CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER STONE, individually and as next friends of CHRISTOPHER JAKE STONE

Plaintiffs,

COUNTY COURT AT LAW GALVESTON COUNTY, TEXAS

COURT NO. 3

ANTONIOS PAGOURTZIS and ROSE MARIE KOSMETATOS

VS.

REDACTED VERSION FOR PUBLIC FILING

Defendants.

PLAINTIFFS' OPPOSITION TO DEFENDANTS' SPECIAL APPEARANCES

This case arises out of the unlawful and negligent sale and delivery of ammunition to a minor, in Texas, who then used that ammunition to kill and injure his classmates and teachers at Santa Fe High School. The entity that unlawfully sold the ammunition, LuckyGunner, is based in Tennessee, but it has not challenged this Court's jurisdiction, presumably because it knows there would be no basis to do so.

By contrast, the Specially Appearing Defendants disclaim any connection to Texas, washing their hands entirely of the unlawful transaction, despite the fact that they own, intimately control, and work hand-in-glove with LuckyGunner to accomplish the online sale and delivery of ammunition. Defendants Jordan Mollenhour and Dustin Gross have complete ownership and control over Defendants MollenhourGross, Red Stag, and LuckyGunner, and these three entities, working in concert, sell and ship ammunition into Texas. This activity plainly gives rise to personal jurisdiction in Texas. The Specially Appearing Defendants cannot evade jurisdiction simply by dividing their operation into an array of wholly controlled LLCs.

The Specially Appearing Defendants' arguments and authorities might have some force were Red Stag simply an unrelated vendor providing warehouse services for LuckyGunner, and were MollenhourGross a conglomerate with no day-to-day role in the operation of its subsidiaries. But

those are not the facts of this case. Rather, the boundaries between MollenhourGross and its wholly owned subsidiaries are porous, and their executives regularly disregard corporate formalities. Moreover, even if Red Stag and LuckyGunner were not so closely affiliated, Red Stag's actual conduct—exploiting Texas's favorable market for out-of-state ammunition and consummating the key transactions in this case—is alone enough to subject it to the jurisdiction of Texas courts. The special appearances should be denied.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY¹

I. The Defendants' Role in the Santa Fe Shooting

When Dimitrios Pagourtzis walked into Santa Fe High School on May 18, 2018, he was armed with guns he had obtained from his parents and ammunition he had purchased on an e-commerce website, Luckygunner.com. Pet. ¶ 24.2 That website was operated by Defendant LuckyGunner, LLC. LuckyGunner Interrogatory Responses No. 13-14, attached as Exhibit A to Affidavit of Molly Thomas-Jensen. Two months earlier, the 17-year-old Pagourtzis had gone to LuckyGunner.com and purchased handgun and shotgun ammunition using his own name and address and a prepaid American Express gift card. Pet. ¶¶ 21-22. LuckyGunner did not require Pagourtzis to provide any proof of age, and his purchase was approved by LuckyGunner's automated system in under two minutes. Pet. ¶¶ 21-22.

For simplicity in referring to operative pleadings, all citations are to the Fourth Amended Petition and Request for Disclosure, filed April 25, 2022 in *Yanas v. Pagourtzis* (hereinafter referred to as "Pet."). These facts are likewise alleged in: (1) the Yarbrough Plaintiffs' First Amended Original Petition, Request for Disclosure, and Request for Jury Trial, *see generally* ¶¶ 5.1-5.50, 6.8-6.23, 6.34-6.72, filed Apr. 29, 2022; (2) the Beazley Plaintiffs' First Amended Petition and Request for Disclosure, *see generally* ¶¶ 23-34, 41-82, filed Apr. 13, 2020; and (3) the Tisdale Plaintiffs' First Amended Original Petition, Petition in Intervention, Request for Disclosures, and Rule 193.7 Notice, *see generally* ¶¶ 17-66, 114-57, 166-84, filed Mar. 9, 2020, in Galveston County Probate Court.

Pursuant to Rule 120a(3), where the Specially Appearing Defendants have not negated an allegation in the petition, the Court may rely upon that allegation. In some instances, this brief cites both to un-negated allegations in the petition and evidence produced by the Defendants.

At all times relevant to this lawsuit, LuckyGunner was a wholly owned subsidiary of defendant Mollenhour Gross, LLC which, in turn, was owned by defendants Jordan Mollenhour and Dustin Gross. Pet. ¶ 176; MollenhourGross Interrogatory Responses No. 6-7, attached as Exhibit B to Thomas-Jensen Aff.³ (The individual defendants Mollenhour and Gross and the entity MollenhourGross LLC are collectively referred to herein as the "MG Defendants.") Another MollenhourGross subsidiary, Red Stag Fulfillment, LLC worked with LuckyGunner to ship the ammunition to Dimitrios Pagourtzis's house in Texas, without requiring an adult signature and without taking any steps to confirm the legality of the shipment. Pet. ¶ 75; Ex. B to Thomas-Jensen Aff. (Response No. 8); Red Stag Fulfillment Production, attached as Exhibit C to Thomas-Jensen Aff. at RSF000030-31, 46, 50. (The MG Defendants, Red Stag, and LuckyGunner are collectively referred to herein as the "Ammunition Defendants.") The Court—and the entire Santa Fe and Galveston-area community—know well what followed: Pagourtzis killed ten children and teachers, and he wounded thirteen others.

The Ammunition Defendants' operation prioritizes speed and profit over safety. Pet. ¶¶ 40, 60-61, *see also* Deposition of Eric McCollom, dated July 1, 2022 at 153:15 – 154:3, attached as Exhibit D to Thomas-Jensen Aff. For states like Texas, they employ no mechanism to verify that ammunition customers are old enough to purchase or possess ammunition lawfully. Pet. ¶ 64. In fact, according to the allegations in the petition, the Ammunition Defendants have taken affirmative steps to remain deliberately ignorant of customers' ages. *Id.* Even though LuckyGunner, as a webstore, cannot see its customers to gauge whether they are 12 or 50 years old (as a clerk at a brick-and-mortar shop could),

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Subsequent to the filing of this lawsuit, MollenhourGross divested itself of LuckyGunner. Ex. B to Thomas-Jensen Aff. (Response No. 7). The relevant period for testing specific jurisdiction, however, is the time of the events giving rise to the suit. *See Middleton v. Kawasaki Steel Corp.*, 687 S.W.2d 42, 45 (Tex. App.—Houston [14th Dist.]), *writ ref'd n.r.e.*, 699 S.W.2d 199 (Tex. 1985).

LuckyGunner does not request any form of identification from its customers; it does not require customers to enter their birth date; and it does not even require its customers to be old enough to have a credit card—instead permitting purchases with gift cards. Pet. ¶¶ 64, 73-74. And for its part in the scheme, Red Stag delivers ammunition to customers without requiring an adult signature, no questions asked. Pet. ¶¶ 41, 73; see, e.g., Ex. C to Thomas-Jensen Aff. at RSF000030-31, RSF000050-51; Ex. D to Thomas-Jensen Aff. at 160:21 – 161:12.

II. The Ammunition Defendants Worked in Concert to Ship Ammunition into Texas.A. Red Stag's Relationship with LuckyGunner

In 2009, Defendants Jordan Mollenhour and Dustin Gross created LuckyGunner as a wholly owned subsidiary of their limited liability company, MollenhourGross, LLC. Pet. ¶ 58; Ex. B to Thomas-Jensen Aff. (Response No. 7). Initially, LuckyGunner contracted with third party vendors to maintain its inventory and ship purchases to customers. Chris Molitor, "How Red Stag Breaks the Rules of Ecommerce Fulfillment," Webretailer (Jan. 21, 2019) attached as Exhibit E to Thomas-Jensen Aff.; see also Ex. D to Thomas-Jensen Aff. at 14:8-15:8, 17:15-18:5. In 2013, however, dissatisfied with these vendors, the MG Defendants created Red Stag to provide shipping and fulfillment services for LuckyGunner. Ex. D to Thomas-Jensen Aff. at 14:8-15:8, 19:19-21. As Chris Molitor, the former Vice President for Business Development at Red Stag wrote in 2019, Jordan Mollenhour's and Dustin Gross's "ecommerce startup [LuckyGunner] was growing fast, but the entrepreneurs knew they couldn't sustain their growth without reliable order fulfillment. So, they decided to create their own fulfillment company." Ex. E to Thomas-Jensen Aff.; see also Deposition of Chris Molitor, dated July 1, 2022, attached as Exhibit F to Thomas-Jensen Aff. at 40:5-23. In fact, on his LinkedIn page, Chris Molitor explained that he was brought in to help Red Stag "transition from an internal fulfillment cost center to a functional start-up third party fulfillment service provider." Chris Molitor LinkedIn

Page, attached as Exhibit G to Thomas-Jensen Aff. (emphasis added); Ex. F to Thomas-Jensen Aff. at 41:22-42:8.

Red Stag charges LuckyGunner a flat fee for services, based on goods received, storage of inventory, packages picked and shipped, and items per package. Ex. D to Thomas-Jensen Aff. at 133:19-134:17;

Even after Red Stag later attracted what it called "third-party clients," LuckyGunner remained central to Red Stag's success,

LuckyGunner was so central to Red Stag's business that, from 2013 to 2019, including the time of the sales at issue in this case, the LuckyGunner account was managed by the president of Red Stag, Eric McCollom, and Vice President Chris Molitor. Red Stag Interrogatory Response No. 8, attached as Exhibit J to Thomas-Jensen Aff.

Just as LuckyGunner is central to Red Stag's business, Red Stag is intimately involved in the core of LuckyGunner's business, by: (1) receiving LuckyGunner's inventory from third-party manufacturers and distributors; (2) physically maintaining in its warehouse the ammunition to be sold by LuckyGunner; (3) tracking LuckyGunner's inventory in an up-to-the-minute database to which LuckyGunner has direct access; (4) shipping ammunition sold by LuckyGunner by packaging it, affixing a shipping label with the name "Lucky Fulfillment," and giving it to the carrier; and (5) handling any product returns. Ex. K to Thomas-Jensen Aff. (Response No. 9); Ex. D to Thomas-Jensen Aff. at 126:22-24, 132:10-133:14. Thus, Red Stag—and the MG Defendants, through Red Stag—had control over the entire inventory and fulfillment operation of LuckyGunner's business. Indeed, as Red Stag's former president testified, LuckyGunner would not take custody of products it sold on its website: rather, suppliers shipped products directly to Red Stag, and Red Stag received and stored LuckyGunner's goods. Ex. D to Thomas-Jensen Aff. at 121:8-19.

Finally, Red Stag took no precautions to ensure that they did not ship ammunition to individuals prohibited from possessing it. Ex D to Thomas-Jensen Aff. at 115:22-116:6. Rather, they left all questions of compliance with ammunition regulations to LuckyGunner. *Id.* at 116:20-117:1.

B. The MG Defendants' Control Over Red Stag and LuckyGunner

At all times relevant to this lawsuit, MollenhourGross was the sole managing member of both LuckyGunner and Red Stag, and Mollenhour and Gross were the only members of MollenhourGross. Ex. B to Thomas-Jensen Aff. (Responses No. 6-8); Ex. J to Thomas-Jensen Aff. (Response No. 6). Moreover, neither MollenhourGross, nor Red Stag, nor LuckyGunner has a board of directors. Ex. B to Thomas-Jensen Aff. (Response No. 6); Ex. J to Thomas-Jensen Aff. (Response No. 6); Ex. A to Thomas-Jensen Aff. (Response No. 9). Though distinct on paper, the companies owned and controlled by Mollenhour and Gross were run as one integrated business.

Mollenhour and Gross created and controlled a subsidiary, Business Services & Solutions LLC ("BSS"), which exerts control over the day-to-day operations of its other subsidiaries, including LuckyGunner and Red Stag. Until 2019, BSS hired and employed Red Stag's executives and senior employees, meaning that Red Stag's president and its other managers were paid by BSS and were not, in fact, Red Stag employees. Ex. D to Thomas-Jensen Aff. at 22:2-23:24;

Jordan Mollenhour and Dustin Gross were the co-CEOs of BSS,

Exe. D to Thomas-Jensen Aff. at 39:21-25:

Even though MollenhourGross has submitted an affidavit stating that the Ammunition Defendants maintain separate principal places of business today, BSS previously provided office space to both Red Stag and Luckygunner, and all three companies have shared a post office box. MollenhourGross Special Appearance, Ex. C. ¶ 18; Ex. D

to Thomas-Jensen Aff. at 49:2-9; LuckyGunner Corporate Filings at 13, attached to Thomas-Jensen Aff. as Exhibit M; Red Stag Corporate Filings at 3, attached to Thomas-Jensen Aff. as Exhibit N; MollenhourGross Corporate Filings at 7, attached to Thomas-Jensen Aff. as Exhibit O. Red Stag's HR director was also a BSS employee, ensuring that the MG defendants had an eye on all of Red Stag's employees (not just those who were actually employed by BSS). Ex. D to Thomas-Jensen Aff. at 23:4-24. BSS also employed Red Stag's controller, giving the MG Defendants an eye on all day-to-day accounting operations of Red Stag. *Id.* at 23:10-24.

This level of control by a sibling company led to absurd results. In a modern-day version of Abbott and Costello's "Who's on First?" sketch, McCollom signed an agreement between BSS and Red Stag on behalf of Red Stag while an employee of BSS. *Id.* at 48:9-49:1. ("Q. So you were a BSS employee signing for Red Stag in its agreement with BSS? A. That is correct, yes.").

BSS also arranged for all of Red Stag's professional services to be provided by attorneys and accountants who were personally known and trusted by Jordan Mollenhour and Dustin Gross. For instance, Red Stag contracted with BSS for Craig Meredith to serve as a part-time general counsel. Ex. D to Thomas-Jensen Aff. at 33:6-8. Meredith was also the general counsel to BSS, Mollenhour Gross, LLC, and LuckyGunner, LLC. *Id.* at 96:10-22; Ex. O to Thomas-Jensen Aff. at 11, and Ex. N to

Thomas-Jensen Aff. at 3. Meredith was not the only professional to have so many overlapping roles at companies controlled by Mollenhour and Gross. At their annual meetings each year, both Red Stag and LuckyGunner had to waive the conflicts of their many overlapping attorneys and accountants, who were providing overlapping services to both companies, as well as Mollenhour Gross, LLC, and Jordan Mollenhour and Dustin Gross personally. *E.g.*, LuckyGunner Annual Meeting Minutes, attached as Exhibit R to Thomas-Jensen Aff. at LG000010, 12, 15, 17; Red Stag Annual Meeting Minutes, attached as Exhibit S to Thomas-Jensen Aff. at RSF00005, 7, 8, 10-11. The waivers found in the meeting minutes from the LuckyGunner and Red Stag annual meetings in 2019 are typical of other years.

Ex. R to Thomas-Jensen Aff. at LG000017:

VIII. Briton Collins briefly presented on the potential conflicts of interest faced by Briton Collins, Craig Meredith, Keith Jackson, and Coleton Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for LuckyGunner, LLC.

A. It was proposed that any actual or potential conflict of interest be waived.

i. This was approved by a vote of the Member.

Ex. S to Thomas-Jensen Aff. at RSF000008:

VII. Ryan M. Connor briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan M. Connor, Keith Jackson, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Company.

A. It was proposed that any actual or potential conflict of interest be waived.

Each year, both companies engaged in this pro forma exercise for the purposes of the annual meeting minutes. But, as with BSS, these overlapping and entangled networks would have allowed the MG Defendants to observe and control their subsidiaries, Red Stag and LuckyGunner.

The companies' finances were also intertwined.

Northumbria Capital Lending, LLC, another

MollenhourGross company, based in Wyoming. 2015 Northumbria Corporate Filing, attached as

Gross's personal bankers, Pinnacle Bank (as did LuckyGunner). Ex. J to Thomas-Jensen Aff. (Response No. 5). In a glowing testimonial on MollenhourGross's website, J. Harvey White, the Regional Executive and Chief Credit Officer for Pinnacle Financial Partners, wrote, "Dustin and Jordan have had a relationship with Pinnacle Bank for several years. During that time I have had the opportunity to get to know them and talk at length with them about the way they approach business." MollenhourGross Website, attached as Exhibit V to Thomas-Jensen Aff. And, somewhat inexplicably, Dustin Gross—who held no official position at Red Stag—was a signer on the Pinnacle account. Ex. D to Thomas-Jensen Aff. at 68:14-23.

There were many other, smaller, but telling, ways in which the companies' interests and boundaries overlapped. For instance, Red Stag uses Shipstream software as its order and warehouse management system, but Shipstream was founded by Colin Mollenhour, Jordan Mollenhour's brother, and is another MollenhourGross company. Ex. D to Thomas-Jensen Aff. at 92:10-93:6, 105:2-6; Ex. V to Thomas-Jensen Aff. Red Stag, LuckyGunner, and MollenhourGross all shared the same holiday party. Ex. D to Thomas-Jensen Aff. at 86:13-87:11. And when this Court ordered the Ammunition Defendants to pay attorneys' fees stemming from the Rule 91a motion, all the money came from LuckyGunner's bank account. LuckyGunner Check, attached as Exhibit W to Thomas-Jensen Aff.

C. Red Stag's Shipments to Texas

Once Dimitrios Pagourtzis placed his first order on LuckyGunner.com, Red Stag received the order through its automatic interface with LuckyGunner's system. Ex. C to Thomas-Jensen Aff. at

Northumbria's corporate filings were *also* signed by Craig Meredith, who provided legal services to Jordan Mollenhour, Dustin Gross, MollenhourGross, Red Stag, and LuckyGunner. Ex. T to Thomas-Jensen Aff.

RSF0000028-36. Red Stag employees then picked the purchased ammunition off the shelf, packaged it, affixed a shipping label with a return address of "Lucky Fulfillment," and shipped it off to Dimitrios Pagourtzis's Texas address via FedEx without verifying his age or requiring that an adult sign for the package. Pet. ¶¶ 75, 77; see Ex. J to Thomas-Jensen Aff. (Response No. 9); Ex. C to Thomas-Jensen Aff. at RSF000028-36, 48; see also Red Stag Special Appearance ¶ 23. Less than two weeks later, they repeated the same steps, when Dimitrios Pagourtzis placed his second order on LuckyGunner.com. Pet. ¶¶ 76-77; see Ex. C to Thomas-Jensen Aff. at RSF0000037-45.

This shipment of ammunition to Texas was no isolated incident. In fact,

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with Quick Facts: Texas; United States, U.S.

Census Bureau (July 1, 2021), https://www.census.gov/quickfacts/fact/table/TX,US/PST045221 (Texas makes up about 8.9% of the U.S. population). And that's surely no surprise to Red Stag, since, unlike many other large states, Texas does not regulate the online sale of ammunition. *See, e.g.*, Cal. Penal Code § 30314(a) (prohibiting direct-to-consumer interstate delivery of ammunition); N.Y. Penal Law § 400.03(7) (prohibiting commercial transfers of ammunition that do not occur in person); 430 Ill. Comp. Stat. 65/3(a) (prohibiting transfer of ammunition unless transferee presents valid permit); N.J. Stat. Ann. § 2C:58-3.3(b) (prohibiting transfer of handgun ammunition unless purchaser possesses valid permit); *see also* Ex. F to Thomas-Jensen Aff. at 53:24-54:19 (testifying that, with regard to ecommerce generally, the most important markets are "California, Texas, Florida, New York, and Chicago").

III. Procedural History⁵

Christopher Stone, Kyle McLeod, Jared Conard Black, Christian Riley Garcia, and Sabika Aziz Sheikh were among the teenagers who were killed on May 18, 2018; Clayton Horn and Flo Rice were among those who were injured. Pet. ¶¶ 26-38. On May 24, 2018, the parents of Christopher Stone filed a petition against Antonios Pagourtzis and Rose Marie Kosmetatos, the parents of Dimitrios Pagourtzis, alleging negligence and gross negligence. Original Petition and Request for Disclosure. In the months that followed, this initial case was joined by several other victims and survivors of the Santa Fe mass shooting, and Dimitrios Pagourtzis was added as a defendant.

On March 4, 2020, the Plaintiffs added the Ammunition Defendants to the lawsuit, alleging negligence, negligence per se, civil conspiracy, gross negligence and piercing the corporate veil claims. The Plaintiffs alleged that LuckyGunner and Red Stag negligently and illegally sold and delivered ammunition to a minor, without taking any precautions to prevent such a sale, and in fact, taking steps to be deliberately ignorant of the age of their customers. Pet. ¶ 73-79, 126-41. The Plaintiffs further alleged that the Ammunition Defendants conspired to profit from and aid the sale of ammunition to juveniles by establishing and maintaining a webstore platform and shipping protocol designed to avoid actually verifying the single most important characteristic of an ammunition customer under federal law—the customer's age. Pet. ¶ 166-74.

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For the sake of brevity, this section omits procedural history relating to the Ammunition Defendants' removal of this case to federal court, the federal court's remand of the case to this Court, the Ammunition Defendants' motions to dismiss filed under Rule 91a of the Texas Rules of Civil Procedure, and their mandamus petitions seeking appellate review.

In November 2019, a separate lawsuit, brought by William "Billy" Beazley and Shirley Beazley (individually and as next friends of T.B.), was consolidated with the *Yanas* lawsuit. Order on Unopposed Mot. to Transfer and Consolidate, *Yanas et al. v. Pagourtzis et al.*, No. CV-0081158 (Nov. 12, 2019).

On December 23, 2020, Red Stag and the MG Defendants filed the instant special appearances, supported by affidavits from Jordan Mollenhour, Dustin Gross, and Eric McCollom, pursuant to Rule 120a. In order to oppose the special appearances, on January 6, 2021, Plaintiffs served jurisdictional discovery requests on the Specially Appearing Defendants. On February 8, 2021, the Ammunition Defendants filed a motion for a protective order and a stay pending resolution of their motion to dismiss and the special appearances. On May 16, 2022, this Court denied the motion for a protective order as to Red Stag but granted it as to the MG Defendants. Plaintiffs have since obtained jurisdictional discovery from Red Stag.

LEGAL STANDARD

A defendant who objects to the jurisdiction of Texas courts may file a special appearance under Rule 120a of the Texas Rules of Civil Procedure. *See* Tex. R. Civ. P. 120a(1). On a special appearance, "the plaintiff bears the initial burden to plead sufficient allegations to bring the nonresident defendant within the reach of Texas's long-arm statute." *Kelly v. Gen. Interior Constr., Inc.*, 301 S.W.3d 653, 658 (Tex. 2010). But "[o]nce the plaintiff has pleaded sufficient jurisdictional allegations, the defendant filing a special appearance bears the burden to negate all bases of personal jurisdiction alleged by the plaintiff." *Id.* "A nonresident defendant may negate jurisdiction on either a factual or legal basis. Factually, the defendant may present evidence that it has insufficient contacts with Texas, effectively disproving the plaintiff's allegations. Legally, the defendant may show that even if the plaintiff's alleged facts are true, the evidence is legally insufficient to establish jurisdiction." *Hoagland v. Butcher*, 396 S.W.3d 182, 191 (Tex. App.—Houston [14th Dist.] 2013, pet. denied) (citations omitted). In determining special appearances, a court considers "pleadings, any stipulations made by

In March 2021, this Court consolidated the *Yanas* action with two other actions, *Yarbrough v. Pagourtzis*, which was also pending in this Court, and *Tisdale v. Pagourtzis*, which was pending in Galveston County Probate Court. Am. Order Consolidating Cases (Mar. 3, 2021).

and between the parties, such affidavits and attachments as may be filed by the parties, the results of discovery processes, and any oral testimony." Tex. R. Civ. P. 120a(3). "Affidavit testimony that is conclusory is substantively defective and amounts to no evidence." *Hoagland*, 396 S.W.3d at 193.

The Texas Supreme Court has repeatedly held that "the broad language of the long-arm statute's doing business requirement allows the statute to reach as far as the federal constitution permits." *Schlobohm v. Schapiro*, 784 S.W.2d 355, 357 (Tex. 1990); *see also* Tex. Civ. Prac. & Rem. Code Ann. § 17.042. "Consequently, the requirements of the Texas long-arm statute are satisfied if the exercise of personal jurisdiction comports with federal due process limitations." *CSR Ltd. v. Link*, 925 S.W.2d 591, 594 (Tex. 1996). Texas courts therefore "rely on precedent from the United States Supreme Court and other federal courts, as well as [Texas] decisions, in determining whether a nonresident defendant has met its burden to negate all bases of jurisdiction." *BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 795 (Tex. 2002).

ARGUMENT

This Court has specific jurisdiction over Red Stag. Red Stag is in the business of shipping of ammunition into Texas, a state whose laws make it a particularly hospitable and important market for Red Stag's enterprise. And this lawsuit arises directly out of the consequences of two such shipments to Texas. Finally, Texas is the natural forum for this litigation, since most of the parties and witnesses reside in Texas, and most of the relevant events occurred here as well. Red Stag's arguments to the contrary rely on caselaw involving defendants whose business connections to Texas were far more sporadic or attenuated than Red Stag's own.

This Court also has jurisdiction over the MG Defendants, through either Red Stag or LuckyGunner. The record demonstrates that Mollenhour and Gross failed to meaningfully distinguish between the various entities over which they had total ownership and control, including MollenhourGross, Red Stag, and LuckyGunner. Accordingly, the corporate veil of these paper entities

should be pierced in the interest of justice, and this Court should assert jurisdiction over the MG Defendants.

I. This Court has jurisdiction over Red Stag.

A. Red Stag is subject to specific jurisdiction in Texas.

As the U.S. Supreme Court has recently reiterated, federal due process requires "the defendant's having such 'contacts' with the forum State that 'the maintenance of the suit' is 'reasonable, in the context of our federal system of government,' and 'does not offend traditional notions of fair play and substantial justice." Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct., 141 S. Ct. 1017, 1024 (2021) (quoting Int'l Shoe Co. v. Washington, 326 U.S. 310, 316-17 (1945)). And in the Supreme Court's caselaw, two theories of personal jurisdiction have developed: specific jurisdiction and general jurisdiction. See id. Only specific jurisdiction is at issue here.

The Supreme Court of Texas has distilled the jurisprudence surrounding specific jurisdiction to a three-part test:

- (1) The nonresident defendant ... must purposefully do some act or consummate some transaction in the forum state;
- (2) The cause of action must arise from, or be connected with, such act or transaction; and
- (3) The assumption of jurisdiction by the forum state must not offend traditional notions of fair play and substantial justice, consideration being given to the quality, nature, and extent of the activity in the forum state, the relative convenience of the parties, the benefits and protections of the laws of the forum state afforded the respective parties, and the basic equities of the situation.

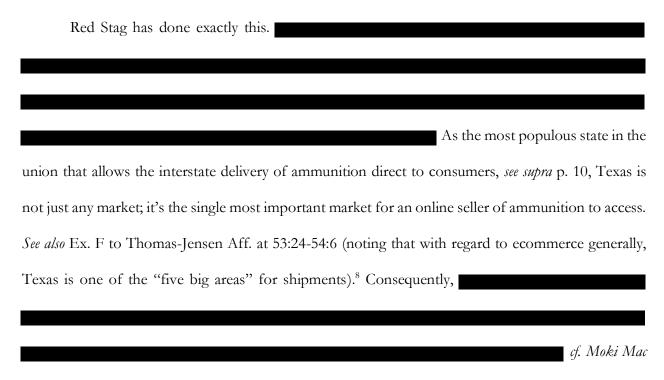
Schlobohm, 784 S.W.2d at 358 (citation omitted).

"These rules derive from and reflect two sets of values—treating defendants fairly and protecting 'interstate federalism." Ford Motor Co., 141 S. Ct. at 1025 (quoting World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 293 (1980)). Moreover, the doctrine "provides defendants with 'fair warning' A defendant can thus 'structure [its] primary conduct' to lessen or avoid exposure to a given State's courts." Id. (alteration in original) (first quoting Burger King Corp. v. Rudzewicz, 471 U.S.

462, 472 (1985), then quoting *World-Wide Volkswagen*, 444 U.S. at 297). At the same time, "[t]he law of specific jurisdiction . . . seeks to ensure that States with 'little legitimate interest' in a suit do not encroach on States more affected by the controversy." *Id.* (quoting *Bristol-Myers Squibb Co. v. Superior Ct. of Cal.*, 137 S. Ct. 1773, 1780 (2017)).

1. Purposeful Availment

"The first part of the Texas formula reflects the key component of the minimum contacts analysis, the requirement that a defendant purposefully avail himself of the benefits of the forum and reasonably expect to be called to court there." *Schlobohm*, 784 S.W.2d at 358. Meeting this test requires showing "that the defendant deliberately 'reached out beyond' its home—by, for example, 'exploit[ing] a market' in the forum State." *Ford Motor Co.*, 141 S. Ct. at 1025 (alteration in original) (quoting *Walden v. Fiore*, 571 U.S. 277, 285 (2014)).



Particularly since Red Stag was created and controlled by the owners of an online ammunition seller, *see supra* pp. 4, it "presumably knew that many of [LuckyGunner's] customers would . . . come from" Texas, *Cent. Freight Lines Inc. v. APA Transp. Corp.*, 322 F.3d 376, 382 (5th Cir. 2003).

River Expeditions v. Drugg, 221 S.W.3d 569, 578-579 (Tex. 2007) (calling it "significant" for jurisdictional inquiry that "between 7–11%" of defendant's customers were from Texas).

There is thus nothing "random," 'fortuitous," or 'attenuated," CSR, 925 S.W.2d at 595 (quoting Burger King, 471 U.S. at 475), about Red Stag's contacts with Texas. On the contrary, Red Stag "would be a much less attractive fulfillment service if it could not or would not fulfill orders that originate with customers who are in [Texas]." RV Skincare Brands Ltd. v. Dighy Invs. Ltd., 394 F. Supp. 3d 376, 383 (S.D.N.Y. 2019). "By contracting to supply products to [LuckyGunner's] customers and then causing thousands of such products to be delivered to customers in [Texas], [Red Stag] has availed itself of the privilege of conducting business within the state, thereby subjecting itself to both the benefits and the burdens of [Texas's] laws." Id. at 381. "[W]hen a corporation has 'continuously and deliberately exploited [a State's] market, it must reasonably anticipate being haled into [that State's] court[s]' to defend actions 'based on' products causing injury there." Ford Motor Co., 141 S. Ct. at 1027 (alterations in original) (quoting Keeton v. Hustler Magazine, Inc., 465 U.S. 770, 781 (1984)).

2. Arising From

The second step of the specific-jurisdiction test asks whether the cause of action arises from or is connected with the defendant's contacts with the forum. *See Schlobohm*, 784 S.W.2d at 358. That is, "there must be 'an affiliation between the forum and the underlying controversy." *Ford Motor Co.*, 141 S. Ct. at 1025 (quoting *Bristol-Myers Squibb*, 137 S. Ct. at 1780). Red Stag does not appear to contest that the underlying controversy here—the unlawful sale and delivery of ammunition to the underage Pagourtzis, in Texas, and the consequent massacre at Santa Fe High School—is sufficiently connected to Texas. Nor could it. This step of the specific-jurisdiction test is designed to ensure that, in our federal system, plaintiffs bring suit "in the most natural State." *Id.* at 1031. Here, that is plainly Texas, where nearly all Plaintiffs (and some Defendants) reside and where the shooting occurred.

3. Fair Play and Substantial Justice

The final step of the specific-jurisdiction test requires that jurisdiction "not offend traditional notions of fair play and substantial justice." *Schlobohm*, 784 S.W.2d at 358 (citation omitted). "Only in rare cases ... will the exercise of [personal] jurisdiction not comport with fair play and substantial justice when the nonresident defendant has purposefully established minimum contacts with the forum state." *Luciano v. SprayFoamPolymers.com*, *LLC*, 625 S.W.3d 1, 18 (Tex. 2021) (quoting *Spir Star AG v. Kimich*, 310 S.W.3d 868, 878 (Tex. 2010)). In evaluating this question, Texas courts consider "(1) the burden on the defendant; (2) the interests of the forum state in adjudicating the dispute; (3) the plaintiff's interest in obtaining convenient and effective relief; (4) the interstate judicial system's interest in obtaining the most efficient resolution of controversies; and (5) the shared interest of several states in furthering fundamental substantive social policies." *Id.* at 18-19.

The mere fact that a defendant "has its place of business in [another state] cannot, by itself, defeat jurisdiction." *Id.* at 19. Nor has Red Stag asserted that defending itself in Texas would be burdensome. Indeed, Red Stag has been primarily represented by the same counsel as LuckyGunner, which is not challenging the jurisdiction of this Court, *cf.*, *e.g.*, *Heckman v. TransCanada USA Servs.*, *Inc.*, No. 3:18-cv-00375, 2021 WL 1180785, at *7 (S.D. Tex. Mar. 10, 2021) (finding that defendants failed to show burden where their lawyers also represented defendant not challenging jurisdiction), *adopted*, 2021 WL 1180714 (S.D. Tex. Mar. 29, 2021), and together the Ammunition Defendants have already litigated a remand motion, a motion to dismiss, and two mandamus petitions in Texas courts, all with apparent ease. Moreover, Texas is by far the most convenient forum for the Plaintiffs, most of whom reside in Texas, and Texas "has a 'manifest interest' in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors," *Burger King*, 471 U.S. at 473 (citation omitted) (quoting *McGee v. International Life Insurance Co.*, 355 U.S. 220, 223 (1985)). Finally, "Texas is also the most logical forum for the litigation" because it is the home of not just most of the parties but also

the witnesses to the shooting and the doctors who treated the injured Plaintiffs, as well as the location where the shooting occurred. *Luciano*, 625 S.W.3d at 19. No other forum is plausibly preferable, and Red Stag does not suggest one.

B. Red Stag's counterarguments fail.

1. Red Stag and LuckyGunner

The central premise of Red Stag's special appearance is that it is "a third-party warehouse order fulfillment company from Tennessee," Red Stag Special Appearance at 1, and that LuckyGunner is "a separate Tennessee limited liability company", id. at ¶ 23, but this notion is belied by the record. In fact, far from being a separate third party, Red Stag is integrally involved in LuckyGunner's operations.

Red Stag was created by the owners of LuckyGunner to serve LuckyGunner. *See* Ex. D to Thomas-Jensen Aff. at 14:8-15:10. Red Stag's standard operating procedures were developed specifically for LuckyGunner, *id.* at 124:25-126:10,

. At the same time, however, Red Stag took no precautions to avoid shipping ammunition to underage and other prohibited purchasers, instead relying solely on LuckyGunner to follow the relevant laws. Ex. D to Thomas-Jensen Aff. at 115:22-116:23. Indeed, Red Stag executives saw the companies as two parts of the same integrated operation. For instance, Chris Molitor, who managed the LuckyGunner Account, described Red Stag as "an internal fulfillment cost center" for LuckyGunner on his LinkedIn page:

• Assisted in the formulation and execution of the processes and functions necessary for the company to transition from an internal fulfillment cost center to a functional start-up third-party fulfillment service provider.

Ex. G to Thomas-Jensen Aff.; Ex. J to Thomas-Jensen Aff. Response No. 8. This characterization makes

. And Eric McCollom—	

Red Stag's former president—explained that Red Stag's use of a "Lucky Fulfillment" on its package labels was a deliberate choice: "It was essentially a way for—to say that this was fulfilled by LuckyGunner's fulfillment arm, which was Red Stag Fulfillment." Ex. D to Thomas-Jensen Aff. at 129:17-13 (emphasis added). And, of course, Defendants Mollenhour and Gross jointly owned and controlled both LuckyGunner and Red Stag, neither of which had an independent board of directors. Ex. B to Thomas-Jensen Aff. (Responses No. 6-8); Ex. J to Thomas-Jensen Aff. (Response No. 6); Ex. A to Thomas-Jensen Aff. (Response No. 9).

Circumstantial evidence points in the same direction. For instance, although McCollom and Molitor were executives of Red Stag, see Ex. J to Thomas-Jensen Aff. (Response No. 6),

only makes sense if the reality is that LuckyGunner, BSS, Red Stag, and other MollenhourGross companies actually operate as one integrated enterprise. In sum, the evidence indicates that, regardless of how the companies were structured on paper, Red Stag was considered to be an internal, and integral, part of the MG Defendants' online ammunition-sales operation.

In any event, for jurisdictional purposes, the distinction between who *sold* the ammunition and who *shipped* the ammunition is of no moment. *See Schlobohm*, 784 S.W.2d at 358 (explaining that for purposeful availment the nonresident defendant "must purposefully do some act **or consummate**"

some transaction in the forum state" (emphasis added)); RV Skincare, 394 F. Supp. 3d at 384 ("While [the defendant] attempts to distinguish itself as a fulfillment service, rather than a retailer operating a point of sale, that distinction is immaterial to the due process analysis."). "The due process analysis is focused on the purpose behind the defendant's actions; here, there is no dispute that [Red Stag] knew that it was affixing shipping labels with [Texas] addresses onto its packages and that [Red Stag] specifically intended for those packages to reach consumers in [Texas]." RV Skincare, 394 F. Supp. 3d at 384. Red Stag's argument is thus both incorrect and irrelevant.

2. Red Stag's Caselaw

Red Stag cites numerous decisions from assorted jurisdictions to support its special appearance, but none are apposite here.

First, Red Stag cites Michiana Easy Livin' Country, Inc. v. Holten, 168 S.W.3d 777 (Tex. 2005), for the proposition that "the act of shipping a product into the State, alone," is not "a basis for establishing personal jurisdiction." Red Stag Special Appearance ¶ 24. In Michiana, the court considered whether it had jurisdiction over an out-of-state retailer that did "not advertise in Texas or on the Internet, and thus did not solicit business from [the plaintiff] or anyone else in Texas." 168 S.W.3d at 784. In this unusual case, the Texas-based plaintiff, intent on purchasing a particular RV at the lowest possible price, telephoned the manufacturer of the RV and obtained the contact information for a factory-outlet retailer in Indiana. Id. At the plaintiff's request, that retailer shipped the RV to Texas, id., but, the court noted, the retailer "did not place large numbers of RVs in a 'stream of commerce' flowing to Texas," id. at 786. Without more, the shipment of the plaintiff's RV into Texas, entirely at the plaintiff's instigation, did not constitute purposeful availment of the Texas market. See id. at 785-86. As such, Michiana is of little help here,

See supra pp. 9-10.

Next, Red Stag cites two cases for the proposition that the foreseeability that a product will enter Texas does not necessarily imply purposeful availment. See Red Stag Special Appearance ¶ 25 (citing CSR, 925 S.W.2d 591, and 11500 Space Ctr., LLC v. Priv. Cap. Grp., Inc., 577 S.W.3d 322 (Tex. App.—Houston [1st Dist.] 2019, no pet.)).] But again, the facts of the cases reveal their irrelevance. In CSR, the defendant haled into Texas court was an Australian company that had not "solicited business in Texas" and had never even "sent any correspondence to Texas." 925 S.W.2d at 595.º All the defendant did was sell asbestos to a third party, in Australia, which that third party then had shipped to Texas. See id. at 594. The defendant "did not 'create, control, or employ' the distribution system that brought the asbestos to Texas," but the plaintiffs nevertheless argued that Texas could exercise jurisdiction because the defendant "knew" that the asbestos would ultimately be distributed in Texas. Id. at 595-96 (quoting Asahi Metal Indus. Co. v. Superior Ct. of Cal., 480 U.S. 102, 112 (1987) (plurality opinion)). Unsurprisingly, mere knowledge was held insufficient to establish jurisdiction. See id. By contrast, in the instant case, Red Stag didn't just know that the ammunition was going to Texas; it was the party responsible for sending it there. See Ex. J to Thomas-Jensen Aff. (Response No. 9); Red Stag Special Appearance ¶ 23.

The facts of 11500 Space Center are similarly off base. In that case, a Texas court was asked to exercise jurisdiction over an out-of-state loan servicer on the basis of a "handful" of electronic communications to the plaintiffs and the electronic transfer of money from Texas to the defendant. 577 S.W.3d at 327-28, 333-34. In ruling that jurisdiction was lacking, the court relied on precedent

[&]quot;Minimum contacts are particularly important when the or [a] defendant is from a different country because of the unique and onerous burden placed on a party called upon to defend a suit in a foreign legal system." *CSR*, 925 S.W.2d at 595.

specifically holding that "communications . . . transmitted electronically" are "inconsequential" and that "the electronic transfer of money . . . is of 'negligible significance' and does not ordinarily establish purposeful availment." *Id.* at 334 (quoting *Old Republic Nat'l Title Ins. Co. v. Bell*, 549 S.W.3d 550, 564 (Tex. 2018)). The decision thus has little to no application in a case such as this one where jurisdiction is premised not on emails but on the defendant's

Red Stag's assortment of unpublished federal-court decisions about third-party logistics providers (or 3PLs) fare no better. *See* Red Stag Special Appearance ¶¶ 26-27. As an initial matter, Red Stag is not a *third-party* logistics provider to LuckyGunner operating at arm's length, but instead a closely related company that, in the words of its former president, serves as "LuckyGunner's fulfillment arm." Ex. D to Thomas-Jensen Aff. at 130:9. This fact alone distinguishes the 3PL cases that Red Stag has relied upon in its briefing. *See supra* Section I.B.1.

In *US LED, Ltd. v. Nu Power Associates, Inc.*, No. H-07-0783, 2008 WL 4838851 (S.D. Tex. Nov. 5, 2008), the evidence before the court demonstrated that the 3PL defendant had sent "two—and only two—shipments to Texas." *Id.* at *4. And the plaintiff "made no showing that its location in Texas was somehow 'strategically advantageous' to [the defendant], so as to suggest that [the defendant] purposefully availed itself of the Texas market." *Id.* at *5. Accordingly, the district court reasonably concluded that the defendant's contacts with Texas were an "isolated occurrence." *Id.* That is a far cry from the facts here, where the record indicates, again,

and that Texas, by virtue of its population and permissive statutes, is a strategically advantageous and profitable market for Red Stag.

On its face, *LG Corp. v. Huang Xiaowen*, No. 16-CV-1162, 2017 WL 2504949 (S.D. Cal. June 8, 2017), is a stronger case for Red Stag, but it contains no indication of a close relationship between the defendant and the seller of the products shipped into the forum state. *See id.* at *4. Likewise, in *C&A*

Int'l, LLC v. South Bay Distribution, No. 12-CV-180-JED-FHM, 2013 WL 5937432 (N.D. Okla. 2013), the seller and the defendant were plainly distinct, unrelated entities, operating in different states and at arm's length. See id. at *1. These cases are thus distinguishable in that Red Stag and LuckyGunner, by contrast, are two parts of the same integrated operation. See supra Section I.B.1. What's more, the lawsuit in C&A was brought not by a customer but by the seller itself. See 2013 WL 5937432, at *1. Thus, the court's due-process analysis, which focuses on the contract between the seller and the fulfillment company, is of little utility here. See id. at *4.

Moreover, the reasoning in these two decisions is flawed. The LG court's decision is explicitly premised on Ninth Circuit caselaw that has been rejected by courts around the country. See LG Corp., 2017 WL 2504949, at *5 (acknowledging but declining to follow contrary out-of-circuit caselaw); see also RV Skincare, 394 F. Supp. 3d at 384 ("The LG Corp. case is irrelevant because it relies on Ninth Circuit precedent "); cf. Graphics Props. Holdings Inc. v. Asus Comput. Int'l, Inc., 964 F. Supp. 2d 320, 326 (D. Del. 2013) (concluding that act of shipping products into forum state constitutes purposeful availment). Similarly, the C&A court's passing rejection of the idea that jurisdiction can be premised on shipments to customers because "[t]he unilateral activity of a third party cannot constitute purposeful availment," 2013 WL 5937432, at *5, has been called into question by federal courts operating in Texas and elsewhere. See Getagadget, LLC v. Jet Creations Inc., No. 19-51019, 2022 WL 964204, at *4 (5th Cir. Mar. 30, 2022) (per curiam) ("[A] sale made or fulfilled by the defendant directly to a plaintiff that the defendant knows is located in the forum-state is not unilateral activity in the strictest sense of the term, as it necessarily requires the defendants' willing participation in the transaction." (emphasis added)); see also Illinois v. Hemi Grp. LLC, 622 F.3d 754, 758 (7th Cir. 2010) (observing that characterizing sales to customers as "unilateral actions by the customers" is "misleading" because, among other things, "[a]fter the customers made their purchases online, [the defendant shipped the cigarettes to their various destinations"); RV Skincare, 394 F. Supp. 3d at 384

("Where a specific customer happens to reside is a fortuitous circumstance for virtually every retail sale—the 'purposeful availment' element is nonetheless satisfied if the business, after learning where the customer resides, decides to send a product into that jurisdiction.").¹⁰

* *

In sum, Red Stag has failed to prove that it has "insufficient contacts with Texas" and has failed to show that Plaintiffs' allegations, taken as true, "would not support jurisdiction." *Hoagland*, 396 S.W.3d at 193, 195. It has thus failed to "negate every basis for jurisdiction," and its special appearance should be denied. *Id.* at 196.

II. This Court has jurisdiction over the MG Defendants.

A. This Court has jurisdiction over MollenhourGross.

"Generally, a foreign parent corporation is not subject to the jurisdiction of a forum state merely because its subsidiary is present or doing business there. But if the parent corporation exerts such dominance and control over its subsidiary that the subsidiary is simply a conduit through which the parent conducts its business, the parent may be considered to be doing business through the local activities of its subsidiaries." *Daimler-Benz AG v. Olson*, 21 S.W.3d 707, 720 (Tex. App.—Austin 2000, pet. dism'd w.o.j.). "The rationale for exercising jurisdiction is that 'the parent corporation exerts such domination and control over its subsidiary 'that they do not in reality constitute separate and distinct

Finally, Red Stag cites *Posada v. Big Lots, Inc.*, No. 10-CV-5693, 2011 WL 4550158 (D.N.J. Sept. 29, 2011), a decision involving a venue dispute between a distribution center and a truck driver. *See id.* at *1. In its brief opinion, the court declares that "a distribution center that serves as a drop off/pick up location for interstate deliveries is not a basis for finding that [the defendant] purposefully availed itself of the laws and benefits of the states where those deliveries were made." *Id.* at *3. The court does not explain its reasoning or cite authority for this proposition. *See id.* But it makes sense in context. Crucially, the incident giving rise to the lawsuit—a slip and fall by the truck driver at the distribution center—did not occur in New Jersey, the forum state; rather, New Jersey was simply where the truck driver lived. *See id.* at *1-2. The suit's connection to New Jersey was thus tenuous at best; hence the court's abbreviated and unpublished treatment of the plaintiff's argument. In short, the facts of *Posada*, like so many of the cases cited by Red Stag, bear little resemblance to the facts at bar, and the district court's decision hardly points the way here.

corporate entities but are one and the same corporation for purposes of jurisdiction." *BMC Software*, 83 S.W.3d at 798 (quoting *Hargrave v. Fibreboard Corp.*, 710 F.2d 1154, 1159 (5th Cir. 1983)). In conducting this analysis, Texas courts consider "[1] the amount of the subsidiary's stock owned by the parent corporation, [2] the existence of separate headquarters, [3] the observance of corporate formalities, and [4] the degree of the parent's control over the general policy and administration of the subsidiary." *PHC-Minden, LP v. Kimberly-Clark Corp.*, 235 S.W.3d 163, 175 (Tex. 2007); *see also Freudensprung v. Offshore Tech. Servs., Inc.*, 379 F.3d 327, 346 (5th Cir. 2004); MollenhourGross Special Appearance ¶ 34.

An analysis of these factors in this case points to domination and control of both Red Stag and LuckyGunner by MollenhourGross.¹¹ A finding that *either* Red Stag or LuckyGunner is simply a conduit for MollenhourGross would be sufficient to establish jurisdiction over MollenhourGross, because LuckyGunner has already submitted to this Court's jurisdiction, and this Court has jurisdiction over Red Stag for reasons already explained. *See supra* Section I.

The first factor is the amount of the subsidiary's stock owned by the parent corporation. *PHC-Minden*, 235 S.W.3d at 175. Here, MollenhourGross concedes that it owned 100% of both Red Stag and LuckyGunner during the relevant time period. *See* Ex. B to Thomas-Jensen Aff. (Response No. 6-7). This factor thus fully favors Plaintiffs' position. *See, e.g., Bellorin v. Bridgestone/Firestone, Inc.*, 236 F. Supp. 2d 670, 679 (W.D. Tex. 2001).

The second factor is the existence of separate headquarters. *PHC-Minden*, 235 S.W.3d at 175. In 2018, when the events giving rise to this lawsuit took place, LuckyGunner's headquarters were located at an address that had served as both LuckyGunner's and MollenhourGross's principal office

In their special appearance, filed December 23, 2020, the MG Defendants observed that Plaintiffs had failed to name MollenhourGross in the petition's veil-piercing allegations. MollenhourGross Special Appearance ¶¶ 35-36. Plaintiffs have since corrected this oversight. *See* Pet. ¶¶ 175-84. The MG Defendants' argument on this point is therefore moot.

for approximately six years, although MollenhourGross was no longer listing that address by 2018. See Ex. M to Thomas-Jensen Aff. at 7, 13-15, 18-19, 22, 24; Ex. O to Thomas-Jensen Aff. at 6-11. Moreover, LuckyGunner, MollenhourGross, and Red Stag all used the same post office box. See Ex. M to Thomas-Jensen Aff. at 13; Ex. O to Thomas-Jensen Aff. at 7; Ex. N to Thomas-Jensen Aff. at 3. This factor thus weighs in favor of Plaintiffs with respect to LuckyGunner. Additionally, although Red Stag officially had a different address, see Ex. N to Thomas-Jensen Aff. at 8, 13, all three entities were headquartered in Knoxville, Tennessee. Accordingly, this factor favors Plaintiffs with respect to Red Stag as well. See Gartin v. Par Pharm. Cos., Inc. 561 F. Supp. 2d 670, 677 (E.D. Tex. 2007) (noting that "evidence that the two companies are headquartered in the same city" favors jurisdictional veil-piercing), aff'd, 289 F. App'x 688 (5th Cir. 2008); cf. PHC-Minden, 235 S.W.3d at 176 (no veil-piercing where one company was headquartered in Tennessee and the other in Louisiana).

The third factor is the observance of corporate formalities. *PHC-Minden*, 235 S.W.3d at 175. The evidence in the record indicates that the various entities owned and controlled by Mollenhour and Gross, including LuckyGunner, Red Stag, BSS, and MollenhourGross, were not kept meaningfully distinct. All the executives at Red Stag, for instance, were actually hired and employed by BSS, which is controlled by defendants Mollenhour and Gross. *See* Ex. D to Thomas-Jensen Aff. at 22:2-23:24. And by employing the same professionals at each of its subsidiaries, *see* Ex. R to Thomas-Jensen Aff. at LG000015; Ex. S to Thomas-Jensen Aff. at RSF000010-11, MollenhourGross ensured that no competing interests could arise between them.

In the case of McCollom, Red Stag's former president, he was originally interviewed, by Mollenhour and Gross, for a job at LuckyGunner, but they ultimately decided to have

BSS hire him and for him to work at Red Stag instead. *See id.* at 53:15-56:4. ¹² In that position, despite being a BSS employee, McCollom would later sign an agreement with BSS on behalf of Red Stag. *Id.* at 48:9-49:1. Moreover, Gross was an authorized signer on Red Stag's bank account, *id.* at 68:14-23, despite not being a Red Stag executive, *see id.* at 22:2-15. And when this Court awarded attorney's fees against all the Ammunition Defendants, the check for the entire fee award came from LuckyGunner. Ex. W to Thomas-Jensen Aff. Yet, in support of their special appearance, the MG Defendants offer only the conclusory assertion that "MG observes corporate and business formalities with respect to itself and . . . LuckyGunner and Red Stag." MollenhourGross Special Appearance, Ex. C, ¶ 15. Because the limited discovery that Plaintiffs were able to take disproves this assertion, this factor, too, weighs in favor of Plaintiffs.

Finally, the fourth factor is the degree of the parent's control over the subsidiary. *PHC-Minden*, 235 S.W.3d at 175. This factor is necessarily more nebulous than the others, but the facts are that both Red Stag's and LuckyGunner's sole member was MollenhourGross, and neither Red Stag nor LuckyGunner had a board of directors, indicating that MollenhourGross had complete control over the direction of both companies, despite the MG Defendants' conclusory assertions to the contrary. *See* Ex. J to Thomas-Jensen Aff. Response No. 6; Ex. A to Thomas-Jensen Aff. (Response No. 9); MollenhourGross Special Appearance, Ex. A, ¶¶ 10, 14; Ex. B, ¶¶ 10, 14; Ex. C, ¶ 11. Moreover, MollenhourGross used BSS to maintain an extraordinary level of control over the day-to-day operations of Red Stag by employing Red Stag's executives, lawyers, and accountants. *See supra* pp. 7-8. While the plaintiffs took only limited jurisdictional discovery of LuckyGunner or the MG Defendants, there is every reason to believe that this same level of control extended to the daily operations of LuckyGunner. The factual record is replete with indicia of the MG Defendants' control

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MollenhourGross was also "involved" with hiring the CEO of LuckyGunner. Ex. B to Thomas-Jensen Aff. (Response No. 11).

of Red Stag, from the fact that Gross was inexplicably a signer on Red Stag's bank account, Ex. D to Thomas-Jensen Aff. 68:14-23, to BSS's employment of all the executives at Red Stag, *id.* at 22:2-23:24,

. These unusual entanglements suggest that the MG Defendants exercised "abnormal control over the subsidiar[ies]," *BMC Software*, 83 S.W.3d at 800, and so this factor favors Plaintiffs as well, particularly with respect to Red Stag. Accordingly, this Court may exercise jurisdiction over MollenhourGross.

B. This Court has jurisdiction over Mollenhour and Gross.

Courts may also pierce the corporate veil as to individual owners. *Cappucitti v. Gulf Indus. Prods., Inc.*, 222 S.W.3d 468, 481 (Tex. App.—Houston [1st Dist.] 2007, no pet.). As with the previous analysis, this is essentially an alter-ego question: the court asks whether "there is such unity between [the] corporation and [the] individual[s] that the separateness of the corporation has ceased and asserting jurisdiction over only the corporation would result in an injustice." *Id.* If this Court agrees that it has jurisdiction over MollenhourGross, then largely for the same reasons it should exercise jurisdiction over the individual defendants Mollenhour and Gross as well.

The record indicates that Mollenhour and Gross control MollenhourGross even more than MollenhourGross controls Red Stag and LuckyGunner. *See* MollenhourGross Special Appearance, Ex. C, ¶ 14 ("MG is operated and controlled by its own management team, which is headed by Jordan Mollenhour and Dustin Gross."). The company, which is, after all, named after the two men, is wholly owned by them and has no board of directors. Ex. B to Thomas-Jensen Aff. (Response No. 6). The two men were directly involved in hiring the executives of MollenhourGross's *subsidiaries*, *see* Ex. D to Thomas-Jensen Aff. at 54:6-56:4, and at least one of them (Gross) was even the signer on at least one of the subsidiaries' bank accounts, *see id.* at 68:14-23. Indeed, even as LuckyGunner and Red Stag have

gone to the trouble of submitting separate pleadings to this Court—despite being represented by the same counsel—the MG Defendants have made no attempt to distinguish themselves from each other.

At bottom, the entity "MollenhourGross" appears to be nothing more than a conduit for Mollenhour and Gross's business ventures. MollenhourGross states that its officers and directors are Craig Meredith, its general counsel; Coleton Bragg, its chief financial officer; and Keith Jackson, its "Director of Tax." Ex. B to Thomas-Jensen Aff. (Response No. 6). But Meredith was simultaneously counsel for Red Stag, *see* Ex. N to Thomas-Jensen Aff. at 8, 13, and for LuckyGunner, *see* Ex. R to Thomas-Jensen Aff. at LG000015, as well as an employee of BSS,

while also providing personal legal services to Mollenhour and Gross. *See, e.g.*, Ex. R to Thomas-Jensen Aff. at LG000015; Ex. S to Thomas-Jensen Aff. at RSF000010-11. Likewise, Bragg was simultaneously the CFO of Red Stag and of LuckyGunner, as well as an employee of BSS, while also providing services to Mollenhour and Gross personally. *See* Ex. D to Thomas-Jensen Aff. at 22:13-15, 23:10-23; Ex. R to Thomas-Jensen Aff. at LG000015; Ex. M to Thomas-Jensen Aff. at 16; Ex. S to Thomas-Jensen Aff. at RSF000010-11. And Jackson also provides accounting services for both Red Stag and LuckyGunner, and he too worked for BSS and for Mollenhour and Gross, personally. *See* Ex. D to Thomas-Jensen Aff. at 78:15-19; Ex. R to Thomas-Jensen Aff. at LG000015; Ex. S to Thomas-Jensen Aff. at RSF000010-11. Because MollenhourGross thus seems to have little existence independent of its owners and subsidiaries, personal jurisdiction over it should rightfully be extended to its principals, Mollenhour and Gross.

C. The MG Defendants' conspiracy argument is a red herring.

One of the several causes of action in Plaintiffs' Fourth Amended Petition is a civil conspiracy claim against the Ammunition Defendants. Pet. ¶¶ 166-74. The MG Defendants seize on this, asserting that "Plaintiffs have pled themselves out of any jurisdictional veil-piercing theory" by including this claim, since "[s]eparate and distinct defendants . . . cannot simultaneously be alter egos

of one another and also conspire with each other." Mollenhour Gross Special Appearance ¶¶ 47-48. Whatever the underlying merits of the MG Defendants' legal argument, the Court need not resolve it now, for two reasons.

First, the Ammunition Defendants have *denied* all of Plaintiffs' civil conspiracy allegations. *See* MollenhourGross, Jordan Mollenhour, and Dustin Gross Answer ¶1; Red Stag Answer ¶1; LuckyGunner Answer ¶1. Unless they now wish to admit liability, any final determinations about Plaintiffs' conspiracy claims would be premature. *Cf. Hoagland*, 396 S.W.3d at 189 n.5 ("We do not adjudicate the merits of the parties' claims when conducting an analysis of personal jurisdiction."). Instead, the only question currently before the Court is whether jurisdiction exists over the Specially Appearing Defendants.

Second, even if the MG Defendants' statement of the law on civil conspiracy is correct, Plaintiffs would still have, at a minimum, a civil conspiracy claim against the individual Defendants Jordan Mollenhour and Dustin Gross. Moreover, if this Court partially disagrees with Plaintiffs' positions above and determines that either Red Stag or LuckyGunner is not an alter ego of MollenhourGross, then Plaintiffs would have a claim that that entity conspired with the other Ammunition Defendants. *Cf. Regency Advantage LP v. Bingo Idea-W atauga, Inc.*, 936 S.W.2d 275, 278 (Tex. 1996) ("[O]ur rules expressly permit parties to proceed on alternative theories of relief."); *see also* Tex. R. Civ. P. 48 ("A party may set forth two or more statements of a claim or defense alternatively.").

And in any event, because Plaintiffs also plead non-conspiracy claims against each of the Ammunition Defendants, *see* Pet. ¶¶ 125-41, 152-65, 185-89, the MG Defendants' conspiracy-specific argument provides no colorable basis to dismiss any Defendant from the case, and so there is no need for the Court to wade into the merits of the civil conspiracy claim at this time.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court deny both Red Stag's and the MG Defendants' special appearances.

DATED: August 17, 2022

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Attorneys for Plaintiffs Autumn Tisdale and William Tisdale, Jr.

CERTIFICATE OF SERVICE

I certify that, on August 17, 2022, a true and correct copy of the Plaintiffs' Opposition to Defendants' Special Appearances was served on all counsel of record via the Court's electronic-notification system.

/s/ Clint E. McGuire Clint E. McGuire MARTINEZ & MCGUIRE PLLC

Counsel for Plaintiffs Rosie Yanas and Christopher Stone, and Plaintiffs-Intervenors Mark McLeod, Gail McLeod, Pamela Stanich, Shannan Claussen, Clayton Horn, Abdul Aziz, Farah Naz and Flo Rice.

CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER STONE, individually and as next friends of CHRISTOPHER JAKE STONE

Plaintiffs,

COUNTY COURT AT LAW GALVESTON COUNTY, TEXAS

VS.

COURT NO. 3

ANTONIOS PAGOURTZIS and ROSE MARIE KOSMETATOS

REDACTED VERSION FOR PUBLIC FILING

Defendants.

AFFIDAVIT OF MOLLY THOMAS-JENSEN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANTS' SPECIAL APPEARANCES

BEFORE ME, the undersigned authority, personally appeared Molly Thomas-Jensen, who being duly sworn, stated as follows:

- 1. My name is Molly Thomas-Jensen. I am an attorney of record for Abdul Aziz and Farah Naz, individually and as next friends of Sabika Aziz Sheikh, in the above-captioned case. I am over the age of eighteen, of sound mind, and have never been convicted of a felony. The statements in this affidavit are true and correct and are based on my personal knowledge.
- 2. I am an attorney licensed in the State of New York since 2009. My license has never been suspended or revoked.
 - 3. I was admitted *pro hac vice* by this Court to practice in the above-captioned case.
- 4. Attached hereto as Exhibit A is a true and correct copy of LuckyGunner, LLC's Objections and Answers to Plaintiffs' First Set of Interrogatories.
- 5. Attached hereto as Exhibit B is a true and correct copy of MollenhourGross, LLC's Objections and Answers to Plaintiffs' First Set of Interrogatories.

- 6. Attached hereto as Exhibit C is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000028-53. These documents are generated by Red Stag Fulfillment's internal software that tracks order fulfillment and pertain to orders placed by Dimitrios Pagourtzis on March 2 and March 13, 2018.
- 7. Attached hereto as Exhibit D is a true and correct copy of the transcript of the deposition of Eric McCollom, who was President of Red Stag Fulfillment at all times relevant to the instant motion. Portions of this transcript have been designated confidential and are redacted in the public filing, pursuant to the stipulated protective order.
- 8. Attached hereto as Exhibit E is a true and correct copy of an article published on WebRetailer.com, titled "How Red Stag Breaks the Rules of Ecommerce Fulfillment," by Chris Molitor.
- 9. Attached hereto as Exhibit F is a true and correct copy of the transcript of the deposition of Christopher Molitor, who was Vice President of Business Development of Red Stag Fulfillment at all times relevant to the instant motion. Portions of this transcript have been designated confidential and are redacted in the public filing, pursuant to the stipulated protective order.
- 10. Attached hereto as Exhibit G is a true and correct copy of Christopher Molitor's LinkedIn page.
- 11. Attached hereto as Exhibit H is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000675-692.

This exhibit has been

designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.

- 12. Attached hereto as Exhibit I is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000785-786. This is the Employment Proposal for Chris Molitor. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 13. Attached hereto as Exhibit J is a true and correct copy of Red Stag Fulfillment LLC's Objections and Answers to Plaintiffs' First Set of Interrogatories.
- 14. Attached hereto as Exhibit K is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000736-737. This is the First Amendment to the At-Will Employment Agreement between Business Services & Solutions, LLC and Eric McCollom. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 15. Attached hereto as Exhibit L is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000673-674. This is an excerpt from Red Stag Fulfillment's Business Development Standard Operating Procedures. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 16. Attached hereto as Exhibit M is a true and correct copy of corporate filings maintained by the Tennessee Department of State's Division of Business Services for LuckyGunner, LLC.

- 17. Attached hereto as Exhibit N is a true and correct copy of corporate filings maintained by the Tennessee Department of State's Division of Business Services for Red Stag Fulfillment, LLC.
- 18. Attached hereto as Exhibit O is a true and correct copy of corporate filings maintained by the Tennessee Department of State's Division of Business Services for MollenhourGross, LLC
- 19. Attached hereto as Exhibit P is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000712-721. This is the At-Will Employment Agreement between Business Services & Solutions, LLC and Eric McCollom. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 20. Attached hereto as Exhibit Q is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000722-733. This is the At-Will Employment Agreement between Business Services & Solutions, LLC and Christopher Martin Molitor. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 21. Attached hereto as Exhibit R is a true and correct copy of documents produced by Defendant LuckyGunner, LLC, with the following bates numbers: LG000010-17. These are minutes from the annual meetings of Luckygunner, LLC held in 2016, 2017, 2018, and 2019.
- 22. Attached hereto as Exhibit S is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000001-11. These are minutes from the annual meetings of Red Stag Fulfillment, LLC held in 2016, 2017, 2018, 2019, and 2020.

- 23. Attached hereto as Exhibit T is a true and correct copy of the 2015 Limited Liability Company Annual Report filed by Northumbria Capital Lending LLC with the Wyoming Secretary of State. On June 23, 2022, I obtained a copy of this report by using the Business Entity Search function on the Wyoming Secretary of State website to search for filings made by Northumbria Capital Lending, LLC.
- 24. Attached hereto as Exhibit U is a true and correct copy of a letter emailed to me on June 23, 2022 by Andrew Lothson, counsel to Defendant Red Stag Fulfillment and exhibits attached to that letter. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.
- 25. Attached hereto as Exhibit V is a true and correct copy of the website maintained by MollenhourGross, LLC, which is located at mollenhourgross.com.
- 26. Attached hereto as Exhibit W is a true and correct copy of a paper check issued from Luckygunner.com on June 27, 2022, payable to Everytown for Gun Safety Support Fund, Inc., for \$97,486.21.
- 27. Attached hereto as Exhibit X is a true and correct copy of documents produced by Defendant Red Stag Fulfillment, LLC, with the following bates numbers: RSF000065-70, 138, 209-214, 258-284, 300, 354-357. These are excerpts from Red Stag Fulfillment's standard operating procedures. This exhibit has been designated confidential and is excluded from the public filing, pursuant to the stipulated protective order.

Signed this $\frac{16}{6}$ date of August 2022.

Molly Thomas-Jensen Admitted Pro Hac Vice

SUBSCRIBED AND SWORN TO BEFORE ME on the date of August 2022, to certify which witness my hand and official seal.

Notary Public for the State of New York

Elipbeth D. &

ELIZABETH D INGLES
Notary Public, State of New York
Registration #02IN6380058
Qualified In Westchester County
Commission Expires August 27, 2022

EXHIBIT A

CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER COUNTY COURT AT LAW STONE, individually and as next friends

of CHRISTOPHER JAKE STONE

Plaintiffs, **GALVESTON COUNTY, TEXAS**

888888888888 VS.

ANTONIOS PAGOURTZIS and ROSE MARIE KOSMETATOS

> Defendants. **COURT NO. 3**

LUCKYGUNNER, LLC'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT LUCKYGUNNER, LLC

Plaintiffs, by and through their attorneys, Clint E. McGuire, Martinez & McGuire PLLC, TO: 17227 Mercury Drive, Suite B, Houston, Texas 77546.

COMES NOW, Defendant LUCKYGUNNER, LLC ("LuckyGunner" or "Defendant") and serves these Objections and Answers to Plaintiff Chase Yarbrough's First Set of Interrogatories to Defendant LuckyGunner, LLC as follows:

PRELIMINARY STATEMENT

On February 8, 2021, LuckyGunner filed a motion for protective order and to stay discovery pending resolution of its threshold dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a. The objections, responses and answers herein are provided in the event that discovery is permitted and are made in good faith and based only upon information and documentation that is presently available to, and specifically known to LuckyGunner. It is possible that further discovery and independent investigation may supply additional facts, and/or add new meaning to known facts, which may lead to additions to, changes in, and variations from the information herein set forth. As a result, the following responses and answers are given without prejudice to LuckyGunner's right to produce evidence of any subsequently discovered facts or to change any and all responses and answers herein

as additional facts are ascertained. LuckyGunner reserves the right to amend these responses if new or more accurate information and documentation becomes available or if errors are discovered. Furthermore, these responses are given without prejudice to LuckyGunner's right to rely at trial on subsequently discovered information or information inadvertently omitted from these responses as a result of a mistake, error or oversight.

The word usage and sentence structure is that of the attorneys who prepared these responses and answers, and does not purport to be the exact language of the responding party.

II. GENERAL OBJECTIONS

- 1. LuckyGunner objects to Plaintiffs' requests for discovery at this stage, as fully outlined in LuckyGunner's motion for protective order and to stay discovery pending final resolution of its dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a.
- 2. LuckyGunner objects to Plaintiffs' interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome or oppressive, or seek information or documents that are not relevant or proportional to the claims or defenses of any party or to the specific issues of this case, or to the extent they seek information beyond those permitted by the Texas Rules of Civil Procedure.
- 3. LuckyGunner objects to Plaintiffs' interrogatories to the extent the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues. As a result, these interrogatories are not proportional to the needs of the case.
- 4. LuckyGunner objects to Plaintiffs' interrogatories to the extent that they call for information that is unreasonably cumulative or duplicative, or obtainable from some other source that is more convenient, less burdensome, or less expensive.

- 5. LuckyGunner objects to Plaintiffs' requests to the extent that they are not limited to seeking information that is maintained by LuckyGunner. Plaintiffs occasionally have included the phrase "possession, control, or custody" in their discovery requests. LuckyGunner shall construe Plaintiffs' interrogatories as limited to information within the "possession, control or custody" of LuckyGunner, as that terminology is defined by the Texas Rules of Civil Procedure and corresponding case law.
- 6. LuckyGunner objects to Plaintiffs' interrogatories to the extent they seek information protected from discovery by the attorney-client privilege, work product doctrine or other privilege, or that are otherwise immune or protected from disclosure. LuckyGunner does not intend to waive any applicable protections or privileges through the production of documents or the supplying of information in response to Plaintiffs' interrogatories. On the contrary, LuckyGunner specifically intends to preserve any and all applicable protections or privileges. Disclosure (even inadvertent) of any information shall not constitute a waiver of any privilege or any other ground for objecting to discovery with respect to such information, or with respect to the subject matter thereof, nor shall such disclosure waive LuckyGunner's right to object to the use of the information during this or any subsequent proceeding.
- TuckyGunner is responding to Plaintiffs' interrogatories without waiving or intending to waive, but on the contrary, preserving and intending to preserve: (a) the right to object, on the grounds of competency, privilege, relevance, or materiality, or any other proper grounds, to the use of such documents or information for any purpose, in whole or in part, in any subsequent proceedings, in this action or in any other action; (b) the right to object on all grounds, at any time, to interrogatories, requests, or other discovery procedures involving or relating to the subject of these requests to which LuckyGunner has responded herein; and (c) the right at any time to revise, correct, add to, or clarify any of the answers made herein.

- 8. Because of the over breadth of Plaintiffs' interrogatories at this stage in the litigation, it is not possible for LuckyGunner to anticipate all possible grounds for objection with respect to the particular questions set forth herein. LuckyGunner reserves the right to supplement these answers and to raise any additional objections deemed necessary and appropriate in light of the results of any further review.
- 9. Each of these General Objections is incorporated by reference in each of the LuckyGunner's responses and answers to Plaintiffs' Interrogatories.

III. OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

- 1. LuckyGunner objects to Plaintiffs' Definitions and Instructions in their entirety to the extent said Definitions and Instructions are overly broad, unduly burdensome, disproportional to any pertinent need in the case, and impermissibly seeks to broaden the scope of discovery beyond LuckyGunner's obligations as contemplated by Texas Rule of Civil Procedure 192.3 and 197.
- 2. LuckyGunner further objects to these Definitions and Instructions and the applicable interrogatories to the extent they seek searches of electronically stored information and documentation to be disclosed or produced in a form or manner beyond what is (1) kept in the normal course of business, (2) reasonable and proportional to the needs of the case, (3) reasonably accessible and able to be reproduced or formatted for production, or (4) required by the Texas Rules of Civil Procedure and applicable case law, such as *In re Weekley Homes*, 295 S.W.3d 309 (Tex. 2009) and *In re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017), and further to the extent that they request LuckyGunner to act beyond what is reasonable and required by the applicable law in the preservation, review and production of such electronically stored information. Simply put, this is not a case where metadata or native document productions is necessary, feasible or proportional to resolving any issue in the case.
 - 3. LuckgyGunner objects to Plaintiffs' definition in Paragraph C because this definition

renders any discovery requests utilizing the terms "You," "Your," or "Yours" overly broad and unduly burdensome. Any interrogatories utilizing these terms necessarily invades the attorney work product and attorney-client privileges in violation of the Texas Rules of Civil Procedure. To the extent these terms are intended to include "any person or entity authorized to act on your behalf, and/or any employee, officer, contractor, or other person or entity under your control or authority" any inquiry utilizing these terms is so overly broad and unduly burdensome so as to make any such inquiry virtually impossible to answer. Moreover, these definitions discharge the corporate form because they include entities and individuals which are legally separate and distinct from LuckyGunner and have no reasonable connection to the Plaintiffs' claims.

- 4. LuckyGunner objects to Plaintiffs' definitions in Paragraph D and Paragraph F because they render any discovery requests utilizing the terms "Document" and/or "Communication" as overly broad, unduly burdensome, harassing and not proportional to any pertinent need in the case. These definitions reduce any such inquiry to an impermissible "fishing expedition" in violation of Texas law concerning appropriate discovery and the reasonable scope of discovery contemplated by Rule 192.3. LuckyGunner further objects to these definitions to the extent they purport to obligate LuckyGunner to locate and obtain information that is not readily and feasibly accessible or is not in the possession of LuckyGunner. The myriad forms data (both electronic and hard versions) requested fails the proportionality test. The burden and expense of the discovery sought, it far outweighs its likely benefit, taking into account the needs of the case, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues. Finally, LuckyGunner objects to the extent that use of these terms necessary seeks to invade attorney work product and attorney-client privilege in violation of the Texas Rules of Civil Procedure.
 - 5. LuckyGunner objects to the definition in Paragraph I of "Your Websites" on the

grounds that interrogatories utilizing this definition would be overly broad, unduly burdensome, harassing and not proportional to any pertinent need in the case. Plaintiffs' definition reduces any such inquiry to an impermissible "fishing expedition" in violation of Texas law concerning appropriate discovery. Plaintiffs' claims in this case center on LuckyGunner's website and transactions that purportedly occurred on www.luckygunner.com and no other websites. Nor is Plaintiffs' attempt to expand the scope reasonable and proportional to any need in this case. LuckyGunner further objects to this definition to the extent it purports to obligate LuckyGunner to locate and obtain information that is not readily and feasibly accessible or is not maintained by LuckyGunner.

- 6. LuckyGunner objects to the definition and instructions in Paragraph G regarding the term "Identify" because they are overly broad, unduly burdensome and impermissibly seek to broaden the scope of discovery beyond LuckyGunner's obligations as contemplated by Rule 192.3. Nor is the collateral information requested in Paragraph G appropriately sought under Rule 197 through mere inclusion of the term "Identify" inside of an interrogatory.
- 7. Each of these Objections to Plaintiffs' Definitions and Instructions is incorporated by reference in each of the responses and answers to Plaintiffs' Interrogatories.

Respectfully submitted,

GRAY REED & MCGRAW LLP

By: /s/ A.M. "Andy" Landry III

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ATTORNEYS FOR DEFENDANT LUCKYGUNNER, LLC

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was duly furnished to al
counsel of record via email and eFileTexas on the 8th day of February, 2021, in accordance with the
Texas Rules of Civil Procedure:

/s/ A.M. "Andy" Landry III
A.M. "Andy" Landry III

ANSWERS TO FIRST SET OF INTERROGATORIES

<u>INTERROGATORY NO. 1:</u> Provide the name, address, and phone number of each person involved in providing information to respond to these interrogatories.

ANSWER: Briton Collins, 448 N. Cedar Bluff Road, No. 201, Knoxville, TN 37923 assisted counsel with providing information to respond to these interrogatories.

<u>INTERROGATORY NO. 2:</u> Identify any point-of-sale software systems You use or have used, from January 1, 2018 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory as overbroad because the more than three-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire three year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Subject to and without waving these objections, LuckyGunner used the e-commerce platform Magento 1 in March 2018.

<u>INTERROGATORY NO. 3:</u> Identify any companies, systems, vendors, or software programs You use or have used to process credit card payments, from January 1, 2018 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory as overbroad because the more than three-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire three year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Subject to and without waving these objections, LuckyGunner.com used Heartland Payment Systems in March 2018.

<u>INTERROGATORY NO. 4:</u> Identify any companies, systems, vendors, or software programs You use or have used to detect fraudulent activity, from January 1, 2018 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

First, the interrogatory is overly broad because the more than three-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire three year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Second, "fraudulent activity" is not the basis of Plaintiffs' claims against LuckyGunner. Thus, the information sought is not tailored to specific issues in this case, wherein the Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in Texas via its website in March 2018.

Subject to and without waving these objections, in March 2018 LuckyGunner used its own programing to assess potential financial fraud.

<u>INTERROGATORY NO. 5:</u> Identify any companies, systems, vendors, employees or software programs that helped to build or design—in whole or in part—any component, page, or feature of Your website, from January 1, 2010 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory on multiple grounds.

First, identifying the extensive set of information sought over the course of an 11 year time period is grossly overbroad in scope and not reasonably tailored to any specific issue in this case, which concerns only how www.luckygunner.com operated in March 2018, *i.e.*, when ammunition was allegedly purchased by Pagourtzis. To answer the Plaintiffs' request, as stated. LuckyGunner would have to deconstruct each component, page, and feature of its entire website on a minute-by-minute basis for the past 11 years to determine what systems and

software programs were operating on each component, page, and feature at that moment in time, and then determine which vendors and employees may have been involved (in whole or in part) with such system or program. This is, quite literally, an impossible task and nevertheless grossly disproportional to the needs of this case. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Second, the burden and expense of the discovery sought far outweighs its likely benefit, taking into account the needs of the case, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues.

<u>INTERROGATORY NO. 6:</u> Identify any companies, systems, vendors, or software programs You use or have used to ship packages to consumers, from January 1, 2018 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

First, this interrogatory is overly broad because the more than three-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire three year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Second, the overbroad topic of "ship[ment] of packages to consumers" is not a reasonable starting point to discover specific information that could impact any disputed issue in this case. Thus, the scope of this interrogatory is unreasonable and not proportional to any need in the case.

Subject to and without waving these objections, in March 2018 LuckyGunner used Red Stag Fulfillment, LLC as its third-party warehousing and order fulfillment service, and LuckyGunner used FedEx and UPS as common carriers to ship orders from Red Stag's warehouse to LuckyGunner's customers. This was accomplished through the integration of LuckyGunner's Magento 1 e-commerce platform with proprietary application programming interfaces provided by Red Stag, FedEx, and UPS.

INTERROGATORY NO. 7: Identify any companies, systems, vendors, or software programs You

use or have used for accounting, creation of financial statements, and bookkeeping, from January 1, 2018 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case. Nor is discovery appropriate for any other purpose in this litigation, including with respect to the personal jurisdiction objections lodged by co-defendants.

Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

First, this interrogatory is overly broad because the more than three-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire three year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Second, this interrogatory is overbroad and harassing because the general topic of "accounting, creation of financial statements, and bookkeeping" is not reasonably tailored to any pertinent issue in this case, which involves two alleged sales of ammunition to Pagourtzis in Texas via LuckyGunner's website in March 2018. Simply put, the scope of the information sought is not proportional to any need in the case.

<u>INTERROGATORY NO. 8:</u> Identify all long guns in which You contend that Magtech .38 special – 158 grain SJHP ammunition is suitable for use and describe the factual basis for such contention.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Subject to and without waving these objections, the following long guns are currently in production and advertised by their manufacturers as being chambered for .38 special ammunition:

- http://www.winchesterguns.com/products/rifles/model-1873/model-1873-current-products/model-1873-carbine.html
- https://www.henryusa.com/rifles/big-boy-x-model/e
- https://www.henryusa.com/rifles/henry-big-boy-carbine/
- <u>https://rossiusa.com/firearms/lever-action-rifles/51-r92-357-mag-16-5-8-rounds-triple-black</u>
- https://www.cimarron-firearms.com/1866-short-rifle-38-special-20-oct-

- barrel.html
- https://www.cimarron-firearms.com/1866-carbine-with-saddle-ring-38-special-19-rnd-barrel.html
- https://www.marlinfirearms.com/lever-action/model-1894/model-1894c
- https://taylorsfirearms.com/catalog/product/view/id/541/s/1866-rifle/category/55/
- https://taylorsfirearms.com/catalog/product/view/id/546/s/1866-carbine/category/55/

This list is not exhaustive.

<u>INTERROGATORY NO. 9:</u> Identify by name and title all managers and directors of LuckyGunner, from January 1, 2016 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

First, this interrogatory is overly broad because the more than five-year time period in the interrogatory is not sufficiently tailored. The Plaintiffs allege LuckyGunner sold certain ammunition to Pagourtzis in March 2018. Information relating to an entire five year period surrounding the sales in question is simply irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This is particularly true as it relates to information generated *after* the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Second, the term "managers and directors" is undefined and vague. LuckyGunner does not have a board of directors and its sole member at the time of the events allegedly giving rise this lawsuit was Mollenhour Gross, LLC. LuckyGunner's day-to-day operations are managed by its CEO, Jake Felde.

<u>INTERROGATORY NO 10:</u> Identify all owners, shareholders, members, or others with control over LuckyGunner LLC, as well as the percentage of the company's units or shares owned by each such person (and, if such percentage changed over time, each percentage ownership and the dates during which such percentage of ownership was in effect), from January 1, 2010, to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Subject to and without waiving these objections, Mollenhour Gross, LLC was the sole member of LuckyGunner through September 2020. 2A Group, LLC is

now the sole member of LuckyGunner.

<u>INTERROGATORY NO. 11:</u> Identify all capital contributions made to LuckyGunner by amount, date, and name of contributor, from January 1, 2010 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case. Nor is discovery appropriate for any other purpose in this litigation, including with respect to the personal jurisdiction objections lodged by co-defendants.

Subject to and without waiving these objections, no capital contributions were made to LuckyGunner during the stated time period.

<u>INTERROGATORY NO. 12:</u> List all addresses for Your offices and/or facilities, from January 1, 2010 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case. Nor is discovery appropriate for any other purpose in this litigation, including with respect to the personal jurisdiction objections lodged by co-defendants.

Subject to and without waiving these objections, LuckyGunner identifies 205 S. Mohican Street, Knoxville, TN 37919 from January 1, 2010 to April 14, 2011, and 5205 Homberg Drive, Knoxville, TN 37919 from April 15, 2011 to present.

<u>INTERROGATORY NO. 13:</u> List all names under which You have conducted business, from January 1, 2010 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case. Nor is discovery

appropriate for any other purpose in this litigation, including with respect to the personal jurisdiction objections lodged by co-defendants.

Were discovery appropriate, LuckyGunner objects to this interrogatory because it is harassing, overbroad, and irrelevant to any specific issue in this case. This case concerns two ammunition sales allegedly made via www.luckygunner.com in March 2018. Plaintiffs' request for information about other trade names over an 11 year time-period that goes far beyond the two sales at issue is unreasonable and disproportional to any need in this case. This is particularly true as it relates to information pertaining to after the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Subject to and without waiving these objections, LuckyGunner acknowledges

that it did business as luckygunner.com throughout this time-period. LuckyGunner did not do business as or under the names of co-defendants Jordan Mollenhour, Dustin Gross, Mollenhour Gross, LLC, or Red Stag Fulfillment, LLC.

<u>INTERROGATORY NO. 14:</u> List all website addresses at which You have conducted business, from January 1, 2010 to present.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case. Nor is discovery appropriate for any other purpose in this litigation, including with respect to the

personal jurisdiction objections lodged by co-defendants.

Were discovery appropriate, LuckyGunner objects to this interrogatory because it is harassing, overbroad and irrelevant to any specific issue in this case. This case concerns ammunition sales allegedly made via www.luckygunner.com in March 2018. Plaintiffs' request for information about other websites over an 11 year time-period that goes far beyond the two sales at issue is unreasonable and disproportional to any need in this case. This is particularly true as it relates to information pertaining to after the incidents in question. This information has absolutely no bearing on whether the Plaintiffs' claims or the Defendants' defenses are true.

Subject to and without waiving these objections, LuckyGunner acknowledges that it conducted business at luckygunner.com throughout this time-period.

<u>INTERROGATORY NO. 15:</u> For each insurance policy that You have purchased or that has provided coverage to You in any way since January 1, 2018, provide the name of the insurance company, the name of the policy owner, the policy number, the type of coverage, the amount of coverage, and the effective period of the policy.

ANSWER: LuckyGunner objects to this request because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory based on its overbroad scope. Texas law does not require disclosure of insurance information that is irrelevant to the case, e.g., worker's compensation insurance.

Subject to and without waiving these objections, LuckyGunner is not covered by insurance for this matter.

<u>INTERROGATORY NO. 16:</u> Provide the name, address, and phone number of each person from whom You have obtained an affidavit or other statement, written or recorded, concerning any act, circumstance, or event related to any claims or defenses in this case and for each statement provide the substance of the statement and the custodian of the statement.

ANSWER: LuckyGunner objects to this request because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory because Plaintiffs' request for information about statements "concerning any act, circumstance, or event related to any claims or defenses" is overbroad and could be construed to seek information that is not otherwise discoverable under Texas law.

Subject to and without waiving these objections, LuckyGunner does not possess any witness statements at this time (aside from the declarations filed in federal court and the affidavits filed in state court on behalf of co-defendants' motions). Furthermore, attorney-client communications are not statements and, in any event, would be patently privileged under Texas law. See, e.g., Tex. R. Civ. P. 193.3(c).

<u>INTERROGATORY NO. 17</u>: Provide the name, address, and phone number of each person who may have knowledge or information supporting or relating to any of the allegations, claims, or defenses asserted in this case.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

First, Plaintiffs' request for information about potential witnesses with knowledge of "any" "allegation, claims, or defenses" is grossly overbroad and premature at this early stage of the case.

Second, this request calls for disclosure of information protected by privilege, to be used for impeachment, or that is otherwise not discoverable under Texas law. LuckyGunner will disclose witnesses to support defenses in accordance with any Docket Control Order entered by the Court and the Texas Rules of Civil Procedure.

Subject to and without waiving these objections, LuckyGunner identifies the list of persons disclosed as part of the Rule 26(a)(1) initial disclosures exchanged while this case was in federal court.

<u>INTERROGATORY NO. 18:</u> State the name, address, and occupation, profession, or field of expertise of each person You expect to call as an expert witness; for each expert witness, identify whether the expert witness is retained or non-retained.

ANSWER: LuckyGunner objects to this interrogatory because a Rule 91a motion to dismiss remains pending and includes the immunity defense afforded by the PLCAA. Merits discovery is inappropriate at this stage of the case.

> Were discovery appropriate, LuckyGunner objects to this interrogatory on several grounds.

> First, this interrogatory is premature because it seeks information about LuckyGunner's experts who have not yet been disclosed and are not yet required to be disclosed.

> Second, this interrogatory seeks material beyond the scope of permissible discovery of expert witnesses as governed by the Texas Rules of Civil Procedure. LuckyGunner will disclose its experts and any required information about those experts in accordance with any Docket Control Order entered by the Court and the Texas Rules of Civil Procedure.

VERIFICATION

BRITON COLLINS, being first duly sworn, deposes and says that he is a duly authorized representative for LuckyGunner, LLC in the above referenced lawsuit and that he has read the foregoing answers to Plaintiffs' First Set of Interrogatories directed to LuckyGunner, LLC; that the answers were prepared with the assistance and advice of counsel; that LuckyGunner, LLC reserves the right to make any changes in the answers if it appears at any time that omissions or errors have been inadvertently made therein or that more accurate information is available; and that subject to the limitations set forth herein, the answers are true to the best of his knowledge, information, and belief.

Briton Collins, on behalf of LuckyGunner, LLC

Subscribed and sworn before me on February 5, 2021.

MART MART OF STATE OF

Notary Public, State of Tennessee

EXHIBIT B

CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER COUNTY COURT AT LAW STONE, individually and as next friends

of CHRISTOPHER JAKE STONE

Plaintiffs,

GALVESTON COUNTY, TEXAS

VS.

ANTONIOS PAGOURTZIS and ROSE MARIE KOSMETATOS

Defendants. **COURT NO. 3**

MOLLENHOURGROSS LLC'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES SUBJECT TO AND WITHOUT WAIVING IT'S PREVIOUSLY FILED SPECIAL APPEARANCE

TO: Plaintiffs, by and through their attorneys, Clint E. McGuire, Martinez & McGuire PLLC, 17227 Mercury Drive, Suite B, Houston, Texas 77546.

COMES NOW, Defendant MOLLENHOURGROSS LLC ("MG" or "Defendant") and serves these Objections and Answers to Plaintiff Chase Yarbrough's First Set of Interrogatories to Defendant Mollenhour Gross LLC, subject to and without waiving its previously filed Special Appearance as follows:

PRELIMINARY STATEMENT

On February 8, 2021, MG filed a motion for protective order and to stay discovery pending resolution of its objection to personal jurisdiction asserted pursuant to Tex. R. Civ. P. 120a and its dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a. The objections, responses and answers herein are provided in the event that discovery is permitted and are made in good faith and based only upon information and documentation that is presently available to, and specifically known to, MG. It is possible that further discovery and independent investigation may supply additional facts, and/or add new meaning to known facts, which may lead to additions to, changes in, and variations from the information herein set forth. As a result, the following responses and answers are given without prejudice to MG's right to produce evidence of any subsequently discovered facts or to change any and all responses and answers herein as additional facts are ascertained. MG reserves the right to amend these responses and answers if new or more accurate information and documentation becomes available or if errors are discovered. Furthermore, these responses and answers are given without prejudice to MG's right to rely at trial on subsequently discovered information or information inadvertently omitted from these responses as a result of a mistake, error or oversight.

The word usage and sentence structure is that of the attorneys who prepared these responses, and does not purport to be the exact language of the responding party.

II. GENERAL OBJECTIONS

- 1. MG objections to Plaintiffs' requests for any discovery at this stage, as fully outlined in MG's motion for protective order and to stay discovery pending resolution of its objection to personal jurisdiction asserted pursuant to Tex. R. Civ. P. 120a and its dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a. MG serves these Objections and Answers subject to and without waiving its previously filed Special Appearance
- 2. MG objects to Plaintiffs' interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome or oppressive, or seek information or documents that are not relevant or proportional to the claims or defenses of any party or to the specific issues of this case, or to the extent they seek information or documents beyond those permitted by the Texas Rules of Civil Procedure.
- 3. MG objects to Plaintiffs' interrogatories to the extent the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues. As a result, Plaintiffs' requests are

not proportional to the needs of the case.

- 4. MG objects to Plaintiffs' interrogatories to the extent that they are not limited to seeking information that is maintained by MG. Plaintiffs occasionally have included the phrase "possession, control, or custody" in their discovery requests. MG shall construe Plaintiffs' requests as limited to documents and information that are within the "possession, control or custody" of MG, as that terminology is defined by the Texas Rules of Civil Procedure.
- 5. MG objects to Plaintiffs' interrogatories to the extent that they call for information that is unreasonably cumulative or duplicative, or obtainable from some other source that is more convenient, less burdensome, or less expensive.
- 6. MG objects to Plaintiffs' interrogatories to the extent they seek information protected from discovery by the attorney-client privilege, work product doctrine or other privilege, or that are otherwise immune or protected from disclosure. MG does not intend to waive any applicable protections or privileges through the production of documents or the supplying of information in response to Plaintiffs' interrogatories. On the contrary, MG specifically intends to preserve any and all applicable protections or privileges. Disclosure (even inadvertent) of any information shall not constitute a waiver of any privilege or any other ground for objecting to discovery with respect to such information, or with respect to the subject matter thereof, nor shall such disclosure waive MG's right to object to the use of the information during this or any subsequent proceeding.
- 7. MG is responding to Plaintiffs' interrogatories without waiving or intending to waive, but on the contrary, preserving and intending to preserve: (a) the right to object, on the grounds of competency, privilege, relevance, or materiality, or any other proper grounds, to the use of such documents or information for any purpose, in whole or in part, in any subsequent proceedings, in this action or in any other action; (b) the right to object on all grounds, at any time, to interrogatories, requests, or other discovery procedures involving or relating to the subject of these requests to which

MG has responded herein; and (c) the right at any time to revise, correct, add to, or clarify any of the answers made herein.

- 8. Because of the over breadth of Plaintiffs' interrogatories at this stage in the litigation, it is not possible for MG to anticipate all possible grounds for objection with respect to the particular questions set forth herein. MG reserves the right to supplement these answers and to raise any additional objections deemed necessary and appropriate in light of the results of any further review.
- 9. Each of these General Objections is incorporated by reference in each of the MG's responses and answers to Plaintiffs' Interrogatories.

III. OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

- 1. MG objects to Plaintiffs' Definitions and Instructions in their entirety to the extent said Definitions and Instructions are overly broad, unduly burdensome, disproportional to any pertinent need in the case, and impermissibly seeks to broaden the scope of discovery beyond MG's obligations as contemplated by Texas Rule of Civil Procedure 192.3 and 197.
- 2. MG further objects to these Definitions and Instructions and the applicable interrogatories to the extent they seek searches of electronically stored information and documentation to be disclosed or produced in a form or manner beyond what is (1) kept in the normal course of business, (2) reasonable and proportional to the needs of the case, (3) reasonably accessible and able to be reproduced or formatted for production, or (4) required by the Texas Rules of Civil Procedure and applicable case law, such as *In re Weekley Homes*, 295 S.W.3d 309 (Tex. 2009) and *In re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017), and further to the extent that they request MG to act beyond what is reasonable and required by the applicable law in the preservation, review and production of such electronically stored information and documentation. Simply put, this is not a case where metadata or native document productions is necessary, feasible or proportional to resolving any issue in the case.

- 3. MG objects to Plaintiffs' definition in Paragraph C because this definition renders any discovery requests utilizing the terms "You," "Your," or "Yours" overly broad and unduly burdensome. To the extent these terms are intended to include "any person or entity authorized to act on your behalf, and/or any employee, officer, contractor, or other person or entity under your control or authority" any inquiry utilizing these terms is so overly broad and unduly burdensome as to make any such inquiry virtually impossible to answer. Moreover, these definitions discharge the corporate form because they include entities and individuals which are legally separate and distinct from MG and have no reasonable connection to the Plaintiffs' claims. Finally, MG objects to the extent any interrogatories utilizing these terms seeks to invade the attorney work product and attorney-client privileges in violation of the Texas Rules of Civil Procedure.
- 4. MG objects to Plaintiffs' definitions in Paragraph D and Paragraph F because they render any discovery requests utilizing the terms "Document" and/or "Communication" as overly broad, unduly burdensome, harassing and not proportional to any pertinent need in the case. These definitions reduce any such inquiry to an impermissible "fishing expedition" in violation of Texas law concerning appropriate discovery and the reasonable scope of discovery contemplated by Rule 192.3. MG further objects to these definitions to the extent they purport to obligate MG to locate and obtain information that is not readily and feasibly accessible or is not maintained by MG. The myriad forms of data (both electronic and hard versions) requested fails the proportionality test. The burden and expense of the discovery sought, it far outweighs its likely benefit, taking into account the needs of the case, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues. Finally, MG objects to the extent that use of these terms necessary seeks to invade attorney work product and attorney-client privilege in violation of the Texas Rules of Civil Procedure.
 - 5. MG objects to the definition and instructions in Paragraph G regarding the term

"Identify" because they are overly broad, unduly burdensome and impermissibly seek to broaden the scope of discovery beyond MG's obligations as contemplated by Rule 192.3. Nor is the collateral information requested in Paragraph G appropriately sought under Rule 197 through mere inclusion of the term "Identify" inside of an interrogatory.

6. Each of these Objections to Plaintiffs' Definitions and Instructions is incorporated by reference in each of the responses and answers to Plaintiffs' Interrogatories.

Respectfully submitted,

GRAY REED & MCGRAW LLP

By: /s/ A.M. "Andy" Landry III

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ATTORNEYS FOR DEFENDANT MOLLENHOUR GROSS, LLC

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was duly furnished to all counsel of record via email and eFileTexas on the 8th day of February, 2021, in accordance with the Texas Rules of Civil Procedure:

/s/ A.M. "Andy" Landry III
A.M. "Andy" Landry III

ANSWERS TO FIRST SET OF INTERROGATORIES

<u>INTERROGATORY NO. 1:</u> Provide the name, address, and phone number of each person involved in providing information to respond to these interrogatories.

ANSWER:

Craig Meredith, 11409 Municipal Center Drive, No. 23434, Knoxville, TN 37933 assisted counsel with providing information to respond to these interrogatories

<u>INTERROGATORY NO. 2:</u> List all addresses for Your offices and/or facilities, from January 1, 2010 to present.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the Protect of Lawful Commerce in Arms Act ("PLCAA"). Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory as overbroad because it goes well beyond the pertinent time-period of the ammunition sales at issue in this case, *i.e.*, March 2018. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waving these objections, MG identifies the following:

11409 Municipal Center Drive, No. 23434 Knoxville, TN 37933

120H Market Place Boulevard Knoxville, TN 37922

<u>INTERROGATORY NO. 3:</u> List all names under which You have conducted business, from January 1, 2010 to present.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory because it is irrelevant to any pertinent issue in this case involving LuckyGunner's sale of ammunition in Texas

in March 2018. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG did business as Mollenhour Gross, LLC, only, throughout this time-period.

<u>INTERROGATORY NO. 4:</u> List all website addresses at which You have conducted business, from January 1, 2010 to present.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory as vague and overbroad. MG is an investment holding company and it does not sell products and thus does not "conduct" business via its website in the way this interrogatory infers.

Subject to and without waiving these objections, MG maintains this web address (www.mollenhourgross.com) as its business website.

<u>INTERROGATORY NO. 5:</u> For each bank or other financial account You have, list the name of the financial institution where the account is held and all authorized users or signers for each account.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to the scope of this interrogatory as irrelevant and disproportional to any pertinent issue in the case. Names of financial intuitions and all authorized users or signers for such accounts goes far beyond a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG maintains multiple bank accounts and the only authorized users and signors are Mr. Mollenhour and Mr. Gross. MG's Chief Financial Officer has access to the accounts. MG does not bank in Texas.

INTERROGATORY NO. 6: Identify all of Your employees, officers, directors, and members.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG's members are Mr. Mollenhour and Mr. Gross. MG does not have a board of directors. MG has the following officer or director level personnel: Craig Meredith, General Counsel; Coleton Bragg, Chief Financial Officer; and Keith Jackson, Director of Tax.

<u>INTERROGATORY NO. 7:</u> Identify how many shares (or other units of membership interest), by percentage of total issued, that You have owned or held (whether directly or indirectly) in LuckyGunner LLC, from May 12, 2009 to present. If the amount has varied over time, please indicate what periods of time correspond to what percentage of shares of LuckyGunner LLC held by You.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG was the sole member and owned 100% of LuckyGunner, LLC from its formation until September 30, 2020. 2A Group, LLC is now the sole member and owns 100% of LuckyGunner, LLC.

<u>INTERROGATORY NO.8:</u> Identify how many shares (or other units of membership interest), by percentage of total issued, that You have owned or held (whether directly or indirectly) in Red Stag Fulfillment LLC, from August 16, 2013 to present. If the amount has varied over time, please indicate what periods of time correspond to what percentage of shares of Red Stag Fulfillment LLC held by You.

ANSWER:

MG objects to this interrogatory because two threshold dispositive motions filed

pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG has been the sole member and owned 100% of Red Stag Fulfillment, LLC since its formation.

<u>INTERROGATORY NO. 9:</u> Identify each of Your subsidiaries whose products are, directly or indirectly, marketed in or sold in Texas or to purchasers residing in Texas.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this request on several grounds. MG does not market or sell products to third-parties anywhere. Thus, the premise of this request is flawed. Nor is the "marketing and sale of products" by MG subsidiaries reasonably tailored to either a "specific" or "general" personal jurisdiction analysis. A subsidiary's purposeful availment with the forum state does not subject the parent company to "specific" personal jurisdiction. See, e.g., PHC-Minden, L.P. v. Kimberly-Clark Corp., 235 S.W.3d 163, 172-73 (Tex. 2007); Searcy v. Parex Res., Inc., 496 S.W.3d 58, 67 (Tex. 2016); FedEx Corp. v. Contreras, No. 04-19-00757-CV, 2020 WL 4808721, at *5 (Tex. App.—San Antonio, Aug. 19, 2020). Nor does this request concern a general jurisdiction analysis. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this request is not proportional to any need in this case. Furthermore, this request is objectionable because any entities which MG owns that sell products are listed on MG's publicly available website: www.mollenhourgross.com.

<u>INTERROGATORY NO. 10:</u> Identify each of Your subsidiaries that has provided goods or services to any other of Your subsidiaries identified in your answer to Interrogatory No. 9.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this request on several grounds. Whether a subsidiary provides goods or services to another subsidiary goes far beyond the scope of a proper "specific" or "general" personal jurisdiction analysis. For example, a subsidiary's purposeful availment with the forum state does not subject the parent company to "specific" personal jurisdiction. See, e.g., PHC-Minden, L.P. v. Kimberly-Clark Corp., 235 S.W.3d 163, 172-73 (Tex. 2007); Searcy v. Parex Res., Inc., 496 S.W.3d 58, 67 (Tex. 2016); FedEx Corp. v. Contreras, No. 04-19-00757-CV, 2020 WL 4808721, at *5 (Tex. App.—San Antonio, Aug. 19, 2020). Nor does this request concern a "general" jurisdiction analysis. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this request is not proportional to any need in this case.

Subject to and without waiving these objections, as Plaintiffs are aware, Red Stag Fulfillment, LLC has provided fulfillment services for LuckyGunner, LLC's orders, a former subsidiary of MG.

<u>INTERROGATORY NO. 11:</u> Describe all services performed by You relating to or for the benefit of LuckyGunner LLC and/or Red Stag Fulfillment LLC, including but not limited to internal and external policy setting, election of product lines, website design, hiring and firing of officers and or directors, approval of sizable capital investments, auditing, accounting, bookkeeping, and payroll.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory on multiple grounds. This request is irrelevant to any pertinent issue in this case involving allegations that Red Stag Fulfillment, LLC fulfilled a LuckyGunner, LLC ammunition sales order in March 2018. Further, the services referenced in this request are grossly overbroad in scope and not reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, MG was involved with hiring the President of Red Stag Fulfillment, LLC, hiring of the CEO of LuckyGunner, LLC, and approval of sizable capital investments.

<u>INTERROGATORY NO. 12:</u> Describe all contractual obligations incurred by each subsidiary identified in your answer to Interrogatory No. 9 for which You are also a guarantor.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to

Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory on multiple grounds. This request is harassing, and irrelevant to any specific issue in this case involving allegations that Red Stag Fulfillment, LLC fulfilled a LuckyGunner, LLC ammunition sales order in March 2018. Nor are "contractual obligations" of subsidiaries reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, none.

<u>INTERROGATORY NO. 13</u>: Separately identify each of Your employees who plays any role in the marketing or sale of products produced by each subsidiary identified in your answer to Interrogatory No. 9.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory on multiple grounds. This request is irrelevant to any pertinent issue in this case involving allegations that Red Stag Fulfillment, LLC fulfilled a LuckyGunner ammunition sales order in March 2018. Nor would "play[ing]" a "role in marking or sale of products produced" of subsidiaries form a reasonable basis of discovery tailored to a proper "specific" or "general" personal jurisdiction analysis. Furthermore, Red Stag Fulfillment, LLC does not sell products and LuckyGunner does not "produce" products. Thus, this interrogatory is vague and confusing.

Subject to and without waiving these objections, MG is not involved in marketing or selling products on behalf of LuckyGunner, LLC and MG personnel do not market or sell any products of subsidiaries.

<u>INTERROGATORY NO. 14:</u> For each employee identified in your answer to Interrogatory No. 13, provide a brief description of each employee's day-to-day activities as they relate to sales and marketing for those subsidiaries identified in your answer to Interrogatory No. 9.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither

merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory for the same reasons identified in response to interrogatory Nos. 9 and 13, supra. MG incorporates herein its objections those interrogatories. Furthermore, this interrogatory is a grossly overbroad topic and not reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis. "Specific" jurisdiction is an analysis of the events or transaction at issue in the case -i.e., the sale and distribution of ammunition to Pagourtzis. A general jurisdiction analysis is focused on where MG is "at home" -i.e., its principal place of business or place of organization. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this interrogatory is not proportional to any need in this case.

Subject to and without waiving these objections, MG is not involved in marketing or selling products on behalf of LuckyGunner, LLC and MG personnel do not market or sell any products of subsidiaries.

<u>INTERROGATORY NO. 15</u>: Separately identify each employee of You or any of Your subsidiaries who has assisted, consulted, or played any role in the design and or operation of the website LuckyGunner.com.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory on multiple grounds. This request is harassing and irrelevant to any pertinent issue in this case. Nor would "play[ing]" a "role in the design and or operation of" LuckyGunner's website form a reasonable basis of discovery tailored to a proper "specific" or "general" personal jurisdiction analysis. This request goes far beyond the reasonable scope of discovery and is not proportional to any need in this case.

<u>INTERROGATORY NO. 16:</u> Identify the entity(s) that paid a salary to, or otherwise provided remuneration to, any of Your officers, members, and directors during such times as such officer or director also served as an officer, member or director of any of Your subsidiaries.

ANSWER:

MG objects to this request because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, MG objects to this interrogatory on multiple grounds. This interrogatory is a grossly overbroad topic and not reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis. "Specific" jurisdiction is an analysis of the events or transaction at issue in the case -i.e., the sale and distribution of ammunition to Pagourtzis. A general jurisdiction analysis is focused on where MG is "at home" -i.e., its principal place of business or place of organization. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this interrogatory is not proportional to any need in this case.

VERIFICATION

CRAIG MEREDITH, being first duly sworn, deposes and says that he is a duly authorized representative for Mollenhour Gross, LLC in the above referenced lawsuit and that he has read the foregoing answers to Plaintiffs' First Set of Interrogatories directed to Mollenhour Gross, LLC; that the answers were prepared with the assistance and advice of counsel; that Mollenhour Gross, LLC reserves the right to make any changes in the answers if it appears at any time that omissions or errors have been inadvertently made therein or that more accurate information is available; and that subject to the limitations set forth herein, the answers are true to the best of his knowledge, information, and belief.

Craig Meredith, on behalf of Mollenhour Gross, LLC

I, _______, a notary public of Knox County, Tennessee, certify that Craig Meredith, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily for and as the act of said company.

Subscribed and sword before me on February 5, 2021.

Notary Public, State of Tennessee

Expires 2/6/23

EXHIBIT C

Information
Shipments

Stock Movements

Action Log
History

Action	Entity ID	User	Start	End	Duration
Packing	200663207	*inactive* Trevor McCartt	Mar 4, 2018 8:57:50 AM	Mar 4, 2018 8:59:07 AM	01:17
Picking	200663207	(INV) Brandon Sweetser	Mar 4, 2018 8:37:01 AM	Mar 4, 2018 8:40:02 AM	03:01

https://redstagfulfillment.com/backend/admin/sales_order/view/order_id/1956540/

Information
Shipments
Stock Movements
Action Log
History

Mar 5, 2018 9:03:42 AM | Shipment #200663207 - Loaded | Jacob Taylor | Merchant Not Notified Mar 4, 2018 8:59:07 AM | Shipment #200663207 - Packed | *inactive* Trevor McCartt | Merchant Notification Not Applicable Mar 4, 2018 8:59:07 AM | Tracking number 789878151224 for FedEx Home Delivery assigned | Merchant Not Notified Mar 4, 2018 5:54:34 AM | Shipment #200663207 - Picking | David Bowling | Merchant Notification Not Applicable Order allocated among 1 warehouses using "Specific Locked" algorithm. Mar 2, 2018 6:55:55 PM | New | Merchant Not Notified Order fulfillment delay requested: Mar 5, 2018. Mar 4, 2018 5:54:34 AM | Shipment #200663207 created | Merchant Not Notified T: (409) 692-3228 **United States** Alvin, Texas, 77511 Dimitrios Pagourtzis Mar 2, 2018 6:56:01 PM | New | Merchant Not Notified Mar 2, 2018 6:55:55 PM | New | Merchant Notification Not Applicable 1130 County Road 136A Address classified via FedEx API as Residential and changed from:

Shipments

Information

Stock Movements

History Action Log

Order # 100927803

Purchased From LuckyGunner.com

Order Ref # 100952430

Order Date Mar 2, 2018 6:55:55 PM

Order Status Complete

Ready to Ship **Z**0

Requested Ship Date Mar 5, 2018

Submitted By **API: LuckyGunner**

Placed from IP 38 114 169 52

Allocation Options

Order Priority

0

Other Allocation Options **Backorder Policy** {"algorithms":["specific-locked"],"allowed_stock_ids":["1"]} **All or Nothing**

Items Ordered

Product

12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15 SKU: 12ga234buck00xb1200vpWinSupX-15

SKU: 38Special158SJHPMT-50 38 Special-158 gr SJHP-Magtech-(38E)-50

Shipping Address

Alvin, Texas, 77511-1584 1130 County Road 136A Dimitrios Pagourtzis

Show Original Address

T: (409) 692-3228 United States

Status

Valid

Classification

Residential

Report Correction

Shipping & Handling Information

FedEx Home Delivery

No Signature Required

Springdale Springdale Shipped Ordered Ordered Shipped

Assigned

φ

Packing Instructions

No instructions.

	<u>Shipment # 200663207</u>
	(1 of 1)
	Mar 4, 2018 5:54:34 AM
-1	

Status Warehouse Springdale Loaded Total Item Weight Shipping Method 12.613 lbs. **FedEx Home Delivery**

Batch # <u>180791</u>

Target Ship Date Mar 5, 2018

Print Shipping Label | Void Shipping Label

38 Special-158 gr SJHP-Magtech-(38E)-50 SKU: 38Special158SJHPMT-50 **12** ga - **2** 3/4 - **00** buck - Winchester Super X Mag (XB1200VP) - **15** SKU: 12ga234buck00xb1200vpWinSupX-15 Product Qty Shipped δħ ф Shipped 7

	12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15 38 Special-158 gr SJHP-Magtech-(38E)-50	Weig	(Add Tracking Number)LengthOn TruckWidth1040315HeightYour PackagingTotal Weight
1,5490	1.5490 1.7700	1.5490 1.7700 Weight	

1/25/2021

Shipment #200663207 | Loaded | Mar 4, 2018 5:54:34 AM

Order # 100927803

Purchased From **LGDC** LuckyGunner.com

Order Ref # 100952430

Order Date Mar 2, 2018 6:55:55 PM

Order Status Complete

Ready to Ship **N**0

Requested Ship Date Mar 5, 2018

Shipping Address

Alvin, Texas, 77511-1584 1130 County Road 136A Dimitrios Pagourtzis

Show Original Address

T: (409) 692-3228 United States Status

Classification

Residential

Valid

Report Correction

Shipping & Handling Information

FedEx Home Delivery

No Signature Required

Shipment Information (1 of 1)

Status Loaded

Warehouse Springdale

Total Item Weight

12.613 lbs.

FedEx Home Delivery

Shipping Method

Batch # 180791

Mar 5, 2018

Target Ship Date

Print Shipping Label | Void Shipping Label

Product

12 ga - 23/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15

SKU: 12ga234buck00xb1200vpWinSupX-15

38 Special-158 gr SJHP-Magtech-(38E)-50 SKU: 38Special158SJHPMT-50

Qty Shipped φţ φţγ 7

Shipped

789878151224 (Add Tracking Number)	Add Tracking Number)	Length	10.0000 in	Package 1
Status	On Truck	Width	8.0000 in	
Manifest #	<u>1040315</u>	Height	6.0000 in	
Туре	Your Packaging	Total Weight	13.0500 lb	
Product			Weight	Qty
12 ga - 2 3/4 - 00 buck	12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15		1.5490	190
38 Special-158 gr SJHP-Magtech-(38E)-50	-Magtech-(38E)-50		1.7700	700
Packaging Type	Packaging		Weight	Qty
Box	A2 - LQ 10x8x6		0.45	

)	>	
5	7	
5	2.	
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ک	5	

Action	User	Start	End	Duration
Packing	Trevor McCartt	Mar 4, 2018 8:57:50 AM	Mar 4, 2018 8:59:07 AM	01:17
Picking	(INV) Brandon Sweetser	Mar 4, 2018 8:37:01 AM	Mar 4, 2018 8:40:02 AM	03:01

Stock Movements
Action Log Delivery Springdale Loaded FedEx Home Delivery

Information	Warehouse	Product SKU	Action	Expected	Processed	Put-Away	Available	Allocated	Reserved	Picked	Backordered	Location
Shipments	<		<									
Stock Movements												
Action Log	Springdale	12ga234buck00xb1200vpWinSupX- Create	Create				-7		7			C1-58-05- 01
History	Springdale	38Special158SJHPMT-50	Create				<u> </u>		⊭			A3-45-05-
	Springdale	38Special158SJHPMT-50	Picked						ᆣ	<u> </u>		A3-45-05- 03
	Springdale	12ga234buck00xb1200vpWinSupX-Picked	Picked						-7	7		C1-58-05- 01
	Springdale	12ga234buck00xb1200vpWinSupX- Shipped	Shipped							-7		
	Springdale	38Special158SJHPMT-50	Shipped							Ļ		
		-		-	-		-	-		-		-

Information
Shipments
Stock Movements

Action Log
History

Lacking 50000///0	
	"Inactive" Trevor McCartt
M 1/ 2010 0:10:00 AM	Mar 14, 2018 9:19:00 AM
	Mar 14, 2018 9:19:42 AM
20.43	00:42

Information
Shipments
Stock Movements
Action Log
History

Mar 14, 2018 5:25:28 PM | Shipment #200667778 - Loaded | (INV) Derek Stiltner | Merchant Not Notified Mar 14, 2018 9:19:42 AM | Tracking number 780048941061 for FedEx Home Delivery assigned | Merchant Not Notified Mar 14, 2018 7:33:40 AM | Shipment #200667778 - Picking | Jacob Taylor | Merchant Notification Not Applicable Order allocated among 1 warehouses using "Specific Locked" algorithm. Mar 13, 2018 8:01:42 PM | New | Merchant Not Notified Order fulfillment delay requested: Mar 14, 2018. Mar 14, 2018 9:19:42 AM | Shipment #200667778 - Packed | *inactive* Trevor McCartt | Merchant Notification Not Applicable Mar 14, 2018 7:33:40 AM | Shipment #200667778 created | Merchant Not Notified T: (409) 692-3228 **United States** Alvin, Texas, 77511 Dimitrios Pagourtzis Mar 13, 2018 8:02:02 PM | New | Merchant Not Notified Mar 13, 2018 8:01:42 PM | New | Merchant Notification Not Applicable 1130 County Road 136A Address classified via the local database as Residential and changed from:

Shipments

Information

Stock Movements

Action Log

History

Order # 100932025

Purchased From LuckyGunner.com

Order Ref # 100956747

Order Date Mar 13, 2018 8:01:42 PM

Order Status Complete

Ready to Ship **Z**0

Requested Ship Date

Submitted By **API: LuckyGunner**

Mar 14, 2018

38.114.169.52

Placed from IP

Allocation Options

Order Priority

0

Backorder Policy All or Nothing

Other Allocation Options {"algorithms":["specific-locked"],"allowed_stock_ids":["1"]}

Shipping Address

Show Original Address

Alvin, Texas, 77511-1584 1130 County Road 136A Dimitrios Pagourtzis

T: (409) 692-3228 United States

Status

Valid

Classification

Residential

Report Correction

Shipping & Handling Information

FedEx Home Delivery

Overbox No Signature Required

Items Ordered

Product

12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds

SKU: 12gaslug1ozHPFederalPS-5

SKU: 12ga23400Buckspl1200bkRem-25 12 ga - 23/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25

Springdale

Shipped Ordered Springdale

Ordered Shipped

Assigned

φ

Packing Instructions

No instructions.

<u>Shipment # 200667778</u> (1 of 1) Mar 14, 2018 7:33:40 AM

Status	Loaded	Shipping Method	FedEx Home Delivery	
Warehouse	Springdale	Total Item Weight	3.518 lbs.	
Batch #	<u>182729</u>			
Target Ship Date	Mar 14, 2018			
Print Shipping Label	Void Shipping Label			
Product				Qty
12 ga - Slug 1 oz. HP -	12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds			Qty
SKU: 12gaslug1ozHPFederalPS-5	eralPS-5			Shipped
12 ga - 2 3/4 - 9 Pellet	12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25			Qty
SVO: 129a23400BUCKSPI1200BKReIII-25	LZUUDKKEIII-25			Snipped
780048941061 (A	(Add_Tracking_Number)	Length	8.0000 in	Package 1
Status	On Truck	Width	6.0000 in	
Manifest #	1040799	Height	4.0000 in	
Туре	Your Packaging	Total Weight	3.7500 lb	
Product			Weight	Qty
	12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds		0.4980	ő
12 ga - Slug 1 oz. HP - I	12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25		2.5220	>
12 ga - Slug 1 oz. HP - I 12 ga - 2 3/4 - 9 Pellets				
12 ga - Slug 1 oz. HP - I			Weight	
12 ga - Slug 1 oz. HP - I 12 ga - 2 3/4 - 9 Pellets Packaging Type	Packaging			Qty

1/25/2021

Shipment #200667778 | Loaded | Mar 14, 2018 7:33:40 AM

Order # 100932025

Purchased From **LGDC** LuckyGunner.com

Order Ref # 100956747

Order Date Mar 13, 2018 8:01:42 PM

Order Status Ready to Ship **N**0 Complete

Requested Ship Date Mar 14, 2018

Shipping Address

Alvin, Texas, 77511-1584 1130 County Road 136A Dimitrios Pagourtzis

Show Original Address

T: (409) 692-3228 United States

Status

Valid

Residential

Report Correction

Classification

Shipping & Handling Information

FedEx Home Delivery

No Signature Required

Overbox

Shipment Information (1 of 1)

Status Warehouse Springdale Loaded

Total Item Weight

3.518 lbs

FedEx Home Delivery

Shipping Method

Batch # Target Ship Date 182729 Mar 14, 2018

Print Shipping Label | Void Shipping Label

Product 12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds

SKU: 12gaslug1ozHPFederalPS-5

Qty Shipped φţy 2

Product

12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25 SKU: 12ga23400Buckspl1200bkRem-25 Qty Shipped φ

Status Type Manifest # 780048941061 (Add Tracking Number)

Product

1040799 On Truck Your Packaging

Length Width

Height Total Weight

8.0000 in 6.0000 in 4.0000 in 3.7500 lb

Package 1

Weight 0.4980

₽ Q

2.5220

0.2	Weight	
	Qty	

Action Log

Box

A1 - LQ 8x5x3.5

Packaging Type

Packaging

12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25

12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds

Action rog				
Action	User	Start	End	Duration
Packing	Trevor McCartt	Mar 14, 2018 9:19:00 AM	Mar 14, 2018 9:19:42 AM	00:42
Picking	Douglas Ridge	Mar 14, 2018 8:22:16 AM	Mar 14, 2018 8:31:28 AM	09:12

History	Action Log	Stock Movements	Shipments	Information
			Any <	
	200667778			Shipment #
	Springdale		<	Warehouse
	Loaded		<	Status
			<	Picking Class
	FedEx Home Delivery			Shipping Method
			<	
				Total Qty
	3.51			Weight
	3.518 Mar 14, 20:	То:	From:	Total Qty Weight Created At

Mar 14, 2018 7:33:40 AM

Information
Shipments
Stock Movements
Action Log
History

Springdale	Springdale	Springdale	Springdale	Springdale	Springdale		Warehouse
12ga23400Buckspl1200bkRem- Shipped	12gaslug1ozHPFederalPS-5	12ga23400Buckspl1200bkRem- Picked	12gaslug1ozHPFederalPS-5	12ga23400Buckspl1200bkRem- Create	12gaslug1ozHPFederalPS-5		Product SKU
Shipped	Shipped	Picked	Picked	Create	Create	<	Action
							Expected
							Processed
							Put-Away
				Ļ	-2		Available
							Allocated
		4	-2	ь	2		Reserved
<u>.</u>	-2	P	2				Picked
							Backordered
		C1-62-06- 08	C1-44-03- 01	C1-62-06- 08	C1-44-03- 01		Location
Tre Mc(Tre Mc(Dot Rid	Dot Rid				Use



Order Ref # 100952430

Order Date: Mar 2, 2018 Packing Slip # 200663207



Dimitrios Pagourtzis

1130 County Road 136A Alvin, Texas, 77511-1584 FedEx Home Delivery Estimated Weight: 12.613 lbs Tracking # 789878151224

QTY PRODUCT LOCATION

7 12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15

1 38 Special-158 gr SJHP-Magtech-(38E)-50

Thank you again for your order! Please let me know if there is anything that I can do to improve your next experience with LuckyGunner.com. Just call me at (800) 317-9506 or send me an e-mail at CustomerService@LuckyGunner.com. ~ Heidi

Tell us what you think about how your order was packaged at www.LuckyGunner.com/Rate-My-Packaging



Order Ref # 100956747

Order Date: Mar 13, 2018 Packing Slip # 200667778



Dimitrios Pagourtzis

1130 County Road 136A Alvin, Texas, 77511-1584 FedEx Home Delivery Overbox Estimated Weight: 3.518 lbs Tracking # 780048941061

PRODUCT QTY **LOCATION**

- 2 12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds
- 12 ga 2 3/4 9 Pellets 00 buck Remington LE (SPL12-00BK) 25

Thank you again for your order! Please let me know if there is anything that I can do to improve your next experience with LuckyGunner.com. Just call me at (800) 317-9506 or send me an e-mail at CustomerService@LuckyGunner.com. ~ Heidi

Tell us what you think about how your order was packaged at www.LuckyGunner.com/Rate-My-Packaging

FROM: (800) 317-9506

Lucky Fulfillment Thanks for your business!

Knoxville TN 37917 US

CAD: 103947716/WSXI3100 DIMMED: 10 X 8 X 6 IN

BILL SENDER

TO Dimitrios Pagourtzis

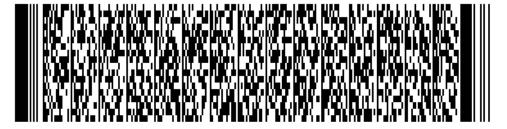
1130 County Road 136A

Alvin TX 77511 (409) 692-3228

REF: ORDER REF # 100952430 P1/1

INV:

PO



FedEx Home Delivery

(US)

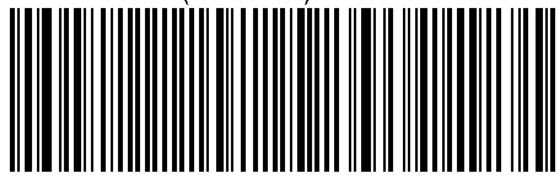


7898 7815 1224 TRK#

NO-AIR

77511

9622 0801 0 (000 493 3022) 0 00 7898 7815 1224



RSF000048

FROM: (800) 317-9506

Lucky Fulfillment Thanks for your business!

Knoxville TN 37917 US SHIP DATE: 14MAR18 ACTWGT: 3.75 LB CAD: 103947716/WSXI3100 DIMMED: 8 X 6 X 4 IN

BILL SENDER

TO Dimitrios Pagourtzis

1130 County Road 136A

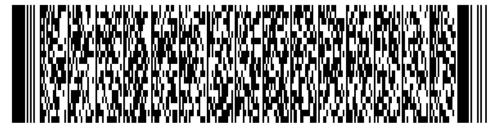
(US)

Alvin TX 77511 (409) 692-3228

REF: ORDER REF # 100956747 P1/1

INV:

PO: DEP1



FedEx
Home Delivery

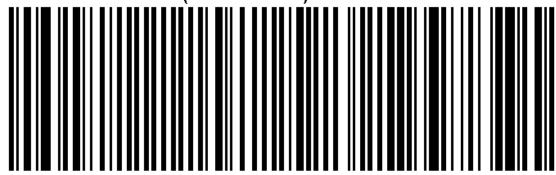


TRK# 7800 4894 1061

NO-AIR

77511

9622 0801 0 (000 493 3022) 0 00 7800 4894 1061



RSF000049

Order View

Information

Shipments

Stock Movements

Action Log

History

Order # 100927803 [100952430] | Mar 2, 2018 6:55:55 PM

Order # 100927803

Purchased From

Order Ref # 100952430

Order Date Mar 2, 2018

6:55:55 PM

Order Status Complete

LGDC

LuckyGunner.com

Target Ship Date Springdale: Mar

5, 2018

Requested Ship Date Mar 5, 2018

Submitted By API:

LuckyGunner

Placed from IP **38.114.169.52**

Batch # <u>180791</u>

Shipping Address

Show Original Address

Dimitrios Pagourtzis 1130 County Road 136A Alvin, Texas, 77511-1584 United States

T: (409) 692-3228

Status Valid

Classification Residential

Report Correction

Shipping & Handling Information

FedEx Home Delivery
No Signature Required

Allocation Options

Order Priority

Backorder Policy All or Nothing

Other Allocation Options {"algorithms":["specific-

locked"],"allowed_stock_ids":

["1"]}

Items Ordered Assigned Qty 7 12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15 Springdale 7 Ordered SKU: 12ga234buck00xb1200vpWinSupX-15 7 Shipped 38 Special-158 gr SJHP-Magtech-(38E)-50 Ordered 1 Springdale 1 **SKU:** 38Special158SJHPMT-50 Shipped 1

Packing Instructions

Shipment #200663207 Mar 4, 2018 5:54:34 AM

Springdale

Loaded

FedEx Home Delivery

No Signature Required

Print Shipping Label | Void Shipping Label

 Product
 Qty

 12 ga - 2 3/4 - 00 buck - Winchester Super X Mag (XB1200VP) - 15
 Qty 7

 SKU: 12ga234buck00xb1200vpWinSupX-15
 Shipped 7

 38 Special-158 gr SJHP-Magtech-(38E)-50
 Qty 1

 SKU: 38Special158SJHPMT-50
 Shipped 5

					Package
789878151224 (Add Tracking Number)	Length	10.0000 in	Į.	
Status	On Truck	Width	8.0000 in		
Manifest #	<u>1040315</u>	Height	6.0000 in		
Гуре	13.0500 lb				
Product			Weight	Qty	
12 ga - 2 3/4 - 00 buc	k - Winchester Super X Mag (X	B1200VP) - 15	1.5490		7
38 Special-158 gr SJH	P-Magtech-(38E)-50		1.7700		1
Packaging Type	Packaging			Qty	
Box	A2 - LQ 10x8x6			1.	

Order View

Information

Shipments

Stock Movements

Action Log

History

Order # 100932025 [100956747] | Mar 13, 2018 8:01:42 PM

Order # 100932025

Purchased From

Order Ref # 100956747

Order Date Mar 13, 2018

8:01:42 PM

Order Status Complete

LGDC

LuckyGunner.com

Target Ship Date Springdale: Mar

14, 2018

Requested Ship Date Mar 14, 2018

Submitted By API:

LuckyGunner

Placed from IP **38.114.169.52**

Batch # <u>182729</u>

Show Original Address

Dimitrios Pagourtzis
1130 County Road 136A
Alvin, Texas, 77511-1584
United States
T: (409) 692-3228

Status

Valid

Classification

Residential

Shipping & Handling Information

FedEx Home Delivery

No Signature Required

Report Correction

Shipping Address

Overbox

Allocation Options

Order Priority

Backorder Policy All or Nothing

Other Allocation Options {"algorithms":["specific-

locked"],"allowed_stock_ids":

["1"]}

Items Ordered Product Assigned Qty 2 12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds Springdale 2 Ordered **SKU:** 12gaslug1ozHPFederalPS-5 Shipped 2 12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25 Ordered 1 Springdale 1 **SKU:** 12ga23400Buckspl1200bkRem-25 Shipped 1

Packing Instructions

Shipment #200667778 Mar 14, 2018 7:33:40 AM

Springdale

Loaded

FedEx Home Delivery

No Signature Required

Print Shipping Label | Void Shipping Label

 Product
 Qty

 12 ga - Slug 1 oz. HP - Federal Power Shok (F127RS) - 5 Rounds
 Qty
 2

 SKU: 12gaslug1ozHPFederalPS-5
 Shipped
 2

 12 ga - 2 3/4 - 9 Pellets - 00 buck - Remington LE (SPL12-00BK) - 25
 Qty
 1

 SKU: 12ga23400Buckspl1200bkRem-25
 Shipped
 2

				Package
780048941061	(Add Tracking Number)	Length	8.0000 in	
Status	On Truck	Width	6.0000 in	
Manifest #	<u>1040799</u>	Height	4.0000 in	
Гуре	3.7500 lb			
Product			Weight	Qty
12 ga - Slug 1 oz. Hl	- Federal Power Shok (F127RS)	- 5 Rounds	0.4980	2
12 ga - 2 3/4 - 9 Pel	lets - 00 buck - Remington LE (SI	PL12-00BK) - 25	2.5220	1
Packaging Type	Packaging			Qty
Box	A1 - LQ 8x5x3.5			1

EXHIBIT D

DEPOSITION OF ERIC McCOLLOM July 1, 2022 CAUSE NO. CV-0081158 ROSIE YANAS and CHRISTOPHER) COUNTY COURT AT LAW STONE, individually and as) next friends of CHRISTOPHER) JAKE STONE) Plaintiffs,) GALVESTON COUNTY, v.) TEXAS	
CAUSE NO. CV-0081158 CAUSE NO. CV-0081158 ROSIE YANAS and CHRISTOPHER) COUNTY COURT AT LAW STONE, individually and as) next friends of CHRISTOPHER) JAKE STONE) Plaintiffs,) B GALVESTON COUNTY,	
CAUSE NO. CV-0081158 4 —————————————————————————————————	
4	
STONE, individually and as) next friends of CHRISTOPHER) JAKE STONE) Plaintiffs,) GALVESTON COUNTY,	
next friends of CHRISTOPHER) JAKE STONE) Plaintiffs,) GALVESTON COUNTY,	
next friends of CHRISTOPHER) JAKE STONE) Plaintiffs,) GALVESTON COUNTY,	
7) Plaintiffs,) 8) GALVESTON COUNTY,	
Plaintiffs,) 8) GALVESTON COUNTY,	
) GALVESTON COUNTY,	
v.) TEXAS	
9	
ANTONIOS PAGOURTZIS and ROSE)	
10 MARIE KOSMETATOS)	
)	
Defendants.) COURT NO. 3	
12	
13 APPEARANCES:	
14 FOR THE PLAINTIFFS-INTERVENORS	
ABDUL-AZIZ and FARAH NAZ:	
15	
Molly Thomas-Jensen, Esq.	
16 Krystan Hitchcock, Esq.	
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FOR RED STAG FULFILLMENT:	
Andrew A. Lothson, Esq.	
SWANSON, MARTIN & BELL	
21 330 N. Wabash	
Suite 3300	
Chicago, Illinois 60611	
23 ALSO PRESENT: Todd Fulks, Esq.	
T.J. Harker, Esq.	
Briton Collins, Esq.	
Page 1	

1	INDEX	
2	EXAMINATION BY:	PAGE NO.
3	MS. THOMAS-JENSEN	5
4	EXHIBITS	
5	EXHIBIT DESCRIPTION	PAGE NO.
6	Exhibit 1 Minutes from Annual Meeting of Red	l 25
	Stag Fulfillment, LLC Held on	
7	December 16, 2016	
8	Exhibit 2 Minutes from Annual Meeting of Red	l 26
	Stag Fulfillment, LLC Held on	
9	December 7, 2020	
10	Exhibit 3 Staffing Services Agreement with	32
	Randstad	
11		
	Exhibit 4 Staffing Services Agreement with	36
12	WorkSource	
13	Exhibit 5 At-Will Employment Agreement	42
14	Exhibit 6 First Amendment to the At-Will	45
	Employment Agreement	
15		
	Exhibit 7 Employment Proposal for Chris	57
16	Molitor	
17	Exhibit 8 Secretary of State Documents for	62
	Red Stag Fulfillment	
18		
	Exhibit 9 Secretary of State Documents for	63
19	LuckyGunner	
20	Exhibit 10 Red Stag Fulfillment, LLC's	69
0.1	Objections and Answers to Plainti	
21	First Set of Interrogatories Subj	
0.0	to and Without Waiving its Previo	usly
22	Filed Special Appearance	120
23	Exhibit 11 Exhibit A	139
24	Exhibit 12 Affidavit of Eric McCollom	148
25	Exhibit 13 Order Details for March 2, 2018	156
	To the state of th	200 2
	P	age 2

1	EXHIBIT		DESCR	IPTION					PAGE	NO.
2	Exhibit	14	Order	Details	for	March	13,	2018	16	1
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4										
5										
6										
7										
8										
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10										
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STIPULATIONS

The deposition of ERIC McCOLLOM, herein, called at the instance of the Plaintiffs, taken pursuant to all rules applicable to the Texas Rules of Civil Procedure, and taken by agreement on the 1st day of July, 2022, at the offices of Eldridge & Blakney, 400 West Church Avenue, Suite 101, Knoxville, Tennessee, before Sara M. Smith, Court Reporter and Notary Public in and for the State of Tennessee pursuant to stipulation of counsel.

It being agreed that Sara M. Smith, Court
Reporter and Notary Public, may report the
deposition in machine shorthand, afterwards reducing
the same to typewriting.

All objections, except as to the form of the question and responsiveness of the answer, are reserved to on or before the hearing.

It being further agreed that all formalities as to notice, caption, certificate, transmission, etc., excluding the reading and signing of the completed deposition of the witness and the signature of the witness, are expressly waived.

2.

2.1

2.4

Page 4

1	ERIC McCOLLOM,
2	having been first duly sworn, was examined and
3	deposed as follows:
4	EXAMINATION
5	BY MS. THOMAS-JENSEN:
6	Q. Can you please state your name?
7	A. Eric McCollom.
8	Q. All right. Mr. McCollom, I'm Molly
9	Thomas-Jensen. I'm with Everytown Law, and I'm here
10	on behalf of the parents of Sabika Sheikh, and I'm
11	here with my colleague, Krystan Hitchcock. Have you
12	ever been deposed before?
13	A. I have not.
14	Q. All right. So I am going to go
15	over some ground rules just so that we're on the
16	same page. The most important thing is that you
17	understand the questions as I ask them and give
18	accurate answers. So do you understand that you are
19	under oath, and therefore, required to testify
20	truthfully and accurately?
21	A. I am. Yes, I do.
22	Q. All right. As you can see, there's
23	a court reporter who is taking down everything you
24	say and everything I say. In order to have a clean
25	record, we both need to speak slowly and clearly.

Page 5

1	As you've probably already figured out, that is
2	probably going to be a bigger challenge for me than
3	for you, but with that said, the really important
4	thing here to know is that the court reporter cannot
5	transcribe two people talking at once. So what that
6	means is you'll need to wait until I finish asking a
7	question to answer, even if you think you know where
8	I'm going. So do you agree to do that?
9	A. Yes.
10	MR. LOTHSON: Molly, let me
11	should I introduce myself for the record?
12	MS. THOMAS-JENSEN: Oh, gosh, yes.
13	Thank you. We should probably put well,
14	I don't know if you all want to introduce
15	let's just do introductions for everyone.
16	MR. LOTHSON: Sure. I can
17	introduce them all. Andrew Lothson, I'm
18	here on behalf of Red Stag today. I'm also
19	representing the witness. We also have T.J.
20	Harker, Todd Fulks, and Briton Collins.
21	With that
22	MS. THOMAS-JENSEN: Great. All
23	right. Thank you.
24	BY MS. THOMAS-JENSEN:
25	Q. So the court reporter cannot
	Page 6

1	transcribe non-verbal responses, so that's things
2	like a head nod or an uh-huh or something like that.
3	So yes and no is the name of the game today. Do you
4	agree to that?
5	A. Yes.
6	Q. And if you answer a question, I am
7	going to assume that you understand it. Do you
8	understand that?
9	A. Yes.
10	Q. If you need a break, just let me
11	know. We may not be able to take a break at that
12	precise moment, and certainly if I've already asked
13	a question, I'll expect you to answer it, but
14	please I know you mentioned earlier you're having
15	back problems, so please just let me know and we'll
16	certainly accommodate that.
17	A. Thank you.
18	Q. So Mr. Lothson may make objections
19	during the deposition. After he makes an objection,
20	you should still answer my question. Do you
21	understand that?
22	A. Yes.
23	Q. I'll just caveat that with he may
24	instruct you not to answer a question. At that
25	point, you will need to determine whether you will

1	answer that question. So without telling me the
2	contents of any conversations you've had with your
3	attorneys, how did you prepare for today's
4	testimony?
5	A. I met with Andy in preparation for
6	today.
7	Q. How many times?
8	A. Four, I believe.
9	Q. All right. Did you review any
10	documents in preparation for today?
11	A. We did review a few documents, yes.
12	Q. All right. Which documents?
13	A. My employment agreement, the
14	service agreement with the client in question, and
15	mostly that.
16	Q. Okay. Did you bring any documents
17	with you today?
18	A. I did not.
19	Q. All right. Have you taken any
20	medication or other substances that would affect
21	your ability to testify truthfully and accurately
22	today?
23	A. I have not.
24	Q. Is there any reason you cannot sit
25	or stand for this deposition today?

1	A. No.
2	Q. All right. Could you start just by
3	describing the relationship between Red Stag and
4	LuckyGunner?
5	A. So Red Stag was the third-party
6	fulfillment company that fulfilled the orders,
7	picked, packed, and prepared for shipping, handed
8	off to the carriers of their choosing, to complete
9	the orders that they receive on their website.
10	Q. When did you start working at Red
11	Stag?
12	A. I began working at Red Stag in
13	2013.
14	Q. Okay. And what was your initial
15	role?
16	A. For Red Stag, it was the president
17	of Red Stag.
18	Q. And has your role changed over the
19	years?
20	A. I stepped down as the president of
21	Red Stag in, it was either late 2020 or early
22	2021 I don't remember the exact date and
23	assumed a position of the chief operating officer
24	once we had found another CEO to take that role. So
25	that officially transitioned in May of 2021.

1	Q. I see. And are you still COO?
2	A. I am not. I left Red Stag last
3	year.
4	Q. Where are you now?
5	A. I'm self-employed.
6	Q. What does that mean?
7	A. It means that I'm beginning a
8	consulting business here in Knoxville to provide
9	executive coaching and some leadership training, and
10	my wife and I are also working together to start a
11	company.
12	Q. What kind of company?
13	A. It's a it's hard to explain, but
14	it's an agency business for photographers, so
15	contract editing, social media management, content
16	blogging, those kinds of things for the wedding and
17	portrait photography industry.
18	Q. I see. And when you say
19	consulting, are any companies owned or controlled by
20	Jordan Mollenhour or Dustin Gross amongst your
21	clients?
22	A. They are not.
23	Q. All right. So you said you stepped
24	down as president because you found a CEO, but are
25	those the same roles?

1	A. The title, I guess, changed at that
2	point, but the role is essentially the same. It was
3	the I don't know why the decision was made to
4	post the position as a CEO, rather than a president
5	role, but that's what was posted.
6	Q. When was Red Stag Fulfillment
7	formed?
8	A. It was formed in 2013.
9	Q. So were you president from the
10	start?
11	A. I was not.
12	Q. Who was the president early on?
13	A. I don't recall the answer to that.
14	There was an acting president, and I never met the
15	individual. It was a very short tenure.
16	Q. How short a tenure?
17	A. Like I don't know. I don't
18	know.
19	Q. So you know the company was formed
20	in 2013?
21	A. Yeah. I began as the president
22	shortly after that. It was somebody that they
23	had that had been hired for that role and it
24	wasn't a good fit early on and so they were relieved
25	of that position, and I never met them.

1	Q. Does August of 2013 sound like the
2	right date for the formation of Red Stag?
3	A. I don't know the answer to that
4	question.
5	Q. Okay. Where does the name Red Stag
6	come from?
7	A. I get that question a lot. It
8	doesn't have as much meaning. Red was just a it
9	had to do with just a vibrant color. The idea was
10	to create a name that was distinctive in the
11	industry, rather than like e-commerce fulfillment
12	company, which doesn't stand out very much. So the
13	name had been chosen before I started with the
14	company. So the stag, again, was just an image that
15	was chosen to represent, I guess, strength or power
16	or whatever, just like being capable, and so the two
17	were put together and it was that was all there
18	was to it, really.
19	Q. It's not a hunting reference?
20	A. It is not at all.
21	Q. What's the herd?
22	A. The herd was a nickname that we
23	created for our internal operating team just for
24	comraderies sake. It was just kind of a fun name to
25	use to describe our employees or team members kind

1	of in general. It wasn't official or anything.
2	Q. Who coined it?
3	A. I don't recall. It was either
4	myself or one of the team leaders that worked for
5	me.
6	Q. Okay. Who formed Red Stag?
7	A. I don't know the answer to who
8	submitted the formation documents. I wasn't there.
9	I mean, I did not do it, so I don't know.
LO	Q. Who was the initial owner of Red
L1	Stag?
L2	A. The owners were it's owned by
L3	a it's my understanding at least that it was
L4	owned by the Mollenhour Gross, LLC company.
L 5	Q. And during your time at the
L6	company, so from 2013 to 2021, was Mollenhour Gross
L7	always the full owner of Red Stag?
L8	A. I believe that's the case, yes.
L9	Q. And just going forward, when I
20	refer to your time, because that's a cumbersome
21	phrase when I say 2013 to 2021, that's what I
22	mean by your time at the company.
23	A. Sure, okay.
24	Q. Do you sometimes refer to Jordan
25	Mollenhour and Dustin Gross as the owners of Red

Т	Stag?
2	A. I may have referred to them as the
3	owners of Red Stag.
4	Q. Do the Red Stag minutes sometimes
5	refer to them as the owners?
6	A. I don't recall how they were
7	referred to in the minutes of those meetings.
8	Q. So what is your understanding of
9	why so Jordan Mollenhour and Dustin Gross formed
10	Mollenhour Gross, LLC. Is that right?
11	A. That's my understanding.
12	Q. All right. What is your
13	understanding of why their company, Mollenhour
14	Gross, formed Red Stag?
15	A. They saw a need in the marketplace
16	for a higher quality e-commerce fulfillment company.
17	They owned, through Mollenhour Gross, other
18	companies that operated in the e-commerce space.
19	They had used other third-party fulfillment
20	companies with those e-commerce brands, and they had
21	quality issues, concerns with how those companies
22	operated and didn't feel like they represented their
23	brands well, and so they knew that other people had
24	those same issues and concerns and so they felt like
25	there was an opportunity to start a company and grow

1	a company to perform those services at a better
2	in a better way.
3	Q. So you said they had other
4	companies in the e-commerce space?
5	A. Yes. I know of a company that they
6	had at the time.
7	Q. Which company was that?
8	A. That's the LuckyGunner brand.
9	Q. All right.
10	A. LuckyGunner company.
11	Q. So was this to create an internal
12	fulfillment provider for LuckyGunner?
13	A. It was not.
14	Q. Was LuckyGunner, at the time of Red
15	Stag's formation, fully owned by Mollenhour Gross?
16	A. I don't know the answer.
17	Q. You don't know the answer?
18	A. I don't know if they were fully
19	owned or if they had other part owners in that
20	business. I wouldn't have any of that information
21	of LuckyGunner's ownership. To clarify, is that
22	your question?
23	Q. My question, I'll modify it. Was
24	LuckyGunner at least partly owned by Mollenhour
25	Gross at the time that Red Stag was formed?

1	A. I believe that's the case.
2	Q. So Red Stag and LuckyGunner, at the
3	time of Red Stag's formation, shared a parent
4	company?
5	A. That was my understanding, yes.
6	MS. THOMAS-JENSEN: I think now is
7	the time to close that door. Thanks.
8	Q. All right. So sometimes in these
9	documents that were produced, I see reference to
10	LGDC, LLC.
11	A. Uh-huh.
12	Q. What's that?
13	A. LGDC, LLC, was the company that
14	owned the inventory that we fulfilled for the
15	LuckyGunner website.
16	Q. So was it a subsidiary of
17	LuckyGunner?
18	A. I don't know the answer to that
19	question.
20	Q. So when you say
21	A. I don't believe it was a
22	subsidiary, but I don't know the answer.
23	Q. So you say owned the inventory?
24	A. Uh-huh.
25	Q. Did you ever communicate with
	Dage 16

1	LuckyGunner, LLC, though?
2	A. Did I ever communicate? We did,
3	because we communicated with their customer support
4	teams occasionally, those kinds of things. The
5	orders that we fulfilled were originated from the
6	LuckyGunner, LLC website.
7	Q. I see.
8	A. And we fulfilled that from the LGDC
9	inventory.
L O	Q. All right. And your understanding
L1	is there's some relationship between LGDC and
L 2	LuckyGunner?
L 3	A. There would be some relationship,
L4	would be my expectation.
L 5	Q. So you said earlier that Red Stag
L6	was formed to address problems that Mollenhour Gross
L7	had experienced through its e-commerce company with
L 8	logistics and fulfillment providers. Is that right?
L9	A. That is my understanding, that it
20	was an opportunity in the market to create a
21	company.
22	Q. So what were some of the problems
23	that they had had?
24	A. Late orders being shipped,
25	inaccurate orders being shipped, inaccurate
	Page 17

1	inventory, lost inventory or inventory that was
2	received incorrectly, counted incorrectly, and then
3	later found to be missing. So it was usually
4	related to either order accuracy, inventory
5	accuracy, or even lost or stolen inventory.
6	Q. Okay. Was LuckyGunner Red Stag's
7	first client?
8	A. Yes, LGDC and the orders that we
9	fulfilled for LuckyGunner.
10	MS. THOMAS-JENSEN: So what I'd
11	like to do actually for simplicity, and
12	Mr. Lothson, tell me if you have an
13	objection to this, is if I'm saying
14	LuckyGunner, that's going to include these
15	two related companies, and if that's not
16	clear, like you should tell me. Does that
17	work for you, just in general?
18	MR. LOTHSON: They're separate, but
19	as long as we note that for the record that
20	they are separate companies, and that, in
21	the context of the questions being asked,
22	it's referred to generally for the purposes
23	of this deposition for clarity purposes with
24	asking Mr. McCollom, I'm okay with that for
25	now.

1	MS. THOMAS-JENSEN: You should tell
2	me if a question doesn't make sense if it's
3	referring to both.
4	THE WITNESS: Sure.
5	MR. LOTHSON: It's possible
6	MS. THOMAS-JENSEN: And I'll try to
7	say inventory LGDC and kind of website
8	LuckyGunner, but
9	MR. LOTHSON: And it's possible it
10	may not apply to every question, but we'll
11	try to ferret it out.
12	MS. THOMAS-JENSEN: All right.
13	Thanks. I always like to simplify if
14	possible, and if this doesn't make it
15	simpler, we should not do it.
16	MR. LOTHSON: It may make it more
17	complicated.
18	BY MS. THOMAS-JENSEN:
19	Q. All right. So LuckyGunner and/or
20	LGDC was Red Stag's first client?
21	A. That is correct.
22	Q. When did Red Stag start to get
23	other clients?
24	A. It was within a year of our
25	formation, I believe. We brought on our first sales
	Page 19

1	rep at the end of 2013, and I don't recall exactly
2	the date that we signed our next client.
3	Q. Do you recall who the initial
4	clients were?
5	A. Yeah, several or I say several.
6	A couple came on very soon together, and I can't
7	remember the order, but one was a company that sold
8	sand-based water filters that were originally
9	designed for to go into third world countries to
L O	provide clean water, and they wanted to take that to
L 3	brand that was that came on fairly early on. We
L 4	had a few others that we signed and maybe began to
L 5	fulfill for, but just didn't end being a great
L6	relationship or partnership, and that was a few of
L 7	the early on clients, if that answers your question.
L8	Q. It does. Thank you. So Red Stag
L9	has grown over the years?
20	A. Yes.
21	Q. And it's expanded its client base?
22	A. Yes.
23	Q. Expanded facilities?
24	A. We have expanded facilities.
25	Q. And expanded staff?
	Page 20

1	A. That's correct.
2	Q. In recent years, did Red Stag begin
3	a new phase of growth?
4	A. We did go through some rapid growth
5	during the Covid pandemic, and some of that was just
6	driven by market conditions, obviously, and we
7	wanted to be able to capitalize on that new growth
8	opportunity, if that answers your question.
9	Q. Sure. Can you tell me a little bit
10	more about what the growth entailed?
11	A. I don't understand the question.
12	Q. All right. Did you hire a kind of
13	raft of new executives and senior level folks during
14	the pandemic?
15	A. I didn't hire a raft of new senior
16	level folks. Again, when I stepped down as the
17	president of Red Stag and a new CEO was hired, that
18	CEO has brought on new staff to create his executive
19	team.
20	Q. When you stepped down, did others
21	step down?
22	A. Not immediately. Again, I didn't
23	step out of the company. I just I opted to not
24	be the president of the company any longer and
25	assumed a new role, and there was some time that
	Page 21

Τ	passed before I separated from the company.
2	Q. Who were the executives at Red Stag
3	before 2021?
4	A. Before 2021? So it was a phased
5	approach as we built our team, as we were growing.
6	So I would say most recently prior to my stepping
7	out of the president role, the team consisted of
8	myself, Chris Molitor, Jake Rheude, Jeanie Kohl, who
9	was over HR. Tony Runyan was over client relations.
10	I have to do this in my head, so I'm sorry. Todd
11	Fulks sat in as general counsel, though he didn't
12	have decision-making authority. He would provide
13	counsel to the leadership team. Coleton Bragg was
14	the CFO, and Kimberly Welton was our controller and
15	sat in on our leadership team meetings.
16	Q. So you said Mr. Fulks was GC but
17	didn't have decision-making authority?
18	A. Within the realm of legal, I guess
19	he would have some, but not in the day-to-day
20	operations of the business.
21	Q. So just going through this list I
22	jotted down, we've got so you were president?
23	A. Correct.
24	Q. What was Chris Molitor's role?
25	A. He was the vice president of
	Page 22

1	business development.
2	Q. And Jake Rheude?
3	A. Vice president of marketing.
4	Q. And you said Jeanie Kohl was HR?
5	A. Jeanie, J-e-a-n-i-e, I believe,
6	K-o-h-l. She was the director of HR, human
7	resources or human resources director.
8	Q. Tony Runyan?
9	A. He was our VP of client relations.
10	Q. You said Mr. Fulks was GC,
11	Mr. Bragg was CFO, and Kimberly Welton was
12	controller?
13	A. Controller.
14	Q. Okay. How many of these people
15	were co-employed by Business Services and Solutions,
16	LLC?
17	A. That would change based on time
18	frame. Do you have a time frame that you're asking?
19	Q. Prior to 2019.
20	A. Prior to 2019? Prior to 2019?
21	Q. Yes.
22	A. Prior to 2019, we were all employed
23	by Business Services and Solutions. Yeah, that's
24	true, I believe.
25	Q. All right. And then that changed
	Page 23

1	in 2019?
2	A. We assigned the at-will employment
3	agreements of the dedicated staff members that were
4	100% dedicated to Red Stag to the employment of Red
5	Stag.
6	Q. I see. And of the people we just
7	listed, which of them were 100% working on Red Stag?
8	A. At what time period?
9	Q. Prior to 2019.
10	A. All of them were pretty much the
11	whole time, including myself, for the exception of
12	Coleton Bragg, who was a fractional CFO
13	Q. Okay.
14	A and Kimberly Welton. Until more
15	recently, she also remained under the employment of
16	Business Services and Solutions, but she later
17	did it was after 2019. She transitioned to being
18	100% Red Stag Fulfillment.
19	Q. So Mr. Bragg, he was a fractional
20	CFO?
21	A. He was a fractional CFO. That's
22	correct.
23	Q. What other companies did he perform
24	services for?
25	A. I don't know the answer to that
	Page 24

1	question.
2	Q. Mr. McCollom, did you attend the
3	annual meetings of Red Stag Fulfillment?
4	A. I did.
5	Q. All right. I'm going to ask the
6	court reporter to mark this as Exhibit 1. I
7	unfortunately don't have copies for all of the
8	lawyers in the room, but we'll manage. For the
9	record, this is Bates stamped RSF 4 and 5.
10	(Exhibit 1 Minutes from Annual Meeting of Red
11	Stag Fulfillment, LLC Held on December 16, 2016)
12	Q. Mr. McCollom, do you recognize this
13	document?
14	A. I've not seen the document itself,
15	but I recognize what it is, which would have been
16	sure.
17	Q. So you were president of Red Stag
18	Fulfillment in 2016?
L9	A. That's correct.
20	Q. But you hadn't seen their annual
21	meeting minutes?
22	A. The actual minutes, they may have
23	been presented after the fact of the meeting, but
24	you asked if I recognized it. I may have misspoken,
25	but I mean, I know what they are.

1	Q. Do you typically review meeting
2	minutes following an annual meeting of a company for
3	which you're an executive?
4	A. I was not in the habit of reviewing
5	the meetings after the meeting.
6	Q. Do you have any reason to suspect
7	that these minutes are not fully accurate?
8	A. I don't have any reason to suspect
9	that, no, other than they're not signed. This is
10	not a signed copy, but assuming that's the original,
11	then I would assume that they're accurate.
12	Q. Then I'll ask the court reporter to
13	mark as Exhibit 2 this document, which is Bates
14	stamped RSF 1 through 3.
15	(Exhibit 2 Minutes from Annual Meeting of Red
16	Stag Fulfillment, LLC Held on December 7, 2020)
17	Q. So could you take a look at this
18	document, Mr. McCollom?
19	A. Sure.
20	Q. Do you recognize this document?
21	A. Again, I recognize what the
22	document is.
23	Q. All right. And what is the
24	document?
25	A. It appears to be minutes from an
	Page 26

1	annual meeting from December 7th, 2020.
2	Q. And were you present at this annual
3	meeting?
4	A. Yes.
5	Q. In what role were you present?
б	A. I was present as the president of
7	Red Stag.
8	Q. Do you have any reason to doubt the
9	accuracy of these minutes?
10	A. I don't have any reason to doubt
11	the accuracy of the minutes.
12	Q. So I'd like to draw your attention
13	to Roman numeral seven on page 2. Have you had a
14	chance to review it?
15	A. I'm reviewing it now. Okay.
16	Q. Does this refresh your recollection
17	as to whether what companies Mr. Bragg performed
18	legal, accounting, or CFO services to?
19	A. Again, it doesn't list any specific
20	companies. It says entities owned by Jordan
21	Mollenhour and Dustin Gross. So it does not I
22	don't know which of those companies he would have
23	performed services for specifically. I do know he
24	serviced other companies that are owned by Jordan
25	and Dustin.

1	Q. Did he provide accounting services
2	for them in their personal capacity?
3	A. It appears that he may have. I
4	don't know what he did for them in a personal
5	capacity.
6	Q. So I'd like to return to this list
7	of you, Chris Molitor, Jake Rheude, Jeanie Kohl,
8	Tony Runyan, Mr. Fulks, Mr. Bragg, and Ms. Welton.
9	Which of those people attended the University of
10	Tennessee in Knoxville?
11	A. I don't know off of memory.
12	Q. Did you attend the University of
13	Tennessee at Knoxville?
14	A. For graduate school.
15	Q. What did you study?
16	A. It was a Master's of business
17	administration and operations management
18	concentrations in operations management and
19	logistics and transportation, dual concentration.
20	Q. Did you, when you were at the
21	University of Tennessee, did you meet anybody who
22	you later encountered in your work at Red Stag?
23	A. When I was at the University of
24	Tennessee, I don't recall encountering anybody that
25	I worked with at Red Stag. I did a lot of business,

1	knew a lot of people around town, and some of those
2	I may have known at the University of Tennessee, but
3	nobody comes to mind specifically. I was a commuter
4	to the university for graduate school, so I
5	interacted mostly with people in my MBA course of
6	study.
7	Q. So how many of that group and
8	again, I'll list it, you, Mr. Molitor, Mr. Rheude,
9	Ms. Kohl, Mr. Runyan, Mr. Fulks, Mr. Bragg, and Ms.
L O	Welton. How many of that group are still working at
L1	Red Stag?
L2	A. I don't to the best of my
L 3	understanding, four, I believe, but I'm not 100%
L4	sure. I know Todd Fulks is still there. I believe
L5	Tony Runyan is still there. I believe Jake Rheude
L6	is still there. I believe that Kimberly Welton is
L7	currently there. It's my understanding she is
L8	beginning to exit the company and she's working out
L9	an exit there, but that's the best of my
20	understanding, and that may or may not still be
21	true.
22	Q. So what is Business Services and
23	Solutions, LLC?
24	A. So Business Services and Solutions,

25

LLC is a -- kind of like the title explains,

1	provides business services to entities that are
2	generally owned by Mollenhour Gross, LLC, and maybe
3	others I don't know the answer to that that
4	included, at times, the payroll, the legal services
5	of some of those companies. So for a period of
6	time, I was employed by Business Services and
7	Solutions as a while I was serving Red Stag
8	Fulfillment as its president, it provided payroll
9	services, legal services, those kinds of things to
10	that company.
11	Q. Just so I understand, when you were
12	president of Red Stag, was Business Services your
13	co-employer or your only employer? I guess I'm
14	wondering
15	A. Is that a legal term?
16	Q. No. I'm honestly just trying to
17	figure out like who issued your W-2, is maybe the
18	easier way to ask.
19	A. So until the at-will employment
20	agreement was assigned to Red Stag, my W-2 came from
21	Business Services and Solutions.
22	Q. Thank you. That's often the
23	easiest way to figure it out.
24	A. Sure.
25	Q. Did they provide any kind of office
	Page 30

1	space or facilities to Red Stag?
2	A. We did like sublease a portion of
3	the office building that they had in our early
4	phases as we were starting up and but not
5	recently.
6	Q. And where was that office building
7	located?
8	A. It was in West Knoxville.
9	Q. Do you remember the address?
10	A. I don't remember the exact address.
11	Q. Can you describe the general
12	vicinity?
13	A. Bearden area.
14	Q. So did they negotiate agreements
15	for staffing on behalf of Red Stag? I'm sorry. Let
16	me rephrase that. Did Business Services and
17	Solutions, LLC negotiate arrangements for staffing
18	of temp workers for Red Stag?
19	A. What do you mean by temp workers?
20	Q. So let's talk about like the
21	Randstad contract.
22	A. They were not involved in that.
23	Again, I was an employee of Business Services and
24	Solutions, and when you say did they as an
25	employee of Business Services and Solutions, 100%

1	assigned to leading Red Stag as its president, I
2	negotiated the contracts with staffing services for
3	our hourly staff such as Randstad.
4	Q. Did you have a Red Stag e-mail
5	address?
6	A. I did.
7	Q. So did you use that when you were
8	conducting business for Red Stag?
9	A. Yeah. I don't know that I ever
10	even had a BSS one at the time or ever, that I know
11	of.
12	Q. I'm going to ask the court reporter
13	to mark this as Exhibit 3.
	Page 32

5	Q. And who is he?
6	A. Craig Meredith was a general
7	counsel that we contracted from Business Services
8	and Solutions as a client of theirs.
9	Q. So
10	A. When I say we, I mean Red Stag
11	Fulfillment contracted legal services from Business
12	Services and Solutions, and Craig Meredith was one
13	of the people that provided those legal services,
14	was probably the only one that I used in 2013 when
15	this was signed.
16	Q. So was this before Red Stag had
17	like a lawyer on staff?
18	A. It is before we had a full-time
19	general counsel employed by Red Stag. This was
20	2013.
21	Q. And what kind of services did
22	Mr. Meredith provide as general counsel?
23	A. He would review contracts similar
24	to this and provide counsel when we were, you know,
25	going through these types of legal negotiations.

1	The financial terms, he did not get involved in, but
2	the just leases, other standard legal practices.
10	Q. So I just want to make sure I
11	understand. So he was using he's a BSS employee?
12	A. That's correct.
13	Q. And also an attorney for Red Stag?
14	A. He was contracted. Red Stag paid
15	for his services on a fractional basis when he was
16	providing services to Red Stag.
17	Q. And who else did he provide
18	services for?
19	A. Again, I don't know everybody, but
20	it would likely be other companies owned by
21	Mollenhour Gross, related companies, but I have no
22	personal knowledge of the specifics of what services
23	he provided outside of Red Stag.
24	Q. Did you ever chat with him about
25	anything that wasn't a contract?
	Page 34

1	A. About personal things or
2	Q. Other work he was doing.
3	A. Not for other companies.
4	Q. He didn't ever mention that he had
5	to go to a meeting at another company or anything
6	like that?
7	A. I mean, again, he worked for
8	Business Services and Solutions. His office was not
9	in our warehouses, and so he didn't advise me of
10	other meetings that he had with other companies.
11	Q. You can just keep them in the pile
12	there.
13	A. Oh, yeah.
14	Q. I do apologize. I realize, in the
15	last two minutes, I've said Business Services and
16	Solutions, Business Services, and BSS. I'll try to
17	pick one and be consistent.
18	A. That's fine.
19	Q. Do you have a preference amongst
20	those?
21	A. I don't have a preference. You can
22	choose.
23	Q. So did BSS also so did you also
24	negotiate an agreement on Red Stag's behalf for
25	staffing services from WorkSource?

1	A. I personally didn't, but somebody
2	on the Red Stag team would have negotiated the
3	financial arrangement, and then the legal would have
4	likely reviewed by what was the time frame? We
5	used a number of staffing companies over the years,
6	up to six at certain times. So WorkSource is one of
7	those.
8	Q. Gotcha.
9	A. Likely, that would have been
10	negotiated by somebody that was I don't know who
11	negotiated that particular agreement. If you give
12	me a time frame, I might be able to
13	Q. Yeah. So I'll ask the court
14	reporter to mark this as Exhibit 4. It's RSF 772 to
15	782.
	Page 36

Q. At that point in 2016, who was
negotiating contracts on behalf of Red Stag?
A. This would have been likely a
gentleman named Brad West, but that's speculative
this point.
Q. I understand.
A. He helped he was our he had
multiple roles over the years, so I'm trying to
place when this would have been. He started out a
our president of outbound shipping at Red Stag, an
then he had a background in some staffing stuff, s
he helped negotiate some of these agreements.
Q. And you said you signed this
agreement?
A. Sure. I would have reviewed it a
then signed it.
Page 37

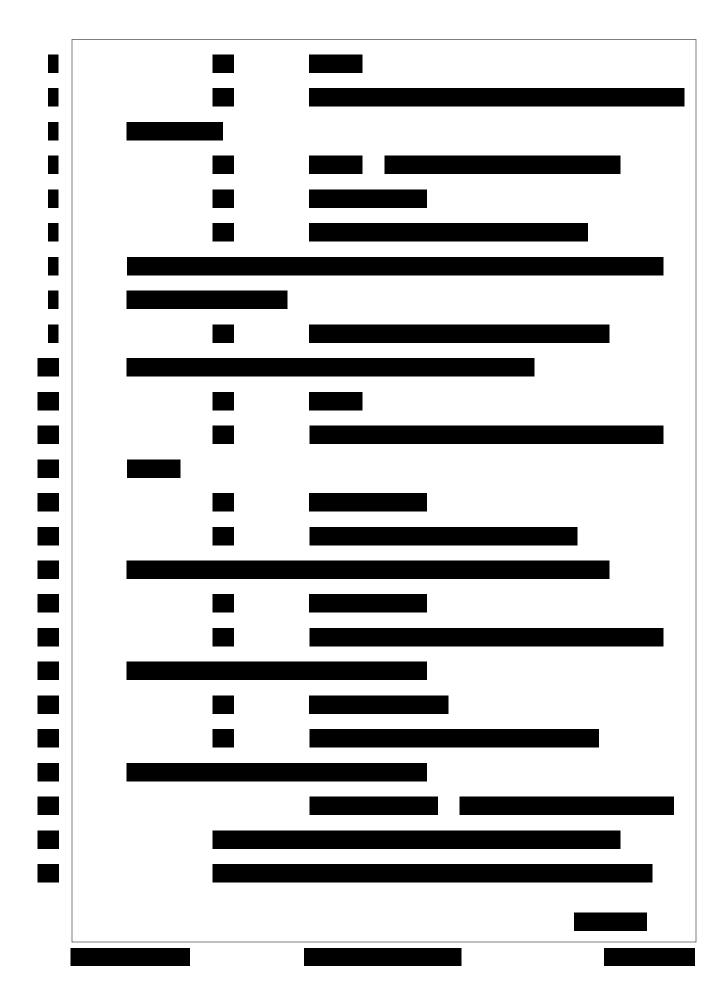
1	Q. Did you sign it on Red Stag's
2	behalf?
3	A. I did. It appears so, yes. It's a
4	contract for Red Stag, so that's who I would have
5	signed it for.
11	A. For legal considerations, the term
12	and termination section and notice of termination.
13	So that was for legal communications.
14	Q. So in 2016, did you have any
15	attorneys on staff?
16	A. We did not.
17	Q. Okay. So were you still relying on
18	Business Services and Solutions to provide legal
19	services?
20	A. We contracted them to provide
21	general legal services. We also had other outside
22	attorneys that we would use from time to time, but
23	for like general contract work, that is who we would
24	use.
25	Q. And just so I understand, the
	Page 38

1	outside attorneys would be lawyers at firms?
2	A. Yeah. I mean, they were also
3	outside. I'm talking about outside the purview of
4	what we've been discussing, outside of BSS.
5	Q. I see. How much did Red Stag pay
6	BSS on an annual basis the last time you were in the
7	company?
8	A. I don't know that number off the
9	top of my head. I don't know how much we paid any
10	of our vendors off the top of my head precisely,
11	including Randstad or anybody else.
12	Q. Does BSS have a CEO?
13	A. I assume they do now. Are you
14	asking if I
15	Q. The last time you were employed by
16	them?
17	A. I don't I'm sure they have a CEO
18	or maybe a co-CEO or somebody. I don't know who it
19	was when I stepped down from that position
20	precisely.
21	Q. Do you know who it was when you
22	were hired?
23	A. When I was hired, it was, I
24	believe, Jordan Mollenhour and Dustin Gross were
25	co-CEOs of Business Services and Solutions.

1	Q. Do you have any reason to believe
2	that might have changed?
3	A. No specific reason.
4	Q. Who is the general counsel of BSS?
5	A. I believe Craig Meredith was the
6	general counsel for BSS.
7	Q. So were you hired to be a BSS
8	employee in May of 2013?
9	A. That's correct.
10	Q. And you were hired to be a special
11	projects manager?
12	A. That was the title initially for
13	BSS, yes.
14	Q. So when you were president of Red
15	Stag, you were not an employee of Red Stag?
16	A. Until 2019, that's true.
17	Q. Thank you for that correction. As
18	a special projects manager, you undertook projects
19	for BSS and its clients?
20	A. So the first project I was ever
21	assigned by BSS or assigned to was as the president
22	of Red Stag Fulfillment, and I never ended up being
23	assigned to any other projects. Red Stag
24	Fulfillment was starting up and they needed somebody
25	to lead that company, and so that's what I was

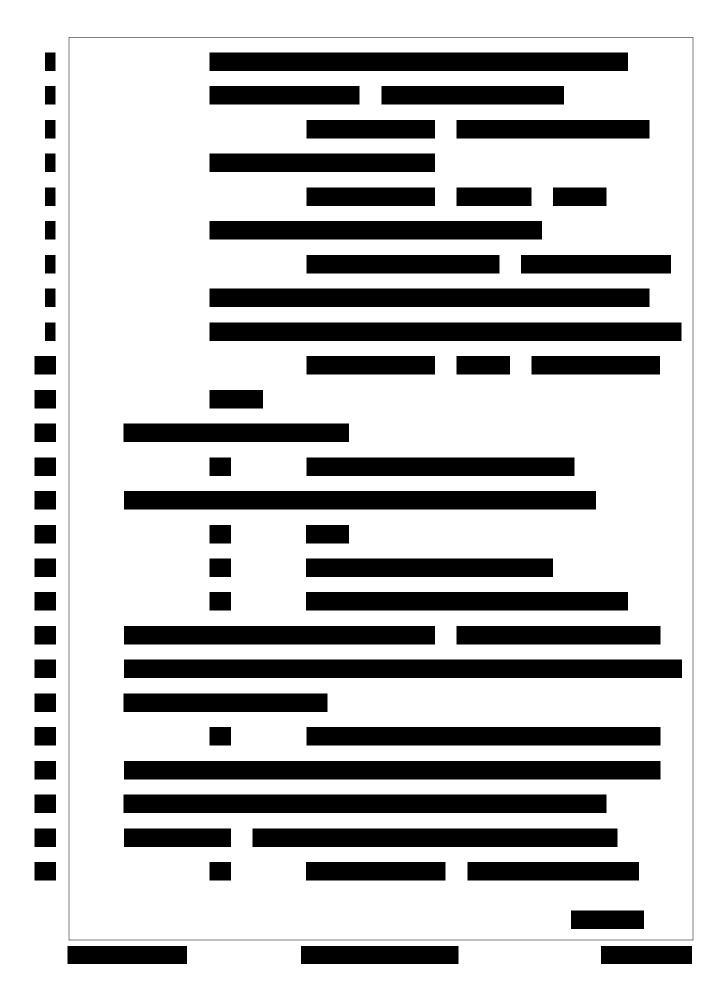
1	assigned to, and then that continued on. So as an
2	employee of BSS, that was the only project that I
3	was ever assigned to.
4	Q. Who were some of the other clients
5	of BSS?
6	A. I don't have specific BSS
7	agreements that I'm personally that I've ever
8	seen, so I don't know exactly, but would you are
9	you asking me to speculate on who those clients
10	would be?
11	Q. I'm asking if, in the course of
12	your six years of as a BSS employee, if you learned
13	who some of their other clients were.
14	A. Again, I believe LuckyGunner would
15	have been a client of BSS as well.
16	Q. Anybody else?
17	A. I mean, over time, I really don't
18	know who else might have been at that time or since
19	then. They have some real estate companies, or I
20	know of at least one real estate company that BSS
21	likely provided some at least accounting services
22	for.
23	Q. Did you sign a non-compete
24	agreement when you went to work for BSS?
25	A. I did.

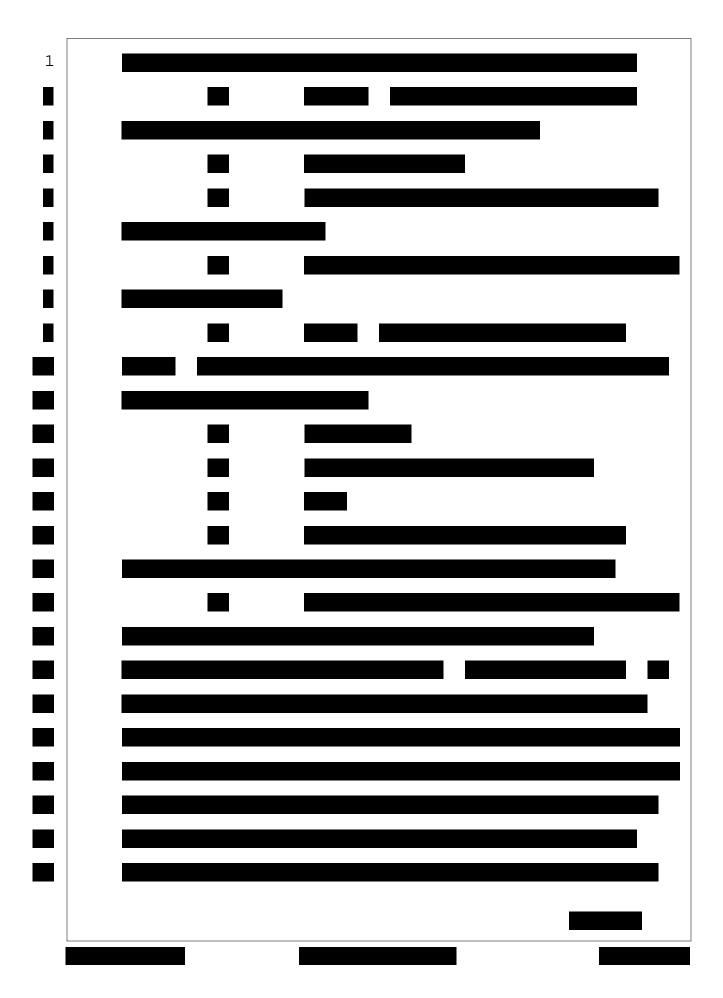
1	Q. Do you recall the terms of that
2	non-compete?
3	A. Not specifically, but I recall
4	there being a non-compete.
5	Q. Do you recall that you signed a
6	non-compete agreement that you couldn't work for an
7	online seller of ammunition?
8	A. That's potentially in there, as
9	that was a client of BSS at the time. If you have
10	that, I'll be happy to look at it for you.
11	Q. I'm bringing it right up.
12	Actually, I'm not, Krystan is. I can't take credit
13	for it.
14	MR. LOTHSON: You all must have
15	checked some bags with all of these exhibits
16	here.
17	MS. THOMAS-JENSEN: You know, we
18	managed not to, which I take to be a
19	testament to our skill. If we could mark
20	this as Exhibit 5. It is RSF 712 to 21. We
21	will be recycling every non-confidential
22	document before we leave.
	Page 42



20	Q. And did you receive any other money
21	from any company controlled by Mollenhour Gross?
22	A. I'm trying to recall if I ever did.
23	I don't believe I would ever have been, that I
24	recall. Everything would likely have been paid
25	through Business Services and Solutions.
	Page 44

1	Q. And you only did work for Red Stag
2	Fulfillment in your role at BSS?
3	A. I only did work directly for Red
4	Stag Fulfillment as its president under my agreement
5	with Business Services and Solutions. We performed
6	services for other companies as a fulfillment
7	operator, but that's all.
8	Q. In this contract, you were asked to
9	read books. What books were you asked to read?
10	A. It was just it was to our
11	discretion which books to read, so business books.
12	It was just a developmental component of the
13	agreement, employee development.
14	Q. I see. When did your salary
15	change?
16	A. I negotiated a change in salary
17	I don't remember the date. I really don't remember
18	the date.
19	Q. All right. This is going to be
20	Exhibit 6. It is 736 to 737.
	Page 45





9	Q. Understood. So when Red Stag
10	entered into an agreement with BSS for BSS to
11	provide management services to Red Stag
12	A. Yes.
13	Q you were an employee of BSS,
14	correct?
15	A. While we were in that service
16	agreement, that is correct, yes.
17	Q. But you signed for Red Stag?
18	A. I signed as the officer to
19	represent the interest of Red Stag in that
20	agreement, that's correct.
21	Q. So you were a BSS employee signing
22	an agreement with BSS?
23	A. Say that again.
24	Q. So you were a BSS employee signing
25	for Red Stag in its agreement with BSS?
	Page 48

1	A. That is correct, yes.
2	Q. Has BSS ever shared an address with
3	LuckyGunner?
4	A. I believe they did, yes. They
5	shared an office. To be clear, BSS had office
6	space my understanding is BSS had office space,
7	and similar to how we contracted labor and other
8	things, it's my understanding that LuckyGunner
9	subleased some space in the same address.
LO	Q. Did you know Dustin Gross before
L1	you were hired by BSS?
L2	A. Not before I didn't know him in
L3	a personal capacity. I met him I did consulting
L 4	work just prior to becoming employed. Your question
L5	was about being employed with BSS. So I did do some
L6	consulting work for BSS on another project before
L7	being employed by them to become the president of
L8	Red Stag. I met him through the process of coming
L9	under that like professional relationship, but I did
20	not know him prior to that.
21	Q. What was the consulting work that
22	you did for BSS?
23	A. It was related to another business
24	that they were wanting to launch. It was related to
25	iron doors for residential properties, so the
	Page 49

Τ	sale the online sale of fron doors.
2	Q. I imagine those would be difficult
3	to ship.
4	A. That was why they hired me to try
5	to figure out if it was even feasible, so the
6	contract work that I did was just to kind of
7	understand the operational side of that business for
8	them and whether or not it was feasible. There were
9	other companies around the country that were doing
LO	it, so I did a research project for them.
L1	Q. Why would one need an iron door?
L2	A. I mean, why does one need any door?
L3	Q. Security.
L 4	A. Yeah, security, decor. They're
L5	decorative. They're a high end piece that somebody
L6	can add to their home like any other decorative and
L7	secure piece.
L8	Q. How long were you consulting for
L9	BSS?
20	A. I don't recall the length of that
21	project exactly. It was I'm speculating, but it
22	would be a couple of probably a couple of month
23	project.
24	Q. Less than a year?
25	A. It was less than a year that I did
	Page 50

Τ	the consulting work.
2	Q. Where did you work before that
3	time?
4	A. I was a consultant for other
5	companies. For about nine and a half years, I had
6	my own company called Collom Corporation, and it was
7	essentially myself. As a consultant, I was
8	subcontracted by other consulting firms that did
9	work for companies around the U.S. and other
10	internationally as well.
11	Q. Did you ever work for any
12	Mollenhour Gross related companies in your work at
13	Collom Corp?
14	A. Technically that iron door I say
15	technically. I mean, I was a consultant, so that
16	iron doors project was under the Collom Corp.
17	Q. I see. So you first met Dustin
18	Gross when you worked as a consultant on the iron
19	door project?
20	A. Through the process of becoming a
21	consultant on the iron doors project.
22	Q. Did you know Jordan Mollenhour
23	before you were
24	A. Same process.
25	Q. Okay.
	Page 51

1	A. I'm sorry. I didn't mean to
2	interrupt you.
3	Q. I was going to say retained by BSS
4	to include both consulting and hiring. So did you
5	know Jordan Mollenhour before you were retained by
6	BSS?
7	A. What do you mean by the word
8	retained?
9	MR. LOTHSON: I'm sorry. Object to
10	the form, a bit confusing there.
11	Q. Before you became a consultant at
12	BSS, did you know Jordan Mollenhour?
13	A. I did not.
14	Q. Did you know
15	A. Again, just through the process of
16	becoming the I knew him prior to signing the
17	consulting agreement, but only in the process of
18	doing that.
19	Q. Understood. What about and I'm
20	going to mess up the pronunciation of this name,
21	Jake Felde. Did you know him before coming to BSS?
22	A. Just through that same process.
23	No, I met him just in while visiting the shared
24	office space.
25	Q. And who is he?

1	A. Jake Felde is now the CEO of
2	LuckyGunner. At the time, he was not. He was, I
3	believe he had an operations role with
4	LuckyGunner at the time that I met him.
5	Q. And how did BSS come to did they
6	recruit you to do the iron door project?
7	A. No. I was looking for local
8	businesses. I had become married. My wife was
9	expecting our first child and I was traveling. All
LO	of my clients at the time were not within Knoxville.
L1	I was traveling Monday through Friday, multiple
L2	weeks per year, up to 40 weeks per year some years,
L3	and that was becoming strenuous, so I was actively
L4	pursuing local engagements and opportunities.
L5	Q. So could you tell me how the
L6	process went to retain you as a consultant?
L7	Describe what the hiring process was.
L8	A. Sure. So I had been both just
L9	doing general networking, outreach, submitting some
20	applications. I had submitted an application for
21	just a you-tell-us-what-you-want-to-do job for
22	LuckyGunner. It was determined I was not a good fit
23	for the LuckyGunner team. They didn't have a role
24	for me, and that was kind of the end of it, and then
) 5	not long after probably a gouple of weeks maybe a

1	week or so after that conversation and it was
2	determined, I was contacted to see if I would be
3	interested in performing some consulting work for
4	them since I was already doing consulting work for
5	other companies.
6	Q. When you applied for the job at
7	LuckyGunner, who interviewed you?
8	A. Jordan Mollenhour, Dustin Gross,
9	and Jake Felde.
10	Q. All right. And when you were hired
11	to be an employee of BSS
12	A. Say that again.
13	Q. Okay. So when you were hired to be
14	an employee, rather than a consultant
15	A. Yes.
16	Q can you describe to me what that
17	process was like?
18	A. So the project completed. They had
19	made a determination they were going to pursue the
20	iron door business. They had already identified a
21	business leader for that business, so I had handed
22	off the project and that was the end of it as far as
23	I was concerned, and then I was recruited. Dustin
24	called me and said that they were impressed with the
25	work that I had done for the LuckyGunner project,

1	advised me they were starting another company called
2	Red Stag Fulfillment.
3	MR. LOTHSON: Hold on one second.
4	You said was it the iron door project?
5	A. The iron door project had
6	completed. I did kind of a final presentation and
7	handoff of the results of all of the research. They
8	thanked me. I had met with the business leader of
9	the iron door business outside of that meeting just
10	to kind of solidify, make sure if he had any

end of that project, and I was still doing consulting services for other companies, again, none of them local. Dustin reached out to me upon completion of that -- some time had passed, not much time -- and said that they were starting a company called Red Stag Fulfillment to provide e-commerce fulfillment solutions, that they had brought on somebody they thought would be a good fit as the leader for that company and that they determined

questions or anything, and like I said, that was the

Page 55

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2.5

that he wasn't going to be the leader that they

wanted and asked if I would consider coming on to

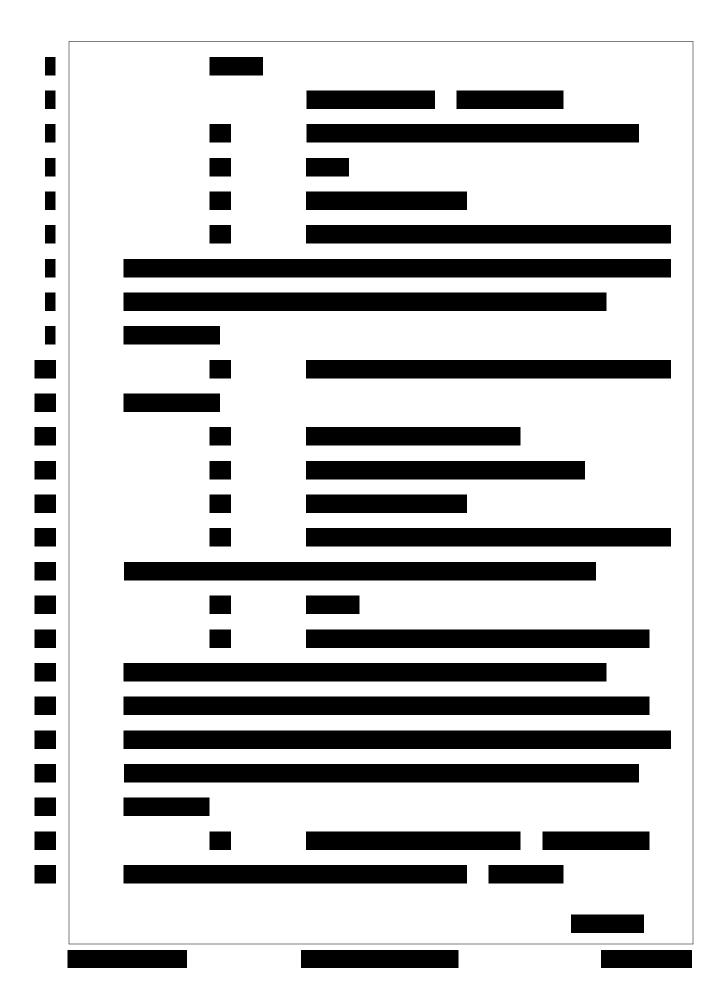
help, or not to help, but to lead the startup of Red

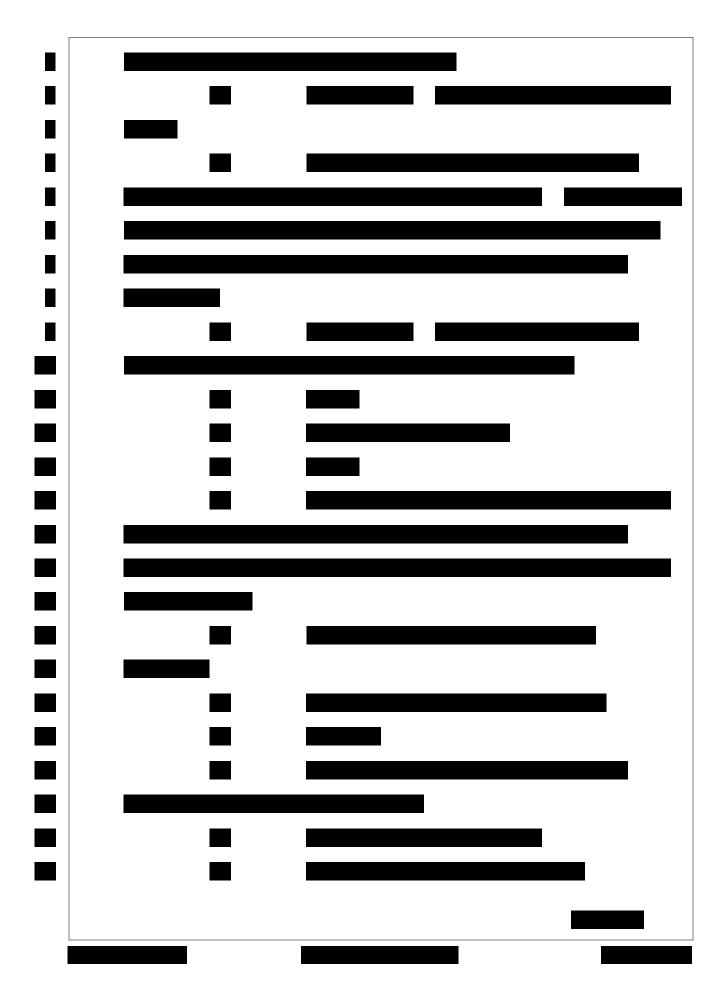
Stag Fulfillment, and that was -- I prayed about it.

My wife and I talked about it a lot, because that's

1	a big decision, and ultimately we clearly decided
2	that that was what was best for our family. So I
3	agreed to lead Red Stag for them as the owners of
4	Red Stag through that process.
5	Q. And what were you told about Red
6	Stag's relationship to Mollenhour Gross?
7	A. Just that it was a wholly owned
8	subsidiary of Mollenhour Gross, was my
9	understanding.
LO	Q. And what were you told of
L1	Mollenhour Gross' oversight of Red Stag?
L2	A. Oversight of Red Stag?
L3	Q. Uh-huh.
L4	A. It was its only shareholder, so it
L5	was the Mollenhour Gross was the owner of Red
L6	Stag.
L7	Q. And what were you told during the
L8	hiring process about Red Stag's relationship with
L9	LuckyGunner?
20	A. That LuckyGunner was an e-commerce
21	company that was had been using and was, at the
22	time, still currently using another third-party
23	fulfillment company. I believe it was in Atlanta at
24	the time, and that they weren't happy and so they
25	Jordan and Dustin, as entrepreneurs, wanted to,

```
1
        again, provide a better solution to the market and
 2
        that LuckyGunner was interested in becoming a client
        of that company.
 3
                     I think -- let's see what time it
 4
                Q.
             Let's take a break. We've been going for an
6
        hour.
7
                         MS. THOMAS-JENSEN: Is that all
                right with everyone?
8
9
                          MR. LOTHSON: Fine by me.
10
                         MS. THOMAS-JENSEN: Are we off the
11
                record?
12
                          THE COURT REPORTER: We're off the
13
                record.
                          (A break was held.)
14
15
        BY MS. THOMAS-JENSEN:
16
                Ο.
                         Did you hire Chris Molitor?
17
                Α.
                         Yes.
18
                          So did you negotiate the terms of
                Q.
19
        his employment with him?
20
                         Yes, I would have.
                Α.
21
                Ο.
                         All right. I'm going to ask the
22
        court reporter to mark this as Exhibit 7. This is
23
        RFS 785 to 786.
```





Q. What are the other types of clients
you might have had that weren't third-party clients?
A. Again, every client was a
third-party client.
Q. Okay.
A. LuckyGunner was a third-party
client, everybody. That's what we do. We were a
third-party logistics provider. Often we referred
to ourselves as a 3PL for that reason. That's the
industry.
Q. Has Red Stag ever shared a mailing
or physical address with LuckyGunner?
A. Again, we subcontracted an office
space in the same building where BSS we
subcontracted from BSS, and I believe LuckyGunner
also subcontracted space in that same building. It
was for a very short well, it was for a short
Page 60

1	period during our startup.
2	Q. How short a period?
3	A. I don't recall when it ended.
4	That's why I amended my comment. "Very" is a
5	relative term, I suppose.
6	Q. Less than a year?
7	A. It was more a year.
8	Q. More than a year. More than two
9	years?
10	A. Again, I really don't recall. I
11	would be speculating.
12	Q. Sure.
13	A. Not recently at all.
14	Q. Did you ever did Red Stag ever
15	share a post office box in New York City with
16	LuckyGunner?
17	A. I don't believe we ever shared one,
18	the same post office box in New York City with
19	LuckyGunner, but I don't that doesn't make any
20	sense why we would have, unless there was a mistake
21	or something. There was a third-party mail handling
22	company that's what they do that I found out
23	about through because some of the other companies
24	were using it, and I decided to open a mailbox
25	through the same company in another place. It was

1	just a place to collect mail. They would scan the
2	mail. It was a convenient way of getting mail.
3	Q. When you say some of the other
4	companies were using
5	A. Companies that were owned by
6	Mollenhour Gross.
7	Q. Such as?
8	A. Mollenhour Gross and BSS are two
9	that I knew of. It may have been
10	Q. I'm going to ask that this be
11	marked Exhibit 8.
12	(Exhibit 8 Secretary of State Documents for Red
13	Stag Fulfillment)
14	MS. THOMAS-JENSEN: Here you are,
15	Andy.
16	MR. LOTHSON: Thank you.
17	Q. Do you recognize this?
18	A. What am I looking at? I don't
19	initially yeah, what am I looking at? Okay. So
20	if I flip the page, yeah, it looks like the
21	formation documents probably.
22	Q. Uh-huh. Do you recognize page 3 of
23	this packet?
24	A. Yes.
25	Q. What is page 3?
	Page 62

1	A. Well, I recognize my signature. I
2	can read page 3. I don't really recognize it by
3	first sight.
4	Q. All right.
5	A. But I mean
6	Q. Is this a document you signed?
7	A. Yeah, yeah. It looks like
8	something I reviewed back in 2013 and signed.
9	Q. Okay. And what is it?
10	A. It's an Application for Certificate
11	of Authority, Limited Liability Company.
12	Q. Now, I'm going to ask, again, the
13	court reporter to mark this as Exhibit 9.
14	(Exhibit 9 Secretary of State Documents for
15	LuckyGunner)
16	Q. So looking at Exhibit 8, page 3,
17	what's the
18	A. Exhibit 8, page 3?
19	Q. Yes. What is the post office box
20	that is listed for Red Stag Fulfillment?
21	A. It was do you want me to read
22	it?
23	Q. Uh-huh, yes. Thank you.
24	A. P.O. Box 4668, 4560, number 46
25	5605. Do you want me to start again or are we okay?

1	I'll start again. So it's a very they're long
2	numbers because it is a third-party service and this
3	is just how they track their clients. So P.O. Box
4	4668, number 45605, New York, New York, 10163.
5	Q. And is this the third-party service
6	you were referring to that collects mail and scans
7	and handles it?
8	A. I believe that's what that is,
9	yeah.
LO	Q. Now, I would like to point your
L1	attention to, let's see, page 13 of the and I
L2	realize that's like not very helpful because these
L3	aren't numbered.
L4	A. Yeah.
L 5	Q. But what I would like you to do
L6	A. One, two go ahead.
L7	Q. Does this appear to be a corporate
L8	filing for LuckyGunner, LLC?
L9	A. It's a multi-document packet that
20	you handed me. I don't recognize this, but let me
21	read it.
22	MR. LOTHSON: Yeah, I'm having
23	trouble figuring out where we're at here.
24	MS. THOMAS-JENSEN: Yeah. I'm
25	realizing you know, what I might do, with

1	everyone's consent, just for ease, is
2	actually just mark only a couple of pages,
3	like re-mark a couple of pages of these as
4	Exhibit 8, because it's a big packet. Would
5	that be okay with you, Andy, just to
6	MR. LOTHSON: Well, it's your
7	deposition and you create the exhibits.
8	MS. THOMAS-JENSEN: I just want to
9	make sure it's fine with you.
10	MR. LOTHSON: I'll object for the
11	record, but you can proceed.
12	MS. THOMAS-JENSEN: All right.
13	Well, then let's keep going with this as
14	Exhibit 8.
15	THE WITNESS: What are we doing?
16	Exhibit 8.
17	MS. THOMAS-JENSEN: Yeah, let's
18	look at Exhibit 8.
19	THE WITNESS: Okay.
20	BY MS. THOMAS-JENSEN:
21	Q. Does this appear to be corporate
22	filings made by LuckyGunner, LLC?
23	A. Exhibit 8 or Exhibit 9?
24	Q. I'm sorry. Exhibit 9. I'm so
25	sorry.
	Page 65
	1490 03

1	A. So Exhibit 9, the first section
2	appears to be that. I haven't looked at the entire
3	packet.
4	Q. When you get to it will be page
5	13 of the packet, Tennessee Limited Liability
6	Company Annual Report Form. That's the one.
7	A. This is it?
8	Q. Yeah.
9	A. Okay.
10	Q. So my first question for you is,
11	are you familiar with corporate filing requirements
12	like a Tennessee Limited Liability Company Annual
13	Report Form?
14	A. I am familiar that there are annual
15	reporting requirements.
16	Q. All right. And do you see on this
17	page that it refers that there's a New York City
18	P.O. box number listed for LuckyGunner?
19	A. I do.
20	Q. And does it appear to you to be the
21	same as the one that's listed on the Red Stag
22	Fulfillment Application for Certificate of Authority
23	that you signed in 2013?
24	A. Yeah, it does appear to be the
25	same.

1	Q. Do you have any explanation for why
2	that might be the same?
3	A. I'd be speculating a little just
4	because of memory, but we did contract also some
5	mail handling and some things like that to BSS. It
6	is possible that this was actually a BSS P.O. box
7	and that it got transferred to Red Stag for use for
8	a short period during our startup phase as a service
9	provider to Red Stag. That was something that's
10	quite possible, but I don't know for sure.
11	Q. Thank you. When you were president
12	of Red Stag, who did Red Stag bank with?
13	A. We banked with Pinnacle Financial
14	Partners.
15	Q. And how did Red Stag come to bank
16	with Pinnacle?
17	A. That was a decision that had been
18	made prior to my becoming president of the company,
19	but I reviewed it. We used them mostly for checking
20	services, so they had good customer service and I
21	liked them, so we continued to use them.
22	Q. Do you know if Dustin Gross and
23	Jordan Mollenhour have an ongoing relationship with
24	Pinnacle?
25	A. I believe they have bank accounts
	Page 67

Τ	at Pinnacle.
2	Q. Do you know if BSS also banked with
3	Pinnacle?
4	A. I don't know that. I do know they
5	had relationships or, as you call it, relationships
6	or accounts with other banks as well, just in
7	conversation. So I don't know who BSS would have
8	banked with.
9	Q. If you had thought you could
10	would you have had the power to switch banks to
11	another bank if you wanted to?
12	A. I believe I would have, yes. I had
13	the authority to do so.
14	Q. And when you left Red Stag, who
15	were the signors on the Pinnacle accounts?
16	A. I was a signor on the Pinnacle
17	account, and I believe Dustin was a signor on the
18	account, Dustin Gross, but that's all I know of
19	right off the top of my head. We had discussed
20	making Coleton, as our CFO, a signor on the account,
21	but I don't know I can't recall if we made that
22	decision for just division of authority's sake
23	within the company.
24	MR. LOTHSON: You can close those.
25	THE WITNESS: Close them, okay.

MS. THOMAS-JENSEN: So are we I
think we're at Exhibit 10. Let me ask the
court reporter to mark these as Exhibit 10.
There you are, Andy.
MR. LOTHSON: Thank you.
(Exhibit 10 Red Stag Fulfillment, LLC's
Objections and Answers to Plaintiffs' First Set of
Interrogatories Subject to and Without Waiving its
Previously Filed Special Appearance)
Q. Are you familiar with this
document?
A. Yes, I've seen this document, yes.
Q. All right. What is it?
A. It's our Objections and Answers to
Plaintiffs' First Set of Interrogatories Subject to
and Without Waiving its Previous Filed Special
Appearance.
Q. That's quite a title. Could I ask
you to turn to page 9?
A. Okay.
Q. And do you recall providing
information to respond to these interrogatories?
A. I do.
Q. And you assisted counsel in
preparing these responses?

1	A. That's correct.
2	Q. All right. So now I'd like to turn
3	your attention to the next page, to page 10.
4	A. Okay.
5	Q. Can you refresh your recollection
6	by reading Interrogatory No. 5 and the answer
7	thereto?
8	A. Okay.
9	Q. So could you tell me, having
10	refreshed your recollection, who were the signors on
11	the Pinnacle accounts when you were president of the
12	company?
13	A. I was definitely a signor on the
14	account. It's been awhile since I worked there, so
15	this is all of this is from memory, but I do know
16	I was the primary signor of the account.
17	Q. Was Jordan Mollenhour a signor on
18	the account?
19	A. Again, I haven't I don't recall
20	if he was or not.
21	Q. Okay. All right. Did you you
22	did say you thought Dustin Gross was and Coleton
23	Bragg may have been?
24	A. We had discussed it at one time,
25	but I don't recall if I don't recall ever making
	Page 70

1	the final determination. I think it was just we
2	discussed it for the convenience sake of being able
3	to pay ongoing recurring expenses without having me
4	to have to get involved in every single one, but I
5	don't recall if we did or did not ever make that
6	change.
7	Q. That was for Mr. Bragg?
8	A. That was for Mr. Bragg, yes.
9	Q. What about for Mr. Gross? Was
10	he
11	A. Again, I don't recall. I was
12	speculating earlier and I shouldn't have.
13	Q. Not to worry. So Red Stag shares
14	lawyers with BSS?
15	MR. LOTHSON: Objection to form,
16	misstates prior testimony.
17	Q. Is that right?
18	A. We contracted lawyers that were
19	employed by BSS to perform legal duties for Red
20	Stag.
21	Q. Were there ever any lawyers on
22	staff at Red Stag during your time as president?
23	A. Yes.
24	Q. Who were those lawyers?
25	A. Todd Fulks.

1	Q. Todd Fulks. And who did you
2	contract with BSS for legal services? Who were
3	those lawyers?
4	A. It changed over time. I mean,
5	just Craig Meredith had performed some legal
6	responsibilities or legal duties or legal services,
7	however you want to state it, and Ryan Connor had
8	performed some legal services.
9	Q. Is Coleton Bragg also an attorney?
10	A. Yeah, I guess he was. He didn't
11	practice, but he was he didn't perform you
12	asked who performed legal duties, I thought, but he
13	did not perform any legal duties, from my
14	understanding. It was all financial. I don't know
15	where that line crosses. Sometimes it's blurry in
16	that sense, but
17	Q. Not to worry, but Craig Meredith
18	and Ryan Connor were the two who you contracted with
19	BSS
20	A. Specifically for legal I'm
21	sorry. I spoke over you, from BSS for legal
22	services.
23	Q. And were there other attorneys at
24	BSS that you could have contracted to have them
25	provide services?

1	A. At BSS?
2	Q. Yes.
3	A. I don't think they had any others,
4	but we did contract from other firms also.
5	Q. What other firms did you contract
6	with?
7	A. Again, firm names are long and
8	convoluted. I mean, Andy, for example, and his firm
9	for this particular situation. We used some local
10	firms. I know the names of the attorneys probably
11	better, but I'm trying to remember
12	MR. LOTHSON: Just out of an
13	abundance of caution, I'll object to
14	disclosing any privileged information or
15	your communications with outside law firms.
16	I don't think that's what she's really
17	getting at.
18	THE WITNESS: No.
19	Q. Just the names would be great.
20	A. It was typically and again, I
21	haven't worked there for over eight months and I
22	don't recall the names of those attorneys and firms
23	specifically. I can
24	MR. LOTHSON: Don't speculate.
25	A. The services could have been I'd
	Page 73

1	rather not speculate or
2	sure we have Red Sta
3	those other attorneys.
4	Q. But yo
5	of the names of outside
6	A. This is
7	I'm really terrible with
8	that we contracted to.
9	trying to remember's Ol
10	again, you're asking me
11	recall exactly. We
12	contracted for, we brough
13	things just around like
14	those kinds of things.
15	DOT and other things.
16	private you know, if
17	that may have restriction
18	shipped. Like we had a
19	that we brought in had :
20	shipped. If it was DOT
21	sometimes we would veri
22	given by our clients.
23	Q. So wit

recall incorrectly, but I'm g would have a record of

u don't have any recollection counsel?

s just a weakness of mine. They were attorneys h names. There was Oliver -- I'm iver's last name. Anyway, for something that I don't some of the services that we ght in people to look at shipping compliance, review, We had to deal a lot with We talked about like we were evaluating products ons on how they could be erosols. Like any aerosols restrictions on how to be specifically related, fy the information we were

h respect to Mr. Meredith and Mr. Connor, did you -- when you contracted with BSS for their services, did you have any ability to

Page 74

2.4

2.5

1	choose whether you worked which one you worked
2	with?
3	A. Based on availability, I could
4	request one specifically, but like most attorneys,
5	they may be busy on other things, and so sometimes
6	it was just determination of how quickly I needed
7	something reviewed or evaluated, but it was it
8	would vary based on that.
9	Q. Did you sign separate retainers
10	with those attorneys?
11	A. With the attorneys themselves?
12	Q. Uh-huh.
13	A. We had a services agreement with
14	BSS. I don't recall whether we did or didn't sign
15	specific agreements with the attorneys themselves.
16	Q. So every year Red Stag has an
17	annual meeting?
18	A. Correct.
19	Q. And there's one member of Red Stag,
20	or there was when you were president?
21	A. When I was president, there was one
22	member.
23	Q. And that's Mollenhour Gross, LLC?
24	A. That's correct.
25	Q. And at this annual meeting, did the
	Page 75

1	member have to vote about whether to waive conflicts
2	of interest for lawyers?
3	A. I believe there was a waiver of
4	conflict of interest. To the best that I can
5	recollect, that's part of the
6	Q. And that was because those lawyers
7	were providing services not just to Red Stag, but to
8	other entities controlled by Mollenhour Gross?
9	MR. LOTHSON: Objection. I think
LO	that may misstate the prior testimony.
L1	A. It's because they represented
L2	both in our annual meeting, it didn't have
L3	anything to do with the other companies that were
L4	affiliated to Mollenhour Gross. It had to do with
L5	the conflict between Mollenhour Gross and Red Stag
L6	Fulfillment specifically, is my understanding.
L7	Q. If I could draw your attention
L8	to let's go with Exhibit 2, Exhibit 2, which is
L9	the 2020 annual meeting minutes.
20	A. Okay.
21	Q. It's already in your
22	A. Sure. Oh, is this what I'm looking
23	at?
24	Q. It's somewhere in that pile.
25	A. Is that 8, probably, or what is it?
	Page 76

1	Q. Exhibit 2.
2	A. Exhibit 2. I should have kept them
3	in order. There we go.
4	Q. Take your time.
5	A. All right.
6	Q. So could you take a look at page 2
7	of these minutes?
8	A. Okay.
9	Q. At this annual meeting when there
10	was a waiver of these conflicts of interest for
11	Mr. Meredith and Mr. Connor
12	A. Uh-huh.
13	Q was it because they worked for
14	other entities controlled or owned by Mr. Mollenhour
15	and Mr. Gross at the same time that they were
16	working for Red Stag?
17	A. So again, this is some legalese
18	that I'm probably not the most familiar with in
19	terms of what this because the annual meeting was
20	for you know, I was there as the president of Red
21	Stag, but the members were and the conflict of
22	interest waiver, are you asking me which section
23	are we looking at specifically?
24	Q. Section 7.
25	A. Section 7.

1	MR. LOTHSON: For the record,
2	object to form, calls for a legal
3	conclusion.
4	MS. THOMAS-JENSEN: No speaking
5	objections in Texas, Mr. Lothson.
6	A. Again, I had already stated that
7	this is some legalese that I'm not super familiar
8	with, but the again, the vote was between the
9	members and the waiver was about the members, so it
10	didn't really relate to me specifically in that
11	meeting that you're referring to, and so frankly, it
12	was proposed by Ryan for the members to vote on or
13	the member to vote on and they did, so maybe I don't
14	really understand your question.
15	Q. Sure. So let's move on. Who is
16	Keith Jackson?
17	A. Keith Jackson was the I don't
18	remember his exact title, but it was related to tax
19	services within BSS.
20	Q. So he provided tax or accounting
21	services?
22	A. It was predominantly around tax, so
23	like tax research, compliance, tax compliance. It
24	was important to us to be compliant on everything,
25	so they specifically brought Keith in to BSS to
	Page 78

1	provide contracted tax services, you know, tax
2	advisory services and compliance services as needed
3	like any other fractional service provider within
4	BSS.
5	Q. All right. So he's a fractional
6	service supplier?
7	A. He was employed by BSS. He
8	provided fractional contract, however you want to
9	think about it, tax advisory services to Red Stag
10	from time to time. I don't know who else he
11	provided those services to specifically.
12	Q. Does Red Stag offer benefits to its
13	employees?
14	A. We do.
15	Q. And
16	A. Well, we did. I'm not there
17	anymore, so I assume they still do.
18	Q. Understood.
19	A. It started in 2019, we began to
20	provide those benefits, so time period depends on
21	your question.
22	Q. So beginning in 2019, you started a
23	benefits plan. Did you share that benefits plan
24	with any other entity?
25	A. We did not.

1	Q. How did you find a benefits
2	administrator?
3	A. Just through networking in the
4	Knoxville area.
5	Q. What is can you give me a little
6	more detail on that?
7	A. I don't remember. I knew we had
8	met multiple times. It's like different stages of
9	our growth. Are you talking about the broker?
10	Q. Sure.
11	A. The benefits broker that we talked
12	to, health benefits broker? You're asking me how I
13	came to know him? I don't recall when we initially
14	met.
15	Q. Did that broker provide services to
16	other Mollenhour Gross companies?
17	A. I don't know the answer to that.
18	Q. Does Red Stag offer a 401K program
19	or pension?
20	A. At the time that I was there, we
21	did not.
22	Q. Has Red Stag ever hired anybody who
23	previously had worked at LuckyGunner?
24	A. Are you talking about provided
25	services to LuckyGunner through BSS or what do you

mean by -	-
-----------	---

2.

2.1

2.4

2.5

Q. Yes.

A. -- worked at? Employed? I'm thinking, for the record there. From the time that the employment agreements were signed and we began hiring directly at Red Stag, the only -- I don't know. I don't. I don't know. I can't think of anybody that we hired that provided services -- that we hired full time at Red Stag that provided services to LuckyGunner.

Q. What about somebody that you hired part time?

A. I mean, we didn't -- we continued to use fractional services where we did not have a need for full-time employment. So we had -- we continued to have some fractional relationship, contractual relationship with BSS after we began to hire people directly to Red Stag, but there were some -- you know, it's very common to have fractional CFOs. There's fractional CFO services, fractional like other types of services. So we did not hire anybody full time or part time that I can recall that had previously provided services to -- or that I'm aware of -- provided services directly to LuckyGunner, but that's not to say we didn't. I

Τ	just don't recall of any.
2	Q. Do you know of anybody who left Red
3	Stag to go work at LuckyGunner?
4	A. Not directly. We had a
5	contractor I can think of one example of a
6	contractor that worked for Red Stag through one of
7	our staffing companies who was relocated due to his
8	wife's work and job, so he could no longer work for
9	Red Stag as a just because we were a physical
10	location. He couldn't work there anymore,
11	obviously, and I believe he provided some remote
12	services to LuckyGunner after the fact.
13	Q. What was his name?
14	A. Gosh, Taylor was his first name. I
15	don't recall his last name, and it may have been as
16	a I don't know what his relationship was, whether
17	he was with them, but I believe he may have provided
18	some services.
19	Q. Who is Colin Mollenhour?
20	A. So like in what context?
21	Q. Has he worked at Red Stag?
22	A. He was never employed by Red Stag.
23	During the early stages of Red Stag, he was a
24	fractional technology advisor, I guess, in a lot of
25	ways, to just help us get started. So in the very
	Page 82

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early stages, he administered like our e-mail and things like that, so fractional services. He was employed by BSS and provided technology services to Red Stag.

Q. When you say early phase, what does that mean?

I began to take on specifically and Α. basically chose other service providers because I felt like we could get better services provided by some people that specialized in certain things. So one of the first things that we did is we took our e-mail from the services that he administered for us and switched those to Microsoft 365 services, and that was administered by another company called SH Data Solutions. Our actual technology support, like hardware support, wireless routers, servers -- we didn't have servers, necessarily, not like data servers, but those types of things were administered by a company called Allevia Technology in town. So very early on, I think Colin consulted with them on Red Stag's behalf in that contract technology role and provided some just representation from Red Stag's side in that role to help guide the discussion of what we needed technology-wise.

Page 83

Again, that eventually -- that

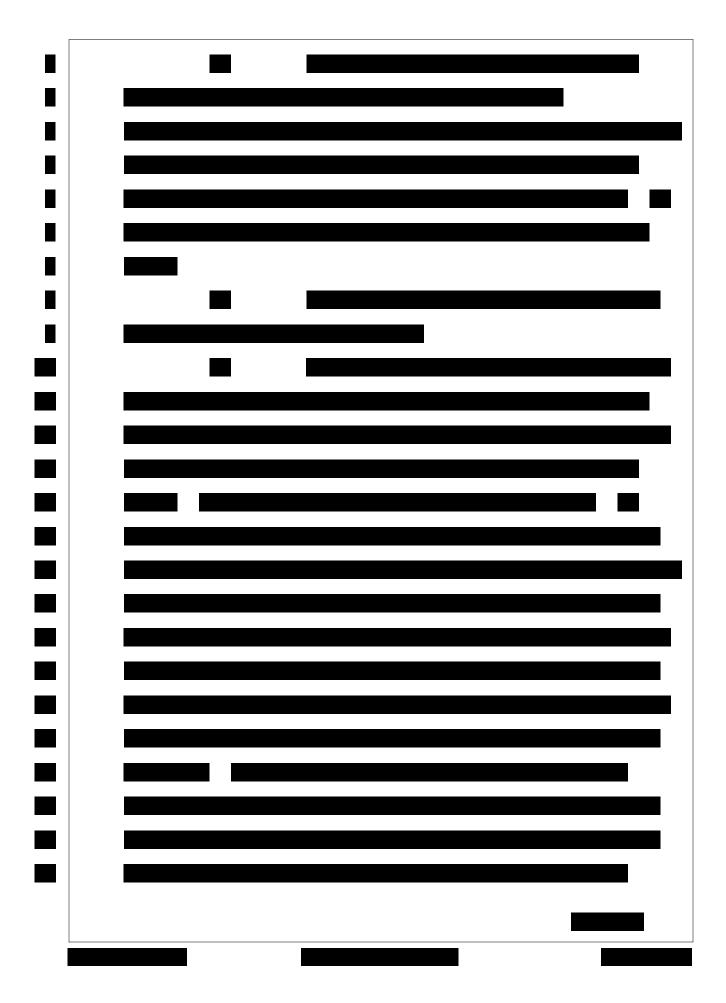
1	relationship was managed by me in an ongoing basis
2	with Allevia and eventually transitioned to another
3	company that Colin had no interaction with. So it
4	happened a little at a time. It wasn't that's
5	why I say early stages, generally. Fairly quickly,
6	I would say, we decided we were just growing to the
7	point to where he couldn't provide the support that
8	we needed. He didn't have the capacity to provide
9	the support that we needed on that contract basis.
10	Q. All right. Did you ever have staff
11	or leadership retreats at Red Stag?
12	A. No, we didn't.
13	Q. What about at BSS?
14	A. At BSS, there were there were no
15	retreats, but there may be like maybe help me
16	understand. How do you define what you're asking?
17	Q. Did you ever have an all staff
18	meeting at BSS?
19	A. An all staff meeting?
20	Q. Yeah.
21	A. Not that I can think of, an all
22	staff meeting at BSS.
23	Q. All right. Did you ever have like
24	an end-of-year holiday party?
25	A. We did have end-of-year holiday
	Page 84

1	parties.
2	Q. At BSS?
3	A. What do you mean by at BSS?
4	Q. For BSS employees?
5	A. For BSS employees? The holiday
6	parties would oftentimes be open to other
7	individuals as well, like social gatherings, those
8	kinds of things. As far as a I don't know
9	technically who would have funded the holiday party,
10	if that's what you're asking, paid for it, but it
11	was a for our my understanding, it would have
12	been more, I guess, maybe I really don't know.
13	Red Stag had its own holiday parties as well for our
14	team members and things like that, so we would
15	intentionally, you know, try to have separate
16	holiday parties just for our team specifically, but
17	there was some interaction, I would say.
18	Q. So for, let's say, the Red Stag
19	holiday party
20	A. We were large enough to where we
21	would have to have a few each year.
22	Q. So for those parties, were they
23	ever attended by people who were not Red Stag
24	employees?
25	A. Again, we contracted some of our
	Page 85

1	labor from like Randstad and those team members, but
2	I don't think that they would have been attended
3	I don't recall anybody attending that wouldn't have
4	either provided fractional services to Red Stag or
5	full-time services to Red Stag.
6	Q. Okay. And when BSS was it BSS
7	or Mollenhour Gross that would have a holiday party?
8	A. Again, I don't which year are we
9	talking about? There's
10	Q. Let's say right before your
11	contracts were transferred, so I guess that would be
12	2018.
13	A. I don't again, those days are a
14	long time ago. I do recall Mollenhour Gross having
15	at least one holiday party to where they invited
16	people from multiple companies that they owned to
17	come together. I can think of at least one of
18	those. I can't recall if there were more than one.
19	Q. All right. So for the one you're
20	recalling
21	A. Okay, yeah.
22	Q what companies were where
23	were people coming in from for those?
24	A. Red Stag was invited. I believe
25	LuckyGunner team members were invited. They had

1	other companies at the time. There was like a
2	marketing company that they were trying to take to
3	market that I don't think operates any longer.
4	Their team members were invited. It was
5	generally it was generally anybody that was
6	like any company where Mollenhour Gross, LLC was the
7	member or at least majority member. I don't know if
8	they had like partially owned companies. I don't
9	know the ownership structure of everything, but it
10	was a Mollenhour Gross Christmas party, and the
11	other member companies were invited.
12	Q. Was BSS, were they invited?
13	A. I would imagine they were. They
14	were a sister company of Red Stag's and they were
15	they would have been invited.
16	Q. How was Red Stag financed at its
17	formation?
18	A. It was through owner contributions
19	by the member.
20	Q. Okay. And did it ever receive
21	additional capital contributions from the member?
22	A. There were, yeah. Early on, there
23	were multiple capital contributions that were made
24	as we were we were not cash flow positive, so I
25	would have to request additional gamital funding

Do you recall that, in the 2017 1 Ο. annual meeting, it was proposed that future requests 2 for capital contributions from the member would be 3 forthcoming? 4 5 Say that again. Do you recall that, in the 2017 6 Ο. annual meeting, it was proposed that future requests for capital contributions from the member would 8 9 be -- that those requests would be forthcoming? 10 Α. That they were -- I mean, it sounds 11 like you're quoting a specific document, but the way 12 I would interpret that is that they agreed that they 13 were continuing -- they had a continued interest in 14 funding Red Stag. I mean, we were, again, a cash 15 flow negative company, so it was always to the 16 member's purview whether or not to continue to fund 17 the company where it could not support itself. So I 18 think that that was just a statement saying that 19 they were committed to continuing to fund Red Stag 20 as it needed.



<u> </u>	A. I don't know how to spell that, if
16	you're asking.
17	Q. You're fine. Is that company
18	affiliated with Mollenhour Gross?
19	A. It's my understanding it's
20	affiliated, but I don't know its ownership
21	structure.
22	Q. Okay. So I am curious, you said
23	that there were some employees who like lent money
24	to the
25	A. Those were Red Stag employees. It
	Page 90

Τ	was just a way to, if you saw I don't know what
2	was provided, but you asked if we borrowed any
3	money.
4	Q. Yeah.
5	A. It offset that other line of
6	credit, so it was just a way because we
7	obviously, it was a way for employees to invest in
8	the company, but it was managed through a debt
9	vehicle essentially and we paid interest back to
10	them, but again, we didn't have traditional 401Ks or
11	anything like that, but we did offer, for our
12	senior it was really just our senior leadership
13	team that was employed at Red Stag at that time to
14	loan money into Red Stag as a way to really invest
15	in our growth.
16	Q. What was the interest rate paid on
17	those?
18	A. It was a variable interest rate.
19	Q. How was it set?
20	A. It was 10%, plus ten year yield,
21	10% plus ten year, so it fluctuated above 10%.
22	Q. So did Red Stag and LuckyGunner
23	have a contract that governed their relationship
24	while you were president?
25	A. We did.
	Page 91
24 25	while you were president?

1	Q. And what were the general terms?
2	A. We provided fulfillment services
3	for fees to include storage, pick, pack, and ship.
4	I say ship pick, pack, and prepare for shipping,
5	and then we would obviously receive their goods. So
6	there was a direct labor charge, anything that was
7	related to receiving, storing, collecting goods for
8	shipping once orders were placed. That's the
9	general terms of the fulfillment agreement.
10	Q. Did Red Stag use ShipStream
11	software?
12	A. We did.
13	Q. And what was that used for?
14	A. It was our order and warehouse
15	management system.
16	Q. And is ShipStream another company
17	that's owned by Mollenhour Gross?
18	A. I don't know its ownership
19	structure entirely.
20	Q. Is Colin Mollenhour the founder and
21	CEO of ShipStream?
22	A. So Colin I don't know Colin's
23	current title. Are you asking me his current title?
24	Q. When you were president of Red
25	Stag, was Colin Mollenhour, in addition to serving
	Page 92

Τ	as a technology advisor, was he also the lounder and
2	CEO of ShipStream?
3	A. After he stopped providing those
4	services to Red Stag, later on ShipStream was
5	founded and he was the CEO of ShipStream, and he may
6	still be. I don't know.
17	Q. Okay. When you were president, how
18	often did you exchange e-mails with somebody at BSS?
19	A. I mean, that's a very vague
20	question. I mean, respectfully, I don't know how to
21	answer that question.
22	Q. All right. So before 2019, when
23	you were an employee at BSS and you were also
24	president of Red Stag, how often did you communicate
25	with somebody at BSS? And I'll give you a kind of

1	set of options. So would it be on a daily basis or
2	weekly basis, monthly?
3	A. What do you mean at BSS? So again,
4	all of my staff were BSS employees.
5	Q. So somebody senior to you at BSS,
6	let's start with that.
7	A. Nobody was there was nobody
8	senior to me at BSS other than I reported
9	directly to as the owners of Red Stag, to be
LO	clear, and as the president of Red Stag, my
L1	obligations were to the member owner of Red Stag,
L2	since I was assigned 100% to that project as its
L3	president. As far as communicating back to BSS
L4	specifically, again, the only people that were
L5	senior to me in relation to my relationship at Red
L6	Stag would have been the members of the member,
L7	Mollenhour Gross, and its owners, Jordan and Dustin.
L8	Now, if you're asking how often I communicated back
L9	to BSS, BSS wasn't senior to Red Stag. BSS was a
20	sister company. It was a service provider to Red
21	Stag. I don't know if that's clear, but
22	Q. It's helpful.
23	A it was a service provider of
24	things. So I would communicate with them as needed
25	whenever services were required. I don't know how
	Page 94

1	often that would have been. It varied, right. I
2	mean, there may be like times when I was
3	communicating daily and times when I would go a
4	period where I wasn't, if you're talking about
5	specifically the fractional service providers at
6	BSS.
7	Q. Let's talk about them.
8	A. Is that the question?
9	Q. Well, this is helpful, because I
LO	don't think I fully understood that there weren't
L1	additional managers within BSS.
L2	A. Not that I reported to. Again, I
L3	was I reported directly to the co-CEOs of BSS,
L4	which were the member owners of Mollenhour Gross.
L5	Q. So let's start with, if you needed
L6	some legal services or tax services
L7	A. Uh-huh.
L8	Q when you reached out for that,
L9	would you contact well, you'd just contact, you
20	know, Keith Jackson because you know to just go
21	straight to him, or was there somebody at BSS that
22	you would contact for tax services?
23	A. So there might have been some
24	hierarchy within BSS, but I didn't report to them.
25	So when I needed something from Kimberly, you know,

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that may be providing controller services for other people, many times I would go directly to Kimberly, because she had a certain amount of time that was just, you know, working with Red Stag. Most of the time, that would be the case, but she reported through Coleton, right. So if I needed to escalate something or if there was some financial need that was not within the purview of the controller, I would talk to Coleton.

Legal services, I would typically go directly to who I had been advised were our service providers within BSS for legal services. Craig Meredith was primarily that point of contact for legal services. He was the GC there, and there were times when Craig would say, I don't have capacity, let's pull somebody like Ryan in, or let's -- the best thing to do would be to find an outside -- another firm outside of BSS that could provide services, and I may ask for referrals, because he was tied into the legal community and I wasn't and he may provide a referral and then we kind of go that route.

Q. I see. Just so I understand, when you contacted folks at BSS, by which I mean like Craig or --

1	A. The fractional service providers.
2	Q. Fractional. Was that usually by
3	e-mail or phone? What was your kind of default
4	method of communication?
5	A. Typically would be e-mail,
6	probably, unless it was urgent, and I can't think of
7	very many urgent situations that we would
8	communicate by phone, but probably typically e-mail.
9	Q. All right. And how often did you
LO	communicate with Jordan and Dustin?
L1	A. Again, that varied greatly over the
L2	years in terms of if we were like in the very
L3	early phases where we were trying to grow and we
L 4	needed more capital, you know, to grow, I would
L5	communicate more frequently. At times when we were
L6	just you know, didn't need capital investments or
L 7	weren't, you know, discussing like where the money
L8	that was causing us to go in the negative was going,
L 9	you know, I reported to them as the owners of Red
20	Stag, essentially, as the members of Red Stag. So
21	there were times I would go months without talking
22	to Dustin. It could be I mean, it would be
23	common for me to go months without talking to
24	Jordan, but then there would be periods of time
25	where we would talk more frequently when lots of

1	investments were required for the growth of Red
2	Stag.
3	Q. And by more frequently, daily,
4	weekly?
5	A. Maybe, at times, it could have been
6	daily, but it would have been, again, just talking
7	about the growth of what we're trying to do. When I
8	say daily, there might have been a couple of days
9	back to back, you know, where we might have talked
10	about the same topic, but it wouldn't have been
11	daily for an extended period of time. It may be
12	like where we're communicating on a specific topic
13	back and forth for days at a time, but then we would
14	go a period, you know, usually an extended period of
15	time before talking again.
16	Q. So
17	A. And again, that changed a lot as we
18	became self-sustaining and profitable without their
19	capital required.
20	Q. What about so how did you
21	usually communicate with people at LuckyGunner, LLC,
22	or let's start with LuckyGunner, LLC.
23	A. If I communicated, it would
24	typically be through excuse me. It would
25	typically be through e-mail, but, you know,

1	occasionally we may talk in person.	
2	Q. Did you ever like go to their	
3	offices?	
4	A. Sure, yeah, I would do that. They	
5	were local and I would go to their office.	
6	Q. How often would you do you think	
7	you went to their offices?	
8	A. Again, after we no longer	
9	subcontracted space there, not frequently at all.	
10	It would vary if I had meetings for a particular	
11	topic or something, but it was not regular.	
12	Q. What kind of meetings would you	
13	have?	
14	A. Again, not it wasn't regular, so	
15	I mean, just client meetings. We had client	
16	meetings. They were local, so it was easier	
17	sometimes to meet and talk, but, you know, we had	
18	other clients that weren't local that we met with	
19	through Zoom and other communications.	
20	Q. Just so I I'm not a business	
21	person, so I don't know what happens in a client	
22	meeting. I mean, I know what happens when I meet	
23	with my clients.	
24	A. If we're talking about negotiating	
25	our agreement for a period you know, there were	

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times where we were negotiating our agreement and then there would be times when we might be looking to update that agreement. It could be -- like if there was a rash of damage or something in shipping and we needed to talk about like what's the cause of the damage, you know, boxes or tape or whatever, it was related to their business and the services we provided as their fulfillment provider.

Q. All right. And I think I initially was asking about LuckyGunner, LLC, but did -- was that the same for LGDC, LLC?

A. So LGDC, LLC was our client because, again, they were the owner of the inventory, and it was typical. We had other clients that were arranged similarly to where, if they had inventory that was maybe sold through different channels or something like that, like they sell on Amazon, they sell, you know, through their own websites, or they sell through other things, because of the technical requirements that would be required through integrating to those different channels, they would have an entity that owned the inventory until it was sold, and LGDC served that purpose for that group, that business. So they were the inventory holder, owner, until it was sold. The

Τ	orders originated on LuckyGunner, LLC's website and
2	we would fulfill those orders. So to me, you know,
3	I was talking to that team. It just maybe I
4	don't understand your question. What's your
5	question, please, if you don't mind restating?
6	Q. Well, I guess my question was
7	trying to figure out if there was a difference
8	between whether your prior answer was just for
9	LuckyGunner, LLC or for LGDC, LLC.
LO	A. So if it was agreement related or
L1	related to inventories and those kinds of thing,
L2	obviously it would have been under the context of
L3	the LGDC service. If it were something related to
L 4	the customer side of the LuckyGunner business and
L5	again, I don't know the relationship precisely
L6	between them or the ownership structure. I was
L7	not I was not I didn't provide services to
L8	those companies other than as their fulfillment
L9	provider.
20	Q. Were both companies Red Stag
21	clients or was it just LGDC?
22	A. So LGDC was the client to Red Stag
23	Fulfillment. LuckyGunner was, again, presumably,
24	their client as the inventory was sold through those
25	websites. It's my understanding that the ownership

1	of the goods were like LuckyGunner would buy the
2	goods. It's almost like a consignment. Again, it's
3	more typical. I know you've got kind of an
4	interesting look on your face.
5	Q. I just don't understand it.
6	A. No, it's really not uncommon when
7	you've got an entity that owns goods and maybe sells
8	through multiple entities, or through multiple
9	channels maybe is a better way to think about it,
10	that the inventory because that inventory has to
11	show available for all of those maybe channels, and

I understand. Q.

doesn't make any sense.

It's complex. So what we would Α. do -- what companies do is they hold that inventory at kind of a central entity until it's sold, and that just allows that inventory to be available to whoever, whenever, and so that's what LGDC provided. They were the inventory -- my understanding, again, not working for them, was they were the owners of

so from a technical standpoint, that inventory is

kind of available to all until it's sold, because

you don't want to assign inventory out to specific

channels, because this channel might sell it faster

than this channel, and trying to figure that all out

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1	the inventory. So what I talked about just now was
2	very like general to other clients that we worked
3	with, not specific to LGDC and LuckyGunner. Their
4	legal relationship, I'm not privy so, like when
5	money changed hands, what services they had, I never
6	saw any service agreements between LuckyGunner and
7	LGDC. We worked with the LuckyGunner like technical
8	team to set up the integrations to receive orders as
9	needed at the request of LGDC, who was the owner of
10	the inventory in our warehouses until it was sold.
11	Q. Thank you. I think I understand it
12	now.
13	A. Like I said, my understanding is
14	they were different entities, but I don't know the
15	ownership structures of those entities entirely.
16	Q. When Red Stag gets a new client or
17	got a new client when you were president, the
18	protocol was to notify Dustin Gross and Jordan
19	Mollenhour, right?
20	A. As the owners, members of Red Stag,
21	correct.
22	Q. Do you know why they were notified
23	at their BSS e-mail addresses then?
24	A. Because frankly, I don't think they
25	had a Mollenhour Gross domain until fairly recently,

1	because their investment portfolio was acquired
2	other ways, so that was where they wanted to be
3	contacted.
4	Q. And are you aware that, in
5	September of 2020, Mollenhour Gross ceased to own
6	LuckyGunner?
7	A. I am aware of that.
8	Q. And it's now owned by the 2A Group?
9	A. I don't know who owns it.
LO	Q. Did you notice any change in Red
L1	Stag's interactions with LuckyGunner when that
L2	happened?
L3	A. No. At that point, we interacted
L4	with LuckyGunner's leadership team, and that didn't
L 5	change.
L6	Q. I think we've been going for about
L7	45 minutes to an hour. I'm happy to take a break if
L8	people need it or we can go a little bit longer.
L9	MR. LOTHSON: How are you moving
20	along?
21	MS. THOMAS-JENSEN: Let's do a five
22	minute break to use the bathroom and
23	stretch.
24	MR. LOTHSON: Sure.
25	(A break was held.)
	Page 104
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1	BY MS. THOMAS-JENSEN:
2	Q. Do you know what the relationship
3	is between Colin and Jordan Mollenhour?
4	A. Like personal relationship?
5	Q. Yeah.
6	A. They're brothers.
7	Q. Okay. Thank you. What kind of
8	communications and reports did Red Stag send to
9	LuckyGunner when you were president of Red Stag?
10	A. We didn't send I can't think of
11	any reports, unless they requested something
12	specifically, and I can't think of any of those
13	right offhand. Again, we were a service provider.
14	They had access all of our clients have their own
15	client access to our system or the system like the
16	orders were ported into. So they had anything
17	that was client specific, like all of our clients,
18	they could get to that themselves. So we didn't
19	really send reports, but they could pull reports.
20	Q. So they could pull like an
21	inventory report?
22	A. Yeah. They could pull inventory
23	reports, yeah. For other clients, we did the same
24	thing, but like if there was, again, some damage
25	reporting or something like that, we provided like

1	any month, every month, as part of the invoicing
2	process, any discovered damage, because that was
3	part of our guarantees. It was one of the things
4	that was unique that we took to market and all of
5	our clients benefited from was that we had a 100%
6	inventory guarantee, in that if we damaged or lost
7	something, we would pay 100% of the cost basis.
8	That was just something that's not typical in the
9	3PL e-commerce side, and so you know, those are just
L O	typical kinds of reports that would accompany an
L1	invoice.
_2	Q. I see. How often did you send then
_3	invoices?
L 4	A. It was, I believe, typically
L5	monthly. I don't recall exactly, because it was
-6	handled, you know, by our finance team, the payment
L 7	terms and those kind of things. For awhile, I sent
L8	them myself, but I think we started maybe bimonthly.
_9	I know for a period of time, we were bimonthly, and
20	then it transitioned to monthly, just out of ease
21	and to we found, you know, just as we grew, that
22	was a more acceptable term for our clients.
23	Q. Did LuckyGunner ever request that
24	Red Stag change a policy or practice?
25	A Maybe could you be more specific?

1	Q. Did they ever make a request that
2	you change how you handled their products when you
3	were receiving them?
4	A. I'm sure they did. I can't think
5	of specifics, but we established those processes
6	pretty early on, and there may have been some minor
7	modifications over time.
8	Q. And when you established those
9	processes, did you do them in consultation with
10	anyone?
11	A. For all of our clients, we did
12	that. So every product is different in terms of the
13	information that gets collected at receipt.
14	Verifications are different for if I use the term
15	SKU, I don't know if you guys know what a SKU is.
16	Q. Stock keeping unit.
17	A. Yeah. So SKU is like the unique
18	identifier of the inventory or the product. So yes,
19	we did for LuckyGunner, just like we did with our
20	other clients. We would consult with them on what
21	were the key things to collect information-wise
22	about the products.
23	Q. And then individual orders,
24	LuckyGunner could access information about them
25	through this system that you described?

1	A. From their system and ours. I
2	mean, our system was connected to their system by an
3	API, and it was a that's how we communicated with
4	all of our clients, their systems, their order
5	collection systems, and the information would pass
6	through to us, but our clients could access certain
7	information about those orders that were maybe
8	unique to like time of fulfillment, status within
9	our warehouse, you know, those kinds of things.
10	Q. And you co-managed LuckyGunner's
11	account from the time you joined Red Stag until
12	2019?
13	A. I don't understand what you're
14	saying.
15	Q. Did you were you one of the
16	managers for the LuckyGunner account?
17	A. LuckyGunner no, I don't think
18	what you're saying is correct, if I understand what
19	you're saying. When you say managed the account,
20	are you just talking about as like an account
21	representative for Red Stag, like a client account
22	for Red Stag?
23	Q. Yes.
24	A. I mean, I was the president of the
25	company. I don't know. What do you mean until

1	2019?
2	Q. Let me just take one second.
3	A. I mean, they were a client before
4	then and after then, and as the president of the
5	company, I was I had people on my team that were
6	more directly managing the account on a day-to-day
7	basis, part of Tony Runyan's team.
8	Q. So if I could direct you to Exhibit
9	10.
10	A. Sure.
11	Q. And these are the interrogatories
12	that you provided information for?
13	A. Sure.
14	Q. Could I ask you to look at
15	Interrogatory No. 8, which is on page 12? Page 12,
16	No. 8.
17	A. Interrogatory No. 8 on page 12,
18	okay.
19	Q. So
20	A. I'm still reading.
21	Q. Let me know when you're done.
22	A. Okay. Generally, I mean, I was the
23	president of the company, so I had relationships and
24	time, you know, where I had to, like at a more
25	strategic level, be involved in the management of
	Page 109

the	account

	Q.		All	right.	And	that	was	 you	did
that	with	Chris	Molit	or?					

A. Yeah. So through that time
period keep in mind, the time period isn't just
in 2019. It's from 2013 to approximately September,
2019. The relationship as we grew as a company,
we had to scale, right, and like any company that's
young and scaling and growing, you have to hand off
or delegate that relationship over time. So as a
small startup company, I was the primary point of
contact with our clients in a lot of ways, along
with Chris, and then it says here, and members of
Red Stag's account management team. So as time
progressed from 2013 through September, 2019, which
is the time frame mentioned here, there were times
when I was a member of what you might call the
account management team, because I kind of did, you
know, whatever was necessary as a small startup
company. Chris was brought on and kind of served
the hats of both client acquisition and client
relations until we hired Tony Runyan, who then took
over client relations and that whole division of the
business I don't remember the exact time frame
when that happened and we built an account

1	management team. Chris actually managed a few
2	people that were at least one, I can think of,
3	that was an account manager that would have had
4	relationships with LuckyGunner and our other
5	accounts. So maybe if you want to restate the
6	question. I don't know if that context helps, or
7	did I answer it?
8	Q. No. That's helpful. What happened
9	in 2019 then to the management of the LuckyGunner
10	account?
11	A. I think that's is it not just
12	when the time frame of this interrogatory was
13	relevant?
14	Q. Was the account taken over by
15	somebody named Nicholaus Barnett?
16	A. So Nicholaus reported to Tony
17	Runyan, who reported to me. Tony was the VP of
18	client relations and Nicholaus Barnett was a client
19	relations specialist on his team.
20	Q. So in 2019, did Barnett take
21	over
22	A. I don't know. I don't remember the
23	exact time frame. Maybe. I don't know. You've got
24	to understand, we were growing, and so it was just,
25	we had accounts that were we were adding people

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to our teams. Nick started with us as a picker packer, Nicholaus Barnett, and kept getting promoted within the ranks of the organization within Red Stag and eventually became an account manager, account representative or client representative, account manager, whatever term we were using at the time, because titles could change, but he -- at some point, he probably took over that account. That sounds right.

Q. Do you know why he would have switched to -- why you would have switched who was in charge of the account?

A. He just -- again, our team was growing and he was a member of that client management team. He had been with us for a long time. He was familiar with that account, as working in our warehouse. Most of the team at that time that we hired as account managers had started as picker packers, worked their way up to being team leads. So he had a lot of context, but we had service account managers that managed several accounts. He just happened to be the one who was managing the LuckyGunner account. I didn't make that determination. Tony would have made that determination of why Nick.

1	Q. In 2018, how many accounts were you
2	involved with managing?
3	A. Personally?
4	Q. Yes.
5	A. In 2018?
6	Q. Uh-huh.
7	A. So I wasn't a member of the account
8	management team. I was the president of the
9	company. There were aspects of all I mean, I
LO	wouldn't say all accounts any major account that
L1	I may get brought into from time to time, but I was
L2	not a formal member of an account management team.
L3	I ran the company. I would be like in this case,
L4	I would manage, help manage accounts as necessary,
L5	you know, but we were just trying to answer the
L6	question as it was placed here, that I did have
L7	communications with LuckyGunner and other clients as
L8	needed.
L9	Q. So you know that when LuckyGunner
20	was fulfilling orders for LuckyGunner, it's handling
21	a regulated protect?
22	MR. LOTHSON: Objection. I think
23	you misstated what you were trying to say
24	there.
25	MS. THOMAS-JENSEN: Okay.

1	THE WITNESS: You said
2	LuckyGunner
3	MR. LOTHSON: You said LuckyGunner.
4	MS. THOMAS-JENSEN: Thank you.
5	THE WITNESS: twice, yes.
6	MS. THOMAS-JENSEN: When
7	LuckyGunner is doing things for
8	LuckyGunner thank you.
9	BY MS. THOMAS-JENSEN:
10	Q. When Red Stag is fulfilling orders
11	for LuckyGunner, is it handling a regulated product?
12	A. It is.
13	Q. Okay. So that must mean Red Stag
14	has extra controls and compliance?
15	A. Sure. Yes, we did.
16	Q. And what were those?
17	A. The controls for that particular
18	product were pretty limited in the sense of, from
19	like DOT regulations, to be able to ship it through
20	standard parcel, which would be FedEx, UPS, it had
21	to stay under a certain weight threshold and it had
22	to be had to have specific labeling applied to
23	the packaging, and so we made sure that we were
24	that we followed those particular regulations. So
25	we had controls, like our system would actually

1	batch orders. We had a weight limitation
2	configuration in the system that, as orders came in,
3	we knew all the weights of all the products, because
4	we weighed them ourselves when they came in
5	originally, and then we would we did that for all
6	of our products. We captured the dimensions and the
7	weights for all products for all clients, and
8	then we used that specifically for this to limit
9	the weight at a lower threshold than we may
10	typically do to meet the DOT regulations. The other
11	thresholds would be set just based on like orders
12	that came in really heavy, like multiple desk chairs
13	or something like that. Those would have to be
14	broken out just for handling purposes. So we used
15	that same technology for other reasons as well, and
16	then the labeling was just a requirement.
17	Q. That's the ORMD label?
18	A. It started as an ORMD. That
19	regulation changed sometime over the years. I can't
20	remember the exact timing. It became a limited
21	quantity label, which is like a diamond label.
22	Q. Did Red Stag take any steps to
23	prevent ammunition from ending up in the hands of
24	someone who was prohibited from handling it?
25	A. Red Stag required our clients to

1	provide all of those filters, and so our we did
2	require that those be in place and that our clients
3	advise us of anything that we had to do as a
4	fulfillment provider. So the limited quantity
5	stickers is an example, but we relied on our clients
6	to do that.
7	Q. And you had no internal kind of
8	compliance around that?
9	A. Around which one? Around the go
10	ahead.
11	Q. Around ensuring that ammunition
12	doesn't end up in the hands of somebody prohibited.
13	A. We didn't have the infrastructure
14	to do that. It was not something that would be an
15	industry standard. As a third-party logistics
16	provider, order control, you know, determining who
17	can place an order, who can receive orders, are
18	managed by the sellers of the product, not the
19	fulfillment partner.
20	Q. So Red Stag just trusted that
21	LuckyGunner would be in compliance with federal and
22	state laws?
23	A. Yeah. We had to, as well as their
24	other 3PLs also that they used prior to us trusted.
25	I mean, you have to be able to, to take them on as

	CITETICS.
2	Q. And so you're telling me that Red
3	Stag took no steps to ensure that an individual
4	package would be in compliance with federal and
5	state law?
6	MR. LOTHSON: Objection to the
7	form.
8	A. That's not what I said. Yeah,
9	that's not what I said at all. We made sure that we
10	were in compliance to anything related to the actual
11	packaging and preparation of the order for shipping,
12	which did, at times, fall underneath the regulations
13	of federal and even potentially, I believe, state
14	laws, but it wasn't regarding prohibiting specific
15	purchasers.
16	Q. So if someone at Red Stag saw that
17	the consumer, the end consumer, the person you're
18	shipping to, had an e-mail address that indicated
19	that they were likely under the age of 18, would Red
20	Stag still ship them handgun ammunition?
21	A. I don't know that we
22	MR. LOTHSON: Objection to form.
23	A. I'm trying to even think of what
24	you're asking. We did not review individual
25	purchaser's information as they came into our
	Page 117

1	system. The people that were handling the goods on
2	the floor would be provided a picking slip that may
3	have some, you know, contact information that would
4	eventually become a packing slip, but it was not our
5	practice it just wasn't a feasible practice to
6	review every e-mail address of every customer of
7	every client that we serviced. We were doing
8	thousands of orders a day, so we did not. We were
9	not looking at that and we wouldn't look at that.
LO	Q. And if a Red Stag picker and packer
L1	saw that the purchaser was Martha Stewart, who is a
L2	known felon, would there be any process to stop the
L3	shipment to her?
L 4	MR. LOTHSON: Objection to form.
L5	A. Again, we did not control, as the
L6	fulfillment partner, any filters for individuals
L7	that were purchasing goods from our clients.
L8	Q. But
L9	A. I've answered that a few times, but
20	go ahead.
21	Q. Red Stag does have a procedure for
22	flagging errors with a shipment, right?
23	A. Errors that may be there are
24	some errors that may flag.
25	Q. Like what?

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A. They would be related to like a
mismatch between what and the way this would work
typically would be between I'm trying to think of
how to answer. It's technical. So for example, if
there was a mismatch between like a shipping method
and a zip code that wouldn't allow for a specific
shipping method there are certain zip codes that
don't allow for like next day air because they're a
remote area of the country and FedEx and UPS don't
want to guarantee next day services if they know
they can't guarantee those. So our system would
connect contact, for every order that we prepared
for shipment, via another API connection, to the
carrier to retrieve a shipping label. If there was
a flag of an error related to address or service
level or a mismatch in state zip that may pass
through, it would flag us, and we would either put
the order on hold, which was typically what we would
do, is put the order on hold and contact our client
to ask for advice on what they would want us to do
with that, because we did not contact our clients'
customers directly. So if there was any kind of
communication that way if there was a there
were other things that we could change that would be
very basic.

1	So there are systems that would do
2	residential commercial the service type may
3	depend a FedEx or UPS service type may depend on
4	whether it's a residential address or commercial
5	address, and pricing for that shipment would change
6	based on that. So we wanted that to be as accurate
7	as possible, so we had a part of that API
8	communication would be an address check to make sure
9	that what was flagged as residential was actually
10	residential and what was flagged as commercial was
11	actually commercial, and we would sometimes use
12	information that we had available to us to make a
13	change to that, but it didn't change where it went.
14	It just changed basically how it was flagged for
15	billing purposes.
16	Q. Thank you. Did LGDC ever have
17	custody of the products that it sells?
18	A. What do you mean by custody?
19	Q. Did they ever come into their
20	physical control?
21	A. That's a I don't know if they
22	ever had things directly shipped. There were times
23	when they needed photographs taken of products, so
24	they would have a contractor that would come in and

take product to be photographed for their website.

1	I don't know if that qualifies to answer your
2	question as yes or not, but that would be an example
3	of where I could think that that might make me have
4	to say yes, but as far as shipping the goods or
5	fulfilling the goods themselves, I don't know. My
6	understanding is we were their only fulfillment
7	provider once that decision was made.
8	Q. So I just want to make sure I
9	understand kind of the process. So they would have
10	ammunition that they ordered from, let's just say, I
11	don't know, Winchester, and it would arrive
12	directly at it wouldn't go to an LGDC
13	A. That's correct.
14	Q. It would go straight to Red Stag?
15	A. Again, I can't say whether they
16	ever did that, but the standard process by which it
17	was fulfilled and this is the service we provided
18	for all of our clients, is to receive their goods
19	and store them for them so that they don't have to.
20	Q. And then Red Stag would open up the
21	big boxes and pull out little ammunition boxes and
22	stack them and kind of sort them and then re-package
23	them as they go to customers. Is that fair?
24	A. Yeah, sometimes. I mean, sometimes
25	they would be stored as they came in, and then other

1	times they would be broken down into smaller
2	interline packaging, so like, you know, smaller
3	packages. So we would break down cases into
4	individual units for storage, for sale.
5	Q. Did Red Stag ever obtain title of
6	the products that it shipped for LuckyGunner and
7	LGDC?
8	A. We did not.
9	Q. You mentioned earlier that
10	sometimes products get damaged in a warehouse. When
11	that happened to a LuckyGunner product, what was the
12	next step? What happened at that point after some
13	kind of damage?
14	A. So damage can mean a couple of
15	different things. So to answer your question, I
16	would have to differentiate that a little. If it
17	was just a packaging damage, which, you know, if
18	there's retail packaging and retail packaging
19	getting damaged, it can be perceived as the consumer
20	is damaged and not happy with it. It would
21	sometimes be re-packaged at LuckyGunner or LGDC's
22	request. Again, I think we're using the term
23	interchangeably. LGDC was our client, and until it
24	was sold, this would have been LGDC, not
25	LuckyGunner. I think maybe you said LuckyGunner,

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Q. I think I did. So we're talking LGDC here. Thank you for that.

Yeah, and I can't remember which Α. term we decided we would use for that, but this is LGDC's product. So we would receive it. If it were damaged inside the warehouse and it was just packaging related, but the physical product wasn't damaged, it could be re-packaged, and that happened a couple of different ways. It could be we would have the retail packaging. Sometimes the suppliers would provide more retail packaging. I can't remember if LGDC's suppliers ever did that, but other clients did. It could be collected and re-packaged as a good product, but a mix of different -- like it was re-packaged under a different SKU, which would then show up on their -the retail websites as a product. If the physical product was damaged, it would be collected separately, of course, and we would just collect that for a period, you know, just safely for a period of time, and then occasionally, they would arrange for disposition, they being LGDC. So we would contact them if we felt like we had, you know, a certain amount. I don't know what that amount

1	would have been. It varied, probably, but they
2	would arrange for it to be a disposition of that
3	product.
4	Q. For a safe disposal?
5	A. Yeah, safe disposal, yeah. It was
6	their inventory, so they could come retrieve it. We
7	would count it out of inventory, of course, so it
8	wouldn't be sold or anything or oversold.
9	Q. Did you ever have so much damaged
10	product that an insurance claim was made by you or
11	LGDC?
12	A. I can't think of one, but I
13	can't speak for LGDC, of course. I was not an
14	employee or worked for them directly, so I don't
15	know. For us, for any LGDC product, I can't think
16	of any damage claim that would have been filed with
17	an insurance company.
18	Q. All right. So I'd like to actually
19	talk a little bit about the Red Stag SOPs, and Red
20	Stag, in its SOPs, has special instructions for
21	handling LuckyGunner orders or LGDC orders. Is that
22	right?
23	A. LuckyGunner orders, LGDC product,
24	sure.
25	Q. Thank you for that, yeah. So for
	Page 124

1	here, I'm just going to use LuckyGunner for
2	LuckyGunner orders and LGDC products. There were
3	special instructions in the SOPs for
4	LuckyGunner/LGDC, right?
5	A. I haven't reviewed those SOPs in a
6	long time, but it would make sense that we would
7	have some special handling. Like we said before,
8	it's a regulated product. It would be yeah, it
9	would be common for us to have those kinds of
10	instructions.
11	Q. And do those instructions for
12	the standard for the SOPs that have special LG
13	instructions, they're not just for issues like
14	applying the hazmat label?
15	A. So most of those SOPs were written
16	when we were getting started. Now, they
17	transitioned to other systems over time as we became
18	more sophisticated, but they were our first client,
19	right, and we were beginning to develop our
20	processes and our standard operating procedures with
21	those products as being kind of the baseline as our
22	first client, and so my guess is again, I haven't
23	seen the SOPs recently that you're referring to. If
24	you want to show me some, I can maybe comment on

those, but like for receiving, for example, they

1	were the first products we ever had to receive as
2	our first client, so our SOPs would have been
3	written initially specifically for that product, and
4	then whether those SOPs could be applied to other
5	clients we probably, I mean, wouldn't rewrite
6	them entirely. We would just reference the SOPs we
7	already had in place, and if they ever deviated for
8	a specific client, we would likely rewrite those. I
9	mean, we're not perfect, and I can't say that we had
10	an SOP for everything. We certainly did not, but
11	we it was really important for us early on to
12	document what we were doing so we could I mean,
13	we went to market to try to be the better
14	fulfillment solution, so it required consistency and
15	accuracy, or else we wouldn't have been able to grow
16	the business. Does that answer your question?
17	Q. It does. Thank you. Does Red
18	Stag did Red Stag, when you were president,
19	handle shipping for ammunition for any company
20	besides LGDC?
21	A. We did not.
22	Q. Did Red Stag handle product returns
23	for LuckyGunner?
24	A. We did.
25	Q. And so can you walk me through what

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A. Again, it depends on the reason for
the return. Frankly, most of the returns were
returned by a carrier because it may have been
damaged in transit, and so the which is common in
parcel shipping. Most of the returns we got from
all of our clients were going to be due to
mishandling by the carrier, and so if it was, again,
just packaging, the same process for any damage that
was found in the warehouse, we check it in, evaluate
the cause. If the packaging was reusable, we would
just return it back into stock. If it wasn't, it
would follow the same damage procedure as anything
else, and then same thing for return by consumers.
If it arrived kind of two paths would be that the
consumer contacted LuckyGunner ahead of time, which
was the ideal situation. A return merchandise
authorization would have been issued and created in
our system by LuckyGunner's customer support team,
so when the product arrived, we'd know exactly what
to do with it and how to receive it and to return
it. If not, which was sometimes the case, we'd have
to contact LuckyGunner and ask them, we just got
some inventory from somebody, were you expecting it,
like try to help them determine who the consumer

Page 127

1	was, who the customer was, just based on the
2	information that we had on the packaging, since we
3	were the ones receiving it, and we would, again, if
4	it was damaged, go through the damaged receiving
5	process, and if it was undamaged, we would receive
6	it back into stock.
7	Q. So with the carrier returns, you
8	would notify LuckyGunner?
9	A. That we received some goods back
LO	and that were unexpected and we'd help them
L1	investigate who the consumer was. Like we
L2	wouldn't just, again, we would provide the
L3	information, maybe the shipping label that's on the
L4	packaging if it had a shipping label still intact,
L5	and then they would contact the consumer directly.
L6	We never talked to their consumers.
L7	Q. Did Red Stag, for consumer returns,
L8	did Red Stag ever handle the chargebacks for
L9	LuckyGunner as part of that process?
20	A. Are you talking about for like
21	credit card transactions?
22	Q. Yeah.
23	A. We handled none of that.
24	Q. Okay.
25	A. We would just handle the inventory,
	Page 128

1	and again, through the RMA process, it was a type of
2	delivery in our system. They would be advised when
3	those RMAs were completed and put away for stock,
4	and then how they dealt with the consumer was on
5	their end.
6	Q. Red Stag also designed and printed
7	the packing slips that goes in LuckyGunner packages?
8	A. It's a standard packing slip
9	designed by the carriers. So like FedEx had
LO	their oh, I'm sorry, the packing slip. Strike
L1	that. I apologize. I got the packing slip and the
L2	shipping label in my head for just a second.
L3	Q. Not to worry.
L4	A. Yeah, it was in the system. It was
L5	a standard 8 and a half by 11 sheet of paper that
L6	had the details of the order on it.
L7	Q. What's Lucky Fulfillment?
L8	A. So we gave our clients this was
L 9	not unique to them. This was one of the
20	things one of the services that people don't
21	recognize with third-party fulfillment is that a lot
22	of people don't that are purchasing don't realize
23	the people they're buying from are using a third
24	party. Like we were really good at what we do, and
25	a lot of our clients, you know, will do this. They

1	don't we don't put Red Stag Fulfillment on the
2	label or on anything. That's an open text field
3	that's not used for anything, really, other than to
4	just I mean, it's an open text field, and we let
5	our clients put, you know, their name or some
6	variation of their name on that. So Lucky
7	Fulfillment is not an entity. It was essentially a
8	way for to say that this was fulfilled by
9	LuckyGunner's fulfillment arm, which was Red Stag
10	Fulfillment. It's not a business. It's not an
11	entity. It was just an open text field to allow
12	them to take credit for our fulfillment services,
13	which almost all of our clients did.
14	Q. Did they choose the phrase Lucky
15	Fulfillment?
16	A. They did, yeah. We wouldn't have
17	chosen that. Part of our on-boarding process with
18	our clients, we would ask what they wanted in that
19	field.
20	Q. I see. Is Lucky Fulfillment, is it
21	a d/b/a that's registered anywhere?
22	A. I don't know, not that I'm familiar
23	with. Like I said, a lot of our clients would just
24	put their own name there or they'd put something

similar.

25

1	Q. I was just going to ask you about
2	shipping labels, but I think we've actually covered
3	all of that already.
4	A. Maybe.
5	Q. Let's see, I do actually have one
6	more question about those packing slips, though.
7	Did you use a LuckyGunner trademark on the package
8	or design, on the packing slip? My apologies.
9	A. On the packing slip, we allowed our
10	clients there was a field again, these were
11	electronic documents that are printed for each
12	order. So within the system, each client is allowed
13	to upload their own logo or image for their orders.
14	Some took advantage of it. Some didn't. I believe
15	LuckyGunner probably had their logo on it, but it
16	was something the client could either provide to us
17	as like the on-boarding team later on, early on,
18	it was probably me, because I was doing everything,
19	but we would upload it, and at times, we may have
20	even had that as a field that they could go in and
21	change as they wanted to, because it was just a
22	branding component of the form.
23	Q. So I'd like to turn to inventory
24	reports.
25	A. Sure.

Q. And I think you said earlier that
essentially LuckyGunner, as the client, can pull
those from the system that you've created?
A. LGDC, LuckyGunner. Yeah, LGDC.
Q. LGDC, as the client
A. Is the client.
Q could pull the inventory
reports?
A. Sure.
Q. So when LuckyGunner reports on its
website that it's out of stock of a certain item,
that's based on information that LGDC has pulled
from
A. They haven't pulled. So we have
been LGDC, as the client, has told us these are
the systems, the retail channel I'm saying
generally the clients will do this. These are
retail channels that we are selling our product
through, we need you to establish an API connection
with our technical team or their technical team or
whatever. So once that API connection is in place,
that inventory is reported automatically. They
don't like they weren't downloading Excel files
and going through and manually entering inventory on
a minute-by-minute basis. It's an electronic

1	connection between our system and whatever retail
2	arms. We did the same thing if somebody was selling
3	on Home Depot's channel, right, because they may
4	sell on Home Depot, but Home Depot doesn't actually
5	hold the goods in stock. They're in our warehouse,
6	and so when somebody buys it on Home Depot, the
7	order comes to us, we pick it, pack it, ship it, but
8	the way the inventory is communicated with Home
9	Depot's system would be the same way we were
10	communicating to LuckyGunner's systems
11	Q. I see.
12	A in that sense, and that's how
13	that inventory was reported. So it's realtime or,
14	you know, frequently updated.
15	Q. All right. So to your
16	understanding, LuckyGunner didn't have a warehouse
17	of its own?
18	A. That I'm aware of.
19	Q. Yeah. What was Red Stag's fee
20	structure for LuckyGunner?
21	A. So the structure kind of was based
22	on the services that we provided, and it was the
23	same, again, with all of our clients. We charged to
24	receive the goods per receipt, essentially, and it's
25	broken down in a couple of different things to try

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to help indicate the amount of work that would be required to receive it. Then we charge for storage, and so at the time, our -- this was just a technical limitation. We would just take snapshots at the end of each month of the inventory that was in stock, and we would charge for the storage for the whole month based on what was there. That was not ideal, but it was just a technical limitation. It was the same with all of our clients. It was internal. We wanted to shift to taking daily or weekly snapshots and report an average, but I don't know if that ever happened. When I left, we weren't doing that, and then we would charge per package that was picked and packed and prepared for shipment, so per package and per item, per package. Again, it was kind of tiered, because different things could indicate additional time.

- Q. So for the actual cost paid to the carrier, was that a direct passthrough to --
- A. So again, because we had a system in place, the API, some of our clients we allowed to ship on their own accounts. So for LuckyGunner, that was one of the accounts that we allowed to ship on their own account, and like I said, some other large companies that had already negotiated shipping

1	rates that were favorable, we allowed them to do
2	that as well, but our system allowed them to input
3	or us to input for them their own account
4	information. So it wasn't a passer. We didn't get
5	billed by the carrier and then bill them. For
6	anybody that shipped on our accounts, Red Stag's
7	accounts, that's how that would happen. You know,
8	we'd get billed and we'd bill back. For clients
9	that had their own accounts, we would just in
10	that field, in their client setup in the system, we
11	would put their account information and they would
12	get billed directly by the carriers.
13	Q. When you were president, how many
14	clients had that arrangement?
15	A. I don't recall. It was a handful
16	of them probably. I don't have an exact number.
17	Q. Would you say fewer than five? I
18	never know what people mean with handful.
19	A. No, I don't know. It's like, I'd
20	say probably fewer than ten, but I don't know for
21	sure. That's an estimation that may be wrong.
22	Q. Understood.
23	A. Yeah. For the record, it's an
24	estimation that could be wrong.
25	Q. No worries. I understand.

1	A. Yeah. It was and it was for
2	large shippers. You know, that was still a
3	profitable business for us. We were able to make
4	that make sense in order to get the business, but it
5	was not every client. A lot of our clients shipped
6	on Red Stag's accounts and we would bill that back.
7	Q. I see. Did you so let's talk
8	about the rates for receiving a pallet of goods.
9	A. Okay.
L O	Q. Were those the same for all
L1	customers?
L2	A. They were not.
L3	Q. And how did you differentiate
L4	those?
L5	A. The amount of work that was
L6	required. I think LuckyGunner is a good example.
L7	We actually charged them a little more because it
L8	was a little more complex. Their supply chain was a
L9	little more complex in that they purchased a lot of
20	things on open orders. So we requested our clients
21	advise us ahead of time, and some clients were able
22	to advise us of incoming shipments and some weren't,
23	and the more complex it was so it varied and it
24	varied over time. I mean, sometimes we would go to
25	market at new rates, but we wouldn't go back and

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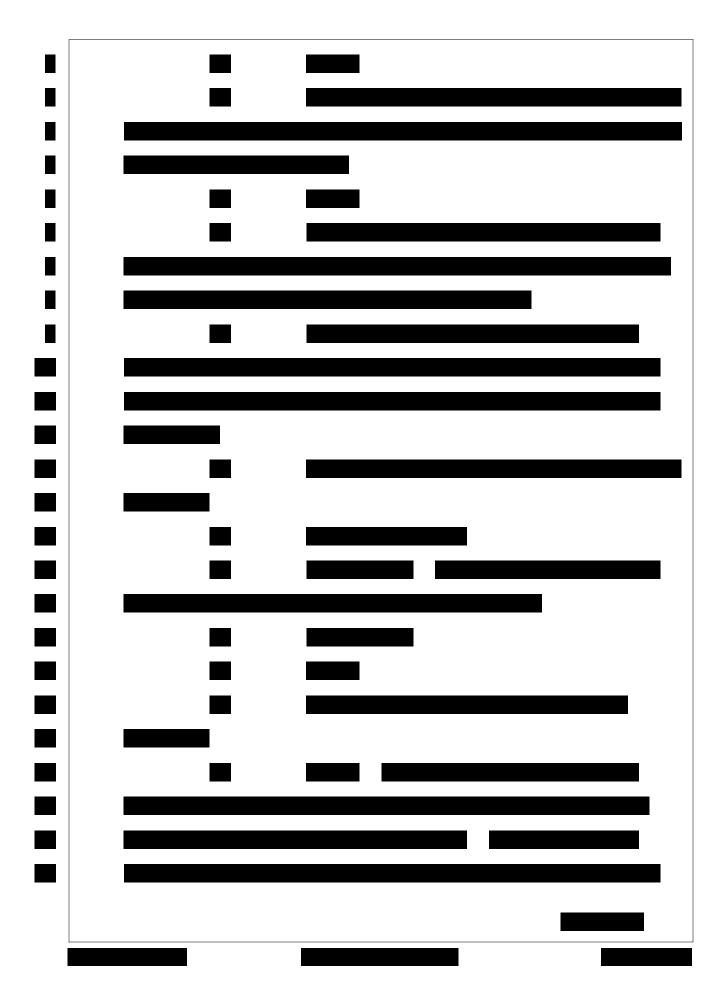
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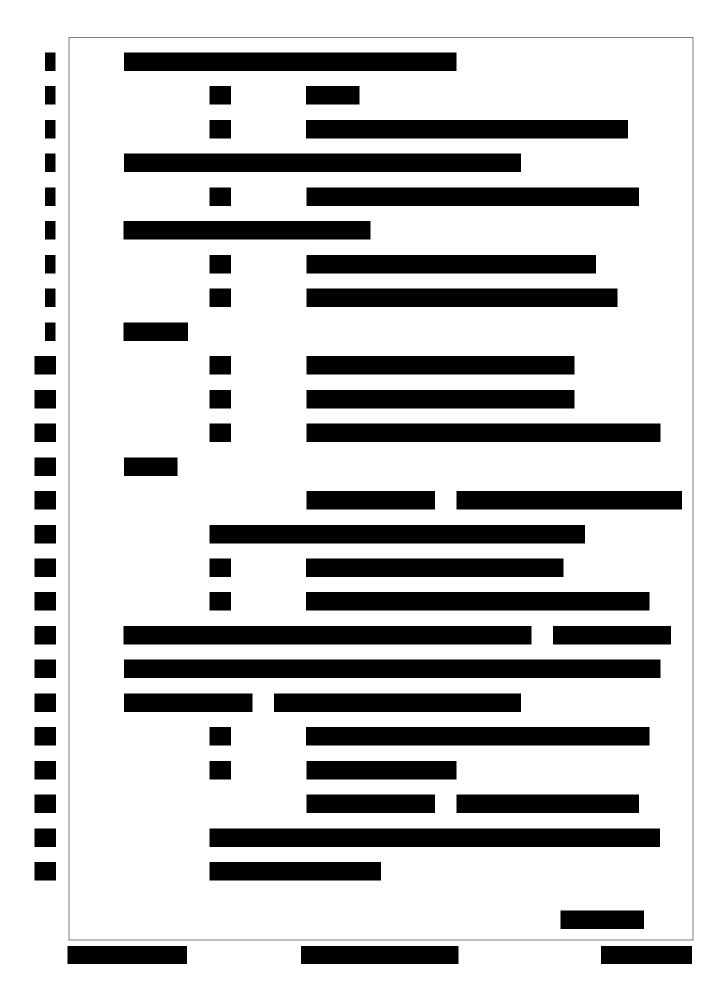
charge our other clients that we were already servicing. You know, it's one of those things, we already had agreements in place. We felt like the market would allow us to make a change to the cost of what we were charging, but we wouldn't go back and necessarily retroactively apply those new fees or charges because it required amendments to contracts and a lot of work and maybe not worth it. So I would just say different clients, depending on when they came on board, paid different rates, and also based on the amount of work that was required to do the work for their goods.

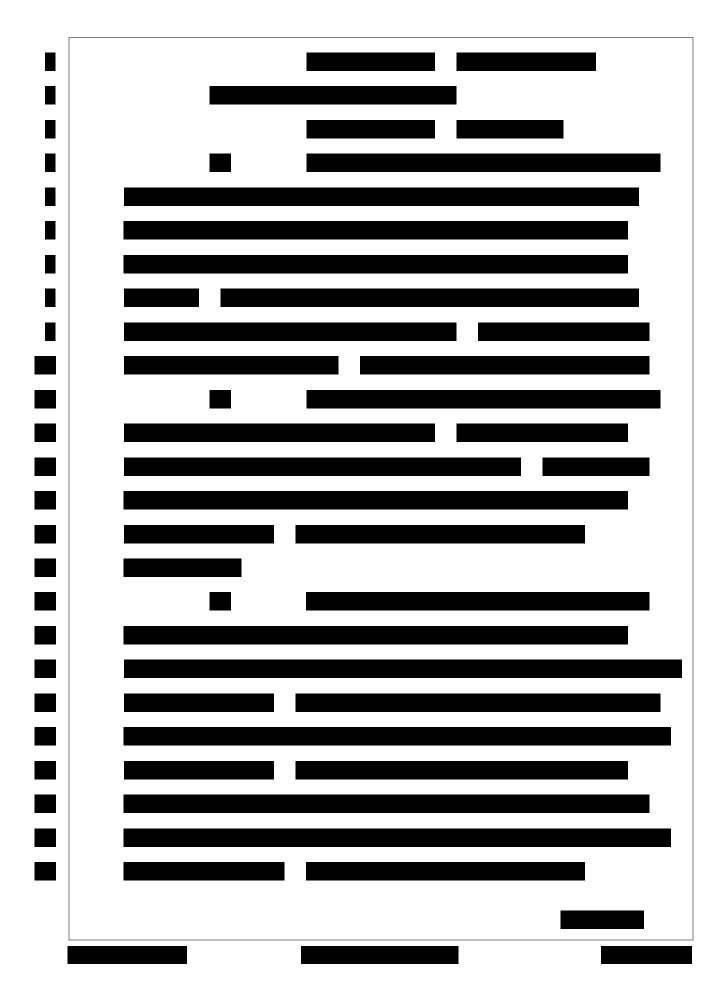
- Q. All right. So like the earlier clients kind of got the one rate that they were able to keep for longer before --
- A. For longer. We would eventually update them, but we didn't want to, every time we made a price change or price increase, have to go back and retroactively make all of those. We eventually updated, I think, all of the agreements to allow us to do that without a full amendment, to include LuckyGunner, to where we could do it through a notification that labor rates have changed, you know, other things have changed in the marketplace, so we would give a notification that we would be

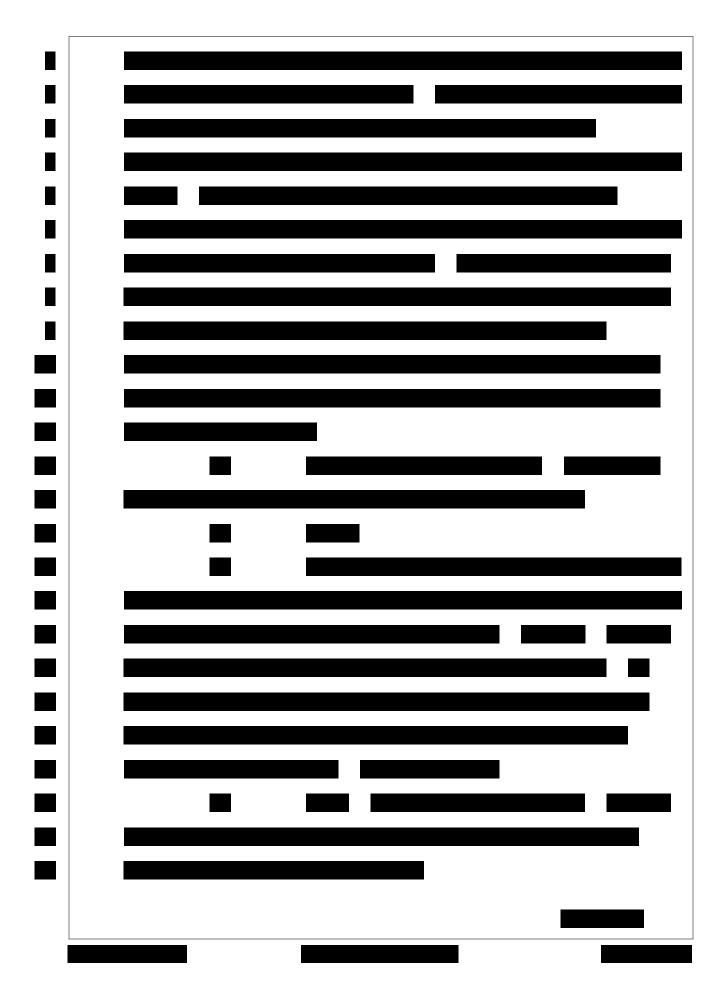
Τ	changing our prices in the future, but early on, it
2	was kind of a hassle because it required them to
3	agree to the rates formally, and it just wasn't
4	worth the squeeze sometimes.
5	Q. Let's see, so you said just now, I
6	think, that LuckyGunner's supply chain was a little
7	bit more complex?
8	A. It can be complex, yeah. It was
9	complex just in that, again, it was common for goods
L O	to arrive without us knowing they were going to
L1	arrive. That was not unusual. I would say it was
L2	complex, and we had other clients with similar
L3	complex supply chains, especially during the
L 4	pandemic when we didn't know what was showing up and
L5	when, but sure, it was a little more complex.
L6	Q. I'm just trying to understand. So
L 7	when you said unexpected goods, what was how did
L8	it come to be that they were just sort of like that
L9	they were unexpected?
20	A. Just like the date of delivery,
21	because the supplier wouldn't notify them that they
22	shipped them.
23	Q. Was that unique to the ammunition?
24	A. I wouldn't say it's unique, but it
25	was we had variations of both, you know, and even
	Page 138

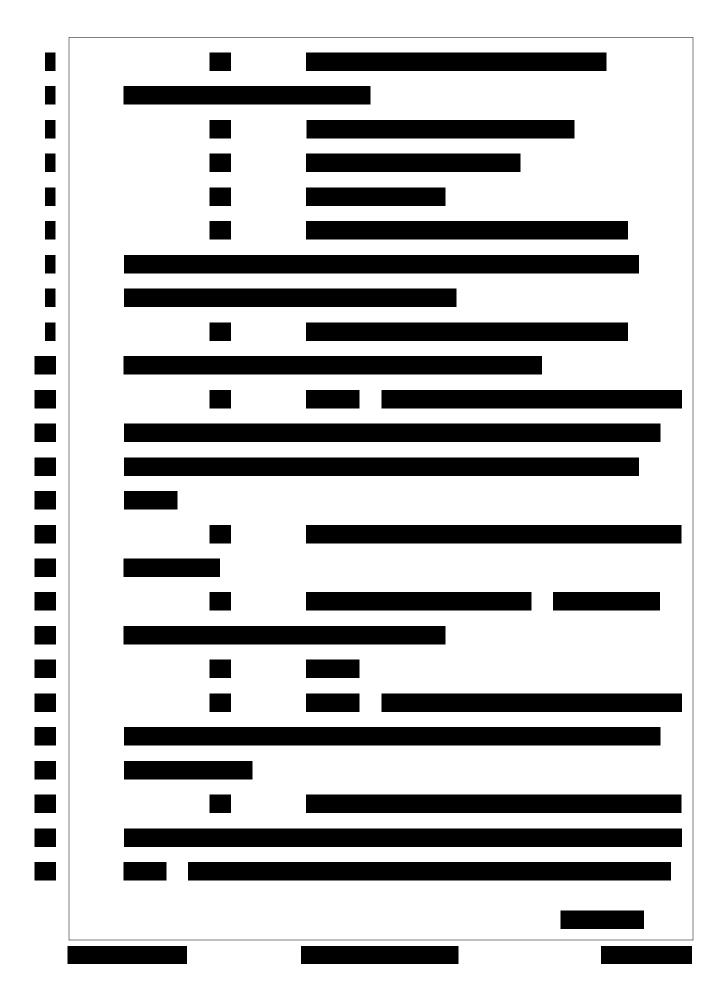
1 within clients, we had better -- some of our clients 2 that we worked with had some good suppliers and some -- I say good -- some hard to work with suppliers and some that would provide notifications. 4 So it varied within clients and then even client to 6 client. MS. THOMAS-JENSEN: Can we actually go really briefly off the record? I have a 8 9 question for Andy. (Off the record.) 10 11 MR. LOTHSON: Exhibit A would be Exhibit 11. 12 13 MS. THOMAS-JENSEN: All right. I'm 14 going to take off the first two pages of this, which are a letter. We don't need 15 16 them. Could I have you mark this as Exhibit 17 No. 11? I'll pass this to you, Andy.











	Q.	Have you ever traveled for busines
dev	elopment for	r Red Stag?
	Α.	I have.
	Q.	Where did you travel to?
	Α.	I've traveled to Chicago for a
tra	de show. I	traveled to Vegas for a trade show,
tra	veled to mea	et a potential client very early on i
Flo	rida. It's	one of the clients we were trying
to	I'd say	very early on, '16, '17, something
lik	e that, 2010	6, 2017. That's kind of it. We
did	n't a lo	t of our clients weren't based in the
Uni	ted States,	so we brought clients we would as
cli	ents to come	e visit us. They would want to see
our	facilities	more than we would want to go see
the	ir office.	
	Q.	Members of your business

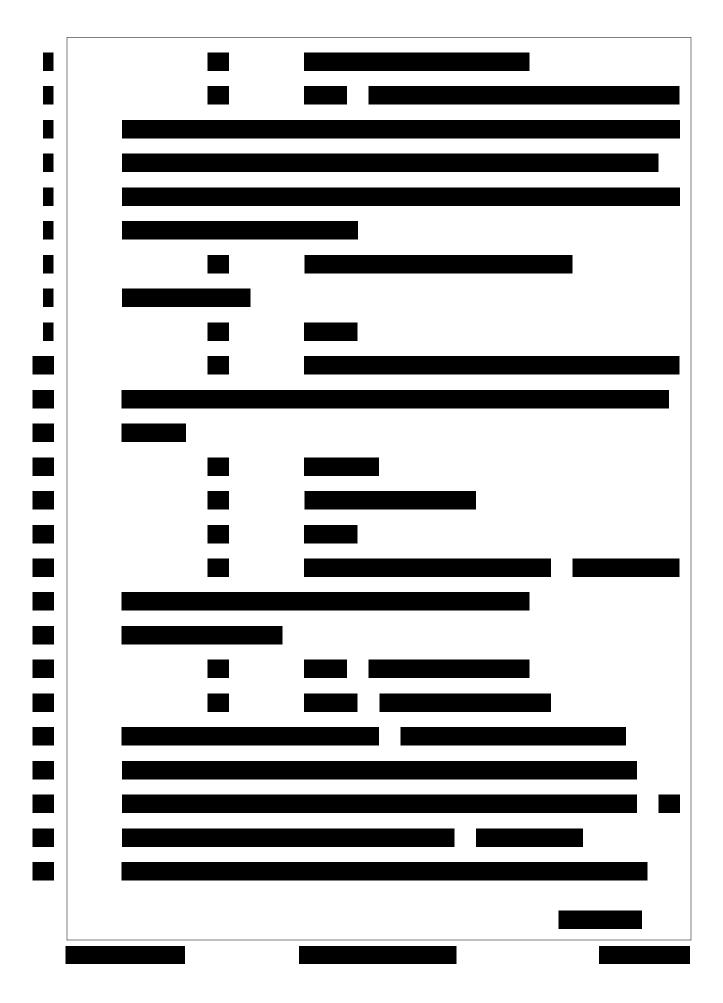
1	development staff, did they travel as well?
2	A. Yeah, they would. I mean, same
3	kind of thing. We didn't do a lot of travel other
4	than to trade shows or potentially to a large
5	client. A large potential client, early on, we may
6	make a trip for that.
7	Q. Do you recall other places that
8	people from the business development team
9	A. We didn't travel very much. Chris
10	was our only business development person for a long
11	time, and he started to build a team, and most of
12	our sales were what we called inbound sales, meaning
13	that we marketed and people would approach us
14	through marketing, because it was a way to find
15	clients that were actually struggling with their
16	fulfillment service provider and it allowed us to
17	identify, you know, good clients that way. So we
18	didn't do a lot of outbound sales.
19	Q. How did you market your services?
20	A. Mostly online, just through Google
21	ads and through our own website and then
22	occasionally through networking or through, you
23	know, a trade show event or something like that from
24	time to time, not frequently, but occasionally.
25	Q. Let's talk about each of those.

1	For Google ads, did you limit the geographical reach
2	of those Google ads?
3	A. I didn't manage that specifically,
4	personally.
5	Q. Do you remember what the ads
6	typically what search terms they were keyed to?
7	A. They would have been related to
8	e-commerce fulfillment, e-commerce 3PL, those kinds
9	of things.
L O	Q. And when you say networking is one
L1	way you marketed your services, what did that
L2	entail?
L3	A. Like I said before, maybe going to
L4	a trade show, e-commerce trade show, would be
L5	probably the example of that, try to meet people in
L6	the industry there.
L7	Q. I think I only have a little bit
L8	more, but I'd actually like to take a break and get
L9	some water and just make sure I'm not missing
20	anything.
21	(A break was held.)
22	BY MS. THOMAS-JENSEN:
23	Q. I'd like to talk about the
24	affidavit that you submitted in this case in
25	December of 2020. Do you recall it?

1	A. I recall submitting an affidavit.
2	Q. We'll get a copy of that, and this
3	will be marked Exhibit 12.
4	(Exhibit 12 Affidavit of Eric McCollom)
5	MS. THOMAS-JENSEN: Here you go,
6	Andy.
7	MR. LOTHSON: Thank you. What
8	number is this?
9	MS. THOMAS-JENSEN: Twelve.
10	Q. All right. So do you want to take
11	a few seconds to review it?
12	A. Sure. Do you want me to read the
13	whole thing or do you have specific areas you want
14	me to review?
15	Q. You know, I'll ask questions and if
16	you want to pause and look back at it, feel free.
17	How is that?
18	A. Let's do that.
19	Q. So in this affidavit, you affirm
20	that Red Stag only has facilities in Tennessee and
21	Utah?
22	A. That's correct.
23	Q. And there are no other places where
24	you have rented warehouse space?
25	A. Than Tennessee and Utah, that's
	Page 148

1	correct.
2	Q. Okay. How many employees did Red
3	Stag have at the time of this affidavit?
4	A. It's in here somewhere, isn't it?
5	It says 214.
6	Q. And where were they based at that
7	time?
8	A. They would have been in either the
9	Salt Lake area or Tennessee. We also did have we
LO	had one contractor or not contractor. She became
L1	full time Red Stag and she lived in Georgia.
L2	Q. Has Red Stag ever registered with
L3	Texas authorities to do business?
L 4	A. Not that I'm aware of, no.
L5	Q. Did Red Stag ever pay taxes in
L6	Texas?
L7	A. No.
L8	Q. Has Red Stag ever had employees or
L9	contractors in Texas?
20	A. During my tenure at Red Stag, we
21	did not have any employees, and to my best
22	recollection, which may not be accurate, I don't
23	believe we had any contractors either.
24	Q. Did Red Stag ever receive any
25	financing from an entity in Texas?

1	A. Financing, no, not that I'm aware
2	of.
3	Q. Has Red Stag ever owned or leased
4	property in Texas?
5	A. No.
6	Q. And ever banked in Texas?
7	A. No.
8	Q. What portion of Red Stag's business
9	is shipping to consumers in Texas?
10	A. I don't know, unless it's in here,
11	if that was pulled for you guys for some reason.
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L O	Q. Separate from the API interface
L1	that provides up-to-the-minute inventory data that
L2	then populates the LuckyGunner website, which we
L3	talked about before, so setting that aside, has Red
L 4	Stag ever provided information to LuckyGunner for
L 5	their website?
L6	A. I'm not very familiar with their
L7	website. Like I didn't visit it frequently. Things
L8	like our service level may have been I think it
L9	was advertised at one point in terms of like orders
20	placed by a certain time would ship today, but a lot
21	of our clients did that. So we had certain

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guarantees that, if orders were received by a

certain time, they would ship the same day. I

information, but again, that was typical of our

think, at times, they would provide that

1	clients. Other than that, the only thing that I
2	could think of would be something like that, that
3	would be specific to the services we provided for
4	them.
5	Q. Were you aware that there I'm
6	going to call it their countdown clock, that they
7	had a countdown clock on the website making this
8	offer, right?
9	A. Sure. Several of our clients do
10	that.
11	Q. Sure.
12	MR. LOTHSON: Objection to form.
13	Who is they?
14	MS. THOMAS-JENSEN: Thank you.
15	Q. So LuckyGunner has a website that
16	has a countdown clock.
17	A. Okay.
18	Q. And the countdown clock makes this
19	promise that you just kind of referred to, which is
20	that, if an order is placed by 3:00 p.m. on a
21	business day, it will be shipped out the next day or
22	the same day.
23	A. Same day.
24	Q. Thank you. Were you aware that, as
25	a part of that, LuckyGunner offers to pay a customer

1	\$100	if an order	is not shipped that same day?
2		А.	I vaguely recall that they would
3	make	that promise	e.
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13	0	Ι	see.	Did	Red	Stag	have	a	

Q. I see. Did Red Stag have a mechanism for providing LuckyGunner information about its processing times, like reports on how long it took to process orders?

A. The raw data would be available from the time -- like again, we had access to it, they would have access to it, but I never really looked specifically at LuckyGunner from the average time. We did not process orders first in, first out, in the truest sense, because it was based on where it was located in the warehouse, to be efficient. So the time from order placed to the time it shipped varied within the day. As long as

Page 155

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1	it went out the same day, we met our requirement,
2	and so we would report any misses, like pass/fails,
3	but we did not report average time that an order was
4	in the system unfulfilled.
5	Q. Thank you. So just focusing on
6	companies that were Red Stag clients from 2018 to
7	2020, were any of those companies based in Texas?
8	A. Not that I'm aware of, but I can't
9	say for sure, the time frame, and I don't know.
10	Q. All right. So I'd like to turn to
11	the two shipments that Red Stag made to Demetrius
12	Pagourtzis in March of 2018. Are you familiar with
13	that name?
14	A. I'm familiar through these
15	proceedings.
16	Q. All right.
17	MS. THOMAS-JENSEN: Krystan, could
18	I get 28 to 36? Are we at Exhibit 13, I
19	think? Lucky 13. I'll ask the court
20	reporter to mark these as Exhibit 13. It is
21	RSF 28 to 36.
22	(Exhibit 13 Order Details for March 2, 2018)
23	Q. So I'd actually like you to just
24	take your time and review this packet. I'll
25	represent to you this was provided by Red Stag's
	Page 156

1	attorneys to us.
2	A. Okay.
3	Q. Let me know when you've had a
4	chance to look through it.
5	A. Okay.
6	Q. So what are these documents?
7	A. These are order details from our
8	the order management and warehouse management system
9	that we operate from. We call it the back end
10	because our operators operate through a different
11	interface, but it's the same system.
12	Q. And what do they generally show?
13	A. The order details of the orders you
14	just asked me about.
15	Q. This is an order placed on March
16	2nd of 2018 by somebody named Demetrius Pagourtzis?
17	A. Yes, it appears so.
18	Q. All right. If I could turn your
19	attention to the second page, which is RSF 29.
20	A. Okay.
21	Q. Do you see the first entry there
22	that says March 2, 2018, 6:55:55 p.m., new, merchant
23	notification not applicable?
24	A. Right. So these were status
25	changes or things that were going on in the system.

1	So certain things would be required or be notified,
2	but some things weren't. I've never really paid
3	much attention to that note.
4	Q. What does it mean when it says
5	order fulfillment delay requested?
6	A. Where are you looking?
7	Q. So I'm referring to the very first
8	entry, under order fulfillment delay requested,
9	March 5th, 2018.
10	MR. LOTHSON: March 2nd.
11	THE WITNESS: Right.
12	MR. LOTHSON: Oh, excuse me.
13	A. So there is the potential for an
14	order to be requested to be held for some reason,
15	but what day of the week was this? I don't know.
16	Let me just say, I don't know what that specifically
17	means. I would be speculating right now to why
18	there would have been a delay, but
19	Q. When it says requested, who would
20	have requested it? Do you know?
21	A. Again, it could have been a system
22	request. It could have been automatically triggered
23	by something in the code. I'm trying to think of
24	what would have requested if it was a person,
25	you'll see out, like on the March 4th, March 5th

1	dates, if it was a specific human interaction or it
2	was the merchant's system that requested it. This
3	was a system that was kind of always being
4	developed, so sometimes it would put some like
5	interesting notes, but if it was a human or another
6	system, you'll notice it would actually make that
7	indication. So where there are names listed, that
8	would be a human. If it was a merchant request from
9	the merchant's system or merchant side, it would
10	have noted it. This looks like a request out of the
11	merchant's system that I don't really know why it
12	would have been requested or what the request was,
13	even.
14	Q. Thank you. The next line down says
15	something about an order allocated among one
16	warehouse using, quote, specific locked, close
17	quote, algorithm?
18	A. Yeah.
19	Q. What's that?
20	A. It's just because we ran multiple
21	warehouses at different times. It's just something
22	that the order it's part of like the code on the

A. It's just because we ran multiple warehouses at different times. It's just something that the order -- it's part of like the code on the back end that would just say it was locked to a specific warehouse for picking and packing purposes.

Again, a lot of times that may be -- frankly, I'm

Page 159

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1	not the I didn't write the code, so the specific
2	locked is when it would lock it to one of our
3	specific warehouses. We even had, at times, like
4	multiple sites within the same like same county or
5	something like that where we were growing or
6	scaling, if that makes any, so we might have two
7	warehouses with product from the same merchant being
8	fulfilled, and so if it needed to be locked to a
9	specific warehouse to keep multiple packages from
LO	going out, instead of a single package going out, or
L1	a single package versus multiple packages to reduce
L 2	the cost of the shipping, it was just something that
L3	the system a lot of times would run through and do
L 4	to lock it to a specific warehouse. I believe
L 5	that's what that means.
L6	Q. That's helpful. Thank you.
L 7	A. Uh-huh.
L8	Q. If I could ask you to turn to the
L 9	next page under shipping and handling.
20	A. Where are we at? Oh, over here.
21	Q. Yeah. I see that it says no
22	signature required. Is that something that
23	LuckyGunner or LGDC transmitted to Red Stag?
24	A. That's correct.
2.5	O Could Red Stag change that to

Τ	require an adult signature?
2	A. We were limited in our edits, and I
3	can't recall whether we had the authority. That's a
4	fee-based service, so we would not do that. We
5	wouldn't do it without a client requesting, but I
6	don't recall if we even had the technical authority.
7	There were some fields that wouldn't allow it
8	internally, but I don't know. I can't recall if we
9	could or couldn't do that manually. It was not a
L O	practice to do that, again, because fees were
L1	associated to that, to our clients, if we did, by
L2	the carrier, just to clarify.
L3	Q. I'm going to ask for this to be
L 4	marked Exhibit 14. It is RSF 37 to 45.
L5	(Exhibit 14 Order Details for March 13, 2018)
L6	MS. THOMAS-JENSEN: I'll pass this
L7	over to you.
L8	Q. All right. So could you just take
L 9	a look at this exhibit and
20	A. Sure.
21	Q tell me if you know what it is?
22	A. It appears to be the order details
23	of another order.
24	Q. This is the second order placed by
25	Demetrius Pagourtzis?
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	Page 161

1	A. It appears to be that, yes.
2	Q. On March 13th, 2018?
3	A. It appears that's true, yes.
4	Q. All right. So I'd like to draw
5	your attention to the second page of the packet, and
6	I see the same order fulfillment, delay requested.
7	Is there any reason to think that this is different
8	in any way from that phrase in that prior order?
9	A. No. It appears to just be a delay.
10	Looking at the timestamps, if you want me to
11	because they came in after our cutoff time. That's
12	why I asked what day of the week it was. This was
13	after the 3:00 p.m. cutoff time. It looks like all
14	this is doing is setting the target ship date to the
15	next business day. That's why I asked if March 2nd
16	was if that was a Friday, that would explain why
17	it was pushed to and it may not have been, but
18	why it would have been delayed to the 5th, which I
19	think is what it requested. Was March 2nd a Friday?
20	MR. LOTHSON: I believe it was.
21	A. Yeah, so that actually explains
22	what that is then, because we have that cutoff time
23	to be shipped same day. What this is doing is
24	resetting the ship date, the target ship date, to
25	the next day or the next business day.

1	Q. Does Red Stag not ship on the
2	weekends?
3	A. We don't guarantee shipments on the
4	weekends because the carriers don't provide the same
5	service levels and same number of pickups and as
6	late of pickups and those kind of things. So we do
7	ship on the weekends to just kind of stay ahead for
8	Monday, but we don't like orders that are placed
9	on Saturday, we don't guarantee that will go out on
10	Saturday, same as anything that comes in after the
11	cutoff time on Friday, we don't guarantee to be
12	shipped Saturday. We guarantee it to be shipped the
13	next business day. So that looks now that I've
14	looked at that enough, it appears that that is what
15	that is, because all it's doing is setting the
16	target ship day to the following day.
17	Q. That's helpful. Thank you. So if
18	I could ask you to turn to the third page of this
19	packet.
20	A. Okay.
21	Q. And looking, again, at the shipping
22	and handling information.
23	A. Okay.
24	Q. So the customer again requested no
25	adult signature?
	Page 163

- A. They don't request -- the default is no signature, no adult signature. The customer did not opt for that additional service.
 - Q. That's helpful. And it says overbox?
 - A. Correct.
 - Q. What's an overbox?

So an overbox is a service that's Α. provided by LuckyGunner to their customers that they can opt for. If there are multiple items on an order, it's going to be overboxed anyway, like co-packed into a single box, but some, like case counts of ammunition could hypothetically ship in their manufacturer's boxes, their manufacturer's So an overbox would be an optional service that a customer, a LuckyGunner customer, could elect for to provide additional protection just so it doesn't get damaged in transit, like we were talking about before, or for whatever reason they want it to be overboxed, but that's what that indicates. just sends a specific request to ensure that we overbox whatever is there. At times, I'm trying to look here, we could -- if there were items that had a lot of damage history, we could flag a SKU internally to the system to automatically apply

Page 164

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1	that, to provide that protection, and that was if
2	LuckyGunner had had, you know a damage in transit
3	enough to justify that additional cost, and they
4	wouldn't charge it back to the client or their
5	customer. That may be looking at this mix of
6	product, that may be what happened, but it's just an
7	indicator. It flags the packer to ensure that, if
8	they're not already using a standard box to put the
9	product into, that they do so.
10	Q. That would be like an unmarked box?
11	A. I mean, it's marked the same as any
12	other package that we ship that's not going out in
13	its manufactured packaging. It's got the same
14	shipping label on it. It's got the same labeling
15	for ORMD or limited quantity, depending on the time
16	frame.
17	Q. Okay.
18	A. So it's a brown box like all of the
19	boxes we shipped, that we packed things into that
20	weren't manufacturer's packaging.
21	Q. But I guess what I'm trying to
22	understand is, if a customer didn't want the
23	manufacturer's packaging to be visible for privacy
24	reasons, they would opt for an overbox?
25	A. They could. In this case, it was

1	not relevant because, looking at the product, they
2	were small retail package items and it would have
3	been overboxed regardless. It's a small, looks like
4	a five round pack of ammunition, two five round
5	packs of ammunition and one 25 round pack of
6	ammunition, so those are small. It would have
7	been it would have gone out in the same box
8	regardless of whether or not that flag was on there.
9	Q. I see. Did Red Stag institute any
L O	changes following the Santa Fe High School shooting?
L1	A. Like changes specifically as a
L2	result?
L 3	Q. Yes.
L4	A. There were no procedural changes
L5	that we felt were necessary, no.
L6	Q. So not even when Red Stag learned
L7	that it had shipped ammunition to an underage
L8	purchaser?
L9	MR. LOTHSON: Objection to form.
20	A. I mean, you're restating
21	correct. We already had what we felt were the
22	reasonable things in place. We did not change any
23	of our procedures.
24	Q. Did you communicate with
25	LuckyGunner about their methods of compliance?
	Page 166
	Page 166

1	A. We wanted to ensure we believe
2	they would have followed all the things that were
3	necessary legally, and so we inquired to confirm
4	that and to ask if everything was done as what was
5	required, and we were advised that they had and that
6	they had reviewed it and that it was tragic and like
7	terrible, but it was they had done everything
8	that was required of them to do so.
9	Q. Were you in that conversation?
10	A. I mean, we had a conversation just
11	to ensure that everything was done by the you
12	know, done as it was supposed to be, and there was
13	a I'm trying to remember if there was a specific
14	conversation. I don't recall necessarily a specific
15	conversation, but once it was I don't recall the
16	specific conversation, but I do know we had a
17	conversation just to ensure that everything was done
18	the way it was supposed to be.
19	Q. And do you remember who you had
20	that conversation with?
21	A. I don't.
22	MR. LOTHSON: I'll object only to
23	the extent there were lawyers involved or
24	legal advice discussed, legal
25	communications, privileged information. I

1	would instruct the witness not to discuss or
2	divulge that type of information.
3	THE WITNESS: So when it was
4	initially, you know are you advising me
5	to or to not? I'm sorry.
6	MR. LOTHSON: She can explore it a
7	little bit, but to the extent it's going to
8	involve legal communications and
9	communications with counsel, I think that
10	would be a disclosure of privileged
11	information. I would advise you not to
12	disclose that, and I don't think that's her
13	goal, but
14	A. I would say the lawyers were
15	involved, because we wanted to ensure there were
16	legal that all the legal requirements were met,
17	and once we were like advised that they were, then
18	we were satisfied that they had done what was
19	necessary, what was legally required.
20	Q. What did LuckyGunner say they had
21	done to meet that legal requirement?
22	A. That they had asked, through the
23	checkout process, for verification or for
24	confirmation of age, affirmation of age to be able
25	to make the purchase legally, and that they had

1	received that from the purchaser.
2	Q. So you're referring to like a check
3	box?
4	A. I don't know exactly the mechanism,
5	but like a check box maybe, a statement affirming
6	they are legally purchasing the ammunition and that
7	they had positively affirmed that.
8	Q. And that was the
9	A. They, being the purchaser.
10	Q. Sure. And that was the only
11	compliance mechanism that LuckyGunner told you
12	about?
13	A. That I recall, other than for
14	that state. I mean, there are other compliance
15	steps to make sure it was legal to ship. So I think
16	you had asked about an underage person. So I
17	specifically called out the age requirement, but
18	it's my understanding that there are several checks
19	just coded into their system to verify that the
20	location that it's shipping to can be shipped to,
21	that it meets all the legal requirements, not just
22	the age one.
23	Q. Do you know what any of the other
24	things are besides like the location and the age
25	check box?

1	A. I don't know all of the specifics.
2	Again, it's the requirement of the client, not just
3	LuckyGunner, but all of our clients to be in
4	compliance before they pass the order into our
5	system, before the order comes in. So it's our
6	expectation that they've done all the necessary
7	checks, but I believe local, state, federal
8	regulations are all checked as it's relevant to the
9	order and before it's passed into our system.
LO	Q. Other than shipping to Demetrius
L1	Pagourtzis, has Red Stag ever shipped ammunition to
L2	a minor in Texas?
L3	A. I'm not aware, no.
L 4	Q. Has Red Stag ever shipped
L5	ammunition to another prohibited purchaser in Texas?
L6	A. I mean, that would require me to
L7	speculate. We would not knowingly do that, and I
L8	don't believe that we would have done that. We
L9	certainly wouldn't have done it knowingly, so I
20	don't know. My answer is no, as far as I know.
21	Q. Has Red Stag ever shipped
22	ammunition to an individual who used it to commit a
23	shooting in Texas besides Demetrius Pagourtzis?
24	A. Not that I'm aware of.
25	Q. You never received subpoenas from
	Page 170

1	other law enforcement officers in Texas?
2	A. I have not.
3	Q. I think the only last question I
4	have is actually just a formality. Since you are
5	not a current employee of Red Stag, which I didn't
6	know until this morning, were you offered anything
7	to appear today?
8	A. I'm being just compensated at the
9	same rate I was compensated as an employee to be
10	here.
11	Q. And what's that rate?
12	A. It's around \$155 per hour.
13	Q. And who is paying that?
14	A. Red Stag Fulfillment would pay
15	that.
16	Q. All right.
17	MS. THOMAS-JENSEN: I think that's
18	all the questions I have, Andy.
19	MR. LOTHSON: Yeah, I think that's
20	all the questioning then for the day. We'll
21	take a copy, read and sign, and then we'll
22	discuss off the record the confidentiality
23	aspects. A lot of confidential documents
24	have been discussed here today, some not,
25	some not, and there's some testimony
	Page 171

1	stemming from that, so we'll cover that
2	process with you off the record.
3	FURTHER THIS DEPONENT SAITH NOT
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	Page 172

1	REPORTER'S CERTIFICATE
2	STATE OF TENNESSEE:
3	COUNTY OF KNOX:
4	I, Sara M. Smith, LCR #258,
5	Licensed Court Reporter, in and for the State of
6	Tennessee, do hereby certify that the above
7	deposition was reported by me and that the foregoing
8	173 pages of the transcript are a true and accurate
9	record, to the best of my knowledge, skills, and
10	ability.
11	I further certify that I am not
12	related to nor an employee of counsel or any of the
13	parties, nor am I in any way financially interested
14	in the outcome of this case.
15	I further certify that I am duly
16	licensed by the Tennessee Board of Court Reporting
17	as a Licensed Court Reporter, as evidenced by the
18	LCR number and expiration date following my name
19	below.
20	
21	
22	
23	Sara Smith
	Sara M. Smith, LCR #258
24	Expiration Date 6/30/2024
25	

1	Andrew Lothson
2	alothson@smbtrials.com
3	July 5, 2022
4	RE: Yanas v. Pagourtzis
5	7/1/2022, Eric McCollom (#5281629)
6	The above-referenced transcript is available for
7	review.
8	Within the applicable timeframe, the witness should
9	read the testimony to verify its accuracy. If there are
L O	any changes, the witness should note those with the
11	reason, on the attached Errata Sheet.
12	The witness should sign the Acknowledgment of
13	Deponent and Errata and return to the deposing attorney.
L 4	Copies should be sent to all counsel, and to Veritext at
15	erratas-cs@veritext.com.
16	
L 7	Return completed errata within 30 days from
18	receipt of testimony.
19	If the witness fails to do so within the time
20	allotted, the transcript may be used as if signed.
21	
22	Yours,
23	Veritext Legal Solutions
24	
25	

Yanas v.	Pagourt	zis		
Eric McC	ollom (#5	5281629)		
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Eric McC	ollom			Date
				Page 17!
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1	Yanas v. Pagourtzis
2	Eric McCollom (#5281629)
3	ACKNOWLEDGEMENT OF DEPONENT
4	I, Eric McCollom, do hereby declare that I
5	have read the foregoing transcript, I have made any
6	corrections, additions, or changes I deemed necessary as
7	noted above to be appended hereto, and that the same is
8	a true, correct and complete transcript of the testimony
9	given by me.
10	
11	
12	Eric McCollom Date
13	*If notary is required
14	SUBSCRIBED AND SWORN TO BEFORE ME THIS
15	, DAY OF, 20
16	
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19	NOTARY PUBLIC
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21	
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	Page 176

Texas Rules of Civil Procedure

Part II, Section 9, Evidence and Discovery

Rule 203

203.1 Signature and Changes.

- (a) Deposition transcript to be provided to witness. The deposition officer must provide the original deposition transcript to the witness for examination and signature. If the witness is represented by an attorney at the deposition, the deposition officer must provide the transcript to the attorney instead of the witness.
- (b) Changes by witness; signature. The witness may change responses as reflected in the deposition transcript by indicating the desired changes, in writing, on a separate sheet of paper, together with a statement of the reasons for making the changes. No erasures or obliterations of any kind may be made to the original deposition transcript. The witness must then sign the transcript under oath and return it to the deposition officer. If the witness does not return the transcript to the deposition officer within 20 days of the date the transcript was provided to the witness or the

witness's attorney, the witness may be deemed to have waived the right to make the changes.

- (c) Exceptions. The requirements of presentation and signature under this subdivision do not apply:
- (1) if the witness and all parties waive the signature requirement;
 - (2) to depositions on written questions; or
- (3) to non-stenographic recordings of oral depositions.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES

ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1,

201Ï. PLEASE REFER TO THE APPLICABLE STATE RULES

OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT E

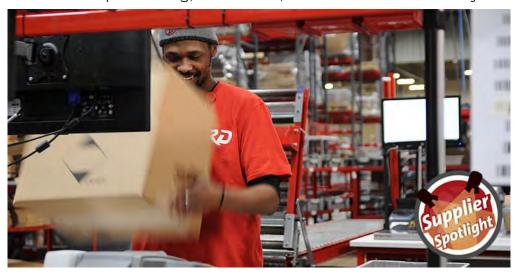


OPERATIONS » SHIPPING & FULFILLMENT

How Red Stag Breaks the Rules of Ecommerce Fulfillment

By Chris Molitor

Most 3PLs expect to make mistakes. Red Stag guarantees that it won't, with fast inbound processing, zero losses, and 100% order accuracy.



This article is sponsored by Red Stag Fulfillment.

This post is by Chris Molitor, Vice President for Business Development at Red Stag Fulfillment.

In early January 2013, two ecommerce entrepreneurs stepped gingerly around piles of packing material in the fulfillment warehouse they had hired to ship their products. Their Christmas season had been a disaster, with orders shipped late, packages mis-shipped, and inventory lost.

The owners had come to the fulfillment warehouse in person to do something that most ecommerce businesses do in January: assess what went wrong during the busiest time of the year, the holiday sales season that can make or break an online retailer.

When they walked into the warehouse, they immediately saw the problem. The main floor was a mess. The employee breakroom was filthy. Employee morale was low.

Their ecommerce startup was growing fast, but the entrepreneurs knew they couldn't sustain their growth without reliable order fulfillment. So, they decided to create their own fulfillment company. In the spring of 2013, they launched Red Stag Fulfillment.

Contents [hide]

A New Kind of Fulfillment Warehouse

Assessing Your Holiday Order Fulfillment: 6 Essential KPIs

- 1. Accurate Picking, Packing, and Shipping
- 2. Reduced DIM Weight Means Lower Shipping Costs
- 3. Fast Processing
- 4. Fast Shipping
- 5. Accurate Inventory
- 6. Zero Shrinkage

More Warehouse Services

The Warehouse Floor After Christmas 2018

A New Kind of Fulfillment Warehouse

When Red Stag's president, Eric McCollom, started with the company in early 2013, he and the first few employees built an <u>ecommerce fulfillment</u> company from scratch. That enabled them to create a different kind of fulfillment center, one that would meet the high standards of the founders.

To McCollom, that meant treating employees like family and, in return, getting a loyal and dedicated workforce, willing to go the extra mile for Red Stag's clients every day. It meant setting up processes, building custom software, and crafting customer <u>order guarantees</u> that allow Red Stag to do something no other logistics provider does: pay customers every time there's a mistake.

Assessing Your Holiday Order Fulfillment: 6 Essential KPIs

When you examine your 2018 holiday season fulfillment operations, your lessons learned can guide you to a more prosperous 2019. As you review the ecommerce equivalent of the Big Game, you might want to ask yourself whether your fulfillment center was able to provide all the services you want and need to grow your business. Where were there 50-yard passes and where did your 3PL provider fumble the ball? The answers to these questions will help you shape your fulfillment strategy in 2019.

Red Stag has put together its <u>Fulfillment Company Questionnaire</u> to help you assess your outsourced order fulfillment operations. Here are six key performance indicators (KPIs) in fulfillment to consider as you play Monday morning quarterback to your holiday season.



1. Accurate Picking, Packing, and Shipping

When an order ships incorrectly because someone mis-packed a box or mixed up a label, solving the problem can turn into a customer service headache and cost you money.

Red Stag has a fix for that: if an order ships wrong, the company will pay for the shipping to fix the mistake and <u>pay you \$50</u> to compensate for the hassle. Red Stag's low error rate (one in 15,000 orders) means customers rarely have to take them up on their guarantee.

What was your rate of mis-packs and mis-ships in 2018? How much did those mistakes cost you in additional shipping, replacement products, and employee time? How can you work with your fulfillment center to do better in 2019?

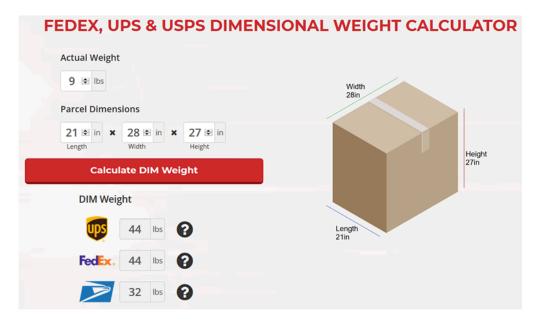
2. Reduced DIM Weight Means Lower Shipping Costs

Major carriers such as FedEx and UPS calculate shipping costs based on the zone (how far you're shipping a package) and the DIM weight: the dimensions of the box compared with the weight of the box.

Generally, if your box is small and lightweight, your DIM weight will be the same as your actual weight. If the box is quite big, your DIM weight will be greater than the actual weight and your shipping costs will increase. One of the best ways to reduce the cost of shipping is to minimize your DIM weight.

Red Stag uses a cutting-edge packing machine that analyzes each order and creates a custom box to perfectly fit the products that will be shipped. This reduces the chances of damage during shipping, because products are less likely to move around inside the package. It is good for the environment, because it reduces the amount of packaging and filler needed in each box. It's also good for your bottom line, because it reduces shipping costs.

You can estimate shipping charges for different packages with Red Stag's handy DIM weight calculator.



How has your 3PL provider helped you lower your shipping costs? Would your business benefit from expert guidance about how to reduce your shipping costs?

3. Fast Processing

There's nothing worse than hustling to get stock to your fulfillment warehouse so you won't run out of inventory in your online shop only to have your products sit on a loading dock for days before they get logged in and placed on the warehouse shelves.

To combat this problem, Red Stag created a 48-hour turnaround guarantee: once a client's products arrive in the Red Stag warehouse, they will be logged into inventory and placed on the shelf within two days. If not, we will pay our client \$50.

How quickly, on average, did your fulfillment warehouse process new inventory shipments? Were any shipments temporarily lost on the loading dock? Did you miss sales opportunities because of delays in processing your inventory?

4. Fast Shipping

As in so many other aspects of fulfillment, Amazon has led the industry in fast shipping, making two-day delivery an industry standard. One of the best ways to improve your fulfillment performance and lower shipping costs is to evaluate the time it took for your orders to ship and make sure your outsourced fulfillment is in the best location to reach your customers.

In order to offer its clients fast shipping, Red Stag needed to be able to ship to almost everyone in the US in two days or less. To do this, the company expanded from its original location in Knoxville, TN, to a second warehouse in Salt Lake City, UT.



Red Stag clients who split their inventory between the two warehouses can ship to 97% of US residents in two days or less. Within three days, their orders reach 99.9% of the country.

Strategic fulfillment warehouse locations have a second benefit for ecommerce sellers. They reduce the cost of shipping because orders travel through fewer zones to reach the customers.

Is your fulfillment warehouse in the best location to offer fast shipping to most of your customers? If you ship across the US, or even internationally, do you have inventory in multiple fulfillment warehouses to better reach your customers?

5. Accurate Inventory

When you outsource your fulfillment, having a clear picture of what's on the shelves of your fulfillment warehouse is crucial to your success. If an item isn't recorded in inventory, it's dead weight, taking up space without the potential to generate income. Even worse, if your inventory includes ghost products that aren't actually on the shelves, your customers could place orders you can't fill.

Red Stag has addressed the challenge of accurately tracking the thousands of items that flow in and out of its warehouses by creating custom software to track each product from the loading dock to the shelf to the package with a guarantee of 100% accuracy.

How well were you able to coordinate your online orders with your fulfillment center's inventory system? Did your fulfillment warehouse provide a dashboard that was easy to use? Were your remote inventory numbers correct, or did you experience glitches because of inventory mistakes?

6. Zero Shrinkage

Shrinkage is a fancy term for "we don't know what happened to your stock." It might have been broken, stolen, or simply shoved to the back of a shelf and lost. Most fulfillment providers have a shrinkage allowance. In other words, they can lose or break a portion of your stock, and you have to pay for it. Shrinkage allowances can range anywhere from 2% up to 10%.

Red Stag has a solution to this problem: the zero shrinkage allowance. If one of your products gets lost or broken after it arrives at the Red Stag warehouse, they will reimburse you for the cost of the item.

What was your shrinkage rate at your fulfillment warehouse in 2018? How did that loss affect your bottom line?

More Warehouse Services

Your fulfillment provider can do more than store inventory for you and ship orders. A good fulfillment warehouse will become your business partner, offering add-on services that allow you to increase sales and profits.

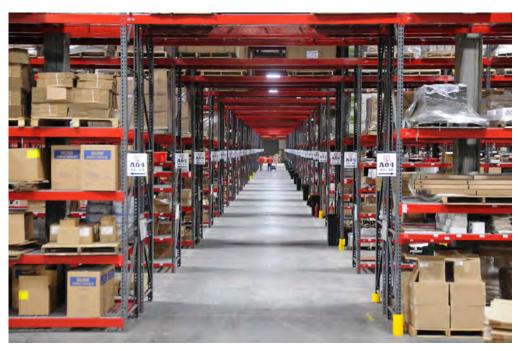
Red Stag's business model ties the success of the fulfillment center on the success of its clients. If clients sell more and make more profit, Red Stag makes more money too. That's why the company is always looking for ways to provide better services to its clients.

One great example of this is <u>kitting</u>. Kitting solves a problem for ecommerce customers because everything they need to make the perfect gift or compliment a purchase is together in one convenient SKU. You don't have to kit your items before they get to the fulfillment center – Red Stag can do that for you.

Customization is another warehouse service that saves you time and money. If you sell mailboxes, for example, you need to add a custom address at the last minute. If your fulfillment center can do that customization, it's one less task you have to worry about. Customization could include monogramming, embroidery, and more.

Does your fulfillment center provide all the add-on services you need to grow your business?

The Warehouse Floor After Christmas 2018



The first weeks of January 2019 at Red Stag Fulfillment's warehouses were very different from the disorganized scene the founders had discovered at their previous fulfillment warehouse. The bustling activity of December had died down, but business was still brisk, processing holiday returns and sending out new orders.

The floor was orderly, as always – no packaging strewn around. The breakroom was clean, too. Workers – who call themselves "The Herd" – stopped in for a cup of coffee and shared jokes with each other, proud to have made it through another successful holiday rush and looking forward to a busy year.

The fulfillment provider that Red Stag's founders dreamed of six years ago is thriving and growing. It has succeeded beyond what even they could have dreamed up when they first said to themselves, "There has to be a better way to do order fulfillment."

At the outset, the founders just wanted access to a reliable 3PL provider so they could grow their businesses. Over time, as Red Stag's reputation for unmatched accuracy and customer service grew, the fulfillment operation became one of their most successful enterprises. Red Stag's customer guarantees, which are some of the best in the fulfillment industry, make it easy to understand why.

Find out more about Red Stag's order fulfillment services.

This post was by Chris Molitor, Vice President for Business Development at Red Stag Fulfillment, and was sponsored by Red Stag.

Posted on January 21, 2019

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EXHIBIT F

1	DEPOSITION OF CHRIS MOLITOR
2	July 1, 2022
3	
	CAUSE NO. CV-0081158
4	
5	ROSIE YANAS and CHRISTOPHER) COUNTY COURT AT LAW
	STONE, individually and as)
6	next friends of CHRISTOPHER)
	JAKE STONE)
7)
	Plaintiffs,)
8) GALVESTON COUNTY,
	v.) TEXAS
9)
	ANTONIOS PAGOURTZIS and ROSE)
10	MARIE KOSMETATOS)
)
11	Defendants.) COURT NO. 3
12	
13	APPEARANCES:
14	FOR THE PLAINTIFFS-INTERVENORS
	ABDUL-AZIZ and FARAH NAZ:
15	
	Molly Thomas-Jensen, Esq.
16	Krystan Hitchcock, Esq.
	EVERYTOWN LAW
17	450 Lexington Avenue
	P.O. Box 4184
18	New York, New York 10017
19	FOR RED STAG FULFILLMENT:
20	Andrew A. Lothson, Esq.
	SWANSON, MARTIN & BELL
21	330 N. Wabash
	Suite 3300
22	Chicago, Illinois 60611
23	ALSO PRESENT: Todd Fulks, Esq.
24	T.J. Harker, Esq.
25	Briton Collins, Esq.
	Page 1

1	INDEX	
2	EXAMINATION BY:	PAGE NO.
3	MS. HITCHCOCK	4
4	EXHIBITS	
5	EXHIBIT DESCRIPTION	PAGE NO.
6	Exhibit 15 At-Will Employment Agreement	14
7	Exhibit 16 Agreement and Assumption of	17
	Employment Agreements	
8		
	Exhibit 17 First Amendment to the At-Wil	1 19
9	Employment Agreement	
10	Exhibit 18 Chris Molitor's LinkedIn Acco	unt 33
11	Exhibit 19 Article, "How Red Stag Breaks	the 40
	Rules of E-Commerce Fulfillme	nt"
12		
13		
14		
15		
16		
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		Page 2

STIPULATIONS

The deposition of CHRIS MOLITOR, herein, called at the instance of the Plaintiffs, taken pursuant to all rules applicable to the Texas Rules of Civil Procedure, and taken by agreement on the 1st day of July, 2022, at the offices of Eldridge & Blakney, 400 West Church Avenue, Suite 101, Knoxville, Tennessee, before Sara M. Smith, Court Reporter and Notary Public in and for the State of Tennessee pursuant to stipulation of counsel.

It being agreed that Sara M. Smith, Court
Reporter and Notary Public, may report the
deposition in machine shorthand, afterwards reducing
the same to typewriting.

All objections, except as to the form of the question and responsiveness of the answer, are reserved to on or before the hearing.

It being further agreed that all formalities as to notice, caption, certificate, transmission, etc., excluding the reading and signing of the completed deposition of the witness and the signature of the witness, are expressly waived.

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Page 3

1	CHRIS MOLITOR,
2	having been first duly sworn, was examined and
3	deposed as follows:
4	EXAMINATION
5	BY MS. HITCHCOCK:
6	Q. I am introductions for the
7	record, I'm Krystan Hitchcock with Everytown Law on
8	behalf of the parents of Sabika Aziz Sheikh. I'm
9	joined by my colleague, Molly Thomas-Jensen, who I
10	think you've met.
11	A. Uh-huh.
12	Q. I think you know everybody else in
13	the room.
14	A. Yes.
15	Q. Okay.
16	MR. LOTHSON: I can introduce
17	myself for the record. Andrew Lothson, here
18	on behalf of Red Stag, and the same
19	gentlemen that joined us this morning are
20	also present.
21	Q. Have you ever been deposed before?
22	A. No.
23	Q. Okay. So I'm just going to go over
24	some ground rules to make sure we get a clean
25	record.

1	A. Uh-huh.
2	Q. The most important thing is that
3	you understand the question that I'm asking and that
4	you give accurate answers. So if you don't
5	understand something that I'm asking, please let me
6	know.
7	A. Oh, yeah, okay.
8	Q. And you understand that you are
9	under oath and are required to testify truthfully
10	and accurately?
11	A. Yes.
12	Q. And the court reporter is writing
13	down everything that you and I say, so it's
14	important that our answers be verbal, so no nodding
15	and shaking.
16	A. Yes.
17	Q. And if you could speak slowly and
18	clearly, and if we could agree to not talk over each
19	other, which is very tempting when you see where I'm
20	going with a question, but if you could do your
21	best. Is that
22	A. Yes.
23	Q. Okay. And if you need a break,
24	please let me know. You know, I will ask that, if
25	I've asked a question, that you answer it before we
	Page 5

1	take a break, and I do plan on taking regular
2	breaks, but if you need a break, just let me know.
3	A. Okay.
4	Q. And Mr. Lothson may object to a
5	question that I ask you, but unless he advises you
6	not to answer well, you will have to decide what
7	you're going to do if that happens, but if he
8	objects, please still answer the question, which is
9	typical in a deposition.
10	A. Okay.
11	Q. He's objecting to note his
12	objection for the record.
13	A. Yes, understood.
14	Q. All right. Without telling me any
15	conversations any content of the conversations
16	that you had with any attorneys, how did you prepare
17	for today's testimony?
18	A. I met with Mr. Lothson and we
19	talked about my AWEA.
20	Q. Okay. Did you review any documents
21	in preparation for your testimony today?
22	A. Reviewed some documents like my
23	AWEA. I remember that.
24	Q. When you say AWEA, what are you
25	referring to?

Page 6

1	A. The AWEA, my at-will employment
2	agreement.
3	Q. AWEA?
4	A. Yes, I apologize, A-W-E-A. That
5	was the main on reviewing.
6	Q. Okay. Anything else?
7	A. No.
8	Q. Okay. Have you taken any
9	medication or substances that would affect your
10	ability to testify truthfully and accurately today?
11	A. No.
12	Q. And is there any reason you cannot
13	sit for this deposition today?
14	A. No.
15	Q. All right. So those are the ground
16	rules.
17	A. Okay.
18	Q. Did you previously work at Red Stag
19	Fulfillment?
20	A. Yes, I did. I'm sorry. I was
21	thinking about, it depends on the time.
22	Q. When was that?
23	A. I know I was let go September 14th,
24	2021.
25	Q. And when did you begin working at
	Page 7

1	Red Stag Fulfillment?
2	A. I began working for Red Stag
3	November 4th, 2013.
4	Q. Why were you let go?
5	A. I am not quite sure.
6	Q. Did you have any conversations
7	about that?
8	A. Dusty Holcomb, the CEO at the time,
9	had let me know that I was no longer with the
LO	company. It was a brief discussion. I can't
L1	remember everything that was discussed.
L2	Q. Okay. He didn't explain to you
L3	why?
L4	A. Not in great detail.
L5	Q. Where did you work before you
L6	started at Red Stag in November of 2013?
L7	A. Depends on the time.
L8	Q. Immediately before.
L9	A. Immediately before, I was not
20	employed.
21	Q. Okay. Where did you work where
22	was the last employment you held prior to working at
23	Red Stag?
24	A. Prior to Red Stag was Eli Lilly &
25	Company.
	Page 8

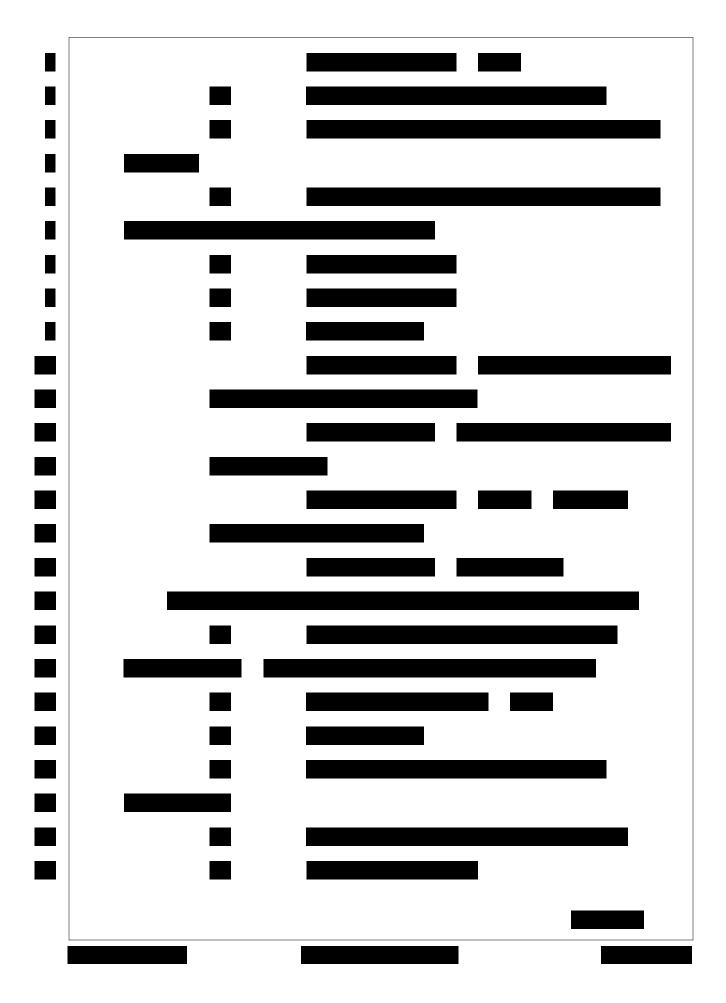
1	Q. And when did you leave Eli Lilly?
2	A. That was a layoff separation. I
3	believe the official date was maybe June 1, was the
4	official separation.
5	Q. Of 2013?
6	A. Yes, ma'am. I'm not quite sure.
7	Q. And were you recruited to come work
8	at Red Stag?
9	A. I was interviewed to come work at
10	Red Stag.
11	Q. What was the interview process?
12	A. Sit down, ask questions, just I
13	would say probably a typical interview process, get
14	an idea of what I was wanting to do, where I was
15	wanting to go, and likewise, me finding out about
16	the company, the opportunity, and what they were
17	looking to do.
18	Q. So you applied to work at Red Stag?
19	A. I did apply, yes.
20	Q. And who interviewed you?
21	A. Oh, man, Eric McCollom. I think
22	that was the I know Eric. As I sit here today,
23	that's all I can remember as far as the interview
24	process.
25	Q. Do you think there were multiple
	Page 9

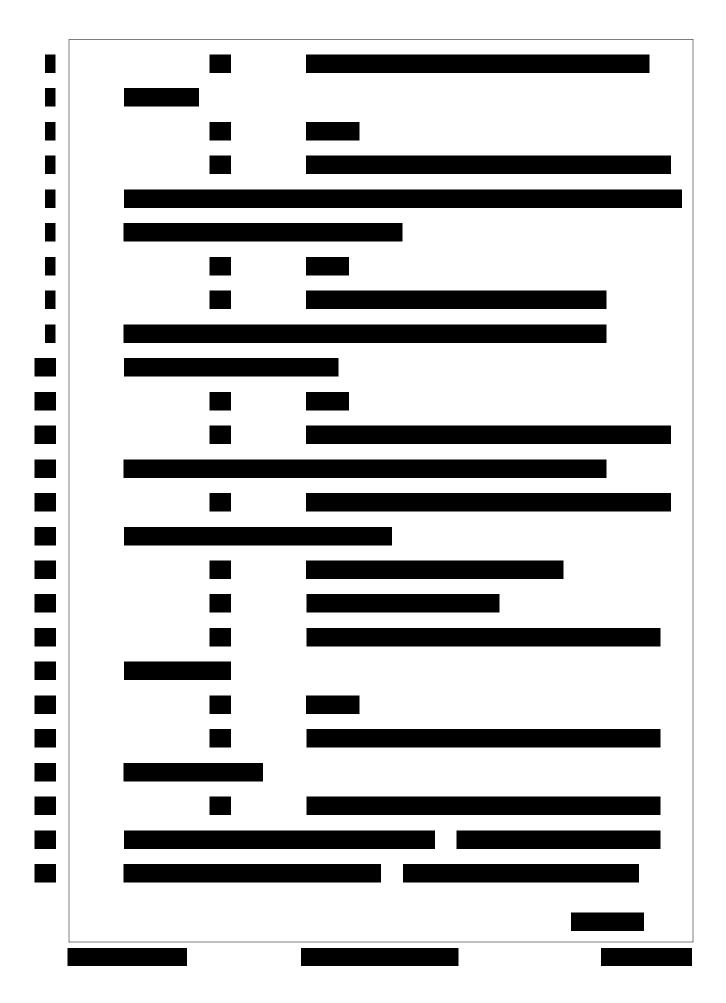
1	interviews?
2	A. Well, there was so say when I
3	did a tour of the facility, there were people that
4	were involved, and Lord knows if there's an
5	interview usually if anybody is around, there's
6	an interview going on in that respect, but I really
7	can't recall. I apologize, Krystan.
8	Q. Do you remember who was present for
9	your tour of the facilities?
10	A. Oh, wow. I would only be
11	speculating. I don't recall.
12	Q. Okay. What was your understanding
13	of the role that you interviewed for?
14	A. That it was develop a sales and
15	marketing strategy and go to market and a lot that's
16	entailed with that for Red Stag Fulfillment services
17	to bring on clients that needed fulfillment
18	services.
19	Q. When you say a lot that's entailed
20	with that, can you tell me more about what you mean?
21	A. So primary services of Red Stag is
22	to provide receiving and warehousing, pick, pack,
23	ship, maybe some value add type scenarios, but it's
24	to go to find potential clients that would want that
25	service

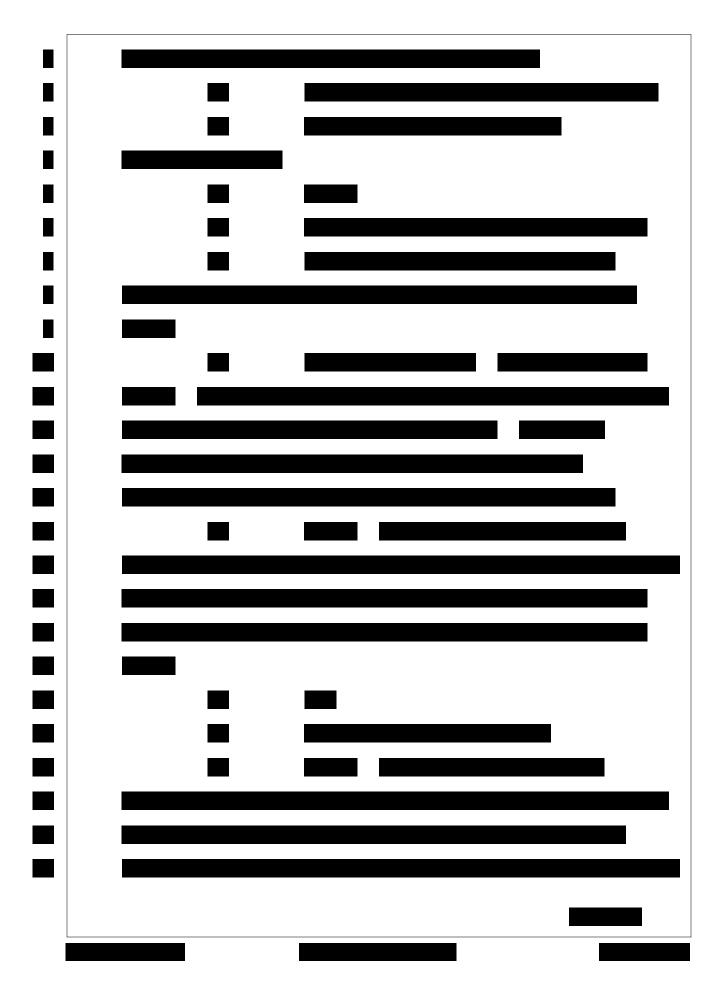
1	Q. Okay.
2	A or those services. So that's
3	what I mean.
4	Q. And did you sign a contract in
5	connection with your employment at Red Stag?
6	A. Depends on the time.
7	Q. When you began working at Red Stag
8	in November, 2013, did you sign a contract?
9	A. With Red Stag Fulfillment?
10	Q. Did you sign any contract?
11	A. I signed an at-will employment
12	agreement, yes.
13	Q. And who was that be?
14	A. BSS.
15	Q. Who is BSS?
16	A. The company I signed the agreement
17	with.
18	Q. Does BSS stand for Business
19	Services and Solutions, LLC?
20	A. I believe so.
21	Q. Okay. So we'll agree that when
22	we're saying BSS, that's what we referring to.
23	A. Okay.
24	Q. In November, 2013, you signed an
25	at-will employment agreement with BSS to begin

1	working at Red Stag?
2	A. Yes, to be assigned to Red Stag to
3	work.
4	Q. To be assigned to Red Stag?
5	A. Yes, ma'am.
6	Q. Why was the contract with BSS?
7	A. I don't know.
8	Q. Okay. What was your understanding
9	of why you were signing a contract with BSS and not
10	Red Stag?
11	A. That they were like a placement
12	agency that was used to provide services for Red
13	Stag.
14	Q. And what were you told about who
15	ran BSS?
16	A. BSS, I don't know, candidly.
17	Q. What were you told about BSS's
18	relationship to Mollenhour Gross?
19	A. It wasn't material, so I don't
20	know. I don't remember.
21	Q. You were told that the relationship
22	wasn't material?
23	A. No, no. To me, it wasn't material.
24	Q. I see.
25	A. Thank you for clarifying that.

1	Q. Any time. Were you told anything
2	about the relationship between BSS and LuckyGunner?
3	A. No.
4	Q. Were you told anything about the
5	relationship between BSS and Red Stag Fulfillment?
6	A. Just that it was the service that
7	was that I would be working under or contracted
8	through that provided the workers to be assigned to
9	Red Stag.
LO	Q. Okay. And what was your
L1	understanding of the services BSS provided to Red
L2	Stag Fulfillment?
L3	A. It was executive employment or
L4	not employment might not be the word, but
L5	executives to serve that company.
L6	Q. Okay. And you didn't know who the
L7	owners of BSS were?
L8	A. No.
L9	Q. You didn't know who the managers of
20	BSS were?
21	A. No.
22	MR. LOTHSON: Do we want to just
23	continue the numbering from the prior
24	deposition?
25	MS. THOMAS-JENSEN: Yes.





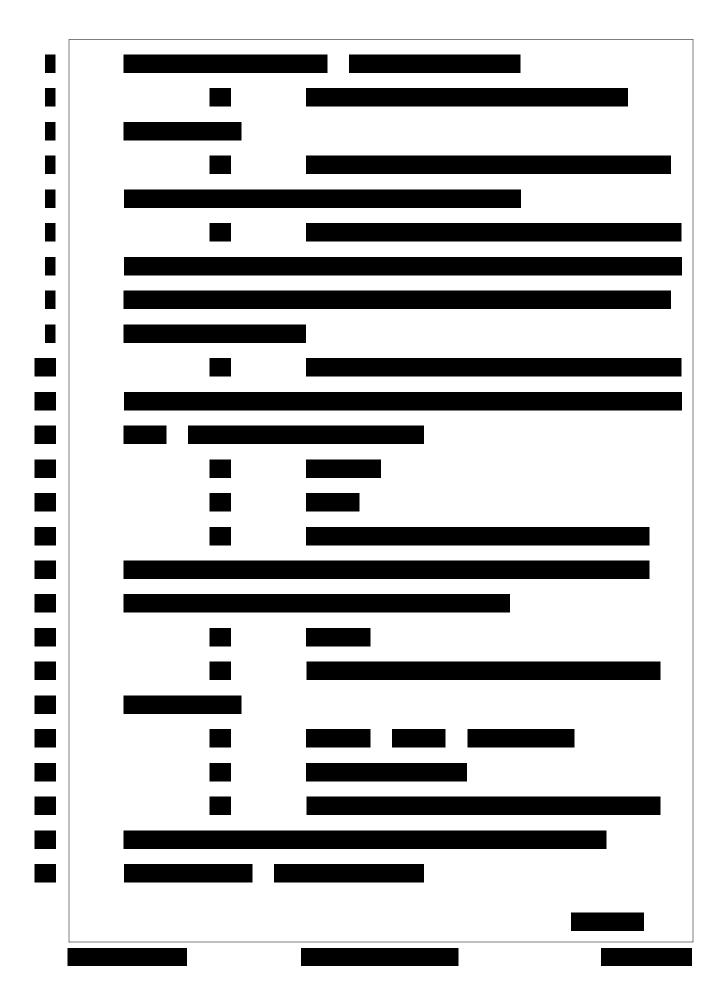


2	Q. Okay. When you worked at Red Stag,	
3	was BSS controlled by LuckyGunner?	
4	A. I couldn't answer that. I don't	
5	know.	
6	Q. Okay. So while you worked at Red	
7	Stag, you were employed by BSS?	
8	A. For a period. It depends on the	
9	time frame.	
10	Q. Okay. When did that change?	
11	A. I'm not sure. I can't remember	
12	exactly when that happened.	
13	Q. So there came a time when you	
14	worked at Red Stag and were not employed by BSS?	
15	A. Yes, ma'am.	
16	Q. This is 16.	
17	A. Are we done with this?	
18	Q. Yeah. You can keep it in front of	
19	you.	
20	A. Okay.	
21	Q. I may refer back to that.	
22	MR. LOTHSON: Thank you.	

15	Q. What is your memory of when you
16	were no longer employed by BSS?
17	A. Such as?
18	Q. When do you think that happened?
19	A. Oh, I do not know.
20	Q. Do you remember having any
21	conversations about it?
22	A. I remember it being Eric mentioning
23	it, and that, of course, we would have more forms
24	that we had to fill out as far as tax and those
25	types of forms, but that's it.
	Page 18

1	Q. And was it explained to you why
2	there was going to be a change in that employment
3	contract?
4	A. Not that I recall. As I sit here
5	today, I don't remember.
6	Q. To your knowledge, while you worked
7	at Red Stag, were there other employees that worked
8	at Red Stag that were employed by BSS?
9	A. There may have been.
10	Q. So while you worked at Red Stag for
11	a period of time, BSS paid your salary?
12	A. Correct. Yeah, I received my
13	compensation through BSS.
14	Q. And did there come a time when you
15	received your compensation from someone other than
16	BSS while you worked at Red Stag?
17	A. Red Stag Fulfillment, LLC.
18	Q. And you don't recall when you
19	started to receive your salary from Red Stag
20	Fulfillment?
21	A. No, I don't remember that.

```
This is very random. I don't think
 2
                 Q.
        I asked you to spell your name for the record.
 3
        Would you do that, please?
 4
                          Okay. My whole name?
 5
 6
                 Q.
                          Yes, please.
 7
                          Christopher, C-h-r-i-s-t-o-p-h-e-r,
                 Α.
        Martin, M-a-r-t-i-n, Molitor, M-o-l-i-t-o-r.
 8
9
                 Q.
                          Thank you.
10
                 Α.
                          You're welcome.
```



	=	
	_	
16	Q.	What is your understanding of when
17	Red Stag Fulfill	ment was formed?
18	Α.	As in?
19	Q.	When was the company created?
20	Α.	Sometime before I got there,
21	November 4th, 20	13.
22	Q.	Do you know how long before you got
23	there it was crea	ated?
24	Α.	No, ma'am.
25	Q.	So when you began working there,
		Page 22

1	you didn't have a sense of how old the company was?
2	A. I knew it was relatively new. It's
3	not something that had been around for decades or
4	anything by that stretch.
5	Q. What do you mean by relatively new?
6	A. Less than a year or two.
7	Q. Less than a year or two, okay.
8	Where did the name Red Stag come from?
9	A. I don't know.
LO	Q. You never had any conversations
L1	about that?
L2	A. We did, but it was never nobody
L3	ever really knew. It so it become lore, just
L 4	folklore.
L5	Q. Does that mean there were several
L6	theories as to where it come from?
L 7	A. May have been. It's again, one of
L8	those things, who cares, just kind of water cooler
L9	talk.
20	Q. And why were the employees called
21	the herd?
22	A. That was because we had kind of an
23	outreach to the hourly staff at the time as to come
24	up with a slogan and a concept for things, and an
25	hourly person at the time, called OP, came up with

1	that term	
2	Q.	Okay.
3	Α.	is my recollection.
4	Q.	And what was your understanding of
5	who owned Red Sta	ag Fulfillment when you worked
6	there?	
7	Α.	Mollenhour Gross.
8	Q.	And who owned Mollenhour Gross?
9	Α.	Mollenhour and Gross.
10	Q.	Who is Mollenhour?
11	Α.	It was Jordan Mollenhour and Dustin
12	Gross.	
13	Q.	Did you know Jordan Mollenhour
14	before you were h	nired to work at Red Stag?
15	Α.	No.
16	Q.	Did you know Dustin Gross before
17	you were hired to	o work at Red Stag?
18	Α.	Yes.
19	Q.	How did you know Dustin?
20	Α.	Through I knew his father.
21	Q.	How did you know his father?
22	Α.	You meet people.
23	Q.	You don't recall where?
24	Α.	Oh, gosh, that was through another
25	person. So it's	like six degrees of Kevin Bacon,
		Dago 24

1	but I met him through somebody else. Somebody else
2	introduced us.
3	Q. Got it. What college did you
4	attend?
5	A. University of Tennessee Knoxville.
6	Go Vols. Make sure you get that, Sara. Can you put
7	that in orange too?
8	Q. And is that the same school that
9	Dustin Gross attended?
10	A. Did he go there? I couldn't answer
11	that confidently.
12	Q. Did Jordan Mollenhour attend that
13	same school?
14	A. I couldn't answer that confidently
15	either.
16	Q. Did you know anyone other than
17	Dustin Gross who worked at Red Stag before you
18	started working at Red Stag?
19	A. No.
20	Q. Did you know Jake Felde, Felde,
21	Felde?
22	A. Before working at Red Stag?
23	Q. Yes.
24	A. No.
25	Q. And who was on the executive team
	Page 25

1	at Red Stag when you worked there?
2	A. It depends.
3	Q. What does it depend on?
4	A. The time.
5	Q. Okay. When you first started
6	working there, who was on the executive team?
7	A. So when I was hired on, it would be
8	myself, Eric McCollom, and Brad West.
9	Q. What role did Eric McCollom have at
10	the company when you first started working at Red
11	Stag?
12	A. President.
13	Q. And what role did Brad West have
14	when you first started working at Red Stag?
15	A. I don't know what his title was,
16	but head of operations.
17	Q. And did there come a time when the
18	executive team expanded while you were working at
19	Red Stag?
20	A. Yes, ma'am.
21	Q. When was that?
22	A. When those additional people were
23	hired.
24	Q. What additional people were hired
25	when you were working at Red Stag to the executive
	Page 26

1	team?
2	A. Okay. Let me see, Jake Rheude,
3	Tony Runyan or Anthony Runyan, Jeanie Keel. I can't
4	remember her last name. Jeanie, she headed up HR.
5	That's it.
6	Q. Okay. And do you know when Jake
7	Rheude was hired?
8	A. I do not.
9	Q. What role did he have when he
10	joined Red Stag Fulfillment?
11	A. Marketing.
12	Q. And do you know if he was employed
13	by BSS?
14	A. I do not.
15	Q. Okay. Do you know when Anthony
16	Runyan was hired?
17	A. I do not.
18	Q. What role did he have when he
19	joined Red Stag Fulfillment?
20	A. Client support, account management.
21	Q. Okay. Do you know if he was
22	employed by BSS?
23	A. I do not.
24	Q. And Jeanie?
25	A. Uh-huh, Kohl. That's her last
	Dago 27

1	name, Kohl. I'm sorry, not Keel.
2	Q. Jeanie Kohl?
3	A. Yeah.
4	Q. When was she hired?
5	A. After all of those other people. I
6	don't remember the time.
7	Q. Is that really the order, after
8	A. Yes.
9	Q Jake and Anthony?
L O	A. Yes, after Jake Rheude and Anthony
L1	Runyan, yes.
L2	Q. And you testified that she was the
L3	head of HR when she started working at Red Stag?
L 4	A. Yes. That was my understanding.
L5	Q. Do you know if she was a BSS
L6	employee?
L7	A. I do not.
L8	Q. Okay. So when you left Red Stag,
L9	that executive team consisted of Jake Rheude,
20	Anthony Runyan, Eric McCollom, and Jeanie?
21	A. And Dusty Holcomb.
22	Q. Dusty Holcomb.
23	A. And Todd. He was in there too.
24	Throw him in there. I don't know if he was before
25	Jeanie or after. Sorry, Todd, number one in my
	dealife of after. Boffy, foad, flamber offe fif my
	D 00

heart, though. 1 What was Todd's role when he 2 Q. started working at Red Stag Fulfillment? 3 Big legal guy in charge. 4 Α. Big legal guy? 5 Q. He's in legal, sorry. 6 Α. 7 Okay. How was Red Stag initially Q. 8 funded? 9 Α. I don't know.

22	O When you began working at Dad Stag
	Q. When you began working at Red Stag,
23	what was your understanding of Mollenhour Gross'
24	oversight of Red Stag?
25	A. What do you mean by oversight?
	Page 30

1	Q.	What was their role in the
2	day-to-day operat	tions of Red Stag Fulfillment?
3	Α.	Nothing.
4	Q.	Nothing?
5	Α.	Uh-huh.
6	Q.	Did you ever have staff retreats
7	when you worked a	at Red Stag?
8	Α.	What do you mean by retreats?
9	Q.	I mean, did you have any holiday
10	parties when you	worked at Red Stag?
11	Α.	Yes.
12	Q.	Annually?
13	Α.	I don't believe so. There may have
14	been a year or tw	wo that we missed. I don't think it
15	was annually.	
16	Q.	Okay. And these were parties
17	hosted by Red Sta	ag?
18	Α.	Correct. Well, I wouldn't be 100%
19	correct on that.	I'm not for sure.
20	Q.	Do you think they were hosted by
21	BSS?	
22	Α.	I couldn't speak to that.
23	Q.	Were they hosted by Mollenhour
24	Gross?	
25	Α.	I don't know.
		Page 31

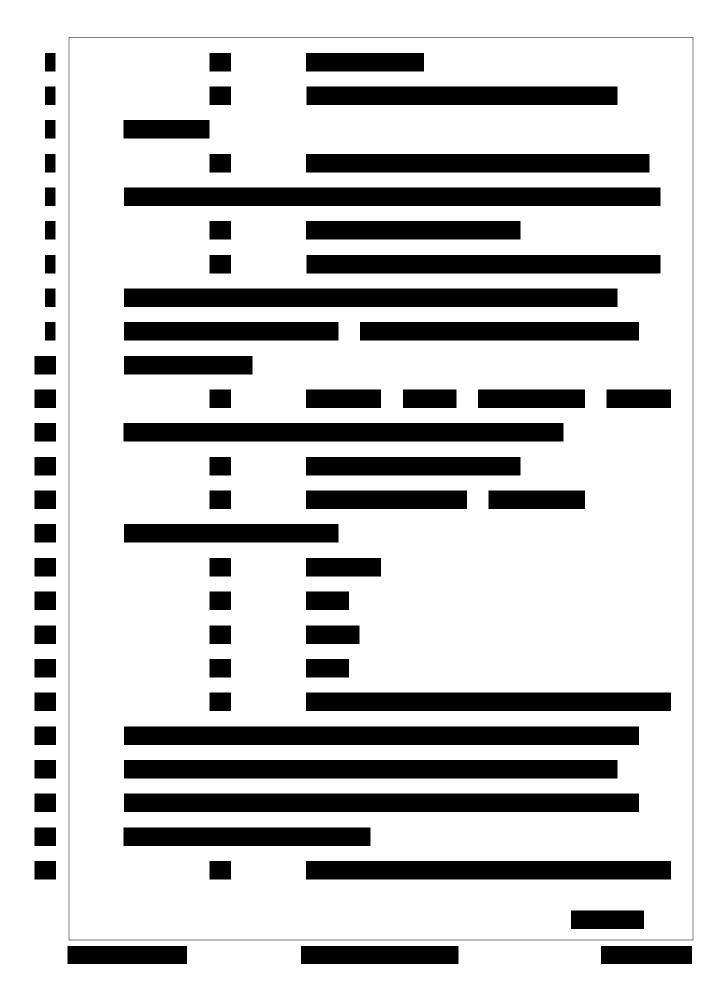
1	Q. Who was present at these parties?
2	A. Well, usually leadership, Red Stag
3	leadership team. I'll have to think about this for
4	a second. Well, it would be speculation on
5	everybody. I remember seeing Eric at several the
6	leadership team at Red Stag.
7	Q. Were leadership teams from other
8	companies present at these holiday parties?
9	A. Not that I recall.
10	Q. Were
11	A. Because we had here is the
12	thing. Well, no, no, not that I'm thinking about
13	it.
14	Q. While you worked at Red Stag, did
15	you ever attend any parties where leadership from
16	multiple Mollenhour Gross companies was invited?
17	A. Along with a lot of people within
18	the Knoxville area, yes.
19	Q. What people?
20	A. Just other people that I knew
21	didn't work at Red Stag and I had never seen before.
22	It could be a lot of people.
23	Q. Were they employees of other
24	Mollenhour Gross companies?
25	A. I don't know.

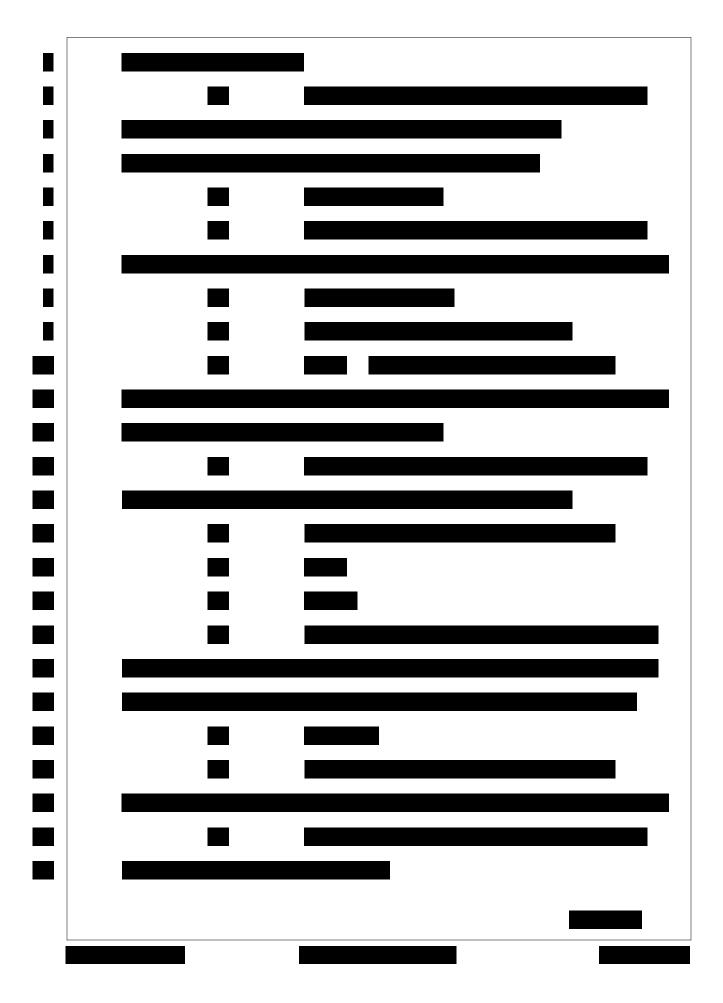
1	Q. What was your understanding of why
2	Red Stag Fulfillment was created?
3	A. To be a profitable business.
4	Q. Why did Mollenhour Gross form Red
5	Stag Fulfillment?
6	A. You have to ask them.
7	Q. You never had any discussions with
8	anybody about that?
9	A. Well, about what we were supposed
LO	to do.
L1	Q. What did those conversations
L2	entail?
L3	A. The fact that we were going to be a
L4	premier fulfillment provider in the space and we
L5	were going to dominate, and kind of tongue in cheek,
L6	but kill Amazon.
L 7	Q. So was Red Stag Fulfillment created
L8	to be an internal fulfillment company to
L9	LuckyGunner?
20	A. Not that I know of.
21	(Exhibit 18 Chris Molitor's LinkedIn Account)
22	Q. This is 18.
23	A. That's a good picture.
24	Q. I was going to say, do you
25	recognize this person? Do you recognize this

1	document or
2	A. I'm looking through everything.
3	Oh, man, I never noticed all of the other Chris
4	Molitors. Yes, I recognize this document.
5	Q. Is this a printout of your LinkedIn
6	in page?
7	A. Yes.
8	Q. Did you fill in the information on
9	your LinkedIn page?
10	A. Yes.
11	Q. Can I direct you to the third page?
12	A. Three of 13?
13	Q. Yes. So at the bottom of this page
14	where it says vice president of business development
15	at Red Stag Fulfillment, is the information
16	underneath that information that you filled in to
17	reflect the work that you did at Red Stag
18	Fulfillment?
19	A. Yes.
20	Q. I see you can stay on the next
21	page. So do you see at the top where it says, for
22	the company to transition from an internal
23	fulfillment cost center to a functional startup
24	third-party fulfillment service provider?
25	A. Uh-huh.
	Page 34

1	Q. Do you recall writing that it was
2	an internal fulfillment cost center?
3	A. Yeah, I remember. Well, it's
4	there, so I wrote it.
5	Q. Why do you think you wrote that it
6	was an internal fulfillment cost center?
7	A. Well, in the effect that I saw it
8	that, when Red Stag was created, it was a
9	go-to-market third-party fulfillment center. What
10	they may have done beforehand or the services they
11	provided, I don't know if Red Stag was considered a
12	company at the time, but there were other
13	fulfillment there was fulfillment going on before
14	that time, and I when I joined, it was to be a
15	direct third-party fulfillment provider.
16	Q. So when you joined Red Stag
17	Fulfillment, it was an internal fulfillment company?
18	MR. LOTHSON: Objection, misstates
19	his testimony.
20	Q. Is that your testimony?
21	A. Can you repeat it again?
22	Q. When you joined Red Stag
23	Fulfillment in November, 2013, was it an internal
24	fulfillment company to LuckyGunner?
25	A. No. It was Red Stag Fulfillment
	Page 35

1 designed to be a third-party fulfillment provider, 2 because they wouldn't have brought me on. What do you mean by that? 3 Q. Because I was brought on to sell Α. 4 5 and to get business. 6 Were you brought on to transition Ο. an internal fulfillment company to a third-party fulfillment company? 8 9 Α. I was brought on to bring business to Red Stag Fulfillment, which is a third-party 10 11 fulfillment provider, not Red Stag Fulfillment internal fulfillment provider. 12 13 Ο. Why did you describe it as an 14 internal fulfillment provider on your LinkedIn page? Probably, more than likely, it had 15 16 a little pizazz. 17 Ο. Why would that have pizazz? 18 Because it's trying to explain that Α. 19 it went from a startup to what we've done now or 20 what we've done to that point, at whatever point, 21 maybe.





			+b-+b-
Q		estified earli	
	_	ed Stag, it wa	s owned by
	r Gross. Is		
A	. To my	understanding	•
Q	. So th	at is what you	testified t
earlier.	Is that corr	ect? Do I hav	e that right
A	. That	question came	up and was
asked, an	d I believe t	hat's what I s	aid
Q	. Okay.		
A	if	what's what i	t is.
Q	. And w	ere you aware	of any other
companies	that Mollenh	our Gross owne	d at the tim
that you	were working	at Red Stag?	
A	. I kne	w they owned o	ther compani
or there	were other co	mpanies owned	by MG.
Q	. What	were those com	panies?
A	. I kne	w there were o	ther compani
I couldn'	t tell you th	e companies th	at they were
			Page 39

1	Q. Did Mollenhour Gross own
2	LuckyGunner at the time that you worked at Red Stag?
3	A. I would be speculating, so I don't
4	know.
5	Q. Do you recall writing a blog post
6	titled "How Red Stag Breaks the Rules"?
7	A. No, I don't.
8	Q. You don't?
9	A. Let's see.
10	MS. HITCHCOCK: This is 18?
11	THE COURT REPORTER: Nineteen.
12	MS. THOMAS-JENSEN: Nineteen.
13	MS. HITCHCOCK: I can't keep track.
14	(Exhibit 19 Article, "How Red Stag Breaks the
15	Rules of E-Commerce Fulfillment")
16	Q. Do you recognize Exhibit 19?
17	A. I'm reading through it. Give me a
18	moment.
19	Q. Sure.
20	A. Okay, yes.
21	Q. One second. Now, do you recall
22	writing this blog post?
23	A. Yes.
24	Q. So at the bottom, do you see where
25	it says, in the spring of 2013, they launched Red
	Page 40
	ı

1	Stag Fulfillment? Of the first page, sorry.
2	A. Give me a second. Which paragraph?
3	Q. I guess the fifth paragraph.
4	A. Oh, there it is, yeah. Yes, I see
5	that.
6	Q. So does that help you remember what
7	your knowledge of when Red Stag was launched?
8	A. Okay.
9	Q. Okay. So does that help you
10	remember?
11	A. Well, I know it was 2013. I would
12	imagine I wrote this awhile ago, so I imagine that
13	it is the spring of 2013.
14	Q. I want to go back to your LinkedIn
15	briefly.
16	A. Sure.
17	Q. So when you started working at Red
18	Stag, you testified that Red Stag only had one
19	client. Is that right?
20	MR. LOTHSON: Objection, misstates
21	his prior testimony.
22	Q. When you started at Red Stag, did
23	it only have one client?
24	A. We mentioned I remember LuckyGunner
25	as a client. I don't remember if there were other
	Page 41

1	clients.
2	Q. Okay. And you were brought on to
3	get third-party clients. Is that right?
4	A. Correct.
5	Q. And you described Red Stag
6	Fulfillment as an internal fulfillment cost center
7	when you started there. Is that correct?
8	A. In the document, yes.
9	Q. Let's take a break.
10	A. Okay.
11	(A break was held.)
12	BY MS. HITCHCOCK:
13	Q. So was Red Stag formed to address
14	problems that LuckyGunner had with other logistics
15	and fulfillment providers?
16	A. I couldn't tell you what they were
17	formed for. I know LG had issues with other
18	logistics providers, but to say that was why it was
19	formed, I can't answer that.
20	Q. What conversations did you have
21	with Jordan Mollenhour about why Red Stag was
22	created?
23	A. To be a business and make money.
24	Q. He said
25	A. To some degree. I couldn't that
	Page 42

1	wouldn't be a quote, but again, the whole point of
2	me coming on board was to develop a third-party
3	fulfillment successful third-party fulfillment
4	provider. That was 100% my job and goal.
5	Q. So looking back at this blog post,
6	did you have a chance to review the first page of
7	it?
8	A. The blog?
9	Q. Exhibit 19.
L O	A. Yes, ma'am. Let me go back. I
L1	did.
L2	Q. Okay. Where did you get the
L3	information that you wrote on this first page?
L 4	A. I think that was information that
L 5	we would discuss that would be discussed. I know
L6	Eric and I talked about it, and I couldn't tell you
L7	exactly where it came from. It was just information
L8	that we had I know Eric and I discussed it.
L9	Q. So did you have conversations with
20	Eric McCollom about why Red Stag Fulfillment was
21	created?
22	A. I had discussions with Eric about
23	what I was to do with Red Stag.
24	Q. And what did those conversations
25	involve?

Discussing about what my job was to 1 Α. do, my job title and my job description and 2 everything I was supposed to do, which is kind of in 3 that -- the AWEA. The whole point, again, was to 4 bring on third-party -- other clients. 5 Q. Uh-huh. 6 7 If I didn't, my job was gone or I Α. would no longer be in that job. 8

10		Q.	Why do you think that is?
11		Α.	You have to ask them.
12		Q.	Were you ever employed by
13	LuckyGur	nner?	
14		Α.	No.
15		Q.	Did you ever work for LuckyGunner?
16		Α.	No.
17		Q.	Did you ever perform any services
18	for Luc	xyGunner?	
19		Α.	No.
20		Q.	You co-managed LuckyGunner's
21	account	with Red	Stag from 2013 until 2019. Is that
22	right?		
23		Α.	I never managed LuckyGunner's
24	account		
25		Q.	You never managed LuckyGunner's
			Page 45

1	account?
2	A. No, ma'am.
3	Q. Who did?
4	A. My understanding was Eric.
5	Q. And you did not assist him in that?
6	A. No, ma'am. I was tasked with new
7	clients, so whatever whoever may have been there
8	before, Eric, Brad, those would be the only two.
9	Q. So in 2013, BSS hired you to be the
10	vice president of sales and marketing for Red Stag.
11	Is that right?
12	A. Yes, November 4, 2013.
13	Q. Okay. And was that was vice
14	president of sales and marketing your job title for
15	the duration of your employment at Red Stag?
16	A. The term may have changed, maybe
17	like VP business development, VP sales and
18	marketing, VP sales, but it was that category.
19	Q. When do you think the term for your
20	job changed?
21	A. Well, it was the official name,
22	I don't think it was ever officially changed, but
23	how I would be referred to as you know, when
24	you're the head of something, it was just that.
25	Q. Who would refer to you as different
	Page 46

1	titles?
2	A. Well, it wouldn't be not that
3	they would go, hey, VP of sales and marketing. It's
4	just how I may have stated myself to an e-mail, but
5	it was usually just sales and marketing or business
6	development.
7	Q. And what were your job
8	responsibilities as the vice president of sales and
9	marketing?
10	A. It was outlined in the AWEA. It
11	was to go out and get new business.
12	Q. And what did that involve, going
13	out and getting new business?
14	A. Any number of things.
15	Q. Can you be more specific?
16	A. Yes, ma'am, sorry. It would be
17	doing marketing in the respect of pay-per-click
18	processing, partnerships, alliances, outreach,
19	attending conferences or expos, using lists that we
20	may have purchased from list providers to get in
21	contact with people at companies that fit our
22	target, our focus, or what we call idea customer
23	profile, ICP, those type of things.
24	Q. I'm not sure if I misheard you.
25	Did you paperclip processing?

1	A. No, pay-per-click.
2	Q. Pay per
3	A. PPC, pay-per-click. You know, when
4	you go to Google and you click, you're paying for
5	that.
6	Q. I did mishear you. Pay-per-click,
7	I understand.
8	A. It's the hottest thing now,
9	paperclip.
10	MR. LOTHSON: Paperclips have been
11	around for awhile.
12	THE WITNESS: That's right,
13	untapped market.
14	Q. So were you responsible for making
15	marketing decisions for Red Stag while you worked
16	there?
17	A. It depends.
18	Q. What does it depend on?
19	A. On when the time is.
20	Q. Okay. So was there a time period
21	that you were responsible for making marketing
22	decisions at Red Stag while you worked there?
23	A. Yes.
24	Q. What was that time period?
25	A. Before Jake Rheude was hired.
	Page 48

1	Q. And then when was that?
2	A. I don't remember.
3	Q. And after Jake Rheude was hired,
4	how did your job responsibilities change?
5	A. It was focused more on sales and
6	business development.
7	Q. Why was that?
8	A. Because Jake was hired to do the
9	marketing.
10	Q. While you worked at Red Stag, how
11	did Red Stag advertise its services?
12	A. Excuse me. Explain how. What do
13	you mean? Like what methods did we use?
14	Q. Yes.
15	A. What services?
16	Q. What methods did Red Stag use to
17	advertise its services while you worked there?
18	A. I know definitely we did the PPC,
19	pay-per-click, and partnerships, and again, cold
20	outreach.
21	Q. Okay. Can you explain what
22	pay-per-click is?
23	A. Yes. So that's a service that
24	Google provides to where you have certain keywords
25	that you want, whenever somebody searches on it, an

1	advertisement comes up for that for your business,
2	and if they click on it, you're paying for that
3	click.
4	Q. And what keywords were you used to
5	advertise Red Stag?
6	A. I don't know. It was hundreds.
7	Q. When you say partnerships, what do
8	you mean by that?
9	A. Where we would work with lead
L O	generation companies, SCO or content writers, that
L1	would provide content for us. It could have even
L2	been other third-party logistics providers.
L 3	Q. What lead generation companies did
L 4	Red Stag work with while you worked there?
L 5	A. I don't remember.
L6	Q. What content writers did Red Stag
L 7	work with while you worked there?
L8	A. I don't remember.
L9	Q. Okay. And when you say cold
20	outreach, what do you mean by that?
21	A. Meaning that person on the other
22	end doesn't know we're calling them. There's no
23	they didn't provide any initial documentation or
24	information for us to reach out. We just reached
25	out based on seeing if we can get their attention,

1	if they wanted our service.
2	Q. How did Red Stag decide which
3	companies to cold outreach to?
4	A. We would look at try to get an
5	idea of the size of the company, the type of
6	products that they were selling, the volume of
7	packages, if we could, types of carriers they were
8	using, some of the other services they were using,
9	like different cart systems.
10	Q. When you worked at Red Stag, did
11	Red Stag run any national advertisement campaigns?
12	A. No.
13	Q. Did it run did Red Stag run any
14	local advertisement campaigns?
15	A. No.
16	Q. Did Red Stag run any advertisement
17	campaigns specific to Texas?
18	A. No.
19	Q. Did Red Stag run any advertisements
20	or campaigns that ran only in Texas?
21	A. No.
22	Q. Did Red Stag I don't know how to
23	change cold outreach into a verb. Did Red Stag
24	outreach coldly did Red Stag do cold outreach in
25	Texas?

1	A. No.
2	Q. Red Stag never cold called any
3	consumers based in Texas?
4	A. Consumers, no. We never cold
5	outreached any consumers.
6	Q. Did Red Stag ever cold call any
7	potential clients based in Texas?
8	A. Not that I know of. We never
9	specifically tried to target or outreach to anybody.
10	Whether that company resided or that person happened
11	to live in Texas at the time, I don't know, but we
12	never focused on that.
13	Q. Did you was it part of your job
14	duties to travel while you worked at Red Stag?
15	A. I could have, yes.
16	Q. What does that mean?
17	A. Meaning, if I needed to, if I
18	thought it was a good business reason to travel,
19	then yes.
20	Q. What would some good business
21	reasons to travel include?
22	A. Say if we're talking to a potential
23	client and we think it fits right in, but we need to
24	go and maybe have a conversation, see a couple of
25	the key stakeholders that are involved with the

1	deal, go to that place, or when we opened our Salt
2	Lake City facility, I traveled there a couple of
3	times as well, or when we would go to conventions,
4	there might be a convention in Chicago and I would
5	go there or Vegas or something like that.
6	Q. Did you ever travel to Texas to
7	meet with potential clients?
8	A. No.
9	Q. Did you ever travel to Texas for
10	any industry conferences?
11	A. No.
12	Q. Did you ever travel to Texas for
13	any trade shows?
14	A. No.
15	Q. What portion of Red Stag's clients
16	were located in Texas?
17	A. I don't know.
18	Q. What portion of Red Stag's business
19	was shipping to Texas?
20	A. I don't know how many packages were
21	shipped to Texas.
22	Q. Do you know a percentage of the
23	annual business that went to Texas?
24	A. No. I'll say to kind of give
25	context on this, when you think of most most all

1	the companies we work with, there's usually five big
2	areas that there's, because of population density,
3	where packages will go to. It's going to be
4	California, Texas, Florida, New York, and Chicago.
5	So generally, across that board, those five are
6	going to have a larger percentage.
7	Q. So the majority of Red Stag's
8	shipping went to those five geographic areas?
9	A. I would say that would I can't
10	tell you that that's the case, but generally, in
11	most companies, that's where their business was.
12	Q. So generally, in most shipping
13	companies, they're shipping to those five geographic
14	areas?
15	A. We're throwing generally out a lot.
16	Generally, the clients that we worked with,
17	e-commerce based companies and e-commerce sales and
18	orders, because of generally population density,
19	they went to those five locations.
20	Q. Thank you. That's helpful.
21	A. So from our standpoint, we didn't
22	care. We focused wherever the client wanted us to
23	send it.
24	Q. What services did Red Stag provide
25	to LuckyGunner when you worked at Red Stag?

1	A. I don't know. Eric managed that
2	account.
3	Q. Are you aware that, in its
4	responses to our interrogatories, that Red Stag
5	noted that you co-managed the LuckyGunner account?
6	MR. LOTHSON: Objection, misstates
7	the evidence.
8	MS. HITCHCOCK: Can I have Exhibit
9	10 to shown to Mr. Molitor?
10	Q. Mr. Molitor, do you know what this
11	document is, Exhibit 10?
12	A. Just based off of the title?
13	Q. Sure.
14	A. Read it?
15	Q. Do you know what it is?
16	A. I do not.
17	Q. Okay. Yes, could you read the
18	title?
19	A. The Red Stag Fulfillment LLC's
20	Objections and Answers to Plaintiffs' First Set of
21	Interrogatories Subject to and Without Waiving its
22	Previously Filed Special Appearance.
23	Q. Could you turn to page 12? And I'd
24	like to direct your attention to Interrogatory No.
25	8.

1	A. Okay.
2	Q. If you could review that and the
3	answer to it.
4	A. Okay.
5	Q. So do you see, in the third
6	paragraph under Interrogatory No. 8, where the first
7	sentence in that paragraph says, subject to and
8	without waiving these objections, from 2013 to
9	approximately September, 2019, the account was
L O	managed by Eric McCollom and Chris Molitor and
11	members of the Red Stag account management team?
L2	A. Yes, I see that.
L 3	Q. And do you see that the account is
L 4	referencing the LuckyGunner, LLC account?
L5	A. I do see that, yes.
16	Q. Why do you think you were listed as
L7	someone who was managing the LuckyGunner account?
18	A. You'd have to ask the person who
L9	said I was.
20	Q. It's your testimony that you did
21	not manage the LuckyGunner account?
22	A. I didn't.
23	Q. At no point in your time working at
24	Red Stag did you manage the LuckyGunner account?
25	A. That's correct.
	Page 56

Q. Would you describe to me how Red
Stag fulfills orders that it receives?
A. That would be an operations
question.
Q. Are you saying that you don't know?
A. Well, I think operations would be
more appropriate to ask that or answer that, because
it depends on the client, on what they ask for.
Q. Okay. Do you know how Red Stag
would go about fulfilling orders for LuckyGunner?
A. No, because, again, each client may
have specific requirements for how they need it
packaged, how they recommend it packaged or sent
out, any restrictions, things like that. That's up
to the client to provide.
Q. When you worked at Red Stag, were
you aware that fulfilling orders for LuckyGunner
meant handling a regulated product?
A. Yes. It was regulated to some
degree.
Q. Okay. What do you mean by that?
A. That there was it just wasn't
you could put as much in it or do whatever, that
there was some form of DOT, I think, regulation for
that product.

1	Q. What is DOT?
2	A. Department of Transportation.
3	Q. What was your understanding of
4	LuckyGunner's products?
5	A. Understanding as far as what?
6	Q. What did they sell?
7	A. A myriad of things. Obviously,
8	ammunition, but other accessories and apparel, to
9	some degree. It could be any number of things that
L O	they sold.
L1	Q. What precautions did Red Stag take
L2	when handling LuckyGunner products?
L3	A. I don't know. That would be an
L4	Eric question or operations.
L5	Q. What steps did Red Stag take to
L6	prevent LuckyGunner ammunition from ending up in the
L7	hands of someone who is prohibited from handling it?
L8	MR. LOTHSON: Object to the form.
L9	MS. HITCHCOCK: What specifically?
20	MR. LOTHSON: Let me think about
21	it, calls for speculation. He said he
22	didn't have involvement in that account.
23	The prior question and answer would suggest
24	that that's not within his knowledge.
25	Q. To the extent of your knowledge,
	Page 58

Τ	what steps did Red Stag take to prevent ammunition
2	from ending up in the hands of somebody who was
3	prohibited from handling it?
4	A. I didn't handle that account.
5	Q. So you don't know?
6	A. Huh-uh, and just to reiterate,
7	every client that we had, it was up to the client to
8	provide things like a safety data sheet, let's say,
9	SDS, or documentation SOPs, standard operating
10	procedures, on how their product needed to be
11	handled from our side, the fulfillment side. So
12	that's something that's on, I guess, the
13	requirements or on the it's up to the client to
14	provide that information.
15	Q. And did LuckyGunner provide that
16	information to Red Stag?
17	A. I don't know.
18	Q. Okay. Are you familiar with the
19	name Demetrius Pagourtzis?
20	A. I'm not.
21	Q. You're not?
22	A. I've seen that maybe I saw the
23	last name here.
24	Q. Okay. Are you familiar with the
25	details of the shootings that took place at Santa Fe
	Page 59

1	High School in 2018?
2	A. No, ma'am.
3	Q. When you worked at Red Stag, did
4	you ever hear any discussions regarding Demetrius
5	Pagourtzis?
6	A. No.
7	Q. Did you ever have any discussions
8	regarding the Santa Fe High School shooting in 2018?
9	A. No.
L O	Q. When you worked at Red Stag, were
L1	you ever present for any discussions regarding the
L2	mass shooting at Marjorie Stoneman Douglas High
L3	School in Parkland, Florida, in 2018?
L 4	MR. LOTHSON: I'll object to the
L5	form. Also, to the extent it calls for you
L6	to disclose any sort of privileged
L 7	information discussed with attorneys,
L8	counsel, anything like that, I would
L9	instruct you not to answer that. Otherwise,
20	setting that aside, you can answer.
21	A. No.
22	Q. What is Lucky Fulfillment?
23	A. I don't know.
24	Q. While you worked at Red Stag, to
25	your knowledge, did it ever share a mailing address

1	with LuckyGunner?
2	A. I don't know.
3	Q. To your knowledge, did it ever
4	share a physical address with LuckyGunner?
5	A. I don't know.
6	Q. When you worked at Red Stag, do you
7	know who Red Stag banked with?
8	A. I don't recall.
9	Q. Let's go off the record for a
10	second.
11	(A break was held.)
12	BY MS. HITCHCOCK:

12	Q. And then so you said when you
13	were you left Red Stag Fulfillment last year. Is
14	that correct?
15	A. September 14th, 2021, I believe was
16	the date, yeah.
17	Q. And you said you had a conversation
18	with one person letting you know that you were no
19	longer working at the company?
20	A. Yes, ma'am.
21	Q. Who was that?
22	A. Dusty Holcomb.
23	Q. So only Dusty Holcomb was in that
24	conversation?
25	A. Yes, ma'am.
	Page 62

1	Q.	And what did he explain to you?
2	Α.	That I was no longer with the
3	company, that the	ere is a severance package that was
4	outlined in this	folder that he handed to me, and
5	collect your thir	ngs collect your needed personal
6	things, the rest	will be shipped to you, you must
7	leave the propert	ry without talking with anyone.
8	Q.	Okay. Was that surprising to you?
9	Α.	Yes.
LO	Q.	That was the end of that
L1	conversation?	
L2	Α.	That was it.
L3	Q.	And then just some formalities
L4	about your prepai	cation for today. Were you given an
L5	hourly rate to pa	articipate in this deposition?
L6	Α.	I was told I would be compensated
L7	for my time.	
L8	Q.	How much will you be compensated
L9	for your time?	
20	Α.	How much was it? Sorry. I do
21	consulting on the	e side too and I can't remember what
22	the amount is.	
23	Q.	Were you also told you would be
24	compensated for p	preparing for today's deposition?
25	Α.	I was told I would be compensated

1	for my time.
2	Q. What did you understand that to
3	mean?
4	A. That any time I was involved with
5	the deposition or anything associated with it, that
6	I'd be compensated for.
7	Q. So does that include meetings and
8	preparation for the deposition?
9	A. It could.
10	Q. It could?
11	A. I believe so.
12	Q. And I'm not asking any content of
13	any conversations you had with any attorneys. How
14	many times did you have meetings in preparation for
15	this deposition?
16	A. I think three.
17	Q. Okay. And were you promised
18	anything besides financial compensation?
19	A. No.
20	Q. That's all I've got.
21	A. All right. Enjoy Dollywood.
22	(Off the record.)
23	MR. LOTHSON: We need to read and
24	sign, and that means we'll get a copy of the
25	transcript and you can have a chance to
	Page 64

1	review it for accuracy.
2	THE WITNESS: Okay.
3	MR. LOTHSON: There's a
4	confidentiality order that will cover some
5	of these various documents, and I think that
6	that is it for today.
7	FURTHER THIS DEPONENT SAITH NOT
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	Page 65

1	REPORTER'S CERTIFICATE
2	STATE OF TENNESSEE:
3	COUNTY OF KNOX:
4	I, Sara M. Smith, LCR #258,
5	Licensed Court Reporter, in and for the State of
6	Tennessee, do hereby certify that the above
7	deposition was reported by me and that the foregoing
8	66 pages of the transcript are a true and accurate
9	record, to the best of my knowledge, skills, and
10	ability.
11	I further certify that I am not
12	related to nor an employee of counsel or any of the
13	parties, nor am I in any way financially interested
14	in the outcome of this case.
15	I further certify that I am duly
16	licensed by the Tennessee Board of Court Reporting
17	as a Licensed Court Reporter, as evidenced by the
18	LCR number and expiration date following my name
19	below.
20	
21	
22	
23	Sara Smíth
	Sara M. Smith, LCR #258
24	Expiration Date 6/30/2024
25	

Page 66

1	Andrew Lothson
2	alothson@smbtrials.com
3	July 5, 2022
4	RE: Yanas v. Pagourtzis
5	7/1/2022, Chris Molitor (#5281629)
6	The above-referenced transcript is available for
7	review.
8	Within the applicable timeframe, the witness should
9	read the testimony to verify its accuracy. If there are
LO	any changes, the witness should note those with the
11	reason, on the attached Errata Sheet.
12	The witness should sign the Acknowledgment of
13	Deponent and Errata and return to the deposing attorney.
L 4	Copies should be sent to all counsel, and to Veritext at
15	erratas-cs@veritext.com.
16	
L 7	Return completed errata within 30 days from
18	receipt of testimony.
19	If the witness fails to do so within the time
20	allotted, the transcript may be used as if signed.
21	
22	Yours,
23	Veritext Legal Solutions
24	
25	

Yanas v.	Pagourt	zis		
Chris Mol	itor (#	5281629)		
		E R R A T A	S H E E T	
PAGE	LINE	CHANGE		
REASON				
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REASON				
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		CHANGE		
REASON				
Chris Mol	itor			Date
				Page 6

Yanas v. Pago	urtzis	
Chris Molitor	(#5281629)	
	ACKNOWLEDGEMENT OF DEPONENT	
I, Chris	Molitor, do hereby declare th	at I
have read the	foregoing transcript, I have	made any
corrections, additions, or changes I deemed necessary as		
noted above to be appended hereto, and that the same is		
a true, correct and complete transcript of the testimony		
given by me.		
Chris Molitor	Date	
*If notary is	required	
	SUBSCRIBED AND SWORN TO	BEFORE ME THI
	DAY OF	, 20
	NOTARY PUBLIC	
		Page 69

Texas Rules of Civil Procedure

Part II, Section 9, Evidence and Discovery

Rule 203

203.1 Signature and Changes.

- (a) Deposition transcript to be provided to witness. The deposition officer must provide the original deposition transcript to the witness for examination and signature. If the witness is represented by an attorney at the deposition, the deposition officer must provide the transcript to the attorney instead of the witness.
- (b) Changes by witness; signature. The witness may change responses as reflected in the deposition transcript by indicating the desired changes, in writing, on a separate sheet of paper, together with a statement of the reasons for making the changes. No erasures or obliterations of any kind may be made to the original deposition transcript. The witness must then sign the transcript under oath and return it to the deposition officer. If the witness does not return the transcript to the deposition officer within 20 days of the date the transcript was provided to the witness or the

witness's attorney, the witness may be deemed to have waived the right to make the changes.

- (c) Exceptions. The requirements of presentation and signature under this subdivision do not apply:
- (1) if the witness and all parties waive the signature requirement;
 - (2) to depositions on written questions; or
- (3) to non-stenographic recordings of oral depositions.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES

ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1,

201Ï. PLEASE REFER TO THE APPLICABLE STATE RULES

OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT G









Chris Molitor

Experienced Director of Logistic Sales, VP of Sales, and Senior Account Executive in the Supply Chain space

Powell, Tennessee, United States · 500+ connections

Join to connect





About

I consider myself to be a dedicated, driven, and customer-focused sales person and sales manager with well-balanced communication skills and an 18 year history of effective relationship building. I've combined those skills with passion and energy, to consistently deliver top results and create win-win solutions with a diverse group of customers throughout multiple industries.







61

When it comes to facility optimization, what sets supply chain leaders apart from the rest? According to the new benchmarking survey from Körber...

Liked by Chris Molitor

We're thrilled to have Kait C. join the #FlowPath team! Kait brings good vibes along with a passion for customers and problem solving. She has a...

Liked by Chris Molitor





Your DIM weight could be costing you <u>a</u>. Here's what you need to know <u>s</u>. I #RyderEcommercebyWhiplash I Whiplash I https://bit.ly/3zroPgE...

Liked by Chris Molitor

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Experience



Director of Logistics Sales

Stord

Jan 2022 - Jun 2022 · 6 months

Knoxville TN

- Led and coached a team of 8 Account Executives responsible for all activities pertaining to the outbound selling of logistics and fulfillment, software, and freight services.
- Managed over and assisted in the selling and closing of two new logos that totaled over \$500,000 in MRR.
- Implemented several leadership and development processes such as Friday Team Book Review (Fanatical Prospecting), Daily Team Standup, Weekly Chorus Call Reviews, Weekly Pipeline and Activity Reviews and...

Show more ~



Vice President - Business Development

Red Stag Fulfillment

Nov 2013 - Sep 2021 · 7 years 11 months

Knoxville, TN

- Responsible for all activities pertaining to the selling of logistics and fulfillment services offered by the company, including sales management.
- Personally responsible for the signing of over 90% of all clients for the company in the logistics and fulfillment space during an eight-year period.
- · Helped develop and presided over an aggressive growth plan that saw the third-





for the company to transition from an internal fulfillment cost center to a functional start-up third-party fulfillment service provider.

- Developed and implemented the go-to-market strategy, dominant selling idea, and sales processes used to sell the company's differentiated services.
- Researched and implemented numerous business systems including HubSpot (CRM), TeamSupport (customer service), PandaDoc (document management), RingCentral (virtual phone system), MoneyPenny (virtual receptionist service), and Zoom (video conferencing).
- Ultimately grew the Business Development department to where I was managing a team of three Business Development Representatives and three Sales Executives.

Show less ^



Pharmaceutical Sales Representative

Eli Lilly

Jan 2008 - Jul 2013 · 5 years 7 months

Knoxville, TN

- Professionally promoted and grew Eli Lilly's neuroscience portfolio of products to Primary Care, OB/GYN and Pediatric healthcare professionals and their staff throughout East Tennessee.
- Finished 106% to plan for 2011 and 100% to plan for 2012.
- Achieved top 13% portfolio sales ranking nationally in 2011.
- Awarded the Eli Lilly District Achievement Award for achieving over 100% to plan for portfolio performance for 2011 and 2012.



Senior Sales Account Executive

HSBC

May 2004 - Jan 2008 · 3 years 9 months

Knoxville, TN

- Performed inside sales solicitation via outbound warm and cold calling of new and current customers for mortgage and auto refinance, personal loan, and ancillary package products.
- Ranked in the top 8% out of 4300 Account Executives in the country.
- Received the Employee of the Month Award as the top all-around employee in the district.
- Selected as a "High Potential" (HI-PO) for advancement to the Branch Sales





Show more ~



Warehouse Supervisor

Melaleuca: The Wellness Company

Feb 2000 - Jan 2003 · 3 years

Knoxville, TN

- Supervised 14 hourly employees spanning three separate functional areas (Receiving, Inventory Control, and Warehouse) and two work shifts of the Knoxville Plant.
- Assisted in the implementation and transition to the new J.D. Edwards WMS software.



Caterpillar Inc.

1 year 6 months

Distribution Supervisor

Feb 1999 - Oct 1999 · 9 months

Morton, IL

- Supervised a total of 18 hourly employees covering five separate functional areas of the Morton Parts and Service Support Center (P&SSC).
- Helped implement production efficiencies within Morton's Small Parts Bins which increased Line Items Picked per Employee per Hour by approximately 25%.

Facility Logistics Representative

Oct 1998 - Feb 1999 · 5 months

Morton, IL

- Researched, created, and maintained monthly inbound reporting measures needed for the National Carlisle Study.
- Filled in as Distribution Supervisor for various areas within the P&SSC when needed.

Safety and Ergonomics Coordinator

May 1998 - Oct 1998 · 6 months

Morton, IL

• Automated Monthly Safety Reports ultimately reducing report generation time from 1-2 days to 20-30 minutes.





Education

University of Tennessee-Knoxville

BS · Logistics and Transportation / Supply Chain · Summa Cum Laude (3.96/4.0)

Activities and Societies: Beta Theta Pi Fraternity, Logistics and Transportation Association, Peer Mentor

Licenses & Certifications

Effective Listening

LinkedIn

Issued Mar 2022

See credential

More activity by Chris

Today's most influential businesses encourage every employee to take on leadership roles because one of your first responsibilities as a leader is to...

Liked by Chris Molitor





Last week did not end as planned. On Thursday, I, along with many others, lost my job as part of a layoff at Stord. I hesitated to post when it...

Liked by Chris Molitor

Startup funding in logistics: Focused investment in a growing industry https://mck.co/3xNZ60V #Whiplash #SupplyChain #logistics #investment Liked by Chris Molitor

How Bringing Supply Chains Back to the U.S. Could Sharpen the Race Between Trucks and Trains https://bit.ly/3HC5AmB #SupplyChain #logistics...

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Liked by Chris Molitor





Liked by Chris Molitor

Headless commerce helps e-commerce businesses stand out from the crowd with memorable, digital storefronts **B S** But, what is it, exactly? Our...

Liked by Chris Molitor

The leaders who do the most harm to an organization are the ones who think they have arrived; they stop growing, innovating and...

Liked by Chris Molitor

Conversational marketing is a powerful thing. It connects the dots between customer service, marketing, and sales for a seamless online shopping...





Anyone else adding to their stock positions recently? Here are a few companies I've bought into on the way down: 23andMe Ally...

Liked by Chris Molitor

After eight months of working in her new role as a senior associate, Sarah noticed significant changes within her organization that made her very...

Liked by Chris Molitor

Former U.S. Army Captain William D. Swenson and his column were ambushed on an operation in Afghanistan, near the Pakistan border. Swenson ran...

Liked by Chris Molitor





Liked by Chris Molitor

I sourced \$1.6M ARR as a BDR for Salesforce. 100% outbound during the pandemic. Here's the #1 tool that helped me \(\backslash LinkedIn. - I subscribed to...

Liked by Chris Molitor

When the event is full of positive energy >

Liked by Chris Molitor

There's always discussion around leads and revenue from #partnerships, but what about the behind-the-scenes INFLUENCE in a partner-sourced...

Liked by Chris Molitor

View Chris' full profile





Contact Chris directly

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Danny J. Robertson

Parcel Manager/ Supply Chain

Greenville-Spartanburg-Anderson, South Carolina Area

Hiromi Ochi

Enterprise Sales Executive at Stord

New York, NY

Alex Kent

Sales @ Stord

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Matthew Moran

Enterprise BDR at Stord

Atlanta Metropolitan Area

Robert M.

Director, Logistics Sales at Stord

Atlanta Metropolitan Area

Chance Kesler

Senior Manager, Supply at Stord

Atlanta, GA

Brian Murphy

Vice President of Sales at Stord

Greater Chicago Area

Julie Massey

Manager, Business Alliances at Stord

Miami-Fort Lauderdale Area

Christopher Cioffi

Head of Software Sales at STORD "We're Hiring!"

New York City Metropolitan Area





Knoxville, TN

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Chris Molitor

Owner/Head Performance Coach at Molitor Athletic Performance

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Chris Molitor

Contractor - Procure to Pay Lead at Ginnie Mae

Washington, DC



Chris Molitor

Key Account bei TAROX AG

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Chris Molitor

Experienced Director of Logistic Sales, VP of Sales, and Senior Account Executive in the Supply Chain space



University of Tennessee-Knoxville

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EXHIBIT H

(Confidential document excluded from public filing)

EXHIBIT I

(Confidential document excluded from public filing)

EXHIBIT J

CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER COUNTY COURT AT LAW STONE, individually and as next friends

of CHRISTOPHER JAKE STONE

Plaintiffs,

GALVESTON COUNTY, TEXAS

VS.

ANTONIOS PAGOURTZIS and ROSE

MARIE KOSMETATOS

COURT NO. 3

Defendants.

RED STAG FULFILLMENT LLC'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES SUBJECT TO AND WITHOUT WAIVING ITS PREVIOUSLY FILED SPECIAL APPEARANCE

TO: Plaintiffs, by and through their attorneys, Clint E. McGuire, Martinez & McGuire PLLC, 17227 Mercury Drive, Suite B, Houston, Texas 77546.

COMES NOW, Defendant RED STAG FULFILLMENT LLC ("Red Stag" or "Defendant") and serves these Objections and Answers to Plaintiff Chase Yarbrough's First Set of Interrogatories to Defendant Red Stag Fulfillment LLC, subject to and without waiving its previously filed Special Appearance as follows:

PRELIMINARY STATEMENT

On February 8, 2021, Red Stag filed a motion for protective order and to stay discovery pending resolution of its objection to personal jurisdiction asserted pursuant to Tex. R. Civ. P. 120a and its dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a. The objections, responses and answers herein are provided in the event that discovery is permitted and are made in good faith and based only upon information and documentation that is presently available to, and specifically known to, Red Stag. It is possible that further discovery and independent investigation may supply additional facts, and/or add new meaning to known facts, which may lead to additions to, changes in, and variations from the information herein set forth. As a result, the following responses and answers are given without prejudice to Red Stag's right to produce evidence of any subsequently discovered facts or to change any and all responses and answers herein as additional facts are ascertained. Red Stag reserves the right to amend these responses and answers if new or more accurate information and documentation becomes available or if errors are discovered. Furthermore, these responses and answers are given without prejudice to Red Stag's right to rely at trial on subsequently discovered information or information inadvertently omitted from these responses as a result of a mistake, error or oversight.

The word usage and sentence structure is that of the attorneys who prepared these responses and answers, and does not purport to be the exact language of the responding party.

II. GENERAL OBJECTIONS

- 1. Red Stag objects to Plaintiffs' requests for any discovery at this stage, as fully outlined in Red Stag's motion for protective order and to stay discovery pending resolution of its objection to personal jurisdiction asserted pursuant to Tex. R. Civ. P. 120a and its dispositive defenses asserted pursuant to Tex. R. Civ. P. 91a. Red Stag serves these Objections and Answers subject to and without waiving its previously filed Special Appearance.
- 2. Red Stag objects to Plaintiffs' interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome or oppressive, or seek information or documents that are not relevant or proportional to the claims or defenses of any party or to the specific issues of this case, or to the extent they seek information or documents beyond those permitted by the Texas Rules of Civil Procedure.
- 3. Red Stag objects to Plaintiffs' interrogatories to the extent the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues. As a result, Plaintiffs'

interrogatories are not proportional to any need in this case.

- 4. Red Stag objects to Plaintiffs' interrogatories to the extent that they call for information that is unreasonably cumulative or duplicative, or obtainable from some other source that is more convenient, less burdensome, or less expensive.
- 5. Red Stag objects to Plaintiffs' interrogatories to the extent that they are not limited to seeking information that is maintained by Red Stag. Plaintiffs occasionally have included the phrase "possession, control, or custody" in their discovery requests. Red Stag shall construe Plaintiffs' requests as limited to documents and information that are within the "possession, control or custody" of Red Stag, as that terminology is defined by the Texas Rules of Civil Procedure.
- 6. Red Stag objects to Plaintiffs' interrogatories to the extent they seek information protected from discovery by the attorney-client privilege, work product doctrine or other privilege, or that are otherwise immune or protected from disclosure. Red Stag does not intend to waive any applicable protections or privileges through the disclosure or the supplying of information in response to Plaintiffs' interrogatories. On the contrary, Red Stag specifically intends to preserve any and all applicable protections or privileges. Disclosure (even inadvertent) of any information shall not constitute a waiver of any privilege or any other ground for objecting to discovery with respect to such information, or with respect to the subject matter thereof, nor shall such disclosure waive Red Stag's right to object to the use of the information during this or any subsequent proceeding.
- 7. Red Stag is responding to Plaintiffs' interrogatories without waiving or intending to waive, but on the contrary, preserving and intending to preserve: (a) the right to object, on the grounds of competency, privilege, relevance, or materiality, or any other proper grounds, to the use of such documents or information for any purpose, in whole or in part, in any subsequent proceedings, in this action or in any other action; (b) the right to object on all grounds, at any time, to interrogatories, requests, or other discovery procedures involving or relating to the subject of these requests to which

Red Stag has responded herein; and (c) the right at any time to revise, correct, add to, or clarify any of the answers made herein.

- 8. Because of the over breadth of Plaintiffs' interrogatories at this stage in the litigation, it is not possible for Red Stag to anticipate all possible grounds for objection with respect to the particular questions set forth herein. Red Stag reserves the right to supplement these answers and to raise any additional objections deemed necessary and appropriate in light of the results of any further review.
- 9. Each of these General Objections is incorporated by reference in each of the Red Stag's responses and answers to Plaintiffs' Interrogatories.

III. OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

- 1. Red Stag objects to Plaintiffs' Definitions and Instructions in their entirety to the extent said Definitions and Instructions are overly broad, unduly burdensome, disproportional to any pertinent need in the case, and impermissibly seeks to broaden the scope of discovery beyond Red Stag's obligations as contemplated by Texas Rule of Civil Procedure 192.3 and 197.
- 2. Red Stag further objects to these Definitions and Instructions and the applicable interrogatories to the extent they seek searches of electronically stored information and documentation to be disclosed or produced in a form or manner beyond what is (1) kept in the normal course of business, (2) reasonable and proportional to the needs of the case, (3) reasonably accessible and able to be reproduced or formatted for production, or (4) required by the Texas Rules of Civil Procedure and applicable case law, such as *In re Weekley Homes*, 295 S.W.3d 309 (Tex. 2009) and *In re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017), and further to the extent that they request Red Stag to act beyond what is reasonable and required by the applicable law in the preservation, review and production of such electronically stored information and documentation. Simply put, this is not

a case where metadata or native document productions is necessary, feasible or proportional to resolving any issue in the case.

- 3. Red Stag objects to Plaintiffs' definition in Paragraph C because this definition renders any discovery requests utilizing the terms "You," "Your," or "Yours" overly broad and unduly burdensome. To the extent these terms are intended to include "any person or entity authorized to act on your behalf, and/or any employee, officer, contractor, or other person or entity under your control or authority" any inquiry utilizing these terms is so overly broad and unduly burdensome as to make any such inquiry virtually impossible to answer. Moreover, these definitions discharge the corporate form because they include entities and individuals which are legally separate and distinct from Red Stag and have no reasonable connection to the Plaintiffs' claims. Finally, Red Stag objects to any interrogatories utilizing these terms to the extent they seek to invade the attorney work product and attorney-client privileges in violation of the Texas Rules of Civil Procedure.
- 4. Red Stag objects to Plaintiffs' definitions in Paragraph D and Paragraph F because they render any discovery requests utilizing the terms "Document" and/or "Communication" as overly broad, unduly burdensome, harassing and not proportional to any pertinent need in the case. These definitions reduce any such inquiry to an impermissible "fishing expedition" in violation of Texas law concerning appropriate discovery and the reasonable scope of discovery contemplated by Rule 192.3. Red Stag further objects to these definitions to the extent they purport to obligate Red Stag to locate and obtain information that is not readily and feasibly accessible or is not in the possession of Red Stag. The myriad forms of data (both electronic and hard versions) requested fails the proportionality test. The burden and expense of the discovery sought far outweighs its likely benefit, taking into account the needs of the case, each party's resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving those issues.

Finally, Red Stag objects to the extent that use of these terms necessary seeks to invade attorney work product and attorney-client privilege in violation of the Texas Rules of Civil Procedure.

- 5. Red Stag objects to the definition and instructions in Paragraph G regarding the term "Identify" because they are overly broad, unduly burdensome and impermissibly seek to broaden the scope of discovery beyond Red Stag's obligations as contemplated by Rule 192.3. Nor is the collateral information requested in Paragraph G appropriately sought under Rule 197 through mere inclusion of the term "Identify" inside of an interrogatory.
- 6. Each of these Objections to Plaintiffs' Definitions and Instructions is incorporated by reference in each of the responses and answers to Plaintiffs' Interrogatories.

Respectfully submitted,

GRAY REED & MCGRAW LLP

By: /s/ A.M. "Andy" Landry III

A.M. "Andy" Landry III

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(713) 986-7000 (Telephone)

(713) 986-7100 (Telefax)

and

Douglas T. Gosda Texas Bar No. 08221290 Manning, Gosda & Arredondo, L.L.P. 24 Greenway Plaza, Suite 525 Houston, Texas 77046 (713) 783-7070 (t) (713) 783-7157 (f) dgosda@mga-law.com

and

Andrew A. Lothson (PHV application filed) alothson@smbtrials.com
Swanson, Martin & Bell, LLP
330 N. Wabash, Suite 3300
Chicago, IL 60611
(312) 321-9100 (Telephone)
(312) 321-0990 (Telefax)

ATTORNEYS FOR DEFENDANT RED STAG FULFILLMENT, LLC

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was duly furnished to all counsel of record via email and eFileTexas on the 8th day of February, 2021, in accordance with the Texas Rules of Civil Procedure:

/s/ A.M. "Andy" Landry III
A.M. "Andy" Landry III

ANSWERS TO FIRST SET OF INTERROGATORIES

<u>INTERROGATORY NO. 1:</u> Provide the name, address, and phone number of each person involved in providing information to respond to these interrogatories.

<u>ANSWER:</u> Eric McCollom, 5501 Island River Drive, Knoxville, TN 37914 assisted counsel with providing information to respond to these interrogatories.

<u>INTERROGATORY NO. 2:</u> List all addresses for Your offices and/or facilities, from August 1, 2013 to present.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the Protect of Lawful Commerce in Arms Act ("PLCAA"). Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to this interrogatory as overbroad because it goes well beyond the pertinent time-period of the ammunition sales at issue in this case, i.e., March 2018. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waving these objections, Red Stag identifies the following:

202 W. Springdale Ave Knoxville, TN 37917 (approximately May 2013 – September 2018)

5502 Island River Drive Knoxville, TN 37914 (approximately August 2015 – Present)

5530 Island River Drive Knoxville, Tn 37914 (approximately October 2020 – Present)

5501 Island River Drive Knoxville, TN 37914 (approximately January 2021 – Present)

2507 S. 300 W. Salt Lake City, UT 84115 (approximately April 2017 – June 2018)

5350 West Harold Gatty Drive Salt Lake City, UT 84116 (approximately May 2018 – Present) 1909 South 4250 West Salt Lake City, UT (approximately December 2020 – Present)

<u>INTERROGATORY NO. 3:</u> List all names under which You have conducted business, from August 1, 2013 to present.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to this interrogatory on multiple grounds. This request is irrelevant to any specific issue in this case involving allegations that Red Stag fulfilled an order ammunition in March 2018. Nor is this interrogatory reasonably tailored to a proper "specific" or "general" personal jurisdiction analysis.

Subject to and without waiving these objections, Red Stag has done business as Red Stag Fulfillment, LLC, only, throughout this time-period.

<u>INTERROGATORY NO. 4:</u> List all website addresses at which You have conducted business, from August 1, 2013 to present.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to this interrogatory as vague and overbroad. Red Stag is a third-party logistics company. It does not sell products and thus does not "conduct" business via its website in the way this interrogatory infers.

Subject to and without waiving these objections, Red Stag maintains this web address (www.redstagfulfillment.com) as its business website.

INTERROGATORY NO. 5: For each bank or other financial account You have, list the name of the financial institution where the account is held and all authorized users or signers for each account.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense

afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to the scope of this interrogatory as overbroad and disproportional to any specific issue in the case. Nor is there a reasonable time-period identified that is reasonably tailored to Red Stag's fulfilment of LuckyGunner's two alleged orders with Pagourtzis that occurred in March 2018. Furthermore, names of financial intuitions and "all authorized users or signers" for such accounts is harassing, overbroad and not relevant to Plaintiffs' allegations that Red Stag is subject to either "general" or "specific" personal jurisdiction in Texas.

Subject to and without waiving these objections, as a best practice to prevent internal and external fraud, Red Stag maintains dual authority protocols throughout its accounts, where the generally applicable standard operating procedure is Controller Kimberly Welton sets up ACH payables, which President & COO Eric McCollom then reviews and approves. As for specific accounts, see the following:

Pinnacle Financial Partners Operating Account, with its principal user and signer being Eric McCollom.

Pinnacle Financial Partners Reserve Account, with its principal user and signer being Eric McCollom.

Pinnacle Financial Partners Credit Card Platform, with Eric McCollom and Kimberly Welton as the principal users of this platform, which Red Stag uses to issue purchasing credit cards to its employees.

PayPal Account for customer payments, with Kimberly Welton having access and control of this account.

INTERROGATORY NO. 6: Identify all of Your officers, directors, and members.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case, including whether "specific" or "general" personal jurisdiction over Red Stag exists. Nor is this request proportional to any need in this case.

Subject to and without waiving these objections, Red Stag's sole member is Mollenhour Gross, LLC and Eric McCollom is the President and Chief

Operating Officer. Red Stag does not have a board of directors.

<u>INTERROGATORY NO. 7</u>: Separately identify each employee of You or any of Your subsidiaries who has assisted, consulted, or played any role in the design and or operation of the website LuckyGunner.com.

<u>ANSWER:</u>

Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, *inter alia*, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case, including whether "specific" or "general" personal jurisdiction over Red Stag exists. Nor is this request proportional to any need in this case.

Subject to and without waiving these objections, no executive or manager-level personnel of Red Stag have ever assisted, consulted, or played any role in the design and/or operation of the website LuckyGunner.com. While Red Stag currently employs or has employed hundreds of individuals, it is not aware of each individuals' entire work history. That said, Red Stag is unaware of any of its employees previously assisting, consulting, or playing any role in the design and/or operating of the website LuckyGunner.com.

<u>INTERROGATORY NO. 8</u>: Identify each employee who has served as an account manager for LuckyGunner LLC or otherwise managed Your business with LuckyGunner LLC, from August 1, 2013 to present.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to the scope of this interrogatory as overbroad and not reasonably tailored to any pertinent issue in the case, including whether "specific" or "general" personal jurisdiction over Red Stag exists.

Subject to and without waiving these objections, from 2013 to approximately September 2019, the account was managed by Eric McCollom and Chris Molitor and members of the Red Stag account management team. Since approximately September 2019, the account has been managed by Nicholaus Barnett. This account is one of more than 30 client accounts managed by Mr. Barnett.

INTERROGATORY NO. 9: Describe all services that You provide to LuckyGunner LLC.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to this request on several grounds. General information about how Red Stag's clients' orders are fulfilled is not reasonably tailored to either a "specific" or "general" personal jurisdiction analysis. Indeed, the act of fulfilling a customer's order does not, as a matter of law, form the basis of specific jurisdiction in Texas. See, e.g., US LED, Ltd. v. Nu Power Assocs., Inc., No. CIV.A H-07-0783, 2008 WL 4838851 (S.D. Tex. Nov. 5, 2008). Nor does this request concern a general jurisdiction analysis. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this request is not proportional to any need in this case.

Subject to and without waiving these objections, Red Stag provides all of its clients with fulfillment and warehousing services, to include receiving goods, warehousing and storing goods, kitting goods, retrieving goods from storage, preparing such goods for shipment by a common carrier, applying shipping labels (and at times other documentation like DOT-required markings) to the goods, and placing those goods on the truck of a common carrier for delivery to the client's end-customer. The general process to pick, pack, and ship goods is as follows:

- a. A Red Stag worker picks the product from its storage location, where the product is already in the client's packaging;
- b. The product is transported to a packing station;
- c. At the packing station, the product receives additional shipping packaging and markings (if necessary), and a shipping label is affixed;
- d. After a shipping label is affixed, the product is placed on the truck of the delivery carrier, such as Federal Express.

<u>INTERROGATORY NO. 10</u>: Describe how you calculate the fees or cost of services that You provide to LuckyGunner LLC, including whether such fees are assessed by a "flat rate" or are tied to the quantity and value of products shipped.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to this interrogatory on several grounds. The scope of this interrogatory is not reasonably tailored to any pertinent issue in the case. General information about how fees or costs are calculated is not reasonably tailored to either a "specific" or "general" personal jurisdiction analysis. Indeed, the act of fulfilling a customer's order does not, as

a matter of law, form the basis of specific jurisdiction in Texas. See, e.g., US LED, Ltd. v. Nu Power Assocs., Inc., No. CIV.A H-07-0783, 2008 WL 4838851 (S.D. Tex. Nov. 5, 2008). Nor does this request concern a general jurisdiction analysis. See Daimler AG v. Bauman, 134 S.Ct. 746, 751 (2014). Thus, this request is not proportional to any need in this case.

Subject to and without waiving these objections, Red Stag provides its clients with pricing generally comprised of flat rate fees which are charged on a per unit basis, *i.e.*, per pallet of storage or per label applied.

<u>INTERROGATORY NO. 11</u>: Identify all of Your employees who previously or concurrently worked for LuckyGunner LLC, Mollenhour Gross LLC, or any other company affiliated or owned by Mollenhour Gross LLC.

ANSWER: Red Stag objects to this interrogatory because two threshold dispositive motions filed pursuant to Rule 120a and Rule 91a remain pending. These motions raise, inter alia, an objection to personal jurisdiction and the immunity defense afforded by the PLCAA. Neither merits nor personal jurisdiction discovery is warranted based on the allegations in Plaintiffs' petition.

Were discovery appropriate, Red Stag objects to the scope of this interrogatory as overbroad and not reasonably tailored to any specific issue in the case. The phrase "any other company affiliated or owned" is harassing, and so broad and without any reasonable time-period that relates to the events of March 2018 that form the basis of Plaintiffs' petition so as to make this interrogatory impossible to answer. Nor does Red Stag have access to other entities employment records.

Subject to and without waiving these objections, Red Stag currently employs or has employed hundreds of individuals and is not aware of each individuals' entire work history, nor is Red Stag aware of all investments made by Mollenhour Gross, LLC. That being said, Red Stag is unaware of any of its employees previously being employed by either LuckyGunner, LLC or Mollenhour Gross, LLC.

EXHIBIT K

(Confidential document excluded from public filing)

EXHIBIT L

(Confidential document excluded from public filing)

EXHIBIT M



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

EVERYTOWN FOR GUN SAFETY ELLIE ARBEIT 450 LEXINGTON AVE NEW YORK, NY 10017-3904

Request Type: Certified Copies

Request #:

350780

Issuance Date:

02/18/2020

Copies Requested: 1

Document Receipt

Receipt #: 005290849

Filing Fee:

\$20.00

Payment-Check/MO - ALLA LEFKOWITZ, NEW YORK, NY

\$20.00

Secretary of State

Processed By: Tammy Morris

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
6472-1169	03/12/2009	Initial Filing
6472-1170	03/12/2009	Assumed Name
6613-2140	10/20/2009	Assumed Name
6613-2143	10/20/2009	Assumed Name
A0016-2907	04/01/2010	2009 Annual Report (Due 04/01/2010)
6728-0873	06/07/2010	Assumed Name
6749-0874	07/23/2010	Assumed Name
6775-0952	09/28/2010	Assumed Name Change
6775-0947	09/28/2010	Assumed Name
6795-0910	11/22/2010	Assumed Name
A0064-0578	03/25/2011	2010 Annual Report (Due 04/01/2011)
A0112-1338	03/27/2012	2011 Annual Report (Due 04/01/2012)
A0167-1466	03/27/2013	2012 Annual Report (Due 04/01/2013)
A0192-2747	07/24/2013	Registered Agent Change (by Entity)

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that LUCKYGUNNER, LLC, Control # 598166 was formed or qualified to do business in the State of Tennessee on 03/12/2009. LUCKYGUNNER, LLC has a home jurisdiction of TENNESSEE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description	
7291-3033	02/28/2014	Assumed Name Renewal	
A0220-1899	03/11/2014	2013 Annual Report (Due 04/01/2014)	
B0061-9647	03/06/2015	2014 Annual Report (Due 04/01/2015)	
B0198-9361	02/15/2016	2015 Annual Report (Due 04/01/2016)	
B0360-5260	03/14/2017	2016 Annual Report (Due 04/01/2017)	
B0515-8702	03/14/2018	2017 Annual Report (Due 04/01/2018)	
B0630-7979	01/10/2019	Assumed Name Renewal	
B0660-6734	02/28/2019	2018 Annual Report (Due 04/01/2019)	



Corporate Filings
312 Eighth Avenue North
66 Floor, William R. Snodgrass Tower

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

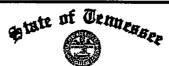
(For use on or after 7/1/2006)

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2019 MAR 12 AM 8: 41

SECRETARY OF STATE

Nashville, TN 37243 The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act. 1. The name of the Limited Liability Company is: _ LuckyGunner, LLC (NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.") 2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is: Daniel J. Moore (Name) 37902-1810 900 South Gay Street Knoxville, Tennessee (State/Zip Code) (Street address) (Citv) Knox County (County) 3. The Limited Liability Company will be: (NOTE: PLEASE MARK APPLICABLE BOX) ✓ Manager Managed Director Managed Number of Members at the date of filing, if more than six (6): Not Applicable If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days) Date: Time: The complete address of the Limited Liability Company's principal executive office is: 448 N. Cedar Bluff Rd. #201 37923 Knoxville, Tennessee (State/County/Zip Code) (Street Address) (City) Period of Duration if not perpetual: Other Provisions: Any Operating Agreement or Amendments thereto entered into by the members must be in writing. 9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) March 9, 2009 Signature Date **Stgnature President** Jordan Mollenhour Signer's Capacity (if other than individual capacity) Name (printed or typed) **RDA 2458** Filing Fee: \$50 per member (minimum fee = \$300, maximum fee = \$3,000 SS-4270 (Rev. 05/06)

RDA 2458



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Bepartment of State

APPLICATION FOR REGISTRATION AM 8:41
OF ASSUMED
LIMITED LIABILITY COMPANY NAME GOTT
SECRETARY OF STATE

Corporate Filings L 312 Rosa L. Parks Avenue 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

SS-4230 (Rev. 01/06)

Pursuant to the provisions of §48-207-101 (d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this application:

application:
1. The true name of the Limited Liability Company is: LuckyGunner, LLC
 2. The state or country of organization is: Tennessee
3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is:
LuckyGunner.com
NOTE: The assumed Limited Liability Company name must meet the requirements of §48-207-101 of the Tennessee Limited Liability Company Act or §48-249-106 of the Tennessee Revised Limited Liability Company Act, as applicable.
Signature Date President Signer's Capacity LuckyGunner, LLC Name of Limited Liability Company Signature Jordan Mollenhour Name (typed or printed)

Filing Fee: \$20.00



APPLICATION FOR REGISTRATION **OF ASSUMED**

LIMITED LIABILITY COMPANY NAME

For Office Use Only

312 Rosa L. Parks Avenue 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

Corporate Filings

Pursuant to the provisions of \$48-207-10 the Tennessee Revised Limited Liability Comapplication:	01 (d) of the Tennessee Limited Liability Company Act of 48-249-06(d) of hereby submits this
The true name of the Limited Liability Con LuckyGunner, LLC	mpany is:
The state or country of organization is: Tennessee	/
3. The Limited Liability Company intends to	o transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Company n	name the Limited Liability Company proposes to use is:
LuckySurvival.com	
NOTE: The assumed Limited Liability of Tennessee Limited Liability Company Apany Act, as applicable.	Company name must meet the requirements of §48-207-101 of the Act or §48-249-106 of the Tennessee Revised Limited Liability Com-
10/14/2009 Signature Date President Signer's Capacity	LuckyGunner, LLC Name of Limited Liability Company Signature Jordan Mollenhour Name (typed or printed)

SS-4230 (Rev. 01/06)

Filing Fee: \$20.00

RDA 2458



312 Rosa L. Parks Avenue 6th Floor, William R. Snodgrass Tower

Department of State Corporate Filings

APPLICATION FOR REGISTRATION OF ASSUMED

LIMITED LIABILITY COMPANY NAME

Nashville, TN 37243 Pursuant to the provisions of §48-207-101 (d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this

application:	
The true name of the Limited Lial LuckyGunner, LLC	oility Company is:
2. The state or country of organizati	ion is:
3. The Limited Liability Company in	ntends to transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Co	mpany name the Limited Liability Company proposes to use is:
Military Ballistics Industries	
	iability Company name must meet the requirements of §48-207-101 of the mpany Act or §48-249-106 of the Tennessee Revised Limited Liability Com-
10/14/2009 Signature Date President Signer's Capacity	LuckyGunner, LLC Name of Limited Liability Company Signature Jordan Mollenhour Name (typed or printed)
SS-4230 (Rev. 01/06)	Filing Fee: \$20.00 RDA 2458



File online at: http://TNBear.TN.gov/AR

Status: Complete

Due on/Before:04/01/2010

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: Limited Liability Compa		Date Formed: 03/12/20	09 F on	mation Locale: Knox County	
(1) Name and Mailing LUCKYGUNNER, LLC P.O. Box 32747 KNOXVILLE, TN 37930		448 RD #	rincipal Office N CEDAR BLUF 201 XVILLE, TN 379	F	
					lmage#: A0016-2907
(3) Registered Agent (DANIEL J MOORE	RA) and Register	ed Office (RO) Address:	Agent Change	d:_ <u>No</u> _	§
900 S GAY ST					36
KNOXVILLE, TN 37902	1810 USA				-2907
(4) This LLC is (change if Board Managed (app	ropriate if formed pri	or to 1/1/2006 only).	anaged, X Mer	-	
managers (or their equival		e the names and business addi	esses, including 2	zip codes, of the governors, directors, or	
Name	Bu	siness Address		City, State, Zip	
(5) Provide the names and governed by the Revised I			_C managers (if go	overned by the LLC Act), or any officers	(if
Name		siness Address		City, State, Zip	
			·		
` '		nnual report is executed if the business in Tennessee (che		an six (6) members: 1	
(7) Signature: Electronic			(8) Date: 03/31	/2010 11:48 PM	
(9) Type/Print Name: Jordan	n Mollenhour		(10) Title: Pres	sident	



Bepartment of State

APPLICATION FOR REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

2010 JUN -7 PM 12: 08
SECRETARY OF STATE

RDA 2458

Corporate Filings L
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville TN 37243

SS-4230 (Rev. 01/06)

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Pursuant to the provisions of §48-207-101 (d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this application:
The true name of the Limited Liability Company is:
2. The state or country of organization is: TENNESSEE
3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is:
GUNSFORSALE.COM
NOTE: The assumed Limited Liability Company name must meet the requirements of §48-207-101 of the Tennessee Limited Liability Company Act or §48-249-106 of the Tennessee Revised Limited Liability Company Act, as applicable.
Signature Date President Signer's Capacity LUCKYGUNNER, LLC Name of Limited Liability Company Signature Jordan Mollenhour Name (typed or printed)

Filing Fee: \$20.00

state of Tennessee

Department of State

APPLICATION FOR REGISTRATION ZOID JL 23 APR 9: 30 **OF ASSUMED**

LIMITED LIABILITY COMPANY NAME T

Corporate Filings 312 Rosa L. Parks Avenue 6th Floor, William R. Snodgrass Tower

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For Office Use Only

Nashville, TN 37243		
Pursuant to the provisions of §48-207-101 (d) of the Tennessee Revised Limited Liability Company application:		
The true name of the Limited Liability Company	is: LuckyGunner, LLC	
2. The state or country of organization is:	see	
3. The Limited Liability Company intends to trans	act business under an assumed Limited Liabi	lity Company name.
4. The assumed Limited Liability Company name t	he Limited Liability Company proposes to use	e is:
Bulk-Ammo.com		
NOTE: The assumed Limited Liability Company Act or pany Act, as applicable.	oany name must meet the requirements §48-249-106 of the Tennessee Revised	of §48-207-101 of the Limited Liability Com-
Signature Date President Signer's Capacity	LuckyGunner, LLC Name of Limited Liability Company Signature Jordan Mollenhour Name (typed or printed)	DDA 2459
SS-4230 (Rev. 01/06)	Filing Fee: \$20.00	RDA 2458

Bepartment of State

Corporate Filings 312 Rosa L. Parks Avenue 6th Floor, William R. Snodgrass Tower

APPLICATION FOR CHANGE OR CANCELLATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

For Office Use Only

2010 SEP 28 AM 9: 39

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Nashville, TN 37243 Pursuant to the provisions of §48-207-101(e) of the Tennessee Limited Liability Company Act or §48-249-106(e) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this

application:
The true name of the Limited Liability Company is: LuckyGunner, LLC
2. The state or country of formation is: Tennessee
3. The Limited Liability Company intends to cease transacting business under an assumed Limited Liability Company name by changing or cancelling it;
4. The assumed Limited Liability Company name to be changed from or cancelled is:
5. If the assumed name is to be changed, the assumed LLC name which the LLC proposes to use is: BulkAmmo.com
9-23-2010 Signature Date President Signer's Capacity Signature Jordan Mollenhour Name (typed or printed)

SS-4229 (Rev. 01/06)

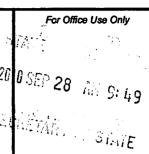
RDA 2458



Bepartment of State

APPLICATION FOR REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

Corporate Filings



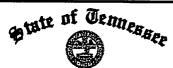
312 Rosa L. Parks Avenue 5th Floor, William R. Snodgrass Tower Nashville, TN 37243		EUNETAR STATE
Pursuant to the provisions of §48-207-101 the Tennessee Revised Limited Liability Compaphication:		
The true name of the Limited Liability Comp	pany is:	
2. The state or country of organization is:	nessee	
3. The Limited Liability Company intends to t	transact business under an assumed Lin	nited Liability Company name.
4. The assumed Limited Liability Company na	me the Limited Liability Company prop	oses to use is:
AmmoForSale.com		
NOTE: The assumed Limited Liability C Tennessee Limited Liability Company Ac pany Act, as applicable.		
9-23-2010 Signature Date President Signer's Capacity	LuckyGunner, LLC Name of Limited Liability Compar Signature Jordan Mollenhour Name (typed or printed)	ny

SS-4230 (Rev. 01/06)

Filing Fee: \$20.00

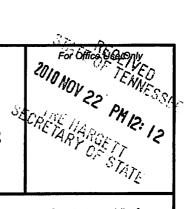
RDA 2458

RDA 2458



Bepartment of State

APPLICATION FOR REGISTRATION
OF ASSUMED
LIMITED LIABILITY COMPANY NAME



Corporate Filings I
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

SS-4230 (Rev. 01/06)

	Pursuant to the provisions of §48-207-101 (d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this application:
	1. The true name of the Limited Liability Company is: LuckyGunner, LLC
_	2. The state or country of organization is: Tennessee
_	3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.
	4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is: Ammo.net
	NOTE: The assumed Limited Liability Company name must meet the requirements of §48-207-101 of the Tennessee Limited Liability Company Act or §48-249-106 of the Tennessee Revised Limited Liability Company Act, as applicable.
	LuckyGunner, LLC Signature Date President Signer's Capacity Signature Jordan M. Mollenhour Name (typed or printed)

Filing Fee: \$20.00



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2011

Reporting Year: 2010

AR Filing #: 02577692 Status: Complete

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 59816 Limited Liability Company - Don		2009 Formation Locale	e: Knox County
(1) Name and Mailing Address LUCKYGUNNER, LLC P.O. Box 4668 #45605 New York, NY 10163-4668	448	Principal Office Address: 8 N CEDAR BLUFF RD. #201 IOXVILLE, TN 37923	3
(3) Registered Agent (RA) and DANIEL J MOORE 900 S GAY ST KNOXVILLE, TN 37902-1810	d Registered Office (RO) Address:	Agent Changed: No	mage #: A0064-0578
	if formed prior to 1/1/2006 only). Iged, provide the names and business ad	Managed, X Member Managed Managed Member Member Managed Member M	e governors, directors, or
			•
governed by the Revised LLC Act), Name	Business Address	City, State,	Zip
Jordan Mollenhour Dustin Gross	P.O. Box 4668 #45605 P.O. Box 4668 #45605		Y 10163-4668 Y 10163-4668
` ·	date the annual report is executed if rom doing business in Tennessee (c	* *	nbers: <u>1</u>
This LLC is prohibited fi (7) Signature: Electronic		(8) Date: 03/24/2011 8:04 PM	



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2012

Reporting Year: 2011

AR Filing #: 02993099 Status: Complete

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 598166 Limited Liability Company - Domestic	Date Formed:	03/12/2009	Formation Locale:	KNOX COUNTY
(1) Name and Mailing Address: LUCKYGUNNER, LLC #45605 PO BOX 4668		448 N CED	al Office Address: AR BLUFF RD # 201 E, TN 37923-3612	
NEW YORK, NY 10163-4668				Image
(3) Registered Agent (RA) and Regis DANIEL J MOORE 900 S GAY ST KNOXVILLE, TN 37902-1810	tered Office (RO) Ac	Idress: Agen	t Changed: <u>No</u>	Image #: A0112-1338
(4) This LLC is (change if incorrect):DBoard Managed (appropriate if formed	irector Managed, X_I prior to 1/1/2006 only).	Manager Managed	l,Member Managed,	
If board, director, or manager managed, promanagers (or their equivalent), respectively	vide the names and bus	siness addresses,	including zip codes, of the	governors, directors, or
Name	Business Address		City, State, 2	ip.
Jordan Mollenhour Business Services and	PO BOX 4668 #45605		NEW YORK, N	IY 10163-4668
Dustin Gross Business Services and	PO Box 4668 #45605		New York, NY	10163-4668
(5) Provide the names and business addres governed by the Revised LLC Act), (or their			agers (if governed by the L	LC Act), or any officers (if
Name	Business Address	<u>y.</u>	City, State, 2	'in
Jordan Mollenhour	P.O. Box 4668 #45605		New York, NY	·
Dustin Gross	P.O. Box 4668 #45605		New York, NY	
(6) Number of members on the date theThis LLC is prohibited from doi	· · · · · · · · · · · · · · · · · · ·		• •	pers: _1
(7) Signature: Electronic		(8) [Pate: 03/26/2012 10:19 AM	
(9) Type/Print Name: Jordan Mollenhour		(10)	Title: President	



File online at: http://TNBear.TN.gov/AR

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

Due on/Before:04/01/2013

Annual Report Filing Fee Due:

Reporting Year: 2012

AR Filing #: 03539209 FILED: Mar 27, 2013 11:21AM DLN #: A0167-1466.001

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

\$20 additional if changes are made	in block 3 to the registered agent/offi	CC Payment Ref #: 149571527
SOS Control Number: 598166 Limited Liability Company - Domestic	Date Formed: 03/12/2009	Formation Locale: TENNESSEE
(1) Name and Mailing Address: LUCKYGUNNER, LLC #45605 PO BOX 4668 NEW YORK, NY 10163-4668	448 N CE	pal Office Address: DAR BLUFF RD # 201 LE, TN 37923-3612
(3) Registered Agent (RA) and Regis DANIEL J MOORE 900 S GAY ST KNOXVILLE, TN 37902-1810		agent Changed: <u>No</u> Agent County: KNOX COUNTY
Board Managed (appropriate if formed	ovide the names and business addresses	s, including zip codes, of the governors, directors, or
Name	Business Address	City, State, Zip
Dustin Gross	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-4668
Jordan Mollenhour	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-4668
(5) Provide the names and business addre		ficers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
Jordan Mollenhour	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-4668
Dustin Gross	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-4668
(6) Number of members on the date thThis LLC is prohibited from do	e annual report is executed: 1_ing business in Tennessee (check if a	applicable)
(7) Signature: Electronic	(8)	Date: 03/27/2013 11:21 AM
(9) Type/Print Name: Coleton Bragg	(10) Title: CFO



CHANGE OF REGISTERED AGENT/OFFICE

For Office Use Only

Amendment #: 003505368 FILED: Jul 24, 2013 7:29AM Image #: A0192-2747 Tre Hargett, Secretary of State

Bepartment of State

William R. Snodgrass Tower 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

Nasnvii	lie, IN 37243-1102		
or T.C.A. §4	the provisions of T.C.A. §48-208-102(a)-(b) of 8-249-110(a)-(b) of the Tennessee Revised Linits this application:		
	State Control Number: 598166 LUCKYGUNNER, LLC		
Registered Ag	ent Change		
✓ Change	By Business Entity		
☐ Change	By Agent		
Current Regist	tered Agent (Name and Address):		
DANIEL J			
900 S GAY	'ST E, TN 37902-1810		
MINOMILL	L, IN 37302-1010		
New Registere	d Agent (Name and Address)		
	ERVICES, INC.		
STE 317 216 CENTE	ERVIEW DR		
	OD, TN 37027-3226		
After the cha	ange(s), the street address of the registered off	fice and the business	office of the registered
agent will be	identical.		
Signature:	Electronic	Date: Jul 24 2013 7:	29AM
Type/Print Name:	Coleton Bragg	Title: CFO	
		,	
SS-4534			



STATE OF TENNESSEE Tre Hargett, Secretary of State

Division of Business Services

William R. Snodgrass Tower 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

LUCKYGUNNER, LLC STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226

January 1, 2014

Control # 598166

RE: EXPIRATION OF REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY (LLC) NAME

Pursuant to the provisions of Section §48-207-101(d)(4) of the Tennessee Limited Liability Company Act, it has been determined that the registration of the assumed LLC name will expire on 03/12/2014.

You may renew the assumed name by completing this application for renewal of assumed name within two (2) months preceding the expiration and paying the \$20 renewal filing fee. Mail the completed application to the address above with your check.

Failure to file the required document within the two (2) months preceeding the expiration of the registration of the assumed corporate name will result in expiration of the assumed name.

APPLICATION FOR RENEWAL OF REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

Pursuant to the provisions of Section §48-207-101 of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application for renewal:

- 1. The limited liability company intends to continue to transact business in Tennessee under an assumed name.
- 2. The assumed name is LUCKYGUNNER.COM with an expiration date of 03/12/2014.
- 3. The assumed name meets the requirements of Section §48-207-101 of the Tennessee Limited Liability Company Act.

LUCKYGUNNER, LLC				•
Limited Liability Company Name				
the fall		2/19/2014		
Signature '	•	Signature Date		
Take Folk		CEO	•	
Name (typed or printed)		Signer's Capacity		

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: http://tnbear.tn.gov/

SS-4239

RDA 2458



File online at: http://TNBear.TN.gov/AR

Due on/Before: 04/01/2014

Reporting Year: 2013

M AR Filing #: 04099140 FILED: Mar 11, 2014 3:16PM

DLN#: A0220-1899.001

Annual Report Filing Fee Due: \$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

\$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 154841031

		•	ment (tel #: 104041031
SOS Control Number: 598166 Limited Liability Company - Domestic	Date Formed: 03/12/200	9 Formation	Locale: TENNESSEE
(1) Name and Mailing Address: LUCKYGUNNER, LLC #45605 PO BOX 4668 NEW YORK, NY 10163-4668	448 N	incipal Office Addre I CEDAR BLUFF RD (VILLE, TN 37923-36	# 201
(3) Registered Agent (RA) and Registere INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226	d Office (RO) Address:	Agent Changed: _ Agent County: V	<u>No</u> WILLIAMSON COUNTY
(4) This LLC is (change if incorrect):DirectBoard Managed (appropriate if formed prio If board, director, or manager managed, provide	r to 1/1/2006 only).	naged, X Member M	-
managers (or their equivalent). If governed by the	e pre-2006 LLC act and board	managed, list board me	embers and managers.
Name Bus	siness Address	City,	State, Zip
(5) Provide the names and business addresses equivalent.	, including zip codes, of any LL	C Officers (if governed t	by the Revised LLC Act), or their
Name Bus	iness Address	City,	State, Zip
Jeffrey J Felde PO	BOX 4668-45605	NEW	YORK, NY 10163
(6) Number of members on the date the anrThis LLC is prohibited from doing b	·	ck if applicable)	
(7) Signature: Electronic		(8) Date: 03/11/2014	3:16 PM
(9) Type/Print Name: Craig Meredith		(10) Title: GC	





03/06/2



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 04795173

FILED: Mar 6, 2015 9:21AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2015

Reporting Year: 2014

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 161051095

SOS Control Number: 598 Limited Liability Company - D		3/12/2009	Formation Locale: TENNESSEE
(1) Name and Mailing Addre LUCKYGUNNER, LLC #45605 PO BOX 4668 NEW YORK, NY 10163-4668		(2) Principal O 448 N CEDAR KNOXVILLE, TI	BLUFF RD # 201
INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-32		Agent	Changed: <u>No</u> County: WILLIAMSON COUNTY
	e if formed prior to 1/1/2006 only).		Member Managed,
managers (or their equivalent).	naged, provide the names and busine f governed by the pre-2006 LLC act a	ess addresses, incit nd board managed,	iding zip codes, of the governors, directors, or list board members and managers.
Name	Business Address		City, State, Zip
(5) Provide the names and busir equivalent.	ess addresses, including zip codes, o	of any LLC Officers	(if governed by the Revised LLC Act), or their
Name	Business Address		City, State, Zip
Jeffrey J Felde	PO BOX 4668-45605		NEW YORK, NY 10163
			
• •	e date the annual report is execut from doing business in Tennesse		able)
(7) Signature: Electronic		(8) Date:	03/06/2015
(9) Type/Print Name: Craig Mered	ith	(10) Title:	





/15



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 05162564

FILED: Feb 15, 2016 2:26PM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2016

Reporting Year: 2015

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office This Annual Report has been successfully paid for and filed. Please keep this report for your records.

SOS Control Number: 598166 Limited Liability Company - Dome	stic Date Formed: 03/12/2	2009 For	mation Locale: TENNESSEE	0
(1) Name and Malling Address: LUCKYGUNNER, LLC #45605 PO BOX 4668	(2) 44:	Principal Office 8 8 N CEDAR BLUF IOXVILLE, TN 37	Address: F RD # 201	:26 PM
NEW YORK, NY 10163-4668 (3) Registered Agent (RA) and R INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226	egistered Office (RO) Address:	Agent Chan Agent Coun		Received by
(4) This LLC is (as currently registere Board Managed (appropriate if fo	rmed prior to $1/1/2006$ only). d, provide the names and business as	ddresses, including z	lanaged, X Member Managed,	Tenne
Name	Business Address	aru manageu, nst be	City, State, Zip	
(5) Provide the names and husiness	addresses including zin codes of any	LLC Officers (if gove	erned by the Revised LLC Act), or their	
equivalent.		LEC Officers (if gov	· · · · · · · · · · · · · · · · · · ·	_ ta
Name	Business Address		City, State, Zip	гу
Jeffrey J Felde	PO BOX 4668-45605		NEW YORK, NY 10163	— о — f
(6) Number of members on the da This LLC is prohibited from	te the annual report is executed: _n doing business in Tennessee (ch			State Tre
(7) Signature: Electronic (9) Type/Print Name: Craig Meredith		(8) Date: 02/15	5/2016	Harget
(2) Typen fine rame. Orally Mierecilli		(10) Title: GC		





03



Tennessee Limited Liability Company Annual Report Form

FILED: Mar 14, 2017 1:01PM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2017 Reporting Year: 2016

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

SOS Control Number: 598166 Limited Liability Company - Domest	ic Date Formed: 03/12/20	009 Form	nation Locale: TENNESSEE	
(1) Name and Mailing Address: LUCKYGUNNER, LLC #45605 PO BOX 4668 NEW YORK, NY 10163-4668	R, LLC 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612			
(3) Registered Agent (RA) and Re INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226	gistered Office (RO) Address:	Agent Chang Agent Count		
(4) This LLC is (as currently registered Board Managed (appropriate if for If board, director, or manager managed	ned prior to 1/1/2006 only). , provide the names and business add	resses, including zi		
managers (or their equivalent). If gover Name	Business Address	rd managed, list bo	City, State, Zip	
(5) Provide the names and business ac equivalent.		LC Officers (if gove		
Name Jeffrey J Felde	Business Address PO BOX 4668-45605		NEW YORK, NY 10163	
(6) Number of members on the dateThis LLC is prohibited from	the annual report is executed: _1 doing business in Tennessee (che			
(7) Signature: Electronic		(8) Date: 03/14/		
(9) Type/Print Name: Ryan Connor		(10) Title: Cour	1Sel	





03

4

/20



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 06174334

FILED: Mar 14, 2018 1:39PM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2018

Reporting Year: 2017

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name Business Address City, State, Zip (5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or equivalent. Name Business Address City, State, Zip KNOXVILLE, TN 37923-3612 HAB N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: This LLC is prohibited from doing business in Tennessee (check if applicable)	SOS Control Number: 5981 Limited Liability Company - Do		Formation Locale: TENNESSEE
448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No. Agent County: WILLIAMSON COUNTY STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed,Member Managed,Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct manager (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name Business Address City, State, Zip (5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or equivalent. Name Business Address City, State, Zip (6) Number of members on the date the annual report is executed:	(1) Name and Mailing Addres	ss: (2) Prin	ncipal Office Address:
(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No. INCORP SERVICES, INC. Agent County: WILLIAMSON COUNTY 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee): Director Managed, Manager Managed, X Member Managed, Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name Business Address City, State, Zip (5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or equivalent. Name Business Address City, State, Zip Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: 1	LUCKYGUNNER, LLC	448 N C	CEDAR BLUFF RD # 201
(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No Agent County: Williamson County Williamson County Agent County: Williamson County Williamson Coun	448 N CEDAR BLUFF RD # 2	01 KNOXV	/ILLE, TN 37923-3612
INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed,X_Member Managed,Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directmanagers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name	KNOXVILLE, TN 37923-3612		
STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed, _X_Member Managed, _Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name		d Registered Office (RO) Address:	· · · · · · · · · · · · · · · · · · ·
216 CENTERVIEW DR BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed, _X_Member Managed _Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name			Agent County: WILLIAMSON COUNTY
BRENTWOOD, TN 37027-3226 (4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed,Member Managed,			
(4) This LLC is (as currently registered in Tennessee):Director Managed,Manager Managed, _X_Member Managed, _Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name			
Board Managed (appropriate if formed prior to 1/1/2006 only). If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, direct managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name Business Address City, State, Zip (5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or equivalent. Name Business Address City, State, Zip KNOXVILLE, TN 37923-3612 HAB N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: This LLC is prohibited from doing business in Tennessee (check if applicable)	BRENTWOOD, IN 37027-323	26 	
Managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers. Name			Manager Managed, _X_Member Managed,
(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), dequivalent. Name Business Address City, State, Zip KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018	If board, director, or manager mar managers (or their equivalent). If	naged, provide the names and business addres governed by the pre-2006 LLC act and board n	ses, including zip codes, of the governors, directors, or nanaged, list board members and managers.
Rame Business Address Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018	Name	Business Address	City, State, Zip
Rame Business Address Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
Business Address Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
Rame Business Address Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
Rame Business Address Jeffrey J Felde 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612 (6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
Business Address City, State, Zip		ess addresses, including zip codes, of any LLC	Officers (if governed by the Revised LLC Act), or their
(6) Number of members on the date the annual report is executed: _1This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018		Business Address	City, State, Zip
This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018	Jeffrey J Felde	448 N CEDAR BLUFF RD # 201	KNOXVILLE, TN 37923-3612
This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
This LLC is prohibited from doing business in Tennessee (check if applicable) (7) Signature: Electronic (8) Date: 03/14/2018			
(7) Signature: Electronic (8) Date: 03/14/2018	(6) Number of members on the	e date the annual report is executed: 1	
	This LLC is prohibited	from doing business in Tennessee (check	if applicable)
	(7) Signatura: Electronia		(8) Date: 03/14/2018
(0) Type/Print Name: Pyan Coppor	(1) Signature. Electronic		(0) Date: 00/14/2010
(b) TyperFinit Name. Typit Connormal (10) Time. Counsel	(9) Type/Print Name: Ryan Connor		(10) Title: Counsel



Tre Hargett Secretary of State

Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

LUCKYGUNNER, LLC 216 CENTERVIEW DR, STE 317 BRENTWOOD, TN 37027-3226 December 1, 2018

Control # 598166

RE: EXPIRATION OF REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY (LLC) NAME

Pursuant to the provisions of Section §48-207-101(d)(4) of the Tennessee Limited Liability Company Act, it has been determined that the registration of the assumed LLC name will expire on 02/28/2019.

You may renew the assumed name by completing this application for renewal of assumed name within two (2) months preceding the expiration and paying the \$20 renewal filing fee. Mail the completed application to the address above with your check.

Failure to file the required document within the two (2) months preceeding the expiration of the registration of the assumed corporate name will result in expiration of the assumed name.

APPLICATION FOR RENEWAL OF REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

Pursuant to the provisions of Section §48-207-101 of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application for renewal:

- 1. The limited liability company intends to continue to transact business in Tennessee under an assumed name.
- 2. The assumed name is LUCKYGUNNER.COM with an expiration date of 02/28/2019.
- 3. The assumed name meets the requirements of Section §48-207-101 of the Tennessee Limited Liability Company Act.

LUCKYGUNNER, LLC		
Limited kiability Company Name		
In the	CEO	
Signature	Title/Signer's Capacity	
Jake Felde	1/7/2019	
Printed Name	Date	

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: http://tnbear.tn.gov/





02/28/201



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 06581070

FILED: Feb 28, 2019 3:23PM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2019

Reporting Year: 2018

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

SOS Control Number: 598166				ى
Limited Liability Company - Domesi	ic Date Formed: 03/12/200	9 Format	tion Locale: TENNESSEE	<u></u> ن
(1) Name and Mailing Address: LUCKYGUNNER, LLC 448 N CEDAR BLUFF RD # 201 KNOXVILLE, TN 37923-3612	448 N	incipal Office Add I CEDAR BLUFF R (VILLE, TN 37923	RD # 201	23 PM R
(3) Registered Agent (RA) and Re INCORP SERVICES, INC. STE 317 216 CENTERVIEW DR BRENTWOOD, TN 37027-3226	gistered Office (RO) Address:	Agent Changed Agent County:		leceived by
(4) This LLC is (as currently registeredBoard Managed (appropriate if for		Manager Mana	aged, X Member Managed,	H
If board, director, or manager managed managers (or their equivalent). If gover				enne
Name	Business Address		ity, State, Zip	_ ღა
				See
				— ა
(5) Provide the names and business ac equivalent.	Idresses, including zip codes, of any LL	C Officers (if governe	ed by the Revised LLC Act), or their	cre
Name	Business Address	C	ity, State, Zip	ta
Jeffrey J Felde	448 N CEDAR BLUFF RD # 201	К	NOXVILLE, TN 37923-3612	
				_ of
(6) Number of members on the dateThis LLC is prohibited from	the annual report is executed: 1 doing business in Tennessee (chec	k if applicable)		State
				Tre
(7) Signature: Electronic		(8) Date: 02/28/20	19	Harg
(9) Type/Print Name: Ryan Connor		(10) Title: Counse		

EXHIBIT N



Division of Business Services Department of State

State of Tennessee

312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

EVERYTOWN FOR GUN SAFETY

ATTN: ELLIE ARBEIT 450 LEXINGTON AVE

NEW YORK, NY 10017-3904

Request Type: Certified Copies

Request #:

351651

Issuance Date:

02/24/2020

Copies Requested: 1

Document Receipt

Receipt #: 005306775

Filing Fee:

\$20,00

Payment-Check/MO - ALLA LEFKOWITZ, NEW YORK, NY

\$20.00

Secretary of State

Processed By: Cheryl Donnell

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
7231-1845	08/16/2013	Initial Filing
A0221-1148	03/13/2014	2013 Annual Report (Due 04/01/2014)
B0061-9783	03/06/2015	2014 Annual Report (Due 04/01/2015)
B0198-9485	02/15/2016	2015 Annual Report (Due 04/01/2016)
B0360-4228	03/14/2017	2016 Annual Report (Due 04/01/2017)
*B0478-4994	01/26/2018	Registered Agent Change (by Agent)
B0520-9214	03/25/2018	2017 Annual Report (Due 04/01/2018)
B0567-6265	07/06/2018	Registered Agent Change (by Entity)
B0615-8318	11/28/2018	Conversion
B0657-4511	02/22/2019	2018 Annual Report (Due 04/01/2019)

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that Red Stag Fulfillment, LLC. Control # 728934 was formed or qualified to do business in the State of Tennessee on 08/16/2013. Red Stag Fulfillment, LLC has a home jurisdiction of TENNESSEE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

APPLICATION FOR CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY (44-4235)

Page 1 of 2

For Office Use Only



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Ross L. Parks AVE, 6th Fl.
Nashville, TN 37245-1102
(615) 741-2286

Filing Fee: \$50.00 per member

1

(minimum fee = \$300, maximum fee = \$3,000) To The Secretary of the State of Tennessee: Pursuant to the provisions of T.C.A. §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth: 1. The name of the Limited Liability Company is: Red Stag Fulfill meant, LLC If different, the name under which the certificate of authority is to be obtained NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company If its name does not comply with the requirements of T.C.A. \$48-249-108 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to T.C.A. \$48-249-106(d). 2. The state or country under whose law it is formed in: and the date of its formation is: 0.5 . 10, 2013 and the date it commenced doing business in Tennessee is: 08, 06, 2013 NOTE: Additional filing fees and proof of tax clearance confirming good standing may apply if the Limited Liability Company commenced doing business in Tennessee prior to the approval of this application. See T.C.A. \$48-249-913(d) and T.C.A. 648-249-905(c) 3. This company has the additional designation of: 4. The name and complete address of its registered agent and office located in the state of Tennessee is: Corporation System Street S. GAY Zip Code: 37929 State: County: Knox December 5. Fiscal Year Close Month: 6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to axceed 40 days) 7. The LLC will be: Member Managed Manager Managed Director Managed Board Managed Other 8. Number of Members at the date of filing: 9. Period of Duration: Perpetual Other | 10. The complete address of its principal executive office is: Simpson Address: (gO City: Jackson Wyemin 2500 Zip Code:

Rev. 10/12

RDA 2458

Hargett

APPLICATION FOR CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY (1824-1239)

Page 2 of 2



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Ross L. Parks AVE. 6th F1.
Nashville, TN 37243-1102
(415) 741-2206

For Office Use Only

Filing Fee: \$50.00 per member (minimum fee = \$300, maximum fee = \$3,000)

The name of the Limited Liebility Company is: Red Stas Fulfill ment. ALC
11. The complete mailing address of the entity (If different from the principal office) is: Address: P.O. Bex 4668 # 45605 City: NEW York State: New York Zip Code: 10163
12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.) [] I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennesses Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.
13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.) [] I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders. [] I certify that this entity mosts the requirement of T.C.A. §48-249-1123(b)(3) Licensed Profession:
14. Series LLC (required only if the Additional Designation of "Series LLC" is entered in section 3.) I cartify that this entity meets the requirements of T.C.A. §48-249-309(i) If the provisions of T.C.A. §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.
15. Obligated Member Entity (list of obligated members and signatures must be attached) This entity will be registered as an Obligated Member Entity (OME) Effective Date: The Description of the December Entity (OME) I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES FOR THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP, CONSULT AN ATTORNEY.
16. Other Provisions:
Signature Data Signature
PRESIDENT ERIC R. MCCOLLOW
Signer's Capacity (if other than individual capacity) Name (printed or typed)

Rev. 10/12

RDA 2458



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2014

Reporting Year: 2013

FILED: Mar 13, 2014 12:33PM DLN #: A0221-1148.001

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records,

CC Payment Ref #: 154895571

SOS Control Number: 728934		1111
Limited Liability Company - Foreign	Date Formed: 05/10/2013	Formation Locale: WYOMING
(1) Name and Mailing Address: Red Stag Fulfillment, LLC #45605 PO BOX 803338 CHICAGO, IL 60680-3338	60 E S	ncipal Office Address: SIMPSON AVE SON, WY 83001-8667
(3) Registered Agent (RA) and Reg C T CORPORATION SYSTEM STE 2021 800 S GAY ST KNOXVILLE, TN 37929-9710	istered Office (RO) Address:	Agent Changed: No Agent County: KNOX COUNTY
(4) This LLC is (change if incorrect): Board Managed,Other f board, director, or manager managed, p	rovide the names and business addre	sses, including zip codes, of the governors, directors, or
		nanaged, list board members and managers.
Name	Business Address	City, State, Zip
(5) Provide the names and business add equivalent.	resses, including zip codes, of any LLC	C Officers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
Eric McCollum	PO BOX 803338-45605	CHICAGO, IL 60680
(6) Number of members on the date t	he annual report is executed: <u>1</u> oing business in Tennessee (chec	k if applicable)
7) Signature: Electronic		(8) Date: 03/13/2014 12:33 PM
9) Type/Print Name: Craig Meredith		(10) Title: GC





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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 04795393 FILED: Mar 6, 2015 10:04AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2015 Reporting Year: 2014

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

\$20 additional if changes are mad	e in block 3 to the registered agent/office	CC Payment Ref #: 161052140
SOS Control Number: 728934 Limited Liability Company - Foreign	Date Formed: 05/10/2013	Formation Locale: WYOMING
(1) Name and Mailing Address: Red Stag Fulfillment, LLC #45605	60 E SIMPS	Office Address: ON AVE NY 83001-8667
PO BOX 803338 CHICAGO, IL 60680-3338		
(3) Registered Agent (RA) and Reg C T CORPORATION SYSTEM STE 2021 800 S GAY ST KNOXVILLE, TN 37929-9710		ent Changed: <u>No</u> ent County: KNOX COUNTY
(4) This LLC is (change if incorrect): Board Managed,Other. If board, director, or manager managed, paragers (or their equivalent). If governe	Manager Managed,Manager Managed, provide the names and business addresses, in the pre-2006 LLC act and board managed.	ncluding zip codes, of the governors, directors, or
Name	Business Address	City, State, Zip
(5) Provide the names and business add equivalent.	resses, including zip codes, of any LLC Office	ers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
Eric McCollum	PO BOX 803338-45605	CHICAGO, IL 60680
(6) Number of members on the date t	he annual report is executed: 1	
	oing business in Tennessee (check if app	olicable)
(7) Signature: Electronic	(8) Da	ate: 03/06/2015
(9) Type/Print Name: Craig Meredith	(10) T	Title: GC





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Tennessee Limited Liability Company Annual Report Form

n AR Filing #: 05162816 FILED: Feb 15, 2016 3:15PM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2016 Reporting Year: 2015

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

SOS Control Number: 728934		
Limited Liability Company - Foreign	Date Formed: 05/10/2013	Formation Locale: WYOMING
(1) Name and Mailing Address:	(2) Princip	oal Office Address:
ed Stag Fulfillment, LLC 60 E SIMPS		PSON AVE
#45605		
PO BOX 803338		
CHICAGO, IL 60680-3338		
(3) Registered Agent (RA) and Reg	istered Office (RO) Address: A	gent Changed: No
C T CORPORATION SYSTEM	A	gent County: KNOX COUNTY
STE 2021		•
800 S GAY ST		
KNOXVILLE, TN 37929-9710		
(4) This LLC is (as currently registered inOther.	Tennessee):Director Managed,	Manager Managed, X Member Managed,
If board, director, or manager managed, p	provide the names and business addresses d by the pre-2006 LLC act and board mana	, including zip codes, of the governors, directors, or aged, list board members and managers.
Name	Business Address	City, State, Zip
(5) Provide the names and business add equivalent.	resses, including zip codes, of any LLC Off	icers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
Eric McCollum	PO BOX 803338-45605	CHICAGO, IL 60680
(6) Number of members on the date t	he annual report is executed: 1	
	oing business in Tennessee (check if a	applicable)
This EEO is prombited from the	onig business in Terrilessee (Crieck II a	applicanie)
(7) Signature: Electronic	(8)	Date: 02/15/2016
(9) Type/Print Name: Craig Meredith	(10) Title: GC





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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 05667475

FILED: Mar 14, 2017 9:13AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2017 Reporting Year: 2016

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

SOS Control Number: 72	28934		
Limited Liability Company -	Foreign Date Formed: 0	05/10/2013	Formation Locale: WYOMING
1) Name and Mailing Address: (2) Principal Office Address:			
Red Stag Fulfillment, LLC	24	60 E SIMPS	
4433 KINGSTON PIKE # 10		JACKSON,	WY 83001-8667
KNOXVILLE, TN 37919-52	26		
(3) Registered Agent (RA)	and Registered Office (RO) Add	ress: Ag	gent Changed: No
C T CORPORATION SYST	EM	Ag	gent County: KNOX COUNTY
STE 2021			•
800 S GAY ST			
KNOXVILLE, TN 37929-97	10		
		Managed,I	Manager Managed, X Member Managed,
Board Managed,Oth	ner.		
managers (or their equivalent).			including zip codes, of the governors, directors, or ged, list board members and managers.
Name	Business Address		City, State, Zip
(5) Provide the names and bur	siness addresses, including zip codes,	of any LLC Office	cers (if governed by the Revised LLC Act), or their
Name	Business Address		City, State, Zip
Eric McCollom	4433 KINGSTON PIKE #	#101	KNOXVILLE, TN 37919
(6) Number of members on	the date the annual report is execu	itad: 1	
	ed from doing business in Tenness		anlicable)
TING ELO IO PIONIBIO	ed nom doing business in Termess	see (check ii a)	phicable)
(7) Signature: Electronic		1 (8)	Date: 03/14/2017
(O) Turns (Duint Name of On 1 A4	Pat		
(9) Type/Print Name: Craig Mere	eaith	(10)	Title: GC





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Tennessee Limited Liability Company Annual Report Form

Reporting Year: 2017

AR Filing #: 06218221

FILED: Mar 25, 2018 12:08PM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2018

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

			Genter - CO #. 3/23223443
SOS Control Number: 728934			TODAY TO THE TOTAL
Limited Liability Company - Foreign	Date Formed: 05/10/2	2013	Formation Locale: WYOMING
(1) Name and Mailing Address:	(2)	Principal (Office Address:
Red Stag Fulfillment, LLC	745	50 CHAPM	AN HWY # 301
7450 CHAPMAN HWY # 301	KNOXVILLE, TN 37920-6614		
KNOXVILLE, TN 37920-6614			
(3) Registered Agent (RA) and Reg	istered Office (RO) Address:	Ager	nt Changed: No
C T CORPORATION SYSTEM	, ,	_	nt County: KNOX COUNTY
300 MONTVUE RD		· ·	•
KNOXVILLE, TN 37919-5546			
(4) This LLC is (as currently registered in Board Managed,Other. If board, director, or manager managed, p	provide the names and business ac	ddresses, inc	cluding zip codes, of the governors, directors, or
managers (or their equivalent). If governe	d by the pre-2006 LLC act and boa	ard managed	d, list board members and managers.
Name	Business Address		City, State, Zip
	4		
(5) Provide the names and business add equivalent.	resses, including zip codes, of any	LLC Officers	s (if governed by the Revised LLC Act), or their
Name	Business Address		City, State, Zip
Eric McCollom	7450 CHAPMAN HIGHWAY #3	01	KNOXVILLE, TN 37920
(6) Number of members on the date t	he appual report is executed:	1	
			inabla)
This LLC is profibiled from di	oing business in Tennessee (ch	іеск іі арріі	icable)
(7) Signature: Electronic		(8) Date	e: 03/25/2018
(O) Type (Drint News)			
(9) Type/Print Name: Craig Meredith		(10) Titl	le: Attorney

Н

gett





00/19/1//66

CHANGE OF REGISTERED AGENT/OFFICE

SS-4534



Tre Hargett Secretary of State

Type/Print Name: Craig Meredith

and return to the address provided above.

Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102 (615) 741-2286

Filing Fee: \$0.00

For Office Use Only

-FILED-

Amendment # 004814466

	08-102(a)-(b) of the Tennessee Limited Liability Company nnessee Revised Limited Liability Company Act, the on:
Secretary of State Control Number: 728934 Entity Name: Red Stag Fulfillment, LLC	
Registered Agent Change	
Change By Business Entity	
☐ Change By Agent	
Current Registered Agent (Name and Address):	
C T CORPORATION SYSTEM	
300 MONTVUE RD KNOXVILLE, TN 37919-5546	
THOMPLEE, THE GIGIO GG-70	
New Registered Agent (Name and Address)	
RED STAG FULFILLMENT, LLC	
7450 CHAPMAN HWY # 301 KNOXVILLE, TN 37920-6614	
MNOXVILLE, 114 37920-0014	
After the change(s), the street address of the registered agent will be identical.	he registered office and the business office of the
Signature: Electronic	Date: 7/6/2018 1:54 PM

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State. Sign and date this form

Title: Attorney



CERTIFICATE OF CONVERSION (Another Business Entity into LLC)

For Office Use Only

Department of State Corporate Filings 312 Rosa L. Parks Ave.

312 Rosa L. Parks Ave. 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

Pursuant to the provisions of §48-249 Act, the undersigned Limited Liability Co	0-703 of the Tennessee Revised Limited Liability Company ompany hereby submits this certificate of conversion:
	lity company as set forth in its articles of organization is:
2. The name of the converting other bus of conversion is: RED STAG FULFILLMENT	iness entity immediately prior to the filing of the certificate
	ing other business entity was formed is $\frac{WYOM(NG)}{O(3)}$, (month/day/year), and its business type is a
4. All required approvals of the conversion	on have been obtained by the other business entity.
of organization, then the future effective	upon the filing of the certificate of conversion and articles we date or time of the conversion to a domestic LLC is:Time
11/23/18 Signature date	Ryan Comol Signature
Counsel Signer's capacity	Ryan Conner Name (typed or printed)
SS-4268 (Rev. 06/07)	Filing Fee \$20 RDA 2458

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY (ss-4270)

Page 1 of 2



Business Services Division
Tre Hargett, Secretary of State

State of Tennessee 312 Rosa L. Parks AVE, 6th Fl. Nashville, TN 37243-1102 (615) 741-2286

Filing Fee: \$50.00 per member (minimum fee = \$300, maximum fee = \$3,000)

For Office Use Only

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.
1. The name of the Limited Liability Company is: RED STAG FULFILLMENT, LLC
(NOTE: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")
Name Consent: (Written Consent for Use of Indistinguishable Name) This entity name already exists in Tennessee and has received name consent from the existing entity.
3. This company has the additional designation of:
4. The name and complete address of ithe Limited Liability Company's initial registered agent and office located in the state of Tennessee is: Name: Red Stag Fulfillment, LLC Address: 7450 CHAPMAN Hwy #301 City: KNOXVILLE State: TN Zip Code: 37920 - 6614 County; KNOX
5. Fiscal Year Close Month: DECEMBER
6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days) Effective Date:
7. The Limited Liability Company will be: Member Managed Manager Managed Director Managed
8. Number of Members at the date of filing:
9. Period of Duration: Perpetual Other
10. The complete address of the Limited Liability Company's principal executive office is: Address: 7450 Charman Hwy #301 City: Knoxville State: TN Zip Code: 37920 - 6614 County: Knox

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY (ss-4270)

Page 2 of 2



Address:

City:

Business Services Division

Tre Hargett, Secretary of State **State of Tennessee**

312 Rosa L. Parks AVE, 6th Fl. Nashville, TN 37243-1102 (615) 741-2286

The name of the Limited Liability Company is: RED STAG FULFILLMENT, LLC

11. The complete mailing address of the entity (If different from the principal office) is: SAME

State:

Filing Fee: \$50.00 per member (minimum fee = \$300, maximum fee = \$3,000)

Zip Code:

For Office Use Only	
3.)	
ign or domestic, incorporated npt from franchise and excise federal income tax purposes.	
ons as members or holders.	
Day Year SE THE MEMBER(S) TO BE LIABILITY COMPANY TO AN ATTORNEY.	
Tennessee.	
10-1	

under or subject to the provisions of the Tennessee Nonpi	Non-Profit LLC" is entered in section 3.) ember is a nonprofit corporation, foreign or domestic, incorporated rofit Corporation Act and who is exempt from franchise and excise usiness is disregarded as an entity for federal income tax purposes.
13. Professional LLC (required only if the Additional Designation of large large large) 13. Professional LLC (required only if the Additional Designation of large) 14. Professional Licensed Profession:	as members and no disqualified persons as members or holders.
14. Series LLC (required only if the Additional Designation of "Series	es LLC" is entered in section 3.)
☐ I certify that this entity meets the requirements of T.C.A. §4	8-249-309(a) & (b)
15. Obligated Member Entity (list of obligated members and signat This entity will be registered as an Obligated Member Entity I understand that by statute: THE EXECUTION AND FILING PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS THE SAME EXTENT AS A GENERAL PARTNER OF A GE	G OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO
16. This entity is prohibited from doing business in Tennessee: ☐ This entity, while being formed under Tennessee law, is prol	
17. Other Provisions:	
Signature Date Counsel Signer's Capacity (if other than individual capacity)	Signature Ryan Connor Name (printed or typed)







Reporting Year: 2018

AR Filing #: 06562961

FILED: Feb 22, 2019 10:18AM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2019

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office This Annual Report has been successfully paid for and filed. Please keep this report for your records.

		Center - CC #: 3750833576
SOS Control Number: 728		
Limited Liability Company - D	Date Formed: 08/16/2013	Formation Locale: TENNESSEE
(1) Name and Mailing Addre	ess: (2) Principal	Office Address:
Red Stag Fulfillment, LLC	5502 ISLAND	RIVER DR
7450 CHAPMAN HWY # 301	KNOXVILLE,	TN 37914-6630
KNOXVILLE, TN 37920-661	4	
(3) Registered Agent (RA) a	and Registered Office (RO) Address: Ager	nt Changed: No_
RED STAG FULFILLMENT, I	_LC Ager	nt County: KNOX COUNTY
7450 CHAPMAN HWY # 301		
KNOXVILLE, TN 37920-661	4	
If board, director, or manager ma	te if formed prior to 1/1/2006 only). anaged, provide the names and business addresses, inc	nager Managed, X Member Managed,
	if governed by the pre-2006 LLC act and board manage	
Name	Business Address	City, State, Zip
(5) Provide the names and busing equivalent.	ness addresses, including zip codes, of any LLC Officer	s (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
Eric McCollom	7450 CHAPMAN HIGHWAY #301	KNOXVILLE, TN 37920
(6) Number of members on th	ne date the annual report is executed: 1	1
	d from doing business in Tennessee (check if appl	inghla)
This LLC is profibiled	a from doing business in Termessee (check if appr	icable)
(7) Signature: Electronic	(R) Date	e: 02/22/2019

(9) Type/Print Name: Craig Meredith

(10) Title: Attorney

D

EXHIBIT O



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

EVERYTOWN FOR GUN SAFETY

ATTN: ELLIE ARBEIT 450 LEXINGTON AVE

NEW YORK, NY 10017-3904

Request Type: Certified Copies

Request #: 351647

Issuance Date:

02/24/2020

Copies Requested: 1

Document Receipt

Receipt #: 005306727

Payment-Check/MO - ALLA LEFKOWITZ, NEW YORK, NY

Filing Fee!

\$20.00

\$20.00

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
5990-0835	03/20/2007	Initial Filing
6267-2115	03/28/2008	2007 Annual Report (Due 04/01/2008)
6483-1028	03/23/2009	2008 Annual Report (Due 04/01/2009)
A0016-2910	04/01/2010	2009 Annual Report (Due 04/01/2010)
A0064-0579	03/25/2011	2010 Annual Report (Due 04/01/2011)
A0112-1364	03/27/2012	2011 Annual Report (Due 04/01/2012)
A0167-1515	03/27/2013	2012 Annual Report (Due 04/01/2013)
A0221-0639	03/13/2014	2013 Annual Report (Due 04/01/2014)
B0061-9734	03/06/2015	2014 Annual Report (Due 04/01/2015)
B0198-9410	02/15/2016	2015 Annual Report (Due 04/01/2016)
B0360-4732	03/14/2017	2016 Annual Report (Due 04/01/2017)
B0520-9186	03/25/2018	2017 Annual Report (Due 04/01/2018)
B0657-4349	02/22/2019	2018 Annual Report (Due 04/01/2019)
B0821-6042	02/20/2020	2019 Annual Report (Due 04/01/2020)

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **MOLLENHOUR GROSS, LLC,** Control # 544457 was formed or qualified to do business in the State of Tennessee on 03/20/2007. MOLLENHOUR GROSS, LLC has a home jurisdiction of TENNESSEE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.



ARTICLES OF ORGANIZATION

OF

2007 MAR 20 AH 11: 50

MOLLENHOUR GROSS, LLCALL BEAUTIE SECRETARY OF STATE

The undersigned person, acting as Organizer of the Limited Liability Company (the "Company") under the Tennessee Revised Limited Liability Company Act (the "Act"), adopts the following Articles of Organization:

1. Name. The name of the Company is:

Mollenhour Gross, LLC

2. Registered Agent and Office.

a. The street address and zip code of the initial registered office of the Company are:

900 Riverview Tower 900 S. Gay Street Knoxville, Tennessee 37902-1810

b. The county in which the initial registered office is located is:

Knox County

c. The name of the initial registered agent of the Company located at its initial registered office is:

Daniel J. Moore

3. Principal Executive Office.

a. The street address and zip code of the principal executive office of the Company are:

448 N. Cedar Bluff Road, #201 Knoxville, Tennessee 37923

b. The county in which the principal executive office of the Company is located is:

Knox County

4. **Member-managed.** The business of the Company shall be conducted under the exclusive management of its members, each of whom shall have exclusive authority to act for the Company in all matters.

- 5. Effective Date. The existence of the Company is to begin upon its filing of the Articles of Organization.
- **6.** Operating Agreement. Any operating agreement entered into by members of the Company and any amendments thereto must be in writing.

This / day of March, 2007.

aniel J. Moore, Organizer

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Annual Report Filing Fee Due: \$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000. There is an additional fee of \$20 if any changes are made in block #6 to the registered agent/office.		TENNESSEE SECRETARY OF STATE Attn: Annual Report 312 Eigth Ave. N. 6th Floor William R. Snodgrass Tower Nashville, TN 37243		
CURRENT FISCAL YEAR CLOSING MONTH	CURRENT FISCAL YEAR CLOSING MONTH: DECEMBER THIS REPORT IS DUI		JE ON OR BEFORE: 04/0	1/2008
(1) SECRETARY OF STATE CONTROL	NUMBER: 0544457			
(2A) NAME AND MAILING ADDRESS			(2B) STATE OR COUNT	RY OF INCORPORATION;
MOLLENHOUR GROSS, LLC 448 N CEDAR BLUFF RD #201 KNOXVILLE, TN, 37923			(2C) ADD OR CHANGE	MAILING ADDRESS:
(3) A. PRINCIPAL ADDRESS OF RE B. CHANGE OF PRINCIPAL ADD Street			 	Zip Code +4
(4) This LLC is MEMBER MANAGED. (No ac	ditional Information requir	red in this section)	Δ = 0	
Name	Business Add	ress	City, State Zip Coo	le +4
(5) Provide the names and business address: Act),(or their equivalent), respectively.	es, including zip codes, of	the LLC managers (if governe	d by the LLC Act) or any office	rs (if governed by the Revised LLC
Name	Business Add	ress	City, State, Zip C	ode +4
DUSTIN GROSS	448 N CEDAF	R BLUFF RD #201	KNOXVILLE, TN	1 37923
JORDAN MOLLENHOUR	448 N CEDAR	R BLUFF RD #201	KNOXVILLE, TN	1 37923
(6) A. NAME OF REGISTERED AGE B. REGISTERED ADDRESS AS A KNOXVILLE, TN 37902-1810 C. INDICATE BELOW ANY CHAN (I.) CHANGE OF REGISTERED (II.) CHANGE OF REGISTERED (County)	APPEARS ON SECRE	TARY OF STATE RECOR	DS: 900 RIVERVIEW TOWE	R, 900 SOUTH GAY STREET,
(7) Number of members on the date to This LLC is prohibited from engaging	•		• /	
(8) SIGNATURE ELECTRONIC			(9) DATE: 3/27/2008	
(10) TYPE PRINT NAME OF SIGNER DUS	TIN GROSS		(11) TITLE OF FILER: ME	MBER
FILEC), Riley Damell, Ten CONFIRM	nessee Secretary Of St MATION NUMBER: 100	ate, 03/28/2008 08:05:3 0030969	5

LIMITED LIABILITY COMPANY AN	NUAL REPORT		TENNESS	SEE SECRETARY OF STATE
Annual Report Filing Fee Due: \$50 per member, with a minimum fee of There is an additional fee of \$20 if any ch registered agent/office.	f \$300 and a max anges are made	timum fee of \$3000. in block #6 to the	Attn: Ann 312 Rosa William R	ual Report L. Parks Avenue 6th Floor . Snodgrass Tower . TN 37243
CURRENT FISCAL YEAR CLOSING MONTH: DECE	MBER	THIS REPORT IS DU	JE ON OR	BEFORE: 04/01/2009
(1) SECRETARY OF STATE CONTROL NUMBER	BER: 0544457	-		
(2A) NAME AND MAILING ADDRESS OF REG	CORD:		(2B) ST	ATE OR COUNTRY OF INCORPORATION:
			TENNES	SEE
MOLLENHOUR GROSS, LLC 448 N CEDAR BLUFF RD #201 KNOXVILLE, TN, 37923			(2C) AD	D OR CHANGE MAILING ADDRESS:
(3) A. PRINCIPAL ADDRESS OF RECORD B. CHANGE OF PRINCIPAL ADDRESS: Street		UFF RD, #201, KNOX	VILLE, TN	37923-0000 State Zip Code +4
(4) This LLC is MEMBER MANAGED. (No additional	information required in	this section)		
Name	Business Address			City, State Zip Code +4
(5) Provide the names and business addresses, included their equivalent, respectively.	ling zip codes, of the L	LC managers (if governed	d by the LLC	C Act) or any officers (if governed by the Revised LLC
Name	Business Address			City, State, Zip Code +4
JORDAN MOLLENHOUR	448 N CEDAR BLU			KNOXVILLE, TN 37923 KNOXVILLE, TN 37923
(6) A. NAME OF REGISTERED AGENT AS B. REGISTERED ADDRESS AS APPEAL KNOXVILLE, TN 37902-1810 C. INDICATE BELOW ANY CHANGES T (I.) CHANGE OF REGISTERED AGENT (II.) CHANGE OF REGISTERED OFFICE (County)	RS ON SECRETAR O THE REGISTERI	Y OF STATE RECOR	DS: 900 R	IVERVIEW TOWER, 900 SOUTH GAY STREET,
(7) Number of members on the date the annual This LLC is prohibited from engaging in but				nembers:
(8) SIGNATURE ELECTRONIC			1	3/21/2009
(10) TYPE PRINT NAME OF SIGNER JORDAN MC	LLENHOUR		(11) TITL	E OF FILER: MEMBER
FILED, Tre	Hargett, Tenness CONFIRMATI	ee Secretary Of Sta ON NUMBER: 100	te, 03/23/ 0089571	2009 08:11:02



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2010

AR Filing #: 02269990 Status: Complete

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 544457 Limited Liability Company - Domes	tic Date Formed: 03/2	0/2007	Formation Locale: Knox County
(1) Name and Mailing Address:		(2) Principa	al Office Address:
MOLLENHOUR GROSS, LLC		448 N CED	AR BLUFF RD
P.O. Box 32747	1	#201	
KNOXVILLE, TN 37930 USA	1	KNOXVILL	E, TN 37923 USA
(3) Registered Agent (RA) and Ro DANIEL J MOORE	egistered Office (RO) Addres	s: Agen	t Changed: No
900 RIVERVIEW TOWER			C N
900 S GAY ST KNOXVILLE, TN 379021810 USA			ų Z
KNOXVILLE, TN 379021010 USA			
(4) This LLC is (change if incorrect):Board Managed (appropriate if for If board, director, or manager managed managers (or their equivalent), respect	med prior to 1/1/2006 only). , provide the names and business		d, <u>X</u> Member Managed, including zip codes, of the governors, directors, or
Name	Business Address		City, State, Zip
(5) Provide the names and business a	ddresses, including zip codes, of t	he LLC man	agers (if governed by the LLC Act), or any officers (if
governed by the Revised LLC Act), (or			120 21 2
Name	Business Address		City, State, Zip
Dustin Gross	P.O. Box 32747		Knoxville, TN 37930
Jordan Mollenhour	P.O. Box 32747		Knoxville, TN 37930
(6) Number of members on the dateThis LLC is prohibited from	e the annual report is executed doing business in Tennessee		
(7) Signature: Electronic		(8)	Date: 03/31/2010 11:54 PM
(9) Type/Print Name: Jordan Mollenhour		(10)	Title: Member



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2011

Reporting Year: 2010

AR Filing #: 02577701 Status: Complete

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 544457 Limited Liability Company - Dome	estic Date Formed: 03/20/20	07 Formation Locale: Knox County	
(1) Name and Mailing Address:	(2) P	rincipal Office Address:	
MOLLENHOUR GROSS, LLC	448	N CEDAR BLUFF RD. #201	
P.O. Box 4668 #45605	KNO	XVILLE, TN 37923	
New York, NY 10163-4668			5
			nage#
(3) Registered Agent (RA) and F DANIEL J MOORE	Registered Office (RO) Address:	Agent Changed: No	mage#: AUU64-U5/9
900 RIVERVIEW TOWER			4
900 S GAY ST			05/
KNOXVILLE, TN 37902-1810			C
If board, director, or manager manage managers (or their equivalent), respectively.	ctively.	esses, including zip codes, of the governors, directors, or	
Name	Business Address	City, State, Zip	
(5) Provide the names and business governed by the Revised LLC Act), (c	addresses, including zip codes, of the LI or their equivalent), respectively.	.C managers (if governed by the LLC Act), or any officers ((if
Name	Business Address	City, State, Zip	
Dustin Gross	P.O. Box 4668 #45605	New York, NY 10163-4668	
Jordan Mollenhour	P.O. Box 4668 #45605	New York, NY 10163-4668	
• •	ate the annual report is executed if the model of the mod	ere are more than six (6) members: _2 ck if applicable)	
(7) Signature: Electronic	1 1 1 11 11 11 11 11 11	(8) Date: 03/24/2011 8:09 PM	
(9) Type/Print Name: Jordan Mollenhor	ıır	(10) Title: Member	



File online at: http://TNBear.TN.gov/AR

Due on/Before 04/01/2012

Reporting Year: 2011

AR Filing #: 02993181 Status: Complete

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 544457 Limited Liability Company - Domest	ic Date Formed: 03/20/20	7 Formation Locale: KNOX	COUNTY
(1) Name and Mailing Address: MOLLENHOUR GROSS, LLC #45605 PO BOX 4668 NEW YORK, NY 10163-4668	448 1	incipal Office Address: CEDAR BLUFF RD # 201 (VILLE, TN 37923-3612	lma
(3) Registered Agent (RA) and Re DANIEL J MOORE STE 900 900 S GAY ST KNOXVILLE, TN 37902-1810	gistered Office (RO) Address:	Agent Changed: <u>No</u>	Image #: A0112-1364
(4) This LLC is (change if incorrect):Board Managed (appropriate if for If board, director, or manager managed managers (or their equivalent), respecti	provide the names and business addr	naged, <u>X</u> Member Managed, esses, including zip codes, of the governo	rs, directors, or
Name	Business Address	City, State, Zip	
(5) Provide the names and business ac governed by the Revised LLC Act), (or t	dresses, including zip codes, of the LL heir equivalent), respectively.	C managers (if governed by the LLC Act),	or any officers (if
Name	Business Address	City, State, Zip	
Dustin Gross	P O Box 4668 #45605	New York, NY 10163-4	
Jordan Mollenhour	P.O. Box 4668 #45605	New York, NY 10163-4	1668
This LLC is prohibited from	e the annual report is executed if the doing business in Tennessee (che		
(7) Signature: Electronic		(8) Date: 03/26/2012 10:24 AM	
(9) Type/Print Name: Jordan Mollenhour		(10) Title: Member	



File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2013

Reporting Year: 2012

rm AR Filing #: 03539407 FILED: Mar 27, 2013 11:30AM DLN #: A0167-1515 001

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 149571793

SOS Control Number: 544	457		
Limited Liability Company - De	omestic Date Formed: 03	3/20/2007	Formation Locale: TENNESSEE
(1) Name and Mailing Addre	PSS:	(2) Principal O	Office Address:
MOLLENHOUR GROSS, LLC		•	BLUFF RD # 201
¥45605		KNOXVILLE, T	
PO BOX 4668		((13)())[22]	11 31020 0012
NEW YORK, NY 10163-4668	}		
3) Registered Agent (RA) a	nd Registered Office (RO) Addr	ress: Agent	Changed: No
DANIEL J MOORE	3	0	County: KNOX COUNTY
STE 900		/ gent	TOTAL TRACK COOK!
900 S GAY ST			
KNOXVILLE, TN 37902-1810)		
(4) This LLC is (change if incorre		nager Managed, _X	Member Managed,
f board, director, or manager ma		ess addresses, inclind board managed	uding zip codes, of the governors, directors, or
Name	Business Address		City, State, Zip
			y ,, <u></u>
5) Provide the names and businequivalent	ess addresses, including zip codes,	of any LLC Officers	(if governed by the Revised LLC Act), or their
Name	Business Address		City, State, Zip
Dustin Gross	P.O. BOX 4668 #45605		NEW YORK, NEW YORK 10163-4668
Jordan Mollenhour	P.O. BOX 4668 #45605		NEW YORK, NEW YORK 10163-4668
6) Number of members on the	e date the annual report is execut	red: 2	
	•		cable)
	e date the annual report is execut from doing business in Tenness		cable)
	•	ee (check if applid	03/27/2013 11:30 AM
This LLC is prohibited	d from doing business in Tenness	ee (check if applid	03/27/2013 11:30 AM



File online at: http://TNBear.TN.gov/AR

Due on/Before: 04/01/2014

Reporting Year: 2013

M AR Filing #: 04107055 FILED: Mar 13, 2014 8:48AM DLN #: A0221-0639,001

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 154886421

SOS Control Number: 544	1457	
Limited Liability Company - D	Domestic Date Formed: 03/20/2007	7 Formation Locale: TENNESSEE
(1) Name and Mailing Addr	ess: (2) Pri	ncipal Office Address:
MOLLENHOUR GROSS, LL	` '	CEDAR BLUFF RD # 201
#45605		
	KNOX	VILLE, TN 37923-3612
PO BOX 4668		
NEW YORK, NY 10163-466	8	
3) Registered Agent (RA) a	and Registered Office (RO) Address:	Agent Changed: No
DANIEL J MOORE		Agent County: KNOX COUNTY
STE 900		•
900 S GAY ST		
KNOXVILLE, TN 37902-181	0	
Board Managed (appropria f board, director, or manager ma	ect):Director Managed,Manager Mar te if formed prior to 1/1/2006 only), anaged, provide the names and business addres If governed by the pre-2006 LLC act and board r	sses, including zip codes, of the governors, directors,
Name	Business Address	City, State, Zip
	Business Address	Oity, Gtate, Zip
(5) Provide the names and businequivalent.	ness addresses, including zip codes, of any LLC	C Officers (if governed by the Revised LLC Act), or the
Name	Business Address	City, State, Zip
Dustin Gross	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-46
lordan Mollenhour	P.O. BOX 4668 #45605	NEW YORK, NEW YORK 10163-46
6) Number of members on th	ne date the annual report is executed: 2	
		175 17 14 3
This LLC is prohibite	d from doing business in Tennessee (checl	k if applicable)
7) Olamahuma		
7) Signature: Electronic		(8) Date: 03/13/2014 8:48 AM
9) Type/Print Name: Craig Mered	lith	(10) Title: GC
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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 04795325 FILED: Mar 6, 2015 9:49AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2015 Reporting Year: 2014

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

\$20 additional if changes are	e made in block 3 to the registered agent	/office CC Payment Ref #: 161051758
SOS Control Number: 54448 Limited Liability Company - Do		7 Formation Locale: TENNESSEE
(1) Name and Mailing Addres	s: (2) Pri	ncipal Office Address:
MOLLENHOUR GROSS, LLC	448 N	CEDAR BLUFF RD # 201
#45605	KNOX	VILLE, TN 37923-3612
PO BOX 4668		
NEW YORK, NY 10163-4668		
(3) Registered Agent (RA) and	d Registered Office (RO) Address:	Agent Changed: No
DANIEL J MOORE		Agent County: KNOX COUNTY
STE 900		
900 S GAY ST		
KNOXVILLE, TN 37902-1810		
If board, director, or manager man	if formed prior to 1/1/2006 only). aged, provide the names and business addre	naged, X Member Managed, sses, including zip codes, of the governors, directors, or managed, list board members and managers.
Name	Business Address	City, State, Zip
(5) Provide the names and busine equivalent.	ss addresses, including zip codes, of any LLC	C Officers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
(6) Number of members on the	date the annual report is executed: 2	
	from doing business in Tennessee (chec	c if applicable)
	,	
(7) Signature: Electronic		(8) Date: 03/06/2015
(O) True /Duint Name One in P.4		
9) Type/Print Name: Craig Meredith	1	(10) Title: GC





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Tennessee Limited Liability Company Annual Report Form

M AR Filing #: 05162642 FILED: Feb 15, 2016 2:40PM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2016

Reporting Year: 2015

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3663292840

SOS Control Number: 54 Limited Liability Company -		te Formed: 03/20/2007	Formation Locale: TENNESSEE
			11 100 100 110 110 110 110 110 110 110
(1) Name and Mailing Add MOLLENHOUR GROSS, L			pal Office Address: JNICIPAL CENTER DR UNIT 23434
11409 MUNICIPAL CENTE			LE, TN 37933-1518
KNOXVILLE, TN 37933-15		KNOZVIL	LE, IN 37933-1316
(3) Registered Agent (RA)	and Registered Offi	ce (RO) Address:	Agent Changed: No
DANIEL J MOORE	•		Agent County: KNOX COUNTY
STE 900			
900 S GAY ST			
KNOXVILLE, TN 37902-18	310		
(4) This LLC is (as currently re Board Managed (approprint board, director, or manager in managers (or their equivalent)	iate if formed prior to 1/1 managed, provide the na	/2006 only). Imes and business addresse	_Manager Managed, _X_Member Managed, s, including zip codes, of the governors, directors, or naged, list board members and managers.
Name		S Address	City, State, Zip
	240111001	771441555	oity, otato, zip
(5) Provide the names and bu	siness addresses, includ	ling zip codes, of any LLC O	ficers (if governed by the Revised LLC Act), or their
Name	Business	Address	City, State, Zip
(6) Number of members on	the date the annual re	eport is executed: 2	
This LLC is prohibit	ed from doing busines	ss in Tennessee (check if	applicable)
(7) Signature: Electronic		(8) Date: 02/15/2016
		10	, 54.0. 52, 10/2010
9) Type/Print Name: Craig Meredith		(1	0) Title: GC





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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 05668526

FILED: Mar 14, 2017 11:06AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2017 Reporting Year: 2016

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3697221187

			Center - CC #: 369/221187	
SOS Control Number: 54 Limited Liability Company -		e Formed: 03/20/2007	Formation Locale: TENNESSE	E
(1) Name and Mailing Add MOLLENHOUR GROSS, L 11409 MUNICIPAL CENTE KNOXVILLE, TN 37933-15	LC R DR UNIT 23434	11409 MU	oal Office Address: NICIPAL CENTER DR UNIT 23434 .E, TN 37933-1518	
(3) Registered Agent (RA) DANIEL J MOORE STE 900 900 S GAY ST KNOXVILLE, TN 37902-18		· · ·	gent Changed: <u>No</u> gent County: KNOX COUNTY	
(4) This LLC is (as currently re Board Managed (appropr	iate if formed prior to 1/1/	2006 only).	Manager Managed, X Member Managed, including zip codes, of the governors, dir	
			aged, list board members and managers.	CC(0)3, O
Name	Business	Address	City, State, Zip	
(5) Provide the names and bu	siness addresses, includi	ng zip codes, of any LLC Off	icers (if governed by the Revised LLC Act), or their
Name	Business	Address	City, State, Zip	
			, , , , , , , , , ,	
(6) Number of members on	-			
I his LLC is prohibit	ed from doing busines:	s in Tennessee (check if a	pplicable)	
(7) Signature: Electronic		/0\	Date: 03/14/2017	
, , and and a Discontinu		_(0)	Date. 03/14/2017	
(9) Type/Print Name: Craig Meredith		/40	\ Title: CC	





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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 06218164 FILED: Mar 25, 2018 11:47AM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2018

Reporting Year: 2017

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment

			Center - CC #: 3725224527
SOS Control Number: 54			
imited Liability Company - I	Domestic	Date Formed: 03/20/2007	Formation Locale: TENNESSEE
1) Name and Mailing Addr	ress:	(2) Prin	ncipal Office Address:
MOLLENHOUR GROSS, LL			MUNICIPAL CENTER DR UNIT 23434
11409 MUNICIPAL CENTER	R DR UNIT 23	3434 KNOXV	/ILLE, TN 37933-1518
KNOXVILLE, TN 37933-151	18		
(3) Registered Agent (RA)	and Registe	red Office (RO) Address:	Agent Changed: No
DANIEL J MOORE			Agent County: KNOX COUNTY
STE 900			
900 S GAY ST			
KNOXVILLE, TN 37902-181	10		
(4) This LLC is (as currently req Board Managed (appropria	gistered in Ten ate if formed pr	nessee):Director Managed, _ rior to 1/1/2006 only).	Manager Managed, _X_Member Managed,
managers (or their equivalent).	nanaged, provio	de the names and business addres y the pre-2006 LLC act and board n	ses, including zip codes, of the governors, directors, or nanaged, list board members and managers.
Name	В	usiness Address	City, State, Zip
(E) Deside the second of			
equivalent.	iness addresse	es, including zip codes, of any LLC	Officers (if governed by the Revised LLC Act), or their
Name	В	usiness Address	City, State, Zip
6) Number of members on t	he date the a	innual report is executed: 2	
This LLC is prohibite	ed from doing	business in Tennessee (check	if applicable)
	_	,	,
7) Cianatura - El ()			
7) Signature: Electronic			(8) Date: 03/25/2018

(9) Type/Print Name: Craig Meredith

(10) Title: Attorney





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Tennessee Limited Liability Company Annual Report Form

11 AR Filing #: 06562742 FILED: Feb 22, 2019 9:30AM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2019 Reporting Year: 2018

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3750827806

		Center - CC #: 3750827806
SOS Control Number: 54445 Limited Liability Company - Dor		Formation Locale: TENNESSEE
(1) Name and Mailing Address MOLLENHOUR GROSS, LLC 11409 MUNICIPAL CENTER D KNOXVILLE, TN 37933-1518	11409 MUNI	I Office Address: ICIPAL CENTER DR UNIT 23434 , TN 37933-1518
(3) Registered Agent (RA) and DANIEL J MOORE STE 900 900 S GAY ST KNOXVILLE, TN 37902-1810	• • •	ent Changed: <u>No</u> ent County: KNOX COUNTY
f board, director, or manager mana	f formed prior to 1/1/2006 only). aged, provide the names and business addresses, in	ncluding zip codes, of the governors, directors, or
Name	overned by the pre-2006 LLC act and board manage Business Address	City, State, Zip
(5) Provide the names and busines	ss addresses, including zip codes, of any LLC Office	ers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
	date the annual report is executed: _2_rom doing business in Tennessee (check if app	plicable)
(7) Signature: Electronic	(8) Da	ate: 02/22/2019

(9) Type/Print Name: Craig Meredith

(10) Title: Attorney





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Tennessee Limited Liability Company Annual Report Form

AR Filing #: 07021301

FILED: Feb 20, 2020 11:34AM

File online at: https://TNBear.TN.gov/

Due on/Before:04/01/2020 Reporting Year: 2019

Annual Report Filing Fee Due:

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

\$300 minimum plus \$50 for each	paid for and filed. Please keep this report for your records.	
\$20 additional if changes are mad	de in block 3 to the registered agent/office	Payment-Credit Card - State Payment Center - CC #: 3775957363
SOS Control Number: 544457 imited Liability Company - Domestic	Date Formed: 03/20/2007	Formation Locale: TENNESSEE
(1) Name and Mailing Address: MOLLENHOUR GROSS, LLC 11409 MUNICIPAL CENTER DR UN KNOXVILLE, TN 37933-1518	11409 MUN	al Office Address: NICIPAL CENTER DR UNIT 23434 E, TN 37933-1518
3) Registered Agent (RA) and Reg MOLLENHOUR GROSS, LLC I 1409 MUNICIPAL CENTER DR UN KNOXVILLE, TN 37933-1518	Ag	gent Changed: <u>Yes</u> gent County: KNOX COUNTY
Board Managed (appropriate if form f board, director, or manager managed,	• • • • • • • • • • • • • • • • • • • •	including zip codes, of the governors, directors, or
Name	Business Address	City, State, Zip
5) Provide the names and business add	dresses, including zip codes, of any LLC Offic	cers (if governed by the Revised LLC Act), or their
Name	Business Address	City, State, Zip
6) Number of members on the date toThis LLC is prohibited from d	the annual report is executed: 2 loing business in Tennessee (check if ap	oplicable)

(7) Signature:

Electronic

(9) Type/Print Name: Craig Meredith

(8) Date: 02/20/2020

(10) Title: GC

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EXHIBIT P

(Confidential document excluded from public filing)

EXHIBIT Q

(Confidential document excluded from public filing)

EXHIBIT R

MINUTES FROM ANNUAL MEETING OF LUCKYGUNNER, LLC

Held on December 16, 2016

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Dustin E. Gross
- 2. Iordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Coleton E. Bragg
- 2. Ryan M. Connor
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Craig L. Meredith
- 4. Jeffrey J. Felde, the Chief Executive Officer of LuckyGunner, LLC.

Business Discussed

- It was proposed that no additional contributions of capital be made to LuckyGunner, LLC as of the date of this
 meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of LuckyGunner, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of LuckyGunner, LLC.
 - This was approved by a vote of the Member.
- IV. Coleton E. Bragg briefly presented on the current status of the tax returns and tax elections of LuckyGunner, LLC. All tax filings are current, and LuckyGunner, LLC is on track to timely file its 2016 returns sometime in the first quarter of 2017.
 - A. It was proposed that no changes be made to LuckyGunner, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that Jeffrey J. Felde continue to serve as the Chief Executive Officer of LuckyGunner, LLC.
 A. This was approved by a vote of the Member.
- VII. Ryan M. Connor briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan M. Connor, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for LuckyGunner, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.

- i. This was approved by a vote of the Member.
- VIII. It was discussed among those in attendance that there are currently no potential claims or liabilities against LuckyGunner, LLC.
 - IX. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Member.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

Member:

Mollenhour Gross, LLC

Secretary of the Annual Meeting:

MINUTES FROM ANNUAL MEETING OF LUCKYGUNNER, LLC

Held on December 11, 2017

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Dustin E. Gross
- 2. Jordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Coleton E. Bragg
- 2. Rvan M. Connor
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Craig L. Meredith
- 4. Jeffrey J. Felde, the Chief Executive Officer of LuckyGunner, LLC.



Business Discussed

- I. It was proposed that no additional contributions of capital be made to LuckyGunner, LLC as of the date of this meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of LuckyGunner, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of LuckyGunner, LLC.
 - i. This was approved by a vote of the Member.
- IV. Coleton E. Bragg briefly presented on the current status of the tax returns and tax elections of LuckyGunner, LLC. All tax filings are current, and LuckyGunner, LLC is on track to timely file its 2017 returns sometime in the first quarter of 2018.
 - A. It was proposed that no changes be made to LuckyGunner, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that Jeffrey J. Felde continue to serve as the Chief Executive Officer of LuckyGunner, LLC.
 - A. This was approved by a vote of the Member.
- VII. Ryan M. Connor briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan M. Connor, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for LuckvGunner, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.

- i. This was approved by a vote of the Member.
- VIII. It was discussed among those in attendance that there are currently no potential claims or liabilities against LuckyGunner, LLC.
 - IX. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Member.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

Member:



Secretary of the Annual Meeting:

MINUTES FROM ANNUAL MEETING OF LUCKYGUNNER, LLC

Held on September 20, 2018

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Dustin E. Gross
- 2. Jordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- I. Coleton E. Bragg
- 2. Craig L. Meredith
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Jeffrey J. Felde, the Chief Executive Officer of LuckyGunner, LLC
- 4. Ryan Connor
- 5. Keith Jackson

Business Discussed

- It was proposed that no additional contributions of capital be made to LuckyGunner, LLC as of the date of this
 meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of LuckyGunner, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of LuckyGunner, LLC.
 - i. This was approved by a vote of the Member.
- IV. Coleton E. Bragg briefly presented on the current status of the tax returns and tax elections of LuckyGunner, LLC. All tax filings are current, and LuckyGunner, LLC is on track to timely file its 2018 returns sometime in the first quarter of 2019.
 - A. It was proposed that no changes be made to LuckyGunner, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that Dustin E. Gross and Jordan M. Mollenhour be removed from having the authority to sign checks, approve or initiate wire transfers, and operate bank accounts.
 - This was approved by a vote of the Member.
- VI. It was proposed that LuckyGunner, LLC become Manager-Managed instead of Member-Managed.
 - A. This was approved by a vote of the Member.
 - B. Articles of Amendment or a similar form will be filed with the State of Tennessee as soon as possible to reflect this change regarding LuckyGunner, LLC.
- VII. It was proposed that Jeffrey J. Felde be elected to serve as the Manager of LuckyGunner, LLC.
 - A. This was approved by a vote of the Member.

Annual Meeting of LuckyGunner, LLC - September 20, 2018 Page 1

- B. Jeffrey J. Felde accepted his election as Manager and will begin serving as the Manager of LuckyGunner, LLC as of the date of this annual meeting.
- VIII. It was proposed that Jeffrey J. Felde also continue to serve as the Chief Executive Officer of LuckyGunner, LLC.
 A. This was approved by a vote of the Member.
 - IX. Ryan Connor briefly presented on the potential conflicts of interest faced by Ryan Connor, Craig Meredith, Keith Jackson, and Coleton Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for LuckyGunner, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
 - X. It was discussed among those in attendance that there are currently no potential claims or liabilities against LuckyGunner, LLC.
 - XI. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Member.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

a member

Member:

Mollenhour Gross, LLC

By , a member

Secretary of the Annual Meeting:

MINUTES FROM ANNUAL MEETING OF LUCKYGUNNER, LLC

Held on December 20, 2019

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Dustin E. Gross
- 2. Jordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Coleton E. Bragg
- 2. Briton S. Collins
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Jeffrey J. Felde, the Manager and Chief Executive Officer of LuckyGunner, LLC
- 4. Craig L. Meredith
- 5. Keith Jackson

Business Discussed:

- It was proposed that no additional contributions of capital be made to LuckyGunner, LLC as of the date
 of this meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton Bragg briefly presented on the current maintenance procedures and location for the books and records of LuckyGunner, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of LuckyGunner, LLC.
 - i. This was approved by a vote of the Member.
- IV. Keith Jackson briefly presented on the current status of the tax returns and tax elections of LuckyGunner, LLC. All tax filings are current, and LuckyGunner, LLC is on track to timely file its 2019 returns sometime in the first quarter of 2020.
 - A. It was proposed that no changes be made to LuckyGunner, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfer.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that no changes be made to LuckyGunner, LLC's management structure.
 - A. This was approved by a vote of the Member.

- VII. It was proposed that Jeffrey J. Felde continue to serve as the Chief Executive Officer of LuckyGunner, LLC.
 - A. This was approved by a vote of the Member.
- VIII. Briton Collins briefly presented on the potential conflicts of interest faced by Briton Collins, Craig Meredith, Keith Jackson, and Coleton Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for LuckyGunner, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
 - IX. It was discussed among those in attendance that there are currently no potential claims or liabilities against LuckyGunner, LLC.
 - X. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Member.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

Member:

Mollenhour Gross, LLC

a member

By ______, a member

Secretary of the Annual Meeting:

EXHIBIT S

MINUTES FROM ANNUAL MEETING OF RED STAG FULFILLMENT, LLC

Held on December 7, 2020

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Jordan M. Mollenhour
- 2. Dustin E. Gross
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Eric McCollom, the President of Red Stag Fulfillment, LLC.
- 2. Craig L. Meredith
- 3. Ryan Connor
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 4. Coleton E. Bragg
- 5. Keith Jackson

Business Discussed

- It was proposed that no additional capital contributions be made to Red Stag Fulfillment, LLC, as of the date of this meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg and Eric McCollom briefly presented on the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC. The books and records are maintained using SharePoint, QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC.
 - i. This was approved by a vote of the Member.
- IV. Keith Jackson briefly presented on the current status of the tax returns and tax elections of Red Stag Fulfillment, LLC. All tax filings are current, and Red Stag Fulfillment, LLC is on track to timely file its 2020 returns or an extension for such returns sometime in the first quarter of 2021.
 - A. It was proposed that no changes be made to Red Stag Fulfillment, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers, but that Eric McCollom, as President of Red Stag Fulfillment, LLC, continue to have the authority and discretion to determine the individuals who may use credit or debit cards on behalf of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that Eric McCollom continue to serve as President of Red Stag Fulfillment, LLC. Additionally, Eric McCollom shall also serve as Chief Operating Officer. It was further proposed and acknowledged that Red Stag Fulfillment, LLC shall embark on a search for a Chief Executive Officer.
 - A. This was approved by a vote of the Member.

Annual Meeting of Red Stag Fulfillment, LLC - December 7, 2020 Page 1

- VII. Ryan Connor briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan Connor, Keith Jackson, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Red Stag Fulfillment, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
- VIII. It was discussed among those in attendance that aside from three related lawsuits pending in the US District Court for the Southern District of Texas, there are currently no potential claims or liabilities against Red Stag Fulfillment, LLC.
 - IX. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice of this annual meeting be waived.
 - i. This was approved by a vote of the Members.

There being no further business to discuss, upon motion by Dustin E. Gross and carried, the meeting was adjourned.

Member:

Mollenhour Gross, LLC

By

Title: Member of Mollenhour Gross, LLC

By

Title: Member of Mollenhour Gross, LLC

Secretary of the Annual Meeting:

Signature Certificate

Document Ref.: KQYDX-WOBKQ-TLFUX-HRUK2

Document signed by:



Ryan Connor

Verified E-mail: ryan@mollenhourgross.com

50.193.189.193

Date: 07 Dec 2020 17:49:28 UTC





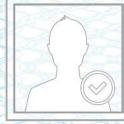
Jordan Mollenhour

Verified E-mail: jordan@mollenhourgross.com

24.158.122.247

Date: 07 Dec 2020 18:10:13 UTC





Dustin Gross

Verified E-mail: dustin@mollenhourgross.com

96.38.115.35

Date: 07 Dec 2020 19:11:27 UTC



Document completed by all parties on:

07 Dec 2020 19:11:27 UTC

Page 1 of 1



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MINUTES FROM ANNUAL MEETING OF RED STAG FULFILLMENT, LLC

Held on December 16, 2016

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Jordan M. Mollenhour
- 2. Dustin E. Gross
 - a. Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Eric McCollom, the President of Red Stag Fulfillment, LLC.
- 2. Craig L. Meredith
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Coleton E. Bragg

Business Discussed

- I. It was discussed among those in attendance that the Member is continuing to invest in expanding the capacity of Red Stag Fulfillment, LLC, and that future capital contributions will be necessary.
 - A. However, it was proposed that no additional contributions of capital be made to Red Stag Fulfillment, LLC as of the date of this meeting.
 - i. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC.
 - i. This was approved by a vote of the Member.
- IV. Coleton E. Bragg briefly presented on the current status of the tax returns and tax elections of Red Stag Fulfillment, LLC. All tax filings are current, and Red Stag Fulfillment, LLC is on track to timely file its 2016 returns sometime in the first quarter of 2017.
 - A. It was proposed that no changes be made to Red Stag Fulfillment, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers, but that Eric McCollom, as President of Red Stag Fulfillment, LLC, continue to have the authority and discretion to determine the individuals who may use credit or debit cards on behalf of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that there be no changes to the officer positions of Red Stag Fulfillment, LLC, and that Eric McCollom continue to serve as President of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.

- VII. Craig L. Meredith briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan M. Connor, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Red Stag Fulfillment, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
- VIII. Eric McCollom briefly presented on the potential need for Red Stag Fulfillment, LLC to obtain additional storage space.
 - A. It was proposed that Eric McCollom be authorized to investigate and outline a plan for adding storage space on the west coast.
 - i. This was approved by a vote of the Member.
 - IX. It was discussed among those in attendance that there are currently no potential claims or liabilities against Red Stag Fulfillment, LLC.
 - X. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Member.

There being no further business to discuss, upon motion by Dustin E. Gross and carried, the meeting was adjourned.

Member:	
Mollenhour Gross, LLC	
By	_
D _v .	
By	-
Secretary of the Annual Meeting:	

MINUTES FROM ANNUAL MEETING OF RED STAG FULFILLMENT, LLC

Held on December 11, 2017

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Jordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.
- 2. Dustin E. Gross

The following other persons were present:

- 1. Eric McCollom, the President of Red Stag Fulfillment, LLC.
- 2. Craig L. Meredith
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Coleton E. Bragg

Business Discussed

- It was discussed among those in attendance that the Member is continuing to invest in expanding the capacity of Red Stag Fulfillment, LLC, and that future capital contributions will be necessary.
 - A. However, it was proposed that no additional contributions of capital be made to Red Stag Fulfillment, LLC as of the date of this meeting, with it being understood that future requests for contributions will likely be forthcoming.
 - i. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC.
 - i. This was approved by a vote of the Member.
- IV. Coleton E. Bragg briefly presented on the current status of the tax returns and tax elections of Red Stag Fulfillment, LLC. All tax filings are current, and Red Stag Fulfillment, LLC is on track to timely file its 2017 returns sometime in the first quarter of 2018.
 - A. It was proposed that no changes be made to Red Stag Fulfillment, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers, but that Eric McCollom, as President of Red Stag Fulfillment, LLC, continue to have the authority and discretion to determine the individuals who may use credit or debit cards on behalf of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that there be no changes to the officer positions of Red Stag Fulfillment, LLC, and that Eric McCollom continue to serve as President of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.

Annual Meeting of Red Stag Fulfillment, LLC - December 11, 2017 Page 1

- VII. Craig L. Meredith briefly presented on the potential conflicts of interest faced by Craig L. Meredith and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Red Stag Fulfillment, LLC.
 - A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
- VIII. It was discussed among those in attendance that there are currently no potential claims or liabilities against Red Stag Fulfillment, LLC.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

Member:

Mollephour Gross, LLC

By

Secretary of the Annual Meeting:

MINUTES FROM ANNUAL MEETING OF

Red Stag Fulfillment, LLC

Held on December 20, 2019

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Jordan M. Mollenhour
 - a. Served as the Chairperson of the meeting.
- Dustin E. Gross

The following other persons were present:

- 1. Coleton E. Bragg
- 2. Ryan M. Connor
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Craig L. Meredith
- 4. Keith Jackson
- 5. Eric McCollom

Business Discussed

- It was proposed that no additional contributions of capital be made to Red Stag Fulfillment, LLC ("Company") as
 of the date of this meeting.
 - A. This was approved by a vote of the Members.
- II. It was proposed that no distributions of net cash flow be made to the Members at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Members.
- III. Coleton E. Bragg briefly presented on the current maintenance procedures and location for the books and records of Company. The books and records are maintained using QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of Company.
 - i. This was approved by a vote of the Members.
- IV. Keith Jackson briefly presented on the current status of the tax returns and tax elections of Company. All tax filings are current, and Company is on track to timely file its 2019 returns sometime in the first quarter of 2020.
 - A. It was proposed that no changes be made to Company's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Members.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers.
 - A. This was approved by a vote of the Members.
- VI. It was proposed that Eric McCollom continue to serve as President of Company.
 - A. This was approved by a vote of the Members.
- VII. Ryan M. Connor briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Ryan M. Connor, Keith Jackson, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M. Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Company.
 - It was proposed that any actual or potential conflict of interest be waived.

- i. This was approved by a vote of the Members.
- VIII. It was discussed among those in attendance that there are currently no potential claims or liabilities against Company.
 - IX. It was discussed among those in attendance that notice of the annual meeting was not formally given as required under the Operating Agreement.
 - A. It was proposed that the notice for this annual meeting be waived.
 - i. This was approved by a vote of the Members.

There being no further business to discuss, upon motion by Jordan M. Mollenhour and carried, the meeting was adjourned.

Member:

Mollenhour Gross, LLC

Title: Member of Molle hour Gross, LLC

Title: Member of Mollenhour Gross, LLC

Secretary of the Annual Meeting:

MINUTES FROM ANNUAL MEETING OF RED STAG FULFILLMENT, LLC

Held on December 21, 2018

The following were present on behalf of Mollenhour Gross, LLC, the Member:

- 1. Jordan M. Mollenhour
- 2. Dustin E. Gross
 - Served as the Chairperson of the meeting.

The following other persons were present:

- 1. Eric McCollom, the President of Red Stag Fulfillment, LLC.
- 2. Craig L. Meredith
 - a. Served as the Secretary of the meeting and was the person memorializing these minutes.
- 3. Coleton E. Bragg
- 4. Keith Jackson

Business Discussed

- It was proposed that no additional capital contributions be made to Red Stag Fulfillment, LLC, as of the date of
 this meeting.
 - A. This was approved by a vote of the Member.
- II. It was proposed that no distributions of net cash flow be made to the Member at this time, and that current procedures on distributions continue to be followed.
 - A. This was approved by a vote of the Member.
- III. Coleton E. Bragg and Eric McCollom briefly presented on the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC. The books and records are maintained using SharePoint, QuickBooks Online, and the books and records are stored on a company-specific location on Box.com.
 - A. It was proposed that no changes be made to the current maintenance procedures and location for the books and records of Red Stag Fulfillment, LLC.
 - i. This was approved by a vote of the Member.
- IV. Keith Jackson briefly presented on the current status of the tax returns and tax elections of Red Stag Fulfillment, LLC. All tax filings are current, and Red Stag Fulfillment, LLC is on track to timely file its 2018 returns or an extension for such returns sometime in the first quarter of 2019.
 - A. It was proposed that no changes be made to Red Stag Fulfillment, LLC's current plan for its tax returns and tax elections.
 - i. This was approved by a vote of the Member.
- V. It was proposed that no changes be made to the individuals granted the authority to sign checks, or approve or initiate wire transfers, but that Eric McCollom, as President of Red Stag Fulfillment, LLC, continue to have the authority and discretion to determine the individuals who may use credit or debit cards on behalf of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.
- VI. It was proposed that there be no changes to the officer positions of Red Stag Fulfillment, LLC, and that Eric McCollom continue to serve as President of Red Stag Fulfillment, LLC.
 - A. This was approved by a vote of the Member.
- VII. Craig L. Meredith briefly presented on the potential conflicts of interest faced by Craig L. Meredith, Keith Jackson, and Coleton E. Bragg in performing legal services and accounting services for both Jordan M.

Annual Meeting of Red Stag Fulfillment, LLC - December 21, 2018 Page 1

Mollenhour and Dustin E. Gross personally, other entities owned by Jordan M. Mollenhour and Dustin E. Gross, and for Red Stag Fulfillment, LLC.

- A. It was proposed that any actual or potential conflict of interest be waived.
 - i. This was approved by a vote of the Member.
- VIII. It was discussed among those in attendance that there are currently no potential claims or liabilities against Red Stag Fulfillment, LLC.

There being no further business to discuss, upon motion by Dustin E. Gross and carried, the meeting was adjourned.

Member:

By

Mollenhour Gross, LLC

Member

Manufacture 1

Secretary of the Annual Meeting:

EXHIBIT T

2015

Limited Liability Company Annual Report

Due on or Before: January 1, 2015 ID: 2014-000656522

ID: 2014-0006565
State of Formation: Wyoming
License Tax Paid: \$50.00

License Tax Paid: \$50.00
AR Number: 02127810

Northumbria Capital Lending LLC

1: Mailing Address

PO Box 10820 Jackson, WY 83002

2: Principal Office Address 690 S US Hwy 89 Ste 200 PO Box 12200 Jackson, WY 83002

Phone: (202) 417-7749

Email: taxcompliance@bss-llc.com

For Office Use Only

Wyoming Secretary of State

200 West 24th Street, Cheyenne, WY 82002-0200

307-777-7311

https://wyobiz.wy.gov/Business/AnnualReport.aspx

<u>Current Registered Agent:</u>
Mountain Business Center, LLC
690 S Hwy 89 Ste 200

PO Box 12200

Jackson, WY 83002

 Please review the current Registered Agent information and, if it needs to be changed or updated, complete the <u>appropriate</u> Statement of Change form available from the Secretary of State's website at http://soswy.state.wy.us

I hereby certify under the penalty of perjury that the information I am submitting is true and correct to the best of my knowledge.			
Craig Meredith	Craig Meredith	November 13, 2014	
Signature	Printed Name	Date	

The fee is \$50 or two-tenths of one mill on the dollar (\$.0002), whichever is greater.

Instructions:

- 1. Complete the required worksheet.
- 2. Sign and date this form and return it to the Secretary of State at the address provided above.

EXHIBIT U

(Confidential document excluded from public filing)

EXHIBIT V

Who We Are

Who We Arent

What Others Say

What We Want

What We Do

Contact Us

Who We Are

> Who We Arent

What Others

What We

Want

What We Do

Contact Us

We like to buy all or a portion of exceptional businesses that are a testament to their founders' character, hard work, and market success.

Who We Are

Who We Aren't

What Others Say

We like to buy all or a portion of exceptional businesses that are a testament to their founders' character, hard work, and market success.

Who We Are

Jordan Mollenhour and Dustin Gross have worked together since 2004 to start, grow, and invest in businesses in a variety of industries. Some of those businesses have failed and others have prospered. Throughout the worst of times and the best of times, Jordan and Dustin have remained committed to learning, to improving, and to becoming the types of people they themselves would want to be in business with: competent, honest, and upbeat.

The Mollenhour Gross approach to investing begins with Jordan and Dustin's years of experience as entrepreneurs, who themselves grappled with the daily trials and tribulations of running a business. It's easy for them to relate to most business owners, as they've personally experienced the devastating lows of a hard-hitting financial crisis and the

Who We Are

Who We Aren't

What Others Say

These experiences and others helped forge Jordan and Dustin into the partners and investors they are today. They think and invest with a long future in mind and they invest in and rely on exceptional people to lead, manage, and grow their portfolio companies. If you own a business that you have an interest in selling, please take a moment to read our open letter to you and to others who have similarly earned our respect.

Who We Aren't

Private Equity

We don't plan to leverage up your business, invade it with MBAs, overhaul it, and then unload it in 5-7 years — although we're happy to provide a long term, stable home from those who have.

Micromanagers

We don't have MBAs and consultants at the ready to transform your creation — in fact, we wouldn't be interested if we didn't like what we already see.

Activist Investors

We aren't looking to force people into actions or relationships – if you don't want to partner with us, the feeling is mutual.

"buy low and sell high." As long as your business is successful and enjoyable, with few exceptions, we're inclined to pass it down with our estate.

we aren't benoiden to
investors or capital calls
and we aren't restricted by
portfolio allocation fences
— we enjoy the flexibility
of broad and rapid
decisions.

quarterly earnings
(we prefer time
horizons of decades
and generations) and
we aren't burdened by
irrational red tape and
compliance.

What Others Say

My wife and I spent 5 years building a business that we then sold to Jordan and Dustin. We are proud of what we built and how it continues to serve the same customers to this day. Throughout the entire transaction and even afterwards, Jordan and Dustin did everything they said they would do and with utmost integrity. At the final settlement, they even paid us more than what we told them was owed because they determined the correct amount to be higher. We did not know about the miscalculation until their wire transfer was in our bank account. We could not have asked for a better group of people to buy our business.

Undisclosed Entrepreneur and (Former) Business Owner Texas



With 64 years of business experience, I have had the opportunity to meet and work with many professionals along the way. To be successful, you must constantly surround yourself with good people. Regardless of what field or industry — the people are what make the difference Jordan and Dustin are two of the most principled, reliable, and hard-working businessmen I have encountered. Leading up to the 2008 financial crisis, Clayton Bank and Trust partnered with Jordan and Dustin as a lender to their real estate company. During those difficult times, a

Founder of Clayton Homes and Founder/Chairman of Clayton Bank

I've been the President of a wholly-owned subsidiary of theirs since May 2013. Since then, I have been happily surprised by the combination of support and autonomy that I have received from Dustin and Jordan. Spending the previous 10 years as a business management consultant for some of the largest corporations in America, I have the benefit of seeing the stark contrast between how they run their companies as compared to many other businesses operating today. They genuinely care about their teams and go far beyond the norm to encourage the personal and professional growth of everyone that works for them. Their intense, high energy, entrepreneurial drive is contagious and makes "work" a lot of fun for me and my team. I trust their motivations and judgment unwaveringly and look forward to the years of profitable growth we are going to share together.

Eric M.
President
a Mollenhour Gross Portfolio Company
Tennessee and Utah



In 2014, Jordan and his team purchased a family-run business operated by two of my clients. Although I was on the opposite side of the table from Jordan, he was a pleasure to do business with. He communicated clearly and consistently throughout the sale process and always acted in good faith and on deadline. We could believe in their offer because they delivered on every promise. When issues surfaced, Jordan was always ready to tackle the problem with a calm, methodical, problem-solving mind set. His team was also super organized and reliable. In my 35+ year career in M&A, I have met few executives with the integrity and work ethic of Jordan and his team. I look forward to working with Jordan's group again in the near future.

F. Clayton Chambers
Partner and Managing Director of Investment Banking
Davis/Chambers & Co, Ltd.

Texas

work with.

As the CEO of a business they own and control, they have given me virtually free reign to operate the business in the direction I wish to lead it with few exceptions that have always been rational, dependable, and fair. It's been a fantastic opportunity to work with Jordan and Dustin as they have created an environment that has allowed me to personally grow and develop into a better leader due in part to their ability to allow me to fail forward at times. I couldn't ask for a better balance of predictability, support, and stability to build a business and brand over the long-term.

Jeffrey F. CEO a Mollenhour Gross Portfolio Company *Tennessee*



Selling my business to Jordan and Dustin in 2013 was one of the best decisions I ever made. I spent 30 years building my company before the sale and was looking for a way to exit so that I could slow down and enjoy an early retirement in sunny Florida. We closed only 10 days after the contract was signed and I got paid in full that day. It was a pleasant, fair, and seamless transaction that could not have gone any better. I keep in touch with them even now and consider them friends.

Eric S.
Entrepreneur and (Former) Business Owner
New Jersey

I first met Dustin in 2012 through a local network for entrepreneurs. We were both part of a confidential, peer-sharing program comprised of business owners that met monthly to candidly discuss the crucial aspects of our lives and businesses. It didn't take me long to discover that Dustin is frank, insightful, and intense with an impeccable character. Over the years I have been continually impressed by Dustin's business acumen and the focus he has on building profitable ventures. I've also found him to be dependable and trustworthy as well; when he says he's going to do something, he does it.



Dustin and Jordan have had a relationship with Pinnacle Bank for several years. During that time I have had the opportunity to get to know them and talk at length with them about the way they approach business. I have found them to be thoughtful, experienced, and extremely mindful of the need to attend to detail. They are logical in their thought processes and are good at communicating what they are trying to create in their businesses and why they are building their businesses the way they are.

J. Harvey White Regional Executive and Chief Credit Officer Pinnacle Financial Partners

I have known Dustin since 2007; during that time, we have done business together, our families have vacationed together, and I have observed him in a wide range of situations and circumstances — both financial and personal. I have had the opportunity to watch him while his businesses were pummeled by the financial crisis — and when they have experienced significant prosperity and growth. Through it all, I have never known him to break a commitment (even when costly and easy to justify). He has been consistently family—oriented, unpretentious, and always conducted himself with the utmost integrity.

Scott Zimmerman
Founder and President
Capital City Real Estate
Washington, D.C. and Georgia



Having served as Jordan Mollenhour's b-school faculty mentor since 2005, I am honored to provide this reference for him. Together, we navigated the talent development journey from graduate student, entrepreneur, manager to now, investor. During this period, Jordan earned my trust and respect with his ever-present commitment to personal standards of excellence for himself and for those around him.

successful business models. Like others, I enjoy being on Jordan's team as I know sustainable business value will be created.

Glenn D. Swift, (Former) Executive at AT&T and (Former) Lecturer of Entrepreneurship & Innovation University of Tennessee Haslam College of Business

This is a short story (all true) with a happy ending. I've been a hard worker all my life, spending 29 years with a Fortune 500 company in manufacturing for the auto/heavy truck market. Very early in my career, I decided that one of two things might happen: they might decide they didn't want me any longer, or I might decide that I wanted something different. That revelation caused me to start my own part-time business in 1982.

Over the next 20+ years Read more...

Dave Z.
Entrepreneur and (Former) Business Owner
Ohio



What Others Say

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Undisclosed Entrepreneur and (Former) Business Owner

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Jordan and Dustin are two of the most principled, reliable, and hard-working businessmen I have encountered. Leading up to the 2008 financial crisis, Clayton Bank and Trust partnered with Jordan and Dustin as a lender to their real estate company. During those difficult times, a payment was never missed and a promise was never broken. Clayton Bank and Trust is appreciative of the long-standing relationship with Jordan and Dustin, two men whose word is gold.

Jim Clayton Founder of Clayton Homes and Founder/Chairman of Clayton Bank

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I've worked closely with Jordan and Dustin since the Fall of 2007 and have closely observed them through good times of profitable growth and through very bad market conditions. They have been consistent in honoring their commitments even when it was extremely costly to do so during the depths of the financial crises. They have always been honest, rational, and fair to work with.

As the CEO of a business they own and control, they have given me virtually free reign to operate the business in the direction I wish to lead it with few exceptions that have always been rational, dependable, and fair. It's been a fantastic opportunity to work with Jordan and Dustin as they have created an environment that has allowed me to personally grow and develop into a better leader due in part to their ability to allow me to fail forward at times. I couldn't ask for a better balance of predictability, support, and stability to build a business and brand over the long-term.

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John McNeely President/CEO Sword & Shield Enterprise Security, Inc.

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Over the next 20+ years Read more...

Dave Z.
Entrepreneur and (Former) Business Owner
Ohio

What We Want

Established, successful, predictable,

Frugal and conservative cultures.

success that we can understand.

finance and expense accounts.

Honest and humble owners & operators.

We're hardworking and ambitious, but we're also unpretentious and eager to learn. Life is too short and complicated to be contentious and arrogant.

Capable and honest management.

We don't have a stable of MBAs to optimize your business after you sell it to us. We're looking for management that loves the business and can continue to grow your business after you've sold it to us.





We are sincerely grateful to each of the fine people who are the founders, entrepreneurs, managers, and business leaders responsible for the brands shown below. We have had the privilege and good fortune of making investments in their future success and as investors, we give deference to their integrity and good judgment as they continue to lead their teams and serve their respective customers and clients each day. As entrepreneurs ourselves, we also admire their hard work and their commitment to providing world-class products, services, and solutions.

Who We Are

Who We Aren't

What Others Say

providers globally.



Provides packaged terminal air conditioner units, accessories, and supporting services to diverse markets through a unique combination of e-commerce retail, enterprise sales, refurbishment production, and field services.

and healthy lifestyle products from both legacy and proprietary brands.



Develops and supports warehouse management software in the e-commerce and third-party logistics market.



Creates intelligent marketing websites that connect customers to self-storage through online rentals, bill pay, lease eSign, and more.



Offers world-class warehousing and order fulfillment services from its strategically located facilities.



Provides turnkey solutions for contract filling companies, brand managers, and retail partners to seamlessly transition consumer packaged goods in automotive and household chemicals into eco-friendly packaging processes and products.

Investments We Manage

As entrepreneurs, we continue to personally manage occasional investments in real estate, public securities, specialty loans, and other (sometimes unusual) assets. While we welcome opportunities to make such investments, our foremost objective remains to buy or invest (long-term) in operating businesses that are actively managed by independent teams of talented, trustworthy, and respectable folks.

Who We Are Who We Aren't

What Others Say

Contact info:

Your Name*



11409 Municipal Center Drive, #23434,

Email*

Knoxville, Tennessee 37933-1434

Message*



(865) 280-1748

Send Message!

EXHIBIT W

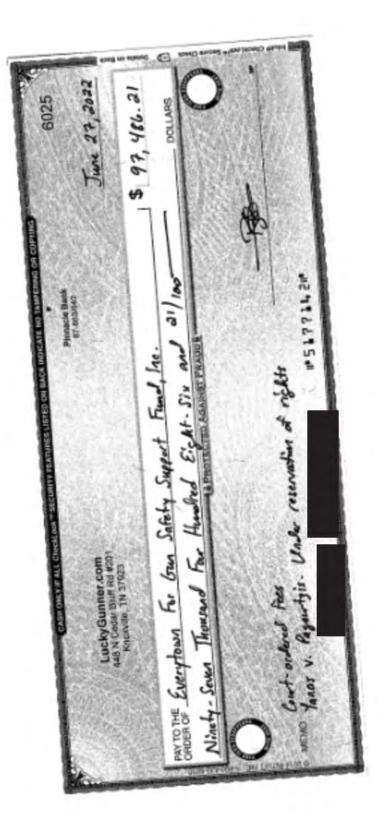


EXHIBIT X

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Heather Ybarra on behalf of Clint McGuire

Bar No. 24013139

heather@mmtriallawyers.com

Envelope ID: 67451486

Status as of 8/19/2022 9:06 AM CST

Associated Case Party: Rosie Yanas

Name BarNumber Email TimestampSubmitted Status Ron Rodgers ron@rodgerslawgroup.com 8/18/2022 4:58:33 PM SENT

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Status as of 8/19/2022 9:06 AM CST

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Yvette Munoz		yvette@chandlerlawllp.com	8/18/2022 4:58:33 PM	SENT

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Heather Ybarra on behalf of Clint McGuire

Bar No. 24013139

heather@mmtriallawyers.com

Envelope ID: 67451486

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Associated Case Party: LuckyGunner, LLC

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heather@mmtriallawyers.com

Envelope ID: 67451486

Status as of 8/19/2022 9:06 AM CST

Associated Case Party: Antonios Pagourtzis

Name BarNumber Email TimestampSubmitted Status Ron Rodgers ron@rodgerslawgroup.com 8/18/2022 4:58:33 PM SENT

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heather@mmtriallawyers.com

Envelope ID: 67451486

Status as of 8/19/2022 9:06 AM CST

Associated Case Party: Rhonda Hart

Name BarNumber Email TimestampSubmitted Status Jasminder Singh jsingh@actlaw.com 8/18/2022 4:58:33 PM SENT

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Bar No. 24013139

heather@mmtriallawyers.com

Envelope ID: 67451486

Status as of 8/19/2022 9:06 AM CST

Associated Case Party: William Billy Beazley

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Terri French		terri@apffellegal.com	8/18/2022 4:58:33 PM	SENT
D. Blake Apffel		blake@apffellegal.com	8/18/2022 4:58:33 PM	SENT
Jessica Clark		jessica@apffellegal.com	8/18/2022 4:58:33 PM	SENT