CASE NUMBER: 26STCP03714

Petition to Confirm Arbitration Award; Filed by: Bach Enterprises, LLC (Petitioner); Amanda Cerny (Petitioner…

CASE NAME

BACH ENTERPRISES, LLC, ET AL. VS LEMUEL PLUMMER, ET AL.

DOCUMENT FILED DATE

Sept. 29th, 2026

CASE FILING DATE

Sept. 29th, 2026

COUNTY

Los angeles county, CA

JUDGE

Rupert A. Byrdsong

CATEGORY

Petition to Compel/Confirm/Vacate Arbitration (General Jurisdiction)

STATUS

Pending

trellis.law/doc/292933455/petition-to-confirm-arbitration-award-filed-by-bach-enterprises-llc-petitioner-amanda-cerny-petitioner-destorm-power-petitioner-as-to-lemuel-plummer-respondent-zeus-networks-llc-respondent

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
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ATTORNEY FOR *(name)*: BACH ENTERPRISES, LLC; AMANDA CERNY; DESTORM POWER

FOR COURT USE ONLY

Electronically FILED by Superior Court of California, County of Los Angeles 9/29/2026 3:11 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Ruiz, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Stanley Mosk Courthouse

PETITIONER: BACH ENTERPRISES, LLC; AMANDA CERNY; DESTORM POWER
RESPONDENT: LEMUEL PLUMMER; ZEUS NETWORKS, LLC

PETITION TO [x] CONFIRM [ ] CORRECT [ ] VACATE CONTRACTUAL ARBITRATION AWARD

Jurisdiction *(check all that apply):*
[ ] **Action is a limited civil case** (does not exceed $35,000)
Amount demanded [ ] does not exceed $10,000
[ ] exceeds $10,000
[x] **Action is an unlimited civil case** (exceeds $35,000)

CASE NUMBER:
26STCP03714

NOTICE: You may use this form to request that the court confirm, correct, or vacate an award in an arbitration conducted pursuant to an agreement between the parties that is subject to Code of Civil Procedure section 1285 et seq. and that does not involve an attorney-client fee dispute. If you are requesting court action after an attorney-client fee arbitration award, please read Alternative Dispute Resolution form ADR-105, *Information Regarding Rights After Attorney-Client Fee Arbitration.*

1. **Petitioner and respondent.** Petitioner *(name each):*
BACH ENTERPRISES, LLC; AMANDA CERNY; DESTORM POWER

alleges and requests relief against respondent *(name each):*
LEMUEL PLUMMER; Nominal Respondent ZEUS NETWORKS, LLC

2. **Contractual arbitration.** This petition requests the court to confirm, correct, or vacate an award in an arbitration conducted according to an agreement between the parties that is subject to Code of Civil Procedure section 1285 et seq.

3. Pending or new action.
a. [ ] A court case is already pending, and this is a petition filed in that action. *(If so, proceed to item 4.)*
b. [x] This petition commences a new action. *(If so, complete items 3b(1) through 3b(4).)*

(1) **Petitioner's capacity.** Each petitioner named in item 1 is an individual,
[x] except petitioner *(state name and complete one or more of the following)* BACH ENTERPRISES, LLC
(a) [x] is a corporation qualified to do business in California.
(b) [ ] is an unincorporated entity *(specify):*
(c) [ ] is a representative *(specify):*
(d) [x] is *(specify other capacity):* a Florida limited liability company registered to do business in California

(2) **Respondent's capacity.** Each respondent named in item 1 is an individual,
[x] except respondent *(state name and complete one or more of the following)* Zeus Networks, LLC
(a) [ ] is a business organization, form unknown.
(b) [ ] is a corporation.
(c) [ ] is an unincorporated entity *(specify):*
(d) [ ] is a representative *(specify):*
(e) [x] is *(specify other capacity):* a Delaware limited liability company registered to do business in California

Form Approved for Optional Use
Judicial Council of California
ADR-106 [Revised January 1, 2024]

PETITION TO CONFIRM, CORRECT, OR VACATE CONTRACTUAL ARBITRATION AWARD
(Alternative Dispute Resolution)

Code of Civil Procedure, § 1285 et seq.

PETITIONER: BACH ENTERPRISES, LLC; AMANDA CERNY; DESTORM POWER RESPONDENT: LEMUEL PLUMMER; ZEUS NETWORKS, LLC	CASE NUMBER:

3. b. (3) **Amount or property in dispute.** This petition involves a dispute over *(check and complete all that apply)*
   (a) [x] the following amount of money *(specify amount):* $ 13,779,781.25
   (b) [ ] property *(if the dispute involves property, complete both of the following)*
   (i) consisting of *(identify property in dispute)*:
   (ii) having a value of *(specify value of property in dispute)*: $
   (4) [x] **Venue.** This court is the proper court because *(check (a) or (b))*:
   (a) [x] this is the court in the county in which the arbitration was held.
   (b) [ ] the arbitration was not held exclusively in any county of California, or was held outside of California, **and** *(check one or more of the following)*:
   (i) [ ] this is the court in the county where the agreement was made.
   (ii) [x] this is the court in the county where the agreement is to be performed.
   (iii) [ ] the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county *(name of party):*
   (iv) [ ] the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.

4. **Agreement to arbitrate.**
   a. **Date**. Petitioner and respondent entered into a written agreement on or about *(date):* October 26, 2018
   b. [x] **Attachment.** A copy of the agreement is submitted as Attachment 4(b) and incorporated herein by this reference.
   c. **Arbitration provision.** Paragraph 11.4 of the agreement provides for arbitration of disputes arising out of the agreement as follows *(either copy the arbitration provision in full or summarize the provision):*
   The agreement requires arbitration for "[a]ny controversy, dispute or claim arising out of or in connection with th[e] Agreement, or the breach, termination, or validity" of the Agreement.

5. **Dispute subject to arbitration.** A dispute arose between petitioner and respondent concerning the following matter covered by the agreement to arbitrate *(summarize the dispute):*
   Respondent Plummer, as CEO and Manager of Nominal Respondent Zeus ("Zeus"): (i) failed to maintain the books and records of Zeus; (ii) refused to provide Zeus' financial records to Claimants, all of which are Members of Zeus; (iii) spent substantial funds belonging to Zeus for his own personal benefit; (iv) spent Zeus' funds for nonbusiness purposes; (v) paid himself an unauthorized and excessive salary; and (vi) failed to make member distributions to Claimants.

6. **Arbitrator.** The following person was duly selected or appointed as arbitrator *(name of each arbitrator):*
   William D. Johnston; Hon. Stephen Kane (retired); Glenn J. Waldman

7. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete both of the following)*:
   a. **Date** *(each date of arbitration):* Jul8-11;Jul28-Aug1, 2025
   b. **Location** *(city and state where arbitration was conducted)*:
   Virtual

8. **Arbitration award.**
   a. **Date of award.** The arbitration award was made on *(date):* 04/24/2026
   b. **Terms of award.** The arbitration award *(check one or more of the following)*
   (1) [x] requires [ ] petitioner [x] respondent to pay the other party this amount: $ 13,779,781.25
   (2) [ ] requires neither party to pay the other anything.
   (3) [x] is different as to different petitioners and respondents.
   (4) [x] provides *(specify other terms or check item 8(c) and attach a copy of the award):*
   See Award attached.
   c. [x] **Attachment of Award.** A copy of the award is submitted as Attachment 8(c).

9. **Service of award.**
   a. The signed award or an accompanying document indicates that the award was served on petitioner on *(date):*4/24/2026
   b. [ ] Petitioner alleges that a signed copy of the award was actually served on *(date)*:

PETITIONER: BACH ENTERPRISES, LLC; AMANDA CERNY; DESTORM POWER RESPONDENT: LEMUEL PLUMMER; ZEUS NETWORKS, LLC	CASE NUMBER:

10. **Petitioner requests that the court** *(check all that apply)*

a. [x] **confirm the award, and enter judgment according to it.**

b. [ ] **correct the award and enter judgment according to the corrected award, as follows:**

(1) The award should be corrected because *(check all that apply)*

(a) [ ] the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.

(b) the arbitrator exceeded his or her authority.

(c) the award is imperfect as a matter of form.

(2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows *(if additional space is required, check here* [ ] *and submit facts on an attachment labeled 10b(2)):*

(3) The award should be corrected as follows *(if additional space is required, check here* [ ] *and describe requested correction on an attachment labeled 10b(3)):*

c. [ ] **Vacate (cancel) the award.**

(1) The award should be vacated because *(check all that apply)*

(a) [ ] the award was obtained by corruption, fraud, or other unfair means.

(b) [ ] an arbitrator was corrupt.

(c) [ ] the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.

(d) [ ] the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.

(e) [ ] the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.

(f) [ ] an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.

(g) [ ] an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.

(2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows *(if additional space is required, check here* [ ] *and submit facts on an attachment labeled 10c(2)):*

(3) Petitioner [ ] does [ ] does not request a new arbitration hearing.

d. [ ] **Award petitioner interest** from *(date)*:

(1) [ ] at the statutory rate.

(2) [ ] at rate of _____% per year.

e. [x] **Award petitioner costs of suit**

(1) [ ] in the amount of: $

(2) [x] according to proof.

f. [x] **Award petitioner attorney fees incurred in this action** *(check only if attorney fees are recoverable in this action according to statute or the parties' agreement)*

(1) [ ] in the amount of: $

(2) [x] according to proof.

g. [x] **Award petitioner the following other relief** *(describe relief requested; if additional space is required, check here* [x] *and describe relief on an attachment labeled 10g):*

11. **Pages and attachments.** *Number of pages attached:* 82

Date: September 29, 2026

Karen An
(TYPE OR PRINT NAME)

(SIGNATURE OF PETITIONER OR ATTORNEY)

Attachment 4(b)

ZEUS NETWORKS, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "**Agreement**"), dated as of October 26, 2018, is by and among each of the persons listed on the signature page hereof (individually referred to as a "**Member**" and collectively as the "**Members**").

WITNESSETH:

WHEREAS, the Certificate of Formation for Zeus Networks, LLC (the "**Company**"), a limited liability company organized under the laws of the State of Delaware, was filed with the Secretary of State of Delaware on March 1, 2018;

WHEREAS, the Limited Liability Company Operating Agreement (the "**Initial Operating Agreement**") was adopted, approved and executed on August 31, 2018; and

WHEREAS, the Members desire to amend and restate this Agreement as set forth herein;

NOW, THEREFORE, the Members hereby agree as follows:

ARTICLE ONE
DEFINITIONS

One.1 The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article One.

One.1.1 "**Adjusted Capital Account**" shall mean the balance in the Capital Account maintained for each Member as of the end of each fiscal year as adjusted under Section 3.2 hereof, and further (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

One.1.2 "**Adjusted Capital Account Deficit**" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the relevant fiscal year.

One.1.3 "**Affiliate**" shall mean with respect to any Person (i) a Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such Person, or (ii) a Person's spouse, child, parent or grandchild or trust for the benefit of such Person or Persons. For these purposes, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person whether through the ownership of voting securities, by contract, as an officer or director of such Person, or otherwise.

One.1.4 "**Available Cash**" shall mean cash on hand less a reasonable reserve for debts, including any loans made by a Member and liabilities due and payable, operations, and any contingencies, as reasonably determined by the Manager.

One.1.5 "**BBK**" shall mean BBK Investment Ventures, LLC.

One.1.6 "**Capital Account**" shall have the meaning set forth in Section 3.2.

One.1.7 "**Capital Contribution**" shall mean the amount of cash and the fair market value of any property or asset (other than cash) that a Member contributes or is deemed to have contributed to the Company pursuant to Section 3.1.

One.1.8 "**Certificate of Formation**" shall mean the Company's Certificate of Formation as filed with the Secretary of State, as it may be amended, supplemented, or restated from time to time.

One.1.9 "**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of any succeeding law).

One.1.10 "**Company**" shall have the meaning set forth in the preamble to this

EXHIBIT
J28

Agreement.

One.1.11 "**Depreciation**" shall mean, with respect to each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to a Company asset for such year or other period, except that, if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; *provided, however*, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such asset for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

One.1.12 "**Gross Asset Value**" shall mean, with respect to any asset, the adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager, at the time of such contribution;

(b) the Gross Asset Values of all Company assets may, in the sole discretion of the Manager, be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution, (B) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for an interest in the Company; (C) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and (D) in connection with the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity or by a new Member acting in a Member capacity or in anticipation of becoming a Member;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Manager; and

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided, however*, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (b) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b), or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Losses.

One.1.13 "**Indemnified Person**" shall have the meaning set forth in Section 4.2.

One.1.14 "**LLC Act**" shall mean the Delaware Limited Liability Company Act, 6 Del. Code, Section 18-101, *et. seq.*, as it may be amended from time to time, and any successor to said law.

One.1.15 "**Manager**" shall have the meaning set forth in Section 2.6.1.

One.1.16 "**Member**" or "**Members**" shall have the meaning set forth in the preamble to this Agreement.

One.1.17 "**Members' Invested Capital**" with respect to any date, shall mean the Capital Contributions that the Members shall have made in cash hereunder to such date, less distributions of funds made to the Members through such date; *provided*, that when used with respect to an individual Member, such term shall refer to each Member's Capital Contribution that has been paid in cash to such date less distributions of funds made to such Member through such date.

One.1.18 "**Net Income**" or "**Net Losses**" shall mean with respect to each fiscal year or other period, an amount equal to the Company's income or loss, as the case may be, for such fiscal year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be separately stated pursuant to Code Section 703(a)(i) shall be included in such taxable income or loss), together with the following adjustments (without duplication):

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or

treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Income or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss in the year paid, and shall not be taken into account in any other year; and

in the event the Gross Asset Value of any Company property is adjusted pursuant to paragraphs (b) or (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as a gain or loss on the disposition of such property for purposes of computing Net Income and Net Loss,

(c) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or taxable loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation herein;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the property's Gross Asset Value, notwithstanding that the adjusted tax basis of such property may differ from its Gross Asset Value,

(e) notwithstanding any other provision of this definition of Net Income and Net Losses, any items comprising the Company's Net Income or Net Losses that are allocated pursuant to Section 6.2 shall not be taken into account in computing Net Income or Net Losses.

One.1.19 "**Ownership Change**" shall have the meaning set forth in Section 6.4.2.

One.1.20 "**Partnership Representative**" shall have the meaning set forth in Section 10.6

One.1.21 "**Percentage Interest**" shall mean the percentage interest of each Member as set forth on Schedule A hereto, respectively.

One.1.22 "**Permitted Acts of the Managers**" shall have the meaning set forth in Section 2.6.3.

One.1.23 "**Person**" shall mean any individual, partnership, corporation, limited liability company, unincorporated organization, association, trust or other entity.

One.1.24 "**Proceeding**" shall have the meaning set forth in Section 4.2.

One.1.25 "**Regulatory Allocations**" shall have the meaning set forth in Section 6.2.6.

One.1.26 "**Revised Partnership Audit Rules**" shall mean the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by P.L. 114 74, the Bipartisan Budget Act of 2015 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof) or any similar procedures established by a state, local, or non-U.S. taxing authority.

One.1.27 "**Sale of the Company**" shall mean (unless Members providing Supermajority Approval elect otherwise by written notice sent to the Company at least thirty (30) days prior to the effective date of any such event) (i) a merger or consolidation (other than one in which Members of the Company that own a majority of the Common Units of the Company prior to the event own a majority by voting power of the outstanding voting power of the surviving or resulting entity) or (ii) a sale, lease, exclusive license, transfer or other disposition of all or substantially all of the assets or intellectual property rights of the Company (including any transaction in which all or substantially all of the Company's assets or intellectual property rights are sold or exclusively licensed to a third party).

One.1.28 "**Secretary of State**" shall mean the Delaware Secretary of State.

One.1.29 "**Supermajority Approval**" shall mean the written consent of Members holding sixty-six percent (66%) of the Percentage Interests of Common Units.

One.1.30 "**Treasury Regulations**" shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

One.1.31 "**Unit**" shall mean a limited liability company interest in the Company held by a Member. The number of Units held by each Member are as set forth on Schedule A hereto, as it may be amended from time to time in accordance with the terms of this Agreement.

ARTICLE TWO
ORGANIZATION

Two.1 **Formation.** The Members have formed a limited liability company pursuant to the provisions of the LLC Act and this Agreement. The Company commenced upon the filing of the Certificate of Formation with the Secretary of State.

Two.2 **Name.** The name of the Company shall be "Zeus Networks, LLC".

Two.3 **Purposes.** The Company was formed to engage in any lawful act or activity for which limited liability companies may be organized under the laws of Delaware.

Two.4 **Duration.** The term of the Company shall commence on the date that the Certificate of Formation is filed with the Office of the Secretary of State and shall continue in full force and effect until terminated by the Manager as provided elsewhere in this Agreement.

Two.5 **Members; Units; Percentage Interests.**

Two.5.1 The Company shall have one class of Units, which are designated as Common Units. The Members of the Company, their respective Common Units, and their respective Capital Contributions and Percentage Interests are listed on Schedule A attached hereto.

Two.5.2 Subject to Section 2.6.2, upon the prior written consent of the Manager, additional Members may be admitted to the Company as provided for in this Agreement. Unless named in this Agreement, or unless admitted to the Company as a substituted or new Member as provided herein, no Person shall be considered a Member, and the Company need deal only with the Members so named and so admitted.

Two.5.3 The Company shall not be required to hold annual or other meetings of the Members. Subject to the foregoing, a meeting of the Members may be called at any time by any Member or Members holding at least ten percent (10%) of the Percentage Interests of Common Units. If called, meetings of Members shall be held at the Company's principal place of business, unless otherwise agreed to by all Members. Not less than three (3) days nor more than twenty (20) days before each meeting, the Manager shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of notice that is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. At a meeting of the Members, the presence in person or by proxy of Members holding a majority of the Percentage Interests of Common Units shall constitute a quorum. A Member may vote either in person or by written proxy signed by the Member or by its duly authorized attorney-in-fact, which proxy shall be valid only if filed with the Company prior to the commencement of voting on the matter in regard to which such proxy is to be voted; provided, that, the proxy granted by BBK to Lemuel Plummer pursuant to Section 2.6.3 hereof shall be deemed to have been filed with the Company upon the date of the execution of this Agreement. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the proxy itself expressly provides otherwise. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Company prior to the voting of the proxy. Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can speak to and hear each other. Such participation shall constitute presence in person at the meeting. Members may act by written consent in lieu of meetings and approval of any such actions by written consent shall require the same percentage of votes as if such action was approved at a duly held meeting. Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his, her or its Membership Interest in the Company held of record on the date fixed as the record date for said meeting.

Two.5.4 Except as otherwise provided herein, each of the parties hereto shall be entitled to engage in and/or possess any interest in other businesses and investment ventures or transactions, of any nature or description, independently or with others, whether existing as of the date hereof or hereafter coming into existence, and whether or not directly or indirectly competitive with the business of the Company and no party shall be obligated to present any investment or business opportunity to the Company, even if such opportunity involves a business similar to the Company's; provided, that, Andrew Bachelor, Amanda Cerny, Lemuel Plummer and DeStorm Power, who are currently active founders of the Company, shall not found or hold an equity interest of over 9.9% in a video-on-demand business primarily focused on social media influencers competitive with the Company, whether ad-based, subscription or transactional (the "Founder Non-Compete"); provided, further, however, that the Founder Non-Compete shall terminate on August 31, 2020. For avoidance of doubt, receipt or purchase of an equity interest of less than 0.1% in a public company, regardless of the nature of such public company's business, shall not be deemed to be a breach of this Section 2.5.4.

Two.6 **Management.**

Two.6.1 The business, operations and affairs of the Company shall be managed by a Manager. The Members have agreed that Lemuel Plummer is the Manager, Chief Executive Officer of the Company and President of the Company. DeStorm Power is co-President. Andrew Bachelor, Amanda Cerny, Shane Norman, Lemuel Plummer and DeStorm Power are the "Founding Partners." The titles of

Andrew Bachelor, Amanda Cerny and/or Shane Norman are to be discussed in good faith between the Company and each of Andrew Bachelor, Amanda Cerny and/or Shane Norman. Additional cash compensation for the services of the Founding Partners, to the extent that the Company has revenues and/or financing to provide such compensation, shall be discussed in good faith by the Company and such Members. If the Manager withdraws, resigns, dies or is disabled, a successor Manager shall be promptly appointed by vote of holders of a majority of the Percentage Interests of the Common Units.

Two.6.2 The Manager shall not undertake any of the following actions without Supermajority Approval:

(a) Amend the Certificate of Formation;

(b) Amend this Agreement, including by adding new Members, in any respect that alters the Percentage Interests of a Member;

(c) Enter into any debt or equity financing transaction;

(d) Approve a Sale of the Company; or

(e) Approve a liquidation, dissolution or winding up of the Company, or any bankruptcy proceedings.

Notwithstanding anything to the contrary expressed or implied herein, the Company shall take no action that materially or adversely affects the rights or benefits of a Member under this Agreement in a manner that is disproportionate to the other Members without such Member's prior written consent; provided, that (i) the addition of new Members which alters the Percentage Interest of all Members proportionately and (ii) (x) the amendment of this Agreement in connection with a financing and (y) the approval of a Sale of the Company, which in the case of (x) and (y) do not discriminate against a particular Member by their terms, shall not be deemed to materially or adversely affect the rights or benefits of a Member under this Agreement in a manner that is disproportionate to the other Members.

Two.6.3 BBK hereby constitutes and appoints as its proxy Lemuel Plummer and hereby grants a power of attorney to Lemuel Plummer, with full power of substitution, with respect to votes presented for approval to the Members, and hereby authorizes Lemuel Plummer to represent and vote all of BBK's Common Units. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the Members in this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates.

Two.6.4 The Manager shall not be liable, responsible or accountable in damages or otherwise to the Company or any of its Members for any failure to take any action or the taking of any action within the scope of authority conferred on them by this Agreement made in good faith ("**Permitted Acts of the Manager**"). A Manager, however, may be liable, responsible and accountable in damages to the Company and the Members for any acts performed by such Manager arising out of or resulting from the fraud, criminal action or bad faith of such Manager. Nothing in this paragraph shall be deemed to make the Manager liable, responsible or accountable to persons other than the Company or the Members.

Two.7 **Agent**. The Company shall maintain a registered agent in the State of Delaware at all times.

ARTICLE THREE
MEMBERSHIP CAPITAL; CAPITAL ACCOUNTS

Three.1 **Membership Capital**. Upon execution of this Agreement, each Member shall contribute to the capital of the Company the amounts set forth on Schedule A attached hereto, to the extent such capital has not already been contributed prior to execution.

Three.2 **Capital Accounts**. An individual capital account (the "**Capital Account**") shall be maintained for each Member in accordance with the following provisions.

Three.2.1 The initial Capital Account of each Member shall be the amount contributed by such Member to the Company as set forth on Schedule A. Following the date hereof, each Member's Capital Account shall be credited with (1) the amount of additional cash contributions made by such Member to the Company, if any; and (2) the amount of such Member's allocable share of Net Income and any items of Company income and gain that are specially allocated to such Member pursuant to Article Six hereof. With respect to clause (1) of the prior sentence, no Member's Percentage Interest shall be reduced due to additional cash contributions made by another Member to the Company without each Member's consent except in connection with a bona fide financing of the Company approved pursuant to Section 2.6.2.

Three.2.2 Each Member's Capital Account shall be charged with (1) the amount of cash distributed to such Member by the Company (other than cash distributed in repayment of any loan by such Member to the Company or as payment of interest thereon), and (2) the amount of such Member's allocable share of Net Losses and any items of Company loss and deduction that are specially allocated to

such Member pursuant to Article Six hereof.

Three.2.3 In the event that any Unit in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

Three.2.4 The Company may revalue Company property as permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the event of such a revaluation, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f) and (g).

Three.2.5 The foregoing provisions and the other provisions of the Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

Three.2.6 If and to the extent that a Member has provided the Company with use of such Member's personal property and equipment, the Company will record and keep track of such property and equipment but the Company will not pay the contributing Member for the value of such property and equipment; provided, that, certain of the capital contributions by Members set forth on Schedule A may be deemed to be include contributions of property and equipment made by such Members or their Affiliates.

ARTICLE FOUR
MEMBERS NOT LIABLE FOR COMPANY LOSSES

Four.1 **Limitations on Liabilities.** Except as expressly provided under the LLC Act and in this Section 4.1, the Members shall have no personal liability for the losses, debts, claims, expenses, or encumbrances of or against the Company or its property.

Four.2 **Right to Indemnification.**

Four.2.1 Subject to the limitations and conditions provided for in this Article Four and the LLC Act, each Person (an "**Indemnified Person**") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "**Proceeding**"), or any appeal in such a Proceeding, by reason of the fact that he or she was or is a Member, Manager, or an officer of the Company, or he or she was or is the legal representative of or an Affiliate or a manager, director, officer, partner, venture partner, proprietor, trustee, employee, agent or similar functionary of a Member or Manager, or was a signatory to the Certificate of Formation filed with the Secretary of State, shall be indemnified by the Company against any and all judgments, penalties (including excise and similar taxes and punitive damages), losses, damages, claims, fines, settlements, costs, and expenses (including, without limitation, reasonable attorneys' fees) as and when incurred, by such Indemnified Person in connection with such Proceeding to the fullest extent permitted by law. Any indemnity provided in this Agreement shall be paid out of Company assets or insurance proceeds only. No Member shall be required to make a loan to satisfy the Company's indemnity obligation. Notwithstanding the foregoing, if any Person indemnifies any representative of this Company in their capacity as such, the indemnity of such Person shall be senior to the indemnity provided herein; and the indemnity provided by this Company herein shall only be available to the extent that the indemnity from such Person is not valid or collectible.

Four.2.2 Each Member agrees to indemnify and hold harmless the Company and each other Member from all liabilities related to such Member as described in Section 10.6(vi) and such indemnification shall survive indefinitely and shall not terminate without regard to any transfer of a Member's interest, withdrawal as a Member, or liquidation, dissolution, or termination of the Company.

Four.2.3 Furthermore, the Company agrees to indemnify, out of the assets of the Company only, the Partnership Representative to the fullest extent permitted by law and to hold them harmless from and in respect of all reasonable fees, costs, and expenses (including reasonable attorneys' fees) as and when incurred in connection with or resulting from (x) any claim, action, proceeding or demand, whether judicial, administrative, investigative or otherwise against the Partnership Representative, as applicable, that arise out of or in any way relate to the Partnership Representative's status as Partnership Representative for the Company, and (y) such claims, actions, proceedings and demands and any losses costs, expenses, fines or damages resulting from such claims, actions, proceedings and demands, including amounts paid in settlement or compromise (if recommended by one or more attorneys for the Company) of any such claim, action, proceeding or demand. Notwithstanding the foregoing, no amounts shall be paid or payable by the Company to the Partnership Representative in accordance with this Section 4.2.3 if it shall be determined by final judgment or other final adjudication (in either case, without regard to the availability of appeals) that the Partnership Representative's conduct constituted fraud or intentional wrongdoing.

Four.3 **Survival.** Indemnification under this Article Four shall continue as to a Person who has ceased to serve in the capacity that initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article Four shall be deemed contract rights, and no amendment, modification or repeal of this Article Four shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

Four.4 **Insurance**. The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss.

ARTICLE FIVE
DISTRIBUTIONS

Five.1 **Distributions Generally**. The Manager, in his sole discretion based on his evaluation of the business needs of the Company, shall determine the amount, if any, of Available Cash or other property available for distribution to Members and the timing of such distributions. After any payments required pursuant to Section 5.3, any amounts of Available Cash or other property shall be distributed to and among the Members in accordance with their Percentage Interests.

Notwithstanding anything to the contrary contained in this Section 5.1, liquidating distributions and distributions attributable to a Sale of the Company shall be made as set forth in Article Eight.

Five.2 **Non-Cash Distributions**. If any non-cash assets of the Company shall be distributed in kind, such assets shall be distributed on the basis of the then fair market value thereof.

Five.3 **Tax Distributions**. To the extent of Available Cash, the Company shall use all commercially reasonable efforts to make the payments described in this Section 5.3 to the Members prior to the due date for federal and state estimated taxes. Payments under this Section 5.3 shall be made to the Members in the amount of the excess (if any) of (a) the amounts that, in the aggregate, approximates the income taxes payable with respect to taxable income or gain allocated to the Members (as reasonably estimated by the Manager) under Article Six of this Agreement, assuming the highest combined marginal federal, state and local income tax rates then-applicable to an individual resident of Los Angeles, California ("**Assumed Income Taxes Payable**") less (b) the distributions made to the Members under Sections 5.1 and 8.2 of this Agreement. The amount of Assumed Income Taxes Payable shall take into account the type of income allocated, the amount of the deduction (if any) under Section 199A of the Code, and any previously allocated taxable losses that may offset later taxable income. Any payments to a recipient under this Section 5.3 shall be treated as an advance against, and shall reduce dollar-for-dollar, distributions otherwise to be made to such recipient under Section 5.1 or Section 8.2(d). Any payments made to a recipient pursuant to this Section 5.3 and not recovered against other distributions payable to such recipient shall constitute a debt of such recipient to the Company payable upon dissolution of the Company or such earlier time as the recipient ceases to be a Member of the Company.

Five.4 **Withholding**.

Five.4.1 The Company shall withhold from payments and distributions to a Member and remit to the appropriate government authority any amounts required to be withheld under the Code, Treasury Regulations, or state, local, or foreign tax law. All amounts so withheld shall be treated as paid or distributed, as the case may be, to the Member for all purposes of this Agreement. If the Company is negligent in its withholding and a Member is assessed any penalties, the Company shall reimburse such Member for any of such penalties.

Five.4.2 Each Member hereby agrees to indemnify and hold harmless the Company from and against any liability with respect to income attributable to or distributions or other payments to such Member. To the extent that the Code, Treasury Regulations, or state, local, or foreign tax law requires the Company to remit to a governmental authority an amount with respect to a Member that exceeds the amount then otherwise distributable to such Member, (i) the excess shall constitute a loan from the Company to such Member which shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant governmental authority, at the lesser of (a) the one-month LIBOR plus four percent (4%) or (b) the maximum legal interest rate under applicable law, compounded annually, (ii) the Company shall be entitled to collect such sum from amounts otherwise distributable to such Member under Section 5.1 or Section 8.2 of this Agreement, and (iii) the Company may exercise any and all rights and remedies to collect such sum from such Member that a creditor would have to collect a debt from a debtor under applicable law. Any payment made by a Member to the Company pursuant to this Section 5.4.2 shall not constitute a Capital Contribution.

ARTICLE SIX
ALLOCATIONS

Six.1 **Allocations of Net Income and Net Losses**. Subject to Sections 6.2 and 6.4 below, for each fiscal year, the Company's Net Profits or Net Losses shall be allocated among the Members in such a manner that, immediately after giving effect to such allocations, each Member's Capital Account balance, taking into account all contributions by such Member and distributions to such Member, equals, as nearly as possible (x) the amount of cash, if any, that would be distributed to such Member if (i) all the Company's assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704l(b)(2)(iv) ("**Book Value**")), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject, (ii) all the Company's liabilities were paid in full (limited with respect to each nonrecourse liability to the Book Value securing such liability), (iii) all the remaining cash were distributed to the Members in the order of priority set forth in Section 8.2, and (iv) all interests are vested, *minus* (y) such Member's share of partnership minimum gain (as determined under Treasury Regulation Section 1.704-2(a)) and such Member's share of partnership nonrecourse debt minimum gain (as defined in Treasury Regulation 1.704-2(i)(2)).

Six.2 **Regulatory Allocations**.

Six.2.1 Notwithstanding any other provision of this Agreement, Net Losses (or items of deduction as computed for book purposes) shall not be allocated to a Member to the extent that the Member has or would have, as a result of such allocation, an Adjusted Capital Account Deficit. Any Net Losses (or items of deduction as computed for book purposes) which otherwise would be allocated to a Member, but which cannot be allocated to such Member because of the application of the first sentence of this Section 6.2.1, shall instead be allocated to the other Members, in accordance with their respective Percentage Interests, subject to the limitation imposed by the immediately preceding sentence.

Six.2.2 In order to comply with the "qualified income offset" requirement of the Treasury Regulations under Section 704(b) of the Code, and notwithstanding any other provision of this Agreement to the contrary, except Section 6.2.3, in the event a Member for any reason (whether or not expected) has an Adjusted Capital Account Deficit, items of Net Income (consisting of a pro-rata portion of the items thereof) shall be allocated to such Member in an amount and manner sufficient to eliminate as quickly as possible the Adjusted Capital Account Deficit, provided that an allocation pursuant to this Section 6.2.2 shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article Six have been tentatively made as if this Section 6.2.2 were not in the Agreement

Six.2.3 In order to comply with the "minimum gain chargeback" requirements of Treasury Regulations Sections 1.704-2(f)(1) and 1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, in the event there is a net decrease in a Member's share of Company minimum gain (as defined in Treasury Regulations Section 1.704-2(d)(1)) and/or Member non-recourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(2)) during a Company taxable year, such Member shall be allocated items of income and gain for that year (and if necessary, for other years) as required by and in accordance with Treasury Regulations Sections 1.704-2(f)(1) and 1.704-2(i)(4) before any other allocation is made. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f)(6), 1.704-2(i)(4), and 1.704-2(j)(2).

Six.2.4 Notwithstanding any other provision of this Agreement, except Section 6.2.5, "nonrecourse deductions" (as that term is defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be allocated among the Members in accordance with Percentage Interests. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in Company profits shall be equal to his, her, or its Percentage Interest.

Six.2.5 Notwithstanding any other provision of this Agreement, all items of deduction and loss that, pursuant to Treasury Regulations Section 1.704-2(i), are attributable to a nonrecourse debt for which a Member (or a Person related to such Member under Treasury Regulations Section 1.752-4(b)) bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2), shall be allocated to such Member as required by Treasury Regulations Section 1.704-2(c).

Six.2.6 The allocations set forth in Section 6.2 (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction in accordance with this Section 6.2.6. Therefore, notwithstanding any other provision of this Section 6.2 (other than the Regulatory Allocations), offsetting special allocations of Company income, gain, loss, or deduction, shall be made in whatever manner is appropriate shall be made so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement. In making such offsetting allocations, there shall be taken into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

Six.3 **Tax Allocations**. Except as otherwise provided in this Section 6.3, each item of income, gain, loss, and deduction of the Company for federal income tax purposes shall be allocated among the Members in the same manner as such items are allocated for book purposes under this Article Six. In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value. Allocations pursuant to this Section 6.3 are solely for purposes of federal, state and local taxes. As such, they shall not affect or in any way be taken into account in computing a Member's Capital Account or share of profits, losses, or other items of distributions pursuant to any provision of this Agreement.

Six.4 **Other Allocation Rules**.

Six.4.1 Each separate item of income, deduction, gain and loss of the Company shall be allocated among the Members in the same proportion as the portion of the total Net Income or Net Losses

for the period which is credited or charged to the Capital Account of each Member bears to the total Net Income or Net Losses for such period.

Six.4.2 If the Common Units of the Members change during a year, then, unless otherwise determined by the Manager, Net Income or Net Losses for such year shall be allocated among the Members for the periods before and after the date on which the change in Common Units (hereinafter called an "**Ownership Change**") became effective, based on an interim closing of the books. For purposes of this Section 6.4.2, an Ownership Change shall be effective (1) on the last day of the calendar month immediately preceding the calendar month in which the Ownership Change occurred, if the Ownership Change occurred on or before the fifteenth (15th) day of such calendar month, or (2) on the last day of the calendar month in which the Ownership Change occurred, if the Ownership Change occurred after the fifteenth (15th) day of such calendar month. This Section 6.4.2 shall apply both for purposes of computing a Member's Capital Account and for allocation purposes.

ARTICLE SEVEN
TRANSFERS OF INTERESTS; ADMISSION OF ADDITIONAL MEMBERS; ADDITIONAL RIGHTS OF MEMBERS

Seven.1 **Transfers of Common Units.** Until August 31, 2020, no Member shall have the right to sell, transfer, assign, encumber or otherwise dispose of, directly or indirectly, all or any portion of his Common Units in the Company, except with Supermajority Approval. Notwithstanding the foregoing, a Member may sell, transfer, assign, encumber or otherwise dispose of all or a portion of his, her or its Common Units to an Affiliate of such Member without Supermajority Approval; *provided*, that such Affiliate assignee complies with the provisions of Section 7.2 hereunder.

Seven.2 **Substitute Members.** Anything to the contrary contained in this Agreement notwithstanding, the assignee of a Unit shall have the right to become a substituted Member in the Company only if the assignee agrees in writing to be bound by the terms of this Agreement and the Certificate of Formation and the assignee pays the reasonable costs incurred by the Company in preparing and recording any necessary amendments to this Agreement and the Certificate of Formation, unless otherwise waived by consent of the Manager.

Seven.3 **Preemptive Rights**

Seven.3.1 The Company shall not issue or sell for consideration (an "**Issuance**") any Common Units (collectively, "**New Units**") unless, not less than thirty (30) days prior to such Issuance, the Company gives each Member and their respective successors and assigns, written notice of the Issuance (including the price, the purchaser or purchasers thereof and the other terms thereof) and grants to each such Member the right (the "**Right**") to subscribe for and purchase an amount equal to the number of New Units multiplied by each Member's Percentage Interest (prior to taking into account the Issuance), at the same price and on the same terms to be issued in the Issuance. The Right may be exercised by each such Member at any time by written notice to the Company received by the Company within fifteen (15) days after receipt of notification by such Member from the Company of the Issuance. The closing of the purchase and sale pursuant to the exercise of the Right shall occur at least ten (10) days after the Company receives notice of the exercise of the Right and concurrently with the closing of the Issuance.

Seven.3.2 If all New Units referred to in the written notice are not elected to be purchased or acquired as provided in Section 7.3.1, the Company may, during the one hundred twenty (120) day period following the expiration of the periods provided in Section 7.3.1, offer and sell the remaining unsubscribed portion of such New Units to any Person or Persons at a price not less than, and upon terms no more favorable than, those specified in the written notice, as applicable to the Members. If the Company does not enter into an agreement for the sale of the New Units within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the Right shall be deemed to be revived and such New Units shall not be offered unless first reoffered to the Members in accordance with this Section 7.3.

Seven.3.3 Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Section 7.3, the Company may elect to give notice to the Members within thirty (30) days after the issuance of New Units. Such notice shall describe the type, price, and terms of the New Units. Each Member shall have twenty (20) days from the date notice is given to elect to purchase up to the number of New Units equal to the amount such Member would have had the right to purchase if such offer was made prior to such issuance calculated as set forth in Section 7.3.1. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Members.

Seven.4 **Access to Facilities.** Upon reasonable advance request, any Member with a Percentage Interest of Common Units of at least four percent (4%), will, during normal business hours, be granted reasonable access to Company facilities to inspect and copy the contents of the Company's financial statements, books or records, and the Company's management will work with such Member to determine a time for access that is mutually convenient for all parties; provided, however, that the Company shall not be obligated pursuant to this Section 7.4 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

Seven.5 **Right of First Refusal**. In addition to the other limitations and restrictions set forth in this Section 7, no Member shall transfer all or any portion of its Common Units (the "**Offered Units**") unless such Member (the "**Seller**") first offers to sell the Offered Units pursuant to the terms of this Section 7.5; provided, that, transfers of Affiliates of such Members which are not directly competitive with the Company shall not be subject to this Section 7.5

Seven.5.1 Limitation on Transfers.

(a) No transfer may be made under this Section 7.5 unless the Seller has received a bona fide written offer (the "**Purchase Offer**") from a Person (the "**Purchaser**") to purchase the Offered Units for a purchase price (the "**Offer Price**"), denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the business day following the end of the Offer Period.

(b) Notwithstanding any other provisions of this Section 7, no transfer may be made if such transfer would cause the Company to lose its status as a "partnership" for federal income tax purposes, constitute a transaction effected through an "established securities market" within the meaning of Treasury Regulation Section 1.7704-1(b) or otherwise cause the Company to be a "publicly traded partnership" within the meaning of Section 7704 of the Code.

Seven.5.2 Offer Notice. Prior to making any transfer that is subject to the terms of this Section 7.5, the Seller shall give to the Company and all other Members written notice (the "**Offer Notice**") that shall include a copy of the Purchase Offer and an offer (the "**Firm Offer**") to sell the Offered Units to the Company for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer; provided that the Firm Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Units) to be provided by the Purchaser for any deferred portion of the Offer Price.

Seven.5.3 Offer Period. The Firm Offer shall be irrevocable for a period (the "**Offer Period**") ending at 11:59 P.M., local time at the Company's principal place of business, on the forty-fifth (45th) day following the day of the Offer Notice.

Seven.5.4 Acceptance of Firm Offer. At any time during the Offer Period, the Company may accept the Firm Offer as to all or any portion of the Offered Units, by giving written notice of such acceptance to the Seller and each Member, which notice shall indicate the maximum number of Common Units that the Company is willing to purchase.

Seven.5.5 Closing of Purchase Pursuant to Firm Offer. In the event that the Firm Offer is accepted, the closing of the sale of the Offered Units shall take place within thirty (30) days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and the Company shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Units pursuant to the terms of the Firm Offer and this Section 7.5.

Seven.5.6 Sale Pursuant to Purchase Offer if Firm Offer Rejected. If the Firm Offer is not accepted in total in the manner hereinabove provided, the Seller may sell the Offered Units not so purchased to the Purchaser at any time within sixty (60) days after the last day of the Offer Period; provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and; provided, further, that such sale complies with other terms, conditions, and restrictions of this Agreement that are not expressly made inapplicable to sales occurring under this Section 7.5. In the event that the Offered Units are not sold in accordance with the terms of the preceding sentence, the Offered Units shall again become subject to all of the conditions and restrictions of this Section 7.5.

Seven.6 **Tag-Along Rights**

Seven.6.1 Exercise of Right. In connection with any proposed transfers subject to Section 7.5, if any Offered Units are not purchased pursuant to Section 7.5 above and thereafter are to be sold to a Purchaser, or in connection with any proposed transfer of at least fifty percent (50%) of all Common Units, each Member (each, a "**Qualified Member**") may elect to exercise its right to participate ("**Tag-Along Right**") on a pro rata basis in the sale of the Offered Units as set forth in Section 7.6(b) below and, subject to Section 7.6(d), otherwise on the same terms and conditions specified in the Offer Notice. Each eligible Member who desires to exercise its Tag-Along Right (each, a "**Participating Member**") must give the selling Member written notice to that effect within fifteen (15) days after the end of the Offer Period, and upon giving such notice such Participating Member shall be deemed to have effectively exercised the Tag-Along Right.

Seven.6.2 Units Includable. Each Participating Member may include in the sale of

Offered Units all or any part of such Participating Member's Common Units equal to the product obtained by multiplying (i) the aggregate number of Offered Units (excluding Common Units purchased by the Company pursuant to Section 7.5) by (ii) a fraction, the numerator of which is the number of Common Units owned by such Participating Member immediately before consummation of the sale of Offered Units and the denominator of which is the total number of Common Units owned, in the aggregate, by all Participating Members immediately prior to the consummation of the sale of Offered Units, plus the number of Common Units held by the Seller. To the extent one (1) or more of the Participating Members exercise such Tag-Along Right in accordance with the terms and conditions set forth herein, the number of Offered Units that the Seller may sell in the proposed sale shall be correspondingly reduced. If any Qualified Holder does not exercise its Tag-Along Right hereunder (the allocations of the proposed sale of Offered Units made thereto pursuant to the provisions of this Section 7.6.2 which are not so exercised, collectively, the "**Available Allocation**"), then the Company shall, immediately after the expiration of the Offer Period, send written notice (the "**Undersubscription Notice**") to the Participating Members. Each Participating Member shall, subject to the provisions of this Section 7.6.2, have an additional option to include additional Units in the proposed sale of Offered Units to the Purchaser. To exercise such option, a Participating Member must deliver written notice to the Seller and the Company notifying them that such Participating Member intends to exercise its option to include additional Units in the sale of Offered Units to the Purchaser in an amount up to the total Available Allocation (an "**Oversubscription Notice**") within ten (10) days after the expiration of the Offer Period. In the event there are two or more such Participating Members that choose to exercise the last-mentioned option for a total number of Units in excess of the total Available Allocation, such Available Allocation shall be allocated to such Participating Members pro rata based on the relative number of Common Units owned by all such Participating Members immediately before consummation of the sale of Offered Units to the Purchaser (without giving effect to any Units that any such Participating Member has already elected to include in such sale under the first sentence of this Section 7.6.2).

Seven.6.3 Purchase and Sale Agreement. The Participating Members and the Seller agree that the terms and conditions of any proposed sale in accordance with Section 7.6 will be memorialized in, and governed by, a written purchase and sale agreement with the Purchaser (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Members and the Seller further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Section 7.6.

Seven.6.4 Allocation of Consideration. The aggregate consideration payable to the Participating Members and the Seller shall be allocated based on the number of Common Units sold to the Purchaser by each Participating Member and the Seller as provided in Section 7.6.

Seven.6.5 Purchase by Seller; Deliveries. If any Purchaser refuses to purchase Common Units subject to the Tag-Along Right from any Participating Member or upon the failure to negotiate in good faith a Purchase and Sale Agreement reasonably satisfactory to the Participating Members, no Member may sell any Offered Units to such Purchaser unless and until, simultaneously with such sale, such Member purchases all Common Units subject to the Tag-Along Right from such Participating Member on the same terms and conditions (including the proposed purchase price) as set forth in the Offer Notice.. Any such Common Units transferred to the Seller will be transferred to the Purchaser against payment therefor in consummation of the sale of the Offered Units pursuant to the terms and conditions specified in the Offer Notice, and the Seller shall concurrently therewith remit or direct payment to each such Participating Member the portion of the aggregate consideration to which each such Participating Member is entitled by reason of its participation in such sale as provided in this Section 7.6.5.

Seven.6.6 Additional Compliance. If any sale of Offered Units is not consummated within forty-five (45) days after receipt of the Offer Notice by the Company, the Members proposing such sale may not sell any Offered Units unless they first comply in full with each provision of Section 7.5 and this Section 7.6. The exercise or election not to exercise any right by any Member hereunder shall not adversely affect its right to participate in any other sales of Common Units subject to this Section 7.6.

ARTICLE EIGHT
DISSOLUTION, LIQUIDATION, AND TERMINATION

Eight.1 **Termination of the Company.**

Eight.1.1 The Company shall dissolve upon, but not before, Supermajority Approval.

Eight.1.2 The death, retirement, resignation, bankruptcy, or dissolution of any Member shall not result in the dissolution of the Company and each Member hereby consents to the continuation of the Company in the event of the death, retirement, resignation, bankruptcy, or dissolution of any Member.

Eight.1.3 Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall proceed with reasonable promptness to liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Members shall continue.

Eight.2 **Liquidation.** The Company shall terminate after its affairs have been wound up and its

assets fully distributed in liquidation as follows after allocation of Net Income and Net Losses pursuant to Article Six:

(a) first, to the payment of the debts and liabilities of the Company (other than loans made by a Member or an Affiliate of a Member to the Company) and the expenses of liquidation;

(b) next, to the setting up of any reserves that the Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; *provided*, that any reserves not necessary to satisfy such liabilities or obligations are distributed as soon as practicable;

(c) next, to the Members or an Affiliate of a Member, to the extent such Persons have made loans to the Company, an amount equal to any unpaid accrued interest on, and then the principal balance of, such loans; *provided, however*, that in the event the liquidation proceeds shall be insufficient to pay all such interest and principal, payment first shall be made of interest on such loans in the order in which such loans were made and then repayment of the principal shall be made in the order in which such loans were made; and

(d) thereafter, to the Members, based on their Percentage Interests; provided, that, if such distribution would result in BBK receiving at least $4,000,000, $300,000 of such distribution will be distributed to the other Members pro rata based on their Percentage Interest.

Eight.3 **Cancellation of Certificate of the Company**. Upon the completion of the liquidation of the Company's property, the Manager shall cause the cancellation of the Certificate of Formation in Delaware and all other qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware.

ARTICLE NINE
COMPANY PROPERTY

Nine.1 **Company Property**. The Company's property shall consist of all Company assets and all Company funds. Title to the property and assets of the Company may be taken and held only in the name of the Company or in such other name or names as shall be determined by the Manager. All property now or hereafter owned by the Company shall be deemed owned by the Company as an entity and no Member, individually, shall have any ownership of such property. Title to the assets and properties, real and personal, now or hereafter owned by or leased to the Company, shall be held in the name of the Company or in such other name or names as the Manager shall determine; *provided, however*, that if title is held other than in the name of the Company, the Person or Persons who hold title shall certify by instrument duly executed and acknowledged, in form for recording or filing, that title is held as nominee and/or trustee for the benefit of the Company pursuant to the terms of this Agreement and an executed copy of such instrument shall be delivered to each Member.

ARTICLE TEN
RECORDS AND ACCOUNTING; FISCAL AFFAIRS

Ten.1 **Fiscal Year**. The fiscal year of the Company is the calendar year.

Ten.2 **Bank Accounts**. All funds of the Company shall be deposited in such bank or savings and loan account or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon such signature or signatures as the Manager may designate, and shall be made only for the purposes of the Company.

Ten.3 **Books and Records**. The Manager shall maintain full and accurate books of the Company, in accordance with the Company's accounting policies consistently applied, at the principal place of business of the Company, showing all receipts and expenditures, assets, and liabilities, Net Income or Net Losses, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in this Agreement. The books and records shall, upon reasonable prior notice to the Company, be open for inspection and copying by any Member or his duly authorized representatives during regular business hours at such principal place of business. Any expense for any inspection or examination shall be borne by the Member causing such inspection or review to be conducted. The Company shall provide quarterly financial reports to all members with a Percentage Interest of at least 5% within 45 days of the end of each quarter. Any information obtained by a Member with respect to the affairs of the Company shall, except as may be required by law, be kept strictly confidential.

Ten.4 **Tax Status**. Each of the Members hereby recognizes that the Company will elect to be treated as a partnership for federal and Delaware tax purposes and will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code. Each Member agrees to report, on his, her or its own income tax returns for each year, each item of income, gain, loss, deduction and credit as reported by the Company to such Member on Schedule K-1 (or other similar tax report) issued by the Company to such Member for such year. Except as otherwise required by law, no Member shall take any reporting position that is inconsistent in any respect with any tax reporting position taken by the Company and, in the event of a breach by such Member of the provisions of this Section 10.4, such Member shall be liable to the Company and the Members for any costs, liabilities and damages (including, without limitation, consequential damages) incurred by any of them on account of such breach.

Ten.5 **Tax Returns; Elections.**

Ten.5.1 The Manager shall use its best efforts to cause the Company's accountants to prepare and make timely filings of all tax returns and statements that the accountants determine must be filed on behalf of the Company with any taxing authority. The Manager shall promptly provide a copy of such returns and statements to each Member. Copies of such tax and information returns shall be kept at the principal office of the Company or at such other place as the Manager shall determine and shall be available for inspection by the Members or their representatives during normal business hours.

Ten.5.2 The Manager may, in its discretion, make an election for federal income tax purposes to the extent permitted by applicable law and regulations, as follows:

(a) in case of a transfer of all or part of any Member's Common Units, the Company may elect in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable state and local tax laws to adjust the bases of the assets of the Company pursuant to Sections 734 and 743 of the Code; and

(b) all other elections required or permitted to be made by the Company shall be made in such a manner as the Manager, in consultation with the Company's attorneys or the Company's accountant, determine to be most favorable to the Members.

Ten.5.3 No Member shall take any action or refuse to take any action which would cause the Company to forfeit the benefits of any tax election previously made or agreed to be made by the Company.

Ten.6 **Partnership Representative.**. Pursuant to the Revised Partnership Audit Rules: (i) Lemuel Plummer shall be designated as the partnership representative of the Company within the meaning of Section 6223(a) of the Code and for the corresponding provision of any state or local statute ("**Partnership Representative**"), (ii) each of the Members hereby consents to such designation and agrees to take any such further action as may be required by regulations or otherwise to effectuate such designation, (iii) the Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any tax authorities, including resulting judicial and administrative proceedings, and to expend Company funds for the services and costs associated therewith, (iv) the decisions of the Partnership Representative shall be final and binding as to all Members, (v) the Partnership Representative shall have the authority to make elections set forth in the Revised Partnership Audit Rules, including but not limited to the election set forth in Section 6221(b) of the Code to opt out of the Revised Partnership Audit Rules and to make the election under Section 6226(a) of the Code if the Company is not eligible to opt out of the Revised Partnership Audit Rules and Members agree to furnish the Company and the Partnership Representative with any information necessary, to give effect to such election, and (vi) any imputed underpayment imposed on the Company pursuant to Section 6232 of the Code (and any related interest, penalties or other additions to tax) that the Company reasonably determines is attributable to one or more Members or Assignees shall be promptly paid by such Members or Assignees to the Company (*pro rata* in proportion to their respective shares of such underpayment) within 15 days following the Company's request for payment. Notwithstanding the foregoing and for the avoidance of doubt, and any failure to pay such amount shall result in a subsequent reduction in distributions otherwise payable to such Member and shall be treated as paid by the Company on behalf of such Member for all purposes.

ARTICLE ELEVEN
MISCELLANEOUS

Eleven.1 **Notices.** All notices, requests, demands and other communications hereunder shall be made in writing and shall be deemed to have been given if delivered by registered or certified mail, return receipt requested, postage and registry fees prepaid addressed to the Members at the addresses set forth on Schedule A hereto; or if sent by a nationally recognized courier or overnight service, upon confirmation of receipt; or if sent by electronic mail, upon confirmation of receipt by the intended recipient; or if sent by facsimile, upon confirmation of receipt by the intended recipient.

Eleven.2 **Separability.** The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Eleven.3 **Interpretation; Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware, without reference to the rules governing the conflicts of laws. The parties hereto consent to personal jurisdiction and venue in the state and federal courts located in Los Angeles, California, with respect to any action or proceeding brought in connection with this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons referred to may require. The captions of sections of this Agreement have been inserted as a matter of convenience only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

Eleven.4 **Arbitration.** Any controversy, dispute or claim arising out of or in connection with this Agreement, or the breach, termination or validity hereof, shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Los Angeles, California, pursuant to the rules of

the American Arbitration Association. The arbitration tribunal shall consist of three arbitrators. The party initiating arbitration shall nominate one arbitrator in the request for arbitration and the other party shall nominate a second in the answer thereto within thirty (30) days of receipt of the request. The two arbitrators so named will then jointly appoint the third arbitrator. If the answering party fails to nominate its arbitrator within the thirty (30) day period, or if the arbitrators named by the parties fail to agree on the third arbitrator within sixty (60) days, the office of the American Arbitration Association in Los Angeles, California shall make the necessary appointments of such arbitrator(s). The decision or award of the arbitration tribunal (by a majority determination, or if there is no majority, then by the determination of the third arbitrator, if any) shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. In the event of any procedural matter not covered by the aforesaid rules, the procedural law of Delaware shall govern.

Eleven.5 **Entire Agreement**. The parties hereto agree that all understandings and agreements heretofore made among them are merged in this Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among the parties hereto, other than as set forth in this Agreement and the Certificate of Formation. All prior agreements among the parties are superseded by this Agreement, which integrates all promises, agreements, conditions and understandings among the parties with respect to the Company and its properties.

Eleven.6 **Amendments**.

Eleven.6.1 Except as provided in Section 2.6.2, the Agreement may be amended from time to time by the Manager without the consent of any of the Members solely (i) to surrender any right or power granted to the Manager herein; (ii) to cure any ambiguity or correct or supplement any provisions hereof which may be inconsistent with any other provision hereof, or correct any printing, stenographic or clerical errors or omissions; and (iii) to effect any amendment, modification, or change that is not adverse to the Members and does not result in non-uniform treatment of similarly situated Members (as reasonably determined by the Manager in his good faith discretion); *provided, however*, that no amendment shall be adopted pursuant to this Section 11.6 unless such amendment would not alter, or result in the alteration of, the limited liability of the Members or the status of the Company as a partnership for federal income tax purposes.

Eleven.6.2 Except as provided in Section 2.6.2 and Section 11.6.1 above, all other amendments of and to this Agreement shall require Supermajority Approval.

Eleven.7 **Counterparts**. This Agreement may be executed in multiple counterparts (including counterparts delivered electronically by facsimile, email or otherwise), each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

Eleven.8 **Binding Effect**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives.

Eleven.9 **Further Assurances**. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents, and to take all such further action as may be required by law or deemed by the Members to be necessary or useful in furtherance of the Company's purposes and the objectives and intentions underlying this Agreement and not inconsistent with the terms hereof.

Eleven.10 **Waiver**. No consent or waiver, express or implied, by any Member or Manager to or of any breach or default by any other Member or Manager shall be deemed or construed to be a consent to or waiver of any other breach or default by such other Member or Manager. Failure on the part of a Member or Manager to complain of any act or failure to act of any other Member or Manager or to declare such other Member or Manager in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Manager of his or her rights hereunder.

Eleven.11 **Additional Remedies**. The rights and remedies of any Member or Manager hereunder shall not be mutually exclusive. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it limit or affect, any other rights in equity or any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties hereto that their respective rights and obligations hereunder shall be enforceable in equity as well as at law.

Eleven.12 **No Reliance by Third Parties**. The provisions of this Agreement are not for the benefit of any creditor or other Person other than a Member to whom any losses, debts, claims, expenses or encumbrances are owed by, or who otherwise has any claim against, the Company, any Member or any Manager, and no creditor or other Person shall obtain any rights under this Agreement, or shall be able to make any claim in respect of any debts, liabilities or obligations against the Company, any Member or any Manager.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first written above.

WITH RESPECT TO SECTIONS 2.54 AND 2.61

By: _____
Name: Andrew Bachelor

MEMBERS:

BACH ENTERPRISES, LLC

By:

Name:
Title:

By: _____
Name: Amanda Cerny

By: _____
Name: Shane Norman

By: _____
Name: Lemuel Plummer

By: _____
Name: DeStorm Power

BBK INVESTMENT VENTURES, LLC

By: _____
Name:
Its:

SCHEDULE A

MEMBERS

Name and Address	Number of Common Units	Capital Contribution	Percentage Interest
Bach Enterprises, LLC	1,500,000	$1,200,000.00	16.0%
Amanda Cerny	1,500,000	$1,200,000.00	16.0%
Shane Norman	375,000	$300,000.00	4.0%

Lemuel Plummer	4,000,000	$3,200,000.00	42.67%
DeStorm Power	1,500,000	$1,200,000.00	16.0%
BBK Investment Ventures, LLC	500,000	$400,000.00 (cancellation of indebtedness)	5.33%

Attachment 8(c)

AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION TRIBUNAL

BACH ENTERPRISES, LLC; BBK INVESTMENT VENTURES, LLC; AMANDA CERNY; DESTORM POWER Claimants, vs. LEMUEL PLUMMER, Respondent ZEUS NETWORKS, LLC, Nominal Respondent AND RELATED COUNTERCLAIM	Case No.: 01-22-0004-3325 **INTERIM AWARD**

WE, THE UNDERSIGNED ARBITRATORS, William D. Johnston (Chair), Stephen J. Kane and Glenn J. Waldman, having been designated in accordance with Article 11, Paragraph 4 of the parties' October 26, 2018 Amended and Restated Limited Liability Company Operating Agreement (AROA); having been duly sworn; having conducted an evidentiary final hearing on July 8, 9, 10, 11, 28, 29, 30, 30 and on August 1, 2025; having considered all testimony, exhibits, documents, other evidence, materials and briefing received before, during and after the arbitration hearing, and with the last briefing received by the Arbitrators on October 27, 2025; and Claimants, Bach Enterprises, LLC

(Bach), Amanda Cerny (Cerny) and DeStorm Power (Power) being represented by Alejandro Brito, Ian Michael Corp and Cecilia S. Miranda with Brito, PLLC; and Respondents Lemuel Plummer (Plummer) and Zeus Networks, LLC (Zeus) being represented by Greg L. Johnson and Timothy J. Nally with Lewis Brisbois Bisgaard & Smith; and there being no appearance by or on behalf of Claimant, BBK Investment Ventures, LLC (BBK); hereby issue their Interim Award, as follows.[1]

INTRODUCTION

These parties formed Zeus Networks, LLC (Zeus) in 2018. Zeus is a subscription video on demand (SVOD) company. Lemuel "Lemmie" Plummer recruited Claimants to become members of this startup company because they were widely regarded as popular social media *influencers*, each having millions of followers on various social media platforms. Influencers are individuals whose name, image, likeness and brand draw followers, primarily for commercial opportunities. Over the years, Claimants created so-called *viral* content on social media that resulted in millions of views by followers and non-followers alike.

There was a falling out between Claimants and Plummer that led ultimately to Claimants demanding arbitration in October 2022. Respondents served a counterclaim. Both sides seek monetary damages against the other. Claimants seek direct damages and damages derivatively on behalf of Zeus.

[1] The Panel requested and the Parties approved that the Award would be issued by December 19, 2025.

MOTION TO DISMISS CLAIMANT BBK ENTERPRISES, LLC

BBK Enterprises, LLC (BBK) was formerly represented by the law firm of Holland & Knight, which later withdrew, leaving BBK without counsel. BBK did not appear at the arbitration. On the first day of the arbitration final hearing, Respondents made a motion to dismiss BBK due to the nonappearance of successor counsel. The Panel inquired whether BBK should be given notice of the motion. Respondents had no contact information for BBK. Counsel for Claimants, Mr. Brito, said he would ask Holland & Knight for that information. The motion was taken under advisement pending a response from Mr. Brito. No response having yet been received, the motion remains under advisement and unresolved.

CONTENTIONS OF THE PARTIES

Claimants contend *inter alia* that, shortly after forming Zeus in 2018 (launched July 2018) Plummer, as CEO and Manager, failed to maintain the books and records of Zeus, refused to provide Zeus financials records to Claimants as required by the Operating Agreement (and otherwise under Delaware law), spent substantial funds of Zeus for his own personal benefit, spent Zeus funds for nonbusiness purposes or in excess of what can be justified as ordinary and necessary business expenses in good faith, paid himself an excessive salary and failed to make member distributions.

By way of their October 10, 2025 Supplement to Post-Hearing Arbitration Brief, Claimants seek an Award of Damages and other relief as follows:

I. Damages As To Derivative Claims (Counts I and II):

A. Disgorgement of Excess Compensation in the amount of $3,213,155.00.

B. Reimbursement of Undocumented Expenses: $38,960,167.00.

C. Reimbursement of Insufficiently Documented Expenses: $13,963,573.00.

D. Reimbursement of all attorneys' fees and costs that Plummer caused Zeus to pay in connection with this action.

E. All attorneys' fees and costs incurred on behalf of Zeus in this action.

II. Damages As To Direct Claims (Count III):

A. Total Distributions to Claimants in the amount of $3,614,517.00 ($1,204,839.00 to each Claimant), with the Panel also either requiring Plummer to disgorge the Excess Compensation under Counts I and II or make a corresponding distribution to each of the Claimants.

B. All attorneys' fees and costs incurred by Claimants in connection with their direct claims and their requests to inspect Zeus' books and records.

III. Additional Damages and Other Relief:

A. Pre-judgment and post-judgment interest on all money damages awarded.

B. Plummer should be required to indemnify Zeus and Claimants for any and all tax liabilities and penalties that may become due as a result of Zeus' failure to file its taxes for the tax years 2022 through 2024.

C. Any other relief the Panel deems just and proper.

Respondents initially contended that Claimants never became members of Zeus because they each failed to make their required capital contributions to the company under the Operating Agreement and therefore are not entitled to receive distributions or to have access to the books and records of Zeus.

They further allege that Claimants failed to perform as required under the Operating Agreement in that they failed to actively market and promote Zeus by drawing their followers to the company's platform and converting followers to paying subscribers. And they contend that Plummer's conduct was at all times in keeping with his contractual duties as set forth in Section 2.6.4 of the governing Operating Agreement (including that section's exculpation provisions); that he has no duty to establish the entire fairness of this actions; and that, if he is found to have such a duty, he has carried his burden of proof in that regard.

In their Counterclaim, Respondents allege that only Power released a defamatory video about Zeus on March 28, 2025 which caused a non-specific loss of subscribers for which damages are sought against all three Claimants.

CAUSES OF ACTION

Claimants filed their Demand for Arbitration on October 13, 2022. Claimants allege that Plummer violated his fiduciary duties of loyalty and care to Zeus by misappropriating (and concealing from Claimants) approximately $56,000,000 of Zeus' assets, including personally benefitting from over $3,000,000 in Zeus transactions. These include payment of CEO fees in excess of his agreed to salary as well as reimbursements for transactions that lack any, or limited, supporting documentation, in addition to breach of contract claims (e.g., failing to maintain accurate and complete records for Zeus, failing to provide its members with quarterly financial statements, failing to ensure Zeus was compliant with its tax obligations under the Operating Agreement,

and failing to make distributions to the members).[2] The breach of fiduciary claims are brought *derivatively* on behalf of Zeus.

Respondents filed an Amended Counterclaim on April 28, 2025. Respondents allege that (1) the Claimants' release of a video on March 28, 2025 breached the Operating Agreement's Implied Covenant of Good Faith and Fair Dealing by disseminating false and defamatory information about Respondents, (2) Claimants breached the terms of the Operating Agreement by publicly disclosing information about Zeus' affairs, including its finances and confidential settlements, and (3) Claimant Power breached his fiduciary duties to Zeus. By way of their October 10, 2025 Statement of Damages, Respondents seek damages totaling $10,900,904.00. According to Respondents, "This figure represents actual lost revenue and is supported by contemporaneous data, including user comments announcing cancellations and platform analytics showing a direct correlation between the video's release and subscriber decline."

LAW

Pursuant to the Amended and Revised Operating Agreement (AROA) Delaware law applies substantively to this arbitration.

[2] Claimants alleged a claim for conversion but withdrew that claim.

HEARING EVIDENCE [3]

Over time, Claimants Cerny, Power and Andrew Bachelor (aka "King Bach," "Bach," or "Bach Enterprises") became sought-after social media influencers across many platforms. One such network was Vine, which launched in 2012. Cerny, Bach and Power were among the most followed people on Vine. Vine ceased operations in 2017 when it was acquired by X, formerly known as Twitter.

In the summer of 2017, Plummer contemplated creating an SVOD company. He contacted Power and proposed that they partner to create a new SVOD company. Plummer specifically asked Power to attract other social media influencers to the venture. Power first contacted Bach who, in turn, met with Plummer. Bach then contacted Cerny, who also met with Plummer.

The initial name proposed for the company was "The Social Network," but the name was changed to Zeus in the latter part of 2017. The company was officially formed as an LLC in Delaware on March 1, 2018.

The evidence established that Plummer invited all three Claimants to become equity partners (and "co-founders") without having to contribute any *cash* capital. In fact, initially, there was no discussion among Plummer and Claimants about any capital contribution, cash or otherwise, that each had to contribute. While Plummer testified that he expected the Claimants to help market, brand and promote Zeus, there was no discussion among Plummer and Claimants that each Claimant was required, or expected, to convert a

[3] The Scheduling Order required counsel to submit a Statement of Undisputed Facts before the Hearing. They failed to do so.

certain percentage of their followers to Zeus subscribers. Nor did the Operating Agreement include any such specific language.

The original Operating Agreement (OA) is dated August 31, 2018. (R1.) An Amended and Revised Operating Agreement (AROA) is dated October 26, 2018. (R2.) The OA refers to Claimants individually as *members*. (R1.) It is signed by Plummer and Claimants. The AROA likewise refers to Claimants as members. (R2.)[4]

The company started out creating and using "short form" content. Access to the Zeus library of short form videos requires the customer to subscribe for a monthly or annual fee. Since the founders were not investing cash capital, they sought an investor to help fund the initial business operations.

Ben Koo of BBK Investment Ventures, LLC (BBK) agreed to loan Zeus $400,000 in June 2018. This loan was later converted to an equity interest in Zeus which required that all equity interests be quantified. Schedule A to the AROA lists the equity interests of all members and the capital contribution obligations of each member. Claimants' capital contributions were listed at $1.2MM each (i.e., each a 16% interest). Plummer's capital contribution was listed at $3.6MM (i.e., a 42.67% interest). Shane Norman was to contribute $300,000 (4% interest). BBK's $400,000 contribution represented a 5.33%

[4] Exhibit R2, which is the AROA, is signed by Plummer but not by Claimants. A fully signed AROA was not introduced into evidence. However, Claimants do not contest that they agreed to its terms, including Schedule A. The only significant difference between the two agreements appears to be that Schedule A was revised in the AROA to add Shane Norman as a member.

interest. As noted above, Claimants testified they did not make cash capital contributions and instead each contributed his or her name, likeness and brand" and "sweat equity" valued at $1.2MM or more. Their noncash contributions, according to Claimants, consisted of social media postings, appearances, creative content, production work, etc. Plummer testified that he contributed both cash and sweat equity valued at $3.6MM or more. There was no evidence that Shane Norman contributed any cash capital.

To develop their platform, Zeus hired Nick Stokes and his company, XPlatform Consulting, Inc. Stokes was appointed as the Chief Technology Officer. XPlatform was given a 10% equity interest in Zeus.

Claimants recruited other influencers and their corresponding followers to promote Zeus in the hope of inducing those to become Zeus subscribers. A special link was assigned to those influencers that would assign credit to them for each of their followers who became a subscriber. The influencers would be paid a commission for the subscriptions. This practice of paying commissions, though, did not apply to Claimants as co-founders of the company.

Through Power's relationships, Zeus partnered with SAG-AFTRA, which facilitated Zeus' content creators to unionize and receive employment benefits which attracted A-list talent.

The evidence was mixed about the extent to which Claimants contributed social media content to, and engaged in, promotional activity for Zeus. Claimants testified about specific shows and content they created which were shared with Zeus, some of which currently remain on the Zeus platform. Claimants also described their efforts to promote Zeus. Initially, Plummer testified that Claimants never promoted Zeus. Later in his inconsistent

testimony on this point, he said their promotional efforts tapered off in late 2018 and early 2019 and later dwindled to nothing.

As noted above, Zeus launched on July 13, 2018. There were immediate technical problems. According to Claimants, because 45,000 users accessed Zeus' on-demand content for free, Zeus was unable to track which subscribers were attributed to which influencer and international customers could not subscribe. Zeus ended its relationship with Stokes. Stokes was replaced by Shane Norman (Norman) who continues in the Chief Technology role to this day. Norman testified that there is no evidence to support the claim that 45,000 (or any number of users) users accessed Zeus for free.

Zeus now has over 2 million subscribers. Its net revenue has grown from $322,894 in 2018 to $8,363,455 in 2024 and with 2024 gross revenue of $115,297,700.

RELEVANT SECTIONS OF THE AROA

Certain sections of the parties' AROA were referenced during the hearing testimony and/or in the briefing and are referenced in this Interim Award (or will be referenced in the Final Award). Those sections are set forth below.

The Preamble states:

> This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "Agreement"), dated as of October 26, 2018, is by and among each of the persons listed on the signature page hereof (individually referred to as a "**Member**" and collectively as the "**Members**").

Section 1.1.15 states:

"**Member**" or "**Members**" shall have the same meaning set forth in the preamble to this Agreement."

Section 2.5.4 states:

> …Andrew Bachelor, Amanda Cerny, Lemuel Plummer and DeStorm Power…are currently active founders of the Company…

Section 2.6.1 states:

> …Andrew Bachelor, Amanda Cerny, Shane Norman, Lemuel Plummer and DeStorm Power are the "Founding Partners"…

Section 2.6.4 [so-called "Exculpation Clause"] states:

> The Manager shall not be liable, responsible or accountable in damages or otherwise to the Company or any of its Members for any failure to take any action or the taking of any action within the scope of authority conferred on them by this Agreement made in good faith ("**Permitted Acts of the Manager**"). A Manager, however, may be liable, responsible and accountable in damages to the Company and the Members for any acts performed by such Manager arising out of or resulting from the fraud, criminal action or bad faith of such Manager…

Section 3.1 states:

> Upon execution of this Agreement, each Member shall contribute to the capital of the Company the amounts set forth on Schedule A attached hereto…

Section 5.1 states:

> The Manager, in his sole discretion based on his evaluation of the business needs of the Company, shall determine the amount, if any, of Available Cash or other property available for distribution to Members and the timing of such distributions…

Section 5.3 states:

> To the extent of Available Cash, the Company shall use all commercially reasonable efforts to make the payments described in this Section 5.3 to the Members prior to the due date for federal and state estimated taxes…

Section 10.3 states:

> The Manager shall maintain full and accurate books of the Company, in accordance with the Company's accounting policies consistently applied…The books and records shall, upon reasonable prior notice to the Company, be open for inspection and copying by any Member…The Company shall provide quarterly financial reports to all members …

Section 10.5.1 states:

> The Manager shall use its best efforts to cause the Company's accountants to prepare and make timely filings of all tax returns and statements that the accountants determine must be filed…

DISCUSSION

Whether Claimants were ever members of Zeus LLC and are members now

Claimants maintain they were and remain members of Zeus. Plummer's testimony about Claimants' membership status was, at best, confusing and inconsistent; at worst, it was simply not credible.

In sworn interrogatory responses served in January 2024, Plummer declared that "Claimants Bach Enterprises, Amanda Cerny and DeStorm Power were never members of Zeus Networks, LLC, at any time, as they failed to pay their capital contributions as required by the LLC Agreements."

(Second Supplemental Response to Interrogatory No. 1, Ex. C234.) He repeated this accusation in his Hearing testimony. However, later in the Hearing, he testified that they forfeited their membership due to their failures to contribute capital and to promote the company. He was unable to pinpoint the time when they were no longer members.

The AROA, as noted above, included Schedule A, which required that each member make a capital contribution to Zeus either in cash, property or assets. (R2, Section 1.7). None of the members, including Plummer, was required to make a capital contribution in cash. In fact, none of them did so, although Plummer testified he did so in part.

Prior to the commencement of this arbitration, neither Plummer, nor anyone on behalf of Zeus, informed Claimants, orally or in writing, that their capital contributions were required to be in cash, were due—or past due; Claimants had failed to contribute the equivalent value of their capital contribution requirement with assets other than cash; or that failure to meet their capital contribution figure would forfeit their membership in Zeus. To the contrary, many of Plummer's actions and statements confirmed Claimants' membership in Zeus.

Section 1.1.15 of the AROA states that "Member" or "Members" shall have the same meaning set forth in the preamble to the Agreement. The preamble states that those persons listed on the signature page are referred to "Member" or "Members." The names listed on the signature page include Bachelor, Cerny and Power. Thus, by the express terms of the AROA, Claimants Bachelor, Cerny and Power were members of Zeus in October 2018.

Section 2.5.4 of the OA expressly refers to each Claimant and Plummer by name as "currently active founders of the Company." Section 2.6.1 describes Bachelor, Cerny, Norman, Plummer, and Power as the "Founding Partners." The evidence was unrefuted that each of the three Claimants and Plummer referred to each other as "Co-Founders" before and after the July 2018 launch. In early 2018, Plummer told Claimants that they were founders and owners. (Ex. C28.) Plummer's July 23, 2019 email to Claimants began "Hello *Partners*." (Ex. J32.) His Instagram posting on June 26, 2020 extended birthday wishes to Cerny and Bach "Zeus Network Co-Founders." (Ex. C69.) In an appearance on the Breakfast Club in August 2021, Plummer mentioned that Claimants were members, held equity in the company, and were a "great team." (Ex. C95.)

The four co-founders each signed the Operating Agreement *as members*. Plummer directed that K-1's be prepared for the members, which included Claimants, for the years 2018, 2019, 2020 and 2021. The K-1's do not show that any of Claimants owed money to Zeus. At no time before this arbitration was instituted (October 2022) did Plummer/Zeus inform Claimants that they were no longer members or had never become members. The lack of any evidence on this point militates heavily in favor of Claimants.

In August 2022, Christina Bachelor (Bach's sister, CEO of Bach Enterprises and an CPA), on behalf of Bach and the other Claimants requested of Plummer and Jason Tolbert that Zeus fulfill its obligation under Section 10.3 of the AROA to provide quarterly financial reports to its members. Plummer assured Christina Bachelor that Zeus would be providing quarterly financial statements (responding that "WE'RE ON IT!!") (Ex. C238.) Plummer's

assurance was yet another acknowledgement by Plummer that Claimants were indeed members of Zeus. It bears repeating here that Claimants were never told they were not members until after they demanded arbitration.

Plummer argues that meeting the capital contribution amounts set forth in Schedule A was a condition precedent to attaining membership status. The argument lacks merit. The Operating Agreement does not condition membership on making a capital contribution. The Panel also finds that at no time before the Operating Agreements were signed did Plummer orally inform Claimants that membership was *conditioned* on making a cash capital contribution.[5] And, of course, the Arbitrators cannot retrospectively rewrite the AROA to require that which Plummer now posits.

Schedule A was necessitated due to BBK's involvement with Zeus. BBK initially loaned Zeus $400,000. Instead of paying back the loan, which Zeus was unable to do at the time, it was agreed that BBK's loan would be converted to an equity interest. This required all equity interests to be quantified. Schedule A was then created.

Plummer and Tolbert testified that Claimants were required to satisfy their capital contribution amount with a payment of *cash*. Later, when shown the language of the Operating Agreement, they agreed that the capital contribution could be in the form of cash, property or assets. Claimants

[5] Plummer testified he contributed cash and sweat equity that exceeded $3.2MM but he never stated *when* his capital contributions totaled $3.2MM. There is no evidence that he contributed the full $3.2MM in capital to Zeus in 2018, 2019, 2020 or later. If one applies his argument against Claimants to himself, he was not a member until his contributions totaled $3.2MM, whenever that occurred, if at all.

testified that "name, likeness and brand" are capital assets which they contributed to Zeus.

All parties testified that they each made capital contributions to Zeus in "assets" of value exceeding their stated capital contribution amount in Schedule A. Although this testimony offered no objective standard by which to measure the value of these asset contributions, the Panel finds that each Claimant and Plummer made asset contributions to Zeus equaling or exceeding their individual capital contribution amounts stated in Schedule A. The evidence did not address, nor does the Panel decide, *when* the capital contributions were made.

Plummer makes the following statement in his brief: "No claimant contributed any cash or any other asset to Zeus." (Page 4 of Opening Post Hearing Brief.) While Claimants do not contend that they made any *cash* contributions, they offered specific, credible testimony about their noncash capital contributions.

Plummer did not refute Claimants' testimony that they did contribute "short form" content/shows to the Zeus platform. Instead, Plummer countered by stating the content they did provide had "zero meaningful value for Zeus" and they did not work on any of the "long form" content. Some of the short form content they did contribute is still on the Zeus platform which is inconsistent with Plummer's assertion that it had no value. Plummer's contention that Claimants never contributed any asset of value to Zeus has been refuted by the evidence.

Plummer criticizes Claimants for their failure to convert at least 1% of their followers to Zeus subscribers, but there was no evidence offered by

Plummer or anyone else that there was a commitment or promise to do so or that Claimants' membership was contingent on a threshold of at least 1% of their followers becoming paying Zeus subscribers.

In post-hearing briefing, Plummer raises Equitable Rescission for the first time, contending that any membership rights Claimants have should be rescinded for equitable reasons. He cites cases recognizing a right to rescind when there is an unjustified failure to perform basic terms of a contract or outright refusal to perform. However, Respondents have not pled this defense, nor have they raised it in a timely manner. Accordingly, the Panel considers this defense waived or untimely.

The Panel concludes that each of the three Claimants were and are members of Zeus and, as a result, have standing to assert the claims presented.[6]

CONCLUSION

Having addressed certain issues in this Interim Award, counsel are requested to brief the following remaining issues according to the briefing schedule listed below.

The **issues** to address are:

1. Which party has the burden, under the so-called "exculpation clause" (§ 2.6.4): i.e., does Plummer have the burden of proving his actions were made in good faith in order to invoke the exculpation clause, or

[6] For the reasons set forth above in text, Respondents' contention that Claimants lack standing to bring this arbitration proceeding because they are not members of Zeus is not supported by the record. Claimants' argument that Respondents are estopped from denying their membership in Zeus is now moot.

do Claimants have the burden of proving his actions were made in bad faith in order to negate the exculpation clause?

2. As to each of the alleged wrongful actions/inactions of Plummer, whether such action/inaction was within the "scope of authority" of the Manager within the meaning of Section 2.6.4?
3. Whether each item of damages to be awarded is *direct* (suffered by the individual Claimants), or *derivative* (suffered by Zeus).
4. Whether the prevailing party should be awarded attorney's fees and costs, and if so, under what authority, and in what amount.
5. Whether the prevailing party is entitled to prejudgment interest and postjudgment interest on any damages awarded and, if so, the basis for such an award (contractual or statutory), its calculation (including when the date for the calculation was "fixed"), and whether such interest should be simple or compound.
6. The total amount of money Zeus has contributed to COGIC Israel Church.
7. The basis for Plummer reimbursing Zeus for amounts paid on his and/or Zeus' behalf in defense of this matter and assertion of the Counterclaim.

The **briefing schedule** will be as follows:

Claimants' Opening Brief due	**January 7, 2026**
Respondents' Responsive Brief due	**January 28, 2026**
Claimants' Reply Brief due	**February 9, 2026**

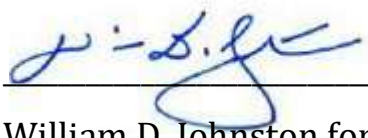
The Claimants' Opening Brief and Respondents' Responsive Brief shall each be limited to **20** pages (declarations or exhibits (e.g., attorney billings) not included in the 20-page limitation). Claimants' Reply Brief shall be limited to **10** pages. All briefs shall be double-spaced, with text in 14-point typeface and footnotes in 12-point typeface.

The Panel reserves the right, in its discretion, to schedule oral argument after receipt of some or all of the briefs.

The Panel reserves jurisdiction to decide all issues.

This Award shall remain in full force and effect until such time as a final Award is rendered.

Dated: December 19, 2025



William D. Johnston for the Panel

AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION TRIBUNAL

BACH ENTERPRISES, LLC; BBK INVESTMENT VENTURES, LLC; AMANDA CERNY; DESTORM POWER Claimants, vs. LEMUEL PLUMMER, Respondent ZEUS NETWORKS, LLC, Nominal Respondent AND RELATED COUNTERCLAIM	Case No.: 01-22-0004-3325 SECOND INTERIM AWARD

WE, THE UNDERSIGNED ARBITRATORS (Panel), having been designated in accordance with Article 11, Paragraph 4 of the parties' October 26, 2018 Amended and Restated Limited Liability Company Operating Agreement (AROA); having been duly sworn; having conducted an evidentiary hearing on July 8, 9, 10, 11, 28, 29, 30, 30 and on August 1, 2025; having considered all testimony, exhibits, documents, other evidence and briefing received before, during and after the arbitration hearing, including post Interim Award briefing, the last of which was received on February 9, 2026; and Claimants Bach Enterprises, LLC (Bach), Amanda Cerny (Cerny)

and DeStorm Power (Power) being represented by Alejandro Brito, Ian Michael Corp and Cecilia S. Miranda with Brito, PLLC; and Respondents Lemuel Plummer (Plummer) and Zeus Networks, LLC (Zeus) being represented by Greg L. Johnson and Timothy J. Nally with Lewis Brisbois Bisgaard & Smith; there being no appearance by or on behalf of Claimant, BBK Investment Ventures, LLC (BBK); hereby issues its Second Interim Award.

INTRODUCTION

These parties formed Zeus Networks, LLC (Zeus) in 2018. Zeus is a subscription video on demand (SVOD) company. Lemuel "Lemmie" Plummer recruited Claimants to become members of this startup company because they were widely regarded as popular social media *influencers*, each having millions of followers on various social media platforms. Influencers are individuals whose name, image, likeness and brand draw followers, primarily for commercial opportunities. Over the years, Claimants created so-called *viral* content on social media that resulted in millions of views by followers and non-followers alike.

There was a falling out between Claimants and Plummer that led ultimately to Claimants demanding arbitration in October 2022. Respondents served a counterclaim. Both sides seek monetary damages against the other. Claimants seek direct damages and damages derivatively on behalf of Zeus.

On December 19, 2025 the Panel issued its **INTERIM AWARD** concluding that each of the three Claimants were and are members of Zeus and, as a result, have standing to assert the claims presented. The Interim

Award also requested additional briefing on specified subjects which the Panel has received and reviewed. [1]

MOTION TO DISMISS CLAIMANT BBK ENTERPRISES, LLC

Claimant BBK Enterprises, LLC (BBK) was formerly represented by the law firm of Holland & Knight, which later withdrew, leaving BBK without counsel. BBK did not appear at the arbitration. On the first day of the arbitration final hearing, Respondents made a motion to dismiss BBK due to its nonappearance.

The motion to dismiss BBK is granted without prejudice.

CONTENTIONS OF THE PARTIES

Claimants contend that, shortly after forming Zeus in 2018 (launched July 2018) Plummer, as CEO and Manager, failed to maintain the books and records of Zeus, refused to provide Zeus financials records to Claimants as required by the Operating Agreement (and otherwise under Delaware law), spent substantial funds of Zeus for his own personal benefit, spent Zeus funds for nonbusiness purposes or in excess of what can be justified as ordinary and necessary business expenses, paid himself an excessive salary and failed to make member distributions.

By way of their October 10, 2025 Supplement to Post-Hearing Arbitration Brief, Claimants seek an Award of Damages and other relief as follows:

[1] The Panel's Interim Award dated December 19, 2025 is incorporated herein by reference.

I. Damages As To Derivative Claims (Counts I and II):

A. Disgorgement of Excess Compensation in the amount of $3,213,155.00.

B. Reimbursement of Undocumented Expenses: $38,960,167.00.

C. Reimbursement of Insufficiently Documented Expenses: $13,963,573.00.

D. Reimbursement of all attorneys' fees and costs that Plummer caused Zeus to pay in connection with this action.

E. All attorneys' fees and costs incurred on behalf of Zeus in this action.

II. Damages As To Direct Claims (Count III):

A. Total Distributions to Claimants in the amount of $3,614,517.00 ($1,204,839.00 to each of the three Claimants), with the Panel also either requiring Plummer to disgorge the Excess Compensation under Counts I and II or make a corresponding distribution to each of the three Claimants.

B. All attorneys' fees and costs incurred by Claimants in connection with their direct claims and their requests to inspect Zeus' books and records.

III. Additional Damages and Other Relief:

A. Pre-judgment and post-judgment interest on all money damages awarded.

B. Plummer should be required to indemnify Zeus and Claimants for any and all tax liabilities and penalties that may become due as a result of Zeus' failure to file its taxes for the tax years 2022 through 2024.

C. Any other relief the Panel deems just and proper.

Respondents contend that Claimants never became members of Zeus because they each failed to make their required capital contributions to the company under the Operating Agreement and therefore are not entitled to

receive distributions or to have access to the books and records of Zeus. As noted above, the Panel has concluded that Claimants were and are members of Zeus.

Respondents further allege that Claimants failed to perform as required under the Operating Agreement in that they failed to actively market and promote Zeus by drawing their followers to the company's platform and converting followers to paying subscribers. And they contend that Plummer's conduct was at all times in keeping with his contractual duties as set forth in Section 2.6.4 of the governing Operating Agreement (including that section's exculpation provisions); that he has no duty to establish the entire fairness of this actions; and that, if he is found to have such a duty, he has carried his burden of proof in that regard.

In their Counterclaim, Respondents allege that Power released a defamatory video about Zeus on March 28, 2025, which caused a loss of subscribers and warrants a damages award against all three Claimants.

CAUSES OF ACTION

Claimants filed their Demand for Arbitration on October 13, 2022. Claimants allege that Plummer violated his fiduciary duties of loyalty and care to Zeus by misappropriating (and concealing from Claimants) approximately $56,000,000 of Zeus' assets, including personally benefitting from over $3,000,000 in Zeus transactions. These include payment of CEO fees in excess of his agreed to salary as well as reimbursements for transactions that lack any, or limited, supporting documentation, in addition to breach of contract claims (e.g., failing to maintain accurate and complete records for Zeus, failing

to provide its members with quarterly financial statements, failing to ensure Zeus was compliant with its tax obligations under the Operating Agreement, and failing to make distributions to the members).[2] The breach of fiduciary claims are brought *derivatively* on behalf of Zeus.

Respondents filed an Amended Counterclaim on April 28, 2025. Respondents allege that (1) Claimants' release of a video on March 28, 2025 breached the Operating Agreement's Implied Covenant of Good Faith and Fair Dealing by disseminating false and defamatory information about the Respondents, (2) Claimants breached the terms of the Operating Agreement by publicly disclosing information about Zeus' affairs, including its finances and confidential settlements, and (3) Claimant Power breached his fiduciary duties to Zeus. By way of their October 10, 2025 Statement of Damages, the Counterclaims seek damages totaling $10,900,904.00. According to Counterclaimants, "This figure represents actual lost revenue and is supported by contemporaneous data, including user comments announcing cancellations and platform analytics showing a direct correlation between the video's release and subscriber decline."

LAW

Pursuant to the AROA, Delaware law will be applied substantively to this arbitration.

[2] Claimants alleged a claim for conversion but withdrew that claim.

Most notably, under Delaware law, "'It is a well-settled principle that where a dispute arises from obligations that are expressly addressed by contract, that dispute will be treated as a breach of contract claim.'" *Borsody v. Gibson*, 2025 Del. Ch. LEXIS 146, at *14, 2025 WL 1650395 (Del. Ch. June 11, 2025), citing *Nemec v. Shrader*, 991 A.2d 1120, 1129 (Del. 2010). "'In that specific context, any fiduciary claims arising out of the same facts that underlie the contract obligations [are] foreclosed as superfluous.'" Id., citing *Nemec v. Shrader*. "'The reasoning behind this is that '[t]o allow a fiduciary duty claim to coexist in parallel with [a contractual] claim would undermine the primacy of contract law over fiduciary law in matters involving … contractual rights and obligations.'" Id. at *14-15, citing *Grayson v. Imagination Station, Inc.*, 2010 Del. Ch. LEXIS 169, 2010 WL 3221951, at *7 (Del. Ch. Aug. 16, 2010). Finally, as observed by Vice Chancellor David in *Borsody*, "[A]n overlapping breach of fiduciary duty claim is appropriate only where it depends on additional facts, is broader in scope, and involves a different remedy." Id. at *15, citing *Schuss v. Penfield P'rs, L.P.*, 2008 Del. Ch. LEXIS 73, 2008 WL 2433842, at *10 (Del. Ch. June 13, 2008).

As a corollary, under Delaware law, where breach of contract claims can be addressed and resolved by reference to the explicit terms of the contract at issue, claims based upon the implied covenant of good faith and fair dealing are foreclosed. See *Khan, et al. v. Warburg Pincus, LLC*, et al., 2025 Del. Ch. LEXIS 101, at *12-13, 2025 WL 1251237(Del. Ch. Apr. 30, 2025) ("The logical first step in assessing an implied covenant claim is to determine whether the contract has a gap. Of course, if the contract explicitly addresses the matter at hand, there is no gap for the implied covenant to fill.") (citation omitted); *see*

also Stewart v. BF Bolthouse Holdco, LLC, 2013 Del. Ch. LEXIS 215, at *57-58, 2013 WL 5210220 (Del. Ch. Aug. 30, 2013).

PANEL FINDINGS [3]

1. Whether Claimants were obligated to promote and market the company, and if so, whether they fulfilled that obligation

Plummer contends that, in addition to not contributing capital to the company, Claimants did not meet their obligations to promote and market the company and essentially "checked out" and "abandoned" the company. The contention lacks merit.

First, Plummer cannot point to any language in the AROA that imposes such an obligation. The Agreement makes no mention of such an obligation and there is no language implying one. Neither Plummer nor Jason Tolbert were able to cite any language in the Agreement that obligated Claimants to market or promote Zeus.

Second, the testimony of Claimants included specific examples of their promotional efforts, which the Panel finds to be credible.

Bach testified he promoted Zeus before the July 2018 launch by creating commercials, attending events and appearing on TMZ live. He is still directing people to Zeus and promoting it on social media and through interviews, though not as much as he did before these disputes arose. He and other

[3] In light of the Panel's findings predicated on breaches of contract, the Panel deems it unnecessary to address Fiduciary Duty, the Business Judgment Rule or the Covenant of Good Faith and Fair Dealing.

witnesses explained that promoting the *brand* is what is most important. Christina Bachelor testified that Zeus is still in Bach's profile. Bach gave marketing advice, made social media posts, and allowed Zeus to use his name, likeness and brand. He explained that his brand value extends beyond social media posts to overall brand association. His brand resulted in contracts with Monster, Pepsi, Toyota, McDonald's and Netflix. He was featured in Forbes, Time Magazine, Vanity Fair, The Hollywood Reporter, The New Yorker, Bello Magazine, Maxim and other publications.

Bach brought Jake Paul to Zeus. "Fear" was produced by Bach and it is still on the Zeus network. Bach was featured in "Your Best Life" and in "Rap Battles" along with Snoop Dogg and Jake Paul which remain on the Zeus network today. He also acted in and produced several Zeus films, including "Fear," "Meet the Blacks I," and "Meet the Blacks II," which are still available on the Zeus network. He also participated in "Bad Escorts."

Bachelor became the most followed person on Vine with over 15 million followers. His Vine success led to roles in over 20 Netflix and Hulu productions. He testified that he introduced actor Will Smith to Zeus and brought celebrity awareness to the platform.

Power testified he has been an entertainer, producer, director and musician for 22 years. He had 6 million followers on Vine. Today he has 25 million combined followers across multiple platforms. He has collaborated with Nike, Pepsi and Nintendo, earning $75,000 to $100,000 per branded video. He enjoyed success with his music on YouTube.

Power testified that *brand* is what is most important. He allowed Zeus to use his name, likeness and brand. He was responsible for bringing in Bachelor

and Cerny as cofounders. He worked "a lot" for Zeus in 2018. He worked on 29 shows and was an unpaid editor for Zeus during the summer of 2018. He was the President of Zeus. He received no compensation as President. He advanced his own funds for the launch party and was reimbursed. He went "above and beyond" in working for Zeus. He had to sell his house. He "nearly went broke." His "sweat equity" contribution to Zeus was "far beyond" $1.2MM.[4]

He helped create the show "Caught" before Zeus existed. There were 20 episodes in the first season. The show was nominated for an Emmy. Season 2 was created after Zeus was formed. This show is only available on the Zeus platform. He wrote and acted in a Zeus series called "Bad Escorts." He recruited creators and oversaw the production of numerous shows. He contributed to additional shows, including "Your Best Life" (as noted above) and "You Decide." The latter show he transferred from YouTube to the Zeus platform.

Power has continued to promote Zeus, though not as much as he did earlier. He has had recent appearances, generating 8 million views.

Plummer was disappointed that more of Claimants' followers did not become Zeus subscribers, but Claimants testified-without refutation by Plummer-that they were never required to convert a minimum number of their followers to subscribers.

[4] Power was unceremoniously removed as President without notice or warning. Jason Tolbert became the President. Tolbert has known Plummer a long time and in his own words considers Plummer "family." Plummer stopped returning Power's calls. Power went to the Zeus office and was confronted by a security guard. Plummer called him a "bitch" and other names.

Plummer accused Claimants of "buying" followers to artificially inflate the size of their following. Claimants denied this. Plummer never introduced any supporting evidence other than his suspicion and belief.

Amanda Cerny allowed Zeus to use her name, likeness and brand. She created a show titled "A Taste of Dance" which was exclusive to Zeus. She secured Ciroc's sponsorship for the company launch party in July 2018. She testified about contributions she made to Zeus in its early years.

The Panel finds that, although Claimants were not obligated to promote Zeus, each did so.

2. Whether Plummer misappropriated Zeus funds

a. <u>Excess compensation paid to Plummer</u>

Sheri Fiske, Claimants' expert, reported and testified that Plummer paid himself $1,436,000 in excess salary (above the $200,000-$300,000 per year he informed Claimants he would be paid starting in September 2019, Ex. C237). Plummer paid himself these salary increases without notice to, much less discussion with, the other members.

The evidence Plummer presented to justify this compensation included his own testimony and that of Tolbert. This evidence falls short of proving that the additional compensation was objectively reasonable.

Respondents' expert, Patrick Chylinski, offered some after-the-fact evidence to justify the compensation amounts paid to Plummer by citing executive compensation paid by other companies to their CEO's. However, those companies are not comparable to Zeus; and, even if they were, Plummer's unilateral decision to pay himself substantially more in salary than

what he previously discussed with the Claimants violated Section 2.6.1 of the AROA.

At the outset of the company's formation Plummer told the other members he thought his annual compensation should be between $200,000 and $300,000. No one objected. Section 2.6.1 of the AROA provides that the operations of the company shall be managed by a Manager and that "additional cash compensation for the services of Andrew Bachelor, Amanda Cerney, Lemuel Plummer and DeStorm Power shall be discussed in good faith by the Company and such Members." When Plummer decided to increase his annual compensation above $300,000, he indisputably did not discuss this with the other members; nor did he make any attempt to do so. This violated Section 2.6.1 of the Agreement.

Section 10.2 of the Operating Agreement authorized the Manager to designate the bank accounts to be utilized by Zeus. Zeus had only one checking account, no other cash accounts, one debit card and no credit card. Only Plummer was the authorized user of the debit card. Only Plummer had signing authority for checks written on Zeus' checking account. Mr. Chylinski agreed that the lack of accounting controls made Zeus vulnerable to financial abuse. He recommended that more controls be implemented.

There were no controls in place at Zeus to govern the awarding of compensation: no compensation committee, no formal CFO, no audit committee, and no process by which the members were to be informed of a proposed compensation increase for Plummer. There was no explanation of how the increases were to be determined or by what standard. Plummer testified that he and Tolbert spoke with Wendy On, Zeus' outside accountant,

about the amount of his CEO fees, but no corroborating evidence was offered: no emails, no correspondence, and Wendy On was not called as a witness.

When a party has it within its power to produce stronger evidence and fails to do so, an adverse inference may be drawn. *Cannon v. Romeo Systems*, Inc.,2025 Del. Ch. LEXIS 251, at *25, 2025 WL 2848069 (Del. Ch. Oct. 7, 2025)("It is a well established principle that the production of weak evidence when strong is, or should have been, available can lead only to the conclusion that the strong would have been adverse.") Here, the adverse inference to be drawn is that Plummer did not discuss his salary increase with Wendy On. Even if he did, she had no authority to approve or disapprove his salary.

Plummer made the decision to pay himself more than what was originally discussed with Claimants and made no effort to discuss with the other members the subject of increasing his salary in direct violation of Section 2.6.1. He paid himself $1,436,000 more than the $300,000 annual salary amount.

Claimants contend that Respondents have waived their claim immunity under the exculpation clause (§ 2.6.4) because it was not alleged in their Answer. The exculpation clause (§ 2.6.4) was raised in Respondents' brief before the Final Hearing.

The Panel finds that Plummer's payments of salary to himself in excess of $300,000 annually without discussing the same with the members violated Section 2.6.1.

The Panel finds that Respondents have not waived their right to assert the protections of section 2.6.4 of the Operating Agreement.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer's decisions to pay himself $1,436,000 more than the annual $300,000 salary amount was not within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in paying himself $1,436,000 more than the annual $300,000 salary amount, the Panel finds that Claimants have met their burden.

Plummer shall reimburse Zeus the sum of $1,436,000.00.

b. <u>Reimbursements to L. Plummer Media</u>

Ms. Fiske reported and testified that Plummer paid himself $770,222 in reimbursements to L Plummer Media, Inc., a company he owned and operated. This constituted additional compensation paid to Plummer without discussion with the other members, also in violation of Section 2.6.1 of the Agreement.

For the same reasons articulated above in addressing excess compensation (a.), **Plummer shall reimburse Zeus the sum of $770,222.00.**

c. <u>Reimbursements to Plummer</u>

Ms. Fiske reported that Plummer paid himself $1,006,993.00 in

"questionable reimbursements." These payments likewise constituted additional compensation without discussion with the other members in violation of Section 2.6.1. of the Agreement.

For the same reasons articulated above in addressing excess compensation (a.), **Plummer shall reimburse Zeus the sum of $1,006,933.00**.

d. <u>Alleged Loan to Zeus by L Plummer Media.</u>

Plummer testified that his media company (L. Plummer Media) loaned Zeus $905,504 with only a portion having been repaid by Zeus. No loan documents were produced. Apparently, no such loan documents ever existed. In interrogatory responses (C234) served in January 2024 Plummer declared under oath that he was crediting the net loan amount ($357,989) plus unpaid distributions ($642,272) toward his capital contribution making a total capital contribution of $1,000,261. Mr. Chylinski stated in his 2024 report that the tax documents do not show a capital contribution by Plummer.

Thus, from Plummer's own testimony, the Panel finds that L. Plummer Media (Plummer) received alleged loan repayments totaling $547,515 ($905,504-$357,989) constituting additional compensation without discussion in violation of Section 2.6.1 of the Agreement.

The Panel finds that the evidence is insufficient to prove that a loan was made, in what amount or that it was treated as a capital contribution by Plummer.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that paying himself

$547,515.00 was not within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in paying himself $547,515.00, the Panel finds that Claimants have met their burden.

Plummer shall reimburse Zeus the sum of $547,515.00.

e. <u>Payments to COGIC Israel (Plummer's father's church)</u>

Plummer directed several payments of Zeus funds to COGIC Israel, a church headed up by his father. The payments total $625,000. Tolbert supported making the payments but testified that the contributions had *no business purpose*. Respondents offered no evidence to the contrary.

The Panel finds that the payments to COGIC Israel in the total amount of $625,000 constituted a misappropriation of Zeus funds.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that using Zeus funds to make contributions to COGIC Israel Church in the amount of $625,000.00 was not within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in using Zeus funds to make contributions to COGIC Israel Church in the amount of $625,000.00, the Panel finds that Claimants have met their burden.

Plummer shall reimburse Zeus the sum of $625,000.00.

f. Payments to Xclusive Life LLC

Zeus paid Xclusive Life LLC over $10 million for travel related expenses. Only a small number of invoices were produced. Little explanation was offered to support these expenses other than Tolbert's testimony that Xclusive assisted with Zeus' travel arrangements for cast, crew and executives.

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

g. Payment to Global Concierge

Zeus paid almost $3 million to Global Concierge LLC for travel-related expenses. Only a small number of invoices were produced. Little explanation was offered to support these expenses other than Tolbert's testimony that Global provided on-ground transportation.

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

h. Private Jet Expenses

Zeus paid over $2,754,000 for private jets. Only a small number of invoices were produced. Little explanation was offered to support these expenses.

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

i. Perennial Investments

Zeus paid $310,000 to Perennial Investments, Inc. for travel management services. One invoice was produced and a check stub indicating the purpose was an expense associated with the Zeus series "Baddies East."

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

j. Security Expenses

Zeus paid $1,764,530 for security services. Although no specific evidence was offered to explain the necessity or reasonableness of these amounts, there was general testimony about the need for security services. The Panel finds that such expenses fall within the scope of authority of the Manager and therefore immunizes Plummer from any obligation to reimburse Zeus for these expenditures.

Accordingly, the Panel denies Claimants' claims in this respect.

k. Great Buy Tickets

Zeus paid $664,000 to Great Buy Tickets, Inc. for tickets to Super

Bowl 2024. Evidence was presented that Zeus gathered talent to attend a high-visibility event with the purpose of creating media attention across multiple platforms.

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

l. <u>Los Tilos Properties</u>

Zeus paid Los Tilos Properties, LLC $420,000 to lease property that was used as a "production house" for shooting content.

Although Respondents' evidence was minimally in support of these expenditures, the Panel finds that these amounts were justified and reasonable expenditures of Zeus.

Accordingly, the Panel denies Claimants' claims in this respect.

m. <u>Paypal, Cash App, Venmo, Apple Cash, Zelle</u>

Zeus transferred approximately $3,600,000 through PayPal, Cash App, Venmo, Apple Cash and Zelle to various third parties. Respondents contend that neither Plummer nor any entity he controlled was a payee for any of these transactions and therefore the burden falls upon Claimants to rebut the Business Judgment Rule which they have failed to do. Respondents offered minimal evidence to support these payments as necessary and reasonable business expenses. Mr. Chylinski identified documentation supporting

$131,666 of the total. No specific evidence was offered to justify the balance ($3,467,000).

Assuming, without deciding, that Claimants had the initial burden of proving that these expenditures were not legitimate business expenses, the Panel finds that Claimants have met their burden. Claimants made reasonable efforts to obtain substantiating documentation from Respondents as to these transactions. No documentation whatsoever was produced justifying $3,467,000 of the approximate $3,600,000 in disputed transaction payments. Respondents' failure to produce substantiating documentation creates an adverse inference that no such documentation exists or ever existed. This shifted the burden to Respondents to show that these expenditures were reasonable and legitimate business expenses. Respondents have failed to meet that burden.

The exculpation clause does not apply because spending Zeus funds on transactions with no supporting documentation falls outside the scope of authority of the Manager.

Plummer shall reimburse Zeus the sum of $3,467,000.00.

n. <u>Cash Withdrawals totaling $1,997,867</u>

Zeus withdrew $1,997,867 in cash. Mr. Chylinski substantiated $23,700 of cash withdrawals based upon line-item memoranda in Zeus' bank statements and call sheets. As to the balance ($1,974,167), there was only general testimony about paying vendors in cash without any evidence being produced justifying any particular expense. No cash receipts or expense reimbursement forms were introduced.

Assuming, without deciding, that Claimants had the initial burden of proving that these expenditures were not legitimate business expenses, the Panel finds that Claimants have met their burden. Claimants made reasonable efforts to obtain substantiating documentation from Respondents as to these transactions. No documentation was produced justifying $1,974,167 of the approximate $2 million in disputed cash withdrawals. Respondents' failure to produce substantiating documentation creates an adverse inference that no such documentation exists or ever existed. This shifted the burden to Respondents to show that these expenditures were reasonable and legitimate business expenses. Respondents have failed to meet that burden.

The exculpation clause does not apply because withdrawing cash with no supporting documentation falls outside the scope of authority of the Manager.

Plummer shall reimburse Zeus the sum of $1,974,167.00.

o. <u>Expenditures of $38,960,167 for which there is no supporting documentation and Expenditures of $13,963,573 for which there is allegedly inadequate supporting documentation</u>.

Some of these expenditures have already been ruled upon. (See "a" through "m" above.)

While the Panel finds that Zeus' record keeping practices were woefully deficient, it finds the evidence insufficient to prove actual misappropriation as to the balance of the expenditures complained of.

Accordingly, the Panel denies Claimants' claims in this respect.

4. Whether Plummer failed to maintain accurate books and financial records of Zeus

Plummer indisputably is the Manager of Zeus. (Agreement par. 2.6.1.) As such, he is obligated to maintain full and accurate books of the Company. (Section 10.3.) The record before the Panel establishes that he failed to do so. The evidence was replete with expenditures that lacked any documentation. There were also expenditures for which the documentation was lacking in completeness and detail.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in failing to maintain full and accurate books of the Company, the Panel finds that Claimants have failed to meet their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that failing to maintain full and accurate books of the Company was not within Plummer's scope of authority, the Panel finds that Claimants have failed to meet their burden.

The Panel finds that Plummer failed to maintain accurate books and records of Zeus in violation of the AROA but that he is exculpated from any personal liability for monetary damages resulting from such failure under Section 6.2.4. because the record does establish that he acted outside the scope of his authority or within the scope of that authority but in bad faith.

Accordingly, the Panel denies the Claimants' claim for damages in this respect. At the same time, because Section 6.2.4 does not address non-damages, equitable relief, the Panel directs Plummer going-forward to comply in all respects with his obligations to maintain accurate books and records.

5. Whether Plummer failed to provide LLC members access to the books and records of Zeus

Sections 7.4 and 10.3 of the AROA state that the books and records of the company shall be open for inspection by any member or his representative.

Power testified he was denied access. Christina Bachelor testified that more than 20 requests for records were made. The response from Zeus was that the information sought was "proprietary." Claimants were compelled to hire an attorney to gain access to the company records. Later some documents were produced but no little or no backup documentation was provided. Claimants never received any cash flow statements, disclosures or bookkeeping notes. None of the records were audited.

During discovery in this Arbitration proceeding, Respondents failed to produce all of the financial records requested by Claimants. After a lengthy period, and following motions to compel and orders to compel, counsel for both sides came to an agreement that Zeus would provide all the supporting documentation for 2,857 designated transactions. Zeus only produced documentation for 525 of those transactions.

Although requested years earlier, Zeus, controlled by Plummer, did not turn over its bank statements until early 2025.

The Panel finds that Plummer failed to provide members with reasonable access to the books and records of Zeus in violation of the AROA.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that failing to provide members with reasonable access to the books and records of Zeus was not

within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in failing to provide members with reasonable access to the books and records of Zeus, the Panel finds that Claimants have met their burden.

The Panel awards Claimants as nominal damages the sum of $1.00 against Plummer for his failure to provide them with reasonable access to the books and records of Zeus. In addition, the Panel directs Plummer on a going-forward basis to provide Claimants with reasonable access to the books and records of Zeus.

6. Whether Zeus failed to provide quarterly financial statements to Claimants

Section 10.3 of the AROA obligates the company to provide quarterly financial reports to all members with a percentage interest of at least 5%. The Respondents produced some but not all quarterly financial reports and only after considerable prodding from Claimants.

The Panel finds that Zeus, controlled by Plummer, failed to provide all quarterly financial statements to the Claimants in violation of Section 10.3.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that failing to provide members with all quarterly financial statements was not within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in failing to provide members with all quarterly financial statements, the Panel finds that Claimants have met their burden.

The Panel awards Claimants as nominal damages the aggregate sum of $1.00 against Plummer for his failure to provide them with all quarterly financial statements. In addition, the Panel directs Plummer on a going-forward basis to provide Claimants with quarterly financial statements.

7. Whether Zeus failed to file Zeus tax returns

Section 10.5.1 requires the manager to use the manager's best efforts to cause the company's accountants to prepare and make timely filings of all tax returns and statements. The evidence revealed that Zeus, controlled by Plummer, has not filed tax returns for the last several years. The explanation offered is that, until this arbitration determines whether the Claimants are members, tax returns cannot be prepared. The Panel finds this excuse to be without merit. Tax returns were prepared for several years and then stopped. Plummer never requested an extension or a ruling by the taxing authorities that this ongoing dispute would permit a delay in filing a tax return. Moreover, there has been no suggestion by the parties that Zeus tax returns have been prepared, much less filed, since the Panel's Interim Award dated December 19, 2025 which determined that Claimants were and are members.

The Panel finds that Plummer, controlling Zeus, has breached and continues to breach Section 10.5.1 of the AROA.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving that failing to file Zeus tax returns was not within Plummer's scope of authority, the Panel finds that Claimants have met their burden.

Assuming, without deciding, that, under section 2.6.4 of the Operating Agreement, Claimants had the burden of proving Plummer committed bad faith in failing to file Zeus tax returns, the Panel finds that Claimants have met their burden.

The Panel awards Claimants as nominal damages the sum of $1.00 against Plummer for his failure to file Zeus tax returns. In addition, the Panel finds that Plummer shall be personally liable for reimbursing Zeus and any of Claimants for fines, penalties, or interest assessed by the Internal Revenue Service or any other taxing authority as a result of Plummer's failure to file Zeus tax returns.

8. Whether Zeus failed to make distributions to Zeus members

Section 5.1 of the AROA gives the manager sole discretion to determine the amount, if any, of available cash for distribution and the timing of such distributions. The uncontroverted evidence was that no distributions were made to the members except for their individual tax payments in the tax years of 2018, 2019, 2020 and 2021 **and excess compensation payments distributed to Plummer**. The company ceased making those tax payments after the 2021 tax year because "Plummer learned that Claimants had inflated their follower numbers, stopped promoting Zeus and initiated this proceeding." (Page 27 of Respondents' Opening Post Hearing Brief.)

As already discussed herein, there was no evidence to substantiate Plummer's "belief" that Claimants had inflated their follower numbers and the Claimants were under no duty to promote Zeus. Discontinuing tax payment distributions because Claimants initiated this arbitration proceeding is not justified under the AROA and reflects a retaliatory motive.

Accordingly, Plummer did not reasonably exercise his "sole discretion" as required by controlling Delaware case law. E.g., *Stewart v. BF Bolthouse Holdco, LLC*, 2013 Del. Ch. LEXIS 215, at *59 (party to a contract must exercise discretion "reasonably").

The Panel directs Plummer, in his capacity as Manager, on a going-forward basis, to comply with his obligations to make estimated tax and additional distributions pursuant to Section 5.1 of the AROA.

9. Whether Power's release of a video on March 28, 2025 disseminated false and defamatory information about Respondents, disclosed confidential information about Zeus's affairs, and whether Power breached his fiduciary duties to Zeus

In response to Plummer's tweets calling Cerny a fraud and claiming he founded Zeus alone, in late March 2025 Power created a 9-minute video entitled "Truth About Zeus Networks." Plummer publicly stated that Amanda Cerny was not part of Zeus. This angered Power. He responded with the video posted to his Instagram account to correct the alleged false statements made by Plummer. He was not apologetic. He testified that the content of the video was substantially truthful. He concedes that his video statement that 25 creators he brought to Zeus were not paid was not accurate as some received small checks.

The Panel finds it unnecessary to determine whether the video was defamatory, because Respondents have failed to prove that the video's content, if defamatory, proximately caused them their claimed damages.

Accordingly, the Panel denies Respondents' claim for damages alleged in their Counterclaim.

10. Whether Claimants should be awarded their attorneys' fees and costs, and if so, in what amount and against whom?

Claimants seek $2,320,123.71 in attorneys' fees and costs against Plummer (as of January 7, 2026).

There is no "prevailing party" provision in the arbitration clause of the AROA, which governs this matter. As a result, the question becomes whether the "bad faith" exception to the American Rule has application, to warrant fee-shifting to either Respondents or Claimants in this matter.

The Panel has concluded that Respondents' Counterclaim is without merit. At the same time, the Panel has concluded that Claimants have prevailed in part but not in whole.

Where the Panel has been persuaded by Claimants, the Panel has concluded in certain instances, discussed above, that Respondent Plummer has acted in bad faith. Accordingly, as to the findings on those claims, fee-shifting is appropriate. In addition, as the Panel has expressed throughout this proceeding, Respondents (meaning Plummer and Zeus as controlled by Plummer) repeatedly have failed – and often failed egregiously – to meet their discovery obligations. That has resulted in delay and increased expense for all. It, importantly, materially limited the Final Hearing record. The upshot, as

reflected above, is the inescapable invocation by the Panel of adverse inferences in several instances.

The Panel finds that the billing rates charged by Claimants' attorney are reasonable. The Panel also finds that the hours billed were reasonably necessary for the prosecution of this arbitration.

Taking all of the circumstances into consideration, the Panel, pursuant to Rule R-49 of the American Arbitration Association Commercial Rules, concludes that Claimants are entitled to an award of attorneys' fees and other expenses in the amount of $1,740,000.00 against Plummer, representing approximately 75% of all fees and other expenses incurred by Claimants.

11. Whether Claimants are entitled to prejudgment and/or postjudgment interest, and if so, in what amount?

The Panel finds that, pursuant to 6 Del. C. Section 2301, Claimants are entitled to prejudgment interest at the rate of 8.25%, accruing at simple interest, commencing from the date of filing of the Demand for Arbitration, October 13, 2022. In addition, the Panel finds entitlement to like post-judgment interest.

12. Whether Plummer should reimburse Zeus for payments made on his behalf in defense of this matter and assertion of the Counterclaim?

Under Article IV of the AROA, the Manager must establish that he, she, or it has been made a party to a proceeding "by reason of the fact" of the Manager's corporate capacity. Where the Panel has found in this Award that

Plummer has not acted within the scope of his authority, it follows that he cannot meet – and has not met – that threshold requirement for indemnification. In addition, the AROA does not provide for advance indemnification of defense expenses, even if Plummer could have met the capacity requirement in the first place.

The Panel finds that Zeus was only named as a *nominal* respondent. Accordingly, Plummer shall reimburse Zeus for the full amount of attorneys' fees and costs charged to and paid by Zeus for the defense of both Respondents in this matter.

The Panel finds that the reasonable and necessary attorneys' fees and costs incurred for the prosecution of the Counterclaim are properly an expense charged to Zeus.

By no later than twenty (20) calendar days from the date of this Second Interim Award, counsel for Respondents shall submit to the Panel a certified summary (including, at a minimum, the nature of the work performed, whether it was performed on behalf of Plummer, Zeus or both, the identity of the timekeepers involved and the rates charged by each timekeeper) of the attorneys' fees and other expenses which Plummer has caused Zeus to pay in connection with (a) defending against Claimants' claims and, separately, (b) preparation and prosecution of Respondents' Counterclaim (as originally asserted and as amended). The certification shall attest to the accuracy and reasonableness of the fees and expenses and shall distinguish between any work performed on behalf of Zeus as a nominal corporate defendant and Zeus as a Counterclaimant.

13. Arbitrator Compensation and American Arbitration Association Administrative Fees

The Panel directs that Plummer be responsible for 75% of all Arbitrator Compensation and American Arbitration Association administrative fees. Claimants are responsible for 25% of said fees and expenses.

CONCLUSION

Plummer shall **pay Zeus** the following amounts:

$1,436,000.00 for excess compensation paid to Plummer

$770,222.00 for reimbursements paid to L Plummer Media

$1,006,933.00 for reimbursement paid to Plummer

$547,515.00 for loan payments Zeus paid to L Plummer Media

$625,000.00 for payments made to COGIC Israel

$3,467,000 for payments made through Paypal, etc.

$1,974,167.00 for cash withdrawals

Total = $9,826,837.00

Plummer shall **pay Claimants** (jointly) the following amounts:

$1.00 for failure to provide access to Zeus records

$1.00 for failure to provide quarterly financial records

$1.00 for failure to file Zeus tax returns

$1,740,000.00 for payment of Claimants' attorneys' fees/costs

Total = $1,740,003.00

Claimants are entitled to prejudgment interest at the rate of 8.25%,

accruing at simple interest, commencing from the date of filing of the Demand for Arbitration, October 13, 2022 on all damages awarded, excluding any award of attorneys' fees or costs. In addition, the Panel finds entitlement to like postjudgment interest, which would include any unpaid award of attorneys' fees and costs.

Plummer shall be responsible for 75% of all Arbitrator Compensation and American Arbitration Association administrative fees. Claimants are responsible for 25% of said fees and expenses.

Plummer shall file Zeus tax returns forthwith and be personally liable for reimbursing Zeus and any Claimants for fines, penalties, or interest assessed by the Internal Revenue Service or any other taxing authority as a result of his failure to file Zeus tax returns.

Going forward, the Panel directs Plummer to:

1. Maintain accurate books and records of Zeus;
2. Provide Zeus members with reasonable access to the books and records of Zeus;
3. Provide Zeus members with quarterly financial statements;
4. Make estimated tax and additional distributions pursuant to Section 5.1 of the AROA

As this is not a Final Award, the Panel reserves jurisdiction.



Dated: 3/13/2026

William D. Johnston for the Panel

AMERICAN ARBITRATION ASSOCIATION

COMMERCIAL ARBITRATION TRIBUNAL

BACH ENTERPRISES, LLC; BBK INVESTMENT VENTURES, LLC; AMANDA CERNY; DESTORM POWER Claimants, vs. LEMUEL PLUMMER, Respondent ZEUS NETWORKS, LLC, Nominal Respondent AND RELATED COUNTERCLAIM	Case No.: 01-22-0004-3325 **FINAL AWARD OF ARBITRATION PANEL**

WE, THE UNDERSIGNED ARBITRATORS (Panel), having been designated in accordance with Article 11, Paragraph 4 of the parties' October 26, 2018 Amended and Restated Limited Liability Company Operating Agreement (AROA); having been duly sworn; having considered submissions by Claimants dated April 2, 2026, April 6, 2026, and April 7, 2026; Claimants Bach Enterprises, LLC (Bach), Amanda Cerny (Cerny) and DeStorm Power (Power) being represented by Alejandro Brito, Ian Michael Corp and Cecilia S. Miranda with Brito, PLLC; and Respondents Lemuel Plummer (Plummer) and Zeus Networks, LLC (Zeus) being represented by Greg L. Johnson, Timothy J. Nally, and Alexis G. Crump with Lewis Brisbois Bisgaard & Smith; there being no

appearance by or on behalf of (dismissed without prejudice) Claimant BBK Investment Ventures, LLC (BBK); and the proceedings having been declared closed as of April 7, 2026; hereby issue this Final Award of Arbitration Panel as follows:

Background

The Panel issued its Interim Award dated December 19, 2025 and its Second Interim Award dated March 13, 2026. Each of those awards is incorporated herein as if fully set forth.

In its Second Interim Award, the Panel, among other things, held the following:

> The Panel finds that Zeus was only named as a nominal respondent. Accordingly, Plummer shall reimburse Zeus for the full amount of attorneys' fees and costs charged to and paid by Zeus for the defense of both Respondents in this matter.
>
> The Panel finds that the reasonable and necessary attorneys' fees and costs incurred for the prosecution of the Counterclaim are properly an expense charged to Zeus.
>
> By no later than twenty (20) days from the date of this Second Interim Award, counsel for Respondents shall submit to the Panel a certified summary (including, at a minimum, the nature of the work performed, whether it was performed on behalf of Plummer, Zeus or both, the identity of the timekeepers involved and the rate charged by each timekeeper) of the attorneys' fees and other expenses which Plummer has caused Zeus to pay in connection with (a) defending against Claimants' claims and, separately, (b) preparation and prosecution of Respondents' Counterclaim (as originally asserted and as amended). The certification shall attest to the accuracy and

> reasonableness of the fees and expenses and shall distinguish between any work performed on behalf of Zeus as a nominal defendant and Zeus as a Counterclaimant.
>
> * * *
>
> The Panel directs that Plummer be responsible for 75% of all Arbitrator Compensation and American Arbitration Association administrative fees. Claimants are responsible for 25% of said fees and expenses.

On April 2, 2026, Respondents submitted a Declaration of Counsel that purported to certify fees incurred by Zeus in connection with this proceeding. The Declaration attached two exhibits, A and B. Exhibit A was represented to be "a list of attorneys' names, hours worked, and fees billed from the inception of our representation in October, 2022 to February 28, 2026." The Declaration stated that the hourly fees charged were $425 for partners and $285 for associates, represented to be the law firm's discounted "start-up company rates."

The Declaration went on to state that the amount of attorneys' fees and other expenses incurred by Zeus in connection with the Counterclaim is $139,939.57, as reflected in Exhibit B to the Declaration.

The Declaration represented that the total attorneys' fees and other expenses incurred by Zeus has been:

*Total Fees: $2,458,906.32

*Less Courtesy Discount: $240,000.00

*Less Counterclaim Fees: $139,939.57

*Total Net Amount: $2,078,966.75

The Declaration concluded, "Consistent with the Panel's award, the above total net award is the amount due to Zeus from Mr. Plummer."

On April 4, 2026, the Panel emailed Respondents' counsel in follow-up to submission of the Declaration and exhibits. The Panel stated:

> Members of the Panel have reviewed the Declaration and its two exhibits. We understand you to be certifying, pursuant to the Panel's Second Interim Award, that Mr. Plummer shall repay Zeus a total net amount of $2,078,966.75 in attorneys' fees and other expenses and that net amount is derived in part by deducting $139,939.57 attributable to Zeus' preparation and prosecution of the Counterclaim.
>
> However, the Panel is encountering two difficulties in evaluating the Declaration and exhibits.
>
> First, all of the task entries appearing on Exhibit A have been wholly redacted as to the work performed. Accordingly, the Panel has no ability whatsoever to determine, pursuant to the Second Interim Award, which work was being performed on behalf of which client (*i.e.*, Zeus, Mr. Plummer, or both).
>
> Second, Exhibit B is described in your Declaration as an excerpt from a February 2025 Declaration on your part. None of the members of the Panel has been able to locate the February Declaration in the emails they received directly or uploaded to the AAA docket in this matter. Moreover, the excerpt that you have provided seems to have contradictory provisions in paragraphs 4 and 5. In particular, paragraph 4 states, "The fees reflected in the attached invoices and for which we are seeking recovery are for services performed specifically relating to Claimants' discovery-related motions." There is no

> mention of the Counterclaim. At the same time, paragraph 5 states, "For the instant motion on January 2, 2025, we have separated those fees into January through February, 2025, totaling $139,939.57."
>
> Do you, as the billing partner in this matter, reaffirm that, in your professional judgment, the work performed as reflected in Exhibit A to your Declaration of April 2, 2026 reflects work appropriately performed on behalf of Mr. Plummer (and/or on behalf of nominal corporate respondent Zeus)? And do you further reaffirm that the amount appropriately attributable to work performed on behalf of Zeus in preparing and prosecuting the Counterclaim is $139,939.57?

On April 6, 2026, counsel for Respondents responded by email, stating that Exhibit B to the Declaration "does not reflect time billed … to the Zeus counterclaim. There was an internal miscommunication as to what was needed for my April Declaration." The email message added, "We expect to have the total amount of fees for the counterclaim by no later than close of business pacific time tomorrow, April 7, 2026."

The April 6 email message also stated that, as to defense of both Respondents in this matter, Respondents' counsel estimated a 70%/30% allocation as between Plummer and Zeus. No explanation, much less detail, was provided to support this estimation.

Finally, the April 6 email message stated:

> I affirm that I have reviewed the invoices and the work performed as reflected in Exhibit A to my Declaration of April 2, 2026, reflects work appropriately performed on behalf of Mr.

Plummer (and/or on behalf of nominal corporate respondent Zeus). I do not affirm that the $139,939.57 amount mentioned in my Declaration reflects the work done to assert and prosecute the counterclaim. As mentioned above, the calculation of that number is in process.

On April 7, 2026, counsel for Respondents again followed up by email. The email message attached what it described as "summaries of the time … expended on the Zeus/Plummer counterclaim." The email message continued:

> The amount totals $20,421. The amount was calculated by adding the amounts from work that was 100% allocated to the counterclaim (List A attached) and defense and counterclaim work, of which approximately 30% was allocated to the counterclaim (List B attached). The amounts contained in my declaration of April 2, 2026 are revised as follows:
>
> * * *
>
> Total Fees: $2,458,906.32
>
> (Less Courtesy Discount $240,000)
>
> Total Net Amount: $2,218,906.32
>
> Allocation of Defense and Counterclaim Fees:
>
> Plummer: $1,553,234.42 (70%)
>
> Zeus: $665,671.89 (30%)
>
> Counterclaim Fees: $20,421
>
> Calculation of counterclaim fees –
>
> $15,385 (100%) Plus $5,036 (30% of $16,787.50).

I certify that I have reviewed and confirmed the amounts contained above and attached, and said amounts are correct.

Discussion

The question before the Panel is what amount of attorneys' fees and other expenses Plummer should reimburse Zeus, the nominal corporate respondent.

To put it mildly, the Panel is troubled by the form and substance of the submissions by Respondents' counsel in follow-up to the Panel's Second Interim Award. As to form, a declaration was submitted, followed by two email submissions (rather than a revised declaration) which materially revised the declaration.

As to the substance of the Declaration (and exhibits) and the correcting/modifying email submissions (and exhibits), the Panel finds as follows.

First, the Panel accepts the affirmation by Respondents' counsel that the attorneys' fees and other expenses said to be attributable to preparation and prosecution of Zeus' Counterclaim amount to $15,385. But the Panel does not find any principled or record basis for attributing to Zeus an additional 30%, to arrive at Counterclaim-related fees of $20,421.

Second, in turn, the Panel does not find any principled or record basis for attributing to Zeus 30% of the total defense fees, given its role in this matter as

a nominal corporate respondent. Rather, the Panel finds that at most 5% of the total net fees is an appropriate allocation, namely, Total Net Amount Fees of $2,218,906.32 less Counterclaim Fees of $15,385 = $2,203,521.32 times .05 = $110,176.06. Accordingly, Respondent Plummer shall reimburse Zeus $2,093,345.26 ($2,203,521.32 minus $110,176.06) in attorneys' fees and other expenses. Post-judgment simple interest shall accrue at the Legal Rate under Delaware law pursuant to 6 Del. C. § 2301.

Conclusion

In summary, Respondent Plummer, within thirty (30) days from the date of this Final Award of Arbitration Panel, shall reimburse Respondent Zeus the amount of $2,093,345.26 in attorneys' fees and other expenses, with post-judgment simple interest accruing at the Legal Rate under Delaware law pursuant to 6 Del. C. § 2301.

As noted above, Respondent Plummer shall also be responsible for 75% of all Arbitrator Compensation (totaling $418,548.60, with 75% equaling $313,911.45) and American Arbitration Association administrative fees (totaling $59,065.24, with 75% equaling $44,298.93). Claimants shall be responsible for 25% of said fees and expenses, 25% equaling $119,403.46. Respondent Plummer,

therefore, shall reimburse Claimants the amount of $119,595.99, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Claimants. Such amounts shall be paid by Respondent Plummer within thirty (30) days from the date of this Final Award of Arbitration Panel, with post-judgment simple interest accruing at the Legal Rate under Delaware law pursuant to 6 Del. C. § 2301.

This Final Award of Arbitration Panel is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are denied.

This Final Award of Arbitration Panel may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

IT IS SO ORDERED.

Dated: April 24, 2026

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William D. Johnston, Chair

Hon. Stephen Kane (Ret.), Arbitrator

Glenn J. Waldman, Arbitrator

Attachment 10(g)

Attachment 10(g)

1. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to cause to be prepared and filed all federal, state, and local tax returns and statements of Zeus Networks, LLC that have not been timely filed, and thereafter to cause all such returns and statements to be timely filed, as required by Section 10.5.1 of the Amended and Restated Limited Liability Company Operating Agreement ("Agreement"), attached to the Petition as Attachment 4(b).

2. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to personally reimburse Zeus Networks, LLC and any Petitioner for fines, penalties, or interest assessed by the Internal Revenue Service or any other taxing authority as a result of Respondent Lemuel Plummer's failure to file Zeus Networks, LLC tax returns. Upon noticed motion by any Petitioner or by Zeus, the Court shall determine the amount owed under this paragraph and enter a supplemental judgment for that amount, enforceable as a money judgment.

3. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to maintain accurate books and records of Zeus Networks, LLC as required by Section 10.3 of the Agreement, including documentation supporting each expenditure of Zeus Networks, LLC funds.

4. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to provide Petitioners, as Zeus Networks, LLC members, with reasonable access to the books and records of Zeus Networks, LLC, which shall be open for inspection by any Petitioner or its representative as provided in Sections 7.4 and 10.3 of the Agreement, attached to the Petition as Attachment 4(b).

5. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to provide Petitioners, as Zeus Networks, LLC members, with audited quarterly financial statements as required by Section 10.3 of the Agreement, attached to the Petition as Attachment 4(b).

LIANG LY LLP
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Los Angeles, California 90017
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6. Respondent Lemuel Plummer is ordered, effective immediately and on a going-forward basis, to make estimated tax and additional distributions in his capacity as manager of Zeus Networks, LLC, and without withholding distributions on account of any dispute with Petitioners, pursuant to Section 5.1 of Agreement, attached to the Petition as Attachment 4(b).

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