Sarah Elizabeth Spencer, #11141
SPENCERWILLSON, PLLC
215 S. State Street, Suite 700
Salt Lake City, Utah 84111
Telephone and Facsimile: (801) 346-8120
Sarah@SpencerWillsonPLLC.com
Attorneys for Plaintiffs

IN THE UTAH BUSINESS AND CHANCERY COURT

BAMF SALEM 1, LLC, an Oregon limited liability company; CHRYSTAL LAW, an individual; and BENJAMIN GORMAN, an individual, Plaintiffs, vs. BAM FRANCHISING, INC., a Delaware corporation, Defendant.	**DECLARATION OF SARAH ELIZABETH SPENCER IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S VERIFIED MOTION TO STAY AND TO COMPEL MEDIATION AND THEN ARBITRATION** Case No. 260200029 Judge Rita Cornish

I, Sarah Elizabeth Spencer, declare under criminal penalty under the law of Utah, based on personal knowledge, as follows:

I. Background

1. I am the Managing Attorney of SpencerWillson, PLLC, counsel of record for Plaintiffs BAMF Salem 1, LLC, Chrystal Law, and Benjamin Gorman. I am licensed to practice law in Utah (Bar No. 11141) and Colorado.

2. I submit this declaration in support of Plaintiffs' Opposition to Defendant BAM Franchising, Inc.'s Verified Motion to Stay and to Compel Mediation and Then Arbitration. The exhibits attached to this declaration are true and correct copies of the documents they purport to be. Exhibits H, I, and J are copies of documents filed in the Fourth Judicial District Court and the United States District Court for the District of Utah, obtained from those courts' electronic records.

II. The demand letter and the face-to-face meeting under Section 17.A(1)

3. On January 2, 2026, I sent a Formal Dispute Notice and Demand for Face-to-Face Meeting to Phillip C. Kuck of Dentons Durham Jones Pinegar, then-counsel for Defendant. The letter expressly invoked Section 17 of the Franchise Agreement and expressly reserved Plaintiffs' rights: "By invoking the contract's dispute resolution clause, my clients are complying with their obligations, but nothing in this letter should be construed as a waiver of any rights or claims. All rights are expressly reserved." A copy of the Demand Letter is attached to Defendant's Motion as its Exhibit 1.

4. Kelly Nash of Dentons Durham Jones Pinegar subsequently assumed responsibility for the matter on Defendant's behalf.

5. On February 3, 2026, Mr. Nash and I agreed in writing that the parties would conduct the face-to-face meeting required by Section 17.A(1) by videoconference. A copy of that correspondence is attached as Exhibit A.

6. The face-to-face meeting required by Section 17.A(1) was held by videoconference on February 5, 2026. I attended on behalf of Plaintiffs along with my clients Chrystal Law and Benjamin Gorman. Defendant was represented at the meeting by, among others, Ammon McNeff, the principal of BAM Franchising, Inc.

7. At the February 5, 2026, meeting, Mr. McNeff orally committed to provide Plaintiffs with the Zoom recording of the meeting. He did not deliver the recording during the meeting, that day, or in any reasonable period thereafter.

8. At the February 5, 2026, meeting, the parties discussed the claims at issue and Plaintiffs proposed a resolution framework. Defendant did not engage substantively with Plaintiffs' proposal. The meeting concluded without resolution.

III. Plaintiffs' request for mediation under Section 17.A(2) and Defendant's response

9. On February 11, 2026, I sent a written request for formal mediation to Mr. Nash. A copy is attached as Exhibit B. The email expressly invoked Section 17 and stated: "My clients would like to proceed with formal mediation with a neutral mediator." The email asked Mr. Nash

to propose mediator candidates: "Please advise who you would consider using as a mediator to assist us in resolving this dispute." The email also requested the Zoom recording Mr. McNeff had promised at the February 5 meeting.

10. On February 12, 2026, Mr. McNeff (a non-attorney) sent correspondence directly to me with copies to my clients. The correspondence demanded that Plaintiffs produce, by February 17, 2026, recordings and other materials referenced at the February 5 meeting. A copy is attached as Exhibit C.

11. On February 18, 2026, Mr. Nash responded to my February 11 mediation request. His response did not unconditionally agree to mediation. Mr. Nash stated, in relevant part: "A mediation is fine (and the next step under the FA), but I believe a document exchange should occur ahead of time." Mr. Nash also stated: "I have been sidelined on this as you know, but I will participate in any mediation, unless I'm asked to stand down (which has happened in the past at times)." A copy of Mr. Nash's February 18, 2026, email is attached as Exhibit D.

12. On March 4, 2026, Mr. McNeff sent further correspondence (delivered to my mailbox on March 5, 2026) asserting that mediation could not be "productive" without prior document production from Plaintiffs, and proposing an additional unpaid videoconference discussion in place of the mediation step contemplated by Section 17.A(2): "we are open to another face-to-face dispute resolution discussion (via Zoom) once we have been able to review the appropriate and requested files and documents. This would be the simplest and easiest route to resolution." A copy is attached as Exhibit E.

13. On March 23, 2026, Mr. McNeff sent a third communication reiterating Defendant's pre-mediation document-production demand and setting a March 27, 2026, deadline for Plaintiffs to respond. A copy is attached as Exhibit F.

14. Section 17 of the Franchise Agreement does not require, as a condition of mediation, the production of documents or evidence by either party, contains no deadline for document production, and does not authorize either party to substitute a further face-to-face discussion for mediation.

15. On March 27, 2026—the deadline Defendant set in its March 23 correspondence—Plaintiffs filed the present action.

IV. Section 15.E of the Franchise Agreement

16. To my knowledge, Defendant has not delivered any Appraisal Notice, paid any Fair Market Value sum, or otherwise performed the procedure set out in Section 15.E of the Franchise Agreement.

V. The November 14, 2024 telephone recording

17. Ms. Law provided me with an audio recording, approximately sixteen minutes long, which she identified to me as a recording of a telephone call on the evening of November 14, 2024, among herself, Mr. Gorman, and Defendant's Director of Operations, Ki McAllister. A transcript of that recording is attached as Exhibit G. Ms. Law's own testimony about the call, and about the events at the Salem store that evening, is set out in her declaration filed with the Opposition.

VI. BAM's own court action, the proposed amendment, and the October 20, 2026 mediation

18. Attached as Exhibit H are excerpts (pages 1–3, 5, 8–9, 11–13, and 94–95) of the Verified Complaint filed on May 27, 2026, in BAM Franchising, Inc., et al. v. Schneider, et al., No. 260402353, in the Fourth Judicial District Court, Utah County, by BAM Franchising, Inc., Ammon McNeff, Matthew McNeff, Josh Johnson, Brandon Best, and Baker Bricks, LLC dba Salem-Baker Bricks, Inc. The Verified Complaint is verified by Ammon McNeff, as Chief Executive Officer and owner of BAM Franchising, Inc., and by Josh Johnson. It was filed the same day as Defendant's Motion in this case. A complete copy will be provided on request.

19. Attached as Exhibit I is a copy of the Temporary Restraining Order and Notice of Preliminary Injunction Hearing entered in that action on May 28, 2026.

20. Attached as Exhibit J is a copy of the Order Granting Joint Motion for Preliminary Injunction entered on July 7, 2026, in that action after its removal to the United States District Court for the District of Utah, No. 2:26-cv-00593-DBB-CMR.

21. On August 14, 2026, Plaintiffs filed their Motion for Leave to File First Amended Complaint in this action. The proposed First Amended Complaint adds as defendants Baker Bricks, LLC; Salem-Baker Bricks, Inc.; Brandon Best; Joshua Johnson; Matthew McNeff; and Ammon McNeff. None of them is a party to the Franchise Agreement. Defendant's response was extended by agreement until after the mediation, and the motion remains pending.

22. On September 8, 2026, Plaintiffs filed a Notice of Mediation and Status Report in this action, advising the Court that the parties had agreed to mediate on October 20, 2026, and that briefing on both pending motions was on hold until the mediation concluded.

23. On October 20, 2026, Plaintiffs Chrystal Law and Benjamin Gorman and I attended a mediation with Rick Rose of Utah ADR Services at the offices of Ray Quinney & Nebeker in Salt Lake City. Defendant participated in the mediation. The mediation began in the morning and ended around noon, shortly after lunch was served, without resolving the case.

24. To my knowledge, Defendant has never filed a demand for mediation or for arbitration with the American Arbitration Association with respect to any claim between the parties.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 16th day of November, 2026, at Salt Lake City, Utah.

/s/ Sarah Elizabeth Spencer
Sarah Elizabeth Spencer

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Exhibit A	February 3, 2026 correspondence agreeing to conduct the Section 17.A(1) meeting by videoconference
Exhibit B	February 11, 2026 email from S. Spencer to K. Nash requesting mediation
Exhibit C	February 12, 2026 correspondence from A. McNeff, with attachment
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Exhibit H	Verified Complaint, BAM Franchising, Inc., et al. v. Schneider, et al., No. 260402353 (Utah 4th Dist. Ct. May 27, 2026) (excerpts)
Exhibit I	Temporary Restraining Order and Notice of Preliminary Injunction Hearing, No. 260402353 (Utah 4th Dist. Ct. May 28, 2026)
Exhibit J	Order Granting Joint Motion for Preliminary Injunction, BAM Franchising, Inc. v. Schneider, No. 2:26-cv-00593-DBB-CMR (D. Utah July 7, 2026), ECF No. 21

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of November, 2026, I caused a true and correct copy of the foregoing **DECLARATION OF SARAH ELIZABETH SPENCER IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S VERIFIED MOTION TO STAY AND TO COMPEL MEDIATION AND THEN ARBITRATION** to be served on all counsel of record via the Court's electronic filing system:

Wm. Kelly Nash
Phillip C. Kuck
Justin T. Rich
Dentons Durham Jones Pinegar P.C.
1557 W. Innovation Way, Suite 400
Lehi, Utah 84043
Attorneys for Defendant BAM Franchising, Inc.

/s/ Sarah Elizabeth Spencer
Sarah Elizabeth Spencer

EXHIBIT A

February 3, 2026 Correspondence Agreeing to Conduct the Section 17.A(1) Meeting by Videoconference

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Tuesday, February 3, 2026 2:34 PM
To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Sarah

Sorry for the incorrect impression – we previously agreed and are planning on a zoom/teams face to face appearance. My reference was simply to the language in the FA. I should have been more specific perhaps.

Thanks..

Kelly

Kelly Nash
Shareholder

+1 801 375 6600
Dentons Durham Jones Pinegar P.C. | Lehi

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Tuesday, February 3, 2026 2:12 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM
Importance: High

[WARNING: EXTERNAL SENDER]

Hi Kelly,

To confirm, your client is now insisting on a face-to-face meeting? Was there some confusion previously about my request for the meeting to be by Zoom? I have been asking you for 2 weeks to confirm that the meeting can be by Zoom. I see now you indicate face-to-face. That is not going to work for my clients. We will need to pick a different day.

Sarah

Sarah Elizabeth Spencer
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1-801-346-8120 (main/facsimile)
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1-801-503-8125 (cell/text)
1-844-214-9291 (firm sms text)
https://www.Spencer-Willson.com

SpencerWillson, PLLC
COMPLEX LITIGATION AND APPEALS

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Tuesday, February 3, 2026 2:08 PM

To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Sarah

BAM is confirmed for a 1:00 pm MST face to face settlement conference (or meeting) per the Franchise Agmt. It viewws it as a Rule 408 protected conversation, and hopes such will facilitate candor in the conversation and lead to a resolution of all issues.

Ammon McNeff plans to attend. Matt McNeff may attend. I do not plan to attend, but will be available by phone should questions arise by BAM. These meetings are typically between the contracting parties (though counsel may attend) and BAM expects counsel to play a minimal role, as I have previously indicated.

While BAM obviously disagrees with your client's past and more recent allegations (see its 1/10/25 letter response to BAMF Salem I, LLC's 12/24/24 demand letter), it looks forward to reviewing all evidence you have in support of your allegations so that the meeting will be productive and can lead to a resolution.

Please confirm that this is consistent with your understanding and advise as to who you represent and who will be involved or attending on your side of the meeting.

Thanks.

Kelly.

Kelly Nash
Shareholder

+1 801 375 6600
Dentons Durham Jones Pinegar P.C. | Lehi

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Tuesday, February 3, 2026 1:33 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM
Importance: High

[WARNING: EXTERNAL SENDER]

Hi Kelly,

My clients and I would like to confirm the meeting will occur as planned, the names and positions of everyone who will be attending, and that the parties both agree that conducting the meeting will satisfy the requirements of Paragraph 17.A.1. of the Franchise Agreement.

Can you please update me on your client's intentions? I appreciate it. We are trying to plan schedules for the rest of the week.

Sarah

Sarah Elizabeth Spencer Founding Attorney & Managing Member 66 Exchange Pl., Suite 208 Salt Lake City, Utah 84111 Sarah@SpencerWillsonPLLC.com 1-801-346-8120 (main/facsimile) 1-801-346-8086 (direct line) 1-801-503-8125 (cell/text) 1-844-214-9291 (firm sms text) https://www.Spencer-Willson.com	SpencerWillson, PLLC COMPLEX LITIGATION AND APPEALS

From: Sarah Elizabeth Spencer
Sent: Monday, February 2, 2026 11:33 AM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM
Importance: High

Hi Kelly,

Thank you! Yes, I was planning to attend and participate. I was under the impression that you would be attending as well. Perhaps you and I should chat by phone today or tomorrow in anticipation of the meeting, to discuss the scope and attendees?

My clients and I understand that this meeting is being held pursuant to Paragraph 17.A.1. of the Franchise Agreement. Please confirm that is your understanding as well.

Lastly, if your client does not foresee any benefit from holding this meeting, perhaps they would be willing to waive that requirement of the Franchise Agreement?

Sarah

Sarah Elizabeth Spencer Founding Attorney & Managing Member 66 Exchange Pl., Suite 208 Salt Lake City, Utah 84111 Sarah@SpencerWillsonPLLC.com 1-801-346-8120 (main/facsimile) 1-801-346-8086 (direct line) 1-801-503-8125 (cell/text) 1-844-214-9291 (firm sms text) https://www.Spencer-Willson.com	SpencerWillson, PLLC COMPLEX LITIGATION AND APPEALS

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Monday, February 2, 2026 10:59 AM
To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Sarah

Thursday 1:00 PM MST will work for the BAM folks regarding the face to face meeting via Zoom. Unless attorneys plan to attend on your side, I am not planning on participating. Please advise.

Tks.

Kelly

Kelly Nash
Shareholder

+1 801 375 6600
Dentons Durham Jones Pinegar P.C. | Lehi

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Friday, January 30, 2026 3:01 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM
Importance: High

[WARNING: EXTERNAL SENDER]

Hi Kelly,

Can we please plan for Thursday, February 5, 2026 at 1:00 pm MST by Zoom? Please confirm that day/time work for your side.

Thank you.

Sarah

Sarah Elizabeth Spencer
Founding Attorney & Managing Member
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COMPLEX LITIGATION AND APPEALS

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From: Sarah Elizabeth Spencer
Sent: Friday, January 30, 2026 12:41 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM
Importance: High

Hi Kelly,

I am checking with my clients now and will circle back with you later today. Thanks!

Sarah Elizabeth Spencer Founding Attorney & Managing Member 66 Exchange Pl., Suite 208 Salt Lake City, Utah 84111 Sarah@SpencerWillsonPLLC.com 801-346-8120 (main) 801-346-8086 (direct) 801-503-8125 (cell/text) 844-214-9291 (SpencerWillson text) www.Spencer-Willson.com	SpencerWillson, PLLC COMPLEX LITIGATION AND APPEALS

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Friday, January 30, 2026 12:39 PM
To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Sarah

Just rec'd their response and Thursday or Friday of next week would be workable for all on this end (that works for me, though I don't know counsel will be necessary or invited). We anticipate the meeting would last 30-60 minutes, unless issues of which we are unaware are of relevance.

Please let us know your preference.

Best,

Kelly

Kelly Nash

Shareholder

+1 801 375 6600

Dentons Durham Jones Pinegar P.C. | Lehi

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Friday, January 30, 2026 10:38 AM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: Re: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

[WARNING: EXTERNAL SENDER]

Hi Mr. Nash,

My clients are eager to schedule the meeting. Please let us know when we can do so.

Sarah

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Salt Lake City, Utah 84111
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SpencerWillson, PLLC
COMPLEX LITIGATION AND APPEALS

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Saturday, January 24, 2026 8:58 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: Re: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Mr. Nash,

My clients and I are available Friday 1/30, Monday 2/2, and Tuesday 2/3. (Thursday 1/29 does NOT work).

Due to my clients' travel arrangements (they are not Utah residents), may we conduct this meeting by Zoom?

What time would work for you and your client on Friday, Monday, or Tuesday?

Thank you.

Sarah

Sarah Elizabeth Spencer Founding Attorney & Managing Member 66 Exchange Pl., Suite 208 Salt Lake City, Utah 84111 Sarah@SpencerWillsonPLLC.com 801-346-8120 (main) 801-346-8086 (direct) 801-503-8125 (cell/text) 844-214-9291 (SpencerWillson text) www.Spencer-Willson.com	SpencerWillson, PLLC COMPLEX LITIGATION AND APPEALS

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Saturday, January 24, 2026 7:54 PM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: Re: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Hi Mr. Nash,

Thank you for letting me know. I am checking with my clients about alternative dates and I will circle back with you right away.

Sarah Elizabeth Spencer
Managing Member
Spencer*Willson*, PLLC
66 E. Exchange Pl., Suite 208
SLC, Utah 84111
801-346-8120 main
801-503-8125 cell
Sarah@SpencerWillsonPLLC.com
Licensed in Utah and Colorado
(Sent from mobile)

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Saturday, January 24, 2026 12:00:01 PM
To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Ms. Spencer

Not sure if you saw this earlier this week, as I have not heard from you. In any event, I received a call from Ammon, who has come down with a very bad cold or flu and who will not be able to safely work or meet with anyone for at least several days. BAM will, accordingly, need to reschedule Monday's proposed meeting to a later date.

Can you kindly advise as to your availability from January 29 to February 3, in which window I hope to still schedule a face to face meeting, depending upon Ammon's recovery. Once a date is set, I would like to coordinate an exchange of relevant records to facilitate an informal resolution of the subject dispute, including an accounting of products and associated revenues/expenses.

I look forward to hearing from you.

Kelly

Kelly Nash
Shareholder

+1 801 375 6600

Dentons Durham Jones Pinegar P.C. | Lehi

From: Nash, Wm. Kelly
Sent: Tuesday, January 20, 2026 4:53 PM
To: 'sarah@spencerwillsonpllc.com' <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Ms. Spencer

Sorry for my delay. I've been out of the office a few days and my clients have been difficult to reach and/or to tie down.

I believe a face to face meeting between our clients would work for next Monday afternoon. Friday of this week is fine for me (though I don't understand counsel will participate), but the McNeffs have to clear their calendars for such. They are trying to do so, but can't confirm such yet. If you wish to press for Friday, I'll follow up with them accordingly.

We would propose a zoom meeting, though you have suggested a meeting in Orem. Happy to accommodate either, especially if your clients have to leave this weekend.

If I participate, which is doubtful, I'd do so from SLC via zoom. I would expect the meeting to last an hour at most. Do your clients have a preferred time in the afternoon between 2:00 and 4:00?

Thanks.

Kelly

Kelly Nash
Shareholder

+1 801 375 6600

Dentons Durham Jones Pinegar P.C. | Lehi

From: Nash, Wm. Kelly
Sent: Friday, January 9, 2026 12:15 PM
To: 'sarah@spencerwillsonpllc.com' <sarah@spencerwillsonpllc.com>
Cc: Rich, Justin <justin.rich@dentons.com>; Deere, Brittany <brittany.deere@dentons.com>
Subject: Receipt of 1/2/26 Letter - BAMF Salem 1, LLC v BAM

Ms. Spencer

This morning, I rec'd a copy of your 1/2/26 letter to Philip C. Kuck and attached draft complaint against BAM Franchising, Inc. As Mr. Kuck is no longer affiliated with our firm, Justin Rich and I will be representing BAM in this matter assuming our conflict check is clear. We will not have time to even review the matter until Monday, but should be in a position to respond shortly thereafter, assuming we can obtain an audience with our client representatives.

As far as your request for a face to face meeting is concerned, BAM is happy to accommodate such at a mutually convenient time. I hopefully will be able to obtain dates from our client representatives by early next week and will advise accordingly.

I look forward to working with you.

Best,

Kelly

Kelly Nash
Shareholder

+1 801 375 6600

kelly.nash@dentons.com | Bio | Website
Dentons Durham Jones Pinegar P.C. | 1557 W. Innovation Way, Suite 400, Lehi, UT 84043

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Kelly Nash
Shareholder

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Dentons Durham Jones Pinegar P.C. | Lehi

EXHIBIT B

February 11, 2026 Email from S. Spencer to K. Nash Requesting Mediation

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Wednesday, February 11, 2026 9:53 AM
To: William Kelly Nash <kelly.nash@dentons.com>
Subject: BAM Franchise - Request for Mediation

Dear Mr. Nash,

I am writing to follow up on the meeting conducted last week between my clients and your clients pursuant to Section 17 of the Franchise Agreement. My clients would like to proceed with formal mediation with a neutral mediator.
Additionally, I understand that my clients are willing to exchange the recordings they have of your client representatives, including Kyle, who told them he would make their life ”shit” if they did not comply as he directed, as well as all of the videos of the inventory in the store as it existed when they were asked to leave. Could you please send me the Zoom recording of the meeting as your client assured me he would do? We have not received that yet.

My client is prepared to proceed with litigation, but we hope to avoid that outcome if we can conduct this mediation expeditiously. Please advise who you would consider using as a mediator to assist us in resolving this dispute.

Thank you.

Sarah

Sarah Elizabeth Spencer
Managing Member
Spencer*Willson*, PLLC
66 E. Exchange Pl., Suite 208
SLC, Utah 84111
801-346-8120 main
801-503-8125 cell
Sarah@SpencerWillsonPLLC.com
Licensed in Utah and Colorado
(Sent from mobile)

EXHIBIT C

February 12, 2026 Correspondence from A. McNeff, with Attachment

From: Ammon McNeff <a.mcneff@bamfranchising.com>
Sent: Thursday, February 12, 2026 3:43 PM
To: Sarah@spencerwillsonpllc.com
Cc: Matt McNeff <m.mcneff@bricksandminifigs.com>
Subject: RE: Face-to-Face Mtg Recording, Letter Response and Document Request BAMF Salem 1, LLC (“Salem”) v. BAM Franchising, Inc. (“BAMF”) Dispute
Attachments: Gorman Response.docx.pdf

Chrys & Benjamin (C/O Sarah Spencer),

Please see the attached communication.

February 12, 2026

Via Email – sarah@spencerwillsonpllc.com

Ms. Crystal Law
Mr. Benjamin Gorman
BAMF Salem 1, LLC
c/o Spencer Willson, PLLC
Sarah E. Spencer, Esq.
66 Exchange Place, Ste 208
Salt Lake City, UT 84111

Re: Face-to-Face Mtg Recording, Letter Response and Document Request
BAMF Salem 1, LLC ("**Salem**") v. BAM Franchising, Inc. ("**BAMF**") Dispute

Dear Crys and Benjamin,

On behalf of BAMF, we wish to thank both of you for your participation in the recent face-to-face Zoom meeting between Salem and BAMF (and yourselves as related parties). Though the parties' respective claims were not resolved, Matt and I felt progress was made and BAMF looks forward to continuing towards an informal resolution, hopefully without involving legal counsel and attendant costs and delays. While we acknowledge your request for a copy of the Rule 408 meeting recording, the file is too large to be transmitted via email, unless you or your counsel send us a secure mimecast or other request for such. Please advise regarding such to us at your earliest convenience and we will forward the recording.

Now that the foregoing meeting has occurred, we feel it appropriate to informally respond to the assertions you have raised in your 1/2/26 letter (and draft Complaint). As detailed below, your claims do not appear to be supported by the governing agreements, the termination and related notices or the underlying financial facts, which are largely uncontested.

BAMF also hereby requests a production of all relevant books and records (i.e., documents, audio/video recordings, photographs, communications and/or other materials) in your possession, which have apparently been withheld and in which BAMF has a security interest and to which it has a right of immediate possession. Such are referenced below and we believe they will assist BAMF to better understand your position. You are, of course, under a duty to preserve all evidence in anticipation of a possible future mediation or arbitration should the dispute not be hereafter informally resolved. Upon receipt and review of the requested books and records (and other relevant information), some of which is specifically referenced herein, we are hopeful that further settlement discussions may be pursued, including, if needed, the parties' engagement in a formal mediation.

For clarity, we do not consider your 1/2/26 letter, this response thereto or your reply, if any, to be subject to Rule 408.

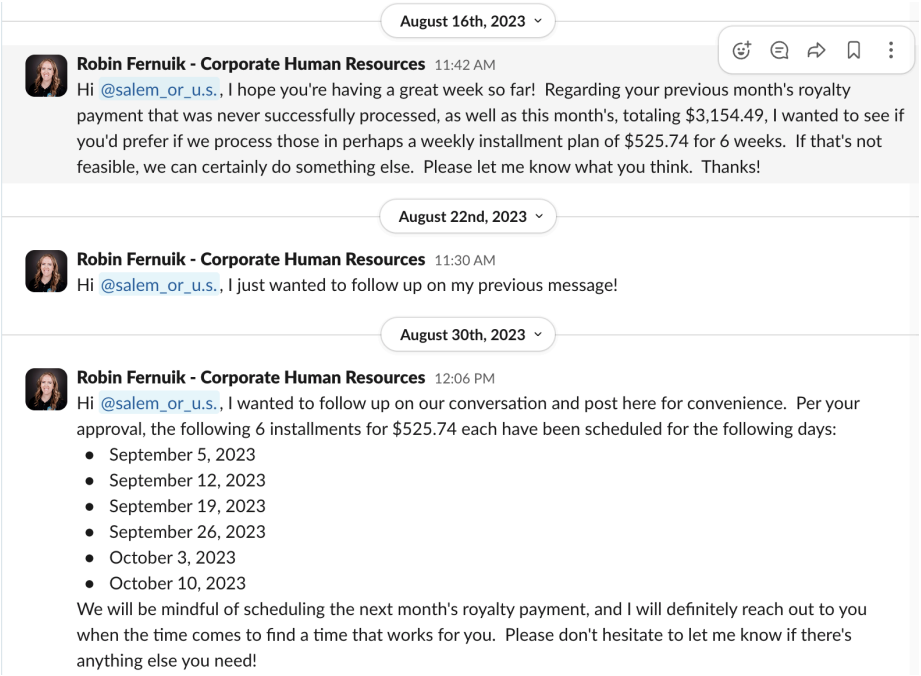
Termination Framework and Alleged Pre-Termination Meeting

The Notice of Termination, among other things, expressly invoked **Section 14.A** of the Franchise Agreement, which provides for **immediate termination without a right to cure and without a pre-termination meeting** at BAMF's discretion, based on your multiple independent defaults (including as referenced in the Notice). Your assertion that a pre-termination meeting was contractually required is inconsistent with the termination framework invoked. If you are relying on a specific or different contractual provision, please identify the specific section and page.

Business and Asset Purchase Agreement Not Completed

Your assertions presuppose that the Business and Asset Purchase Agreement ("**APA**"), was fully consummated, closing conditions were satisfied and that ownership of the Salem store and its assets legally transferred to them. That premise is incorrect. You did not complete the APA requirements, including by failing to satisfy payment and closing obligations. As a result, the sale of the store and its assets to you was never legally completed. For example, while you owed $986.13 per month, beginning on 3/15/23, BAMF never received any of the monthly installment payments from you. You alone were responsible to make such payments. BAMF would be interested in any evidence you have that you tendered such payments to BAMF. We do not recall and have no record of such.

The only proposed payment plan of which we have any record related to your failed "royalty" payments in the fall of 2023. These are separate defaults and are unrelated to the purchase price payments above.



August 16th, 2023

Robin Fernuik - Corporate Human Resources 11:42 AM

Hi @salem_or_u.s., I hope you're having a great week so far! Regarding your previous month's royalty payment that was never successfully processed, as well as this month's, totaling $3,154.49, I wanted to see if you'd prefer if we process those in perhaps a weekly installment plan of $525.74 for 6 weeks. If that's not feasible, we can certainly do something else. Please let me know what you think. Thanks!

August 22nd, 2023

Robin Fernuik - Corporate Human Resources 11:30 AM

Hi @salem_or_u.s., I just wanted to follow up on my previous message!

August 30th, 2023

Robin Fernuik - Corporate Human Resources 12:06 PM

Hi @salem_or_u.s., I wanted to follow up on our conversation and post here for convenience. Per your approval, the following 6 installments for $525.74 each have been scheduled for the following days:

- September 5, 2023
- September 12, 2023
- September 19, 2023
- September 26, 2023
- October 3, 2023
- October 10, 2023

We will be mindful of scheduling the next month's royalty payment, and I will definitely reach out to you when the time comes to find a time that works for you. Please don't hesitate to let me know if there's anything else you need!

As you may recall, these scheduled payment attempts failed, and indeed payment failures continued, resulting in a growing and outstanding royalty payment balance, that was never paid. These defaults were communicated to you multiple times over several months but remained uncured. These and similar subsequent messages never included (nor were requested to include) the monthly $986.13 APA payments. Subsequently, as additional royalty payment failures became the standard behavior for Salem, and communications to rectify the increasing balance due to BAMF were ignored, the significant royalty balance due became an additional basis of termination of franchise rights according to Section 14.A as outlined in the Notice of Termination.

As you know, the Landlord failed and/or refused to consent to the assignment of the lease agreement, an express condition of the APA. This was primarily due to your financial instability and despite BAMF's good faith efforts and requests in support thereof. We understand you were late regarding and/or failed to make rent payments. To date, such consent has still never been given, leaving BAMF legally at risk and responsible, in breach of the APA. This is not what BAMF bargained for. Please produce evidence of all rent payments you claim to have made.

We note that in your letter, you assert a purchase price of $85,000 and suggest that you paid $40,000 down (i.e., though your reference is admittedly vague and unclear). These statements are contrary to the APA and known financial records. Please provide any evidence you have to support these statements, including any actual payments.

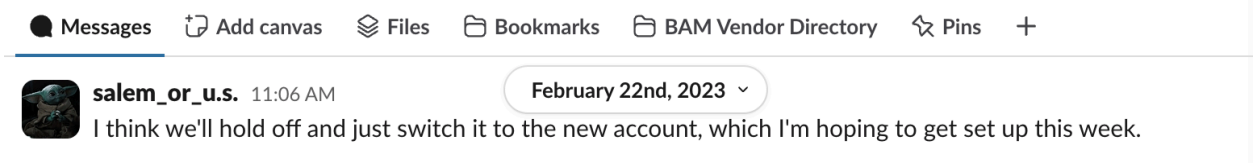
Independent of the Franchise Agreement termination, your failure to complete the APA meant that ownership of the store assets never legally vested in you as purchasers, that BAMF remained legally responsible for the lease and that title did not legally transfer. Upon discovery of your uncured defaults and termination, your claim (and any right) to any beneficial use of the store and its assets reverted to BAMF in accordance with the governing agreements, and BAMF exercised its contractual rights with respect to those assets. This independently renders most of your claims moot, as they rely on an ownership transfer that never legally occurred.

Banking, Social Media, Employee and Lease Assertions

Several of your alleged "breaches of the Franchise Agreement" are also misplaced. These relate to **APA closing and transfer mechanics**, not unconditional franchisor obligations. As mentioned, bank accounts, social media accounts, employee transition, and lease assignment are all addressed in the APA as asset-transfer or closing mechanics, often subject to conditions precedent (including landlord consent, which was not obtained), rather than guaranteed outcomes. Characterizing these issues as Franchise Agreement violations does not align with the documents as written. If you contend otherwise, please identify the precise contractual language relied upon.

Regarding the desired bank account transfer, you will recall that despite BAMF's efforts, the bank refused to allow such between the entities, requiring instead that you set up your own bank account for security and other regulatory reasons. As a former store manager, Crys was more than capable of rectifying the problem and even acknowledged her responsibility relating thereto. You openly acknowledged such in SLACK communications with BAMF. To be clear,

BAMF never "completed the bank account transfer" as it could not do so; only you had the authority to open up an account for your franchise.



Tax Responsibility Assertions

We do not see support in any of the agreements for the assertion that BAMF was responsible for paying franchisee tax obligations. The APA instead allocates liabilities generally based on whether they were incurred pre- or post-closing. We are unaware of any communications that would indicate that anyone from BAMF instructed Salem to pay taxes incurred prior to the ownership transition in February of 2023. Please specify the agreement, section, tax year and tax type you are referencing, and produce the communications you contend support this claim.

Termination, Inventory and Offset

You have referenced a purported "termination agreement" allegedly requiring an inventory within approximately ten (10) days and payment to them for inventory exceeding amounts owed. We are not aware of any executed termination agreement containing such terms. The Notice of Termination instead invokes BAMF's termination and post-termination rights, including its attendant Notice of Appraisal and fair-market-value procedures for assets and the express contractual right to apply those assets as an **offset** against amounts owed to BAMF.

At the time of termination, you owed BAMF amounts well in excess of six figures, including unpaid royalties, fees, rent and balances due under the APA. The inventory and other assets remaining in the store were insufficient to satisfy, let alone exceed, those outstanding obligations. As a result, even assuming that an inventory had been conducted earlier, there were no net proceeds or surplus assets from which any payment to you would have been owed.

This conclusion is not dependent on the execution of any termination agreement, which in any event was never signed by you, nor on objections that were not communicated to BAMF for many months following an initial attorney contact. As it stood, Salem owed roughly $175,000 to the franchisor (unpaid fees and liquidated damages) due within 15 days of termination. However, BAMF made a very generous offer "in lieu" of such payment, to allow a smooth uncontested transition. As BAMF did not receive the $175,000 payment within 15 days as requested, it assumed (subject to verification) that you desired to accept BAMF's offer "in lieu" of the alternative. You made no further effort to communicate with us (to verify such) though you refrained from paying what was clearly due. Thereafter, BAMF was surprised to receive your attorney's communication in December 2024, in which unsupported claims were again made. BAMF responded, clarifying the positions and reiterating the smooth transition offer "in lieu" of the contractual $175,000 payment that was still due. This time, a response date was set giving you more than two weeks to respond. You did not do so. When BAMF, again,

received no communication from Salem, suggesting that you wished to accept the "in lieu" offer, we were confused. Nevertheless, the time to accept lapsed and your obligation remained in place. We had no further communications with you on the matter for more than an additional 12 months. BAMF has retained all of its claims against you under the circumstances.

"Compensation for the Store" Assertions

The assertion that BAMF "never compensated" you for the "store" also does not align with the governing documents or the financial realities at the time of termination. Neither the Franchise Agreement, nor the Notice of Termination, provides for a guaranteed or fixed payment for the business as a whole. Instead, these contemplate valuation and a potential purchase of **assets**, subject to BAMF's contractual right to offset amounts owed by the franchisee. Here, the outstanding obligations exceeded the value of the remaining assets, and BAMF's offset fully absorbed those assets. Accordingly, no additional sums were due or payable.

Knowledge of Outstanding Balances and Asset Sufficiency

To the extent you suggest that you were unaware that the remaining assets would be insufficient to satisfy the amounts owed to BAMF, that contention does not alter the analysis. You were at all relevant times in possession of your financial records, inventory levels, sales data and outstanding payment obligations. You had superior access to such information. Nothing in the governing agreements conditions BAMF's offset rights on advance agreement as to asset sufficiency or on a pre-offset reconciliation accepted by the franchisee. The right of offset exists precisely to address default scenarios in which asset values may or may not satisfy outstanding obligations.

Moreover, you did not timely raise any objection or request clarification regarding asset valuation following termination, and no contemporaneous dispute was presented for nearly a year after the initial attorney contact. Assertions raised for the first time long after termination do not retroactively impose additional notice or disclosure obligations on BAMF.

Oregon Entity Records and Ownership Mischaracterization

Finally, your communications appear to conflate ownership of a legal entity with ownership of franchise rights, store assets or any continuing affiliation with Bricks & Minifigs. While the State of Oregon may continue to recognize you as the owners or managers of **BAMF Salem 1, LLC** as a legal entity, that fact does not confer any ongoing rights under the Franchise Agreement or APA. The Franchise Agreement was terminated, and with that termination, all rights to operate under the Bricks & Minifigs brand, systems and marks, and access to the lease were extinguished. Although the LLC may still exist, it has no continuing relationship with Bricks & Minifigs and no entitlement to assets properly seized and applied pursuant to BAMF's contractual rights.

Request for Supporting Materials

During recent communications, you have referenced numerous documents, recordings and communications that appear central to your defenses and/or claims. To permit a meaningful understanding and substantive review, please produce the materials previously referenced, including but not limited to:

- The contractual provision allegedly requiring a pre-termination meeting;
- Any photographic, video or audio recordings you possess relating to the dispute in any way, including any you contend support your assertions (including all third party recordings of BAMF representatives or property);
- All email or message chains referenced regarding taxes, banking and lease issues;
- All evidence of the alleged consigned goods with a detailed inventory of such (including contracts, communications, notes, payments, reports, etc.);
- Any termination agreement containing the alleged "10-day inventory" language; and
- Any recordings or materials alleging defamatory statements by BAMF personnel or third parties.

We believe that further discussion should be anchored in the actual contract language and the evidence actually and reasonably relied upon. We look forward to reviewing the referenced materials so the parties can assess the issues on a complete and accurate record. This correspondence is sent without prejudice and subject to all rights and defenses.

Third Party Communications

We note that references in your communications to potential actions or publicity by third parties, including Mr. Mansell or Mr. Schneider, may have, at best, limited relevance to the contractual issues presented (and are likely not admissible in any event). Such is not an appropriate basis for resolution discussions. BAMF is already in possession of substantial documentation concerning third-party conduct that is being addressed through appropriate legal channels. However, BAMF requests copies of all such communications be provided.

Of course, BAMF will not engage in negotiations premised on continued implied or explicit threats of reputational harm or third-party interference. Continued invocation of such manipulative actions and conduct to generate leverage will only serve to interfere with the resolution of our dispute and will further entangle third parties' actions with you, a result we trust counsel will take care to avoid.

Likewise, your defamation allegations to date appear to rely primarily on second-hand accounts, incomplete excerpts or out of context recordings of uncertain admissibility. While BAMF requests you also provide copies of all such evidence, it reserves all rights with respect to claims relating thereto and does not concede that the materials referenced would be admissible, accurate or capable of supporting the assertions you have made.

Please forward the requested documentary evidence within the next three (3) business days so that we may review and assess such and, if justified, initiate further settlement discussions.

Thank you for your considerations.

Cordially,

BAM Franchising, Inc.

Ammon McNeff, President

EXHIBIT D

February 18, 2026 Email from K. Nash

From: Nash, Wm. Kelly <kelly.nash@dentons.com>
Sent: Wednesday, February 18, 2026 10:31 AM
To: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Cc: Deere, Brittany <brittany.deere@dentons.com>
Subject: RE: BAM Franchise - Request for Mediation

Sarah

I've been out since last Thursday and am just getting through my emails.

A mediation is fine (and the next step under the FA), but I believe a document exchange should occur ahead of time. I also understand that Ammon has reached out to your clients (through you) in response to your letter demand with additional information, clarifications and questoins. May I suggest that you review such with your clients, have them provide a further reply as to any factual disputes and copy me. If your clients are producing records, please copy me on such as well from this point forward. I have been sidelined on this as you know, but I will participate in any mediation, unless I'm asked to stand down (which has happened in the past at times). The exchange should help us narrow the issues for any mediation and associated briefing.

As far as a date for the mediation and a mediator, it seems we should be looking at a mutually agreeable date in mid March (to allow time to exchange and review relevant documents and address follow up concerns) and select/schedule a mediator in advance. I would suggest you provide me with 2-3 mediator's names (I prefer retired judges) and I'll do the same for you. We should not have difficulty agreeing on such. In my experience, around 75% of my mediations have resulted in a resolution with the best mediations utilizing an evaluative style, which I would recommend in selecting any mediator (most are agreeable to such an approach).

Thanks.

Kelly

Kelly Nash
Shareholder

+1 801 375 6600

Dentons Durham Jones Pinegar P.C. | Lehi

From: Sarah Elizabeth Spencer <sarah@spencerwillsonpllc.com>
Sent: Wednesday, February 11, 2026 9:53 AM
To: Nash, Wm. Kelly <kelly.nash@dentons.com>
Subject: BAM Franchise - Request for Mediation

[WARNING: EXTERNAL SENDER]

Dear Mr. Nash,

I am writing to follow up on the meeting conducted last week between my clients and your clients pursuant to Section 17 of the Franchise Agreement. My clients would like to proceed with formal mediation with a neutral mediator.
Additionally, I understand that my clients are willing to exchange the recordings they have of your client representatives, including Kyle, who told them he would make their life "shit" if they did not comply as he directed, as well as all of the videos of the inventory in the store as

it existed when they were asked to leave. Could you please send me the Zoom recording of the meeting as your client assured me he would do? We have not received that yet.

My client is prepared to proceed with litigation, but we hope to avoid that outcome if we can conduct this mediation expeditiously. Please advise who you would consider using as a mediator to assist us in resolving this dispute.

Thank you.

Sarah

Sarah Elizabeth Spencer
Managing Member
Spencer*Willson*, PLLC
66 E. Exchange Pl., Suite 208
SLC, Utah 84111
801-346-8120 main
801-503-8125 cell
Sarah@SpencerWillsonPLLC.com
Licensed in Utah and Colorado
(Sent from mobile)

EXHIBIT E

March 4, 2026 Correspondence from A. McNeff

From: Ammon McNeff <a.mcneff@bamfranchising.com>
Sent: Wednesday, March 4, 2026 4:06 PM
To: Sarah@spencerwillsonpllc.com
Cc: Matt McNeff <m.mcneff@bricksandminifigs.com>
Subject: Re: Face-to-Face Mtg Recording, Letter Response and Document Request BAMF Salem 1, LLC ("Salem") v. BAM Franchising, Inc. ("BAMF") Dispute

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Counsel and Parties,

We are writing to follow up regarding the document exchange discussed during our meeting and referenced in our subsequent correspondence.

It has now been nearly three weeks since our written request for the materials your clients indicated they possessed and intended to rely upon. To date, we have not received those materials. In addition, we have not received the follow-up correspondence previously indicated would be forthcoming from your clients.

As we have stated, BAMF remains willing to engage in meaningful resolution discussions. However, in order for mediation to be productive and for counsel to prepare appropriate mediation briefs, both sides must have access to the documents and evidence being relied upon. At present, the record remains incomplete. We also believe that the cost of mediation can be avoided, and we are open to another face-to-face dispute resolution discussion (via Zoom) once we have been able to review the appropriate and requested files and documents. This would be the simplest and easiest route to resolution, as I believe that our conversation last time was very productive.

We also note that during our meeting, a video file was requested from BAMF. As stated in our follow-up communication, that file is approximately 422MB and cannot be transmitted via standard email. We would ask again that Ms. Spencer please confirm a secure file-transfer method that will accept files of that size (up to 500MB), and we will promptly transmit the file upon confirmation of the appropriate upload protocol.

With respect to the materials referenced by Chrys and Ben during the meeting—including recordings, email chains, and other documents previously described—please confirm whether those materials are being gathered and provide a firm production date. In our prior communication, we requested production by February 17. We are prepared to proceed promptly upon receipt and would appreciate production no later than March 9 so that review may begin without further delay.

We remain confident that a resolution is possible. That process, however, must be grounded in the governing documents and the documentary record and shared files & information.

We look forward to your response.

On Thu, Feb 12, 2026 at 3:43 PM Ammon McNeff <a.mcneff@bamfranchising.com> wrote:

> Chrys & Benjamin (C/O Sarah Spencer),
>
> Please see the attached communication.

EXHIBIT F

March 23, 2026 Correspondence from A. McNeff

From: Ammon McNeff <a.mcneff@bamfranchising.com>
Sent: Monday, March 23, 2026 1:44 PM
To: Sarah@spencerwillsonpllc.com
Cc: Matt McNeff <m.mcneff@bricksandminifigs.com>
Subject: Re: Face-to-Face Mtg Recording, Letter Response and Document Request BAMF Salem 1, LLC ("Salem") v. BAM Franchising, Inc. ("BAMF") Dispute

---

Counsel and Parties,

We write to follow up regarding the document requests discussed during our face-to-face meeting and reflected in our subsequent correspondence.

As you know, we sent a follow-up communication on **March 4, 2026**, reiterating our request for the materials your clients represented they had and intended to rely upon. As of today, **March 23, 2026**, we have not received those materials, nor have we received any response regarding their status. In addition, we have not received the follow-up correspondence previously indicated would be forthcoming.

At this point, it has been several weeks since our initial request, and the absence of any response or production is preventing meaningful progress toward resolution. As previously noted, both sides must have access to the relevant documents and evidence in order to prepare appropriate mediation materials and engage in productive discussions.

We also reiterate that we remain prepared to provide the video file referenced during our meeting. As noted in our prior correspondence, the file is approximately 422MB and requires a secure file-transfer method. Please confirm an appropriate upload protocol, and we will transmit the file promptly.

BAMF has made consistent, good-faith efforts to move this matter forward in a constructive and efficient manner. However, without the requested materials or any communication regarding their availability, we are unable to proceed in a meaningful way.

Accordingly, please confirm by **March 27, 2026**:

1. Whether your clients will produce the requested materials;

2. The date by which such production will be completed; and

3. The appropriate method for transmitting the video file referenced above.

If there are issues affecting your ability to produce the materials previously referenced, please identify them so they may be addressed.

We remain willing to engage in mediation and resolution discussions once a complete and accurate record is available.

We look forward to your prompt response.

Sincerely,

On Wed, Mar 4, 2026 at 4:06 PM Ammon McNeff <a.mcneff@bamfranchising.com> wrote:

> Counsel and Parties,
>
> We are writing to follow up regarding the document exchange discussed during our meeting and referenced in our subsequent correspondence.
>
> It has now been nearly three weeks since our written request for the materials your clients indicated they possessed and intended to rely upon. To date, we have not received those materials. In addition, we have not received the follow-up correspondence previously indicated would be forthcoming from your clients.
>
> As we have stated, BAMF remains willing to engage in meaningful resolution discussions. However, in order for mediation to be productive and for counsel to prepare appropriate mediation briefs, both sides must have access to the documents and evidence being relied upon. At present, the record remains incomplete. We also believe that the cost of mediation can be avoided, and we are open to another face-to-face dispute resolution discussion (via Zoom) once we have been able to review the appropriate and requested files and documents. This would be the simplest and easiest route to resolution, as I believe that our conversation last time was very productive.
>
> We also note that during our meeting, a video file was requested from BAMF. As stated in our follow-up communication, that file is approximately 422MB and cannot be transmitted via standard email. We would ask again that Ms. Spencer please confirm a secure file-transfer method that will accept files of that size (up to 500MB), and we will promptly transmit the file upon confirmation of the appropriate upload protocol.
>
> With respect to the materials referenced by Chrys and Ben during the meeting—including recordings, email chains, and other documents previously described—please confirm whether those materials are being gathered and provide a firm production date. In our prior communication, we requested production by February 17. We are prepared to proceed promptly upon receipt and would appreciate production no later than March 9 so that review may begin without further delay.
>
> We remain confident that a resolution is possible. That process, however, must be grounded in the governing documents and the documentary record and shared files & information.
>
> We look forward to your response.

On Thu, Feb 12, 2026 at 3:43 PM Ammon McNeff <a.mcneff@bamfranchising.com> wrote:

> Chrys & Benjamin (C/O Sarah Spencer),
>
> Please see the attached communication.

EXHIBIT G

Transcript of November 14, 2024 Telephone Call

Transcript of November 14, 2024 Telephone Call (Law, Gorman, and McAllister)

Source recording: "Recording of call with Kai.m4a" (16:05). Machine transcript (speaker diarization on), corrected against the recording by Chrystal Law and Benjamin Gorman. Bracketed times are elapsed minutes:seconds in the recording.

Ki: [00:15] Hey, this is Ki.

Chrystal: [00:16] Hi, this is Chrystal and you're on speaker. I'm here with. [00:19] Ben.

Ben: Yeah, This is Ben. So I am, I am. This whole thing is taking me completely by surprise. [00:27] And so explain to me what is going on from your perspective, because I'm wondering if there's been a miscommunication or, or if I'm just not understanding.

Ki: [00:37] And I totally appreciate you asking Ben. It's good to talk to you. I've never talked to you before, so I apologize for that. But so I'm Ki, Director of Operations, as I said. [00:46] Umm, so earlier today we had a uh, so. [00:51] From from our perspective, umm, so Chrystal did reach out to us and talk about you guys, uh, moving out of the country and wanted to know like what what would need to happen before that? [01:04] And so, what we did is we sat down on our end and we looked at the, uh. [01:10] We looked at the relationship that we have with you guys and where all the outstanding balances and everything, umm, where we're currently sitting, umm and I, these are not quoting exact numbers, but we're about $50,000 left on the original purchase of the store. [01:27] And then we're about $25,000 behind on royalties and then the, the lease is technically in our our name still. [01:38] Which, I don't know the whole situation that went into that. Either way, we're held liable for the lease, the rent that has been missing and there's been some, some late fees tacked on that. And I think the total of that comes to around $25,000 that we had to take on. [01:57] Umm, because the, the, the landlord reached out and was like, look, I'm, I'm gonna terminate this. I, I can't do this anymore. Which from what it sounds like he was bad at communicating with you. And to be fair, he's been bad at, he, he hasn't been the best at communicating with us. So I'm, I'm not saying that that is completely on your guys shoulders either. Either way, while we were looking at is about $100,000 in, uh, in, in franchise terms with the, the terms with everything, it would be. [02:26] $100,000 in damages and looking at that and then looking at the store and the possibility of you guys selling it and all those sorts of stuff, what, what we came to the conclusion is that, that the best thing for you guys, umm would be just to, to have a termination of the franchise agreement. Clean slate. You guys walk away. We walk away. We don't go after you for any of the damages or anything like that. It's, it's us. [02:56] It's us accepting that, that you guys did a good, uh, you guys did the work, kept the store open. You guys should pat yourself on the back for, for that. Umm, and we'll accept that we're not gonna get that $100,000 umm, we're just gonna walk clean slate. And then, uh, Brandon took over the Eugene store and, and we, we talked to him and see if he would be willing to take over operations of, of this store just so that way we could solve everything. [03:26] And when we jumped on a call today with Chrystal, uh, we talked that over and I will acknowledge that it seems like the message wasn't quite got across that, that we were trying to convey. I apologize for that, but we did convey that there

was gonna be a termination in that, that Brandon was going to come over today, umm, to, umm, take over the store. [03:49] Umm, and. [03:51] That's, that's kind of where we're seeing, uh, there should be, uh, sometime tonight, you guys will get an e-mail with the details of the termination. [04:00] Umm, and, and where we would like to be. [04:05] It is what we would like to. [04:08] To, to work with you guys, uh, Brandon, Brandon did commit to doing an inventory of the store because if the inventory of the store is over $100,000, like we're, we're willing to open up conversations about that, umm. [04:23] But ultimately Brandon is taking over the store and and the franchise agreement is, is terminated as of now.

Ben: [04:31] OK…

Ki: So that's the situation that we're.

Ben: [04:34] Yeah, that, that it's helpful for me to to hear that. [04:41] A couple of points that I want to make sure to clarify. So this by, by your own explanation, the precipitating event for this was we reached out and said we're considering moving.

Ki: [04:55] So

Ben: and that got this whole ball rolling, correct?

Ki: [05:02] Uh, no, not necessarily.

Ben: [05:04] I'm pretty sure that's what you just said.

Ki: [05:06] Yeah, what, what got this conversation started of doing a, a termination agreement agreeing to walk away both ends without us going after you for damages that was initiated by her reaching out.

Ben: [05:20] Yes,

Ki: We, [05:21] we have known for a while that you guys were behind on things and we have been taking a look at what measures it would take for us to reclaim those damages. We wanted to work with you guys. [05:33] But, but, we were on wit's ends when it comes to the amount of [05:37] money that we were still owed. And so the ultimate kicker that started us looking for a termination was when we were reached out by your, uh, by your landlord, uh, which was actually before she called us, but this seemed like a better option for us.

Ben: [05:53] So the, the, [05:56] the, the challenge that that poses, and I want to make sure that again, that we're, we're both on the same page. You understand that I am in the United States right now.

Ki: [06:06] Yes,

Ben: You understand that I am at the store right now.

Ki: [06:09] Yes, I do.

Ben: So we have not violated that portion of the agreement yet?

Ki: [06:14] Yes. [06:15] But you have violated. [06:19] the, as of right now [06:21] you are $25,000 behind in royalties. You are still $50,000 off from fully paying off the, the franchise agreement and we were reached out by your landlord telling us that he was looking to uh, kick you guys out of the location, which is a damage on our end if the location goes under. So those, those three big things are things that that are also uh, breaches of the franchise agreement and, and [06:50] and and I don't want to do this, but, but we really could. Look, we've had problems with communication. We've had problems on a lot of other fronts that, that we could look into. But what we decided, what we figured would be better and what you guys would appreciate is if we just both walked away from this [07:10] clean slate like

Ben: That's. [07:11] That's not, that's not, that's not clean slate. That's, I've, for example, I have a cousin right now who is considering purchasing a location, right? There are other options we wanted to discuss with you. We reached out for the purposes of having that conversation and figuring out a better solution. And it feels very much to me like we reached out precipitated a, you know, kind of investigation on your part and instead of talking to [07:39] us about good options, you've skipped to what is going to be a very expensive option for both of us. This is not a good option. Do you have the authority to talk about some other options with me?

Ki: [07:54] So there are no more other options.

Ben: [07:57] Well, that's that's simply not true. You don't have the power to do that. If we were to go to an attorney tomorrow and they put an injunction on the store and closed it until we figured out who violated the contract more, the company is going to lose a significant amount of money. We don't want that. You don't want that, but you know that is entirely possible because the company violated the contract at least four times.

Ki: [08:17] I'm going to tell you right now [08:20] that when you read over the agreement that the the determination that you're gonna get today if you pass that to an attorney, [08:27] that's not gonna be a battle that you or the attorneys gonna wanna fight with you. And, and, [08:33] and I understand where you're coming from, and this is a very emotional time. [08:38] And and and I, [08:39] acknowledge that and I it is.

Ben: It is emotional. It is also tactically unwise. If you would have communicated with us, we could have found a solution that would have been much wiser for both parties. [08:52] And you're not talking to me.

Ki: [08:55] Ultimately, if you guys have not reached out telling us about you looking to move out of the country, you still would have gotten a termination.

Ben: [09:03] When?

Ki: [09:04] It may not have been right now, it would have been, probably it would have been before the end of the year. [09:11] It would have been probably this month. [09:15] And because, and it wouldn't have been on the same terms of us looking to have a clean slate. [09:24] So what I'm gonna tell you right now is, is if if we go the legal route there, there is no

option for clean slate. We will be seeking all the liquidated damages and, and that is going to be an expensive battle. You're right. It's gonna be a very expensive battle for you and it's not gonna be a good position for you guys to get into,

Ben: No.

Ki: which is why we figured that the option for us saying, hey, we're forgetting that $100,000. [09:53] We're forgetting that. [09:55] We're letting you walk away and we're putting a store on her there to keep the store running. But as of right now, [10:02] as of when you get that, that termination notice, your franchise agreement is done and there is, there, there's not that relationship between us. You also do not have legal rights to, uh, the location that the store is in because we're, we're the leaseholders. And so that there's not a whole lot of options for you. If you want to go the legal route, it's just gonna be a mess and it's gonna be expensive for you.

Ben: [10:27] Yeah, so, so why not consider talking with us? [10:31] rather than leaping to this?

Ki: [10:34] We jumped on the call with, with Chrystal this morning.

Ben: [10:37] And, and, and you talked with her or you talked at her?

Ki: [10:42] We talked at her.

Ben: [10:43] Yeah.

Ki: [10:44] We sought to talk with her. Ultimately, we, we have every right to do what we're doing.

Ben: [10:50] I, I, I believe you believe that.

Ki: [10:52] Us choosing to do a clean slate, it is us giving you guys grace. If you fight this, then then you're putting yourself into a whole lot of **** and I and I don't wanna do that to you guys.

Ben: [11:04] I, I just I,

Ki: So,

Ben: I, you know, I, I.

Ki: [11:08] So, I would sit down, you and Chrystal, talk over the $100,000 and figure out if that's gonna be worth it to try and fight that, you guys, because I'm gonna tell you, right [11:18] now, it's not.

Ben: I, I want you to consider and please take this to your employers. How is saying you have no options and if you don't do what we say, you're gonna be in a whole lot of ****, giving grace? [11:30] Does that sound like grace to you?

Ki: [11:32] What's giving you grace is saying that we are not gonna go after you for the $100,000.

Ben: Does that sound like grace to you?

Ki: [11:39] It sounds like a threat and I can, I can acknowledge you feeling that because, in a way, it is.

Ben: [11:46] OK. I'm glad that we've established that you ended this relationship by threatening people and then them taking a financial loss. Because when we need to go to people who are saying, should we start a business with bricks and minifigs, we can say, in all honesty, they ended the relationship with us by threatening us and then demanding that we take a loss. Consider that when going with them for a franchise, they leave you holding the bag and they threaten you as you go out. And you just acknowledge that. [12:15] This is the way you do business.

Ki: [12:16] I, I, I really, really encourage you to read through that termination agreement because there's gonna be things in there that if, if you seek to go after us or if you seek to defame us like that, that's also not a pretty. We're, we're trying to do [12:31] our

Ben: I would not say anything untrue.

Ki: [12:36] And ultimately, you can say whatever you wanna say, just be aware that there are our legal consequences and things.

Ben: Yes. Yes, there are.

Ki: So what I'd encourage for you to do [12:47] is, is read through that termination agreement, which you will get tonight. [12:52] Look over it. If you really feel like it, you can read through the, the franchise agreement 'cause you have every right to do that. Just know that it, the franchise is, the agreement is terminated. Brandon is the owner of the store and, and if you fight him on that

Ben: [13:11] No, no, we're not gonna. We, I, I understand. He's just been stuck in the middle. This is not. He didn't choose to pull the trigger on this. You did.

Ki: [13:19] And, and I appreciate that. Please don't put Brandon in the middle of this. [13:23] But what I told Chrystal is, after you guys read through the termination agreement and the franchise agreement, I have something, I have discovery day tomorrow morning until the afternoon, but then we can jump on another call and we can talk it all through. Umm, if you have any questions about the termination agreement or questions about specific things in the franchise agreement, we can jump on and we [13:44] can talk about that.

Ben: Will you have the authority to negotiate that agreement or do we need to talk with someone else?

Ki: [13:52] So. [13:54] I, I act on behalf of the franchise and I, me, I've been tasked with working on this.

Ben: [13:59] OK. I just don't want to end up in a situation, I have negotiated a lot of contracts. I don't want to end up in the situation where you say I don't have the authority to make changes to this contract. Will you have the authority to make changes to that tomorrow?

Ki: [14:13] I, I don't have the authority to make changes to that contract, and no one with authority to make changes to that contract would make changes to that contract,

Ben: That is. [14:22] You, you can't know that.

Ki: So, let's sit down.

Ben: I would rather sit down with somebody who has the authority to make changes to the contract rather than sign a contract with somebody who can't negotiate it. Again, I feel like the company is saying we've made all the decisions and we are refusing to negotiate about anything. This is [14:42] bad business.

Ki: [14:45] So, tomorrow we'll set up a call read through those things. [14:50] And tomorrow we'll set up a call.

Ben: [14:57] I mean, we have no choice, correct?

Ki: [15:01] Yes. [15:03] I mean, you have a choice to have a call with me, us tomorrow, that's up to you. But. [15:10] Yes.

Ben: OK. Well, we can do that. I would advise you to have representation. I think we will as well. [15:19] And we'll figure out if, if we have representation and you have representation in the room, is that a good use of your funds if you don't have the authority to make decisions relative to that contract?

Ki: [15:32] It in this instance, if you're bringing representation, will bring representation. Umm, that's, that's a totally fair use of our, our funds because we'd rather walk away with this, with both of with us agreeing to walk away without seeking any other damages. So, uh, we, we will, we'll have that call tomorrow.

Ben: [15:52] Alright, well, we will talk to you then.

Ki: [15:56] OK, see you. Thank you for, for jumping on this call. [16:03] Bye.

Ben: Bye.

EXHIBIT H

Verified Complaint, BAM Franchising, Inc. v. Schneider, No. 260402353 (Utah 4th Dist. Ct. May 27, 2026) (Excerpts)

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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

("**Baker**") dba Salem-Baker Bricks, Inc. ("**Salem Baker**") (collectively, "**Plaintiffs**"), through counsel, file this Complaint against Defendants Benjamin Schneider, dba and aka "Reckless Ben" ("**Schneider**"), Reckless Ben LLC ("**Reckless Ben**"), Bryan Mansell ("**Bryan**"), Victor Nguyen ("**Victor**") and DOES 1-15 (collectively, "**co-Defendants**") and for causes of action assert and allege as follows:

Parties, Jurisdiction, and Venue

1. BAM is a corporation organized and existing under the laws of the State of Delaware, doing business throughout the United States, including its principal place of business in Utah County, State of Utah.

2. Ammon is a Utah resident, currently residing in Utah County, Utah and an owner and executive officer of BAM.

3. Matthew is a Utah resident, currently residing in Utah County, Utah and an owner and executive officer of BAM. Ammon and Matthew are referred to collectively, as "**McNeffs**".

4. Josh is a Utah resident, currently residing in Utah County, Utah and an owner and executive officer of Baker.

5. Brandon is a Utah resident, currently residing in Salt Lake County, Utah and an owner and executive officer of Baker.

6. Baker is a Utah limited liability company (organized on 5/2/24) dba Salem Baker in Oregon (registered on 11/15/24), and an authorized franchisee of BAM engaged in business in the State of Oregon, and also doing business in Utah County, Utah.

7. Upon information and belief, Schneider is an individual, who resides in or around Los Angeles, California (at 5013 ½ Marathon Street, Los Angeles, CA 90027) and who operates under the dba, aka and online persona of "Reckless Ben" as an online paid streaming content

creator and publisher (i.e., through YouTuber, Patreon, etc.), who does business throughout the United States and in Utah County, Utah.

8. Upon information and belief, Reckless Ben LLC is a limited liability company organized and existing under the laws of the State of California, with a principal place of business at 1407 N Edgemont St., Los Angeles, California 90027, and doing business in Utah County, Utah, which is owned, controlled and/or operated by Schneider and Schneider Group (i.e., defined below).

9. Schneider and Reckless Ben LLC and their affiliated entities, employees, contractors, associates, representatives, assistants and legally cognizable agents, including Victor Nguyen (and as yet unknown DOE 1-15 defendants), along with the Schneider Group's affiliated entities and participants in the Enterprise (the "**Schneider Group**"), conspired together and with co-Defendants and Chrystal Law ("**Chrystal**") and Benjamin Gorman ("**Benjamin**") (also potential DOE 1-15 defendants) and aided and abetted to create, participate in and effectuated a scheme and enterprise of unlawful activities over a substantial time period through multiple distinct episodes in order to defraud, manipulate, threaten, trespass, extort, injure and damage Plaintiffs, including based on a sustained pattern of unlawful activities, including the racketeering and profiteering and other misconduct described herein, thereby injuring and damaging Plaintiffs in Utah County, Utah and other locations throughout the United States ("**Enterprise**").

10. Co-Defendants conspired with Chrystal and Benjamin to participate in support and aid/abet the Enterprise and misconduct described herein in or affecting Plaintiffs in Utah County, Utah and other locations throughout the United States.

substantial time, resources and capital in developing and protecting the Bricks & Minifigs brand, goodwill and franchise system throughout the United States.

18. Upon information and belief, Schneider and Reckless Ben LLC operate under the online dba, name and/or persona of "Reckless Ben" and including as a YouTuber and content creator with a substantial following on YouTube and related social media platforms, including paid streaming services through or on Patreon, Discord, TikTok, Reddit and Instagram.

19. Upon information and belief, Schneider and the Schneider Group affiliated and conspired with Bryan, Benjamin and Chrystal, who directly and indirectly participated in, supported, aided and abetted and/or promoted Schneider's content creation, Publications and the alleged misconduct relating to Plaintiffs.

Private Dispute Between Chrystal and Benjamin.

20. Chrystal was initially employed as a BAM owned entity and corporate employee / store manager for BAM's then subsidiary corporate-operated Bricks & Minifigs location in Salem, Oregon. During her tenure, she expressed interest in becoming a private franchisee, as the owner (with her husband Benjamin) of BAMF Salem 1, LLC ("**Salem LLC**") and individually, and in purchasing the Salem Oregon store she managed. BAM agreed to her proposed private franchisee affiliation and purchase transaction within BAM's established franchise agreement structure pursuant to the terms of a written 2/6/23 *Franchise Agreement* ("**FA**") between BAM and Salem LLC, Chrystal and Benjamin and a 2/2/23 *Business and Asset Purchase Agreement* ("**APA**") between BAM and Chrystal and Benjamin.

21. The APA confirmed a Closing Date of 2/2/23 in Section 4.1, directed that Utah law governed in Section 10.3 and required Chrystal and Benjamin to timely pay purchase price installments, royalties and other consideration, to obtain landlord consent to a lease assignment

25. Despite the foregoing plain requirements, Chrystal and Benjamin materially breached their obligations, as required APA payments were not completed, FA royalty payments became delinquent, the lease and various accounts were never properly transferred and lease amounts were unpaid. Chrystal's outstanding contractual obligations mounted, eventually exceeding an estimated $175,000.

26. In early fall of 2024, Benjamin accepted work overseas and Chrystal advised BAM that she intended to close the store and abandon the franchise operation altogether, including stating an effective date for such closure of December 2024. As she did not have the right to do so under the FA, BAM notified her that such was not appropriate.

27. Based on the foregoing uncured breaches and anticipatory repudiation, BAM, *inter alia*, issued a written 11/14/24 *Notice of Immediate Termination* to Salem LLC pursuant to the FA, exercised its priority rights to the collateral in the Security Agreement, pre-scheduled a repossession with Chrystal and repossessed the Salem LLC store on or after 11/14/24 and assumed the lease, as expressly permitted under the FA and APA, including any and all fixtures, inventory and other assets, and credited an estimated $38,000 paltry value thereof as an offset to the unpaid $175,000 debt.

28. Excepting only respecting the foregoing unpaid lease, BAM did so as a *bona fide* purchaser, without notice of any third party claims or liens of any kind, including Chrystal and Benjamin's undisclosed and alleged 11/22/23 *Consignment Agreement* with Brian, referenced *infra*.

29. Prior to and at the time of repossession, BAM's representative, Brandon, conducted an informal and video inventory of the Salem LLC fixtures and inventory. While he did not locate or identify any product that was identified as consigned or not owned by Salem

LLC, he concluded that the maximum value of any residual inventory was less than $38,000. Less than $5,000 worth of Star Wars LEGO product could be located and identified in the entire residual Salem LLC onsite inventory.

30. Incident thereto, BAM requested access to and that copies of all relevant business records be provided by Salem LLC, which Chrystal and/or Benjamin refused to provide, including inventory reports, agreements, financial statements, etc.

Undisclosed and Unauthorized 11/22/23 Consignment Agreement.

31. Upon information and belief, during her tenure as a franchisee and on or about 11/22/23, Chrystal entered into an undisclosed and unauthorized private "consignment" arrangement with Bryan (or his aging father, Eric), allegedly relating to an inventory of alleged LEGO collectible sets. A purported, but unsigned, written 11/22/23 *Consignment Agreement*, is attached as **Exhibit A**, which is between "Bryan Mansell" and "Bricks & Minifigs – Salem/Keizer, of 3670 River Rd N, Keizer, Oregon 97303" ("**Bricks**"). Plaintiffs do not have a copy of a signed version, though Bryan has alleged it was signed by Chrystal and Bryan.

32. At that time and until the present, Bricks was not and has never been a known or legally registered entity and, in any event, Bricks is not Salem LLC, leaving Chrystal personally liable for the terms of the 11/22/23 *Consignment Agreement*.

33. Importantly, in the purported *Consignment Agreement*, Section V., Chrystal agreed and warranted that she "has purchased insurance sufficient to cover the loss or damage of the Star Wars Legos" and agreed to "store the Star Wars Legos in a manner customary in the industry to prevent damage", acknowledging she "shall be responsible for all shortages, loss, or damage to Star Wars Legos" while in her control.

37. Upon information and belief, Chrystal or Salem LLC sold part of the consigned inventory and paid Bryan for such. Salem LLC or Chrystal had ample time to sell the consigned inventory during the approximately one year period prior to Chrystal's abandonment of the store, and did so. Such sales activities have never been reported to or accounted for with BAM.

38. Chrystal failed and refused to pay Bryan monies that may have been due to him under the *Consignment Agreement*.

39. As noted, on or about 11/8/24, Chrystal informed BAM corporate leadership that her partner had accepted employment overseas and that she intended to close the store and she thereafter abandoned the store in connection therewith. BAM advised her that a closure was not permitted under the FA, including due to her unpaid royalties, defaulted asset purchase payments and outstanding contractual obligations.

40. BAM thereafter notified Chrystal that it would repossess the store pursuant to BAM's preserved rights regarding such under the FA. When BAM representatives arrived for the scheduled turnover on or after 11/14/24, Chrystal became uncooperative and interfered with the agreed smooth transition and refused to provide records (and removed certain receipts, a high value Boba Fett minifig and possibly money in the safe, over Brandon's objection), and ultimately was escorted out of the store. The store was empty, looked unpresentable and had been ransacked. As noted, BAM issued its 11/14/24 *Notice of Immediate Termination* and assumed possession of the premises and all assets located within the store as part of lawful recovery actions.

41. Brandon was engaged as a contracted inventory inspector for BAM and was requested to inspect and inventory the Salem LLC store at the time of repossession. After

Brandon secured the location incident to the termination and completed the inventory, Josh expressed to BAM his interest in acquiring a franchise for the store location.

42. Josh later inquired if Brandon would be interested in participating in such an acquisition and they agreed to jointly do so and formed Baker Salem, believing they could purchase the assets free and clear, assume the lease from BAM and infuse new inventory into the run down location and make it successful after Chrystal had run it into the ground.

BAM's *Bona Fide* Repossession and Acquisition of Secured Assets and Lease.

43. Following its lawful termination for cause and repossession, BAM acquired the store's assets as a *bona fide* purchaser for value, without actual or constructive notice of any actual third-party right, claim or lien, and given Salem LLC and Chrystal's breaches, including the undisclosed private consignment arrangement without notice to or the consent of BAM.

44. As Chrystal, Benjamin and/or Salem LLC's purported and undisclosed consignment arrangement with Bryan was entered into (in an unauthorized capacity) and was never disclosed to or approved by BAM, BAM took possession free of any claims or liens.

45. In or about the first quarter of 2025, Josh and Brandon agreed to clean up, manage and operate the BAM repossessed store in Salem, which was subsequently sold and transferred, along with the store's assets, to Baker Salem (i.e., owned by Josh and Brandon). These parties did so, without actual knowledge of Bryan's purported consignment claim, and any such claim, to the extent it existed, which was subordinate to BAM's security interest and the sole responsibility of Chrystal, Benjamin and/or Salem LLC.

Baker Salem's *Bona Fide* Acquisition of Assets from BAM.

46. In the first quarter of 2025, BAM completed the sale to Baker Salem, Josh and Brandon, who became new franchisees, and in connection therewith, they (through and in the dba of "Baker Bricks, LLC") entered into a 1/9/25 *Franchise Agreement* with BAM. On 3/27/25, BAM finalized a *Business and Asset Purchase Agreement* with Baker. Baker did not at any time acquire, take over or assume any obligations of Chrystal or Salem LLC.

47. These *bona fide* third-party purchasers were not involved in the prior private dispute between Chrystal and Bryan and, except as noted regarding the inspection by Brandon. They acquired the business from BAM pursuant to an arm's-length and legitimate corporate sale and transfer and began operating as an independent authorized franchisee of BAM.

Bryan Demands Return of Allegedly Consigned LEGO Product Without Evidence.

48. Within 24-48 hours following Chrystal's termination in late November 2024, Bryan called the store and asked for Chrystal. Brandon answered and explained Chrystal and Salem LLC had abandoned the store and were no longer involved. Bryan claimed he had a consignment arrangement of some sort with Chyrstal and Salem LLC and stated she had not paid him monies that were due from sales. Josh and Brandon were skeptical, and Brandon explained the need for evidence of any ownership claim he may have.

49. Bryan showed up later that day and began yelling at personnel and holding up purported consignment paperwork demanding the immediate return thereof or payment of $80,000. Josh interceded and asked to review it and briefly did so and pointed out that neither BAM (nor Josh and Brandon) were a party to this purported arrangement. As he claimed he had a purported inventory list, Brandon and Josh invited him to review the limited number of LEGO sets on display, which were in BAM's corporate owned store at that time. When Bryan could

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.

/s/ Josh Johnson
Josh Johnson

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

DATED May 27, 2026.

DENTONS DURHAM JONES PINEGAR, P.C.

/s/ Wm. Kelly Nash
Wm. Kelly Nash
Justin T. Rich
Mina S. Ghobrial
Attorneys for Plaintiffs

EXHIBIT I

Temporary Restraining Order, No. 260402353 (Utah 4th Dist. Ct. May 28, 2026)

The Order of the Court is stated below:
Dated: May 28, 2026 05:25:31 PM **/s/** TONY F GRAF JR District Court Judge

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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.	**TEMPORARY RESTRAINING ORDER AND NOTICE OF PRELIMINARY INJUNCTION HEARING** **(Tier 3)** Case No.: 260402353 Judge: Tony F. Graf, Jr.

This matter came for hearing before the Court on Plaintiffs' *Ex Parte* Motion for Temporary Restraining Order and Preliminary Injunction ("**Motion**"). Having considered all evidence, together with the verified pleadings and the requests set forth in the Motion, and finding good cause, the Court hereby grants the Motion and enters this Temporary Restraining Order and makes the following findings:

1. Plaintiffs are suffering and will continue to suffer immediate and irreparable injury before this action can be fully heard, as set forth in the Verified Complaint and Motion, including, *inter alia*, loss of business, loss of good will, loss of existing and future relationships with customers and franchisees, and injury to Plaintiffs and persons involved, unless this Temporary Restraining Order is issued, which injuries cannot be adequately compensated with money. Beginning in early 2025 and continuing to date, co-Defendants engaged in a campaign of extortion, harassment, defamation, nuisance, interference, trespassing, stalking and intimidation targeting Plaintiffs and their businesses and affiliates. Co-Defendants organized and created an "enterprise" for the common purpose of conducting a pattern of unlawful activity, including the publication of false, defamatory and disparaging images, content and statements, including the Publications (as such term is defined in Plaintiffs' Verified Complaint) and other misconduct as alleged in the Verified Complaint.

2. Plaintiffs' threatened injury and damages outweigh any injury or damages to co-Defendants.

3. The granting of the Motion is not contrary to the public interest between private parties, and the public interest is served when extortion, harassment, defamation, nuisance,

interference, trespassing, stalking, intimidation, and the other unlawful conduct set forth in the Verified Complaint is prevented.

4. Plaintiffs are substantially likely to prevail on the merits of their claims against co-Defendants, including claims for Utah RICO violations, defamation per se, civil stalking, trespass, civil conspiracy, tortious interference with economic relations, intentional infliction of emotional distress, injurious falsehood, trade disparagement, false light and nuisance. This case also presents serious issues of law and fact supporting the entry of this Temporary Restraining Order.

5. Plaintiffs are entitled to entry of this Temporary Restraining Order and co-Defendants (including DOES 1-15), their affiliates, co-conspirators, employees, contractors, agents and representatives, and anyone acting in concert with them, directly or indirectly, in person, remotely or online, are immediately restrained from:

a. Making, transmitting, soliciting, encouraging or facilitating death, bomb or other threats of physical harm, property destruction or otherwise against Plaintiffs, their franchisees, employees, officers, owners, customers, vendors or family members;

b. Publishing or encouraging others to publish home addresses, personal phone numbers, personal email addresses, family information or other doxxing information of any kind regarding Plaintiffs' personnel, franchisees, owners or employees;

c. Entering, remaining at, filming, blocking access to or approaching within a defined distance (not less than 1,000 yards) Plaintiffs' stores, offices, warehouses, franchise locations, parking areas, employee homes or franchisee homes after

notice, except through counsel, lawful service of process or court-approved activity;

d. Impersonating Plaintiffs, any franchisee, law enforcement, a court officer, a delivery service, a customer, a government entity or any other third party to obtain signatures, access, statements, employee information, customer information or business disruption;

e. Touching, altering, covering, defacing or placing signage or any other form of communication (i.e., electronic, social media, etc.) affecting Plaintiffs' property, including signs falsely stating or implying that Plaintiffs stole from elderly persons, stole life savings, lost in court or closed to avoid paying a judgment;

f. Blocking, deterring or interfering with customers, employees, vendors or delivery personnel doing business with Plaintiffs in any way, including entering or leaving any of Plaintiffs' locations;

g. Soliciting Plaintiffs' employees, franchisees or contractors to act as "undercover agents", leak confidential information, record inside stores without authorization, obtain phone numbers or private information, create or participate in staged confrontations or otherwise engage in any deceptive activity relating to Plaintiffs and their business and personal interests;

h. Using fabricated, deceptive or misrepresented "contracts", "raffles", "lotteries", "court papers", "awards", or other programs, instruments, recordings or documents to deceive, manufacture evidence or create staged confrontations, deter personnel from calling police or manufacture claims of criminal or other

misconduct;

i. Destroying, deleting, altering or failing to preserve videos, raw footage, outtakes, communications, texts, emails, Discord/Patreon posts, YouTube comments, analytics, phone records, call logs, police communications and documents relating to Bricks & Minifigs, the LEGO collection dispute, threats and the creation/promotion of the videos;

j. Creating, posting, publishing and disseminating (or any republication thereof) any false, misleading, harassing, interfering, defamatory or unlawful images or content, respecting Plaintiffs; and

k. Maintaining the current Publications (as such term is defined in the Verified Complaint) and any other video, audio or other form of publication posted on any online streaming platform by Co-Defendants, directly or indirectly, and requiring that the Publications and any such other communications published by co-Defendants be immediately removed and/or taken down from any online streaming platform or otherwise published that in any way relate to the private legal dispute underlying this matter between Bryan and Chrystal and the assertions of wrongdoing as described in this Verified Complaint.

6. Pursuant to Utah R. Civ. P. 65A(d), Plaintiffs shall not be required to pay as security a bond at this time, because no security is required for the issuance of an injunction if "it appears that none of the parties will incur or suffer costs, attorney fees or damage as the result of any wrongful order or injunction" and because co-Defendants will suffer no legitimate harm from being restrained by the granting of the Motion entry of this Temporary Restraining Order.

7. An evidentiary hearing on Plaintiffs' Motion for preliminary injunction will be held at __:___ __:m on ____, ___, 2026, at the Fourth District Courthouse located at 137 N Freedom Blvd, Suite 100, Provo, UT, 84601.

8. This Order remains in effect until such time as the Court enters its ruling on Plaintiffs' Motion for Preliminary Injunction.

END OF ORDER

****Executed and entered by the Court as indicated by the seal at the top of the first page****

EXHIBIT J

Order Granting Joint Motion for Preliminary Injunction, No. 2-26-cv-00593 (D. Utah July 7, 2026)

UNITED STATES DISTRICT COURT
DISTRICT OF UTAH

BAM FRANCHISING, INC., AMMON MCNEFF, MATTHEW MCNEFF, JOSH JOHNSON, BRANDON BEST, BAKER BRICKS, LLC, dba SALEM-BAKER BRICKS, INC., Plaintiffs, v. BENJAMIN PAUL SCHNEIDER, RECKLESS BEN LLC, BRYAN MANSELL, and VICTOR NGUYEN, Defendants.	**ORDER GRANTING [11] JOINT MOTION FOR PRELIMINARY INJUNCTION** Case No. 2:26-cv-00593-DBB-CMR District Judge David Barlow

Based on the Parties' Joint Motion for Modification of Temporary Restraining Order and Entry of Preliminary Injunction (the "Motion")[1], and for good cause shown, the Court hereby grants the Parties' Motion and modifies the Temporary Restraining Order previously entered in Fourth District Court for the State of Utah and enters the following Preliminary Injunction:

Plaintiffs allege they are suffering and will continue to suffer immediate and irreparable injury before this action can be fully heard, as set forth in the Verified Complaint and Motion for Temporary Restraining Order. Defendants dispute these allegations, intend to assert counterclaims against Plaintiffs, and contest Plaintiffs' entitlement to any relief, including, but not limited to, a permanent injunction. Plaintiffs likewise dispute Defendants' counterclaims.

[1] Joint Motion Preliminary Injunction, ECF No. 11, filed June 30, 2026.

Despite these differences, the Parties have agreed to mediate this case, and in light of this, the Court enters the following Preliminary Injunction:

1. Defendants agree that they, their affiliates, employees, contractors, agents and representatives, and anyone acting in concert with them, directly or indirectly, in person, remotely or online, are immediately restrained from:
    a. Making, transmitting, soliciting, encouraging, and/or facilitating death threats, bomb threats or other threats of physical violence and/or knowingly and intentionally engaging in property destruction, stalking, trespass, interference, extortion, personal injury or property damage against Plaintiffs, their independent franchisees, employees, officers, owners, customers, attorneys, vendors or family members;
    b. Publishing or encouraging others to publish personal addresses, personal phone numbers, personal email addresses, family information or other doxxing information of any kind regarding Plaintiffs' personnel, franchisees, owners or employees;
    c. Entering, remaining at, filming, blocking access to, or approaching within a defined distance (not less than 100 yards) Plaintiffs' or their franchisees' stores, offices, warehouses, franchise locations, parking areas, employee homes or franchisee homes hereafter, except through counsel, lawful service of process or court-approved activity;
    d. Impersonating Plaintiffs, any franchisee, law enforcement, a court officer, a delivery service, a customer, a government entity, employee or any other third party to obtain signatures, access, statements, employee information, audio/video recordings, customer information and/or to effectuate an interference or business disruption;

e. Touching, altering, covering, defacing or placing signage or any other form of communication affecting Plaintiffs' or their franchisees' physical property;

f. Physically blocking, deterring or interfering with customers, employees, vendors or delivery personnel doing business with Plaintiffs or their franchisees in any way, including entering or leaving any such locations; and

g. Soliciting Plaintiffs' employees, franchisees or contractors to leak confidential information, record inside stores without authorization, obtain phone numbers or private information, or create or participate in staged confrontations.

2. Subject to the foregoing, nothing in this order shall prohibit Defendants from discussing Plaintiffs, commenting on this litigation, publishing court filings, engaging in investigative journalism, expressing opinions, criticism, satire, and/or commentary, through any lawful means or methods they choose, including, but not limited to, YouTube, Tik Tok, Instagram, and podcasts, and/or other internet, television, radio, and social media platforms.

3. Pursuant to Fed. R. Civ. P. 65(c), Plaintiffs shall not be required to pay as security a bond at this time.

4. The preliminary injunction will remain in effect until further order of the Court.

5. Nothing in the Preliminary Injunction shall be construed as a waiver of any Party's defenses and right to pursue past, present and future claims and damages against any other Party.

Signed July 6, 2026.

BY THE COURT



David Barlow
United States District Judge