

Wm. Kelly Nash (4888)
kelly.nash@dentons.com
Justin T. Rich (18519)
justin.rich@dentons.com
Mina S. Ghobrial (20214)
mina.ghobrial@dentons.com
DENTONS DURHAM JONES PINEGAR, P.C.
1557 W. Innovation Way, Ste. 400
Lehi, Utah 84043
Telephone (801) 375-6600

Attorneys for Plaintiffs

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

BAM FRANCHISING, INC., a Delaware corporation; AMMON MCNEFF, an individual; MATTHEW MCNEFF, an individual; JOSH JOHNSON, an individual; BRANDON BEST, an individual; BAKER BRICKS, LLC, a Utah limited liability company, and dba SALEM-BAKER BRICKS INC., an Oregon corporation,

Plaintiffs,

vs.

BENJAMIN PAUL SCHNEIDER, an individual, dba and aka “RECKLESS BEN”; RECKLESS BEN LLC, a California limited liability company; BRYAN MANSELL, an individual; VICTOR NGUYEN, an individual; and DOES 1-15,

Defendants.

VERIFIED COMPLAINT

(Tier 3)

Case No.:

Judge:

Plaintiffs BAM Franchising, Inc. (“**BAM**”), Ammon McNeff (“**Ammon**”), Matthew McNeff (“**Matthew**”), Josh Johnson (“**Josh**”), Brandon Best (“**Brandon**”), Baker Bricks, LLC

for Salem LLC, to coordinate account transfers, among other obligations for the purchase in Sections 2 and 3.

22. Significantly, BAM was granted a “security interest” referenced in APA Section 3 and confirmed in a signed 2/2/23 *Security Agreement*, in and to

[A]ll accounts, chattel paper, general intangibles, inventory, and equipment of Debtor [Salem LLC, Chrystal and Benjamin] (whether now owned or hereafter acquired) located, used, or arising in connection with the operation [of Salem LLC]”

This established BAM’s senior claim to and/or lien respecting any “inventory” and “accounts” and other collateral. Section 2.3 similarly directs that:

Buyer [Chrystal and Benjamin] shall be responsible for and shall pay all liabilities of the Business incurred from and after the Closing Date.

Section 8.2 mandates that

Buyer [Chrystal and Benjamin] shall indemnify and hold harmless Seller [BAM] from and against, and pay or reimburse Seller for, any and all costs, expenses, losses, damages and liabilities (including attorneys’ fees and expenses) suffered by Seller to the extent resulting from, arising out of, or incurred with respect to liabilities of Buyer arising out of, relating to or in connection with any claim brought against Buyer relating to the Assets or business operations from and after the Closing Date.

4. That actual, general, consequential, compensatory, special, statutory, exemplary and/or punitive damages be awarded to Plaintiffs and against co-Defendants, in an amount to be determined at trial;

5. That pre- and post-judgment interest on all damages be awarded to Plaintiffs and against co-Defendants as allowed by law;

6. That costs of litigation, including attorneys' fees, expert fees and taxable costs be awarded to Plaintiffs and against co-Defendants, as permitted by law and/or contract;

7. For such other and further relief as this Court deems reasonable, equitable, and just.

VERIFICATION

I, Ammon McNeff, individually and in my capacity as Chief Executive Officer and owner of BAM Franchising, Inc., hereby state that I have read the foregoing Verified Complaint and verify that the foregoing allegations are true and correct to the best of my knowledge, information and belief.

/s/ Ammon McNeff
Ammon McNeff

(Permission to affix electronic signature received via email on 5/27/2026)

I, Josh Johnson, individually and in my capacity as a Manager of Baker Bricks, LLC dba Salem-Baker Bricks Inc., hereby state that I have read the foregoing Verified Complaint and verify that the foregoing allegations are true and correct to the best of my knowledge, information and belief.