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

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

Plaintiffs,

vs.

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

Defendants.

EX PARTE
**MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

(Tier 3)

Case No.: 260402353

Judge: Tony F. Graf, Jr.

Request for Emergency Relief and Basis for Relief

Pursuant to Utah R. Civ. P. 65A, Plaintiffs BAM Franchising, Inc. (“**BAM**”), Ammon McNeff (“**Ammon**”), Matthew McNeff (“**Matthew**”), Josh Johnson (“**Josh**”), Brandon Best (“**Brandon**”) and Baker Bricks, LLC (“**Baker**”) dba Salem-Baker Bricks, Inc. (“**Baker Salem**”) (collectively, “**Plaintiffs**”), through counsel, respectfully submit this *Ex Parte* Motion for Temporary Restraining Order and Preliminary Injunction (“**Motion**”) seeking injunctive relief regarding the ongoing conspiratorial, intentional and malicious racketeering and associated unlawful activities and misconduct of co-Defendants.

Co-Defendants include Benjamin Paul Schneider (“**Schneider**”) and Reckless Ben LLC (“**Reckless Ben**”), Victor Nguyen (“**Victor**”) and unknown members of this collective and so-called **Schneider Group** (i.e., including Schneider’s agents, employees, contractors, affiliates and possibly DOES 1-15) and Bryan Mansell (“**Bryan**”).

The misconduct relates primarily to co-Defendants’ formation of an “Enterprise” prohibited under Utah’s little RICO statute and their associated campaign of unlawful acts, including extortion, defamation, harassment, stalking, nuisance, trespass, interference and other deceptive and improper conduct from December of 2024 to the date hereof. To achieve the extortionistic and other objectives of the Enterprise, co-Defendants conspired to and engaged in multiple episodes of unlawful activities in furtherance of the Enterprise. This included co-Defendants and their various agents’ direct and/or indirect:

- A. publication of false, defamatory and disparaging images, content and statements
falsely stating Plaintiffs committed criminal theft, elder exploitation and deceit as part

of co-Defendants' campaign to extort monies from and destroy business and personal interests of Plaintiffs';

- B. engagement in a coordinated campaign of extortion, threats, illegal acts, harassment, nuisance and intimidation targeting Plaintiffs, their franchisees, owners/executives, employees and their families at corporate headquarters, franchisee stores and private residences across multiple states;
- C. assertion and incitement of death, bomb and other threats of physical violence and related unlawful activities against Plaintiffs;
- D. repeated trespass upon, and defacing and destruction of property; and
- E. interference with economic relations of Plaintiffs.

While each cause of action stands on its own (i.e., independent of the primary RICO claims), all of co-Defendants' unlawful conduct has been and continues to be malicious, intentional (and/or in reckless disregard of the truth) and purposed to cause, and has caused **"immediate and irreparable injury, harm, destruction and damage"** to Plaintiffs and their businesses, reputations and safety. The record evidences:

1) that in the absence of injunctive relief immediate and irreparable injury, harm, destruction and damage to Plaintiffs and their businesses, reputations and safety will continue to occur,

2) that Plaintiffs' have a substantial likelihood of success on the merits of each cause of action or there is an existence of serious issues of fact/law,

3) that any nominal injury/inconvenience to co-Defendants is significantly outweighed by the injury, harm and prejudice to Plaintiffs, and

4) that public interests favor injunctive relief under the circumstances herein.

Background

BAM is the franchisor of the “Bricks & Minifigs” franchise system, which operates franchised retail stores (i.e., such as granted by BAM in writing to Josh, Brandon and Baker Salem) throughout the United States, which specialize in the purchase, sale and trade of LEGO® products, including new, used, and collectible sets and minifigures. Ammon and Matthew are co-owners and principals of BAM, with Ammon serving as President. The McNeffs have invested substantial time, resources, and capital in developing and protecting the Bricks & Minifigs brand, goodwill, and franchise system. (Verified Complaint, ¶¶ 16-17).

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

Schneider, as a principal and primary agitator and director respecting the actions of the Schneider Group, and the Schneider Group operate under the online dba, aka and/or persona

“Reckless Ben” and as a YouTuber (and on other paid online streaming platforms) and content creator with a substantial following and related social media platforms, including Patreon, Discord, TikTok, and Instagram. (*Id.*, ¶ 18).

As alleged in the Verified Complaint, beginning in early 2025 and continuing to date, co-Defendants engaged in a campaign of extortion, harassment, defamation, nuisance, interference, trespassing, stalking and intimidation targeting Plaintiffs and their business, though relating to a private civil matter between only Chrystal (and her company, BAMF Salem 1, LLC (“**Salem LLC**”)) and Bryan. The dispute related to Chrystal and her Salem LLC’s unauthorized and undisclosed private consignment/inventory arrangement with Bryan relating to alleged collector Star Wars LEGO sets, which Chrystal agreed to sell for Bryan with a profit sharing arrangement. (*Id.*, ¶¶ 19-20, 31).

When Chrystal failed to pay Bryan sales proceeds or to return the consigned inventory, a private civil dispute among them arose. Plaintiffs were not parties to and had no knowledge or or involvement whatsoever in the unauthorized consignment arrangement and were unaware of their private civil dispute. Nevertheless, realizing that neither had the LEGO inventory to return or money to pay sale proceeds (as Chrystal abandoned the Salem LLC store without paying or returning any consigned inventory to Bryan), Chrystal and Bryan conspired to fabricate and blame Plaintiffs’ for their private problem and for contrived “stolen” inventory, and entered into a campaign to shake down BAM and Baker Salem for monies that neither owed, through co-Defendants’ formation of the foregoing Enterprise and associated unlawful activities. (*Id.*, ¶¶ 36, 38, 58).

The 5/21/26 YouTube Video published by Schneider

Of primary relevance and after a year of unlawful activities intended to extort a \$200,000 payment from BAM and/or Baker Salem, on 5/21/26, Schneider published a YouTube video entitled, “**I tracked down the thief who stole \$200,000 of LEGO**”, as supplemented by subsequent video podcasts (collectively, the “**Publications**”). The video repeatedly and falsely asserts BAM, Baker Salem, their corporate owners and personnel (with the cover up by local police) committed theft and other criminal conduct, lied and engaged in other corruption, which constitutes defamation *per se*. The video opens by stating that a LEGO collection worth approximately \$200,000 was “**stolen**” and that “**the thief**” is BAM. The video further falsely states that police are “**actively working with the thieves**” to “**cover up**” the theft. (*Id.*, ¶¶ 66, 109-111).

IMPORTANTLY - the most effective means of understanding co-Defendants’ Enterprise and their unlawful activities in furtherance thereof is to view the initial 5/21/26 YouTube Video, a downloaded and viewable copy of which is referenced in **Exhibit C** to the Verified Complaint, which has been provided in a USB zip drive for the convenience of the Court. Plaintiffs suggest that after reviewing the following *Background Facts*, the Court watch the 5/21/26 YouTube Video. Thereafter, the rest of the incorporated *Statement of Additional Facts* will be more understandable and the basis for the requested injunctive relief will be crystal clear.

Background Facts

1. Chrystal was initially employed as a BAM owned entity and corporate employee / store manager for BAM’s then subsidiary corporate-operated Bricks & Minifigs location in Salem, Oregon. During her tenure, she expressed interest in becoming a private franchisee, as the owner (with her husband Benjamin) of Salem LLC and individually, and in purchasing the

Salem Oregon store she managed. BAM agreed to her proposed private franchisee affiliation and purchase within BAM's established franchise agreement structure pursuant to the terms of a written 2/6/23 *Franchise Agreement* ("FA") between BAM and Salem LLC, Chrystal and Benjamin and a 2/2/23 *Business and Asset Purchase Agreement* ("APA") between BAM and Chrystal and Benjamin. (*Id.*, ¶ 20).

2. The APA confirmed a Closing Date of 2/2/23 in Section 4.1, directed that Utah law governed in Section 10.3 and required Chrystal and Benjamin to timely pay purchase price installments, royalties and other consideration, to obtain landlord consent to a lease assignment for Salem LLC, to coordinate account transfers, among other obligations for the purchase in Sections 2 and 3. (*Id.*, ¶ 21).

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

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

This established BAM's senior claim to and/or lien respecting any "inventory" and "accounts" and other collateral. Section 2.3 similarly directed that:

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

Section 8.2 mandated that

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

(*Id.*, ¶ 22).

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

C. Services, Products and Vendors.

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

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

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

(*Id.*, ¶ 23).

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

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

(*Id.*, ¶ 24).

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

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

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

9. Excepting only respecting the foregoing unpaid lease, BAM did so as a *bona fide* purchaser, without notice of any third party claims or liens of any kind, including Chrystal and

Benjamin’s undisclosed and alleged 11/22/23 Consignment Agreement with Brian, referenced *infra*. (*Id.*, ¶ 28).

10. Prior to and at the time of repossession, BAM’s representative, Brandon, conducted an informal and video inventory of the Salem LLC fixtures and inventory. While he did not locate or identify any product that was identified as consigned or not owned by Salem LLC, he concluded that the maximum value of any residual inventory was less than \$38,000. Less than \$5,000 worth of Star Wars LEGO product could be located and identified in the entire residual Salem LLC onsite inventory. (*Id.*, ¶ 29).

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

Undisclosed and Unauthorized 11/22/23 Consignment Agreement.

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

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

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

15. Regarding the arrangement and storage, Bryan has described the arrangement as follows (emphasis added):

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

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

See Informal Transcript of 4/16/25 “Collecting Weekly” YouTube video entitled “**Help a Fellow Collector!! Bricks & Minifigs Keizer / On Your Bumper**” at minute 44-45, which is referenced but not shown by Schneider in his 5/21/26 YouTube Video (defined below as

included in Publications) and posted on Facebook by Chrystal at Salem LLC. Notably, Chrystal confirmed that the collection was not to be stored at the Salem LLC store. (*Id.*, ¶ 34).

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

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

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

19. Chrystal failed and refused to pay Bryan monies that may have been due to him under the Consignment Agreement. (*Id.*, ¶ 38).

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

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

22. Brandon was engaged as a contracted inventory inspector for BAM and was requested to inspect and inventory the Salem LLC store at the time of repossession. After Brandon secured the location incident to the termination and completed the inventory, Josh expressed to BAM his interest in acquiring a franchise for the store location. (*Id.*, ¶ 41).

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

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

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

the undisclosed private consignment arrangement without notice to or the consent of BAM. (*Id.*, ¶ 43).

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

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

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

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

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

Bryan Demands Return of Allegedly Consigned LEGO Product Without Evidence.

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

30. Bryan showed up later that day and began yelling at personnel and holding up purported consignment paperwork demanding the immediate return thereof or payment of \$80,000. Josh interceded and asked to review it and briefly did so and pointed out that neither BAM (nor Josh and Brandon) were a party to this purported arrangement. As he claimed he had a purported inventory list, Brandon and Josh invited him to review the limited number of LEGO sets on display, which were in BAM's corporate owned store at that time. When Bryan could not identify any Baker Salem LEGO sets on his purported list, he stated Josh was lying and was told to leave. He left in anger. (*Id.*, ¶ 49).

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

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

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

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

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

36. Upon information and belief, Bryan attempted to obtain payment from Salem LLC, Chrystal and Benjamin, but such was unsuccessful, as Chrystal had no money to pay him for sales of any allegedly consigned product. (*Id.*, ¶ 55).

37. Many months later in the fall of 2025, and only after Baker Salem had entered its 3/27/25 *Business and Asset Purchase Agreement*, Brandon gained access to Salem LLC's archived and incomplete POS accounting system, which he discovered identified Star Wars "lot sets" from Star Wars regular "lots" inventory sales. This inventory sale distinction was unclear to Brandon and Josh, and Chrystal had never explained the significance, if any, to anyone, but

Brandon much later in 2026 discovered that approximately 367 purchases of lot sets (for an estimated retail value of \$46,000) and 336 purchase of lots (for an estimated retail value of \$12,600) had occurred after 2023. He still could not, however, confirm the specific products sold (and whether they had been consigned or not). A copy of this informal audit and recent discovery, including the purported inventory list provided by Bryan in or after May of 2025, is attached as **Exhibit B** to the Verified Complaint. (*Id.*, ¶ 56).

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

Conspiracy and Formation of “Enterprise” to Engage in Unlawful Activities.

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

40. Commencing after Baker Salem began operations as a new franchisee and continuing to date, Schneider and the Schneider Group (with the support of Bryan and Chrystal) waged a malicious and intentional campaign of extortion and destruction through independent episodes of unlawful activities against Plaintiffs. Such included periodic harassment through

phone calls, numerous disruptive store or office visits, repeated instances of trespass, deceptively staged events (i.e., disingenuous coronation, rally, raffle, store front table promotion, etc.), a fictitious Lego Club rally, manufactured and frivolous complaints to police, private and public nuisances, threatening phone calls, numerous deceptive live and telephonic impersonations, in person and remote threats (and via proxies), frivolous sham lawsuits (splitting claims in multiple ineffective small claims actions), etc.), issuing the Publications of defamatory and disparaging images and content, all in furtherance of the Enterprise. (*Id.*, ¶¶ 64-65).

Resulting Harm and Targeted Extortion, Harassment, and Threats of Violence.

41. As set forth in detail in the Verified Complaint, ¶¶ 84-103, commencing in December 2025 and escalating through March and in May of 2026, Schneider and the Schneider Group engaged in a coordinated campaign of extortion, harassment, stalking, trespass and impersonation targeting Plaintiffs across multiple states, including (i) entering BAM’s corporate offices, filming without permission, demanding \$200,000, and threatening that matters would become “very bad” if Plaintiffs did not pay (*id.*, ¶¶ 85-86); (ii) impersonating federal delivery personnel (UPS/USPS) and approaching the private residences of Josh, Brandon, and Josh’s sister in American Fork, Sandy, and Pleasant Grove, Utah, delivering humiliating packages and fraudulently obtaining signatures (*id.*, ¶¶ 92-95); (iii) impersonating church congregation members and investigators to lure Plaintiffs out of their homes (*id.*, ¶¶ 95-96); (iv) repeated trespass at store locations and private residences despite multiple police warnings (*id.*, ¶¶ 97-101); and (v) Schneider’s multiple arrests on stalking and picketing charges in March 2026, his release on bail, and immediate resumption of harassment (*id.*, ¶¶ 97-98).

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

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

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

44. As set forth in detail in the Verified Complaint (¶¶ 116-132), on or about 5/21/26, following publication and online amplification of Schneider’s false accusations through the Publications, co-Defendants directly or indirectly solicited, incited and/or caused BAM and its associated franchisees and personnel to receive death, bomb and other threats (*id.*, ¶ 116). These threats have been reported to local law-enforcement agencies and the FBI. Verified Complaint, Ex. K (copies of threats). The threats included emails stating, *inter alia*: (i) “I got a corporation with Frenchie’s and our specialty is messing your shit right up Hope your dickhead CEO is a strong boy”; and (ii) “I will be mailing you guys some explosive Lego sets. Super hot items, so

hot they are to go boom. Your CEO has 2 days to step down before random stores gonna get fun packages” (*Id.*, ¶¶ 118-119).

45. These threats and ongoing harassment have caused immediate and irreparable harm to Plaintiffs, including risk to employee, franchisee and customer safety; business interruption; reputational injury; increased security costs; store disruption; management distraction; and fear among personnel and their families. (*Id.*, ¶¶ 120-121). BAM continues to experience irreparable adverse impacts, including damage from continued defamatory statements online, threatening communications, media inquiries, reputational damage and substantial legal and public relations expenses. (*Id.*, ¶ 121). Schneider also made additional statements using hate speech and religious bigotry, inciting followers to engage in the same harassment and threats. (*Id.*, ¶ 122).

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

47. Schneider’s conduct constitutes, *inter alia*, (i) defamation *per se* (assertions of theft, criminal conspiracy, fraud and elder exploitation), actionable under Utah law without proof of special damages (*id.*, ¶ 124); (ii) stalking under Utah Code § 76-5-106.5, including following, monitoring, surveilling, threatening and communicating to or about Plaintiffs in a manner intended to frighten, intimidate or harass (*id.*, ¶ 129); (iii) repeated trespass after receiving warnings from (and arrests by) multiple police departments (*id.*, ¶ 126); (iv) brand dilution through the “We Steal From Old People” slogan, website and merchandise (*id.*, ¶ 127); (v) false light invasion of privacy by portraying Plaintiffs as criminals, thieves, and exploiters of the

elderly (*id.*, ¶ 128); (vi) private and public nuisance (*id.*, ¶ 130); (vii) tortious interference with economic relations; (viii) intentional infliction of emotional distress; and (ix) civil conspiracy. *See* Verified Complaint, ¶¶ 133-217 (setting forth each cause of action).

48. Immediate injunctive relief, in the forms of a Temporary Restraining Order (“**TRO**”) and Preliminary Injunction (“**PI**”) against co-Defendants, the Schneider Group, their affiliated companies, associates, co-conspirators, agents, and representatives, including Reckless Ben, should be immediately issued to enjoin them from further extortion, defamation, stalking, nuisance, false light, trespass and interference with Plaintiffs’ business and to protect Plaintiffs, their employees, franchisees, customers, and families from continuing irreparable injury, threats, and harm. A proposed form TRO is lodged herewith.

Consistent with Rule 65A(b)(1)(B), Plaintiffs certify that they have emailed a copy of the Complaint with Exhibits and this Motion to Defendants, and will expeditiously attempt service of the Summons, Complaint and Motion on co-Defendants. Notice should not be required prior to entry of the TRO for several reasons: (1) Plaintiffs have reason to believe that some Defendants, including Schneider (who controls Reckless Ben and the YouTube channel where the Publications are located), is currently out of the country; Plaintiffs continue to suffer ongoing and irreparable harm each day the video remains online; and Plaintiffs have reason to believe that some Defendants have previously failed to appear for court hearings.

Statement of Additional Facts

As the factual history is extensive, complicated and already set forth in the Verified Complaint and to facilitate the Court’s more efficient review thereof, Plaintiffs incorporate by

reference paragraphs 66 to 115 therein (which summarize the video images and content) in support of this Motion.

Argument

I. PLAINTIFFS' MOTION FOR ENTRY OF A TRO AND PRELIMINARY INJUNCTION SHOULD BE GRANTED.

Utah R. Civ. P. 65A(f) authorizes the issuance of a TRO and/or a preliminary or permanent injunction (“**PI**”) where the moving party can show (i) it has a substantial likelihood of success in prevailing on the merits of the underlying claim; (ii) it will suffer irreparable harm unless the order or injunction is issued; (iii) the threatened injury to the applicant outweighs whatever damage the proposed order or injunction may cause the restrained party; and (iv) the order or injunction is not adverse to the public interest.

In *System Concepts, Inc. v. Dixon*, 669 P.2d 421, 428 (Utah 1983), the Utah Supreme Court upheld the issuance of a PI, observing that injunctive relief “is an *anticipatory* remedy purposed to *prevent* the perpetration of a *threatened* wrong or to compel the cessation of a *continuing* one. Furthermore, it is an instrument of equity to be invoked where the party has no adequate legal remedy.” *Id.* (citing *Anderson v. Granite School Dist.*, 17 Utah 2d 405, 413 P.2d 597, 599 (1966)). As established below, each of the Rule 65A elements are satisfied here and Plaintiffs are entitled to immediate injunctive relief against co-Defendants and any and all persons in any way affiliated with them (“**Affiliates**”).

A. Plaintiffs are Substantially Likely to Prevail on the Merits of Their Claims Against co-Defendants.

As established by the co-Defendants’ foregoing misconduct, including as evidenced by the documentary and testimonial record, injunctive relief should be granted against co-

Defendants and their Affiliates because Plaintiffs can prove each of their claims or have substantial likelihood of prevailing on the merits of their claims (or such present serious issues of fact and law).

Utah RICO. Plaintiffs have a substantial likelihood of prevailing on their claims under Utah Code § 76-17-401 *et seq.* (Utah’s “little RICO” statute). Co-Defendants organized and created an “enterprise” within the meaning of Utah Code § 76-17-401(1), as a group of individuals associated in fact for the common purpose of conducting the pattern of unlawful activity described herein. Co-Defendants actively participated in, directed, managed and engaged in the affairs of the Enterprise, including through a “pattern of unlawful activity” within the meaning of Utah Code § 76-17-401(2), consisting of multiple and continuous episodes (more than three) of unlawful activity, including racketeering, profiteering, disparagement, defamation, interference, harassment trespassing and nuisance. The predicate acts include: (a) defamation and disparagement through the Publications; (b) theft by deception through staged and deceptive raffle tickets, promotions and impersonations of USPS / UPS personnel, religious congregation members and investigators; (c) theft by extortion by threatening to release “damaging (and doctored) videos harming” BAM unless BAM paid \$300,000, and by demanding \$200,000 and stating matters would become “very bad” if BAM did not pay; (d) communications fraud¹ through publishing false statements across YouTube, Patreon, podcasts, websites and social

¹ “An actor commits communications fraud if the actor has devised any scheme or artifice to defraud another or to obtain from another money, property, or anything of value by means of false or fraudulent pretenses, representations, promises, or material omissions, and who communicates directly or indirectly with any person by any means for the purpose of executing or concealing the scheme or artifice.” Utah Code Ann. § 76-6-525(2).

media; (e) criminal simulation² by creating fake contracts, fraudulent court papers and fake awards; (f) deceptive business practices³; (g) harassment, intimidation and stalking; (h) obstruction of justice⁴; and (i) inciting death, bomb and other threats. Co-Defendants sought and received proceeds from this pattern of unlawful activity, including paid streaming revenues, advertising revenues, merchandise sales, subscriber fees and Patreon contributions. Plaintiffs are entitled to actual damages, statutory damages equal to twice actual damages, attorneys' fees and injunctive relief under Utah Code § 76-17-403.

Defamation Per Se and Defamation. Plaintiffs are substantially likely to prevail on their claims for Defamation and Defamation *Per Se* based upon co-Defendants' documented publication of false and injurious statements of fact to third parties, including to YouTube's millions of users, customers and the general public. Co-Defendants falsely stated that Plaintiffs

² "An actor commits criminal simulation if, with intent to defraud another, the actor: (a) makes or alters an object in whole or in part so that it appears to have value because of age, antiquity, rarity, source, or authorship that it does not have; (b) sells, passes, or otherwise utters an object so made or altered; (c) possesses an object so made or altered with intent to sell, pass, or otherwise utter it; or (d) authenticates or certifies an object so made or altered as genuine or as different from what it is." Utah Code Ann. § 76-6-518.

³ "An actor commits deceptive business practices if the actor, in the course of business: (a) uses or possesses for use a false weight or measure, or any other device for falsely determining or recording any quality or quantity; (b) takes or attempts to take more than the represented quantity of any commodity or service when as buyer the actor furnishes the weight or measure; or (c) sells, offers, or exposes for sale adulterated or mislabeled commodities." Utah Code Ann. § 76-6-507.

⁴ "[A]n actor commits obstruction of justice in a criminal investigation or proceeding if the actor, with intent to hinder, delay, or prevent the investigation, apprehension, prosecution, conviction, or punishment of any person regarding conduct that constitutes a criminal offense...(b) prevents by force, intimidation, or deception, a person from performing an act that might aid in the discovery, apprehension, prosecution, conviction, or punishment of any person; (c) alters, destroys, conceals, or removes an item or other thing;...(f) provides a person with transportation, disguise, or other means of avoiding discovery or apprehension;...(j) provides false information regarding a suspect, a witness, the conduct constituting an offense, or any other material aspect of the investigation." Utah Code Ann. § 76-8-306(2).

“**stole**” an entire LEGO collection worth approximately \$200,000, that Plaintiffs “**steal from old people**”, that police are “**actively working with the thieves [i.e., Plaintiffs]**” to “**cover up**” the matter, that BAM’s CEO was “**in on this cover-up**”, and that Plaintiffs operate a “**criminal enterprise**”. These statements constitute defamation *per se* under Utah law because they unambiguously assert Plaintiffs of committing serious crimes, including theft, criminal conspiracy, fraud, corruption and elder exploitation, which are statements actionable *per se* without proof of special damages. *See Jacob v. Bezzant*, 2009 UT 37, ¶ 26, 212 P.3d 535, 545 (stating that statements that are defamation *per se* have been required to be false and “allege criminal conduct on the part of the plaintiff”). Moreover, co-Defendants are liable for defamation.⁵ Co-Defendants made these false statements with actual malice, that is, with knowledge of their falsity or reckless disregard for their truth or falsity, knowing that no court or law enforcement agency had made any such findings.

Civil Stalking. Plaintiffs are substantially likely to prevail on their claims for civil stalking and nuisance based upon the Schneider Group’s misconduct (as supported with the knowledge of co-Defendants). Such misconduct constitutes stalking under Utah Code § 76-5-106.5 because Schneider and the Schneider Group intentionally and knowingly engaged in a sustained course of conduct directed at specific persons (including Plaintiffs, their employees, franchisees and their family members) that would cause a reasonable person to suffer emotional distress or fear for their safety or the safety of their family. Schneider’s course of conduct

⁵ A *prima facie* case for defamation must demonstrate that (1) the defendant published the statements; (2) the statements were false; (3) the statements were not subject to privilege; (4) the statements were published with the requisite degree of fault; and (5) the statements resulted in damages. *See Jacob v. Bezzant*, 2009 UT 37, ¶ 21.

included (i) repeatedly approaching and trespassing upon private residences of Plaintiffs' employees and affiliates in American Fork, Sandy, and Pleasant Grove, Utah after receiving trespass warnings; (ii) parking outside homes and surveilling residents; (iii) following individuals and their family members; (iv) filming into residences; (v) making repeated contact attempts with family members including children; and (vi) falsely and deceptively impersonating delivery personnel, religious congregation members and investigators. Such has created a private and public nuisance and has interfered with, harassed and intimidated Plaintiffs' life activities. Schneider has already been arrested multiple times on stalking-related charges arising from this conduct, but such has not deterred the Schneider Group from its avowed campaign of destruction respecting Plaintiffs as evidenced in this record.

Trespass. Plaintiffs are substantially likely to prevail on their claim for Trespass. Co-Defendants conspired for Schneider and the Schneider Group to intentionally and unlawfully enter, trespass and remain upon Plaintiffs' store locations, corporate offices and the private residences of Plaintiffs' employees, franchisees, affiliates and family members after being explicitly warned to leave. Co-Defendants continued to return to these locations after receiving explicit trespass warnings from multiple law enforcement agencies, including the American Fork, Sandy, Pleasant Grove, Orem, South Jordan, Provo and Keizer Police Departments and BAM. In December 2025, Schneider and a Schneider Group associate unlawfully entered BAM's corporate offices in Utah and remained on the premises after being asked to leave, filming without permission using concealed recording devices. During this encounter, Schneider demanded \$200,000 and stated that failure to pay would result in reputational harm and

threatened that matters would become “very bad.” Schneider was arrested multiple times as a result of his repeated trespass.

Civil Conspiracy. Plaintiffs are substantially likely to prevail on their claim for Civil Conspiracy against co-Defendants based upon their and Schneider Group’s concerted efforts to create, plan and implement the malicious and intentional campaign of misconduct alleged, which stems from and is based upon information provided by Bryan, Chrystal and Benjamin. Schneider conspired with one or more other persons, including Brian (the original consignment claimant from the Salem dispute), Crystal, Benjamin and potentially their attorneys and other co-conspirators, to commit the intentional and unlawful acts alleged in the Verified Complaint (and summarized herein). In a 2/5/26 call with BAM as part of dispute resolution, Chrystal and Benjamin directly and indirectly threatened BAM and its representatives, asserting, *inter alia*, that if BAM did not satisfy their extortionistic demand for the payment of \$300,000, Chrystal, Benjamin and Bryan “would not be able to control the ‘documentarian’ Schneider from releasing damaging (and doctored) videos harming the company.” This extortionate threat evidences (i) co-Defendants’ knowledge and involvement in the campaign; (ii) coordination and conspiracy among co-Defendants; (iii) use of Schneider’s Publications as a weapon to extort payments; and (iv) malicious intent underlying the entire campaign.

Tortious Interference with Economic Relations. Plaintiffs are likely to prevail on their claim for Tortious Interference with Economic Relations.⁶ Co-Defendants intentionally and

⁶ “[I]n order to recover damages, the plaintiff must prove (1) that the defendant intentionally interfered with the plaintiff’s existing or potential economic relations, (2) for an improper purpose or by improper means, (3) causing injury to the plaintiff.” *Overstock.com, Inc. v. SmartBargains, Inc.*, 2008 UT 55, ¶ 18, 192 P.3d 858, 864 (Sup.Ct.).

maliciously interfered with Plaintiffs' existing and prospective economic relations, including relationships with hundreds of franchisees, thousands of customers, employees, vendors, suppliers, landlords and financial institutions. Co-Defendants interfered by: (i) setting up a booth outside a BAM store location and, by Schneider's admission, stopping customers from entering the store; (ii) directly confronting and redirecting customers and employees with defamatory accusations; (iii) publishing false accusations designed to drive customers away; (iv) encouraging third parties to harass and boycott Plaintiffs' stores; (v) distributing fake and unauthorized raffle tickets and promotions and issuing gift certificates that disrupted customer relations; (vi) defacing property and posting defamatory signage; (vii) soliciting BAM employees to act as "undercover agents" to sabotage the business; and (viii) harassing and intimidating employees. *See Overstock.com, Inc. v. SmartBargains, Inc.*, 2008 UT 55, ¶ 18, 192 P.3d 858, 864.

Intentional Infliction of Emotional Distress. Plaintiffs are substantially likely to prevail on their claim for Intentional Infliction of Emotional Distress. Co-Defendants intentionally and maliciously engaged in extreme and outrageous conduct, exceeding all bounds tolerated in a civilized society. The conduct included (i) death, bomb and other threats directed at Plaintiffs and their employees; (ii) repeated confrontations at private residences, including approaching family members and children; (iii) impersonation schemes using fake USPS / UPS uniforms, fake religious congregation members, fake Guinness World Records personnel and fake investigators; (iv) surveillance and filming into homes using concealed cameras; (v) threats to "**ruin**" Plaintiffs' lives; (vi) statements that Schneider would "**stop at nothing**" and do "**whatever it takes**"; (vii) statements framing Plaintiffs' options as the "**easy way**" (paying

extortion) or the “**hard way**” (continued harassment and physical destruction); and (viii) inciting viewers to harass, threaten and take action against Plaintiffs. Following the Publications, Plaintiffs received threatening emails. As a direct and proximate result of Schneider’s extreme and outrageous conduct, Plaintiffs, their employees, franchisees, and family members have suffered severe emotional distress, including fear for their physical safety, anxiety and psychological harm.

Injurious Falsehood, Trade Disparagement and False Light. Plaintiffs are substantially likely to prevail on their claims for injurious falsehood, trade disparagement and false light. Co-Defendants created the “**We Steal From Old People**” campaign, website and merchandise, falsely branding Plaintiffs and the BAM franchise system as elder-theft criminals. Co-Defendants’ misconduct has placed Plaintiffs in a false light before the public by portraying them as criminals, thieves and exploiters of the elderly. -Defendants published false statements that Plaintiffs “lost in court,” that a “default judgment proves liability” and that BAM stores have “permanently closed” to “avoid paying” and “escape liability.” These statements were published with knowledge of their falsity or reckless disregard for the truth, as no court had entered any such judgment and the stores remained open. Schneider’s use of the “We Steal From Old People” slogan, website and merchandise in connection with the BAM brand constitutes trademark dilution, tarnishing and damaging BAM’s brand. *See Stien v. Marriott Ownership Resorts*, 944 P.2d 374, 380 (Utah Ct. App. 1997).

Nuisance. Plaintiffs are substantially likely to prevail on their claim for Nuisance. Co-Defendants substantially and unreasonably interfered with Plaintiffs’ private use and enjoyment of their land through (i) monitoring, surveilling and following Plaintiffs and their employees; (ii)

threatening or communicating to or about Plaintiffs in a manner intended to frighten, intimidate or harass; (iii) making statements that Plaintiffs deserved to have their “life ruined” and that Schneider would do “whatever it takes” and “stop at nothing”; (iv) causing and inciting third parties to issue death, bomb and other threats; and (v) disturbing the peace. The conduct was both a private nuisance⁷ because it substantially and unreasonably interfered with Plaintiffs’ use and enjoyment of their properties, and a public nuisance⁸ because it unreasonably interfered with the rights of the general public, including customers’ rights to access stores without harassment, residents’ rights to enjoy their neighborhoods without defamatory signage and constant police presence, and the general peace and safety of the community.

B. Plaintiffs Will Suffer Immediate and Irreparable Injury If a TRO is Not Issued.

If co-Defendants, including the Schneider Group and Affiliates are not restrained and enjoined from continuing the foregoing misconduct, Plaintiffs will continue to suffer irreparable harm, which cannot be remedied by monetary damages.

In speaking of the “irreparable harm” element of Rule 65A, the Utah Supreme Court has recognized that “[t]o *prevent* wrong is the peculiar province of equity.” *System Concepts*, 669 P.2d at 428. Where a defendant’s conduct “has been . . . and promises to be of such character, that damages *may* result . . . they would be irreparable, in the sense that they could be estimated

⁷ “A private nuisance is generally defined as a substantial and unreasonable nontrespassory interference with the private use and enjoyment of another’s land.” *Turnbaugh v. Anderson*, 793 P.2d 939, 942 (Utah Ct. App. 1990).

⁸ “To be considered public, the nuisance must affect an interest common to the general public, rather than peculiar to one individual, or several.” *Solar Salt Co. v. S. Pac. Transp. Co.*, 555 P.2d 286, 289 (Utah Sup.Ct. 1976).

only by conjecture and not by any accurate standard.” *Id.* (citing *Columbia College of Music & School of Dramatic Art v. Thunberg*, 116 P. 64 Wash. 19, 116 P. 280, 282 (1911)). “Generally, irreparable harm is that which cannot be adequately compensated in damages or for which damages cannot be compensable in money, in other words, harm from which the injured party cannot be made whole by monetary compensation.” *Zagg, Inc. v. Harmer*, 2015 UT App 52, ¶ 6, 345 P.3d 1273 (citation and internal quotation marks omitted).

In essence “[i]rreparable injury, in the injunctive relief context” is “[w]rongs of a repeated and continuing character, or which occasion damages that are estimated only by conjecture, and not by any accurate standard” *System Concepts*, 669 P.2d at 427–28. The overwhelming authority on this issue dictates that harm is irreparable, whether it be in the form of lost customers, “loss of business and goodwill,” or other unquantifiable damage, where the actual loss “could be estimated only by conjecture and not by any accurate standard.” *See id.* at 427–29; *Hunsaker v. Kersh*, 991 P.2d 67, 69-70 (Utah 1999); *Johnson v. Hermes Assocs., Ltd.*, 128 P.3d 1151 (Utah 2005); *Heideman v. S. Salt Lake City*, 348 F.3d 1182, 1189 (10th Cir. 2003).

The co-Defendants’ ongoing campaign of destruction, defamation, harassment, interference and stalking has caused and continues to cause irreparable harm to Plaintiffs. On or about 5/21/26 and following publication and online amplification of the Schneider Group’s false assertions through the Publications, BAM and associated franchisees and their personnel received death and bomb threats, as well as have been the object of incited violence against them. These threats and incitements have created an immediate safety risk to employees,

franchisees, customers, families and the public, and require emergency injunctive relief in the form of a TRO and PI.

The threats and ongoing harassment have caused immediate and irreparable harm, including risk to employee safety; risk to franchisee safety; risk to customer safety; business interruption; reputational injury; increased security costs; store disruption; management distraction; and fear among personnel and their families. BAM continues to experience ongoing serious adverse impacts including damage from continued defamatory statements online; threatening communications; media inquiries; reputational damage; and substantial legal and public relations expenses. Monetary damages alone cannot remedy bomb threats, death threats, business destruction threats and the ongoing risks of continued harassment, nuisance and interference respecting BAM, its franchisees, employees, customers and family members.

The Schneider Group's (with the knowledge and support of co-Defendants) repeated defamation, harassment, interference and trespass, disregard of written notices and warnings, as well as Schneider's multiple personal arrests on stalking charges, his failure to appear in court and the Schneider Group's continued publication of defamatory content and incitement of followers to harass Plaintiffs demonstrates the Plaintiffs' substantial likelihood of success respecting co-Defendants' past and ongoing misconduct. If not enjoined, they will continue to cause irreparable injury and harm to the businesses and persons of Plaintiffs that cannot be adequately calculated by any reliable measure.

Moreover, co-Defendants in conspiracy with and through Schneider have publicly stated that he (and indirectly they) will do "whatever it takes," that he (and indirectly they) will "stop at nothing" to destroy Plaintiffs and that BAM and its franchisees deserve to have their "li[ves]

ruined.” The Schneider Group has even solicited and incited BAM employees to act as “undercover agents” to support the effort to take “the entire corporation down.” This ongoing and malicious campaign of destruction has created and poses a substantial risk of further disparagement, harassment, nuisance, unauthorized access, employee manipulation, interference and business disruption that cannot be remedied by monetary damages.

Co-Defendants, directly or indirectly, have demonstrated a complete disregard of the rights of Plaintiffs with respect to their businesses, employees, franchisees, customers and families such that the history, combined with the ongoing threat of harm, clearly constitutes a clear threat of an immediate and ongoing irreparable injury, loss and damage to Plaintiffs.

Significantly, the Schneider Group’s campaign of destruction has disparaged and interfered with Plaintiffs’ business operations, including by frightening, intimidating and driving away customers, damaging franchise relationships and creating confusion in the marketplace. Schneider set up a booth outside a BAM store location, which, by his own admission, impeded, stopped and redirected customers from entering the store, directly interfering with Plaintiffs’ business operations, intimidating and scaring customers and compromising customer relationships.

The Schneider Group’s coordinated communications with individuals, entities and governmental agencies, combined with their publication of false statements stating Plaintiffs have committed criminal theft and elder exploitation, have caused significant damage to Plaintiffs’ goodwill, reputations and relationships with their economic relations. Such conduct has caused and will continue to result in irreparable harm (i.e., including the loss of existing customers, loss of prospective customers, interference with franchise relationships, damage to

Plaintiffs' ability to recruit new franchisees, increased costs of security at store locations, business interruption, costs of removing defamatory signage and materials, management distraction and legal costs) that cannot be adequately calculated. Accordingly, the Court should immediately issue injunctive relief in the form of a TRO, followed by a PI, to prevent further harm.

C. The Threatened Injury to Plaintiffs Outweighs Any Injury to Defendant if Injunctive Relief is Not Issued.

Plaintiffs seek to stop the immediate irreparable harm that has occurred, and that will continue to occur, due to co-Defendants' ongoing campaign of defamation, harassment, stalking, trespass, nuisance and tortious interference. Such harm will only escalate if left unchecked. As the YouTube Video continues to garner views, the threatened injury to Plaintiffs grows more severe with each passing day. Plaintiffs have received death and bomb threats, causing Plaintiffs' employees, franchisees and their families to fear for their safety. Plaintiffs' business operations have been disrupted, and their reputations have suffered significant damage.

Conversely, as the co-Defendants' actions have not been lawful, they will incur no injury or loss from being required to comply with applicable law, which rejects all of their alleged misconduct. *Arguendo*, any damages to co-Defendants will, at best, be minimal and directly arise from their own voluntary wrongful conduct. Indeed, co-Defendants will suffer no legitimate harm from being restrained from making threats, trespassing, interfering, impersonating officials, harassing Plaintiffs' employees and families, or publishing defamatory statements regarding Plaintiffs' criminal conduct. The proposed TRO and PI will not restrain lawful criticism or reporting; rather, it will only restrain unlawful conduct that has already resulted in death threats, bomb threats, arrests and the alleged misconduct.

D. Public Interest Favors Entry of a TRO.

By granting injunctive relief, the Court will protect Plaintiffs, their employees, franchisees, customers, and their families from threats of violence and the other misconduct asserted herein. The public has a strong interest in preventing criminality and violence, including death threats, bomb threats, stalking, disparagement and harassment. The proposed TRO and PI do not seek to restrain lawful criticism or legitimate reporting. They seek narrow emergency relief prohibiting co-Defendants, their associates, co-conspirators, and Affiliates, including the Schneider Group and Reckless Ben LLC, and all persons acting in concert with any of them, from: threatening violence; encouraging others to threaten or harass; doxxing personnel; entering or approaching company locations and private residences after notice; trespassing, impersonating Bricks & Minifigs or others; blocking entrances; interfering with customers; soliciting employees to act as undercover agents; using deceptive documents to deter police calls; harassment and nuisance and destroying evidence. This narrow relief is clearly in the public interest.

E. No Security Should Be Required, or Minimal Security Should Be Set.

In Utah, no security is required for the issuance of an injunction if “it appears that none of the parties will incur or suffer costs, attorney fees or damage as the result of any wrongful order or injunction.” Utah R. Civ. P. 65A(d)(1). An injunction in this case would simply preserve Plaintiffs’ valuable legal and business rights, protect Plaintiffs’ employees, franchisees, and families from threats and harassment, and maintain the status quo during the pendency of the underlying action. Co-Defendants will suffer no legitimate harm from being restrained from making unlawful threats, trespassing, impersonating officials, harassing Plaintiffs’ employees

and families, interfering, creating private and public nuisances or publishing defamatory statements regarding Plaintiffs of criminal conduct. Therefore, no bond or security should be required herein, or alternatively, only minimal security should be set.

Conclusion

Plaintiffs are entitled to entry of a TRO and a PI to protect co-Defendants, their affiliates, employees, contractors, agents and representatives, prohibiting them and anyone acting in concert with him, directly or indirectly, in person, remotely or online, from:

- a. Making, transmitting, soliciting, encouraging or facilitating death, bomb or other threats of physical harm, property destruction or otherwise against Plaintiffs, their franchisees, employees, officers, owners, customers, vendors or family members;
- b. Publishing or encouraging others to publish home addresses, personal phone numbers, personal email addresses, family information or other doxxing information of any kind regarding Plaintiffs' personnel, franchisees, owners or employees;
- c. Entering, remaining at, filming, blocking access to or approaching within a defined distance (not less than 1,000 yards) Plaintiffs' stores, offices, warehouses, franchise locations, parking areas, employee homes or franchisee homes after notice, except through counsel, lawful service of process or court-approved activity;
- d. Impersonating Plaintiffs, any franchisee, law enforcement, a court officer, a delivery service, a customer, a government entity or any other third party to obtain signatures, access, statements, employee information, customer

information or business disruption;

- e. Touching, altering, covering, defacing or placing signage or any other form of communication (i.e., electronic, social media, etc.) affecting Plaintiffs' property, including signs falsely stating or implying that Plaintiffs stole from elderly persons, stole life savings, lost in court or closed to avoid paying a judgment;
- f. Blocking, deterring or interfering with customers, employees, vendors or delivery personnel doing business with Plaintiffs in any way, including entering or leaving any of Plaintiffs' locations;
- g. Soliciting Plaintiffs' employees, franchisees or contractors to act as "undercover agents", leak confidential information, record inside stores without authorization, obtain phone numbers or private information, create or participate in staged confrontations or otherwise engage in any deceptive activity relating to Plaintiffs and their business and personal interests;
- h. Using fabricated, deceptive or misrepresented "contracts", "raffles", "lotteries", "court papers", "awards", or other programs, instruments, recordings or documents to deceive, manufacture evidence or create staged confrontations, deter personnel from calling police or manufacture claims of criminal or other misconduct;
- i. Destroying, deleting, altering or failing to preserve videos, raw footage, outtakes, communications, texts, emails, Discord/Patreon posts, YouTube comments, analytics, phone records, call logs, police communications and documents relating to Bricks & Minifigs, the LEGO collection dispute, threats and the

creation/promotion of the videos;

- j. Creating, posting, publishing and disseminating (or any republication thereof) any false, misleading, harassing, interfering, defamatory or unlawful images or content, respecting Plaintiffs; and
- k. Maintaining the current Publications and any other video, audio or other form of publication posted on any online streaming platform by Co-Defendants, directly or indirectly, and requiring that the Publications and any such other communications published by co-Defendants be immediately removed and/or taken down from any online streaming platform or otherwise published that in any way relate to the private legal dispute underlying this matter between Bryan and Chyrstal and the allegations of wrongdoing as described in this Verified Complaint.

If the TRO is not immediately entered, Plaintiffs request a hearing at the Court's earliest convenience.

DATED: May 27, 2026.

DENTONS DURHAM JONES PINEGAR, P.C.

/s/ Wm. Kelly Nash

Wm. Kelly Nash

Justin T. Rich

Mina S. Ghobrial

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