Glance

A Guide to
MiMedx Policies

November 2010

BACKGROUND INVESTIGATIONS

The Company will utilize a standard requirement and process for obtaining and evaluating background information and drug screens as a condition of employment. Offers of employment will be contingent upon obtaining an application and a background investigation through the Human Resources Department. If the results of the background investigation are unfavorable, the individual will be denied employment, or if employment has commenced, the individual's employment will be terminated.

CONDITIONAL JOB OFFERS

All prospective employees must fill out a pre-employment application and respond to all questions therein.

Qualified individuals deemed to be the best candidate for a position will be extended an offer of employment contingent upon, at a minimum, the completion of a background investigation and satisfactorily passing a drug screen. Such qualified individuals shall be informed that a background investigation and drug screen, among other requirements, are conditions of employment for the position sought, and a consent form for a background investigation must be completed and signed by the individual.

CODE OF BUSINESS CONDUCT AND ETHICS

MiMedx is committed to upholding the highest possible standards governing the conduct of the Company's business. Certain standards of behavior are essential in protecting our Company, work environment and the reputation of MiMedx. Conduct that is immoral, unethical or illegal or which adversely affects the Company and its reputation and best interests will not be tolerated.

This policy is presented to all employees in the form of the agreement exhibited below. All employees must read the agreement and agree to abide by the standards of this policy and agreement through the execution of the agreement. The execution of this agreement is an initial condition of employment for all employees.

The content and procedures for compliance with this policy are contained in the agreement exhibited below:

MIMEDX GROUP, INC.
CODE OF BUSINESS CONDUCT AND ETHICS

This Code of Business Conduct Applies to All Directors, Officers and Employees

This Code of Business Conduct and Ethics (the "Code") applies to all directors, officers, and employees of MiMedx Group, Inc. and its subsidiaries (together, the "Company"). It also applies to all directors, officers, and employees of the Company's controlled affiliates and employees who serve as directors or officers (or an equivalent position) of any non-controlled affiliate.

This Code is part of the terms and conditions of each employee's employment with the Company; provided, however, the Code does not create an express or implied employment contract and is not intended to be interpreted as a contract. To the contrary, it presents guidelines and constitutes a statement of principles to which all of us are held accountable.

The Company is committed to the highest standards of ethical and professional conduct. This Code establishes basic standards of business practice, as well as professional and personal conduct, which are expected of all directors, officers, and employees. These standards require honesty and candor in the Company's activities. The Company expects all directors, officers, and employees to abide not only by the "letter" but also the "spirit" of the Code.

This Code also sets forth procedures for bringing complaints or issues before management or the Audit Committee on a confidential, anonymous basis. You should review the procedures carefully.

Basic Principles of Ethical Corporate Conduct

Because the Company is judged by the performance and public perception of its directors, officer, and employees, each director, officer, and employee has a responsibility always to act in a manner that merits public trust and confidence consistent with the highest standards expected of directors, officers, and employees of a publicly owned corporation.

The principles set forth below are basic principles that must be followed:

1. Be honest, fair and trustworthy in all relationships in carrying out your duties for the Company.
2. Avoid actual and apparent conflicts of interest between work and your personal interests, and if there are any such conflicts or potential conflicts, seek

approval beforehand from the Company's General Counsel, or if you are an officer, from the Audit Committee of the Board of Directors.

3. Obey all applicable laws, rules and regulations governing the Company's business, wherever it is conducted, and do not take any action, either personally or on behalf of the Company, that violates any such law or any other significant law or regulation, the violation of which would reflect poorly on you or the Company. Do not take advantage of the Company, its employees, customers, vendors, or suppliers or any other third parties.
4. Treat the Company's property and funds with the same care and respect you would treat your own property and funds. The Company's property and funds belong to its stockholders. Do not improperly charge and do not fail to charge for services the Company renders.
5. Foster an atmosphere in which personal integrity and fair dealing is part and parcel of what you do.
6. Be honest and candid with regard to all reporting of financial results. Be timely and accurate in all your reporting; do not change or fudge numbers or facts to make yourself or someone else look better.
7. Be loyal to the Company. Do not (i) deprive the Company of an opportunity; (ii) take for your own advantage an opportunity that belongs to the Company; or (iii) help others violate (i) or (ii), if they are in a position to divert a Company opportunity for their own benefit.
8. Keep confidential information about the Company and its customers, which may include pricing, research, intellectual property, Company or customer financial information, the identity of customers or suppliers, trade secrets, and proprietary information confidential, both while you are employed and after you leave the Company, and do not use any such information for your personal advantage or for the benefit of the Company's competitors.
9. All employees and representative of the Company should understand the legal and ethical issues associated with gifts and entertainment and how they can affect our relationship with our customers, suppliers, and the general public. The decision to offer or accept gifts or entertainment should be made only in compliance with legal requirements and ethical considerations, and with the involvement of a manager if unsure of the appropriate course.

The issue of gifts and gratuities may have legal implications when the government, or government entity is involved, and serious consequences can result from mishandling these relationships. Offering or accepting bribes or pay-offs is always prohibited.

Business gifts and entertainment are courtesies designed to build goodwill and sound working relationships among business partners. We do not, however, want to obtain business through improper means as to gain any special

advantage in a relationship. Business gifts that compromise, or even appear to compromise, our ability to make objective and fair business decisions are inappropriate. Gifts from a subordinate to a superior should be limited to reasonable gifts given in recognition of a commonly celebrated occasion or event.

10. Treat all persons fairly, regardless of such factors as race, religion, gender, disability, age or national origin. Adhere to fair employment practices. Extend courtesy to every employee, customer, vendor, and supplier of the Company.
11. Be thoroughly familiar with, adhere to and fully comply with all Company policies and procedures, including, without limitation, this Code, the Company's Insider Trading Policy, the Company's Reporting Procedures for Accounting Matters, and other standards of conduct.
12. Conduct business in a way that protects the health and safety of the Company employees, other people, and the environment. Employees should act in a manner that ensures compliance with all applicable governmental and private health, safety, and environmental requirements, including contributing to an alcohol- and drug-free workplace.
13. Invest the time necessary to learn your job thoroughly and learn from your colleagues who have more experience in the Company's business.
14. Promptly report to your supervisor or the General Counsel (or, if appropriate, the Audit Committee) any irregularities or apparent wrongdoing, including violations of the matters listed in this section and all facts surrounding any such incident.
15. Do not withhold, misrepresent or misconstrue facts or information when reporting any matter to your supervisor or superior or reporting violations of this Code or any other standards of conduct to your supervisor, the General Counsel or the Audit Committee.
16. Any Company employee who is in possession of material, non-public information concerning the Company's financial condition, operations, properties or prospects may not purchase or sell the Company's stock until two (2) business days after that information has been publicly disclosed. Material, non-public information is information about the Company an investor would consider important that has not been publicly disclosed, either by the Company or otherwise.

EXAMPLES OF CONDUCT THAT VIOLATES THIS CODE

The following are examples of conduct that violates this Code:

- Acts of dishonesty and/or embezzlement, including borrowing money from the Com-

pany without approval of a senior officer or using Company property for personal use or personal gain.

- Accepting or giving bribes or kickbacks to or from the Company's customers, vendors, or suppliers.
- Making favorable freight arrangements for customers that result in you obtaining a personal benefit.
- Misusing Company property.
- Abusing or misusing property belonging to customers, vendors, suppliers, and other third parties.
- Looking up or obtaining information on workstation screens, company records or elsewhere about the Company's financial or proprietary information, unless there is a business need to do so that has been expressly approved by your supervisor.
- Using Company information for your own benefit or to benefit someone else, either directly or indirectly.
- Trading in the Company's stock while in possession of important inside information about the Company that has not been publicly disclosed.
- Falsifying or destroying Company records or documents except as part of a normal and previously approved record destruction program.
- Failing to report any matters accurately or timely to a supervisor or superior or misrepresenting or misstating facts in any oral or written report.
- Failing to report wrongdoings to senior management.
- Performing work for a person or entity that has a business relationship with the Company or for a person or entity that competes with the Company without prior approval of management.

The examples above are not all-inclusive, and the Company reserves the right to determine if and when conduct constitutes a violation of this Code, whether or not the conduct is specifically identified.

WHERE TO GET MORE INFORMATION

If you do not understand or have any questions about any portion of this Code, you should contact the General Counsel. You may contact the General Counsel by phone (678) 384-6720, in person or via e-mail: compliance@mimedx.com.

WHO HANDLES COMPLAINTS

If you believe that you or someone else may be in violation of the Code, you may submit

58

your complaints, reports, or concerns, on a confidential and anonymous basis as follows:

(i) writing or orally notifying the Company's General Counsel, your supervisor or an officer of the Company; or

(ii) writing to the Chairperson of the Audit Committee of MiMedx Group, Inc., 811 Livingston Court SE, Suite B, Marietta, Georgia 30067, in an envelope with a legend such as "To be opened by the Audit Committee."

The Company forbids retaliation, and no action will be taken against you for asking in good faith about the Code, about activities that you are considering engaging in or for reporting in good faith a perceived violation of the Code, even if it turns out that there was in fact no violation.

REPORT OF MATTERS TO AUDIT COMMITTEE

When an issue is raised pertaining to the Code, the Chief Financial Officer will take appropriate action under the circumstances; provided, that the Chief Financial Officer shall report all matters to the Chairperson of the Audit Committee relating to any (i) alleged violation of the Code by any director, executive officer, or any Designated Officer (as defined below) (the "Alleged Code Violation"), (ii) complaints, reports, or concerns regarding financial statement disclosures, accounting, internal accounting controls, or auditing matters (collectively, "Accounting Matters"); (iii) violation of applicable securities laws, rules, and regulations relating to financial reporting (a "Legal Allegation"); (iv) retaliation against any employees who make any allegations relating to (i), (ii) or (iii) above (a "Retaliatory Act"); and (v) other matters required to be addressed by the Audit Committee (A) set forth in the Reporting Procedures for Accounting Matters, the Charter of the Audit Committee (the "Charter"), or otherwise, and (B) pursuant to all applicable laws, rules, and regulations.

The Audit Committee has the continuing duty to review the performance of the Company's Chief Financial Officer and other members of the financial management staff and to provide independent and skilled guidance to the Board of Directors in fulfilling its responsibilities and to ensure the fairness and accuracy of the Company's Accounting Matters. Pursuant to Section 301 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder and its Charter, the Audit Committee established reporting procedures for the receipt, retention and treatment of complaints (collectively, a "Complaint") received by the Company and Audit Committee on issues regarding Alleged Code Violations and Accounting Matters as well as other matters.

A copy of the Reporting Procedures for Accounting Matters is available on the Company's website (www.mimedxgroup.com) under Investor Relations.

PROCEDURE

Complaints may be made to the Company anonymously pursuant to the section titled, "Who Handles Complaints." If the Complainant is, or is required to be, addressed by the Audit Committee, then the Audit Committee will take the following actions upon receipt of such Complaint:

- The General Counsel and Chairman of the Audit Committee will review the Complaint and determine whether the full Audit Committee needs to review.
- The Audit Committee will determine, in its sole discretion, whether the matters set forth in the Complaint relate to or involve a material violation of this Code or any Company policy or have a material adverse effect on the Company's financial statements, results of operations or financial controls.
- The Audit Committee may investigate the matters alleged in any Complaint by any procedure it deems appropriate.
- The Complaint, if it involves a material matter, will be reviewed by the Company's independent public accountants or outside legal counsel, or both, as appropriate, and the Audit Committee will take any necessary action to remedy the matters set forth in the Complaint, including, without limitation,
- presenting such Complaint to the Company's Board of Directors for further action if the Audit Committee determines there is substance to the matters alleged in the Complaint.
- Complaints that are not well-founded will be dismissed, but such Complaints will be retained by the Audit Committee for an appropriate period of time, as determined by the Audit Committee.
- No employee will be subject to discipline for bringing a Complaint in good faith to the Audit Committee's attention.

Notwithstanding anything to the contrary herein, any Complaints relating to Accounting Matters, Alleged Code Violations, Legal Allegations or a Retaliatory Act shall be subject to the procedures set forth in the Reporting Procedures for Accounting Matters.

Any Complaints received by the Audit Committee (or the Company's outside legal counsel) will be retained in a separate, confidential file restricting access only to members of the Committee and the Company's outside legal counsel.

CODE OF ETHICAL CONDUCT WAIVERS

A waiver of any of the rules of the Code must be requested in writing. Any waiver will be denied or granted in the sole discretion of the Company or the Audit Committee as appropriate. The General Counsel has authority to grant a waiver for employees who are below the rank of Vice President, subject to approval of the Audit Committee of the Board of Directors. Waivers of any provision of the Code for Designated Officers, executive officers, or directors, as well as any changes to the Code, shall be approved by the Company's Board of Directors and reported or disclosed in accordance with the applicable requirements of the Securities and Exchange Commission and National Association of Securities Dealers, Inc.

All waivers of this policy must be reported to the Audit Committee.

FAILURE TO COMPLY

Engaging in prohibited conduct or not adhering to this Code, or any other standards of conduct adopted by the Company, may lead to disciplinary action against an employee, which may include, without limitation, a warning or letter of reprimand, demotion, salary reduction, loss of eligibility for a salary increase, bonus, or equity compensation, suspension without pay, or termination of employment. If you have any questions or doubts about whether your conduct might pose a conflict or a potential conflict of interest or be otherwise prohibited, refer the matter to your immediate supervisor or the General Counsel.

SPECIAL PROVISIONS RELATING ONLY TO PRINCIPAL, EXECUTIVE OFFICER AND SENIOR FINANCIAL OFFICERS

The Sarbanes-Oxley Act of 2002 and the rules and regulations of the Securities and Exchange Commission issued pursuant thereto require the Company to disclose in its annual report whether it has adopted a code of ethics for its principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions (the "Designated Officers"). For purposes of this requirement, the code of ethics means a codification of standards that is reasonably designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission

and in other public communications made by the Company;

- compliance with applicable governmental laws, rules, and regulations;
- the prompt internal reporting to an appropriate person or persons identified in the Code of violations of the Code; and
- accountability for adherence to the Code.

All provisions of the Code apply to the Designated Officers. In addition, each Designated Officer shall be responsible for the full, fair, accurate, timely, and understandable disclosure in reports and documents that a Company files with, or submits to, the Securities and Exchange Commission and in other public communications made by the Company.

Any Designated Officer who is found to have violated any provision of the Code, including any of the special provisions set forth herein, will be, at the discretion of the Company's Board of Directors, subject to disciplinary action, which may include, without limitation, a warning or letter of reprimand, demotion, salary reduction, loss of eligibility for a salary increase, bonus, or equity compensation, suspension without pay or termination of employment.

PUBLIC AVAILABILITY

This code will be made publicly available in accordance with the applicable requirements of the Securities and Exchange Commission on the Company's website (www.mimedxgroup.com) under "Investor Relations."

INSIDER TRADING & CONFIDENTIAL INFORMATION

Directors, officers and employees of MiMedx Group, Inc., MiMedx Inc., or SpineMedica, LLC, or any other subsidiary of MiMedx Group, Inc. (collectively, the "Company") will, in the course of performing their duties, come into possession of information regarding the Company and its subsidiaries (and possibly other unaffiliated corporations) which is not generally available to the investing public. Examples of such "inside information" include (i) the possibility or terms of proposed mergers, acquisitions or divestitures, (ii) proposals to increase or reduce dividends, (iii) operating results (favorable or unfavorable) of a just completed fiscal quarter or year, (iv) financial projections, (v) changes in top management or control, (vi) major new contracts, (vii) clinical trial information, (viii) technology developments, (ix) significant litigation and

Exhibit “F”



CODE OF CONDUCT COMPLIANCE AGREEMENT

I acknowledge and agree that I:

1. Have received and read the Code of Conduct (the "Code") of MiMedx Group, Inc., and its subsidiaries (collectively, the "Company").
2. Will comply fully with the standards contained in the Code and any compliance policies/procedures applicable to my responsibilities as an employee of the Company.
3. Will report any conduct that I believe to be illegal or to violate the Code of Conduct or any compliance policies/procedures to my supervisor, the Corporate Compliance Officer or any Deputy Compliance Officer, the Company's Chairman & CEO or General Counsel, the Company's Human Resources Department, the Audit Committee of the Board of Directors or through the Compliance Hotline at :

1-877-778-5463

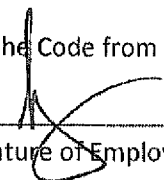
Username: [REDACTED]

Password: [REDACTED]

www.reportit.net

4. Will seek advice from my supervisor, the Corporate Compliance Officer or any Deputy Compliance Officer or the General Counsel regarding any actions required to comply with the Code or compliance policies/procedures.
5. Understand that strict compliance with the Code and any compliance policies/procedures applicable to my responsibilities is a condition of my employment.
6. Understand that my failure or refusal to comply with the Code or compliance policies/procedures will result in disciplinary action up to and including termination of my employment.
7. Understand that the Code does not, in any way, constitute an employment contract or an assurance of continued employment.

The Company reserves the right to amend, modify or update the Code from time to time.



Signature of Employee/Agent

Name: Michael Meyer
[Please Print]

Date: 2-10-13



CERTIFICATE OF COMPLETION OF COMPLIANCE ORIENTATION

Employee/Agent Certification:

The undersigned employee or agent ("Employee") hereby certifies that the Employee participated in orientation in the Code of Conduct of MiMedx Group, Inc. and its subsidiaries (collectively, the "Company") and the Employee's obligations under the Company's Corporate Compliance and Ethics Plan on February 10, 2013.

A handwritten signature in black ink, appearing to read "Michael Moore", written over a horizontal line.

Signature of Employee

Name: Michael Moore

[Please Print]

Date: 2-10-13

Exhibit “G”



Innovations in Biomaterials

Policies at a Glance

A Guide to
MiMedx Policies

November 2010

determination include but are not limited to: relevance to job, department budget, employee's performance, and benefit to the Company. If approved, the employee will be paid his/her regular base salary for the time spent attending a seminar/conference.

PERFORMANCE REVIEWS

The purpose of the Performance Planning and Review process is to provide a means for the supervisor and the employee to have a two-way discussion concerning the achievements of the employee, as well as the opportunity to obtain improved performance. A written performance appraisal using the MiMedx Performance Planning and Review Form is to be completed annually by the employee's manager.

The MiMedx philosophy regarding performance and compensation is *Pay for Performance*. All full-time regular and part-time regular employees are eligible for consideration of an annual merit increase awarded for accomplishment of standards of performance, with the percent of increase based on the level of individual performance, position in salary range, market information and the financial position of the Company. It is the policy of the Company to provide employees with a timely review of their performance at least annually. This review is scheduled to be accomplished on the anniversary date of the employee's time in the position or anniversary date of last review.

ELECTRONIC SYSTEMS USAGE

With management approval, employees may have access to one or more forms of electronic media and services to assist with the conduct of work on behalf of the Company. Electronic media and services includes, but is not limited to, computers, email, telephones, voicemail, fax machines, external electronic bulletin boards, network access, intranet, wire services, online services, and the Internet. This policy also covers electronic media not yet developed or in place at the time of issuance of this policy, to which employees may have access to in the future.

Due to the rapidly changing nature of electronic media, this policy cannot cover every possible situation. Instead, it expresses the MiMedx philosophy and sets forth the general principles to be applied to the use of electronic media and services.

This policy applies to all electronic media and services, which are:

- Company electronic media and services property, whether on or off Company premises, Accessed using Company equipment, or via Company-paid access methods, and/or Used in a manner that identifies the individual with the Company.

- All electronic media and services provided by the Company *are* Company property, and are instituted for the purpose of facilitating Company business. Employees using the Company's electronic media such as Word, Excel, PowerPoint, email, voicemail, etc. are creating Company documents using a Company asset. These documents are not private and may be accessed, deleted or moved by Company management or their designated representatives or parties outside of the Company, under the appropriate circumstances. Even though a message may be deleted from an electronic system, a record of it may remain on the computer system either on the daily backups of all data or in other ways.

- Electronic media do not constitute a private mode of communication, and defamatory material distributed electronically could expose the user to personal liability as well as disciplinary action. Electronic media may not be used for knowingly transmitting, retrieving or storing of any communications which are:
 - a. of a discriminatory or harassing nature;
 - b. derogatory to any individual or group;
 - c. obscene or X-rated communications;
 - d. of a defamatory or threatening nature;
 - e. for "chain letters" or
 - f. for any other purpose which is illegal, against Company policy or contrary to the Company's interest.

The e-mail and voice mail systems are not to be used to create any offensive or disruptive messages. Examples of those which are considered offensive include but are not limited to any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, disability, or other legally protected status.

BUSINESS USE

Electronic media and services are for Company business use. On a limited basis, occasional or incidental use of electronic media (sending or receiving) for personal, non-business purposes is acceptable provided the above restrictions are not violated. However, employees

need to demonstrate a sense of responsibility and may not abuse the privilege. Excessive personal use of electronic media, or violations of the above restrictions, whether during or after normal business hours, may lead to disciplinary action up to and including termination.

If an employee has a need to access a social media site for limited personal reasons, the site may be opened for the limited time necessary to complete the personal message. The site must be immediately closed and cannot remain "minimized" on the Company's equipment.

Equipment assigned by the Company is solely for the accomplishment of Company business and for the sole use of the person to whom the equipment is assigned; no other individuals may use the equipment. This includes friends, spouses, or other family members.

COMPANY ACCESS

Electronic information created and/or communicated by an employee using email, utility programs, spreadsheets, voicemail, telephones, Internet/Company network, VPN access, etc. may be accessed or read by management or their designated representatives or parties outside of the Company, under certain circumstances, such as:

- a. routine monitoring of usage patterns for both voice and data communications (e.g., number called or site accessed; call length; times of day calls) for reasons which may include, but are not limited to, cost analysis/allocation and the management of our gateway to the Internet;
- b. regular maintenance of our electronic systems; or
- c. a business need to access an employee's voice or data system.

The Company reserves the right, at its sole discretion, to review any employee's electronic files, messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and Company policy. The Company further reserves the right, with or without notice, to delete from Company computers any items stored in violation of this policy.

Employees should therefore assume electronic communications are neither private nor confidential and should communicate highly sensitive information in other ways.

ELECTRONIC ACCESS

Employees must respect the confidentiality of other people's electronic communications and may not attempt to read, "hack" into other systems or other people's logins; "crack" passwords or computer or network security measures; or monitor electronic files or communica-

tions of other employees or third parties, except by explicit direction of Company management.

Users of Company electronic systems will be required to maintain their passwords and/or encryption keys. Employees should be aware that designated Information Technology personnel, at the direction of Company management and under the appropriate circumstances, can bypass an employee's system password if necessary to access an employee's system or files.

No electronic mail or other electronic communications may be sent which attempt to hide the identity of the sender, represent the sender as someone else, or misrepresent the Company. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

To prevent computer viruses from being transmitted through the system, unauthorized downloading of any software is not permitted.

COPYRIGHT INFRINGEMENT

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and may not compile, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

MEDIA GUIDELINES

MiMedx has designated corporate spokespersons to control the flow of information among the media. When an inquiry from the media is received, it is important that no one other than the designated spokespersons answer any of the caller's questions. Designated spokespersons must be approved by the Chairman & Chief Executive Officer. Designated spokespersons include the Chairman & Chief Executive Officer, the President & Chief Operating Officer and the Chief Financial Officer.

All employees approached by a reporter must follow the following procedures:

- No one other than the designated corporate spokesperson or the designated divisional or subsidiary spokesperson may answer any of the caller's questions. If the caller is a news reporter, this information could easily be used in a story and attributed to a "MiMedx spokesperson" or a source "inside the company".
- Always remember that anything you say can be published or broadcast. It is critical

Exhibit “H”

From: Lee Ann Lawson [lalawson@mimedx.com]
Sent: Monday, October 28, 2013 1:21 PM
To: Michael Meyer
Subject: RE: Two week notice

Sure do!

Lee Ann Lawson, SPHR

Vice President, Human Resources
Office 770-651-9155 | Fax 770-590-3556

MiMedx Group, Inc.

1775 West Oak Commons Ct. NE
Marietta, GA 30062
lalawson@mimedx.com
www.mimedx.com

From: Michael Meyer
Sent: Monday, October 28, 2013 12:54 PM
To: Lee Ann Lawson
Subject: Re: Two week notice

I will still have access to company email and salesforce correct? I have POs coming in

Michael Meyer
Account Manager

MiMedx Group, Inc.

1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298

F 314 480 7036

On Oct 28, 2013, at 11:17 AM, "Lee Ann Lawson" <lalawson@mimedx.com> wrote:

Hi Michael,

Thank you for informing me you will be leaving MiMedx. Once you and Jess have determined the best date to return you company property, please return everything to my attention. There are specific laptop/lpad boxes at FedEx; please utilize those boxes to ship back your equipment and all training materials. Please include the expense for returning your company property in your last expense report.

FYI...your benefits are effective until the last day of the month that you leave the company. You will receive information on COBRA if you wish to extend your benefits.

Please let me know when you have shipped the company property so I can keep an eye out for it. Feel free to let me know if you have any questions.

Take Care Michael,

Lee Ann

Lee Ann Lawson, SPHR

Vice President, Human Resources

Office 770-651-9155 | Fax 770-590-3556

MiMedx Group, Inc.

1775 West Oak Commons Ct. NE

Marietta, GA 30062

la.lawson@mimedx.com

www.mimedx.com

From: Michael Meyer

Sent: Monday, October 28, 2013 11:55 AM

To: Lee Ann Lawson

Cc: Mike Carlton; Mike Fox; Jess Kruchoski

Subject: Two week notice

Ms Lawson,

I am giving my two week notice today 10-28-13 - 11-8-13. Please let me know what I need to do with the company materials as well as upcoming appointments.

Thank you.

Michael Meyer

Account Manager

MiMedx Group, Inc.

1775 West Oak Commons Ct. NE

Marietta, GA 30062

M 314 691 9298

F 314 480 7036

Exhibit “I”

Michael Meyer

Area Manager

(314) 691-9298 Cell

michaelmeyer@acell.com



1(800)826-2333
6640 Elmview Drive
Columbia, MO 65218

Exhibit “J”

From: Michael Meyer
Sent: Tuesday, November 05, 2013 7:46 PM
To: Michael
Subject: Fwd: [REDACTED]
Attachments: image003.png; ATT00001.htm; [REDACTED] ATT00002.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

Begin forwarded message:

From: Brian Murphy <bmurphy@mimedx.com>
Date: November 5, 2013 at 6:40:58 PM CST
To: Sales West <saleswest@mimedx.com>, Sales East <saleseast@mimedx.com>
Cc: Mark Diaz <mdiaz@mimedx.com>, Lou Roselli <lroselli@mimedx.com>, Rachel Savage <rsavage@mimedx.com>, "Brent Miller" <bmiller@mimedx.com>, Bill Taylor <btaylor@mimedx.com>, Pete Petit <ppetit@mimedx.com>, Mike Carlton <mcarlton@mimedx.com>, Colleen DeSantis <cdesantis@mimedx.com>, Don Ayers <dayers@mimedx.com>, Debbie Dean <ddean@mimedx.com>, Alex Raybuck <araybuck@mimedx.com>
Subject: [REDACTED]

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “K”

From: Michael Meyer
Sent: Wednesday, November 06, 2013 8:19 AM
To: michaeljmeyer@hotmail.com
Subject: FW: VA_DOD Price Grid_2013
Attachments: VA_DOD Price Grid_2013.docx

Michael Meyer
Account Manager, Commercial Wound Care
Cell 314-691-9298 | Fax 314-480-7036

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062
mmeyer@mimedx.com
www.mimedx.com

From: Denise Bell
Sent: Wednesday, July 10, 2013 8:37 AM
To: Ben Yimlamai; Bill Wagner; Brian Luse; Chuck Roye; Dan Petty; Daryl Reed; Eric Feeney; Greg Cancilla; Hal Purdy; Jack Burke; Jason Mahnke; Jess Kruchoski; John Scott; Jorge Fernandez; Lex Harris; Lori O' Shea; Lou Roselli; Matthew Bloemer; Mike Fox; Nick Andolino; Paul Hulme; Ricky Palmer; Sam Ball; Shawn Deford; Steve Blocker; Taft Mills; Tom Dion; Tom Dunn; Tom Parker; Tony Thompson; Brian Murphy; Chandra Thompson; Chris Paone; Drew Wyatt; George Jordan; James Libby; Jeff Chavies; Joe Mathis; John Moore; Kirk Ericksen; Kyle Exelby; Matthew Halbach; Michael Meyer; Mike Belanger; Mike Wilson; Richard Call; Robert Rountry; Sean Cronin; Stephen Viola; Steve Tolleson; Steven Craddock
Cc: Mike Carlton; Mark Diaz; David Nix; Jana Cagle; Debbie Dean; Don Ayers
Subject: VA_DOD Price Grid_2013

Good morning,

Please find the attached updated FSS Price List which takes effect Monday, July 15th. The only price that changed was the

If you have any questions, please let me know.

Create a great day,

Denise R. Bell
Sales Operations Supervisor
Office 678-384-6738
Cell 770-912-8963
Private Fax: 678-802-2846

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE

Marietta, GA 30062
dbell@mimedx.com
www.mimedx.com

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “L”

From: Michael Meyer
Sent: Wednesday, November 06, 2013 8:19 AM
To: michaeljmeyer@hotmail.com
Subject: FW: Commercial Price Agreements REVISED
Attachments: 3% pricing agreement template.docx; 6% pricing agreement template.docx

Michael Meyer
Account Manager, Commercial Wound Care
Cell 314-691-9298 | Fax 314-480-7036

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062
mmeyer@mimedx.com
www.mimedx.com

From: Denise Bell
Sent: Wednesday, June 12, 2013 5:29 PM
To: Denise Bell
Cc: Mark Diaz; Jana Cagle; Megan Byers
Subject: Commercial Price Agreements REVISED

Please find the attached Pricing Agreement Templates which have been revised to reflect "EpiFix Micronized Powder" as well as our new address on the letterhead.

The attached supersedes all other versions. Please discard all other templates you have as not to use the old ones by accident.

If your accounts already have a Pricing Agreement in place, you DO NOT have to redo it.

Please remember to fill these out and forward to me for routing and approval.

If you have any questions, please do not hesitate to contact me.

Thank you for all you do!

Denise R. Bell
Sales Operations Supervisor
Office 678-384-6738
Cell 770-912-8963
Private Fax: 678-802-2846

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062
dbell@mimedx.com
www.mimedx.com

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “M”

From: Michael Meyer
Sent: Thursday, November 07, 2013 8:35 AM
To: Michael
Subject: Fwd: July Power Rankings
Attachments: VA_PowerRankings_08AUG2013.pdf; ATT00001.htm; Commercial_PowerRankings_08AUG2013.pdf; ATT00002.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

Begin forwarded message:

From: "Mark Diaz" <mdiaz@mimedx.com>
To: "Sales" <sales@mimedx.com>
Cc: "Mike Carlton" <mcarlton@mimedx.com>, "Bill Taylor" <btaylor@mimedx.com>, "Pete Petit" <ppetit@mimedx.com>, "Brent Miller" <bmiller@mimedx.com>, "Debbie Dean" <ddean@mimedx.com>, "Lou Roselli" <lroselli@mimedx.com>
Subject: July Power Rankings

Attached are the July Power Rankings and the President's Club standings.

Regards,

Mark

Mark Diaz
Vice President, Sales Operations
Office 678-384-6720 | Fax 678-802-2860 | Cell 678-523-4418

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062
mdiaz@mimedx.com <<mailto:mdiaz@mimedx.com>>

www.mimedx.com<<http://www.mimedx.com/>>

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “N”

From: Michael Meyer
Sent: Thursday, November 07, 2013 8:35 AM
To: Michael
Subject: Fwd: Commercial Wound Care Power Rankings
Attachments: CommW_PowerRankings_17JUN2013.pdf; ATT00001.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298

F 314 480 7036

Begin forwarded message:

From: "Mark Diaz" <mdiaz@mimedx.com>
To: "Commercial Wound Care" <commercialwoundcare@mimedx.com>
Cc: "Bill Taylor" <btaylor@mimedx.com>, "Mike Carlton" <mcarlton@mimedx.com>, "Pete Petit" <pete.petit@thepetitgroup.com>, "Debbie Dean" <ddean@mimedx.com>, "Brent Miller" <bmiller@mimedx.com>
Subject: Commercial Wound Care Power Rankings

Attached are Power Rankings for the Commercial Wound Care Team. Ranking is based on commissionable revenue (Federal and Commercial) for individuals selling in both channels.

Regards,

Mark

Mark Diaz
Vice President, Sales Operations
Office 678-384-6720 | Fax 678-802-2860 | Cell 678-523-4418

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062
mdiaz@mimedx.com <<mailto:mdiaz@mimedx.com>>
www.mimedx.com <<http://www.mimedx.com/>>

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “O”

From: Michael Meyer
Sent: Thursday, November 07, 2013 8:35 AM
To: Michael
Subject: Fwd: Power Rankings Update
Attachments: CommW_PowerRankings_28MAY2013_v2.pdf; ATT00001.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298

F 314 480 7036

Begin forwarded message:

From: "Mark Diaz" <mdiaz@mimedx.com>
To: "Commercial Wound Care" <commercialwoundcare@mimedx.com>
Subject: Power Rankings Update

Steve Tolleson was incorrectly placed in the Federal rankings. Here is the updated Commercial Wound Care rankings.

Regards,

Mark

Mark Diaz
Vice President, Sales Operations
Office 678-384-6720 | Fax 678-802-2860 | Cell 678-523-4418

MiMedx Group, Inc.
60 Chastain Center Blvd., Suite 60
Kennesaw, GA 30144
mdiaz@mimedx.com <<mailto:mdiaz@mimedx.com>>
www.mimedx.com <<http://www.mimedx.com>>

**[REDACTED/CONFIDENTIAL
INFORMATION]**

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “P”

From: Michael Meyer
Sent: Thursday, November 07, 2013 8:36 AM
To: Michael
Subject: Fwd: August Power Rankings
Attachments: Commercial_PowerRankings_11SEP2013 (7).pdf; ATT00001.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

Begin forwarded message:

From: "Lou Roselli" <lroselli@mimedx.com>
To: "Commercial Wound Care" <commercialwoundcare@mimedx.com>
Cc: "Pete Petit" <ppetit@mimedx.com>, "Bill Taylor" <btaylor@mimedx.com>, "Brent Miller" <bmiller@mimedx.com>, "Debbie Dean" <ddean@mimedx.com>, "Mike Carlton" <mcarlton@mimedx.com>, "Mark Diaz" <mdiaz@mimedx.com>, "Travis Tucker" <ttucker@mimedx.com>
Subject: RE: August Power Rankings

All,

Please use the new attached Power Rankings.

We added some more green to the list!

Great Work everyone!

Lou Roselli
Director, Sales Operations
Office 770-651-9125 | Cell 954-288-4182

MiMedx
1775 West Oak Commons Ct. NE
Marietta, GA 30062
lroselli@mimedx.com <<mailto:lroselli@mimedx.com>>
www.medx.com <<http://www.medx.com>>

From: Lou Roselli
Sent: Thursday, September 12, 2013 11:51 AM
To: Commercial Wound Care
Cc: Pete Petit; Bill Taylor; Brent Miller; Debbie Dean; Mike Carlton; Mark Diaz; Travis Tucker
Subject: August Power Rankings

All,

Attached are the current Power Rankings reflecting your YTD performance and President's Club standings!

Congratulations to our Top Performers and current leaders for the President's Club!

In addition I would like to highlight all of positive momentum you are creating with GREEN arrows running up the center of this report! Green is our favorite color and it's nice to see so many of you in the green!

Congratulations and keep up the great work!

Thanks,

Lou Roselli
Director, Sales Operations
Office 770-651-9125 | Cell 954-288-4182

MiMedx
1775 West Oak Commons Ct. NE
Marietta, GA 30062
roselli@mimedx.com<mailto:roselli@mimedx.com>
www.medx.com<http://www.medx.com>

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “Q”

From: Michael Meyer
Sent: Thursday, November 07, 2013 8:36 AM
To: Michael
Subject: Fwd: Power Rankings and President's Club Update!
Attachments: Commercial_PowerRankings_11OCT2013_Final.pdf; ATT00001.htm

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

Begin forwarded message:

From: Lou Roselli <lroselli@mimedx.com>
Date: October 17, 2013 at 7:22:20 AM EDT
To: Commercial Wound Care <commercialwoundcare@mimedx.com>
Cc: Pete Petit <ppetit@mimedx.com>, Bill Taylor <btaylor@mimedx.com>, "Brent Miller" <bmiller@mimedx.com>, Debbie Dean <ddean@mimedx.com>, Mike Carlton <mcarlton@mimedx.com>, Mark Diaz <mdiaz@mimedx.com>, Travis Tucker <ttucker@mimedx.com>
Subject: Power Rankings and President's Club Update!

All,

Attached are the current Power Rankings reflecting your YTD performance and President's Club standings!

Congratulations to our Top Performers and current leaders for the President's Club!

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

BUT..... Not far behind are:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

This is going to be a very close race especially with the momentum coming out of the sales meeting!

In addition I would like to highlight all of positive momentum you are creating with GREEN arrows running up the center of this report!

Congratulations and keep up the great work!

Lou Roselli
Director, Sales Operations
Office 770-651-9125 | Cell 954-288-4182

MiMedx
1775 West Oak Commons Ct. NE
Marietta, GA 30062
lroselli@mimedx.com
www.medx.com

**[REDACTED/CONFIDENTIAL
INFORMATION]**

Exhibit “R”

From: Michael Meyer
Sent: Thursday, October 03, 2013 12:10 PM
To: Matthew Berryman
Subject: Re: Congrats

Absolutely. Anytime after 1:30

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

On Oct 3, 2013, at 11:07 AM, "Matthew Berryman" <matthewdberryman@acell.com> wrote:

Do you have time tomorrow to talk about strategy an implementation ideas?

From: Michael Meyer [<mailto:mmeyer@mimedx.com>]
Sent: Tuesday, October 01, 2013 10:42 PM
To: Tres Riley; Matthew Berryman
Subject: Fwd: Congrats

See below....

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

Begin forwarded message:

From: Brian Murphy <bmurphy@mimedx.com>
Date: October 1, 2013 at 8:20:01 PM CDT

To: Michael Meyer <mmeyer@mimedx.com>, Mike Fox <mfox@mimedx.com>
Subject: RE: Congrats
Reply-To: Brian Murphy <bmurphy@mimedx.com>

Thanks Michael. My only regret is that I have to step away before being able to announce you as the winner for the month in revenue. I know it's coming soon. Keep it going, you're doing great!

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Michael Meyer <mmeyer@mimedx.com>
Date: 10/01/2013 9:13 PM (GMT-05:00)
To: Brian Murphy <bmurphy@mimedx.com>
Cc: Mike Carlton <mcarlton@mimedx.com>
Subject: Congrats

Hey Brian,
Sorry for the delayed email but I was busy kickin ass and takin names! ha! Anyways, I wanted to say congrats on the new position. VERY well deserved! I cannot say enough about your leadership and what you have meant to myself and others. You truly will be successful no matter what you do.

Thanks again for everything and I look forward to working with you side by side with my accounts!

Michael Meyer

Account Manager, Commercial Wound Care

Cell 314-691-9298 | Fax 314-480-7036

MiMedx Group, Inc.

1775 West Oak Commons Ct. NE

Marietta, GA 30062

mmeyer@mimedx.com

www.mimedx.com

This email message and any attachments are for the sole use of the above-named intended recipient(s). This email and any attachments are confidential and proprietary to MiMedx Group, Inc. and may also contain certain privileged attorney-client information. This information is intended only for the use of the individual entity or intended recipient addressed above. You are not to use, disclose, distribute or disseminate this email by any means without the expressed permission of MiMedx Group, Inc. If you are not the intended recipient, or the employee or agent responsible for delivering this email to the intended recipient, you are hereby notified that any use, disclosure, printing, copying, distribution or dissemination by any means of this email or any attachments is strictly prohibited. If you have received this email in error, please immediately notify the sender by telephone at (678) 384-6720 or by reply email and delete this email and any attachments and destroy all hard copies. Thank you.

Exhibit “S”

From: Michael Meyer
Sent: Thursday, October 31, 2013 4:40 PM
To: Matthew Berryman
Subject: Re: Start date

Can I get the members of the team names, phone and emails?

Michael Meyer
Account Manager

MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, GA 30062

M 314 691 9298
F 314 480 7036

On Oct 31, 2013, at 3:38 PM, "Matthew Berryman" <matthewdberryman@acell.com> wrote:

Please move Michael Meyer start date to November 1st.

The information contained in this message and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL, and exempt from disclosure under applicable law. If you are not the intended recipient, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return e-mail and delete the original message from your system.

JS44 (Rev. 1/13 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

MiMedx Group, Inc.

DEFENDANT(S)

Michael Meyer

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Cobb County, GA
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Sainte Genevieve County, MO
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Berman Fink Van Horn P.C.
Benjamin I. Fink, Esq. (bfink@bfvlaw.com)
Neal F. Wienrich, Esq. (nweinrich@bfvlaw.com)
Amy E. Dehnel, Esq. (adehnel@bfvlaw.com)
3475 Piedmont Road, N.E., Suite 1100
Atlanta, Georgia 30305
404-261-7711

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION
(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
- 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
- 2 U.S. GOVERNMENT DEFENDANT
- 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(FOR DIVERSITY CASES ONLY)

- | | | | | | |
|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|---|
| PLF | DEF | | PLF | DEF | |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | CITIZEN OF THIS STATE | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | CITIZEN OF ANOTHER STATE | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 | FOREIGN NATION |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ORIGINAL PROCEEDING
- 2 REMOVED FROM STATE COURT
- 3 REMANDED FROM APPELLATE COURT
- 4 REINSTATED OR REOPENED
- 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
- 6 MULTIDISTRICT LITIGATION
- 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Breach of Contract, Computer Fraud and Abuse Act (18 U.S.C. § 1030), and Georgia Computer Systems Protection Act (O.C.G.A. § 16-9-93).

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
- 2. Unusually large number of claims or defenses.
- 3. Factual issues are exceptionally complex
- 4. Greater than normal volume of evidence.
- 5. Extended discovery period is needed.
- 6. Problems locating or preserving evidence
- 7. Pending parallel investigations or actions by government.
- 8. Multiple use of experts.
- 9. Need for discovery outside United States boundaries.
- 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ (Referral)	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 444 WELFARE
- 440 OTHER CIVIL RIGHTS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 FIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 400 STATE REAPPOINTMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 950 CONSTITUTIONALITY OF STATE STATUTES
- 890 OTHER STATUTORY ACTIONS
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

- CHECK CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____
- JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

- 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

01/31/2014

DATE