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Attorneys for Plaintiffs

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

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

Plaintiffs,

vs.

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

Defendants.

VERIFIED COMPLAINT

(Tier 3)

Case No.:

Judge:

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

(“**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 YouTube, 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.

11. Upon information and belief, Bryan resides in Salem, Oregon and conspired with co-Defendants to participate in the misconduct described herein, thereby injuring and damaging Plaintiffs in Utah County, Utah (including through text, email and telephonic communications and in the Publications) and other locations throughout the United States.

12. Upon information and belief, Victor is one of several individuals (i.e., among DOES 1-15), who resides in or around Los Angeles, California (at 1618 W 35th Place Los Angeles, CA 90018) and is part of the Schneider Group, who conspired with co-Defendants to participate in the misconduct described herein, thereby injuring and damaging Plaintiffs in Utah County, Utah and other locations throughout the United States.

13. DOES 1-15 are as yet unidentified co-defendants who conspired with, aided/abetted and/or participated in the misconduct alleged herein, who will be named upon discovery.

14. The Court has jurisdiction over the subject matter of this action pursuant to Utah Code § 78A-5-102.

15. Venue is proper in this Court pursuant to Utah Code § 78B-3a-201.

General Allegations

16. BAM is the corporate franchisor of a national “Bricks & Minifigs” franchise system, which grants private franchises to independent and authorized operators of retail stores throughout the United States specializing in the purchase, sale and trade of LEGO® products, including new, used and collectible sets and minifigures.

17. Ammon and Matthew are owners, executive officers and principals of BAM, with Ammon serving as Chief Executive Officer. The McNeffs, with other owners, have invested

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

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

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

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

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

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

Section 8.2 mandates that

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

23. Section 8 C of the FA confirmed that to preserve the BAM brand that Chrystal, Benjamin and Salem LLC agreed to only purchase products from BAM, in pertinent part:

C. Services, Products and Vendors.

You acknowledge and agree that the reputation and goodwill of Bricks & Minifigs® stores are based on, and can be maintained only by providing a high quality, courteous, safe and fun experience. Therefore, you agree that your Store will use and/or offer only services, products and merchandise, as set forth in the Operations Manual or as otherwise approved by us and as may be periodically modified by us in our sole discretion

Franchise further acknowledges that we have spent considerable time and effort in developing the Products, Services, processes, methods and technology used in the operation of a Bricks & Minifigs® Business. Accordingly, Franchisee acknowledges that Franchisee is required to sell and use only approved Products, supplies, vendors and suppliers that include, but is not limited to: new and used LEGO® building bricks, LEGO® mini figures and accessories, new LEGO® play sets, pre-approved non-LEGO® branded and LEGO® compatible products apparel, LEGO® event and/or season specific merchandise, promotional and advertising materials in addition to supplies (such as packaging materials) for the operation of the Store. Franchisee is prohibited from selling any non-LEGO® branded products or LEGO® compatible branded products not approved by us. Franchisor will provide Franchisee with a list of all pre-approved non-LEGO® branded and LEGO® compatible products that Franchisee is authorized to offer and sell in its Store. Franchisee agrees that we may periodically and upon written notice, add to, modify or change such approved products, supplies, vendors and suppliers. Franchisee agrees to promptly accept and implement, in the operation of the Store, all such additions, modifications and changes at Franchisees expense. In addition, Franchisee acknowledges that:

1. To insure the consistent high quality and uniformity of Products and Services provided by Bricks & Minifigs® franchised businesses, Franchisee must purchase Products, supplies, POS systems, computers, software, cash registers, camera and security systems, marketing and advertising materials for use in the operation of a Bricks & Minifigs®, from Franchisor, its affiliates or approved vendors who demonstrate to Franchisor's continuing satisfaction an ability to meet Franchisor's standards and specifications. The exception to the above is that because of the nature of the re-sale industry, most all Products that need to be purchased for the Store will be from various sources and Franchisee is responsible for identifying such sources, however Franchisor may make arrangements with vendors for certain Products at negotiated costs that would ultimately benefit the entire System. Franchisor is not liable to Franchisee for any loss or damage, or deemed to be in breach of this Agreement, if Franchisor, or its affiliates or approved vendors

24. To be clear, APA Section 1 (emphasis added) provided that while select “consignment services” may be permitted, such were limited expressly to those “approved by [BAM]”. APA Section 18 A mandates “all modifications to this Agreement must be in writing signed by both Parties” and Section 18 K directs (emphasis added):

Whenever this Agreement requires the approval or consent of either party, the other party shall make written request therefor, and this approval or consent shall be obtained in writing.

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.

34. Regarding the arrangement and storage, Bryan has described the arrangement as follows:

When [Eric Mansell] decided it was time to divest, he turned to his son, Bryan Mansell. Bryan knows more about his father's comic book and baseball card collection but didn't feel confident in his knowledge of the LEGO® secondary market. He saw the sign for the Bricks and Minifigs store while passing by on North River Road, came in, and asked the store owner, Chrystal Law, if she could help. “[Chrystal] told him, even if we couldn’t sell the collection, I would help him figure out how much it was worth because I didn't want him to get ripped off. And I think that’s why he trusted me,” Law said. The entire collection will be sold through Law’s store, but first they wanted to put it all on display so the public can see it in its entirety.

The collection will be on display in the store’s party room from 10 am till 6 pm on Saturday, November 11th, and 11 am till 6 pm on Sunday. The collection will be available for sale immediately, so the best time for pictures will be Saturday morning. The collection will not be stored on-site after hours for security reasons, and after Sunday the sets will be available for purchase but stored elsewhere. Bricks and Minifigs is located at 3670 River Road in Kaiser.

See Informal Transcript of 4/16/25 “Collecting Weekly” YouTube Video entitled “Help a Fellow Collector!! Bricks & Minifigs Keizer / On Your Bumper” at minute 44-45, which is referenced but not shown by Schneider in his 5/21/26 YouTube Video (defined below as included in Publications) and posted on Facebook by Chrystal at Salem LLC. Notably, Chrystal confirmed that the collection was not to be stored at the Salem LLC store.

35. Upon information and belief, Bryan and/or Chrystal initially valued the alleged consignment collection in the range of \$80,000, which was later reduced by its cost value of \$30,000 or less, to \$60,000.

36. As noted above, the proposed “consignment” arrangement, which was not expressly approved by BAM, is not permitted under BAM franchise standards, and this private arrangement was entered into solely by Bryan and Chrystal in an unauthorized capacity, and not on behalf of BAM or Baker Salem, which had no knowledge of or involvement regarding such.

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 Chrystal 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

not identify any LEGO sets on his purported list, he accused Josh of lying and was told to leave. He left in anger.

50. Bryan's purported inventory list, which he later provided Josh and Brandon in or after May 2025, was problematic in that it was not complete and did not have value data for every listed item.

51. Brandon briefly investigated whether any consignment product might exist in boxes in the back or elsewhere in the store and concluded none existed, as confirmed by two staff personnel, who had previously worked for Chrystal.

52. Bryan returned later that evening (after closing) with the police and accused Josh and Brandon of theft, which they denied. Josh and Brandon informed the police that BAM had recently repossessed the store and that they were unaware of and not parties to any consignment agreement, and did not knowingly possess any of his alleged property.

53. When Bryan became belligerent, he was escorted off the premises by the police officer, who concluded this was a private civil matter and Bryan had insufficient evidence of ownership.

54. Thereafter and for a period of months, Bryan, directly and indirectly, harassed Josh and Brandon and the personnel at Baker Salem, made threats of physical injury to their employees (including an in person death threat to the store manager), lodged police complaints, posted negative reviews and incited others to negatively post online comments, contacted a podcast (which later led to Schneider's involvement), etc. Josh and Brandon reported these incidents to the police, who cautioned care, but did not charge Bryan for unknown reasons.

55. Upon information and belief, Bryan attempted to obtain payment from Salem LLC, Chrystal and Benjamin, but such were unsuccessful, as Chrystal claimed she had no money to pay him for sales of any allegedly consigned product.

56. Many months later in the fall of 2025, and only after Baker Salem had entered its 3/27/25 *Business and Asset Purchase Agreement*, Brandon gained access to Salem LLC's archived and incomplete POS accounting system, which he discovered identified Star Wars "lot sets" from Star Wars regular "lots" inventory sales. This inventory sale distinction was unclear to Brandon and Josh, and Chrystal had never explained the significance, if any, to anyone, but Brandon much later in 2026 discovered that approximately 367 purchases of lot sets (for an estimated retail value of \$46,000) and 336 purchase of lots (for an estimated retail value of \$12,600) had occurred after 2023. He still could not, however, confirm the specific products sold (and whether they had been consigned or not). A copy of this informal audit and recent discovery, including the purported inventory list provided by Bryan in or after May of 2025, is attached as **Exhibit B**.

57. Upon information and belief, as illustrated in **Exhibit B**, Josh and/or Brandon's informal audit and recent discovery show that Star Wars products similar to those same sets allegedly consigned by Bryan were virtually all sold prior to December 2024, by Chrystal or Salem LLC, suggesting very few of the alleged consigned product existed thereafter, as Chrystal had sold virtually all of it. To the extent she effectuated such sales, it appears she may not have compensated Bryan for such or provided him with any accounting giving rise to their private legal dispute.

Conspiracy and Formation of "Enterprise" to Engage in Unlawful Activities.

58. Upon information and belief, though they had no legitimate legal recourse or evidence upon which to file a claim, Chrystal, Benjamin and Bryan conspired to, *inter alia*, threaten, intimidate, extort and defraud Plaintiffs anyway possible, as detailed herein, including the formation of an Enterprise to engage in wrongful activities.

59. As an initial step, Salem LLC caused a 12/24/24 legal demand letter to be sent to BAM, variously alleging it had been damaged based on the termination of its FA, which was a private business matter between Chrystal and Salem LLC. On 1/10/25, BAM responded, denying the allegations and providing support for its termination. Neither Salem LLC, nor Chrystal or Benjamin, thereafter pursued any claim in the letter further with BAM until 1/2/26, when a separate legal demand letter was sent, as discussed *infra*.

60. Instead, upon information and belief and in furtherance of such threats, Chrystal, Benjamin and/or Bryan learned of Schneider and communicated with him, whereby they provided information regarding their unsupported claims against Baker Salem and/or BAM, ignoring and excluding Salem LLC and/or Chrystal's sole obligation regarding any private consignment agreement with Bryan. In connection therewith, they, together with others (i.e., DOES 1-15) conspired to intentionally, maliciously, fraudulently and illegally threaten, extort, harass, profiteer, interfere with and damage Plaintiffs in furtherance of the Enterprise, including based on the unlawful activities described herein.

61. Upon information and belief, Schneider and the Schneider Group acquired a direct or indirect financial interest in Bryan, Chrystal, Benjamin and/or Salem LLC's unsupported claims against Plaintiffs, whereby co-Defendants (with Bryan, Chrystal, Benjamin and/or Salem LLC's assistance and support) organized and established the Enterprise that would launch a campaign of deception, disinformation and destruction intended to cause Plaintiffs

injury and damage, to extort a demand of over \$200,000, to deceive and manipulate Plaintiffs, to interfere with Plaintiffs economic and family relations, to harass Plaintiffs, to cause private and public nuisances, to trespass and to otherwise engage in a pattern of unlawful activities, as described herein.

62. Upon information and belief, through the foregoing Enterprise, Schneider and the Schneider Group acquired not only a direct interest in the unsupported private claims, but also an indirect interest in compensation from paid online streaming platforms through which they could publish content they created and disseminated such profit. For example, Schneider earns compensation from online streaming platforms, such as YouTube, Patreon, etc., through paid subscriptions and/or by other revenue sharing agreements or compensation models.

63. Upon information and belief, Schneider and the Schneider Group have to date received substantial compensation as a result of the unlawful operations of the foregoing Enterprise.

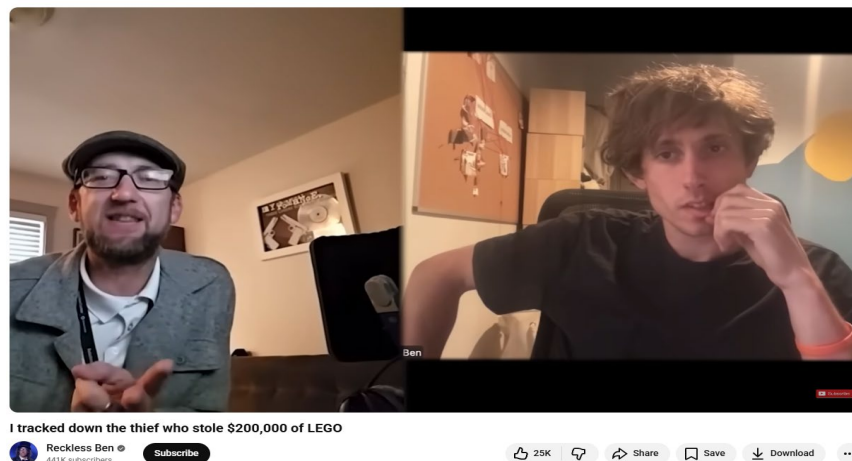
Co-Defendants Engage in Multiple Episodes of Unlawful Activities Per the Enterprise.

64. Commencing after Baker Salem began operations as a new franchisee and continuing to date, Schneider and the Schneider Group (with the support of Bryan and Chrystal) waged a malicious and intentional campaign of extortion and destruction through independent episodes of unlawful activities against Plaintiffs. Such included periodic harassment through phone calls, numerous disruptive store or office visits, repeated instances of trespass, deceptively staged events (i.e., disingenuous coronation, rally, raffle, store front table promotion, a fictitious Lego Club rally, manufactured and frivolous complaints to police, private and public nuisances, threatening phone calls, numerous deceptive live and telephonic impersonations, in person and

remote threats (and via proxies), frivolous sham lawsuits (splitting claims in multiple ineffective small claims actions), etc.), issuing the Publications of defamatory and disparaging images and content, all in furtherance of the Enterprise.

65. In a YouTube video, with the false and defamatory byline “**I tracked down the thief who stole \$200,000 of Lego**” posted on 5/21/26, with over 1,314,000 views to date, the following representative images and content evidence aspects of the co-Defendants’ foregoing conspiracy, and intention, with Bryan (glasses) and Schneider (black T shirt) admitting, “**we have to do something illegal**”:

5/21/26 YouTube Video, Minute 3:00



5/21/26 YouTube Video, Minute 16:12



5/21/26 YouTube Video, Minute 26:08



I tracked down the thief who stole \$200,000 of LEGO

66. Upon information and belief and despite no legal right to do so, co-Defendants, led by Schneider and Bryan, conspired to engage in a pattern of staged and independent actions or events, *inter alia*, to harass, intimidate, interfere with, disparage, defame, extort, misrepresent, falsely portray and damage Josh and Brandon, as well as their business Baker Salem, BAM and other franchisees of BAM in a variety of ways. Evidence of co-Defendants' ongoing conspiracy and illegal actions and/or misconduct are depicted in the following video "**Publications**":

- a. 5/21/26 YouTube Video ("**5/21/26 YouTube Video**" or "**Part 1 Video**"), titled "**I tracked down the thief who stole \$200,000 of LEGO**", found at the following link: <https://www.youtube.com/watch?v=wscQpkcwgNU>. A downloaded and viewable copy of the video is provided to Court, along with an informal transcript of the statements contained therein, as **Exhibit C**;¹
- b. 5/21/26 Patreon Video ("**5/21/26 Patreon Video**" or "**Part 2 Video**"), titled "Lego Video Part 2", found at the following link:

¹ In addition to these Publications, thereafter, Schneider published and continued to publish several additional YouTube and Patreon videos.

https://www.patreon.com/posts/lego-video-part-158834706?utm_medium=clipboard_copy&utm_source=copyLink&utm_campaign=postshare_fan&utm_content=web_share, accessible exclusively through Reckless Ben’s subscription-only Patreon channel. A downloaded and viewable copy of the video was obtained and attached for the Court’s record and convenience, along with an informal transcript of the statements contained therein, as **Exhibit D**;

- c. 5/21/26 YouTube Podcast Video (“**5/21/26 YouTube Podcast**”), titled “**I Got Arrested Investigating a LEGO Store**”, found at the following link: https://www.youtube.com/watch?v=NbrAtL7v_Vs. A downloaded and viewable copy of the video is provided to Court, along with an informal transcript of the statements contained therein, as **Exhibit E**;
- d. 5/23/26 YouTube Response video (“**5/23/26 YouTube Response**”), titled “**Bricks and Minifigs responded to my video**”, found at the following link: <https://www.youtube.com/watch?v=bWg2bnAqW6k&t=80s>. A downloaded and viewable copy of the video is provided to Court, along with an informal transcript of the statements therein, as **Exhibit F**; and
- e. Any and all other videos, posts, podcasts, social media content, or other publications by Bryan, Schneider, the Schneider Group, or any of their agents, whether already posted as of the date hereof or posted in the future, that relate to, reference, or concern McNeffs, Josh, Brandon, Baker Salem, BAM or any BAM franchisees, whether or not specifically identified herein (collectively, these with items (a) through (d) above, are referred to as the “**Publications**”).

67. As evidenced in the 5/21/26 YouTube Video and Publications, beginning in early 2025 and continuing to the date hereof (i.e., over a substantial period of time) and with the direct and indirect support and encouragement of Bryan, Chrystal and Benjamin, Schneider and the Schneider Group began targeting the Baker Salem store, and BAM, to unlawfully shake them down and extort monies demanded. These targeted activities were directed at Plaintiffs and included, *inter alia*, the following reported distinct actions, as evidenced in the Publications: appearing in person and confronting/harassing staff; encouraging third parties to harass employees; facilitating threats toward staff; obtaining signatures under false pretenses; deceptively distributing counterfeit “raffle” gift certificates and attempting to collect; repeatedly trespassing; staging protests; defacing property; defaming and disparaging Plaintiffs; threatening destruction, injury and damage to Plaintiffs; and issuing and circulating dozens to hundreds of fraudulent certificates; placing Plaintiffs in a false light; publishing defamatory statements, among other episodes of unlawful activity, as detailed, in part, below.

68. Following the 5/21/26 initial video in the Publications and on 5/21/26, BAM responded by posting “A NOTE TO OUR COMMUNITY ABOUT THE BRICKS & MINIFIGS® SALEM, OR STORE”, attached as **Exhibit G**, clarifying that the underlying dispute related to a “private consignment arrangement allegedly made at the former [Salem LLC] store”, debunking the entire premise of the unlawful and extortionistic Enterprise.

69. Two days later and on 5/23/26, Schneider released a 5/23/26 YouTube Response, in which he recklessly dismissed BAM’s clarification regarding the private consignment arrangement and doubled down on his false narrative, stating: “There’s no reason for these Legos to be in their store, they didn’t pay for them.” *See* 5/23/26 YouTube Response, Minute 3:58. This statement demonstrates Schneider’s willful disregard for the legal realities explained in

BAM's response, namely, that BAM acquired the store's assets as a *bona fide* purchaser without notice of the unauthorized private arrangement, and his intent to further mislead his audience and to incite continued harassment against Plaintiffs in furtherance of the Enterprise.

Extortion, Harassment, and Threats of Violence, Part 1.

70. Representative images and content evidencing Schneider and Schneider Group confronting and harassing Baker's staff and employees are set forth below:

5/21/26 YouTube Video, Minute 12:46 through 14:46 (Schneider attempted extortion and directly threatened Ammon by stating that, **"if you just want to give it back now, it's going to be a lot easier for you guys. You know, I think you guys would prefer the easy way" or "the hard way. I don't think you guys are really going to like it"**. An implied depiction of the threatened violence associated with the **"hard way"** is an explosion at BAM's corporate headquarters).



5/21/26 YouTube Video, Minute 18:22 (Victor and a member of Schneider Group, each acting individually and as agents of Schneider, pretending to be a celebrity and a member of a fake "LEGO Club" in order to trick an employee into unlawfully disclosing Josh's contact and

other information to further harass and interfere with Baker Salem, Brandon and Josh's business).



I tracked down the thief who stole \$200,000 of LEGO

5/21/26 YouTube Video, Minute 1:17:52 (impersonating Guinness World Records' personnel and delivering a disparaging, misleading and fake award **"for most Legos stolen"**).



I tracked down the thief who stole \$200,000 of LEGO

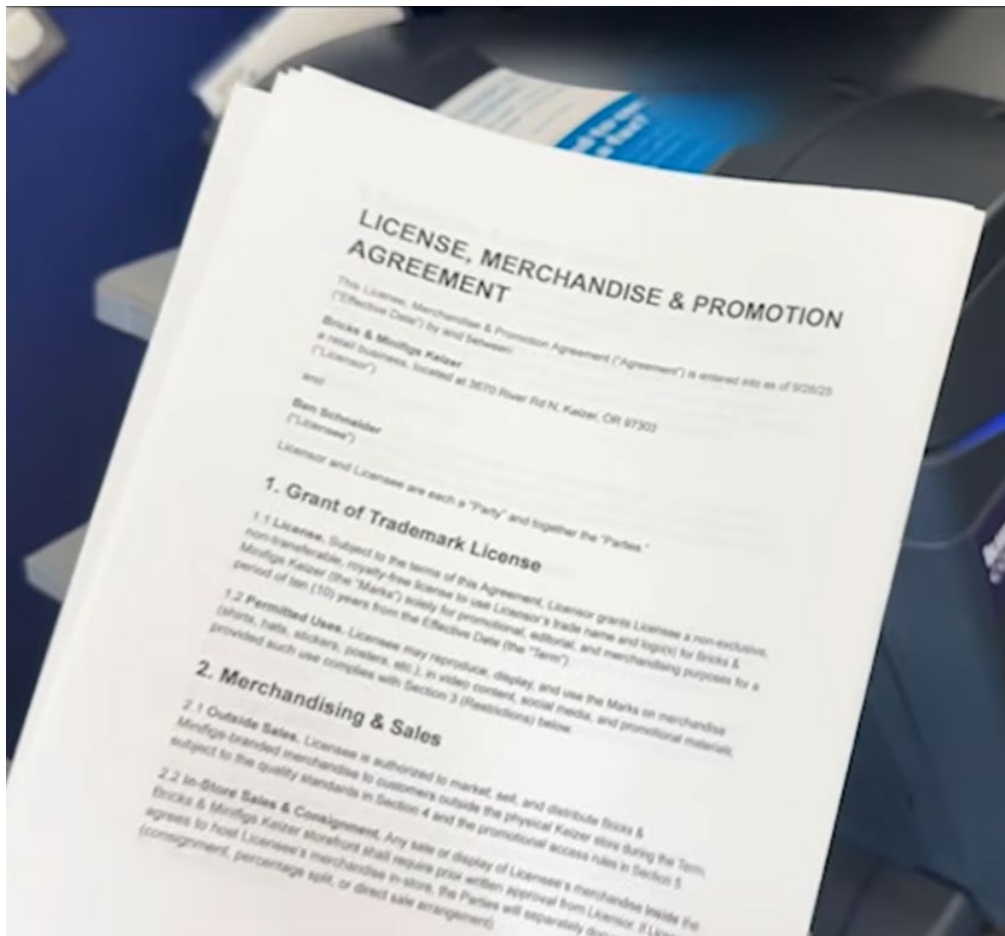
Fraud, Deceit, Impersonation and Forgery Through False Document Scheme.

71. Upon information and belief, Schneider admitted disguising a document as a delivery signature, then claiming it is a "get out of jail free card" and that an employee owes

\$5,000 each time she calls police. Upon information and belief, the document was obtained by deception and was not knowingly signed as a contract and is unenforceable. The signature requests made under false pretense echo the fraudulently obtained signatures on fictitious “contract” documents previously used in Salem, suggesting an intent to fabricate legal claims or evidence for extortion and harassment purposes. Representative images and contents evidencing the foregoing are set forth below.

5/21/26 YouTube Video, Minute 1:02:25 through 1:05:18 (Schneider and a DOE member of the Schneider Group drafted a *License, Merchandise & Promotion Agreement* with an “Absolute Non-Trespass Covenant” (Clause 6), then fraudulently obtained a Baker Salem store manager’s signature by posing as federal government employee / USPS or UPS delivery personnel. Schneider later unlawfully threatened and demanded payment of \$40,000 for alleged violations of the forged agreement, accompanied by threats.)





thief who stole \$200,000 of LEGO

6. Absolute Non-Trespass Covenant

Licensor irrevocably agrees that, for a period of ten (10) years from the Effective Date, Licensee, Ben Schneider, shall not be trespassed, banned, excluded, removed, denied entry, or otherwise restricted from accessing or remaining at the Bricks & Minifigs Keizer store location under **any circumstances whatsoever and for literally any reason**, whether known or unknown, anticipated or unanticipated, justified or unjustified, including but not limited to discretionary decisions, business interests, personal preferences, alleged conduct, or any claim of policy violation.

Licensor expressly and permanently waives any and all rights, whether arising under statute, common law, property rights, or otherwise, to issue, request, enforce, or assist in any trespass warning, exclusion order, or removal action against Licensee during this period.

This covenant shall apply regardless of any alleged breach of this Agreement, and shall survive termination, expiration, or invalidation of any other provision herein. No employee, agent, contractor, franchise representative, or affiliated party of Licensor shall have authority to override or circumvent this provision for any reason.

Any attempt, direct or indirect, to remove, trespass, or interfere with Licensee's presence—including but not limited to contacting or involving law enforcement—shall constitute a willful and material breach of this Agreement and shall trigger immediate liability for damages.

7. Dispute Resolution

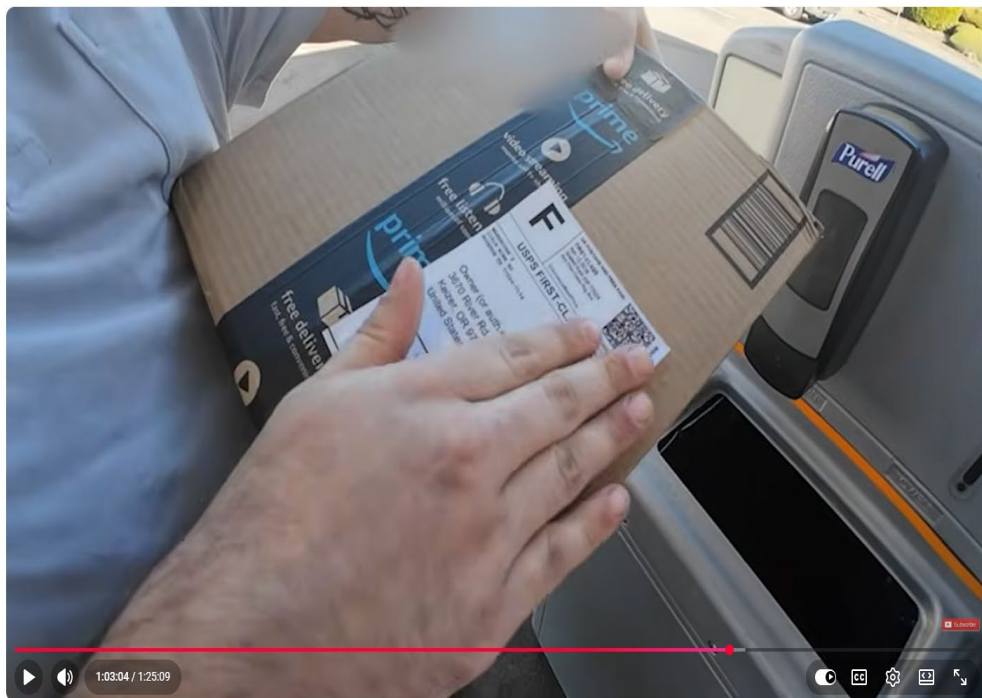
the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



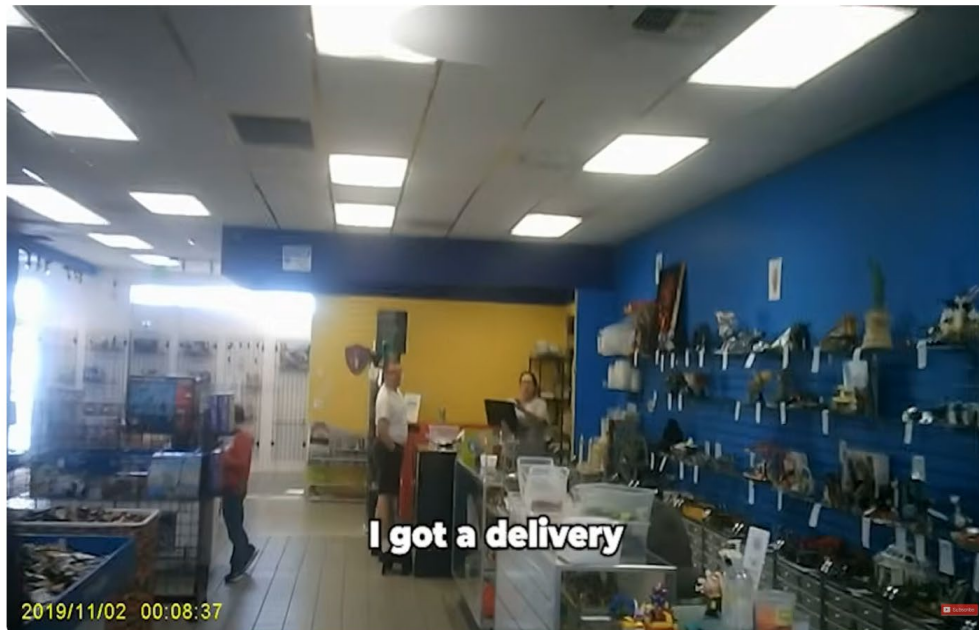
I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



Transcript X

Search transcript

1:03:08 Hi. Sorry, I got a delivery. Can I get a signature?

1:03:12 For some reason, Amanda just started signing our contract without even reading it. Thank you so much. You're welcome.

1:03:18 In America, we have a duty-free contract law, which states that you have to read a contract before you sign it. And if you forget to read it or you just choose

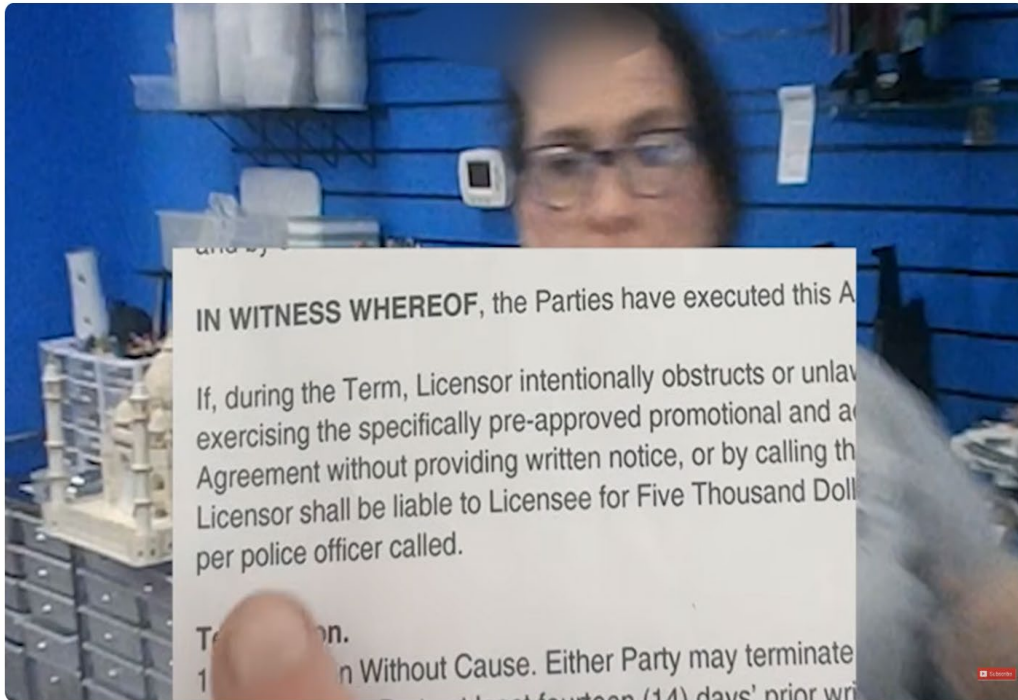
1:03:26 not to read it, it's your fault and you still have to do everything the contract says. So, even though Amanda didn't read it, she signed it. So, she has to follow

1:03:34 everything, including a clause that says, "For every police officer she calls on me, she owes me \$5,000 in

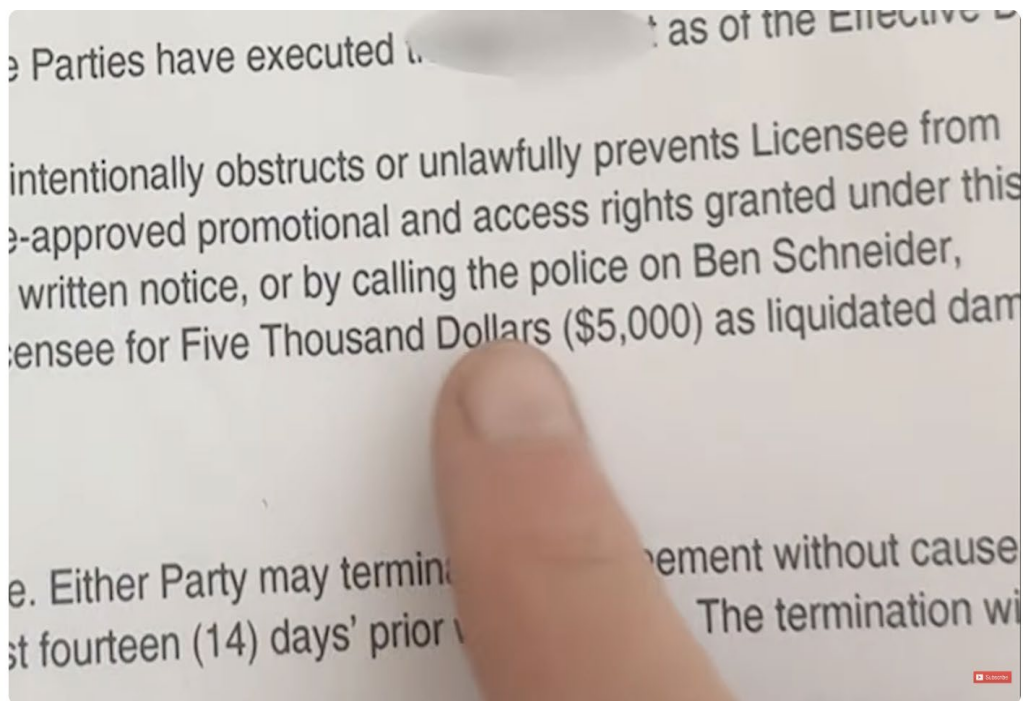
1:03:41 liquidated damages." So, let's fast forward and see how much Amanda owes me.

1:03:45 We got 5,000. Keep going. 10,000 15,000 20,000 25,000 30,000 35,000

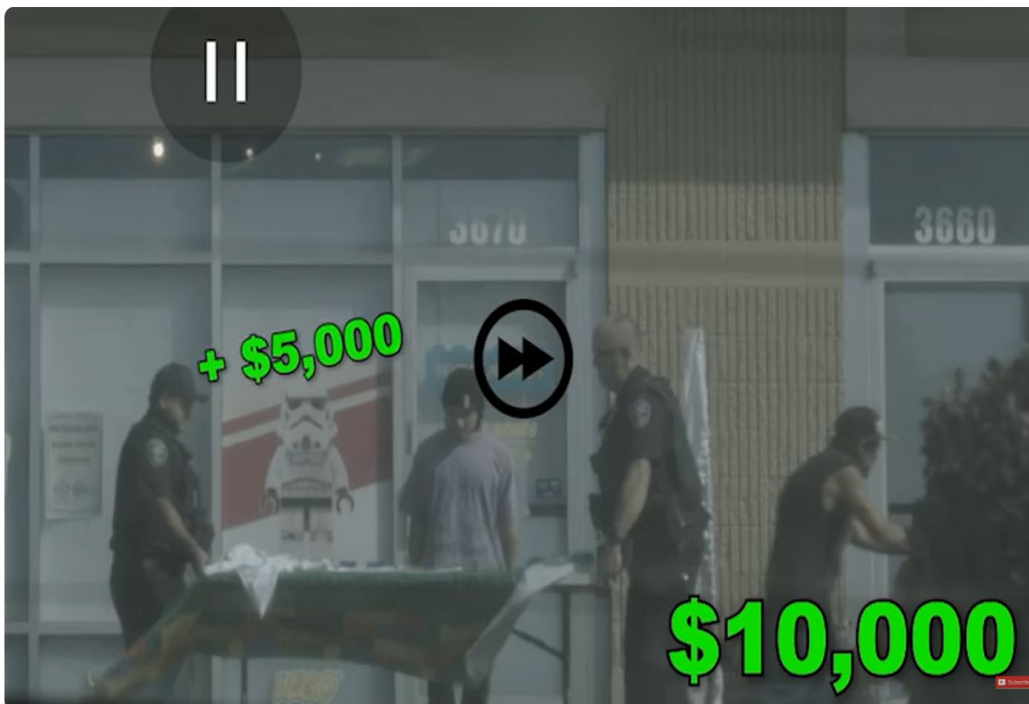
I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



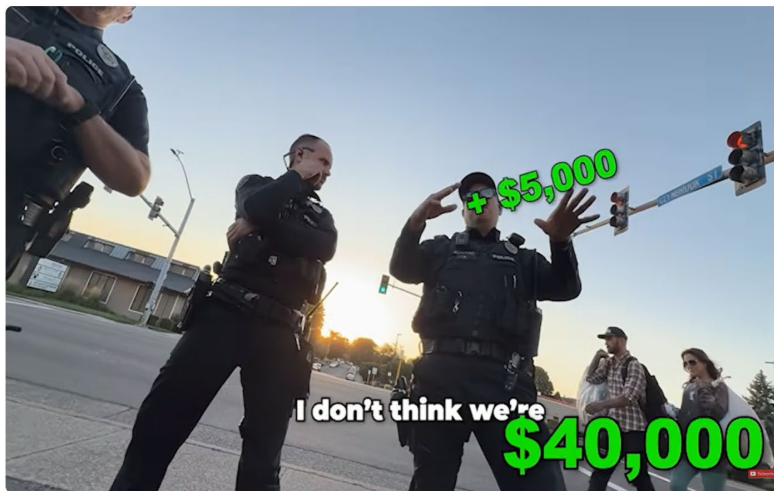
I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO

Transcript

Search transcript

forward and see how much Amanda owes me.

1:03:45 We got 5,000. Keep going. 10,000 15,000 20,000 25,000 30,000 35,000 \$40,000.

1:03:55 Okay, I think that's all the times Amanda called the police on me. But if I'm going to be honest, even though Amanda has been helping cover up this

1:04:02 giant theft, I still kind of feel bad for her that she owes us \$40,000.

1:04:06 [music]

1:04:07 I mean, that's a lot of money. So, I'm going to stop continuing to trick her, and I'm finally going to complain about the contract. Once Amanda sees the

1:04:15 agreement she's in, she'll finally realize it's not worth it to continue racking up this \$5,000 debt. Instead, a much easier option would be we team up

1:04:23 together to convince corporate to



I tracked down the thief who stole \$200,000 of LEGO

Transcript
X

Search transcript

You did say that I'm allowed to be here. You signed a document. You did?

1:04:42 I never once said you were allowed to be here. Well, then whose signature is this then? That is That is not my signature.

1:04:49 It's not? Why do you have anything to do with signatures here?

1:04:52 Cuz you signed this, right? No, I did not. Is that not your signature?

1:04:58 So, um, no, it's not. And I'd like to know how you guys got a signature that's even close to mine.

1:05:03 Well, it says every time you call the cops, you owe \$5,000 for like punitive damages. But so, we're just following the contract that you signed.

1:05:10 Now that Amanda knows she can't call the cops on me just for being here anymore, I decided to call Josh to update him on how making peace with Amanda is going.



I tracked down the thief who stole \$200,000 of LEGO

Transcript

Search transcript

1:04:52 Cuz you signed this, right? No, I did not. Is that not your signature?

1:04:58 So, um, no, it's not. And I'd like to know how you guys got a signature that's even close to mine.

1:05:03 Well, it says every time you call the cops, you owe \$5,000 for like punitive damages. But so, we're just following the contract that you signed.

1:05:10 Now that Amanda knows she can't call the cops on me just for being here anymore, I decided to call Josh to update him on how making peace with Amanda is going.

1:05:18 Hey, I just went back to try to apologize to Amanda and what Josh said next. I was not ready for

1:05:26 when we took over that store. There was nothing in that store. The shelves were empty.

1:05:33 Why you guys are taking the bags? Josh's story has now completely changed.

Fake (Unauthorized) Raffle.

72. In or about April 2025, members of Schneider's team set up a fictitious giveaway from the Salem store and falsely impersonated and claimed to be Baker Salem store staff members or affiliates to the public. This was reported and the Keizer Police Department investigated (Case No. KZP25-5441). A detailed incident log documenting the continuous disparagement and harassment campaign, including corresponding law enforcement case numbers, from April 2025 through May 2026 is attached as **Exhibit I**.

73. Representative image and content evidencing Schneider and Schneider Group distributing an unauthorized “raffle” tickets and associated a fake gift certificate is set forth below:

5/21/26 YouTube Video, Minute 39:39 (Schneider, Victor, and Schneider Group conducting an unauthorized “raffle” of purported Baker Salem merchandise).



I tracked down the thief who stole \$200,000 of LEGO

Defamation, Vandalism and Trespass, Part 1.

74. Separate actions by Schneider and the Schneider Group directly targeting the Baker Salem store, and indirectly BAM, included trespassing to deface and post defamatory signage (stating BAM stole a family’s life savings, was sued, lost and closed to avoid paying); affixing materials to windows; acts of vandalism and continued trespass (which Schneider allegedly later admitted); and distributing shirts, flyers and banners with false and misleading statements and disparaging BAM’s brand.

75. Representative images and content separately evidencing Schneider and Schneider Group’s furtherance of acts of defamation by allegedly creating an Oregon entity with

a name “**We Steal From Old People!**”, a website and an illegal logo for the admitted purpose of disparaging BAM are set forth below.

5/21/26 YouTube Video, Minute 27:16 (Schneider and Schneider Group created a logo for their alleged new entity with their “slogan” being “Bricks & Minifigs”).



See Exhibit H.



We Steal From Old People T-Shirt [Pre-Order]

76. Schneider also set up a booth outside a BAM franchisee store location in Salem, Oregon, and, by his own admission, impeded, stopped and redirected customers from entering the store, directly interfering with Plaintiffs' business operations and intimidating and scaring customers and compromising customer relationships.

77. Representative images and content separately evidencing Schneider and Schneider Group's acts of vandalism to, creation of a website entitled, westealfromoldpeople.com (selling disparaging merchandise), trespass upon and defacing of Baker Salem's property, using false, disparaging and defamatory statements are set forth below:

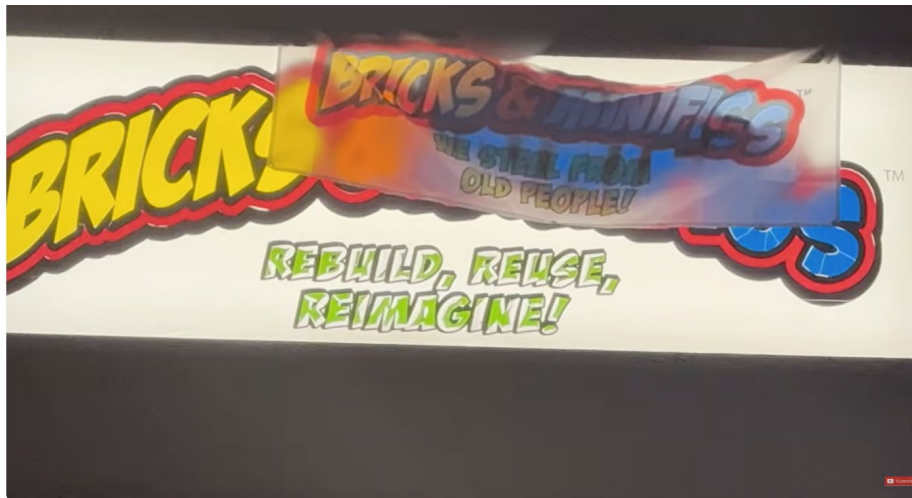
5/21/26 YouTube Video, Minute 30:04 through 31:29 (Member of Schneider Group trespassing and climbing ladder to the top of Baker store (wearing a LEGO yellow head covering) to illegally deface and hang a defamatory banner/sign, stating “**we steal from old people**”; separately Schneider is trespassing and tabling outside the Baker store to stop customers from entering the store by sharing false and misleading statements, depicting theft).



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5/21/26 YouTube Video, Minute 48:00 through 49:00 (Schneider and Schneider Group defacing Baker Salem store, further interfering with its customers, after redesigning signs affixed to the store to “make them way better”, i.e., changing “Buy” to “**Steal**”).



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I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO

78. On or about 3/6/26, Schneider, Bryan and the Schneider Group trespassed again and placed a defacing and fake sign on the Baker Salem store, which read, “**PERMANENTLY CLOSED. WE STOLE A FAMILY’S LIFE SAVINGS. THEY SUED. WE LOST.**” This vandalism was documented in a Facebook post on the Salem/Keizer Community Page, which includes photos of the sign and people (including Schneider) trespassing outside the store. Keizer Police Department investigated (Case No. KZP2402132) this incident.

79. Representative images and content evidence of Schneider and a DOE co-Defendant’s vandalism and trespass are set forth below:

5/21/26 YouTube Video, Minute 1:22:40 through 1:22:47.



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Obstruction of Justice.

80. While engaging in their ongoing trespass (multiple incidents recorded), Schneider and Schneider Group employed deceptive tactics to evade police investigation and to obstruct justice. Representative images and content evidencing Schneider and Schneider Group members' acts of deceptive tactics are set forth below:

5/21/26 YouTube Video, Minute 32:45 (upon police arrival at the scene, Schneider obstructed the investigation by directing a colleague, also named Ben, to wear identical clothing, to take Schneider's place, thereby evading identification by law enforcement and avoiding being arrested for trespass).



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Profiting off Counterfeit Merchandise.

81. During this time period and in an attempt to justify his deceptions, Schneider promoted his website and merchandise using the phrase: **“We Steal From Old People”**, thereby facilitating his false branding, interference, harassment and defamation of BAM and its franchise system (and franchisees) as elder-theft criminals. He promoted this website (<https://westealfromoldpeople.com/>) and merchandise to the Schneider Group and his YouTube followers, urging and inciting them to join and support a campaign harassment and disparagement against BAM and its franchisees. This conduct diluted Plaintiffs' brand and

commercially disparaged it and its franchisees. Representative screenshots and evidence of this campaign are attached as **Exhibit H**.

Rejected Settlement Proposal.

82. In late 2025 and based on co-Defendants' ongoing harassment, Brandon and Josh further investigated the Baker Salem store inventory, and though they still could not reliably identify any product that appeared to belong to Bryan, they located a few (approximately 20) Star Wars LEGO sets in a back office lockable cupboard, on which they noticed stickers not previously recognized. As a precaution only, but still without knowledge that Bryan in fact had any right thereto, they directed that such not be sold from Baker Salem's inventory and remain locked up pending completion of their ongoing investigation and receipt of reliable evidence of ownership and other conditions.

83. On or about 12/3/25, in a text exchange between Josh and Bryan (deceptively orchestrated by Schneider) and after sustaining incredible business disruption and harm, Josh discussed a possible settlement scenario under economic duress. Purely as an accommodation (and without any legal obligation to do so), Josh discussed a possible settlement scenario to allow Bryan to retrieve the few sets that had been provisionally identified as merely Star Wars related product in the back office (i.e., described above, though not necessarily belonging to Bryan), which as a precautionary matter, Josh had set aside pending receipt of ownership documentation from Bryan. Josh indicated a written apology and other concessions would need to be made and the harassment must stop. Bryan rejected this proposal outright and responded, "Unless you are going to make us whole on the whole Lego collection, I don't see where we have anything to discuss." This confirmed the Enterprise's interest. Referring to the sets he had identified, Josh replied, "We can give you what was left when [presumably Chrystal] left. We

can't and aren't responsible for what she sold the two years yall were working together. If you want what she left let me know." Bryan refused this offer. This exchange further evidenced Bryan's objectives were not about recovering a LEGO collection, but rather about extorting payment for the Enterprise beyond any legitimate claim.

Extortion, Harassment, and Threats of Violence, Part 2.

84. On or about 12/11/25, a member of Schneider Group admitted and/or revealed conspired unlawful actions to a BAM employee (i.e., Adam Brimhall) that they had already taken and regarding planned future harassment, extortion, interference and vandalization of BAM. This conversation was reported to the Provo Police Department (Case No. 25PR26279) by BAM. *See Exhibit I.*

85. In December 2025, Schneider and an associate entered and unlawfully remained at BAM's corporate offices in Utah and filmed without permission using concealed devices. They refused to leave when directed, effectively trespassing. BAM contacted the Provo Police Department, initiated a report and requested charges.

86. During this December 2025 encounter at BAM's corporate offices, Schneider demanded \$200,000 and stated that failure to pay would result in reputational harm and that matters would become "**very bad.**" BAM reported this attempted criminal and civil coercion and extortion to police authorities. This incident was incorporated as part of Provo Police Department Case No. 25PR26279, regarding which BAM understands an investigation remains ongoing.

87. Shortly after Schneider's December 2025 BAM corporate office incident, Chrystal initiated a second 1/2/26 legal demand letter through a new Utah counsel after waiting approximately 13 months, whereby she reasserted her previous unsupported 12/24/24 demand

letter claims. BAM responded and again denied all allegations and provided evidence to rebut such. Under the FA, BAM proposed a face-to-face meeting, which was held but unsuccessful in resolving the private dispute, in connection with which BAM proposed a full document exchange. Chrystal and her counsel refused to produce any further records, including a signed copy of the 11/22/23 *Consignment Agreement* and any inventory and payment records.

88. Upon information and belief, Chrystal informed Schneider of BAM's rejection of the face-to-face meeting and her renewed legal demand regarding the private civil matter. In the course of BAM and Chrystal's face-to-face meeting and as a veiled threat to BAM, Chrystal asserted that she and Benjamin could (and would) not stop Schneider's continued harassment and involvement as an alleged "documentarian." BAM specifically raised concerns Chrystal had improperly shared confidential information with Schneider and Bryan in the meeting.

89. Upon information and belief, though Chrystal relocated out of the country for approximately a year through early 2025, she still engaged indirectly in the Enterprise and in support of the unlawful activities described herein. The Keizer Police have informed BAM that she has returned to the United States and has been interviewed.

90. In a 2/5/26 call with BAM as part of an attempted dispute resolution, Chrystal and Benjamin threatened that if BAM did not pay their demand for \$300,000, **"they would not be able to control the 'documentarian' Schneider from releasing damaging (and doctored) videos harming the company."** This extortionistic threat directly evidenced their knowledge, conspiracy, aiding and abetting and coordination with Bryan and Schneider.

91. Thereafter, Schneider and the Schneider Group (and affiliates) also initiated a series of fake lawsuits not properly served against fictitious entities to create fake bases for them to deceptively claim they won a lawsuit in Schneider published YouTube content, which was

false and misleading, and in furtherance of the Enterprise. None involved BAM or Baker Salem legitimately.

92. On 3/8/26 (Sunday), Schneider and the Schneider Group deceptively dressed up and impersonated federal employees in fake USPS or UPS outfits and approached Josh's residence in American Fork, Utah. They delivered a package containing undisclosed, but humiliating, items and requested his signature on a device or form. Multiple vehicles were parked in front of the house with individuals filming the interaction. Josh considered this to be another trespass. Josh reported this incident to the police and American Fork Police Department responded (Case No. 26AF01974) by escorting the offending individuals from the property for trespassing. *See Exhibit I.*

93. Notwithstanding the police intervention at Josh's residence, Schneider thereafter began continuously calling Josh's phone number, further escalating the harassment and extortion attempts.

94. On 3/8/26 (Sunday) and one hour after harassing Josh, above, Schneider and the Schneider Group deceptively dressed up and impersonated federal employees in fake USPS or UPS outfits and delivered a package to Brandon's residence in Sandy, Utah, containing undisclosed, but humiliating, items and similarly requesting a signature. Upon information and belief, as stated in Schneider's own video publications, the intent was to acquire Brandon's signature for use in additional fraudulent schemes. Multiple vehicles were parked in front of the house with individuals filming the interaction. Josh reported this incident to the police. Sandy Police Department responded (Case No. Sy26-10093), and trespass notices or warnings were issued. *See Exhibit I.*

95. On 3/8/26 (Sunday), Schneider and/or the Schneider Group also appeared at the home of Jessica Johnson (Josh's sister), an innocent bystander not affiliated with BAM residing in Pleasant Grove, Utah. Upon information and belief, they impersonated state police or officers of the court and falsely told Jessica they were "**investigators investigating a crime**". This incident was reported and Pleasant Grove Police Department responded (Case No. 26PG01521). *See Exhibit I.*

96. On 3/9/26 (Monday), a member of Schneider Group again appeared at Josh's home pretending to be a member of his church congregation to lure him out of the house and to harass/record him. The member informed police that he had been paid by Schneider to do so. He reported this harassment and American Fork Police Department responded (Case No. 26AF2007), and a trespass warning was issued and Josh told him never to return. *See Exhibit I.*

97. On 3/10/26 (Tuesday), Schneider and a team member visited Josh's house to further harass and engage in content creation, which was again reported. American Fork Police Department responded (Case No. 26AF02033), and a trespass citation was issued. Schneider was arrested on residential picketing charges, booked into Utah County Jail, and later released on bail. *See Exhibit I.*

98. On 3/11/26 (Wednesday), Schneider and the Schneider Group trespassed again to deface and hang a defamatory banner in Josh's subdivision in American Fork, Utah. After it was reported, American Fork Police Department responded (Case No. 26AF02066), and a stalking citation was issued. Schneider (and four others) were arrested on stalking charges, booked into Utah County Jail, and released on bail. *See Exhibit I.*

99. On 3/11/26 (Thursday), Schneider and his team made an appearance at the Orem Bricks & Minifigs location (658 S State St, Orem, UT 84058), where he disparaged and defamed

BAM to customers before an employee removed them from the premises. The Orem Police Department responded (Case No. 26OR04733) responded, and a trespass warning was issued.

See **Exhibit I.**

100. On 3/13/26, (Saturday) Schneider and his crew appeared at the Bricks & Minifigs South Jordan store (1086 S Jordan Pkwy W, STE 105, South Jordan, UT 84095) and began filming people and demanding statements and explanations from the owner and employees. This was reported to the South Jordan Police Department, which responded (Case No. SJ26-7091), and a trespass warning was issued. *See* **Exhibit I.**

101. Notably, on or about 3/13/25, BAM had issued Schneider and the Schneider Group a formal written **Notice of Trespass, Harassment and Prohibition** respecting any and all BAM franchisee locations, attached as **Exhibit J.** Despite this Notice, co-Defendants continued their campaign of harassment and destruction at multiple Bricks & Minifigs locations in Utah before moving on to California, where they similarly harassed other franchisee stores and employees.

102. During these ongoing spring 2026 incidents, state law enforcement officers attempted to coordinate across state jurisdictions.

103. On or about 3/27/26, Schneider was scheduled to appear before the Fourth Judicial District Court of Utah regarding the stalking matters and failed to appear. Upon information and belief, a warrant was issued for his arrest.

Further Unlawful Activities in Furtherance of the Enterprise.

104. Each of Schneider and the Schneider Group's foregoing and ongoing actions is an independent episode of unlawful activity in furtherance of the Enterprise and conspiracy among

co-Defendants with Bryan (the original consignment claimant regarding his unrelated dispute with Chrystal), Chrystal, and potentially their attorneys.

105. As evidenced in this record, co-Defendants very carefully planned their pattern of unlawful activity, which was known and coordinated by and among Chrystal, Bryan and Schneider, including alternating public and legal actions.

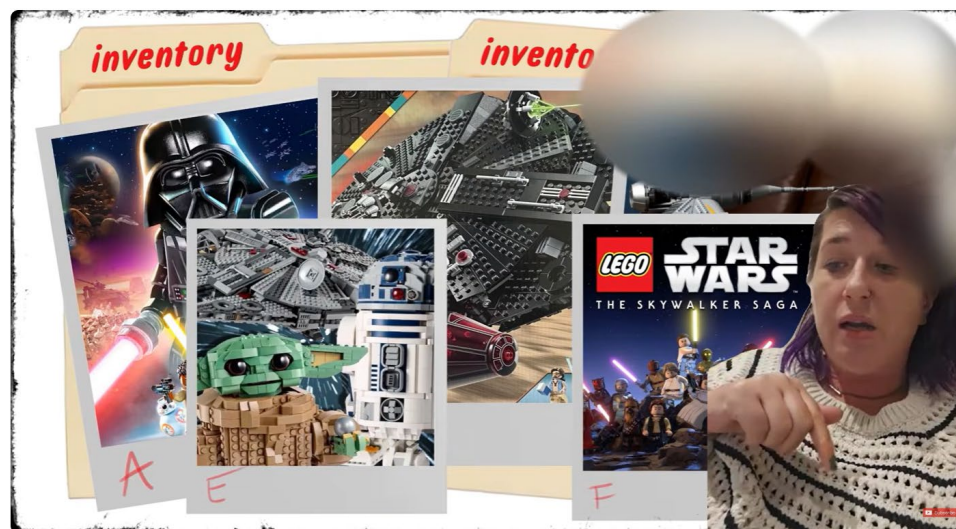
106. Upon information and belief and thereafter, additional May 2026 communications between Bryan and Schneider (and presumably Chrystal), including public and private exchanges in which they have discussed an ongoing strategy to harass, intimidate and pressure BAM and its franchisees' personnel, including as evidenced in Reddit threads, comments on Publications, and other social media or electronic means.

107. Representative images and content evidence of Chrystal's engagement, both directly or indirectly, with co-Defendants' and Schneider's campaign are set forth below:

5/21/26 YouTube Video, Minute 1:48 through 2:51 (Chrystal recklessly and without proof discussing and misrepresenting a private business dispute with BAM while speaking with Schneider, and further providing Schneider with security camera footage to aid Schneider and Schneider group in producing the 5/21/26 YouTube Video)



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO



I tracked down the thief who stole \$200,000 of LEGO

Go Fund Me Solicitation. As recently as this past week, Chrystal set up a go fund me account (as confirmed in her Instagram post), using the now viral hashtag #recklessben among others, and stating that “so my face has gone a little bit viral (e.g., https://www.instagram.com/chrys_gorman/reel/DYxxpebB5VL/) and a GoFundMe, titled “They Took Our LEGO Store & Life Savings. Help Us Fight Back” (<https://gofund.me/6c4522bc6>).

Instagram

Log In



Donate Fundraise Giving Funds NEW gofundme About Sign in Start a GoFundMe

They Took Our LEGO Store & Life Savings. Help Us Fight Back



Chrystal Gorman

Donation protected

You may have heard part of our story in a documentary that has gone viral and has been seen by over 500k people.

1% \$90 raised of \$35K
4 donations

Donate now

Share

- P Patrick Black \$30 · 8 hrs
- D David Amaral \$30 1st Donor · 20 hrs
- M Mitchell Magat \$10 · 4 hrs
- Anonymous \$20 · 7 hrs
- Become an early supporter Your donation matters

108. Upon information and belief, Chrystal deceptively has not disclosed the true nature of her private dispute with to unwitting Go Fund Me participants, as detailed herein.

The Publications’ False Accusations, Ongoing Damages, and Irreparable Harm.

109. The Publications, especially the 5/21/26 YouTube Video, repeatedly and falsely defames and accuses BAM, its corporate leadership (including Ammon and Matt), franchisee operators, store employees and local police of theft, criminal conduct, corruption and a cover-up. Specifically, the video opens by stating that a LEGO collection worth approximately \$200,000 was “**stolen**” and that “**the thief**” is BAM. The video further falsely states that police are “**actively working with the thieves**” to “**cover up**” the matter.

110. These accusations are defamatory, false, misleading and unsupported, as the matter mischaracterized in the Publications concerns a private disputed store-level consignment/inventory issue involving specific local parties (Chrystal and Bryan) at an independently owned and operated franchise location (Salem LLC), not an adjudicated corporate theft by BAM. No court or law enforcement finding has established that BAM stole or wrongfully converted any property or participated in any police cover-up.

111. As recorded in the 5/21/26 YouTube Video, Schneider directly confronted Ammon, the CEO of BAM, falsely representing and stating, “**you took the Legos**,” asserting he is lying, and stating that Ammon was “**in on this cover-up**”. Video evidence of this confrontation is included in **Exhibit C**.

112. The video does not confine itself to commentary. It depicts and promotes repeated in-person confrontations at BAM stores and corporate offices, including visits after personnel asked Schneider to leave, police involvement, trespass warnings and/or citations, covert recording, attempts to obtain employee and owner information, signage and branding

stunts, obstruction of customers, and pressure tactics intended to force Bricks & Minifigs to act outside normal legal processes. Evidence of this is included in **Exhibit C**.

113. In the video and podcast, Schneider repeatedly threatens BAM, stating as an example that he will do “**whatever it takes**” and that he will “**stop at nothing**” in the campaign to extort monies from and to harass, bully, threaten and assault BAM and its personnel. *See* 5/21/26 YouTube Video, Minute 6:40. He frames BAM’s response options as either responding with the extorted payment (i.e., the “**easy way**”) or continued assaults, destruction and damages of any and all kinds (i.e., the “**hard way**”). *See id.*, at Minute 14:24. He further threatens that BAM deserves to have its “**life ruined**” and describe plans to engage in intentionally provocative and even illegal acts to force litigation or further public pressure. *See id.*, at Minute 26:00.

114. In the Publications, Schneider even goes so far as to incite and solicit BAM employees to act as “**undercover agents**”, stating he needs a Utah criminal-defense lawyer and intends to take “**the entire corporation down.**” *See id.*, at Minute 1:24:48 through 1:25:08. These incitements and solicitations have created and continue to create a substantial risk of unlawful harm, injury, damage, disparagement, defamation, public and private nuisance (i.e., disturbance of the peace), harassment, intimidation unauthorized access, employee manipulation and abuse, and business interference and disruption.

115. Though unsupported by Court records, Schneider publishes the false and defamatory claims that BAM “**lost in court**” and that a “**default judgment proves liability**”, stating “**we win by default**”. That he may somehow seek a default is not a final default judgment, enforceable judgment or an adjudication of theft. Further, after Schneider made these public claims, BAM discovered multiple fraudulently filed Marion County, Oregon Small Claims court filings against Josh, citing erroneous entities and filed by false or unrelated parties.

All of these filings, made in January 2026, were dismissed by Marion County, and a County Sheriff's report was filed regarding the fraudulent filings. An additional Marion County filing was made by Schneider in March 2026 and is currently pending dismissal.

Incitement and Solicitation of Additional and/or Third Party Death Threats.

116. On or about 5/21/26 and in furtherance of the conspiracy and following publication and online amplification of Schneider's false accusations through the Publications, the co-Defendants directly or indirectly solicited, incited and/or caused BAM and its associated franchisees and/or personnel to receive death and bomb threats. These threats have been reported to relevant local law-enforcement agencies and the FBI. True and correct copies of various threats towards Plaintiffs is attached as **Exhibit K**.

117. These threats have been extremely concerning and personally and collectively damaging to BAM, its franchisees and all personnel involved, prompting heightened security measures, lack of productivity, increased business and legal expenses and a significant distraction of management and operations.

118. For example, immediately following the Publications, on 5/21/26, BAM received the following threatening email from [f____] yourselfs@youclowns.com, stating:

I got a corporation with Frenchie's and our specialty is messing your shit right up. Would be a shame if you [f____s] got a visit from one of my Frenchies owners because I just can control what they do on the Frenchies level. I heard they leave the place quite messy. Hope your dickhead CEO [Ammon] is a strong boy.

A true and correct copy of this email is included in **Exhibit K**.

119. On 5/21/26, immediately following the Publications, BAM received another threatening email from clown@[f____]yourself.com, stating:

I will be mailing you guys some explosive Lego sets. Super hot items,...about to go boom. Your CEO [Ammon] has 2 days to step down before random stores gonna get fun packages. You been warned [f___s].

A true and correct copy of this email is included in **Exhibit K**.

120. These threats and ongoing harassment have caused immediate and irreparable harm to Plaintiffs, including plausible risks to employee safety, franchisee safety; employee and customer safety; business interruption; reputational injury; increased security costs; store disruption; management distraction and fear among personnel and their families.

121. BAM continues to experience ongoing serious adverse impacts including: damage from continued defamatory statements online; threatening communications; media inquiries; reputational damage; and substantial legal and public relations expenses.

122. As evidenced in the 5/21/26 Patreon Video and Publications, Schneider made additional statements, in pertinent part, using hate speech and religious bigotry, and inciting followers to also engage in hate speech, which many did, as evidenced by **Exhibit K**.

123. Monetary damages alone cannot remedy bomb, death and other threats or the risk of copycat harassment against employees, franchisees, customers, or their family members.

124. Schneider's false statements constitute defamation *per se* because they accuse Plaintiffs of committing crimes (theft, criminal conspiracy, fraud, etc.), which are statements actionable *per se* under Utah law without proof of special damages.

125. Schneider's false and defamatory statements that Plaintiffs are thieves who "**steal from old people**" were published with knowledge of their falsity or with reckless disregard for their truth or falsity, because Schneider knew or should have known that the underlying private dispute was a civil consignment matter at a single franchise location, not an adjudicated corporate theft.

126. Schneider's conduct in repeatedly and brazenly trespassing and stalking Plaintiffs at Plaintiffs' store locations and private residences after being repeatedly warned to leave, and continuing to return despite trespass warnings from multiple police departments, constitutes trespass under Utah law.

127. Schneider's use of the **"We Steal From Old People"** slogan, website and merchandise in connection with the BAM brand undermines, tarnishes and damages BAM's brand, as unlawfully associates the famous BAM brand with unsavory and negative qualities.

128. The co-Defendants' misconduct has presented Plaintiffs in a false light before the public by portraying them as criminals, thieves and exploiters of the elderly, which portrayal is highly offensive to a reasonable person and was made with knowledge of or reckless disregard for the falsity of the publicized matter.

129. The co-Defendants' misconduct evidences a pattern of harassment under Utah Code § 76-5-106, including following, monitoring, surveilling, threatening or communicating to or about Plaintiffs and their employees in a manner intended to frighten, intimidate or harass.

130. The co-Defendants' misconduct evidences a private and public nuisance.

131. Schneider's deceptively constructed and contrived "raffle" theory, asserting that Baker Salem's failure to hand over a LEGO set converted the matter into a criminal offense requiring police investigation, is a fabricated and sham claim. This manufactured confrontation was deceptively designed to create false content and images for online viewers to generate profits, to falsely justify misleading criminal accusations, and to wrongfully invite police responses for additional content creation purposes.

132. Plaintiffs have demanded co-Defendants preserve all evidence, including specifically in Schneider's possession, custody or control relating to these matters, including all

videos, raw footage, outtakes, communications, texts, emails, Discord/Patreon posts, YouTube comments, analytics, phone records, call logs, police communications and documents relating to BAM, the LEGO collection dispute, threats and the creation/promotion of the videos.

FIRST CAUSE OF ACTION

(UTAH RICO - Utah Code § 76-17-401 *et. seq.* - Claim Against Co-Defendants)

133. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

134. Co-Defendants organized and created an “enterprise”, within the meaning of Utah Code § 76-17-401(1), as a group of individuals associated in fact for the common purpose of conducting the pattern of unlawful activity described herein. Co-Defendants acted intentionally, maliciously and/or with complete and reckless disregard for the law, the legal rights of Plaintiffs and the consequences of their unlawful conduct throughout the course of the Enterprise’s activities.

135. Co-Defendants actively participated in, directed, managed and engaged in the affairs of the Enterprise, including through a “pattern of unlawful activity” within the meaning of Utah Code § 76-17-401(2), consisting of multiple and continuous episodes (more than three) of unlawful activity (including racketeering, profiteering, disparagement, defamation, interference, harassment, nuisance, etc.) that are not isolated, but have the same or similar purposes, results, participants, victims, and methods of commission, and are interrelated by distinguishing characteristics, commencing in or about December of 2024 and continuing to date. Taken together, these episodes demonstrate continuing unlawful conduct related to each other and to the purposes of the Enterprise, and include at least the following predicate acts:

- a. Co-Defendants engaged in unlawful activities, such as **defamation**, **disparagement**, and **false light** as evidenced in detail in the Publications and

alleged.

- b. Co-Defendants engaged in **theft by deception** by creating, distributing and honoring counterfeit “raffle” tickets and issuing gift certificates impersonating Baker and using BAM branding; by impersonating UPS personnel, religious congregation members and investigators to deceptively obtain signatures and property under false pretenses; and by filing and soliciting misleading court documents, including in Marion County, Oregon, referencing erroneous and/or illegitimate entities and/or contrived or unrelated parties.
- c. Co-Defendants engaged in **theft by extortion** by threatening to release “damaging (and doctored) videos harming” BAM unless BAM paid \$300,000; by demanding \$200,000 from BAM and threatening that matters would become “very bad” if BAM did not pay; and by framing BAM’s response options as either paying extorted sums (the “easy way”) or continued assaults, damages and utter destruction (the “hard way”), illustrated by an explosion of BAM or its franchisees. These threats were accompanied by statements that Schneider would do “whatever it takes” and “stop at nothing” and that BAM deserved to have its “life ruined.”
- d. “An actor commits communications fraud if the actor has devised any scheme or artifice to defraud another or to obtain from another money, property, or anything of value by means of false or fraudulent pretenses, representations, promises, or material omissions, and who communicates directly or indirectly with any person by any means for the purpose of executing or concealing the scheme or artifice.” Utah Code Ann. § 76-6-525(2). As part of their Enterprise, Co-Defendants

devised a scheme to defraud BAM by orchestrating a coordinated multi-platform campaign, *inter alia*, of false accusations, fabricated claims, deceptive practices and manufactured confrontations to extort money, racketeer, profiteer and damage Plaintiffs and their business interests.

- e. Co-Defendants engaged in **communications fraud** by publishing false statements, as referenced in the Publications, including across YouTube videos, podcasts, websites, and social media, including, *inter alia*, false statements that BAM “**steals from old people**”; that BAM is a “**criminal enterprise**”; that BAM’s CEO, Ammon, “**took the LEGOs**” and was “**lying**” and “**in on this cover up**”; that BAM “**lost in court**”; and that an alleged but improperly obtained “**default judgment proves liability**,” when no court or law enforcement agency had adjudicated any such findings.
- f. “An actor commits criminal simulation if, with intent to defraud another, the actor: (a) makes or alters an object in whole or in part so that it appears to have value because of age, antiquity, rarity, source, or authorship that it does not have; (b) sells, passes, or otherwise utters an object so made or altered; (c) possesses an object so made or altered with intent to sell, pass, or otherwise utter it; or (d) authenticates or certifies an object so made or altered as genuine or as different from what it is.” Utah Code Ann. § 76-6-518. As part of their Enterprise, Co-Defendants engaged in criminal simulation by creating, altering, and uttering fabricated objects designed to appear to have legal, official, or commercial value that they did not possess, with the intent to defraud BAM, its franchisees, their personnel, law enforcement and the public.

g. Co-Defendants engaged in **criminal simulation** by, among other things: (a) creating, distributing and honoring fake and unauthorized “raffle” tickets and issuing gift certificates, which Co-Defendants designed to appear to be legitimate Baker or BAM promotional materials, but which were fabricated by Co-Defendants to manufacture claims of criminal conduct against BAM; (b) fabricating a “contract” document by disguising it as a delivery signature form, presenting it to a Baker employee under the false pretense that it was merely a delivery receipt, and then claiming the fabricated document created \$5,000 in “liquidated damages” each time the employee called police, a claim Schneider himself described as his “get out of jail free card”; (c) creating fraudulent “court papers” and legal documents designed to appear to be official court filings for use in staged confrontations and service-of-process stunts; (d) manufacturing a fake “Guinness World Record” award certificate for “most Legos stolen by any company in the world” and having an actor impersonate a Guinness World Records representative to deliver the fraudulent award to a BAM store; (e) creating altered and defamatory signage designed to appear to be official BAM store signage, including signs stating **“Permanently closed. We stole a family’s life savings. They sued. We lost. By closing the store, we got out of having to pay the family what we owe them”**; and (f) filing fraudulent court documents with Marion County, Oregon, citing erroneous entities and filed by false or unrelated parties. Each of these fabricated objects was created with the intent to extort and defraud Plaintiffs, to manufacture false claims of criminal conduct, to deter BAM and franchisee personnel from exercising their legal rights, and to

generate content for Co-Defendants' defamatory campaign in furtherance of the Enterprise.

- h. "An actor commits **deceptive business practices** if the actor, in the course of business: (a) uses or possesses for use a . . . device for falsely determining or recording any quality or quantity; . . . or (c) sells, offers, or exposes for sale adulterated or mislabeled commodities." Utah Code Ann. § 76-6-507.
- i. Co-Defendants engaged in **deceptive business practices** by, among other things:
 - (a) creating and distributing counterfeit gift certificates and "raffle" materials bearing BAM and Baker branding, which constituted mislabeled commodities in that they falsely represented BAM and Baker as the source and sponsor of goods and services that BAM and Baker did not authorize, offer, or stand behind; (b) promoting merchandise through a registered business entity called "**We Steal From Old People**," which falsely implied a connection to and endorsement by BAM and its franchise system; (c) operating a trespassing booth outside BAM store locations displaying mislabeled signage and selling merchandise designed to appear connected to BAM and Baker's brand while falsely representing that they had engaged in criminal conduct; (d) impersonating UPS personnel, religious congregation members, Guinness World Records personnel and investigators to obtain signatures under false pretenses, which signatures were then used in fabricated documents designed to appear to have commercial or legal value; and (e) creating and distributing materials falsely representing that BAM stores had "**permanently closed**" and had "**lost**" in court proceedings that were mischaracterized and/or did not exist, which mislabeled statements were designed

to deceive the public regarding the nature and status of BAM's business operations in furtherance of the Enterprise.

- j. "An actor commits **forgery** if, with purpose to defraud anyone, or with knowledge that the actor is facilitating a fraud to be perpetrated by anyone, the actor: (a) alters any writing of another person without the person's authority or utters the altered writing; or (b) makes, completes, executes, authenticates, issues, transfers, publishes, or utters any writing so that the writing or the making, completion, execution, authentication, issuance, transference, publication, or utterance: (i) purports to be the act of another person, whether the person is existent or nonexistent; (ii) purports to be an act on behalf of another party with the authority of that other party; or (iii) purports to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to be a copy of an original when an original did not exist." Utah Code Ann. § 76-6-501. Co-Defendants engaged in and solicited forgery by creating fabricated a "contract" with store personnel purporting to deceptively obtain a waiver of trespass restrictions; by filing fraudulent court documents with Marion County, Oregon, citing erroneous entities and filed by false or unrelated parties; and by manufacturing fraudulent "court papers" and legal documents designed to appear to be official court filings for use in staged confrontations and service-of-process stunts. Each of these fabricated writings was created with the purpose to defraud BAM, to manufacture false legal claims, to deter BAM personnel from exercising their legal rights to call police, and to generate content for Co-Defendants' defamatory campaign in furtherance of the Enterprise.

k. “[A]n actor commits **obstruction of justice** in a criminal investigation or proceeding if the actor, with intent to hinder, delay, or prevent the investigation, apprehension, prosecution, conviction, or punishment of any person regarding conduct that constitutes a criminal offense . . . (b) prevents by force, intimidation, or deception, a person from performing an act that might aid in the discovery, apprehension, prosecution, conviction, or punishment of any person; (c) alters, destroys, conceals, or removes an item or other thing; . . . (f) provides a person with transportation, disguise, or other means of avoiding discovery or apprehension; . . . (j) provides false information regarding a suspect, a witness, the conduct constituting an offense, or any other material aspect of the investigation.” Utah Code Ann. § 76-8-306(2).

l. Co-Defendants engaged in obstruction of justice by, among other things: directing a member of Schneider Group wearing identical clothing to take Schneider’s place when police arrived, which Schneider described on video as a “**switcheroo**” designed so that “**once the police find out that they caught the wrong Ben, I’m going to be super far away,**” conduct that constitutes providing a person with a disguise or other means of avoiding discovery or apprehension; using fabricated documents, including forged “contracts” and manufactured “court papers,” to mislead police officers about the nature and legitimacy of their activities, which conduct prevented by deception law enforcement from performing acts that might aid in the discovery, apprehension, prosecution, conviction or punishment of Co-Defendants; deliberately “**brainwashing**” Baker’s employee by luring them into secluded locations under false pretenses (staged “challenges” and “awards” in

“the middle of the woods”) and subjecting them to psychological manipulation techniques to induce them to provide false information to law enforcement about the status of the LEGO collection and Bryan’s reimbursement; and creating deepfake video content of Bryan’s likeness to manufacture false statements and evidence. Each of these acts was committed with the intent to hinder, delay or prevent the investigation, apprehension, prosecution, conviction or punishment of Co-Defendants regarding conduct that constitutes criminal offenses in furtherance of the Enterprise.

- m. Co-Defendants engaged in repeated acts of trespass, harassment, private and public nuisances and interference to undermine damage and disrupt Plaintiffs’ business interests and personal lives in furtherance of the Enterprise.
- n. Co-Defendants engaged in threats and inciting threats by third parties against Plaintiffs, including bomb and death threats, property damage and personal injury in furtherance of the Enterprise.

136. The foregoing predicate acts, among others, occurred within five years of each other, are not isolated, and have the same or similar purposes (to extort money from and destroy Plaintiffs), results (harassment, defamation, interference with business operations, nuisance), participants (Schneider, Bryan, Schneider Group, and Schneider Enterprises), victims (Plaintiffs, their employees, franchisees and families), threats (physical harm and injury and property damage) and methods of commission (impersonation, deception, coordinated harassment campaigns, publication of false statements and threats).

137. Co-Defendants conducted or participated, directly or indirectly, in the conduct of the Enterprise’s affairs through this pattern of unlawful activity, in violation of Utah Code § 76-

17-407(2)(c).

138. As conspiring racketeers and profiteers, Co-Defendants have received or will receive proceeds derived, directly or indirectly, from the pattern of unlawful activity described herein, including paid streaming revenue, advertising revenue, merchandise sales, subscriber fees, Patreon contributions and other monetization of the defamatory Publications, and related videos, content and harassment campaign, and have used or invested such proceeds respecting the acquisition of an interest in, or the establishment or operation of, the Enterprise, in violation of Utah Code § 76-17-407(2)(a).

139. Co-Defendants conspired to violate Utah Code § 76-17-407(2)(a), (b) and (c), in violation of Utah Code § 76-17-407(2)(d).

140. As a direct and proximate result of co-Defendants' Enterprise and associated pattern of unlawful activity, Plaintiffs have been injured and damaged in their persons, business and property, including damage to reputation; loss of customer relationships; loss of franchise goodwill; business interruption; lost profits; increased security costs; emotional distress suffered by employees, franchisees and their families; and costs of defending against false accusations and responding to threats which are ongoing in nature.

141. By reason of the foregoing misconduct, Plaintiffs are entitled to an award of actual, general, consequential, incidental and punitive damages, together with a statutory damage equal to twice the actual damages sustained pursuant to Utah Code § 76-17-403(1), together with the costs of suit, including reasonable attorneys' fees under Utah Code § 76-17-403(2), pre- and post-judgment interest thereon, and any other relief deemed appropriate by the Court, including injunctive relief (requested *infra*), orders requiring co-Defendants to divest their interest in or control of the Enterprise, an accounting and disgorgement of all proceeds obtained and

reasonable restrictions on co-Defendants' future activities.

SECOND CAUSE OF ACTION
(Defamation *Per Se* Against Co-Defendants)

142. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

143. Co-Defendants conspired together to intentionally and maliciously promote, support and publish false and defamatory statements of fact to third parties, including through Publications to YouTube's millions of subscribers and viewers, podcast listeners, social media followers, customers and the general public, accusing Plaintiffs of committing serious crimes, including but not limited to theft, criminal conspiracy, fraud, elder abuse and exploitation, corruption and obstruction of justice as herein alleged. With Co-Defendants' knowledge and support, Schneider and Schneider Group published these accusations intentionally and/or with reckless disregard for their truth or falsity, knowing that no court or law enforcement agency had made any such findings and that the underlying dispute was a private civil dispute between Chrystal (and/or Salem LLC) and Bryan. They did so maliciously and intending to harm Plaintiffs and/or with reckless disregard for the devastating harm these false accusations would cause to Plaintiffs' reputation, business operations and goodwill. Co-Defendants knew or should have known that these false and defamatory statements would be disseminated (and re-disseminated) to a mass audience and would cause severe and lasting harm to Plaintiffs' reputation, business operations and goodwill.

144. In furtherance of the conspiracy and with the knowledge and support of co-Defendants, Schneider falsely depicted and stated, *inter alia*, that Plaintiffs "**stole**" a LEGO collection worth approximately \$200,000, that Plaintiffs "**steal from old people**," that police are "**actively working with the thieves**" to "**cover up**" the matter, that Plaintiffs' CEO was "**in on**

this cover-up,” and that Plaintiffs operate a **“criminal enterprise.”** These statements were published repeatedly and maliciously as evidenced in the Publications, including in videos viewed by hundreds of thousands, podcasts, social media posts, merchandise bearing slogans such as **“We Steal From Old People”**, defacing and defamatory signage posted at store locations and private residences, through a dedicated website promoting the defamatory campaign, and through in-person confrontations that were filmed and republished to maximize harm.

145. The foregoing statements are false. The matter deceptively referenced in Schneider’s Publications relate to an unrelated, private and disputed store-level consignment/inventory legal dispute involving specific local parties at an independently owned and operated franchise location, not an adjudicated corporate theft by BAM as misrepresented by Co-Defendants. No court or law enforcement finding evidences that Plaintiffs stole or converted any property or participated in any police cover-up.

146. Co-Defendants false statements constitute defamation *per se* under Utah law because they unambiguously accuse Plaintiffs of committing serious crimes, including theft, criminal conspiracy, fraud, corruption and elder exploitation, which are statements actionable *per se* without proof of special damages. *See Jacob v. Bezzant*, 2009 UT 37, ¶ 26, 212 P.3d 535, 545 (stating that statements that are defamation *per se* have been required to be false and “allege criminal conduct on the part of the plaintiff”). The accusations of theft and elder exploitation are particularly egregious because they impute moral turpitude and criminal intent to Plaintiffs, impugn Plaintiffs’ fitness for their profession and trade, and are the type of statements that would naturally and proximately cause pecuniary harm to Plaintiffs and their business.

147. Co-Defendants made these false statements knowing they were false or with reckless disregard for their truth or falsity. Schneider and Schneider Group knew or should have known that the underlying dispute was a private civil dispute regarding an alleged consignment matter at a single franchise location, not an adjudicated corporate theft, and that no court or law enforcement agency had found Plaintiffs liable for theft, fraud or any criminal conduct. Despite this knowledge, co-Defendants deliberately and repeatedly characterized Plaintiffs as “**thieves**” and “**criminals**” to inflame public opinion, generate views and revenue, and more concerning, to shake down and extort improper payments from Plaintiffs. Co-Defendants’ malice (and/or reckless disregard of the truth) is further evidenced by Schneider’s admissions to engaging in “**illegal**” activities, whereby he would do “**whatever it takes**” and “**stop at nothing**,” that matters would go “**the hard way**” if Plaintiffs did not capitulate to the extortionistic demands, and that Plaintiffs deserved to have their “**life ruined**”.

148. By reason of the foregoing misconduct, Plaintiffs have been severely damaged by co-Defendants, including respecting Plaintiffs’ reputations, business operations and goodwill. Plaintiffs are therefore entitled to an award of actual, general, consequential, incidental and punitive damages, including but not limited to: (i) lost profits and revenue; (ii) loss of customer relationships; (iii) loss of franchise relationships and goodwill; (iv) business interruption and operational disruption; (v) increased security costs necessitated by threats resulting from co-Defendants’ conduct; (vi) costs of responding to death threats and bomb threats; (vii) reputational harm requiring significant public relations expenditures; (viii) management distraction; (ix) emotional distress suffered by employees, franchisees and their families; and (x) legal costs and attorneys’ fees and other damages. These damages are in an amount not less than \$250,000, together with pre- and post-judgment interest thereon, plus all statutory and punitive

damages in an amount sufficient to punish co-Defendants and deter similar conduct, attorneys' fees and costs.

THIRD CAUSE OF ACTION
(Defamation Against Co-Defendants)

149. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

150. In addition to the defamation *per se* claims above, Plaintiffs assert a comprehensive claim for defamation based on the totality of co-Defendants' false and defamatory statements, which have been published widely, repeatedly and with escalating malice over an extended period of time.

151. Co-Defendants conspired together to intentionally and maliciously publish false statements of fact to third parties concerning Plaintiffs relating to a wholly private legal dispute between Chrystal, Bryan and Salem LLC in which Plaintiffs were not legally involved. These false statements included the depictions and statements referenced in the Second Cause of Action, *supra*.

152. The statements were published to third parties, including YouTube's millions of viewers, social media users, customers, employees, franchisees and the general public as referenced in the Second Cause of Action, *supra*.

153. The foregoing statements are false as referenced in the Second Cause of Action, *supra*.

154. Co-Defendants published these false statements with actual malice, that is, with knowledge of their falsity or with reckless disregard for their truth or falsity as referenced in the Second Cause of Action, *supra*.

155. Alternatively, Schneider published these false statements negligently, without exercising reasonable care to determine whether the statements were true or false before publishing them to millions of viewers.

156. By reason of the foregoing misconduct, Plaintiffs have been severely damaged by co-Defendants, including respecting Plaintiffs' reputations, business operations and goodwill. Plaintiffs are therefore entitled to an award of actual, general, consequential, incidental and punitive damages, including but not limited to: (i) lost profits and revenue; (ii) loss of customer, vendor, employee and public relationships; (iii) damage or loss regarding franchise relationships and goodwill; (iv) business interruption and operational disruption; (v) increased security costs necessitated by threats resulting from co-Defendants' conduct; (vi) costs of responding to death threats and bomb threats; (vii) reputational harm requiring significant public relations expenditures; (viii) management distraction; (ix) emotional distress suffered by employees, franchisees and their families and (x) legal costs and attorneys' fees and other damages. These damages are in an amount not less than \$250,000, together with pre- and post-judgment interest thereon, plus all statutory and punitive damages in an amount sufficient to punish co-Defendants and deter similar conduct, attorneys' fees and costs.

FOURTH CAUSE OF ACTION

(Injurious Falsehood, Trade Disparagement and False Light Against Co-Defendants)

157. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

158. By reason of the foregoing misconduct, co-Defendants have also committed injurious falsehoods, trade disparagement and placed Plaintiffs in a false light contrary to Utah law.

159. Co-Defendants conspired together to intentionally and maliciously publish injurious falsehoods, trade disparagements and to present BAM and its franchisees' businesses, their franchise operations and the integrity of their business practices in a false light. Co-Defendants' misconduct was intended to destroy Plaintiffs' businesses, undermine their reputations and drive away customers, franchisees, vendors and business partners.

160. Co-Defendants conspired together to intentionally and maliciously present Plaintiffs in a false light before the public by portraying them as criminals, thieves and exploiters of the elderly. This false portrayal was highly offensive to a reasonable person and was made with actual knowledge of or reckless disregard for the falsity of the publicized matter. Schneider and Schneider Group acted with reckless disregard for the truth, knowing that no court or law enforcement agency had made any findings of criminal conduct, yet deliberately portraying Plaintiffs as criminals to millions of viewers. The false light in which Plaintiffs were placed has caused severe harm to their reputation and standing in the community.

161. Schneider's **"We Steal From Old People"** campaign, videos reaching millions of viewers, podcasts, website, merchandise, defamatory signage, social media posts and in-person statements (and republicized) have publicized matter that place Plaintiffs in a false light by (i) implying criminal conduct that Plaintiffs did not commit; (ii) creating a false impression that Plaintiffs operate a criminal enterprise; (iii) falsely suggesting that Plaintiffs engage in elder exploitation; (iv) falsely implying that law enforcement has found Plaintiffs guilty of crimes; (v) falsely suggesting that courts have ruled against Plaintiffs; and (vi) creating the false impression that Plaintiffs have fled or closed stores to avoid accountability. The false light is particularly offensive because it imputes the morally reprehensible conduct of stealing from and exploiting elderly persons.

162. The injurious falsehoods, trade disparagements and false light assertions are as more particularly referenced in the Second Cause of Action, *supra*. Schneider falsely stated that Plaintiffs' business is a criminal enterprise that "**steals from old people**", that BAM stores engaged in theft and fraud, that Plaintiffs' corporate leadership participated in a criminal cover-up with law enforcement, and that BAM stores have "**permanently closed**" due to losing in court. Schneider published these false and commercially disparaging statements through videos reaching millions of viewers, podcasts, websites, merchandise bearing defamatory slogans, signage posted at store locations and in residential neighborhoods, flyers, banners, and social media posts designed to maximize viral spread and commercial harm to Plaintiffs.

163. Specifically, Schneider created and disseminated the "**We Steal From Old People**" campaign, website and merchandise, falsely branding Plaintiffs and the BAM franchise system as elder-theft criminals.

164. Schneider further published false statements that certain of Plaintiffs "lost in court," that a "default judgment proves liability" and that BAM's Baker store has "permanently closed" to "avoid paying" and "escape liability." These statements were published with knowledge of their falsity or reckless disregard for the truth, as no court had entered any such judgment and the stores remained open. Schneider and the Schneider Group also filed fraudulent court documents in Marion County, Oregon, citing erroneous entities and filed by false or unrelated parties, all of which were dismissed, further evidencing co-Defendants' pattern of manufacturing false legal claims to support their defamatory narrative.

165. These false statements were calculated and intended to cause injury and harm to Plaintiffs and their businesses and did and continues to cause substantial and ongoing injury and harm, including (i) loss of existing customers who were directly confronted by the Schneider

Group or exposed to its defamatory campaign; (ii) loss of prospective customers who have been deterred from patronizing BAM stores; (iii) interference with franchise relationships; (iv) damage to Plaintiffs' ability to recruit new franchisees; (v) increased costs of security at store locations; (vi) business interruption caused by repeated trespass, harassment and confrontations at store locations; (vii) costs of removing defamatory signage and materials; (viii) management distraction; and (ix) legal costs and attorneys fees and other damages.

166. The statements are false and were made with actual knowledge of falsity or reckless disregard for the truth as referenced in the Second Cause of Action, *supra*. Schneider knew that no court or law enforcement agency had adjudicated that Plaintiffs committed theft, fraud, or any criminal conduct, yet he repeatedly characterized Plaintiffs as criminals and thieves.

167. By reason of the foregoing misconduct, Plaintiffs have been severely damaged by co-Defendants, including respecting Plaintiffs' reputations, business operations and goodwill. Plaintiffs are therefore entitled to an award of actual, general, consequential, incidental and punitive damages, including but not limited to: (i) lost profits and revenue; (ii) loss of customer relationships; (iii) loss of franchise relationships and goodwill; (iv) business interruption and operational disruption; (v) increased security costs necessitated by threats resulting from co-Defendants' conduct; (vi) costs of responding to death threats and bomb threats; (vii) reputational harm requiring significant public relations expenditures; (viii) management distraction; (ix) emotional distress suffered by employees, franchisees and their families; and (x) legal costs and attorneys' fees and other damages. These damages are in an amount not less than \$250,000, together with pre- and post-judgment interest thereon, plus all statutory and punitive

damages in an amount sufficient to punish co-Defendants and deter similar conduct, attorneys' fees and costs.

FIFTH CAUSE OF ACTION
(Civil Conspiracy Against Co-Defendants)

168. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

169. Co-Defendants, including Bryan (the original consignment claimant from the Salem LLC dispute), Chrystal (and her partner Benjamin) and potentially their attorneys and other co-conspirators, conspired to create the Enterprise and to commit the unlawful acts described in this Verified Complaint. Schneider and the Schneider Group acted as agents of Bryan and Chrystal and the Schneider Group acted as agents of Schneider, for which they are each personally responsible and for which Bryan and Schneider are responsible as principals. Each co-conspirator is jointly and severally liable for the tortious acts committed in furtherance of the conspiracy.

170. The co-conspirators combined and entered into a meeting of the minds to accomplish the intended objectives of the Enterprise, as described in this Verified Complaint, including to extort improper payments from Plaintiffs, to destroy Plaintiffs' reputation and businesses, and to harass, intimidate and threaten Plaintiffs, their employees, franchisees and families. The unlawful activities referenced in this Verified Complaint and in the Publications evidence a pattern of careful coordination and timing among Chrystal, Bryan, Schneider, the Schneider Group and their affiliates.

171. Upon information and belief, co-Defendants have had and continue to have communications with Chrystal and DOES 1-15 in the form of public and private exchanges, meetings and online emails, texts and posts, wherein they discuss strategies to pressure and

threaten Plaintiffs, including death and physical harm threats. This pattern of coordination fits Utah statutes on conspiracy (Utah Code § 76-4-201), stalking (§ 76-5-106.5), and theft by extortion (§ 76-6-406), providing further evidence of the unlawful objectives of the conspiracy.

172. In an early 2025 communication with BAM as part of dispute resolution, Bryan and Chrystal expressly threatened that if BAM did not give them their demand for \$300,000, “they would not be able to control the ‘documentarian’ Schneider from releasing damaging (and doctored) videos harming the company.” This extortionate threat constitutes evidences (i) the co-Defendants’ knowledge and support of and involvement in their campaign; (ii) a coordination and conspiracy among co-Defendants with respect thereto; (iii) the use of Schneider’s Publications as a weapon to extort payments; and (iv) the malicious intent underlying the entire campaign. This threat also constitutes theft by extortion under Utah Code § 76-6-406.

173. The co-conspirators performed numerous wrongful, overt acts in furtherance of those wrongful objectives, including (i) coordinated harassment at multiple store locations across multiple states; (ii) harassment at the private residences of Plaintiffs’ employees and family members; (iii) Publications, including defamatory videos, podcasts and social media content; (iv) creation and distribution of merchandise bearing defamatory slogans; (v) creation of a website to promote the defamatory campaign; (vi) vandalism, including posting defamatory signage at store locations and residences; (vii) impersonation schemes using fake UPS uniforms, fake religious congregation members, fake Guinness World Records personnel, and fake investigators; (viii) obtaining signatures under false pretenses for use in fabricating legal claims; (ix) filing fraudulent court documents; (x) unsupported civil demands; (xi) distribution of counterfeit gift certificates; (xii) presentation of legal demands relating to the private legal dispute without supporting evidence; and (xiii) intimidation tactics including death and bomb threats.

174. By reason of the foregoing misconduct, Plaintiffs have been severely damaged by co-Defendants, including respecting Plaintiffs' reputations, business operations and goodwill. Plaintiffs are therefore entitled to an award of actual, general, consequential, incidental and punitive damages, including but not limited to: (i) lost profits and revenue; (ii) loss of customer relationships; (iii) loss of franchise relationships and goodwill; (iv) business interruption and operational disruption; (v) increased security costs necessitated by threats resulting from co-Defendants' conduct; (vi) costs of responding to death threats and bomb threats; (vii) reputational harm requiring significant public relations expenditures; (viii) management distraction; (ix) emotional distress suffered by employees, franchisees and their families; and (x) legal costs and attorneys' fees and other damages. These damages are in an amount not less than \$250,000, together with pre- and post-judgment interest thereon, plus all statutory and punitive damages in an amount sufficient to punish co-Defendants and deter similar conduct, attorneys' fees and costs.

SIXTH CAUSE OF ACTION
(Tortious Interference with Existing and Prospective Economic
Relations Against Co-Defendants)

175. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

176. Plaintiffs maintain valuable existing and prospective business relationships with: (i) hundreds of franchisees across the United States; (ii) thousands of customers who patronize BAM stores; (iii) employees at corporate headquarters and franchise locations; (iv) vendors and suppliers; (v) landlords and property owners; (vi) banks and financial institutions; and (vii) the general public from whom Plaintiffs derive existing and potential economic advantage. These

relationships are essential to Plaintiffs' business operations and represent substantial economic value.

177. Co-Defendants conspired together to intentionally and maliciously engage in the foregoing misconduct with the express intent and purpose of interfering, directly or indirectly, with Plaintiffs' existing and prospective economic relations, and with reckless disregard for the devastating economic consequences of their interference. They acted with reckless disregard for Plaintiffs' property rights, business interests, and economic relationships, including by (i) setting up a booth outside a BAM store location and, by Schneider's admission, stopping customers from entering the store; (ii) directly confronting customers and employees with defamatory accusations; (iii) publishing the Publications, including false accusations designed to present Plaintiffs in a false light, drive customers away and deter prospective customers; (iv) encouraging third parties to harass and boycott Plaintiffs' stores; (v) distributing fraudulent raffle tickets and issuing gift certificates that disrupted management and customer relations and required Plaintiffs to address angry customers; (vi) defacing property and posting defamatory signage that deterred customers from entering stores; (vii) soliciting BAM employees to act as "undercover agents" to sabotage the business from within; (viii) harassing and intimidating employees to the point where they fear for their safety and ix) trespassing in furtherance of the intended interference.

178. Co-Defendants, directly or indirectly, interfered with Plaintiffs' economic relations by improper means, including the foregoing actions, as well as (i) defamation and defamation *per se*; (ii) trespass upon store locations, corporate offices and private residences; (iii) stalking of Plaintiffs' employees, franchisees and family members; (iv) harassment, nuisance and intimidation; (v) impersonation of delivery personnel, religious congregation members,

investigators and Guinness World Records personnel; (vi) vandalism and defacement of property; (vii) distribution of counterfeit gift certificates; (viii) physical obstruction of customers attempting to enter stores; (ix) threats designed to intimidate BAM, franchisees, employees and customers; (x) solicitation of employees to act as “undercover agents”; and (xi) filing fraudulent court documents.

179. The Schneider Group directly interfered with Plaintiffs’ employee relations by, inter alia, (i) publicly soliciting BAM employees to act as “undercover agents” to leak confidential information, record inside stores without authorization, obtain private information, and participate in staged confrontations; (ii) harassing and intimidating employees at store locations and their private residences to the point where employees fear for their safety and the safety of their families; (iii) filming and publishing confrontations with employees to humiliate them and generate content; and (iv) making statements designed to undermine employee morale and loyalty. This conduct has caused a distrustful and hostile work environment where employees fear for their safety.

180. By reason of the foregoing misconduct, Plaintiffs have been damaged in an amount to be proven at trial. Plaintiffs are entitled to an award of actual, consequential, incidental and punitive damages, including (i) lost profits and revenue; (ii) loss of customers and prospective customers; (iii) loss of franchise relationships and prospective franchisees; (iv) business disruption and operational interference; (v) damage to goodwill and reputation; (vi) employee turnover and hiring costs; (vii) increased security costs; and (viii) management distraction; (ix) legal costs and attorneys fees and other damages, in an amount not less than \$250,000, together with pre- and post-judgment interest thereon.

SEVENTH CAUSE OF ACTION
(Civil Stalking Against Schneider and Schneider Group)

181. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

182. Upon information and belief and as evidenced by the American Fork Police Report, Schneider and Schneider Group paid many of the “fans” to engage in unlawful misconduct against Plaintiffs.

183. As evidenced in the Publications, Schneider and the Schneider Group incited such third parties to harass, stalk and interfere with Plaintiffs and their business and family lives.

184. With the knowledge, support and/or ratification of co-Defendants, Schneider and the Schneider Group’s conduct constitutes stalking under Utah Code § 76-5-106.5 because they intentionally and knowingly engaged in a sustained course of conduct directed at specific persons (including Plaintiffs, their employees, franchisees and their family members) that would cause a reasonable person to suffer severe emotional distress and to fear for their safety and the safety of their family. The conduct was not isolated but constituted a pattern of repeated harassment occurring over multiple weeks and across multiple locations in multiple states, and which continues. Copies of email threats that have been received and which continue are attached as **Exhibit I**.

185. Schneider’s and the Schneider Group’s course of conduct included (i) repeatedly approaching the private residences of Plaintiffs’ employees and affiliates in American Fork, Sandy and Pleasant Grove, Utah; (ii) returning to locations after receiving explicit trespass warnings from the American Fork, Sandy, Pleasant Grove, Orem, South Jordan, Provo and Keizer Police Departments; (iii) parking outside homes and surveilling residents for extended periods; (iv) following individuals and their family members; (v) filming into residences using

concealed cameras; (vi) making repeated contact attempts with family members, including children; (vii) impersonating delivery personnel to gain access to residences and obtain signatures under false pretenses; (viii) impersonating religious congregation members to lure residents out of their homes; (ix) impersonating investigators and officers of the court; (x) placing defamatory signs and banners in residential neighborhoods; (xi) repeatedly calling Plaintiffs' employees on their personal phones after being told to stop; and (xii) making public statements threatening to “**ruin**” Plaintiffs' lives and to “**stop at nothing**”.

186. Schneider (and on information and belief members of the Schneider Group) has been arrested multiple times on stalking-related charges arising from this misconduct, was booked into the Utah County Jail on at least two separate occasions, was released on bail, but has continued his stalking conduct immediately upon release, has failed to appear before the Fourth Judicial District Court of Utah regarding the stalking matters on March 27, 2026, and upon information and belief, a warrant has been issued for his arrest. The fact that Schneider was arrested twice and continued his stalking conduct immediately upon each release demonstrates his willful disregard for the law and the rights of his victims.

187. Schneider's stalking conduct caused Plaintiffs, their employees, franchisees and family members to suffer severe and ongoing emotional distress, damages and losses, including (i) fear for their physical safety and the safety of their families; (ii) anxiety and psychological harm; (iii) distraction from work and inability to perform job duties; (iv) changes in daily routines to avoid Schneider and Schneider Group; (v) implementation of heightened security measures at homes and workplaces; (vi) avoidance of certain locations; (vii) obtaining police assistance on numerous occasions and (viii) legal fees and expense. Innocent family members, including children, have been traumatized by co-Defendants' conduct.

188. By reason of the foregoing and malicious misconduct, Plaintiffs are entitled to an award against co-Defendants respecting all applicable civil remedies under Utah Code § 76-5-106.5 and common law, including an award of actual, consequential and incidental damages, including damages for emotional distress, fear, anxiety, security costs, lost productivity, and interference with daily life, in an amount to be proven at trial, together with pre- and post-judgment interest thereon, plus punitive damages in an amount sufficient to punish Schneider and deter similar conduct, attorneys' fees, costs, and permanent injunctive relief prohibiting further stalking conduct.

EIGHTH CAUSE OF ACTION
(Nuisance Against Co-Defendants)

189. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

190. Co-Defendants conspired together to intentionally and maliciously engage in misconduct that resulted in a private nuisance to Plaintiffs and the general public.

191. Co-Defendants substantially and unreasonably interfered with Plaintiffs private use and enjoyment of their land when Co-Defendant's engaged in their unlawful activities, including (i) monitoring, surveilling and following Plaintiffs and their employees; (ii) threatening or communicating to or about Plaintiffs and their employees in a manner intended to frighten, intimidate or harass; (iii) making statements that Plaintiffs deserved to have their **"life ruined"** and that Schneider would do **"whatever it takes"** and **"stop at nothing"**; (iv) causing and inciting third parties to issue death, bomb and other threats of physical violence regarding Plaintiffs; and (v) disturbing the peace.

192. Such misconduct constituted a private nuisance because it substantially and unreasonably interfered with Plaintiffs' use and enjoyment of their properties, including their

store locations, corporate offices and the private residences of their employees.

193. The conduct was also a public nuisance because it unreasonably interfered with the rights of the general public, including the rights of customers to access stores without harassment, the rights of residents to enjoy their neighborhoods without defamatory signage and constant police presence, and the general peace and safety of the community.

194. By reason of the foregoing misconduct, Plaintiffs are entitled to an award against co-Defendants respecting all available civil remedies, including an award of actual, consequential, and incidental damages, including damages for business interruption, property damage, security costs, emotional distress, loss of use and enjoyment of property, in an amount not less than \$50,000, together with pre- and post-judgment interest thereon, plus punitive damages, attorneys' fees, costs, and permanent injunctive relief to abate the nuisance and prevent future harassment.

NINTH CAUSE OF ACTION (Trespass Against Schneider and Schneider Group)

195. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

196. Co-Defendants conspired together for Schneider and the Schneider Group to intentionally and unlawfully enter, trespass and remain upon Plaintiffs' store locations, corporate offices and the private residences of Plaintiffs' employees, franchisees, affiliates and innocent family members after being explicitly warned to leave as trespassers. Such trespass was willful, malicious and repeated, evidencing a deliberate disregard for Plaintiffs' property rights and the lawful orders of law enforcement.

197. With the knowledge and support of Bryan and Chrystal, Schneider and the Schneider Group continued to return to these locations after receiving explicit formal and/or

informal and written trespass warnings from multiple law enforcement agencies, including the American Fork, Sandy, Pleasant Grove, Orem, South Jordan, Provo and Keizer Police Departments and BAM. Despite being warned that he would be arrested if he returned, Schneider returned to the same locations on the same day and on subsequent days. Trespass warnings and/or orders were expanded to cover entire properties and parking facilities, yet the Schneider Group continued to violate these orders. Schneider was arrested multiple times as a result of his repeated trespass.

198. In December 2025, Schneider and a Schneider Group associate unlawfully entered BAM's corporate offices in Utah and remained on the premises after being asked to leave. They filmed without permission using concealed recording devices. During this encounter, Schneider allegedly demanded \$200,000 from Plaintiffs and stated that failure to pay would result in reputational harm and that matters would become "very bad." When directed to leave by BAM personnel, they refused. BAM contacted the Provo Police Department, initiated a report (Case No. 25PR26279) and requested criminal charges. This incident was part of the Enterprise's pattern of trespass and extortion.

199. By reason of the foregoing misconduct, Plaintiffs are entitled to an award against co-Defendants of actual, consequential and incidental damages, including damages for interference with use of property, security costs, business interruption, damage to property, costs of removing defacing and defamatory materials and emotional distress, in an amount to be proven at trial, together with pre- and post-judgment interest thereon, plus punitive damages, attorneys' fees, costs, and permanent injunctive relief prohibiting further trespass upon any of Plaintiffs' properties or the residences of their employees, franchisees or family members.

TENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress Against Co-Defendants)

200. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

201. Co-Defendants conspired together to intentionally and maliciously engage in the foregoing misconduct with the express purpose of inflicting severe emotional distress to Plaintiffs, their employees, franchisees and family members in furtherance of the Enterprise. The misconduct was extreme and outrageous, exceeding all bounds tolerated in a civilized society and going beyond all possible bounds of decency. The conduct included, but was not limited to: (i) death, bomb and other threats directed at Plaintiffs and their employees; (ii) repeated confrontations at private residences, including approaching family members and children; (iii) impersonation schemes using fake UPS uniforms, fake religious congregation members, fake Guinness World Records personnel and fake investigators to gain access to residences and workplaces; (iv) surveillance and filming into homes using concealed cameras; (v) threats to “**ruin**” Plaintiffs’ lives; (vi) statements that Schneider would “**stop at nothing**” and do “**whatever it takes**”; (vii) statements framing Plaintiffs’ options as the “**easy way**” (paying extortion) or the “**hard way**” (continued harassment and physical destruction); (viii) multiple arrests for stalking followed by immediate resumption of harassment upon release; and (ix) inciting viewers to harass, threaten and take action against Plaintiffs.

202. Following Publications and viral amplification of Schneider’s false accusations to millions of viewers, Plaintiffs and associated personnel received multiple death, bomb and other threats, including (1) a 5/21/26 threatening email stating (emphasis added): “**I got a corporation with Frenchie’s and our specialty is messing your shit right up. Would be a shame if you [f___s] got a visit from one of my Frenchies owners because I just can control what they do**

on the Frenchies level. I heard they leave the place quite messy. Hope your dickhead CEO is a strong boy”; and (2) a 5/21/26 threatening email stating (emphasis added): **“I will be mailing you guys some explosive Lego sets. Super hot items, so hot the about to go boom. Your CEO has 2 days to step down before random stores gonna get fun packages. You been warned [f___s].”** Plaintiffs reported these threats to local law enforcement agencies and the FBI. Upon information and belief, these threats were made by the Schneider Group or are a direct and foreseeable result of their incitement of their viewers against Plaintiffs.

203. The co-Defendants’ conduct was intentional and reckless, and they knew or should have known that their conduct would result in severe emotional distress to Plaintiffs, their employees, franchisees and their families. Schneider specifically stated his intent to **“ruin”** Plaintiffs’ lives and to make matters **“very bad”** for Plaintiffs. The conduct was designed to terrorize and intimidate Plaintiffs into paying extortion demands and to punish Plaintiffs for refusing to capitulate.

204. As a direct and proximate result of co-Defendants’ extreme and outrageous conduct, Plaintiffs, their employees, franchisees and family members have suffered severe emotional distress, including fear for their physical safety, anxiety and psychological harm.

205. By reason of the foregoing misconduct, Plaintiffs are entitled to an award against co-Defendants of actual, consequential and incidental damages, including damages for severe emotional distress, anxiety, fear, psychological harm, medical and counseling expenses, lost productivity, and interference with quality of life for their outrageous conduct and to deter similar conduct in the future, in an amount to be proven at trial, together with pre- and post-judgment interest thereon, plus punitive damages, attorneys’ fees, costs and permanent injunctive relief prohibiting further trespass upon any of Plaintiffs’ properties or the residences of their

employees, franchisees or family members.

ELEVENTH CAUSE OF ACTION

(Unjust Enrichment, Accounting and Disgorgement of Profits by All Co-Defendants)

206. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

207. Upon information and belief, Co-Defendants have been unjustly enriched by their wrongful racketeering and profiteering misconduct at Plaintiffs' expense, including profiting substantially from their campaign of destruction as described in this Verified Complaint, including through the Publications and related YouTube and other streamed videos, paid advertising and viewership revenue, Patreon subscriber fees, merchandise sales (including **"We Steal From Old People"** apparel and merchandise), website revenue, podcast revenue and other monetization of the defamatory content.

208. It would be inequitable for co-Defendants to retain the benefits of their wrongful conduct and any unjust enrichment, which was improperly obtained based on the misconduct alleged herein, including the tortious exploitation of Plaintiffs' name, brand and reputation. The profits derived from the defamatory campaign rightfully belong to Plaintiffs as compensation for the harm caused.

209. Plaintiffs are entitled to reimbursement of amounts by which co-Defendants were unjustly enriched, based on a requested complete accounting from co-Defendants of all profits, revenues, income and other benefits derived from their defamatory campaign during the time frame of 11/24 to date, including (i) YouTube and other video platform advertising revenue; (ii) Patreon and other subscription platform fees; (iii) merchandise sales revenue; (iv) GoFundMe and other crowdfunding proceeds; (v) sponsorship and endorsement revenue; (vi) website revenue; (vii) podcast revenue; and (viii) any other monetization of content relating to Plaintiffs.

210. By reason of the foregoing misconduct, Plaintiffs are entitled to: (i) an accounting from co-Defendants of all profits and revenues derived from the wrongful conduct; (ii) disgorgement of all such profits and revenues; (iii) a constructive trust imposed on such profits and revenues for the benefit of Plaintiffs; and (iv) such other equitable relief as the Court deems just and appropriate, together with pre- and post-judgment interest thereon, plus attorneys' fees and costs.

TWELFTH CAUSE OF ACTION
(Declaratory Relief)

211. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

212. Plaintiffs request and are entitled to declaratory relief respecting aspects of the private legal dispute between Chrystal and Bryan, including, *inter alia*, determinations that: (a) BAM and Salem Baker acquired rights in and to the assets of Salem LLC lawfully and in accordance with governing contracts and applicable laws; (b) Plaintiffs are neither parties to, nor have any contractual duty or obligation regarding, the alleged 11/22/23 *Consignment Agreement*; and (c) regarding such other legal determinations as may be requested concerning the rights of Plaintiffs under the circumstances.

THIRTEENTH CAUSE OF ACTION
(Injunctive Relief)

213. Plaintiffs incorporate the foregoing allegations as though fully set forth herein.

214. Co-Defendants conspired together to intentionally and maliciously engage in the foregoing misconduct and acted with reckless disregard of the law, the truth and the rights of Plaintiffs and innocent third parties, and the severe and foreseeable consequences of their unlawful conduct.

215. Co-Defendants' ongoing and threatened conduct constitutes a continuing course

of misconduct, harassment, defamation, trespass, nuisance, stalking and interference with Plaintiffs' business operations that has caused and will continue to cause immediate and irreparable harm to Plaintiffs. They have demonstrated, through their pattern of reckless disregard for the law, court orders, police warnings and the rights of their victims, that they will continue their unlawful conduct absent court intervention.

216. Monetary damages alone cannot remedy bomb, death and other threats, and all nature of harassment and misconduct referenced herein, including the risk of copycat harassment and misconduct against employees, franchisees, customers or their family members. The threats and ongoing misconduct have caused immediate and irreparable harm, including risk to employee safety; risk to franchisee safety; risk to customer safety; business interruption; reputational injury; increased security costs; store disruption; fear among personnel and their families and legal costs and attorneys' fees.

217. Plaintiffs are entitled to the immediate entry of a temporary restraining order, and preliminary and permanent injunctive relief against co-Defendants, their affiliates, employees, contractors, agents and representatives, prohibiting them and anyone acting in concert with him, directly or indirectly, in person, remotely or online, 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; and

- 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.
- k. Maintaining the current Publications 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 Chyrstal and the allegations of wrongdoing as described in this Verified Complaint.

PRESERVATION DEMAND

Plaintiffs demand that co-Defendants and all parties and persons acting in concert with them immediately preserve and retain all evidence relating to the matters described herein,

including but not limited to: all videos, raw footage, outtakes, communications, texts, emails, Discord/Patreon posts, YouTube comments, analytics, phone records, call logs, police communications and documents relating to BAM, the LEGO collection dispute, threats and the creation/promotion of the videos. Any destruction, alteration, or deletion of such evidence may result in sanctions, including adverse inference instructions and separate claims for spoliation.

ELECTION OF DISCOVERY TIER

Pursuant to Utah R. Civ. P. 8(a), Plaintiffs state that their claims for relief involve a request for damages in excess of \$300,000 and, therefore, qualify for Tier 3 discovery as defined in Utah R. Civ. P. 26(c)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request:

1. That a judgment be entered in their favor and against co-Defendants, jointly and severally, on each cause of action;
2. That injunctive relief be entered, including a temporary restraining order, preliminary injunction and permanent injunction prohibiting co-Defendants and anyone acting in concert with him 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; and (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;

3. That declaratory relief and a judgment relating thereto be entered as requested and, *inter alia*, declaring that: (a) Plaintiffs have acquired rights in and to the assets of Salem LLC lawfully and in accordance with governing contracts and applicable laws; (b) Plaintiffs are neither parties to, not have any contractual duty or obligation regarding the alleged 11/22/23 Consignment Agreement; and (c) regarding such other legal determinations as may be requested concerning the rights of Plaintiffs under the circumstances;

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