

Exhibit 5

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

AMMON MCNEFF, an individual, and
MATTHEW MCNEFF, an individual;
on behalf of themselves and derivatively
on behalf of Legally Mine, LLC,

Claimants,

v.

DANIEL MCNEFF, an individual,

Respondent.

**DECLARATION OF MATTHEW
MCNEFF**

Case No.: 190401633

Judge: James R Taylor

I, Matthew McNeff, declare:

1. I am over the age of eighteen and have a personal knowledge of the matters stated in this declaration.
2. Statements made in this declaration are based on my personal knowledge of the events and transactions described herein.

GENERAL FACTS

3. Ammon McNeff ("Ammon") and I were recently able to obtain voice recordings from October 9th 2020 that are attached to our Motion for an Order to Show Cause, dkt 258, filed last Friday, October 16, 2020. In this recording, Lindsey Thompson ("Lindsey")

impersonates Ammon McNeff, and [REDACTED] impersonates [REDACTED] on the phone with an Network Merchants Inc (“NMI”) agent in an attempt to persuade NMI to switch Legally Mine’s (the “Company”) credit card processing to be on the same platform as Legally Mine Tax and Accounting (“Tax and Accounting”). Tax and Accounting is a separate company formed during arbitration proceedings and wholly owned by Daniel McNeff (“Dan”).

4. Tax and Accounting is a separate company from the Company, and is entirely owned by Dan.
5. The Figpay Merchant account (“Figpay”) is entirely and exclusively owned by Dan.
6. If Company were to have all its clients transferred to Tax and Accounting and/or Figpay, Dan could close down Company and continue to process payments, circumventing the arbitration award. Such action would be in violation of the intent of the arbitration award, and financially damage Ammon and myself.
7. [REDACTED] and [REDACTED] have been attempting to transfer all Company client credit card information to the same account as Tax and Accounting/Figpay.
8. Over the course of several recorded phone calls obtained by Ammon and myself, [REDACTED] and [REDACTED] discuss not using Company accounts to transfer the information, to avoid suspicion.
9. On October 12, 2020, Ammon and I receive notice that Dan and Lindsey are attempting to destroy Company property and potentially incriminating records.
10. Immediately after the second time Lindsey impersonated Ammon, Lindsey frantically called [REDACTED] the IT manager, and asked him how to delete recorded phone calls. He stated:

Lindsey: Does it usually take a couple minutes to log in, nevermind hang on, ok

██████ On the left hand side if you click on call logs, you'll see where all the, the pertinent stuff, by default it just shows everything sorted by most recent but then you can search for Date range, a specific phone number,... (5:45)

Lindsey: How do I delete a call?

██████ Delete a call? You can't

Lindsey: What do you mean I can't?

██████ It's just a log, there is not a, there's not a way to go inside and say the call didn't happen, it's just part of the logs.

Lindsey: How do I contact these guys to delete all the calls, to delete the account. How do I do that?

██████ Delete the account?! I mean I guess you could call 1Wire and see if that is even possible.

Lindsey: I need to know how to do these things.

11. A few minutes later, Dan and Lindsey are on the phone with 1Wire, Company's telecommunication and internet service provider. Dan threatens to legal action if they do not give Dan and Lindsey the access requested:

Dan: ██████ this is Daniel McNeff, I am the 79% owner of Legally Mine, this was determined in the court process, I am here with Lindsey Thompson who is the court appointed operating manager or president of Legally Mine. I don't care what Matt and/or Ammon have told you, the simple fact is they are no longer even employees of Legally Mine. Soon they will no longer be members of Legally Mine and the simple fact is that you need to call us, if you would like to continue to use our services because we will find a competitor and we will switch it over and we will probably file a lawsuit against you if you don't at least respond and help us through this situation.

12. Additional evidence shows that Lindsey, [REDACTED] and [REDACTED] have colluded to copy Legally Mine credit card information to pass on to others, through other means than through Company.
13. On October 14, 2020, Ammon, [REDACTED] and I file an official police report stating that our identities had been stolen in attempt to move client credit card information.
14. Officer Joshua Backus ("Officer Backus") took our statements and told us that he would get back to us in the next day or two. We informed him that because Dan had had all managerial authority in the company removed, that we, as owners of the Company, felt it in the best interest of the Company to terminate employees caught committing identity theft.
15. On October 15, I received a phone call from Officer Backus, informing me that the Utah County Attorney's Office Bureau of Investigations was taking over the case, and they would contact us at the beginning of the week to start the investigation.

Officer Backus also relayed the following in an email:

Ammon,

I talked with Chief Johnston with the Utah County Attorney's Office Bureau of Investigations. They are going to take over the Investigation of the case and will assign it to one of her Investigators at the beginning of next week.

I advised her that you may be firing / putting the involved employees on suspension due to the allegations. **Chief Johnston said that was alright but did not want anyone involved having access to their computers, servers, etc. so they could get rid of any evidence.**

Thanks for your help.

Officer Backus

(Emphasis added)

16. In order to keep employees involved from accessing “their computers, servers, ect,” on the morning of October 16, Ammon and I locked down the office, and sent termination notices to Lindsey Thompson, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
17. In that same email, Ammon and I informed them they were prohibited from the premises.
18. We originally intended on allowing non-terminated employees to access the building, after discussing with [REDACTED] [REDACTED] [REDACTED] head of the legal team, and [REDACTED] [REDACTED] the head of the customer service team, we decided that it may be best if employees reschedule appointments and work from home.
19. Despite this, multiple employees did have access to the building that day, including John [REDACTED] and [REDACTED] [REDACTED]
20. On or around 8:00 am that same day, October 16, Lindsey and [REDACTED] arrived and refused to leave the premise.
21. Ammon and I called the police to remove Lindsey and [REDACTED] for trespassing. A Lieutenant from the police station arrived, stating that Tom Seiler had personally called the Orem Chief of Police, and informed him this was strictly a civil matter. The Lieutenant told us that he wouldn’t let Lindsey or [REDACTED] into the building, but he wouldn’t force them to leave.
22. Ammon and I relayed to [REDACTED] and [REDACTED] to have all employees return to the office on Monday, and continue work as usual.
23. On Sunday, October 18, Ammon and I prepared communication to all employees to return to the office on Monday, when we received notice from our security team that

Dan, Lindsey, and Tom Seiler had come to Company's building with the Orem Police Department, and were forcing their way in.

24. While Cameron Christensen and I called the Orem dispatch to understand what was going on, I drove over to the office.
25. The officer in charge on site, informed me that Tom Seiler told him that Dan was the majority member of the business, he could authorize access to the building to anyone.
26. I referenced the pending investigation and communication from Chief Johnston of the Utah County Attorney's Office Bureau of Investigations to not allow access to those implicated in the investigation to the computers and server.
27. Tom Seiler ("Tom") stepped aside to make a personal phone call to David Leavitt, the Utah County District Attorney. I could hear phrases such as "oh yeah, I'm still working on that Legally Mine case" and "yeah the boys are at it again."
28. After several minutes of Tom being on the phone with Mr. Leavitt, he handed his phone to the officer on site and said "here is the district attorney, he wants to talk to you."
29. When the officer returned with Tom's phone he informed me that the DA stated he was to allow Dan to do whatever he wanted, because Dan was the majority owner.
30. About that time Cameron Christensen arrived, and we attempted to explain to the officer that Dan had no managerial authority and could not make decisions for the company.
31. The officer asked me explain, I replied "because the arbitrator punished Dan because we showed evidence that he had been stealing from the company."
32. At that point Tom Seiler turned and stepped towards me, and yelled "You shut up! That is not true!"

33. We asked the police if, it would be possible for us to call the District Attorney as well.
- They agreed, and got Cameron Christensen on the phone with the DA.
34. [REDACTED] arrived on site, and entered the building. I was concerned that she and Lindsey would start removing the computers and evidence, so I entered the building and started recording.
35. After I entered the building, Lindsey refused to allow anyone else to enter, including a security guard and my attorney, Cameron Christensen.
36. Multiple times, Lindsey looked to Dan and asked, "Do you want me to let X in, Dan?"
37. After a lengthy discussion with the DA and the two attorneys, a truce was decided for the time being.
38. I heard the DA recommended that Lindsey and the fired employees agree to not enter the building for a few days, and Ammon and I do the same.
39. As Cameron and I discussed this option, we agreed that that would be the best course of action, as long as we were able to keep some sort of security in place in order to protect the devices and server pending the criminal investigation.
40. Tom Seiler and Dan refused to allow a security guard or cameras inside the building.
41. Tom Seiler and Dan then suggested all employees stay out of the building, and work from home until the issue was settled.
42. We agreed and worked with [REDACTED] and [REDACTED] on how to set up more employees working from home.
43. To my knowledge, no appointments regarding Company work were missed on Monday.
44. All employees with need, have access to their emails and have full access to other accounts. Notable exceptions are individuals who are directly tied to those employees

who were terminated for cause on October 16. For example, [REDACTED] [REDACTED] who is the wife of terminated employee [REDACTED] [REDACTED]

IN REPLY TO [REDACTED] [REDACTED] DECLARATION

45. On Monday, October 19, I received a notice of a TRO against Ammon and myself with multiple declarations.

46. Including a declaration from [REDACTED] [REDACTED]

47. In that declaration, [REDACTED] states that he spoke with a Company client, [REDACTED] [REDACTED] with whom he had a tax appointment.

48. The client stated that “someone introducing themselves as the son of the owner called her earlier in the day and told her the appointment was cancelled because there were problems with the business.”

49. Neither Ammon nor I called Mrs. [REDACTED] or any other client, to arrange, reschedule or cancel any appointments.

50. I have checked the Company appointment calendar, and Mrs. [REDACTED] was not scheduled for a Company appointment that day.

51. I have checked the phone logs and the last time a Company employee called Mrs. [REDACTED] was in January 2020.

52. I have checked both Ammon and my cell phone logs, and neither of us made a call to Company clients that day.

53. All rescheduling of appointments were handled through [REDACTED] and [REDACTED] [REDACTED] also confirmed to me that Mrs. [REDACTED] did not have an appointment that day.

54. In [REDACTED] statement, he claimed that the appointment was for tax which is a separate company, owned by [REDACTED] and a separate calendar from Company that I do not have access to.
55. [REDACTED] has a son, [REDACTED] [REDACTED] who may have called the appointments for the day and told them they were cancelled because of issues at the company.
56. I would never refer to myself as a son of the owner, I am an owner of the company, and would present myself as such.
57. I have reached out to Mrs. [REDACTED] leaving her a message to return my phone call so we can investigate who called her that day to tell her the appointment was cancelled. I have not yet heard back from her.

COMPANY ACCOUNTS

58. In [REDACTED] [REDACTED] declaration from October 19, 2020, she claims that Ammon's ownership in various Legally Mine affiliated accounts (Orion, Chargify, NMI, etc.) has hindered the company from being able to "carry on its business."
59. Those accounts have been proper since litigation began, October of 2019. There has been no interruption to the ability of the business to carry on its work while Ammon – an owner of the business – has remained the owner of those accounts.
60. Most of those accounts have been in place for years, and as Ammon was the one who set up, and those who are attempting to usurp them have no idea what they are talking about.
61. For example in [REDACTED] [REDACTED] declaration quoted throughout the TRO filing, he claims that if they get rid of the Orion account it would immediately free up \$500,000 in a reserve account.

62. The average time for an accounts reserve to be released is somewhere in the range of 18-24 months.
63. The Figpay Merchant Account is entirely and exclusively owned by Dan.
64. If Company were to have all its clients transferred to Tax and Accounting and/or Figpay, Dan could close down Company and continue to process payments, circumventing the arbitration award. Such action would be in violation of the intent of the arbitration award, and financially damage Ammon and myself.
65. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was signed by me at Orem Utah on October 14, 2020.



Matthew McNeff