

THE SUPREME COURT OF THE STATE OF NEVADA

Vinco Ventures, Inc.,

Petitioners,

v.

The Eighth Judicial District Court, in and
for the County of Clark,
State of Nevada, and Timothy C.
Williams, District Judge,

Respondents,

and

Theodore Farnsworth, Lisa King,
Roderick Vanderbilt, Erik Noble, and
Ross Miller,

Real parties in interest.

Case No.

District Case No. A-22-836404-B

Dept No. XVI

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Clerk of Supreme Court

**Appendix Vol. I to Interlocutory Appeal as of Right or, in the Alternative,
Emergency Petition for Writ of Mandamus and/or Prohibition under NRAP
27(e) from the Eighth Judicial District Court
The Honorable Timothy C. Williams**

Relief requested under NRAP 27(e) by September 26, 2022

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ALPHABETICAL INDEX

Document	Filing Date	Volume and Bates Number(s)
Complaint for Injunctive Relief and Damages	August 3, 2022	I PA 000001-19
Defendant Theodore Farnsworth's Answer to Plaintiff's Complaint	August 29, 2022	II PA 000352-369
Defendants' Acceptance of Service of Summonses, Plaintiff's Complaint, Emergency Motion for Temporary Restraining Order and Preliminary Injunction, Ex Parte Order Granting Plaintiff's Emergency Motion	August 6, 2022	I PA 000106-108
Defendants Lisa King and Roderick Vanderbilt's Answer to Plaintiff's Complaint	August 29, 2022	II PA 000370-400
Errata to Plaintiff's Notice of Objection to August 17, 2022 Order	August 18, 2022	I PA 000119-122
Ex Parte Order Granting Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction	August 5, 2022	I PA 000100-105
Further Order of the Court Regarding Temporary Restraining Order and Preservation of Status Quo for Vinco Ventures, Inc.	August 19, 2022	I PA 000132-138
Notice of Entry of Further Order of the Court Regarding Temporary Restraining Order and Preservation of Status Quo for Vinco Ventures, Inc.	August 19, 2022	I PA 000139-147
Notice of Entry of Order Directing Plaintiff to Pay Payroll, Precluding Plaintiff from Terminating Employees, Setting Limitations on Expenditures, and Setting Limitations and Conditions Regarding Plaintiff's Board Meetings	August 18, 2022	I PA 000123-131

Notice of Objection to August 17, 2022 Order	August 18, 2022	I PA 000115-118
Notice of Objection to August 19, 2022 Order	August 19, 2022	I PA 000148-151
Opposition by Defendant Theodore Farnsworth to Plaintiff's Motion for Clarification of the Court's August 17, 2022 Order	September 6, 2022	III PA 000529-546
Opposition by Defendants Lisa King and Roderick Vanderbilt to Plaintiff's Motion for Clarification of the Court's August 17, 2022 Order	September 6, 2022	III PA 000547-718
Order Directing Plaintiff to Pay Payroll, Precluding Plaintiff from Terminating Employees, Setting Limitations on Expenditures, and Setting Limitations and Conditions Regarding Plaintiff's Board Meetings	August 17, 2022	I PA 000109-114
Order Granting Motion for Limited Expedited Discovery & Appointment of Special Master	September 1, 2022	II PA 000421-431
Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction	August 4, 2022	I PA 000020-34
Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction – Supporting Declaration by Counsel	August 4, 2022	I PA 000035-37
Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction – Supporting Declaration by John Colucci	August 4, 2022	I PA 000038-47
Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction – Supporting Exhibits to Declaration by John Colucci	August 4, 2022	I PA 000048-99
Plaintiff's Motion for Clarification of the Court's August 17, 2022 Order	August 31, 2022	II PA 000401-420

Plaintiff's Motion on Order Shortening Time to Modify Order Appointing Ross Miller and Lisa King as Co-CEOs	August 29, 2022	II PA 000306-II PA 000351
Recorder's Transcript of August 16, 2022 Hearing	August 25, 2022	I PA 000152- 185
Recorder's Transcript of August 17, 2022 Hearing	August 25, 2022	I PA 000186-II PA 000266
Recorder's Transcript of August 18, 2022 Hearing	August 25, 2022	II PA 000267- 305
Recorder's Transcript of August 31, 2022 Hearing	September 6, 2022	II PA 000432-III PA 000528

CERTIFICATE OF SERVICE

I hereby certify that this **Appendix to Interlocutory Appeal as of Right or, in the Alternative, Emergency Petition for Writ of Mandamus and/or Prohibition under NRAP 27(e)** was filed electronically with the Nevada Supreme Court on September 12, 2022. Case participants who are registered with Eflex will be served by the Eflex system and other parties, listed below, who are not registered with the Eflex will be served with a copy of the foregoing via hand delivery or U.S. Mail

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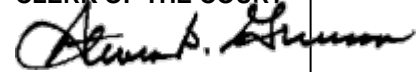
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TAB 1

TAB 1



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CASE NO: A-22-856404-B
Department 31

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 VINCO VENTURES, INC.,

11 Plaintiff,

12 vs.

13 THEODORE FARNSWORTH, LISA KING,
14 RODERICK VANDERBILT, and ERIK NOBLE,

15 Defendants.

CASE NO.:
DEPT. NO.:

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

BUSINESS COURT REQUESTED

(Arbitration Exemption Requested Pursuant to
N.A.R. 3(A): Extraordinary/Injunctive Relief;
and Declaratory Relief)

17 Plaintiff Vinco Ventures, Inc. (the “Company”), by and through its attorneys Mark J.
18 Connot, of the law firm Fox Rothschild LLP, complains and alleges against Defendants Theodore
19 “Ted” Farnsworth (“Farnsworth”), Lisa King (“King”), Roderick “Rod” Vanderbilt (“Vanderbilt”),
20 and Erik Noble (“Noble,” and together with Farnsworth, King, and Vanderbilt, “Defendants” or the
21 “Farnsworth Group”), as follows:

22 This case should be exempted from the Court Annexed Arbitration Program pursuant to
23 N.A.R. 3(A) because this case seeks extraordinary/injunctive relief; and declaratory relief.

24 **INTRODUCTION**

25 1. The Company is a digital media, advertising, and content technologies holding
26 company formed in Nevada on July 18, 2017.

27 2. Defendants’ recent illegal and reckless actions have jeopardized the Company and
28 put its continued existence at risk. In just the past couple weeks, Farnsworth, with the help of the

1 Farnsworth Group, have conspired to seize control of the Company through illicit and invalid
2 purported Board actions, and to attempt to legitimize that falsely-claimed authority through
3 materially false and misleading Current Report on Form 8-Ks filed with the Securities and
4 Exchange Commission (“SEC”) on July 14, 2022 and July 22, 2022, as well as materially false and
5 inaccurate press releases and disclosures made by Farnsworth through YouTube videos and social
6 media channels.

7 3. When the Company sought to make corrective and clarifying SEC filings, the
8 Farnsworth Group blocked these attempts by changing SEC login passcodes and incorrectly
9 representing to the SEC, as well as EDGAR printing service firms, that Mr. Farnsworth had
10 authority to act on behalf of the Company.

11 4. In approximately three weeks, Defendants have created chaos at the Company,
12 including causing an amendment to defer a \$33 million payment to October 1, 2022 on a secured
13 convertible note that was due on July 22, 2022, which the Company had spent significant time and
14 negotiations, not be signed given the blockages on SEC filings that defendants had created.

15 5. This caused the Company to lose the opportunity to defer the \$33 million payment,
16 thereby negatively impacting the Company’s financial position.

17 6. After weeks of meetings, the Board of Directors finally put an end to the disorder on
18 July 24, 2022, and officially voted to terminate Defendants, who were at-will employees and did
19 not have employment contracts, from the Company effective immediately. Defendants have been
20 notified in writing that they no longer hold any position with the Company, may not make any SEC
21 filings or press releases on the Company’s behalf, must relinquish all SEC codes, are denied access
22 to the Company’s servers and email, and must return all personal devices. Yet, Defendants refuse to
23 accept any of that as they persist in refusing to relinquish control of the Company. In fact, on
24 August 1, 2022, the Farnsworth Group attempted to (i) appoint Farnsworth as Interim CEO; (ii) put
25 both the Interim Chief Executive Officer, John Colucci (“Colucci”), the Chief Financial Officer,
26 Philip Jones (“Jones”) on administrative leave; and (iii) hire an Interim CFO to replace Jones.
27 These extreme actions by non-employees will further place at risk the Company’s upcoming Form
28 10-Q filing due August 15, 2022, and its relationship with its auditors Marcum LLP who must

1 consent to such filing. Despite having no legal authority to take these actions or make these claims,
2 the Farnsworth Group continues to hold the Company's assets and internal systems hostage and
3 continue to spread lies to the world that they control the Company.

4 7. Defendants' renegade conduct has caused real and lasting harm to the Company, but
5 their refusal to accept their terminations and cede any and all apparent Company authority will
6 cause irreparable harm if left unchecked by this Court. Currently, Defendants have completely
7 blocked the Company's validly appointed Interim CEO and CFO from all Company systems and
8 continue to hold the Company hostage. They have attempted to take over the Company's bank
9 accounts, including approximately \$17 million in cash, causing the bank to freeze all accounts.
10 They have purported to place the Interim CEO and the CFO on administrative leave and pressure
11 and harass the comptroller to assign control of bank accounts to people under the control of
12 Farnsworth. Farnsworth and the Farnsworth Group are continuously harassing and bullying the
13 accounting team to try to get them to capitulate and add new authorized users under the Farnsworth
14 Group's control to the bank accounts and payment systems.

15 8. Defendants have blocked reorganization efforts that include layoffs. This is causing
16 hundreds of thousands of dollars of payroll and benefits to continue to be due and owing every two
17 weeks and their actions have precluded appropriate compliance with state and Federal Worker
18 Adjustment and Retraining Notifications ("WARN") Act and related regulations.

19 9. Defendants were subject to an Order to Show Cause, issued by a New York State
20 Supreme Court judge on July 29, 2022, in *Vinco Ventures, Inc., v. Theodore Farnsworth et. Al*, No.
21 E2022005847 (N.Y. Sup. Ct.) (the "New York Action") related to why that Court should not,
22 among other things, order the Defendants Mr. Farnsworth and Ms. King to be:

- 23 • enjoined from holding themselves out as employed by Vinco,
- 24 • enjoined from accessing computer systems, servers and emails
- 25 • enjoined from entering premises, and
- compelled to turn over SEC passcodes.

26 10. The Company will be voluntarily dismissing the New York Action on or about the
27 date hereof in order to bring this action in Nevada since the Defendants' claimed in their court
28 filings in that case that Nevada was the proper forum.

1 11. The Company has an obligation to file a Form 10-Q on August 15, 2022, and Jones,
2 the Company's CFO, has been shut out of systems and emails and ostensibly put on administrative
3 leave by these non-employees, as previously mentioned, the Company does not have control of the
4 SEC Codes and the SEC has indicated it will not release the codes to anyone until there is a court
5 order or an agreement amongst the parties, and Defendants have refused to agree to release the
6 codes and relinquish the usurped dominion and control that they have taken over the Company in a
7 hostile takeover.

8 12. The Bylaws of the Company specifically state that no action may be taken without a
9 quorum of three directors, and yet King and Vanderbilt are repeatedly flaunting that requirement to
10 claim dominion and control of the Board and have attempted to fire the Interim CEO and the CFO.
11 In response to the idea that King and Vanderbilt could take any action as a board of two is directly
12 contradicted and expressly prohibited by the Company's bylaws. Section 3.8 of Vinco's bylaws
13 explicitly state "At all meetings of the board of directors, **a majority of the authorized number of**
14 **directors shall constitute a quorum for the transaction of business and the act of a majority of the**
15 **directors present at any meeting at which there is a quorum shall be the act of the board of**
16 **directors**, except as may be otherwise specifically provided by statute, the Articles of Incorporation,
17 or these bylaws." (emphasis added) Therefore, numerous attempted actions taken by King and
18 Vanderbilt as a board of two is expressly prohibited, including renaming previously fired
19 Farnsworth as CEO, since the bylaws currently require three directors to take any valid Board
20 action, and is yet further evidence of their blatant disregard for applicable laws, rules, regulations
21 and orders.

22 13. Without immediate court intervention, the public shareholders of the Company will
23 be robbed of their Company under a hostile takeover for no consideration and with illegal corporate
24 actions and SEC filings. Actions by the FTC and SEC will come too late to block the dissipation of
25 assets of the Company and a repeat of the MoviePass / Helios bankruptcy, which Farnsworth and
26 Vanderbilt orchestrated before, and it will likely occur again.

27 14. The Company now brings this action seeking to hold Defendants accountable for the
28 harm they have caused and to enjoin them any further purported action on the Company's behalf.

1 **THE PARTIES**

2 15. The Company is a publicly traded Nevada corporation that is duly authorized to do
3 business in this State, and has a principal place of business located at 500 Linden Oaks, Suite 300,
4 Rochester, Monroe County, New York.

5 16. Farnsworth, is a natural person with a residence located at 491 State Highway 10,
6 Caroga Lake, Fulton County, New York.

7 17. King is a natural person with a residence located at 19 Capstone Rise, Rochester,
8 Monroe County, New York.

9 18. Vanderbilt is a natural person with a residence located at 275 NE 18th St., Apt. PH 7,
10 Miami, Florida 33132.

11 19. Noble is a natural person with a residence located at 1400 Ribbon Limestone
12 Southeast Terrace, Leesburg, Virginia 20175.

13 **JURISDICTION AND VENUE**

14 20. This Court has personal jurisdiction over all parties involved pursuant to the
15 Company's Articles of Incorporation.

16 21. The Court has subject matter jurisdiction over this action as the Company has
17 suffered, and continues to suffer, damages in excess of \$15,000.00 as a result of Defendants'
18 actions.

19 22. Venue is appropriate pursuant to the Company's Articles of Incorporation.

20 23. Article XIII of the Company's Articles of Incorporation provides:

21 To the fullest extent permitted by law, and unless the [Company] consents in writing
22 to the selection of an alternative forum, the courts of the State of Nevada shall be the
23 sole and exclusive forum for (a) any derivative action or proceeding brought on
24 behalf of the [Company], (b) any action or proceeding asserting a claim of breach of
25 a fiduciary duty owed by any director or officer of the [Company] to the [Company]
26 or the [Company's] shareholders, (c) any action or proceeding asserts a claim against
27 the [Company] arising pursuant to any provision of the Nevada Revised Statutes or
28 the [Company's] articles of incorporation or bylaws (as either might be amended
from time to time), or (d) any action or proceeding asserting a claim against the
corporation governed by the internal affairs doctrine. . . . Any person or entity
purchasing or otherwise acquiring any interest (including beneficial ownership) in
shares of capital stock of the [Company] shall be deemed to have notice of and
consented to the provisions of this Article XIII.

1 **FACTUAL BACKGROUND**

2 **A. Farnsworth's Recent History of Running Companies Into the Ground and**
3 **Investigations by Regulators.**

4 24. From January 2017 through September 2019, Farnsworth served as Chairman of the
5 Board and Chief Executive Officer of Helios and Matheson Analytics Inc. ("Helios"), a former
6 Nasdaq listed and publicly traded company.

7 25. In December 2017, Helios, which was operating under Farnsworth's control,
8 acquired a controlling interest in MoviePass, Inc. ("MoviePass"). Farnsworth then became a
9 director for MoviePass until September 2019, when MoviePass ceased operations.

10 26. Helios and the Company are similar in that both companies owned a major
11 subsidiary upon which virtually all of its operations are based.

12 27. On January 28, 2020, after suffering over \$150 million in losses under Farnsworth's
13 control, Helios filed for Chapter 7 Bankruptcy.

14 28. On June 7, 2021, the Federal Trade Commission (the "FTC") filed a complaint
15 against MoviePass, Helios, Farnsworth and another officer of MoviePass whereby the FTC alleged
16 that, among other things, MoviePass, Helios, Farnsworth and the other officer deceptively marketed
17 MoviePass services and employed tactics to prevent subscribers from using the MoviePass service
18 as advertised.

19 29. On October 1, 2021, the FTC, Farnsworth and the other defendants finalized a
20 settlement of the FTC's allegations. Pursuant to Farnsworth's settlement with the FTC, Farnsworth
21 is barred for twenty (20) years from, among other things, misrepresenting his business and security
22 practices and collecting or sharing consumers' personal information without first implementing
23 stringent safeguards and controls.¹

24 **B. Farnsworth's and Vanderbilt's Longstanding Relationship.**

25 30. Upon information and belief, Vanderbilt and Farnsworth have over a twenty-year
26 personal and business relationship.

27 ¹ Due to the conduct described below, the Company has notified the FTC, SEC and Nasdaq
28 regarding potential violations of the FTC settlement order and other applicable laws, rules and
regulations.

1 31. Upon information and belief, Farnsworth and Vanderbilt share common property,
2 one appears as trustee on the other's trust documents, and the two have been directly involved in
3 various business ventures over the years, including MoviePass.

4 32. From October 2017 to September 2019, Vanderbilt served as Brand Manager of
5 MoviePass while Farnsworth was in control of MoviePass.²

6 33. Vanderbilt and Farnsworth also co-founded ZASH Global Media and Entertainment
7 Corporation ("ZASH") together, and Vanderbilt served as ZASH's Business Development Manager
8 and President from January 2021 until October 2021.

9 34. From June 2021 to December 2021, Vanderbilt also served as one of ZASH's
10 appointees on the board of managers of ZVV Media Partners, LLC ("ZVV"), a joint venture
11 between the Company and ZASH.

12 35. Vanderbilt also currently serves as the President of Farwest Haiti Mission, a non-
13 profit organization that he co-founded with Farnsworth in 2007.

14 36. These are just a few of the most recent business ventures in which Farnsworth and
15 Vanderbilt are involved and show they have a long history together.

16 **C. The Company's History and the Farnsworth Group's Concerted Efforts to**
17 **Usurp Control Over the Company.**

18 37. The Company was founded in 2017 as a digital media, advertising, and content
19 technologies holding company that promotes the "B.I.G. Model," an approach that involves buying,
20 innovating, and growing.

21 38. Most of the Company's consolidated subsidiaries and affiliates are in businesses that
22 involve social media and entertainment, and require the accumulation, retention, and use of
23 personally identifiable information. This is entirely similar to the data that Farnsworth is
24 specifically required to safeguard pursuant to his 2021 settlement with the FTC relating to
25 MoviePass going out of business when he was Chairman and Helios's bankruptcy. On information
26 and belief, Farnsworth's recent actions, aided and abetted by the Farnsworth Group, is in direct
27

28 ² Vanderbilt's former position with MoviePass is the same position he held with the Company until
he was terminated on July 24, 2022.

1 violation of the Farnsworth's settlement with the FTC.

2 39. In October 2021, when the Company's most recent corporate governance structure
3 was set, King became the Company's Chief Executive Officer and President, and a member of the
4 Board of Directors. Philip McFillin ("McFillin"), Michael DiStasio ("DiStasio"), and Elliot
5 Goldstein ("Goldstein"), also joined the Board of Directors at that time, and Vanderbilt became
6 Chairman of the Board.

7 40. McFillin delivered his resignation from the Board on June 10, 2022, and Colucci
8 was officially appointed to fill the vacant Board seat at a duly-noticed and authorized Board
9 meeting that same day.

10 41. Going into the events that give rise to this action, the Company's Board therefore
11 consisted of five directors, Vanderbilt as Chairman, and King, DiStasio, Goldstein, and Colucci as
12 directors.

13 42. Various members of the Farnsworth Group in July have made allegations about
14 which directors are independent for Nasdaq purposes, but those allegations have no bearing on
15 whether a board member may vote at general board meetings, including where the terminations of
16 Farnsworth, after a mere 48 hours as an officer, and the termination of King occurred.

17 43. Various members of the Farnsworth Group in July have made three copycat
18 allegations related to a contractor, Ai Pros contracts, and, although the Company would always take
19 any allegations under serious consideration, to date they have appeared to be mere mudslinging to
20 attempt to obfuscate the Farnsworth Group's own serious hostile takeover and false SEC filings,
21 which support their attempt to take over the Company.

22 **D. The Events Giving Rise to this Action.**

23 44. On July 8, 2022, Chairman Vanderbilt and King attempted to convene a meeting of
24 the Board of Directors on less than one hour's notice, thereby violating the 48-hour notice
25 requirement under the Company's bylaws. Because board member DiStasio did not attend this
26 attempted meeting or otherwise waive the 48-hour notice requirements, the Board could not take
27 legal action and the meeting was, as a legal matter, not a Board meeting.

28 45. All the same, at this discussion, which was not a duly authorized Board meeting,

King admitted that she was not fit to be the Company's CEO and that she had been taking direction from Farnsworth all along, so she proposed the Board consider a motion to appoint Farnsworth as the Company's Co-Chief Executive Officer. When other directors raised questions about whether there were conflicts and other legal issues associated with making Farnsworth an officer of the Company, Farnsworth and King assured the Board that that legal guidance was not needed to engage in the present discussion and that they were assured there were no legal conflicts that needed to be addressed. King then made the motion to appoint Farnsworth as Co-Chief Executive Officer at which point board member Goldstein noted that he did not feel comfortable voting and abstained. King, Vanderbilt, and Colucci, voted in favor. DiStasio was absent, thereby nullifying any action because there was less than 48 hours of notice.

46. Because the fifth Board member, DiStasio, did not attend or waive the legally-mandated notice requirements for a Board meeting under the Company's bylaws, any so-called actions taken during this discussion had no legal effect. In sum, Farnsworth was not legally appointed as the Company's Co-Chief Executive Officer on July 8, 2022. At this time, he still had no official capacity with the Company, other than acting as the President of, a joint venture owned between the Company and Farnsworth's private company, ZASH.

47. Notwithstanding the invalidity of the "Board" meeting, which was known to Farnsworth on advice of Company counsel and which he admitted to a third-party banker, on July 11, 2022, Vanderbilt requested that the Company's legal counsel circulate minutes for the July 8 meeting and distribute them to the Board. Counsel advised that minutes could not be produced because the July 8 discussion did not constitute a validly held Board meeting and no Board actions were taken. Counsel further advised that if the Board desired to take action, it should convene a properly-noticed meeting and take other appropriate and legally mandated steps in connection with proposed management changes, such as asking the potential new officer to complete a Director and Officer Questionnaire and consent to a background check. Defendants, acting only out of self-interest, directly disregarded this advice and on July 14, 2022, King secretly, and against the advice of counsel and the Board, filed a Current Report on Form 8-K with the SEC that incorrectly stated Farnsworth had been appointed as Co-CEO on July 8, 2022 (the "First Incorrect 8-K").

1 48. Prior to the filing of the First Incorrect 8-K, and since she became the Company's
2 Chief Executive Officer in October, 2021, King has not made a single SEC filing without both the
3 knowledge of Jones, the Company's CFO, and consulting with the Company's legal counsel.

4 49. Yet, prior to the opening of the stock market on July 14, 2022, King authorized the
5 First Incorrect 8-K despite knowing that it contained materially incorrect and misleading
6 information. Moreover, she did so without the knowledge of the independent members of the
7 Company's Board of Directors (the "Independent Directors").

8 50. As a result, on July 14, 2022, the Independent Directors delivered a written notice to
9 King at 10:37 a.m. (EST) that her employment with the Company was terminated effective
10 immediately.

11 51. That afternoon, at the direction of the Independent Directors, a Current Report on
12 Form 8-K was prepared to correct and clarify the First Incorrect 8-K.

13 52. That evening, the Independent Directors held a duly-convened joint meeting of the
14 Audit Committee, the Compensation Committee and the Nominating and Corporate Governance
15 Committee, where the Board Committees passed a resolution (1) approving King's termination as
16 the Company's Chief Executive Officer, (2) approving the retention of Colucci as the Company's
17 interim Chief Executive Officer (or Co-Chief Executive Officer with Farnsworth), and (3)
18 recommending full Board approval of the two resolutions.

19 53. Between July 14, 2022 and July 17, 2022, members of the Company's Board,
20 management, advisors, and legal counsel held numerous meetings in an effort come to a resolution
21 on the leadership issues, and to find a path to timely correct the incorrect disclosures contained in
22 the First Incorrect 8-K.

23 54. Then, at noon on July 17, 2022, the Board convened a duly-noticed meeting to
24 discuss the joint recommendations made by the Board Committees on July 14, and then passed
25 resolutions (1) immediately terminating King as the Company's Chief Executive Officer, and
26 appointing Colucci as the Company's interim Chief Executive Officer. The next day, Colucci
27 delivered a formal, written termination notice to King.

28 55. The Board held another duly noticed and properly held meeting on July 21, 2022. At

1 this meeting the Board, (1) rescinded King's termination and moved her from the role of Chief
2 Executive Officer of the Company to the role of President of ZVV and (2) appointed Colucci as
3 Interim Co-Chief Executive Officer and Farnsworth as Co-Chief Executive Officer.

4 56. Also at this meeting, the Board specifically directed Farnsworth that a corrective
5 Form 8-K was to be filed by 5:30 p.m. that day, with any comments due by 4:00 p.m. to make that
6 deadline, and that he was to have absolutely no involvement in any Company finance matters.

7 57. In the face of this directive, Defendants affirmatively blocked the filing of the
8 corrected Form 8-K by sending emails that they would not sign off, and telling the printer not to
9 file.

10 58. On July 22, 2022, Defendants, without consulting Colucci, the Board, or Company
11 counsel, secretly filed another Current Report on Form 8-K that materially misrepresented the
12 above chain of events, failed to correct material misstatements and omission contained in the First
13 Incorrect 8-K and falsely alleged that Colucci failed to disclose certain information that may or may
14 not have impacted his independent director status when he was nominated to the Board (the
15 "Second Incorrect 8-K").

16 59. Simultaneously while Defendants were wreaking havoc at the Company and
17 conspiring how to ultimately take control of Company assets and systems, Colucci and Jones, the
18 Company's CFO, were attempting to negotiate the deferral of a \$33 million payment under its
19 senior secured convertible note that was due on July 22, 2022 (the "Deferral Amendment"). The
20 Company and the Investor ultimately reached an agreement with respect to the Deferral
21 Amendment; however, the Company could not sign the agreement because a condition of the
22 agreement was the Company filing a Current Report on Form 8-K announcing the Deferral
23 Amendment. Since the Company's ability to file a Current Report on Form 8-K was taken hostage
24 and blocked by Defendants, the Company ultimately made the \$33 million payment on July 22,
25 2022, resulting in immediate financial harm to the Company.

26 60. Given Farnsworth's inability to follow direct Board instructions and the Farnsworth
27 Group's willingness to continually make materially false and misleading public statements, on July
28 24, 2022, the Board of Directors met at a duly-authorized and noticed meeting, and voted to

1 unequivocally terminate each member of the Farnsworth Group from their respective positions with
2 the Company effective immediately, and to appoint Colucci as the Interim Chief Executive Officer.
3 Vanderbilt was also validly removed as the Chairman of the Board at this meeting.

4 61. Through the filing of this Compliant, every single member of the Farnsworth Group
5 continues to ignore the Board's actions, as evidenced by an unauthorized and freewheeling letter
6 Farnsworth wrote to all employees that evening.

7 62. Defendants were sent written notice of their terminations the next morning stating
8 that they no longer hold any position with the Company, may not make any SEC filings or press
9 releases on the Company's behalf, must relinquish all SEC codes, are denied access to the
10 Company's servers and email, and must return all personal devices.

11 63. On July 25, 2022, Defendants once again blocked the SEC codes and, for the third
12 time, inhibited the Company's ability to make a required SEC filing on Form 8-K. They also
13 disabled the administrative privileges of the email system of an employee when she, at the direction
14 of an officer of the company, disabled the administrative privileges of Noble, the former Chief
15 Security Officer and one of the Defendants.

16 64. Defendants continued to block the SEC codes on July 26, 2022.

17 65. Every member of the Farnsworth Group is continuing to hold themselves out as
18 employed by the Company. The Farnsworth Group continues to block the Company's ability to
19 make corrective SEC filings, has taken complete control of the Company's internal systems, and
20 hold themselves both internally and publicly as having authority to act on behalf of the Company,
21 despite the Board's conclusive determination to terminate these individuals.

22 66. Additionally, Farnsworth continues to act as the ringleader of the Farnsworth Group
23 and continues to authorize incorrect public disclosures and statements, mirroring the same efforts
24 Farnsworth undertook when he drove MoviePass into the ground. The unauthorized acts of the
25 Farnsworth Group and their continued blatant disregard for the law is causing irreparable harm to
26 the Company.

27 67. At-will employees, Farnsworth, King, Noble and Vanderbilt, were terminated from
28 their officer positions by a valid Board meeting and a 3 to 2 vote on July 24, 2022. The Company

respectfully requests the Court to effectuate those terminations and follow the lead of the New York court on a more expedited basis in a forum Defendants requested.

E. The Farnsworth's Group's Action Have Prompted a 40% Decline in the Company's Stock Price.

68. In light of Defendants' action described above, the Company's stock price has fallen approximately 40% in less than three weeks.

69. On July 14, 2022 (the day King filed the first incorrect Form 8-K), the Company's stock price, which is publicly traded on Nasdaq, closed at \$1.02 per share.

70. The Company's stock price has been steadily declining ever since.

71. As of August 3, 2022, the Company's stock price closed at \$0.69 per share on August 3, 2022—an approximately 40% decline (or \$0.33 per share) in the value of the Company's common stock over the twenty days of chaos that Defendants have intentionally caused.

72. Defendants' actions during this twenty-day period are directly related to the dramatic decline in the Company's stock price. Defendants' actions in this short time include, among other things, blocking corrective SEC filings, continuously releasing false and materially misleading information into the market, and causing so much internal chaos at the Company that it can no longer operate effectively.

73. What is more, pursuant to Nasdaq continued listing standards, if the Company's common stock trades below \$1.00 per share, the Company will be subject to potential delisting from Nasdaq.

FIRST CAUSE OF ACTION
Breach of Fiduciary Duty

74. The Company repleads, realleges, and incorporates by reference each and every allegation above as if fully set forth herein.

75. At any point in time at which Farnsworth held the position of Co-Chief Executive Officer of the Company, he had a fiduciary relationship with the Company and owed the Company a fiduciary duty.

76. At any point in time at which King validly held the position as Chief Executive Officer,

1 Co-Chief Executive Officer, President, or member of the Board of Directors, she had a fiduciary
2 relationship with the Company by virtue of that position and owed the Company a fiduciary duty.

3 77. At any point in time at which Vanderbilt held the position of Chairman of the Board or
4 as a member of the Board of Directors, he had a fiduciary relationship with the Company by virtue of
5 that position and owed the Company a fiduciary duty.

6 78. At any point in time at which Noble held the position of Chief Security Officer, he had a
7 fiduciary relationship with the Company by virtue of that position and owed the Company a fiduciary
8 duty.

9 79. Defendants breached their fiduciary duties to the Company by, among other things,
10 blocking the Company from making corrective SEC filings, authorizing the public disclosure of
11 materially false and misleading statements and allowing market trading to occur in the Company's
12 stock without correcting those disclosure deficiencies, and diverting corporate resources for their
13 own personal gain.

14 80. Defendants have caused the Company to incur substantial costs related to their
15 actions, (a) including blatantly claiming two person Board actions are valid, (b) launching a hostile
16 takeover of the Company for no consideration to the shareholders of the Company and not in
17 compliance with SEC rules and regulations and (c) aiding and abetting run arounds of the 2021
18 FTC Order after the MoviePass / Helios bankruptcy fiasco.

19 81. Defendants' breaches of fiduciary duty directly and proximately harmed the
20 Company and its shareholders in the form of the diminution of its market value, blocking the
21 Company's ability to file accurate and required SEC filings on time, causing the Company to lose
22 Form S-3 eligibility for a year due to late SEC filings, and the failure to act on an amendment that
23 would have delayed a \$33 million dollar note payment to an investor until the fall, thereby
24 depleting the Company's current cash and damaging its financial position.

25 82. Given Defendants' continued misconduct, and in light of the Company's cash
26 position and current operating expenses, the Company's ability to operate and be compliant with
27 the SEC may now be imperiled.

SECOND CAUSE OF ACTION
Aiding and Abetting Breach of Fiduciary Duty

83. The Company repleads, realleges, and incorporates by reference each and every allegation above as if fully set forth herein.

84. Farnsworth, King, Vanderbilt and Noble knowingly and substantially assisted and/or encouraged various individuals, including the Company's other employees, to breach their individual duties to the Company as described herein including, but not limited to, through filing of the First Incorrect 8-K and Second Incorrect 8-K with the SEC and wrongfully exercising dominion over the Company's SEC passwords, assets and internal systems.

85. Defendants were aware of their role in promoting those individuals to breach their fiduciary duties to the Company.

86. As a direct and proximate result of Defendants' aiding and abetting various individuals, including Company employees to breach their individual duties, the Company has suffered, and continues to suffer, damages in excess of \$15,000.

87. Defendants' unlawful conduct was willful and malicious, thus entitling the Company to an award of punitive or exemplary damages.

88. The Company has suffered and will continue to suffer irreparable harm from Defendants' unlawful conduct so as to entitle it to temporary, preliminary, and permanent injunctive relief against Defendants. Absent such equitable relief, the Court will not be able to make the Company whole.

89. It was necessary for the Company to retain the services of an attorney to prosecute this action, and the Company should be awarded reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
Civil Conspiracy

90. The Company repleads, realleges, and incorporates by reference each and every allegation above as if fully set forth herein.

91. Defendants, by acting in concert, intended to engage in unlawful and harmful acts towards the Company and have in fact engaged in such unlawful and harmful acts as described in

1 this Complaint.

2 92. As co-conspirators, Defendants are jointly and severally liable for the unlawful acts
3 taken by their co-conspirators in furtherance of the conspiracy.

4 93. As a direct and proximate result of Defendants' civil conspiracy, the Company has
5 suffered, and continues to suffer, damages in excess of \$15,000.

6 94. Defendants' unlawful conduct was willful and malicious, thus entitling the Company
7 to an award of punitive or exemplary damages.

8 95. The Company has suffered and will continue to suffer irreparable harm from
9 Defendants' unlawful conduct so as to entitle it to temporary, preliminary, and permanent
10 injunctive relief against Defendants. Absent such equitable relief, the Court will not be able to
11 make the Company whole.

12 96. It was necessary for the Company to retain the services of an attorney to prosecute
13 this action, and the Company should be awarded reasonable attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**
15 **Declaratory Relief**

16 97. The Company repleads, realleges, and incorporates by reference each and every
17 allegation above as if fully set forth herein.

18 98. The Company's bylaws set forth the procedures through which its Board of
19 Directors can meet and make decisions impacting the Company.

20 99. The Company seeks relief pursuant to NRS 30.010. *et seq.*, in the form of a
21 declaration that:

22 a. as of July 24, 2022, Defendants were duly terminated by the Board and were
23 thus not employed by or otherwise affiliated with the Company; and

24 b. any and all actions taken by Defendants with respect to the Company after
25 July 24, 2022 were ultra vires.

26 100. Plaintiff seeks declaratory and injunctive relief as an alternative to the other forms
27 of relief prayed for herein due to the difficulty in determining damages arising from the
28 various actions of Defendants and in the event that no other legal remedy is available to Plaintiff.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, the Company prays the Court enter judgment in its favor as follows:

- 3 1. For temporary, preliminary, and permanent injunctive relief prohibiting and
4 restraining Defendants, or those acting under Defendants' control, direction, or authority, from
5 holding themselves out as employees or agents of the Company, from accessing the Company's
6 premises or serves, and requiring Defendants to relinquish control over any of the Company's SEC
7 passwords and to return their personal devices;
- 8 2. For damages against Defendants, and each of them, in excess of \$15,000 allowed or
9 recoverable by law for each and every claim made herein;
- 10 3. For punitive and exemplary damages;
- 11 4. For a declaration that Defendants were duly terminated by the Company on July 24,
12 2022 and that any and all actions taken by Defendants after that date were *ultra vires*;
- 13 5. For pre-judgment interest allowed or recoverable by law;
- 14 6. For attorneys' fees and costs incurred; and
- 15 7. For such other and further relief as the Court may deem just and proper.

16 DATED this 3rd day of August, 2022.

17 **FOX ROTHSCHILD LLP**

18
19 /s/ Mark J. Connot
20 MARK J. CONNOT (10010)
21 1980 Festival Plaza Drive, Suite 700
22 Las Vegas, Nevada 89135
23 Telephone: (702) 262-6899
24 Facsimile: (702) 597-5503
25 mconnot@foxrothschild.com
26 *Attorneys for Plaintiff Vinco Ventures, Inc.*
27
28

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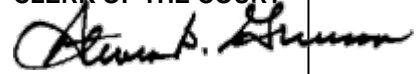
1. I am a representative of Vinco Ventures, Inc., Plaintiff in the above-entitled action;
2. I have read the foregoing Verified Complaint for Injunctive Relief and Damages and know the contents thereof; that the same are true to the best of my knowledge and belief, except for those matters stated on information and belief, and as to those matters, I believe them to be true.

DATED this 3rd day of August, 2022.

/s/ John Colucci
JOHN COLUCCI
Chief Executive Officer
Vincoventures, Inc.

TAB 2

TAB 2



MTRO
MARK J. CONNOT (10010)
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
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Facsimile: (702) 597-5503
mconnot@foxrothschild.com
Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

PLAINTIFF VINCO VENTURES, INC.'S
EMERGENCY MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION

VINCO VENTURES, INC. (the “Company”), by and through its attorneys Mark J. Connot of the law firm Fox Rothschild LLP, hereby moves this Honorable Court for a Temporary Restraining Order and Preliminary Injunction against Defendants, Theodore Farnsworth (“Farnsworth”), Lisa King (“King”), Roderick Vanderbilt (“Vanderbilt”), and Erik Noble (“Noble”, and together with Farnsworth, King, and Vanderbilt, “Defendants” or the “Farnsworth Group”). Through this application, the Company respectfully requests that the Court enter a temporary restraining order and preliminary injunction: (1) to prohibit and restrain Defendants from holding themselves out as employees or agents of the Company; (2) to restrain Defendants from accessing the Company’s premises or servers; and (3) to require Defendants to relinquish control over the Company’s SEC filing passcodes and cooperate to return SEC passcodes to the Company’s dominion and control under John Colucci and return all Company personal devices, passwords, servers, documents (whether in paper or electronic format), payment and payroll systems, and emails and email servers related to any

1 business of the Company and its affiliates.

2 The Company requests emergency ex parte injunctive relief, pursuant to NRCP 65, on the
3 grounds that it faces immediate and irreparable harm, loss and damage based on the specific facts
4 shown by the Memorandum of Points and Authorities submitted herein. The Company further
5 requests that this relief remain in effect until a full adjudication of the Company's claims. This Motion
6 is made in furtherance of the Emergency Complaint for Injunctive Relief and Damages, filed
7 contemporaneously herewith and incorporated by reference herein.

8 DATED this 4th day of August, 2022.

9 **FOX ROTHSCHILD LLP**

10
11 /s/ Mark J. Connot
12 MARK J. CONNOT (10010)
13 1980 Festival Plaza Drive, Suite 700
14 Las Vegas, Nevada 89135
15 Telephone: (702) 262-6899
16 Facsimile: (702) 597-5503
17 mconnot@foxrothschild.com
18 *Attorneys for Plaintiff Vinco Ventures, Inc.*

19 **MEMORANDUM OF POINTS AND AUTHORITIES**

20 **I.**

21 **INTRODUCTION**

22 Over the past few weeks, Defendants have attempted to conduct a hostile takeover without
23 compensation or authorization to seize control of the Company through invalid board room antics,
24 intentionally misleading the public and regulators, sowing chaos at the Company, and imperiling its
25 continued ability to function. In the process, Defendants have ignored legally valid Board of
26 Directors actions, made no less than two inaccurate SEC filings on July 14, 2022 and July 22, 2022,
27 have posted inaccurate and misleading information on social media sites and YouTube, refused to
28 leave after being duly terminated by the Board, blocked the Company's SEC codes and prevented the
filing of corrective SEC and other public disclosures, held illegal board meetings that did not comply
with the Company's Bylaws, blocked access to emails, put the Interim CEO and the CFO on
"administrative leave" without any authority to do so, harassed and bullied accounting staff to try to

1 get access to bank accounts, payroll, and payment systems where tens of millions of dollars are stored,
2 and caused the Company to greatly deplete its available cash. In the wake of Defendants' conduct,
3 the Company has suffered and continues to suffer immediate and irreparable harm.

4 Defendants' efforts to accumulate power conclusively failed when they were validly
5 terminated from their positions at the Company by a majority vote of the Board of Directors on July
6 24, 2022. The Company faces immediate and irreparable harm as Defendants refuse to accept the
7 reality of their terminations. Specifically, Defendant Ted Farnsworth continues to fictitiously claim—
8 both to Company employees and the public—that he is the Company's Co-Chief Executive Officer,
9 while refusing to relinquish control of the Company's internal systems and assets, blocking the
10 Company SEC from obtaining valid filing credentials, blocking corrective SEC filings,
11 compromising the Company's ability to remain compliant with SEC Forms. This is a hostile takeover
12 by a ringleader who has already and recently put another large public company into bankruptcy, and
13 without immediate Court action, appears to be doing it again.

14 II.

15 **STATEMENT OF FACTS**

16 1. A full recitation of the relevant background leading up to these proceedings is set forth
17 in the accompanying Declaration of John Colucci ("Colucci"), the Company's Interim Chief
18 Executive Officer, and in the Verified Complaint filed in the above-captioned proceedings, both of
19 which are incorporated herein by reference. For purposes of brevity, a more condensed background
20 is provided here.

21 2. The Company is a publicly traded Nevada corporation formed in Nevada in 2017.
22 Declaration of John Colucci ("Colucci Decl."), ¶ 3.

23 3. The Company's Board of Directors consists of the following persons: Roderick
24 Vanderbilt, Lisa King, Michael DiStasio, Elliot Goldstein, and John Colucci. *Id.*, ¶ 4.

25 4. Over the past few weeks, the Company's Board has convened a number of times, on
26 some occasions validly, and on others invalidly, under the Company's bylaws. *See id.*, ¶¶ 6–23.

27 5. As such, some decisions arising from those Board meetings have been duly-authorized
28 and enforceable under the Company's bylaws, while others have not. *See id.*

1 6. On July 8, 2022, Farnsworth, with the support of King, sought to be appointed by the
2 Board of Directors as Co-Chief Executive Officer of the Company at an improperly noticed and
3 invalid Board meeting because the bylaws require 48 hours' notice. However, the July 8, 2022
4 meeting was held with only one hour's notice and not all board members attended or waived the
5 legally mandated notice requirements. *Id.*, ¶ 6–10.

6 7. Defendants were informed by the Company's outside counsel that pursuant to the
7 Company's Bylaws, the July 8, 2022 meeting was not a valid Board meeting and that actions taken
8 during that meeting, including appointing Farnsworth as co-CEO.

9 8. Despite being advised that the Board's actions on July 8, 2022 were legally invalid
10 and of no force or effect, on July 14, 2022, King directed the filing of a Current Report on Form 8-K
11 with the SEC that stated Farnsworth was the Company's new Co-Chief Executive Officer. *Id.*, ¶ 12.

12 9. To date, the Company's efforts to correct that filing have been blocked by Defendants.
13 *Id.*, ¶¶ 19 and 28.

14 10. About two weeks later, on July 21, 2022, Farnsworth was, in fact, appointed to the
15 role of Co-Chief Executive Officer of the Company, along with Co-Chief Executive Officer John
16 Colucci ("Colucci"). *Id.*, ¶ 17.

17 11. Farnsworth's appointment, however, was short-lived because within a few hours of
18 his appointment, he violated the limitations placed on him by the Board and, once again, blocked the
19 filing of a corrective SEC form within the legally mandated time period for such a filing. *Id.*, ¶ 19.

20 12. On July 24, 2022, the Board of Directors convened a duly-noticed meeting with a
21 quorum present and, by majority vote, unequivocally (1) terminated Defendants from any
22 employment or consulting roles (but not their respective Director roles) and (2) terminated Vanderbilt
23 as Chairman of the Board, effective immediately. *Id.*, ¶ 23.

24 13. Colucci thus became the Company's sole Interim Chief Executive Officer on July 24,
25 2022, which position he validly holds to this day.

26 14. Defendants refuse to accept the reality of their termination, even though they were at
27 will employees with no employment agreements, and each Defendant has continued to hold
28

1 themselves out (internally and externally) as being employed by, and in control of, the Company. *Id.*,
2 ¶¶ 25–28.

3 15. Moreover, on July 25 and July 26, Defendants blocked the Company from accessing
4 SEC filing passcodes, while continuing to claim the false mantle of Farnsworth being a Company
5 executive. *Id.*, ¶ 28.

6 16. Defendants have been harassing and bullying the Company’s accounting staff for
7 access to bank accounts, payroll and payment systems, blocking implementation of cash-saving
8 measures, and claiming that all “board” actions taken solely by two of the five directors, Roderick
9 and King, in direct contravention of and as strictly prohibited by Section 3.8 of the Company’s
10 bylaws, which require a quorum to at least three people and at least 48 hours’ notice to hold a valid
11 board meeting. Colucci Decl, Ex. 11, which is a response by the Company’s law firm Barclay Damon
12 LLP to the Farnsworth’s and King’s personal counsel Levine Lee LLP, which letter has also been
13 submitted to the SEC and the Federal Trade Commission (“FTC”).

14 17. To date, Farnsworth continues to claim to be the Company’s Chief Executive Officer,
15 confusing the Company’s shareholders and the public at large.

16 18. The Farnsworth Group’s action have also compromised the Company’s ability as a
17 publicly traded Company (1) to remain compliant with the SEC regulations, (2) to remain listed on
18 Nasdaq, and (3) to continue to operate in the normal course.

19 19. Against this backdrop, the Farnsworth Group continues to wreak havoc on the
20 Company and attempts to access millions of dollars of the Company’s money at banks, payment
21 systems and payroll. In response, Colucci, the Interim CEO and Phil Jones, the CFO, have requested
22 a “freeze” on the banks and payment systems freeze to protect the Company’s assets for its
23 shareholders from Defendants’ wanton and unauthorized taking, which is not unlike what happened
24 at MoviePass and Helios under Farnsworth’s and Vanderbilt’s leadership.¹

25
26 ¹ As set out in ¶¶ 24-36 of the Verified Complaint, Farnsworth and Vanderbilt have a decades-long
27 personal and professional relationship. Farnsworth recently served as Chairman of the Board and
28 CEO for Helios and Matheson Analytics, Inc. (“Helios”), which was formally a Nasdaq listed
publicly traded company. Under Farnsworth’s leadership, Helios acquired a controlling interest in
MoviePass, Inc. (“MoviePass”) and made Farnsworth a director. Under Farnsworth’s leadership,

1 20. Much like the other members of the Farnsworth Group, Noble continues to ignore his
2 termination, holding himself out internally and externally as the Company's Chief Security Officer
3 and Chief of Staff. Under the guise of holding these positions, Noble, on a daily basis, directs other
4 Company employees to harass the CFO in an attempt to have bank account and other relevant
5 Company financial information turned over to the Farnsworth Group. Noble has also been falsely
6 telling employees that Farnsworth and King successfully defeated the lawsuit filed in New York and
7 that the judge dismissed all of the Company's claims, in an attempt to create legitimacy to the
8 Farnsworth Group's false claim to the Company.² Noble continues to perpetuate lies and create
9 confusion in furtherance of the Farnsworth Group's concerted effort to ignore laws and harm
10 shareholders.

11 21. This current situation is not unlike the prior wrongdoings and failed business attempts
12 of Farnsworth with MoviePass, Inc. ("MoviePass") and Helios and Matheson Analytics Inc.
13 ("Helios").

14 22. From January 2017 through September 2019, Farnsworth served as Chairman of the
15 Board and Chief Executive Officer of Helios, a former Nasdaq listed and publicly traded company.

16 23. In December 2017, Helios, which was operating under Farnsworth's control, acquired
17 a controlling interest in MoviePass. Farnsworth then became a director for MoviePass until
18

19 _____
20 Helios suffered over \$150 million in losses and was forced to declare bankruptcy. As a result, the
21 FTC filed a complaint against Farnsworth, Helios, MoviePass, and another MoviePass officer
22 alleging that they had deceptively marketed MoviePass's services and employed tactics to prevent
23 subscribers from use its service as advertised. On October 1, 2021, Farnsworth and the other
24 defendants finalized a settlement with the FTC, which bars Farnsworth from certain activities for a
25 twenty-year period.

26 ² On July 27, 2022 the Company filed suit against Farnsworth and King in the New York State
27 Supreme Court seeking similar relief as what is requested in this action. Defendants opposed the
28 Company's motion for temporary restraints and argued, among other things, that the litigation
belongs in Nevada based on the Company's Articles of Incorporation. After a telephonic hearing on
July 29, 2020, the New York Supreme Court issued an Order to Show Cause ordering Defendants to
show cause as to why the requested preliminary injunction should not be entered against them and
setting oral argument on the matter for September 27, 2022, without a provisional temporary
restraining order. The Company commenced the instant action on August 3, 2022 and thereafter filed
a stipulation of voluntary discontinuance without prejudice. No party disputes that this Court has
jurisdiction to immediately adjudicate the claims asserted herein.

1 September 2019, when MoviePass ceased operations. Helios and the Company are similar in that
2 both companies owned a major subsidiary upon which virtually all of its operations are based.

3 24. On January 28, 2020, after suffering over \$150 million in losses under Farnsworth's
4 control, Helios filed for Chapter 7 Bankruptcy.

5 25. On June 7, 2021, the FTC filed a complaint against MoviePass, Helios, Farnsworth
6 and another officer of MoviePass whereby the FTC alleged that, among other things, MoviePass,
7 Helios, Farnsworth and the other officer deceptively marketed MoviePass services and employed
8 tactics to prevent subscribers from using the MoviePass service as advertised.

9 26. On October 1, 2021, the FTC, Farnsworth and the other defendants finalized a
10 settlement of the FTC's allegations. Pursuant to Farnsworth's settlement with the FTC, Farnsworth
11 is barred for twenty (20) years from, among other things, misrepresenting his business and security
12 practices and collecting or sharing consumers' personal information without first implementing
13 stringent safeguards and controls.

14 27. On information and belief, Defendants Vanderbilt and Farnsworth's have over a
15 twenty-year personal and business relationship.

16 28. On information and belief, Farnsworth and Vanderbilt share common property, one
17 appears as trustee on the other's trust documents, and the two have been directly involved in various
18 business ventures over the years, including MoviePass. From October 2017 to September 2019,
19 Vanderbilt served as Brand Manager of MoviePass while Farnsworth was in control of MoviePass.

20 29. Vanderbilt's former position with MoviePass is substantially the same position he held
21 with the Company until he was terminated on July 24, 2022.

22 30. Vanderbilt and Farnsworth also co-founded ZASH Global Media and Entertainment
23 Corporation ("ZASH") together, and Vanderbilt served as ZASH's Business Development Manager
24 and President from January 2021 until October 2021.

25 31. From June 2021 to December 2021, Vanderbilt also served as one of ZASH's
26 appointees on the board of managers of ZVV Media Partners, LLC, the Company's and ZASH's joint
27 venture.
28

32. Vanderbilt is also currently serving as the President of Farwest Haiti Mission, a non-profit organization that he co-founded with Farnsworth in 2007.

33. These are just a few of the most recent business ventures in which Farnsworth and Vanderbilt are involved and show they have a long history together, including with MoviePass and Helios, a substantially similarly structured entity as the Company.³

34. In light of Defendants' action described above, the Company's stock price has fallen approximately 33% in less than three weeks. Colucci Decl. ¶¶ 31-33.

35. On July 14, 2022 (the day King filed the First Incorrect Form 8-K), the Company's stock price, which is publicly traded on Nasdaq, closed at \$1.02 per share and the Company's stock price has been steadily declining ever since. *Id.*

36. As of August 4, 2022, the Company's stock price closed at \$0.71 per share—an approximately 33% decline (or \$0.33 per share) in the value of the Company's common stock over the twenty days of chaos that Defendants have intentionally caused. *Id.*

37. Defendants' actions during this 20-day period are directly related to the dramatic decline in the Company's stock price.

38. What is more, pursuant to Nasdaq continued listing standards, if the Company's common stock trades below \$1.00 per share, the Company will be subject to potential delisting from Nasdaq.

39. On August 4, 2022, Nasdaq suspended trading on the Company's stock due to the misinformation in the market about the Company.

III.

ARGUMENT

The Court should enjoin Defendants from holding themselves out as Company executives, barring them from accessing Company property, and compel them to turn over the Company's SEC passwords.

³ The Company has notified the FTC, SEC and Nasdaq regarding potential violations of the FTC settlement order and other applicable laws, rules and regulations.

1 NRCF 65 sets forth the procedural requirements for a party seeking injunctive relief via a
2 temporary restraining order and subsequent preliminary injunction and provides this Court authority
3 to grant same upon making the requisite findings. *See also Coronet Homes, Inc. v. Mylan*, 84 Nev.
4 435, 437, 442 P.2d 901, 902 (1968) (concluding that the granting, refusing or dissolving of injunctions
5 or restraining orders is a matter within the discretion of the district court). NRS 33.010 further
6 delineates when it is typically appropriate to grant injunctive relief. Those situations include the
7 following:

8 1. When it shall appear by the complaint that the plaintiff is entitled to the relief
9 demanded, and such relief or any part thereof consists in restraining the commission
or continuance of the act complained of, either for a limited period or perpetually.

10 2. When it shall appear by the complaint or affidavit that the commission or
11 continuance of some act, during the litigation, would produce great or irreparable
injury to the plaintiff.

12 3. When it shall appear, during litigation, that the defendant is doing or threatens, or
13 is about to do, or is procuring or suffering to be done, some act in violation of the
14 plaintiff's rights respecting the subject of the action, and tending to render the
judgment ineffectual.

15 NRS 33.010. The purpose of the restraining order/injunction is to preserve the appropriate status
16 quo, or to "preserve a business or property interest." *Guion v. Terra Marketing of Nev., Inc.*, 90 Nev.
17 237, 240, 523 P.2d 847, 848 (1974).

18 With the above statutory parameters as guidance, courts in Nevada have generally held that
19 "a preliminary injunction is available upon a showing that the party seeking it enjoys a reasonable
20 probability of success on the merits and that the defendant's conduct, if allowed to continue, will
21 result in great or irreparable harm for which compensatory damages is an inadequate remedy." *Sobol*
22 *v. Capital Management Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986) (citing
23 *Number One Rent-A-Car v. Ramada Inns*, 94 Nev. 779, 780, 587 P.2d 1329, 1330 (1978)).
24 Alternatively, courts have stated that the four material areas of inquiry in connection with a request
25 for injunctive relief are: (i) the threat of irreparable harm if the injunction is not granted; (ii) the
26 relative interests of the parties; (iii) the plaintiff's likelihood of success on the merits; and (iv) the
27 interests of the public. *Winter v. Natural Res. Defense Council, Inc.*, 555 U.S. 7, 20 (2008). Of
28

1 these, the “threat of irreparable harm” and “likelihood of success on the merits” are generally
2 considered the most important factors. *Id.*

3 As demonstrated more fully below, the likelihood that the Company will prevail on its claim
4 that Defendants have breached their fiduciary duties to the Company, combined with the irreparable
5 harm to the Company’s business and reputation that is resulting from Defendant’s nefarious conduct,
6 entitle the Company to a temporary restraining order to return it to its status quo under the lease.

7 **A. Plaintiff Is Suffering Irreparable Harm for Which Compensatory Damages Are**
8 **Not an Adequate Remedy.**

9 Absent a temporary restraining order and preliminary injunction, the Company will continue
10 to suffer immediate and irreparable harm. The “threat of irreparable harm” factor is critical to the
11 injunctive relief inquiry. The Nevada Supreme Court has held that “acts committed without just
12 cause which unreasonably interfere with a business or destroy its credit or profits, may do an
13 irreparable injury.” *Finkel v. Cashman Prof’l, Inc.*, 128 Nev. 68, 73, 270 P.3d 1259, 1263 (2012)
14 (quoting *Sobol v. Capital Management Consultants, Inc.*, 102 Nev. at 446, 726 P.2d at 337 (1986).
15 This includes acts that damage a business’ reputation. *Sobol*, 102 Nev. at 446, 726 P.2d at 337.
16 Additionally, “[a] damage remedy is inadequate if it would come too late to save the plaintiff’s
17 business, or if the nature of the plaintiff’s loss makes damages very difficult to calculate.” *Mass Mut.*
18 *Like Ins. Co. v. Associated Dry Goods Corp.*, 786 F.Supp. 1403, 1415 (N.D. Ind. 1992).

19 Here, Plaintiff’s irreparable harm is patently obvious. The Company has already suffered real
20 and irreparable harm at Farnsworth is masquerading as the Company’s Co-Chief Executive Officer
21 when he is *not even employed* by the Company. His actions threaten, among other things, the
22 Company’s continued business operations, its reputation with its shareholders, and its good standing
23 with the SEC.

24 Indeed, it is difficult to imagine a situation that greater portends unknown and irreparable
25 harm to a business than a renegade individual *who is not even employed by the Company* hijacking
26 and helming the business, locking the door on its legitimate CEO, walling off certain employees from
27 access to the company systems, and blocking required SEC filings.

1 The Company has already missed an opportunity to sign a previously negotiated amendment
2 to delay a \$33 million payment to a secured lender because—as a result of Defendants blocking access
3 to the Company’s SEC filing passcodes—the Company could not assure the lender that it could file
4 a Form 8-K. And the Company’s inability to enter into favorable agreements will continue to be
5 impaired while Defendants refuse to relinquish the SEC filing passcodes. What is more, the Company
6 may face delisting of its stock from Nasdaq.

7 Defendant may well run the Company into the ground and destroy it if he is not stopped. This
8 State’s precedents have repeatedly made clear that the threat of a business’s destruction constitutes
9 irreparable harm. *Sobol*, 726 P.2d at 335 (“[A]cts committed without just cause which unreasonably
10 interfere with a business or destroy its credit or profits, may do an irreparable injury and thus authorize
11 issuance of an injunction.”) (citing *Guion v. Terra Marketing of Nev., Inc.*, 90 Nev. 237, 240, 523
12 P.2d 847, 848 (1974)).

13 **B. Plaintiff Is Likely, If Not Certain, to Prevail on Its Claims Against Defendants.**

14 Whether a party has a reasonable “likelihood of success on the merits” is a fact intensive
15 inquiry. *Number One Rent-A-Car v. Ramada Inns*, 94 Nev. at 780, 587 P.2d at 1330; *Christiansen v.*
16 *Chromalloy Amer. Corp.*, 99 Nev. 34, 36, 656 P.2d 844, 846 (1983). With that said, it is absolutely
17 clear under applicable law and the Company’s bylaws that the meeting of the Board of Director’s
18 held on July 24, 2022 was valid and its actions terminating Defendants, effective immediately, were
19 enforceable.

20 Nevada law (the state of the Company’s incorporation) provides: “Meetings of stockholders
21 and directors of any corporation organized pursuant to the provisions of this chapter may be held
22 within or without this state, in the manner provided by the bylaws of the corporation.” NRS 78.310(1).
23 The Company’s bylaws, for their part, provide that notice of a special meeting must be delivered at
24 least forty-eight (48) hours before the time the meeting is held, and that such notice may be waived
25 in writing or by attendance at the meeting without objection. Colucci Decl., ¶ 7, Ex. 1 p. 6 Art. III,
26 §§ 3.7 and 3.9.

27 The July 24, 2022 Board meeting was duly noticed and all board members were present
28 without objection. Colucci Decl., ¶ 22 and Ex. 6. Thus, the notice and quorum requirements of

Sections 3.7 and 3.8 of the Company's Bylaws were satisfied and all voted actions coming from the meeting were fully authorized, valid, and enforceable. *Id.* ¶ 22 and Ex. 1.

The authorized Board Minutes from the July 24, 2022 Board meeting reflect that, by majority vote, Defendants were terminated from their employment with the Company effective immediately. *Id.* ¶ 23 and Ex. 7. Thus, the fact that they no longer have any authority at the Company is completely unassailable.

At the same time, the proof that the Company has submitted in the form of the Declaration of John Colucci and the 13 exhibits thereto, along with the Verified Complaint, is enough to make a prima facie showing that the wrongdoing alleged against Defendants is meritorious and that Company is, at a minimum, likely to succeed on its asserted claims. Accordingly, the Court may appropriately leave proving the case for another day at a hearing on the merits, as the Company has demonstrated its likelihood of success on the merits for the present procedural purposes. *See id.*

C. The Injunction Is in the Public Interest and the Relative Interests of the Parties Weigh Heavily in Favor of the Company.

Courts may consider the public interest when deciding whether to issue injunctive relief, and a court weighs the potential hardships to the relative parties. *University and Comm. College System of Nevada v. Nevadans for Sound Government*, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004). It is within the public interest to promote commerce and ensure validly formed and existing companies are not unilaterally overtaken by renegade executives.

As detailed above, allowing Defendants to continue to claim authority as Company executives after having been duly terminated from their positions by the Board of Directors will cause irreparable harm to the Company. Meanwhile, enjoining Defendants and simply ceding executive authority back to John Colucci, the Company's duly-appointed Interim Chief Executive Officer, will stabilize the Company and continue to permit it to operate as a going concern. As a publicly traded Nevada corporation with a substantial number of shareholders and over 150 million outstanding shares, the public has a distinct interest in ensuring the stability of the Company and the accuracy of its filings with regulators, such as the SEC. Defendants have filed two false Form 8-Ks with the SEC regarding the Company and, in doing so, have mislead the SEC, the Company's shareholders, and the public at

1 large regarding the Company's governance.

2 The balance of equities therefore favors issuing a temporary restraining order and preliminary
3 injunction against Defendants enjoining each of them from holding themselves out internally or
4 externally as employed by the Company or acting on its behalf, barring them from accessing
5 Company premises or servers, and ordering them to relinquish control over the Company's SEC filing
6 passcodes and return all Company personal devices.

7 **D. Any Bond Should Be Nominal.**

8 Pursuant to NRCP 65(c), the temporary restraining order and preliminary injunction can issue
9 if the Company provides some security in an amount that the Court considers proper to pay the costs
10 and damages sustained by any party found to have been wrongfully enjoined or restrained.

11 As stated above, there is no damage to Defendants if the temporary restraining order and
12 preliminary injunction is issued to maintain the status quo until the Court hears this matter. With that
13 in mind, the Company respectfully proposes a nominal surety bond or cash bond, such as \$500.

14 **IV.**

15 **CONCLUSION**

16 For all of the foregoing reasons, the Company respectfully requests that this Honorable Court
17 enter a temporary order (1) to prohibit and restrain Defendants, or those acting under their control,
18 direction, or authority from holding themselves out as employees or agents of the Company, (2) to
19 restrain Defendants from accessing the Company's premises or servers, and (3) to require Defendants
20 to relinquish control over the Company's SEC filing passcodes and cooperate to return SEC
21 passcodes to the Company's dominion and control under John Colucci and return all Company

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1 personal devices, passwords, servers, documents (whether in paper or electronic format), payment
2 and payroll systems, and emails and email servers related to any business of the Company and its
3 affiliates.

4 DATED this 4th day of August, 2022.

5 **FOX ROTHSCHILD LLP**

6 */s/ Mark J. Connot*

7 MARK J. CONNOT (10010)

8 1980 Festival Plaza Drive, Suite 700

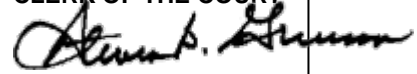
9 Las Vegas, Nevada 89135

10 mconnot@foxrothschild.com

11 *Attorneys for Plaintiff Vinco Ventures, Inc.*

TAB 3

TAB 3



DECL
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Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

**DECLARATION OF MARK J. CONNOT IN
SUPPORT OF PLAINTIFF'S EMERGENCY
MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

I, Mark J. Connot, declare as follows:

1. I am an attorney licensed to practice law in the State of Nevada and a Partner with Fox Rothschild LLP, attorneys for Plaintiff, Vinco Ventures, Inc. ("Plaintiff").

2. I make this declaration in support of Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction.

3. As described herein, emergency relief is sought from this Court in the form of an order (1) prohibiting and restraining Defendants, or those acting under their control, direction, or authority from holding themselves out as employees or agents of the Company, (2) restraining Defendants from accessing the Company's premises or servers, and (3) requiring Defendants to relinquish control over the Company's SEC filing passcodes and cooperate to return SEC passcodes to the Company's dominion and control under John Colucci and return all Company personal devices, and servers, documents (whether in paper or electronic format) and emails related to any business of the Company

1 and its affiliates.

2 4. As more fully explained in the Verified Complaint, Emergency Motion for Temporary
3 Restraining Order and Preliminary Injunction, and Declaration of John Colucci, absent emergency
4 injunctive relief, immediate and irreparable injury, loss, or damage will result to Plaintiff before
5 Defendants or Defendants' attorney can be heard in opposition.

6 5. No efforts have been made to give notice to Defendants. Plaintiff fears that if notice is
7 given to Defendants, Defendants will only further action to irreparably injure Plaintiff. This fear is
8 based both on prior actions by certain Defendants with other companies as set forth in the Verified
9 Complaint, Emergency Motion for Temporary Restraining Order and Preliminary Injunction, and
10 Declaration of John Colucci, as well as recent actions by Defendants.

11 6. As to any hearing the Court may set on the Emergency Motion for Temporary
12 Restraining Order and Preliminary Injunction, undersigned counsel is unavailable on August 19, 22,
13 and 23, 2022.

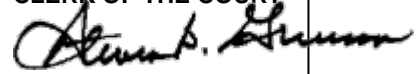
14 I declare under penalty of perjury that the foregoing is true and correct.

15 DATED this 4th day of August, 2022.

16
17 /s/ Mark J. Connot
18 MARK J. CONNOT (10010)
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TAB 4

TAB 4



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DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

DECLARATION OF JOHN COLUCCI IN
SUPPORT OF PLAINTIFF VINCO
VENTURES, INC.'S EMERGENCY
MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION

JOHN COLUCCI, deposes and states:

1. I am the Interim Chief Executive Officer of Vinco Ventures, Inc. (the "Company") and a member of the Company's Board of Directors, and, in that capacity, I am fully familiar with the facts set forth herein.

2. I respectfully submit this Declaration in support of the Company's Motion for a Temporary Restraining Order and Preliminary Injunction enjoining Defendants Theodore "Ted" Farnsworth ("Farnsworth"), Lisa King ("King"), Roderick Vanderbilt ("Vanderbilt"), and Erik Noble ("Noble," and together with Farnsworth, King, and Vanderbilt, "Defendants" or the "Farnsworth Group") from acting in any way on behalf of the Company (other than as directors) and ordering them to release and turn over the login passcodes and credentials for Company filings with the Securities and Exchange Commission ("SEC") and other relief outlined in the proposed order.

3. The Company is a publicly traded Nevada corporation that was formed in 2017, and

1 has a principal place of business located at 500 Linden Oaks, Suite 300, Rochester, Monroe County,
2 New York. A copy of the Company's Second Amended and Restated Bylaws is attached hereto and
3 incorporated herein as **Exhibit 1** (the "Company's Bylaws").¹

4 4. The Company's Board of Directors consists of the following persons: Vanderbilt,
5 King, Michael DiStasio, Elliot Goldstein, and me (John Colucci).

6 5. Over the past few weeks, the Company's Board of Directors has convened a number
7 of times, on some occasions validly, and on others invalidly, under the Company's bylaws, as detailed
8 below. Accordingly, some decisions arising from those Board meetings have been duly authorized and
9 enforceable, while others have not.

10 6. On July 8, 2022, the then-Chairman of the Board, Vanderbilt, attempted to convene a
11 special meeting of the Board of Directors on less than one hour's notice in violation of the Company's
12 bylaws. A copy of the email notice is attached hereto and incorporated herein as **Exhibit 2**.

13 7. Pursuant to Section 3.7 of the Company's Bylaws, notice of a special meeting is
14 required to be delivered at least forty-eight (48) hours before the time the meeting is held. Exhibit 1,
15 p. 6, Art. III, § 3.7. The notice provisions contained in the Company's Bylaws may be waived in
16 writing or by attendance at the meeting without asserting an objection. Exhibit 1, p. 6, Art. III, § 3.9.
17 In other words, if all five members of the Board either (i) provide written waiver, or (ii) appear at the
18 meeting and do not assert objection, then the meeting is valid. But, in the absence of proper notice, if
19 a single member fails to appear or provide a waiver, any decisions arising from the Board meeting
20 are invalid and unenforceable.

21 8. Independent Board member Michael DiStasio did not provide a written waiver of
22 notice with respect to the July 8, 2022 Board meeting and did not appear at it. Accordingly, any
23 decisions resulting from the July 8, 2022 meeting were invalid and unenforceable under the
24 Company's bylaws.

25 9. Still, at the July 8, 2022 improperly noticed Board meeting, King proposed the Board
26

27 ¹ At the time the Company's bylaws were adopted, the Company's name was "Edison Nation, Inc."
28 The Company since change its name to Vinco Ventures, Inc., but its adopted bylaws have remained
unchanged from the attached Exhibit 1.

1 consider a motion to appoint Farnsworth as the Company's Co-Chief Executive Officer. Because the
2 fifth Board member, Michael DiStasio, did not attend or waive the legally-mandated notice
3 requirements for a Board meeting, any so-called decisions or actions taken at the meeting had
4 absolutely no effect under the Company's bylaws. What is more, board member Elliot Goldstein noted
5 that he did not feel comfortable voting at the meeting and abstained.

6 10. In all events, under the Company's bylaws, Farnsworth was *not* appointed as the
7 Company's Co-Chief Executive Officer at the July 8, 2022 Board meeting.

8 11. In fact, on July 11, 2022, when Vanderbilt requested that Company's legal counsel
9 circulate minutes of the July 8, 2022 meeting to the Board, counsel advised Vanderbilt that the July 8,
10 2022 meeting—and any decisions made at it—were invalid, and that the Board should convene a
11 properly-noticed meeting to take legitimate action.

12 12. Notwithstanding all of this, prior to the opening of the stock market on July 14, 2022,
13 King authorized the filing of an incorrect Form 8-K (the "First Incorrect Form 8-K") that
14 inaccurately stated the Company has appointed Farnsworth as its Co-Chief Executive Officer.
15 Moreover, King directed this filing without the knowledge of the independent members of the
16 Company's Board of Directors. The First Incorrect Form 8-K also contained material omissions
17 regarding Farnsworth's prior business activities, including failing to disclose that he was subject to a
18 Complaint by the Federal Trade Commission and a subsequent settlement.

19 13. At 5:00 p.m. (EST) on July 14, 2022, the independent members of the Board held a
20 joint meeting of the Audit Committee, the Compensation Committee and the Nominating and
21 Corporate Governance Committee (collectively, the "Board Committees"). While this meeting
22 was convened on short notice, each director participated at the meeting without raising any objection.

23 14. At this joint meeting, the Board Committees: (i) approved the termination of King as
24 the Company's Chief Executive Officer; (ii) approved me (John Colucci) as the Company's Interim
25 Chief Executive Officer (or Co-Chief Executive Officer with Theodore Farnsworth); and (iii)
26 recommended that the full Board approve the foregoing resolutions.

27 15. On July 17, 2022, the Board convened a duly-noticed meeting at 12:00 p.m. (EST).
28 A copy of the notice is attached hereto and incorporated herein as **Exhibit 3**. A quorum was present at

1 this meeting pursuant to Section 3.8 of the Company's bylaws, which included all three independent
2 directors. Vanderbilt appeared at this meeting but left twice, without speaking. King never appeared.
3 At this meeting, each independent board director, based on the recommendation of the Board's
4 independent committees, approved (i) the termination of King as the Company's Chief Executive
5 Officer and as a Vinco Manager of ZVV Media Partners, LLC ("ZVV"), and (ii) my (John Colucci's)
6 appointment as the Company's Interim Chief Executive Officer. A copy of the Board Minutes from
7 the July 17, 2022 meeting is attached hereto and incorporated herein as **Exhibit 4**.

8 16. Four days later, on July 21, 2022, the Board convened a meeting at 1:00 p.m. (EST),
9 with all directors present and each director expressly waiving notice pursuant to Section 3.9 of the
10 Company's Bylaws.

11 17. At this Board meeting, in order to try to stabilize the Company and allow Farnsworth
12 and King to have a soft landing and be involved on a limited basis and to try to work with the parties
13 involved, the Board unanimously: (i) rescinded King's prior termination and moved her from the role
14 of Chief Executive Officer of the Company to the role of President of ZVV Media Partners, LLC (not
15 the Company), and (ii) appointed Farnsworth as Co-Chief Executive Officer (with specified and
16 limited duties), along with me (John Colucci) as Interim Co-Chief Executive Officer. At the Board's
17 direction, I was to be responsible for operations and finance, while Farnsworth was to be responsible
18 for investor relations and marketing and certain business units. A copy of the Board Minutes from the
19 July 21, 2022 meeting is attached hereto and incorporated herein as **Exhibit 5**.

20 18. The Board further *explicitly directed* Farnsworth and me to file a Current Report on
21 Form 8-K by 5:30 p.m. (EST), with comments due from Farnsworth at 4:00 p.m. (EST), to correct the
22 First Incorrect Form 8-K, and announce our appointments as Co-Chief Executive Officers.

23 19. Despite my best efforts to meet the 5:30 p.m. (EST) SEC filing deadline, Farnsworth
24 blocked me from making the Form 8-K filing by depriving me access to the SEC login passcodes and
25 filing credentials and sending email notices to the printer that he had not signed off. This failure to
26 meet the Form 8-K filing deadline caused the Company to lose its S-3 eligibility status, which may
27 have a material financial impact on the Company.

28 20. On July 22, 2022, Farnsworth prepared and authorized the filing of a Current Report

1 on Form 8-K that, once again, misrepresented the results of Board meetings and the current status of
2 Company management (the “Second Incorrect Form 8-K”).

3 21. All of this disorder culminated in the Company having to make a \$33 million payment
4 on its senior secured convertible note that same day since the Company was not able to sign an
5 amendment to the note due to uncertainty of its ability to file a Form 8-K as required by the
6 amendment. It therefore lost the opportunity to defer payment of the \$33 million to a later date
7 (October 1, 2022) under the proposed amendment, which has damaged the Company’s financial
8 position.

9 22. On July 24, 2022, the Board convened at 11:00 a.m. (EST) at a duly noticed meeting
10 noticed three days earlier. A copy of the notice is attached hereto and incorporated herein as **Exhibit**
11 **6**. In addition, *all* Board members were present and *none* voiced a notice objection. Thus, the notice
12 and quorum requirements of Sections 3.7 and 3.8 of the Company’s bylaws were satisfied and all
13 voted actions coming from the meeting were fully authorized, valid, and enforceable. Still, at this
14 meeting, Vanderbilt and King continually and incorrectly voiced objections to the agenda and the
15 process of the meeting.

16 23. After Vanderbilt called the meeting to order, the following Board actions were taken
17 (each by a *majority vote* of 3 in favor, 1 against, with Vanderbilt never articulating a vote):

18 (i) the Board terminated Farnsworth as co-Chief Executive Officer of the
19 Company for cause, effectively immediately, and in the best interests of the
20 shareholders;

21 (ii) the Board terminated King as the President of ZVV Media Partners, LLC for
22 cause, effectively immediately, and in the best interests of the shareholders;

23 (iii) the Board terminated Noble as the Company’s Chief Security Officer for
24 cause, effectively immediately, and in the best interests of the shareholders;

25 (iv) the Board terminated any employment relation with Vanderbilt for cause,
26 effectively immediately, and in the best interests of the shareholders;

27 (v) the Board approved the removal of Vanderbilt from his position of Chairman
28 of the Board effectively immediately; and

(vi) and the Board ratified and approved its July 17, 2022 action to appoint me as the Company's Interim Chief Executive Officer.

A copy of the Board Minutes from the July 24, 2022 meeting is attached hereto and incorporated herein as **Exhibit 7**.

24. Under the Board's actions, and consistent with the Company's bylaws, as Interim Chief Executive Officer, I became the Company's *sole* Chief Executive Officer since July 24, 2022—which position I validly hold to this day.

25. After learning of his termination by the Board, Defendant Ted Farnsworth ignored it and distributed a letter to all Company employees in the evening of July 24, 2022 claiming he was still the Company's Co-Chief Executive Officer. A copy of that letter is attached hereto and incorporated herein as **Exhibit 8**.

26. On July 25, 2022, written termination notices were delivered to each of the Defendants. Copies of the termination notices are attached hereto and incorporated herein as **Exhibit 9**.

27. Despite being terminated and not having the position with the Company, Farnsworth sent an email on July 25, 2022 from a Company email address directing that all Company SEC filings must go through Noble (who had also been terminated from any position with the Company). A copy of that email is attached hereto and incorporated herein as **Exhibit 10**.

28. On July 25, 2022, Farnsworth, and those acting on his behalf, once again blocked the SEC filing login passcodes and, once again, inhibited the Company's ability to make a required SEC filing on Form 8-K. They also disabled the administrative privileges of the email system of an employee when she, at the direction of an officer of the company, disabled the administrative privileges of Noble, the Chief Security Officer and one of the members of the Farnsworth Group.

29. Once more, on July 26, 2022, Farnsworth, and those acting on his behalf, once again blocked the SEC filing login passcodes and inhibited the Company's ability to make a required SEC filing on Form 8-K.

30. To this day, as Interim Chief Executive Officer, I am unable to make any SEC filings as Farnsworth impermissibly retains control over virtually all of the Company's systems and assets,

1 including the login passcodes and credentials for Company filings with the SEC, and now the SEC
2 has blocked anyone having codes until there is a court order or an agreement. A true and correct copy
3 of the email from the SEC is attached as **Exhibit 11**.

4 31. On July 14, 2022 (the day King filed the First Incorrect Form 8-K), the Company's
5 stock price, which is publicly traded on Nasdaq, closed at \$1.02 per share and the Company's stock
6 price has been steadily declining ever since.

7 32. As of August 4, 2022, the Company's stock price closed at \$0.71 per share—an
8 approximately 33% decline (or \$0.33 per share) in the value of the Company's common stock over
9 the twenty days of chaos that Defendants have intentionally caused.

10 33. Nasdaq suspended trading of the Company's stock as of August 4, 2022 due to the
11 conflicting and misinformation in the market. A true and correct copy of Nasdaq's press release is
12 attached as **Exhibit 12**.

13 34. Michael Fein, the President of Kingsdale Advisors, a proxy solicitation advisory firm
14 with a contract with the Company, indicated on August 4, 2022 that King contacted him and advised
15 she wanted to move the August 2022 shareholder meeting. Mr. Fein indicated he may resign given
16 that he has no certainty on with whom he should be dealing on this important upcoming voting date
17 for the shareholders.

18 35. Ai-Pros, a software company that develops and licenses software to the Company and
19 its affiliates, has indicated that Defendants may have maligned it and has issued cease and desist
20 letters against Defendants, and which happens to be the same company that Defendants have issued
21 cookie cutter "whistleblower" internal investigations against certain officers and directors of the
22 Company to falsely claim the directors are disqualified against voting in direct contravention of
23 Nevada corporate law and the Company's Bylaws. A true and correct copy of the letter from AI-Pros
24 Inc.'s counsel is attached as **Exhibit 13**.

25 36. Defendants' above-described actions are similar to the prior wrongdoings and failed
26 business attempts of Farnsworth with MoviePass, Inc. ("MoviePass") and Helios and Matheson
27 Analytics Inc. ("Helios").

28 37. From January 2017 through September 2019, Farnsworth served as Chairman of the

1 Board and Chief Executive Officer of Helios, a former Nasdaq listed and publicly traded company.

2 38. Helios, which was operating under Farnsworth's control, acquired a controlling
3 interest in MoviePass in December 2017. Farnsworth then became a director for MoviePass until
4 September 2019, when MoviePass ceased operations. Helios and the Company are similar in that both
5 companies owned a major subsidiary upon which virtually all of its operations are based.

6 39. On January 28, 2020, after suffering over \$150 million in losses under Farnsworth's
7 control, Helios filed for Chapter 7 Bankruptcy.

8 40. On June 7, 2021, the FTC filed a complaint against MoviePass, Helios, Farnsworth
9 and another officer of MoviePass whereby the FTC alleged that, among other things, MoviePass,
10 Helios, Farnsworth and the other officer deceptively marketed MoviePass services and employed
11 tactics to prevent subscribers from using the MoviePass service as advertised.

12 41. On October 1, 2021, the FTC, Farnsworth and the other defendants finalized a
13 settlement of the FTC's allegations. Pursuant to Farnsworth's settlement with the FTC, Farnsworth is
14 barred for twenty (20) years from, among other things, misrepresenting his business and security
15 practices and collecting or sharing consumers' personal information without first implementing
16 stringent safeguards and controls.

17 42. Defendants' false claim to authority in the Company has created chaos internally and
18 externally that threatens the immediate viability of the Company. Defendants have taken all of the
19 Company's internal systems, are attempting to access bank accounts, have blocked certain employees
20 from email access, terminating and unilaterally putting on "administrative leave" Company officers
21 when in fact the people putting them on administrative leave no longer work at the Company and do
22 not have authority to take those action, holding "board meetings" that are invalid and of no force or
23 effect due to notice and quorum fatal deficiencies in violations of the Company's Bylaws, gridlocking
24 the Company's ability to function, causing Nasdaq on August 4, 2022 to halt trading of the common
25 stock of the Company which may have a tremendous impact on the shareholders of the company after
26 an over 40% drop since the Defendant's issued their First Inaccurate Form 8-K, and imperiling its
27 continued legal and financial well-being due to Defendants' harassment and badgering to take control
28 of bank accounts, payroll and payment system holding millions of dollars in a way that is irreparably

1 harming the Company and is difficult, if not impossible, to quantify in money.

2 43. Due to the over 33% drop in the price of the Company's publicly traded common stock
3 to below \$1 for over 20 days since the Defendants issued their First Inaccurate Form 8-K on July 14,
4 2022 and the unauthorized and confusing "management changes," the Company will imminently face
5 delisting by Nasdaq Capital Market.

6 44. Without judicial intervention enjoining Defendants from masquerading as Company
7 executives, blocking SEC filings, attempting to access millions of dollars of funds through
8 harassment and badgering, blocking payroll and payment systems, disabling email for officers, and
9 confusing the public at large, the Company's ability as a publicly traded Company, which has now
10 been suspended, to remain solvent and continue operating is severely compromised.

11 45. Accordingly, the Company respectfully requests that this Court issue a temporary
12 restraining order and preliminary injunction: (1) to prohibit and restrain Defendants from holding
13 themselves out as employees or agents of the Company; (2) to restrain Defendants from accessing
14 the Company's premises or servers; and (3) to require Defendants to relinquish control over the
15 Company's SEC filing passcodes and cooperate to return all SEC passcodes to the Company's
16 dominion and control under Interim CEO John Colucci and return all Company personal devices,
17 passwords, servers, documents (whether in paper or electronic format), payment and payroll systems,
18 and emails and email servers related to any business of the Company and its affiliates.

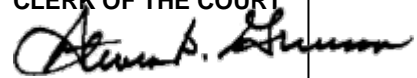
19 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
20 true and correct.

21 DATED this 4th day of August, 2022.

22
23 /s/ John Colucci
John Colucci

TAB 5

TAB 5



EXHS
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Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

EXHIBITS TO THE DECLARATION OF
JOHN COLUCCI IN SUPPORT OF
PLAINTIFF VINCO VENTURES, INC.'S
EMERGENCY MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION FILED
CONCURRENTLY HERETO

EXHIBIT NO.	DESCRIPTION
1	Second Amended and Restated Bylaws of Edison Nation, Inc.
2	Email dated July 8, 2022 from Lisa King to Rod Vanderbilt, et al. re Confidential Board Meeting
3	Email dated July 14, 2022 from Elliot Goldstein to Lisa King, et al. re Board Meeting Request
4	Minutes of Special Meeting of Board of Directors of Vinco Ventures, Inc., dated July 17, 2022
5	Minutes of Special Meeting of Board of Directors of Vinco Ventures, Inc., dated July 21, 2022
6	Email dated July 21, 2022 from Elliot Goldstein to Lisa King, et al., re Notice of Special Meeting – July 24, 2022
7	Minutes of Special Meeting of Board of Directors of Vinco Ventures, Inc. dated July 24, 2022

EXHIBIT NO.	DESCRIPTION
8	Letter dated July 24, 2022 from Vinco Ventures to All Employees – Privileged and Business Confidential Information
9	Termination letters dated July 25, 2022 from Philip Jones, CFO, Vinco Ventures, Inc. to Roderick Vanderbilt, Theodore Farnsworth, Lisa King, and Erik Noble
10	Email dated July 25, 2022 from Ted Farnsworth to Philip Jones, et al. re Policy for Use of Vinco Ventures, Inc., EDGAR SEC Codes
11	Email dated August 3, 2022 from EDGAR Access Notice to David G. Burch, Jr., et al., re Vinco Ventures, Inc. – Correspondence to Farnsworth Counsel
12	Nasdaq Press Release dated August 4, 2022
13	Letter dated August 4, 2022 from White Summers Caffee & James, LLP to Vinco Ventures, Inc.

EXHIBIT 1

EXHIBIT 1

**SECOND AMENDED AND RESTATED
BYLAWS
OF**

EDISON NATION, INC.
a Nevada corporation

**ARTICLE I
CORPORATE OFFICES**

1.1 REGISTERED OFFICE. The registered agent and office of Edison Nation, Inc. in the State of Nevada shall be as designated in the corporation's amended and restated articles of incorporation (as might be further amended or restated from time to time, the "Articles of Incorporation").

1.2 OTHER OFFICES. The board of directors may at any time establish other offices at any place or places where the corporation is qualified to do business.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

2.1 PLACE OF MEETINGS. Meetings of stockholders shall be held at any place, either within or without the State of Nevada, as may be designated by the board of directors or in the manner provided in these bylaws. In the absence of any such designation, stockholders' meetings shall be held at the registered office of the corporation in the State of Nevada.

2.2 ANNUAL MEETING. The annual meeting of stockholders shall be held each year on a date and at a time designated by the board of directors. At the meeting, directors shall be elected and any other business properly brought before the annual meeting may be transacted. Except as otherwise restricted by the Articles of Incorporation or applicable law, the board of directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the board of directors.

2.3 SPECIAL MEETING. A special meeting of the stockholders may be called at any time by the board of directors, or by the chairman of the board, or by the chief executive officer, or by the president.

If a special meeting is called by any person or persons other than the board of directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president or the secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The officer receiving the request shall cause notice to be promptly given to the stockholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than ten (10) nor more than sixty (60) calendar days after the receipt of the request. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the board of directors may be held.

2.4 NOTICE OF STOCKHOLDERS' MEETINGS. All notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.6 of these bylaws not less than ten (10) nor more than sixty (60) calendar days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.5 ADVANCE NOTICE OF STOCKHOLDER NOMINEES AND STOCKHOLDER BUSINESS. Nominations for the election of directors, and business proposed to be brought before any stockholder meeting may be made by the board of directors or proxy committee appointed by the board of directors or by any stockholder entitled to vote in the election of directors generally if such nomination or business proposed is otherwise business properly brought before such meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder and for nominations to be properly brought before a special meeting by a stockholder, the stockholder of record must have given timely notice thereof in writing to the secretary of the corporation, and, in the case of business other than nominations, such other business must be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the secretary at the principal executive offices of the corporation not later than the close of business on the ninetieth (90th) calendar day nor earlier than the close of business on the one hundred twentieth (120th) calendar day prior to the first anniversary of the preceding year's annual meeting; provided that in the event that the date of the annual meeting is more than thirty (30) calendar days before or more than seventy (70) calendar days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) calendar day prior to such

annual meeting and not later than the close of business on the later of the ninetieth (90th) calendar day prior to such annual meeting or the tenth (10th) calendar day following the day on which public announcement (as defined below) of the date of such meeting is first made by the corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The notice must be provided by a stockholder of record and must set forth:

(a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including such person's written consent to being named in the corporation's proxy statement as a nominee and to serving as a director if elected,

(b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made,

(c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or the business is proposed: (i) the name and address of such stockholder, as they appear on the corporation's books, and the name and address of such beneficial owner, (ii) the class and number of shares of stock of the corporation which are owned of record by such stockholder and such beneficial owner as of the date of the notice, and a representation that the stockholder will notify the corporation in writing within five (5) business days after the record date for such meeting of the class and number of shares of stock of the corporation owned of record by the stockholder and such beneficial owner as of the record date for the meeting, and (iii) a representation that the stockholder intends to appear in person or by proxy at the meeting to propose such nomination or business,

(d) as to the stockholder giving the notice or, if the notice is given on behalf of a beneficial owner on whose behalf the nomination is made or the business is proposed, as to such beneficial owner, and if such stockholder or beneficial owner is an entity, as to each director, executive, managing member or control person of such entity (any such person, a "control person"): (i) the class and number of shares of stock of the corporation which are beneficially owned (as defined below) by such stockholder or beneficial owner and by any control person as of the date of the notice, and a representation that the stockholder will notify the corporation in writing within five (5) business days after the record date for such meeting of the class and number of shares of stock of the corporation beneficially owned by such stockholder or beneficial owner and by any control person as of the record date for the meeting, (ii) a description of any agreement, arrangement or understanding with respect to the nomination or other business between or among such stockholder or beneficial owner or control person and any other person, including without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable to the stockholder, beneficial owner or control person) and a representation that the stockholder will notify the corporation in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (iii) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder or beneficial owner and by any control person or any other person acting in concert with any of the foregoing, the effect or intent of which is to mitigate loss, manage risk or benefit from changes in the share price of any class of the corporation's stock, or maintain, increase or decrease the voting power of the stockholder or beneficial owner with respect to shares of stock of the corporation, and a representation that the stockholder will notify the corporation in writing within five business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (iv) a representation whether the stockholder or the beneficial owner, if any, and any control person will engage in a solicitation with respect to the nomination or business and, if so, the name of each participant (as defined in Item 4 of Schedule 14A under the Exchange Act) in such solicitation and whether such person intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding stock required to approve or adopt the business to be proposed (in person or by proxy) by the stockholder, and

(e) a certification that the stockholder giving the notice and the beneficial owner(s), if any, on whose behalf the nomination is made or the business is proposed, has or have complied with all applicable federal, state and other legal requirements in connection with such stockholder's and/or each such beneficial owner's acquisition of shares of capital stock or other securities of the corporation and/or such stockholder's and/or each such beneficial owner's acts or omissions as a stockholder of the corporation, including, without limitation, in connection with such nomination or proposal.

The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as a director of the corporation, including information relevant to a determination whether such proposed nominee can be considered an independent director.

For purposes of this Section 2.5, a "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the United States Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act. For purposes of Section 2.5(d)(i), shares shall be treated as "beneficially owned" by a person if the person beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder or has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing): (a) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both), (b) the right to vote such shares, alone or in concert with others, and/or (c) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

This Section 2.5 shall not apply to notice of a proposal to be made by a stockholder if the stockholder has notified the corporation of his or her intention to present the proposal at an annual or special meeting only pursuant to and in compliance with Rule 14a-8 under the Exchange Act and such proposal has been included in a proxy statement that has been prepared by the corporation to solicit proxies for such meeting.

The chairman of the meeting shall refuse to acknowledge the nomination of any person or the proposal of any business not made in compliance with the foregoing procedure. Notwithstanding the foregoing provisions hereof, a stockholder shall also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth herein.

2.6 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Written notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation. An affidavit of the secretary or an assistant secretary or of the transfer agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.7 QUORUM. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (a) the chairman of the meeting, or (b) the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.8 ADJOURNED MEETING; NOTICE. When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) calendar days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.9 CONDUCT OF BUSINESS. Except as otherwise provided in the Articles of Incorporation no action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by these bylaws. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

2.10 VOTING. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.13 of these bylaws, subject to the provisions of the Nevada Revised Statutes (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements).

Except as may be otherwise provided in the Articles of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder at the close of business on the record date, or the relevant date established by the board of directors, as applicable, which shall be cast only by that individual or such individual's duly authorized proxy. Stockholders shall not be allowed to cumulate their votes in the election of directors or any other matter submitted to a vote of stockholders.

With respect to shares held by a representative of the estate of a deceased stockholder, or a guardian, conservator, custodian or trustee, even though the shares do not stand in the name of such holder, votes may be cast by such holder upon proof of such representative capacity. In the case of shares under the control of a receiver, the receiver may vote such shares even though the shares do not stand of record in the name of the receiver but only if and to the extent that the order of a court of competent jurisdiction which appoints the receiver contains the authority to vote such shares. If shares stand of record in the name of a minor, votes may be cast by the duly appointed guardian of the estate of such minor only if such guardian has provided the corporation with written proof of such appointment.

With respect to shares standing of record in the name of another corporation, partnership, limited liability company or other legal entity on the record date, votes may be cast: (a) in the case of a corporation, by such individual as the bylaws of such other corporation prescribe, by such individual as may be appointed by resolution of the board of directors of such other corporation or by such individual (including, without limitation, the officer making the authorization) authorized in writing to do so by the chairman of the corporation's board of directors, if any, the chief executive officer, if any, the president or any vice president of such corporation, and (b) in the case of a partnership, limited liability company or other legal entity, by an individual representing such stockholder upon presentation to the corporation of satisfactory evidence of his or her authority to do so.

With respect to shares standing of record in the name of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, spouses as community property, tenants by the entirety, voting trustees or otherwise and shares held by two or more persons (including proxy holders) having the same fiduciary relationship in respect to the same shares, votes may be cast in the following manner: (a) if only one person votes, the vote of such person binds all, (b) if more than one person casts votes, the act of the majority so voting binds all, and (c) if more than one person casts votes, but the vote is evenly split on a particular matter, the votes shall be deemed cast proportionately, as split.

2.11 WAIVER OF NOTICE. Whenever notice is required to be given under any provision of the Nevada Revised Statutes, the Articles of Incorporation or these bylaws, a written waiver, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these bylaws.

2.12 WRITTEN CONSENT OF STOCKHOLDERS IN LIEU OF MEETING. Unless otherwise provided in the Articles of Incorporation or these bylaws, any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered by hand or by registered United States mail, postage prepaid, return receipt requested, or courier service, postage prepaid, to the attention of the secretary of the corporation at the principal executive offices of the corporation. Every written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section 2.12 to the corporation, written consents signed by a sufficient number of holders required to take action are delivered to the corporation by delivered by hand or by registered United States mail, postage prepaid, return receipt requested, or courier service, postage prepaid, to the attention of the secretary of the corporation at the principal executive offices of the corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the corporation as provided in this Section 2.12.

2.13 RECORD DATE FOR STOCKHOLDER NOTICE; VOTING; GIVING CONSENTS. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) calendar days before the date of such meeting, nor more than sixty (60) calendar days prior to any other action.

If the board of directors does not so fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

2.14 PROXIES. At any meeting of stockholders, any holder of shares entitled to vote may designate, in a manner permitted by the laws of the State of Nevada, another person or persons to act as a proxy or proxies. If a stockholder designates two or more persons to act as proxies, then a majority of those persons present at a meeting has and may exercise all of the powers conferred by the stockholder or, if only one is present, then that one has and may exercise all of the powers conferred by the stockholder, unless the stockholder's designation of proxy provides otherwise. Every proxy shall continue in full force and effect until its expiration or revocation in a manner permitted by the laws of the State of Nevada.

2.15 LIST OF STOCKHOLDERS ENTITLED TO VOTE. The officer who has charge of the stock ledger of a corporation shall prepare and make, at least ten (10) calendar days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) calendar days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE III DIRECTORS

3.1 POWERS. Subject to the provisions of the Nevada Revised Statutes and any limitations in the Articles of Incorporation or these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

3.2 NUMBER OF DIRECTORS. The board of directors shall consist of at least three (3) and not more than seven (7) directors, provided that the minimum and maximum number of directors may be increased or decreased from time to time by an amendment to these bylaws or by resolutions adopted by the board of directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS. Except as provided in the Articles of Incorporation or Section 3.4 of these bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the Articles of Incorporation or these bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his successor is elected and qualified or until his or her earlier death, resignation or removal.

Elections of directors need not be by written ballot.

3.4 RESIGNATION AND VACANCIES. Any director may resign at any time upon written notice to the attention of the secretary of the corporation. When one or more directors shall resign from the board of directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the articles of incorporation or these bylaws:

(a) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the Articles of Incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation or these bylaws, or may apply for a decree summarily ordering an election as provided in the Nevada Revised Statutes.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole board (as constituted immediately prior to any such increase), then a court of competent jurisdiction may, upon application of any stockholder or stockholders holding at least thirty-three percent (33%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, which election shall be governed by the provisions of the Nevada Revised Statutes as far as applicable.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE. The board of directors of the corporation may hold meetings, both regular and special, either within or outside the State of Nevada.

Unless otherwise restricted by the Articles of Incorporation or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of such board of directors, or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

3.6 REGULAR MEETINGS. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board of directors.

3.7 SPECIAL MEETINGS; NOTICE. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or any two (2) directors.

Notice of the time and place of special meetings shall be delivered personally, by email, by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) calendar days before the time of the holding of the meeting. If the notice is delivered personally, by email or by telegram, it shall be delivered at least forty-eight (48) hours before the time of the holding of the meeting. The notice need not specify the purpose or the place of the meeting, if the meeting is to be held at the principal executive office of the corporation.

3.8 QUORUM. At all meetings of the board of directors, a majority of the authorized number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute, the Articles of Incorporation, or these bylaws. If a quorum is not present at any meeting of the board of directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 WAIVER OF NOTICE. Whenever notice is required to be given under any provision of the Nevada Revised Statutes, the Articles of Incorporation, or these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when such person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or members of a committee of directors, need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these bylaws.

3.10 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise restricted by the Articles of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the board or committee.

3.11 FEES AND COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Articles of Incorporation or these bylaws, the board of directors (or a committee of the board of directors) shall have the authority to fix the compensation of directors.

3.12 APPROVAL OF LOANS TO OFFICERS. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing contained in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

3.13 REMOVAL OF DIRECTORS. Any director may be removed from such position as provided in, and in accordance with, the Articles of Incorporation and the Nevada Revised Statutes. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE IV COMMITTEES

4.1 COMMITTEES OF DIRECTORS. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, with each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the bylaws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority (a) approving or adopting or recommending to the stockholders, any action or matter expressly required by the Nevada Revised Statutes to be submitted to stockholders for approval, or (b) adopting, amending, or repealing any bylaws of the corporation; and, unless the board resolution establishing the committee, the bylaws or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to the Nevada Revised Statutes.

4.2 COMMITTEE MINUTES. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

4.3 MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Section 3.5 through Section 3.10 of Article III of these bylaws, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the board of directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V OFFICERS

5.1 OFFICERS. The officers of the corporation shall be a chief executive officer, chief financial officer, president, treasurer and secretary. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant vice presidents, one or more assistant secretaries, one or

more assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws. Any number of offices may be held by the same person.

5.2 APPOINTMENT OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these bylaws, shall be appointed by the board of directors, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS. The board of directors may appoint, or empower the president to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS; FILLING VACANCIES. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the board of directors at any regular or special meeting of the board or, except in the case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

5.5 CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be appointed, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may from time to time be assigned to the chairman of the board by the board of directors or as may be prescribed by these bylaws. If there is no president appointed, then the chairman of the board shall also be the president of the corporation and shall have the powers and duties prescribed in Section 5.8 of these bylaws.

5.6 CHIEF EXECUTIVE OFFICER. The board of directors shall appoint a chief executive officer of the corporation who shall be subject to the control of the board of directors and have general supervision, direction and control of the business and the officers of the corporation. The chief executive officer shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board, at all meetings of the board of directors. The chief executive officer shall be the Principal Executive Officer of the corporation.

5.7 CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. The chief financial officer shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

The chief financial officer shall be the Principal Financial Officer, Principal Accounting Officer of the corporation, and subject to the order of the board of directors, the secretary and treasurer of the corporation.

5.8 PRESIDENT. The president shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws. In addition and subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if no one has been appointed chief executive officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have the powers and duties described in Section 5.6.

5.9 SECRETARY. The secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the board of directors required to be given by law or by these bylaws. The secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by these bylaws.

5.10 TREASURER. The treasurer, subject to the order of the board of directors, shall have the care and custody of, and be responsible for, all of the money, funds, securities, receipts and valuable papers, documents and instruments of the corporation, and all books and records relating thereto. The treasurer shall keep, or cause to be kept, full and accurate books of accounts of the corporation's transactions, which shall be the property of the corporation, and shall render financial reports and statements of condition of the corporation when so requested by the board of directors, the chairman of the board of directors, if any, the chief executive officer, if any, or the president. The treasurer shall perform all other duties commonly incident to his or her office and such other duties as may, from time to time, be assigned to him or her by the board of directors, the chief executive officer, if any, the president, these bylaws or as provided by law. If a chief financial officer of the corporation has not been appointed, the treasurer may be deemed the chief financial officer of the corporation.

5.11 VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors, these bylaws, the president or the chairman of the board.

5.12 REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the chief executive officer, the chief financial officer, the president, any vice president, the secretary or assistant secretary of this corporation, or any other person authorized by the board of directors or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.13 AUTHORITY AND DUTIES OF OFFICERS. In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the board of directors.

ARTICLE VI INDEMNITY

As further set forth in the Articles of Incorporation, to the fullest extent permitted by applicable law, a director of the corporation shall not be personally liable to the corporation or to its stockholders for monetary damages for any breach of fiduciary duty as a director.

ARTICLE VII RECORDS AND REPORTS

7.1 MAINTENANCE AND INSPECTION OF RECORDS. The corporation shall, either at its principal executive officer or at such place or places as designated by the board of directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books, and other records.

7.2 ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT. The corporation shall annually, on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Nevada Secretary of State a list of its president, secretary and treasurer and all of its directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Nevada. Such list shall be certified by an officer of the corporation.

ARTICLE VIII GENERAL MATTERS

8.1 CHECKS. From time to time, the board of directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that

are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 STOCK CERTIFICATES; PARTLY PAID SHARES. The shares of the corporation shall be represented by certificates, provided that the board of directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the board of directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman or vice-chairman of the board of directors, or the president or vice-president, and by the chief financial officer or an assistant treasurer, or the secretary or an assistant secretary of such corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile or other electronic signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature or other electronic signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

8.4 SPECIAL DESIGNATION ON CERTIFICATES. If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in the Nevada Revised Statutes, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

8.5 LOST AND REPLACEMENT CERTIFICATES. All certificates surrendered to the corporation, except those representing shares of treasury stock, shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been canceled, except that in case of a lost, stolen, destroyed or mutilated certificate, a new one may be issued therefor. However, any stockholder applying for the issuance of a stock certificate in lieu of one alleged to have been lost, stolen, destroyed or mutilated shall, prior to the issuance of a replacement, provide the corporation with his, her or its affidavit of the facts surrounding the loss, theft, destruction or mutilation and, if required by the board of directors, an indemnity bond in an amount not less than twice the current market value of the stock, and upon such terms as the treasurer or the board of directors shall require which shall indemnify the corporation against any loss, damage, cost or inconvenience arising as a consequence of the issuance of a replacement certificate.

When the Articles of Incorporation are amended in any way affecting the statements contained in the certificates for outstanding shares of capital stock of the corporation or it becomes desirable for any reason, in the discretion of the board of directors, including, without limitation, the merger of the corporation with another corporation or the conversion or reorganization of the corporation, to cancel any outstanding certificate for shares and issue a new certificate therefor conforming to the rights of the holder, the board of directors may order any holders of outstanding certificates for shares to surrender and exchange the same for new certificates within a reasonable time to be fixed by the board of directors. The order may provide that a holder of any certificate(s) ordered to be surrendered shall not be entitled to vote, receive distributions or exercise any other rights of stockholders of record

until the holder has complied with the order, but the order operates to suspend such rights only after notice and until compliance.

8.6 CONSTRUCTION; DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Nevada Revised Statutes shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

8.7 DIVIDENDS. The board of directors, subject to any restrictions contained in: (a) the Nevada Revised Statutes, or (b) the Articles of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the corporation's capital stock.

The board of directors may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the corporation, and meeting contingencies.

8.8 FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the board of directors and may be changed by the board of directors. Absent such a resolution of the board of directors to the contrary, December 31 shall be the end of the fiscal year of the corporation.

8.9 SEAL. The corporation may adopt a corporate seal, which shall be adopted and which may be altered by the board of directors, and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

8.10 TRANSFER OF STOCK. The board of directors shall have the power and authority to make such rules and regulations not inconsistent herewith as it may deem expedient concerning the issue, transfer, and registration of certificates for shares of the corporation's stock. No transfer of stock shall be valid as against the corporation except on surrender and cancellation of any certificate(s) therefor accompanied by proper evidence of succession, assignation or authority to transfer by the registered owner made either in person or under assignment. Whenever any transfer shall be expressly made for collateral security and not absolutely, the collateral nature of the transfer shall be reflected in the entry of transfer in the records of the corporation.

8.11 STOCK TRANSFER AGREEMENTS. The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the Nevada Revised Statutes. The board of directors may appoint one or more transfer agents, transfer clerks and registrars of transfer and may require all certificates for shares of stock to bear the signature of such transfer agents, transfer clerks and/or registrars of transfer.

8.12 REGISTERED STOCKHOLDERS. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE IX AMENDMENTS

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to adopt, amend or repeal these bylaws or adopt new bylaws without any action on the part of the stockholders; provided that any bylaw adopted or amended by the board of directors, and any powers thereby conferred, may be amended, altered or repealed by the stockholders.

ARTICLE X CHANGES IN NEVADA LAW

References in these bylaws to the laws of the State of Nevada or the Nevada Revised Statutes or to any provision thereof shall be to such law as it existed on the date these bylaws were adopted or as such law thereafter may be changed; provided that (a) in the case of any change which expands the liability of directors or officers or limits the indemnification rights which the corporation may provide pursuant to Article VI, the rights to limited liability, to indemnification and to the advancement of expenses provided in the Articles of Incorporation and/or these bylaws shall continue as theretofore to the extent permitted by law, and (b) if such change permits the corporation, without the requirement of any further action by stockholders or directors, to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses than the corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

EXHIBIT 2

EXHIBIT 2

From: Lisa King <Lking@vincoventures.com>

Date: July 8, 2022 at 2:01:57 PM EDT

To: Rod Vanderbilt <rodvanderbiltvin@gmail.com>, Giovanni Colucci <john@hwydata.com>, Mike Distasio <mike@chair.com>, Elliot Goldstein <elliott@whitedoveequities.com>, ted farnsworth <Tedfarnsworth@gmail.com>

Cc: Lynn Hancock <lhancock@zash.global>

Subject: CONFIDENTIAL board meeting

Good afternoon,

I'd like to request a confidential board meeting at 3:00 this afternoon. All is good, but I have a pressing item to discuss with the board and am seeking an immediate vote today. No legal or any other participant other than Ted [cc'd] will be participating.

Lynn, please send a zoom invite for 3:00 today.

Thank you all, speak with you shortly.

Lisa

EXHIBIT 3

EXHIBIT 3

From: Elliot Goldstein <elliott@whitedoveequities.com>

Date: July 14, 2022 at 5:28:51 PM EDT

To: Lisa King <Lking@vincoventures.com>, Rod Vanderbilt <rodvanderbiltvin@gmail.com>, Giovanni Colucci <john@hwydata.com>, Mike Distasio <mike@chair.com>

Cc: Joseph Lucosky <jlucosky@lucbro.com>, Adele Hogan <ahogan@lucbro.com>, Jon Monna <jmonna@lucbro.com>

Subject: Board meeting request

We are requesting a board meeting for 10 AM on Sunday. There are two board members requesting this.

Elliot Goldstein, Partner
White Dove Equities
908.216.1254
Elliot@Whitedoveequities.com

From: **Elliot Goldstein** <elliott@whitedoveequities.com>

Date: Fri, Jul 15, 2022 at 8:48 AM

Subject: Sunday Board Meeting

To: Rod Vanderbilt <rodvanderbiltvin@gmail.com>, Lisa King <Lking@vincoventures.com>, Giovanni Colucci <john@hwydata.com>, Mike Distasio <mike@chair.com>

Join Zoom Meeting

<https://us02web.zoom.us/j/82311805976?pwd=b0NpZ053TzRtOXQwLzNkZFFNNVk3QT09>

Meeting ID: 823 1180 5976

Passcode: 792960

One tap mobile

+16465588656,,82311805976#,,,,*792960# US (New York)

+16469313860,,82311805976#,,,,*792960# US

Dial by your location

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

Meeting ID: 823 1180 5976

Passcode: 792960

Find your local number: <https://us02web.zoom.us/u/kcBBjxTDdy>

Elliot Goldstein, Partner

White Dove Equities

908.216.1254

Elliot@Whitedoveequities.com

**NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF VINCO
VENTURES, INC.**

Dated July 15, 2022 before noon ET
Sent to each Board member via email

To the Directors of Vinco Ventures, Inc.

In accordance with the Bylaws of Vinco Ventures, Inc. (the “Company”), Michael DiStasio and Elliot Goldstein are demanding a special meeting of the board of directors of the Company to be held on Sunday, July 17, 2022, at 12:00 PM ET, via the zoom link below, for the purpose of discussing Company management and operations, including without limitation personnel recommendations from a previously held Compensation Committee meeting. Attendance at the board meeting shall include current directors, management and corporate counsel.

Join Zoom Meeting

<https://us02web.zoom.us/j/82311805976?pwd=b0NpZ053TzRtOXQwLzNkZFFNNVk3QT09>

Meeting ID: 823 1180 5976 Passcode: 792960 One tap mobile

[+16465588656](tel:+16465588656),,82311805976#,,,,*792960# US (New York)

[+16469313860](tel:+16469313860),,82311805976#,,,,*792960# US Dial by your location [+1 646 558 8656](tel:+16465588656) US (New York) [+1 646 931 3860](tel:+16469313860) US [+1 301 715 8592](tel:+13017158592) US (Washington DC) [+1 312 626 6799](tel:+13126266799) US

(Chicago) [+1 253 215 8782](tel:+12532158782) US (Tacoma) [+1 346 248 7799](tel:+13462487799) US (Houston) [+1 669 444 9171](tel:+16694449171) US

[+1 669 900 9128](tel:+16699009128) US (San Jose) Meeting ID: 823 1180 5976 Passcode: 792960 Find your local number: <https://us02web.zoom.us/j/82311805976?pwd=b0NpZ053TzRtOXQwLzNkZFFNNVk3QT09>

EXHIBIT 4

EXHIBIT 4

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
VINCO VENTURES, INC.**

A Zoom special meeting of the Board of Directors (the “Board”) of Vinco Ventures, Inc., a Nevada corporation (the “Company”), was held on July 17, 2022, at 12:00 p.m.

The following members of the Board were present:

Roderick Vanderbilt, Chairman* (came in and out twice)
Michael J. DiStasio
Elliott Goldstein
John Colucci

The following members of the Board were absent:

Lisa King

The special meeting was called to order at approximately 12:05 pm.

The Board discussed and confirmed that proper notice had been given for the special meeting, which was called by Elliot Goldstein and Mike DiStasio, two independent Board members, and that a quorum of the Board was present.

The Board discussed the joint recommendation made by the Board’s Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee (collectively, the “Committees”) that the Board approve the immediate termination of Lisa King as the Company’s CEO and as a Vinco Manager for ZVV Media Partners, LLC.

The following resolution was passed after a motion that was seconded:

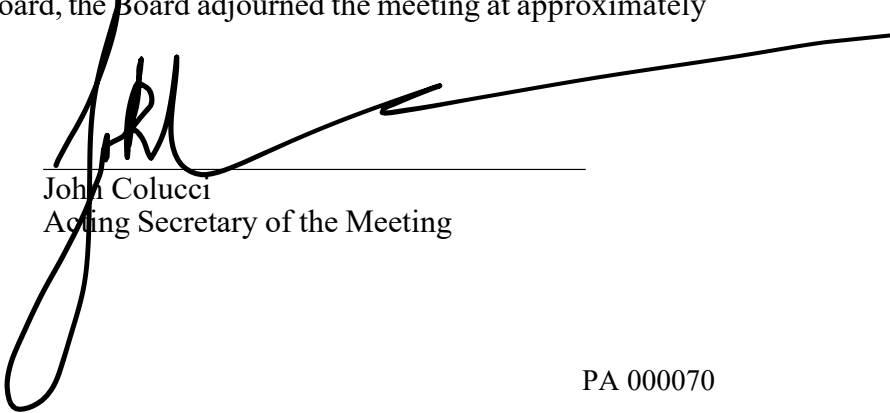
RESOLVED, the Board approved the immediate termination of Lisa King as the Company’s CEO and as a Vinco Manager of ZVV Media Partners, LLC.

The Board discussed the joint recommendation made by the Committees that the Board approve the appointment of John Colucci to serve as the Company’s interim CEO, which was reposed.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the appointment of John Colucci as the Company’s interim CEO.

There being no further business before the Board, the Board adjourned the meeting at approximately 12:10 p.m.



John Colucci
Acting Secretary of the Meeting

EXHIBIT 5

EXHIBIT 5

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
VINCO VENTURES, INC.**

A Zoom special meeting of the Board of Directors (the “Board”) of Vinco Ventures, Inc., a Nevada corporation (the “Company”), was held on July 21, 2022, at 1:00 p.m.

The following members of the Board were present:

Roderick Vanderbilt, Chairman
Lisa King
Michael J. DiStasio
Elliott Goldstein
John Colucci

Theodore Farnsworth attended the meeting by invitation of Roderick Vanderbilt and Lisa King.

The special meeting was called to order at approximately 1:00 pm.

The Board discussed and each director expressly waived notice of a Board meeting required under the Company’s bylaws.

The Board discussed rescinding Lisa King’s prior termination and moving her to the role of President of ZVV Media Partners, LLC.

The following resolution was passed after a motion that was seconded:

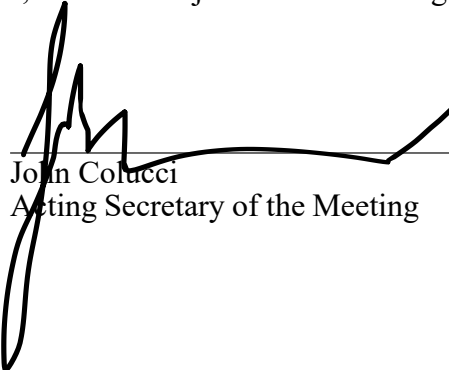
RESOLVED, the Board rescinded Ms. King’s prior termination and approved moving her to the President of ZVV Media Partners, LLC.

The Board appointing Theodore Farnsworth as the Company’s Co-CEO, with specified duties.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the appointment of Theodore Farnsworth as Co-CEO, with Mr. Colucci, as Interim Co-CEO to be responsible for operation and finance and Mr. Farnsworth to be responsible for investor relations and marketing.

There being no further business before the Board, the Board adjourned the meeting at approximately 2:00 p.m.



John Colucci
Acting Secretary of the Meeting

EXHIBIT 6

EXHIBIT 6

From: **Elliot Goldstein** <elliott@whitedoveequities.com>

Date: Thu, Jul 21, 2022 at 8:06 PM

Subject: Vinco Board Of Directors Meeting Notice

To: <lking@vincoventure.com>, Lisa King <lking@zash.global>, Rod Vanderbilt <rodvanderbiltvin@gmail.com>, <Rvanderbilt@zash.global>, <Rodv1@msn.com>, Mike Distasio <mike@chair.com>, Giovanni Colucci <John@hwydata.com>

Board Members of Vinco -

Please see the attached notice of a special meeting of the Vinco Board of Directors to be held on Sunday, July 24, 2022, at 11 am ET.

Elliot Goldstein, Partner
White Dove Equities
908.216.1254
Elliot@Whitedoveequities.com

**NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF VINCO
VENTURES, INC.**

Dated July 21, 2022

Sent to each Board member via email

To the Directors of Vinco Ventures, Inc.

In accordance with the Bylaws of Vinco Ventures, Inc. (the “Company”), Michael DiStasio and Elliot Goldstein are demanding a special meeting of the board of directors of the Company to be held on Sunday, July 24, 2022, at 11:00 AM ET, via the zoom link below, for the purpose of discussing board of director’s agreements, Company management and operations, including without limitation personnel recommendations from any Audit Committee, Compensation Committee and Governance or Nominating Committee meeting. Attendance at the board meeting shall be limited to directors.

Join Zoom Meeting

<https://us02web.zoom.us/j/83026326835?pwd=RS9WQ3FaZlVWb2kxM2xBcGFpdG5aZz09>

Meeting ID: 830 2632 6835

Passcode: 005419

One tap mobile

+16469313860,,83026326835#,,,,*005419# US

+16465588656,,83026326835#,,,,*005419# US (New York)

EXHIBIT 7

EXHIBIT 7

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
VINCO VENTURES, INC.**

A Zoom special meeting of the Board of Directors (the “Board”) of Vinco Ventures, Inc., a Nevada corporation (the “Company”), was held on July 24, 2022, at 11:00 a.m.

The following members of the Board were present:

Roderick Vanderbilt, Chairman
Lisa King
Michael J. DiStasio
Elliott Goldstein
John Colucci

The special meeting was called to order at approximately 11:00 a.m.

Roderick Vanderbilt and Lisa King attempted to disrupt the business of the meeting. At some point, Mr. Vanderbilt and Ms. King had their microphones intermittently muted by John Colucci, which they were able to unmute themselves and did unmute and participate, in order for the Board to conduct business.

The Board discussed the joint recommendation of the Compensation Committee, Audit Committee and Nominating and Corporate Governance Committee to terminate Theodore Farnsworth as co-CEO of the Company and who was the former Chairman of MoviePass, for cause, effective immediately. In addition, the Board is asked to consider the termination of Lisa King as the President of ZVV Media Partners, LLC, Erik Noble as the Chief Security and any employment or similar arrangements between the Company and Roderick Vanderbilt (the termination of Mr. Farnsworth, Ms. King, Mr. Noble and Mr. Vanderbilt to be referred to as the “Farnsworth Group Termination”), for cause, and effective immediately and such termination is in the best interest of the shareholders and the Company given recent events and potential issues concerning the FTC Order regarding Mr. Farnsworth.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the termination Theodore Farnsworth as co-CEO of the Company, Lisa King as the President of ZVV Media Partners, LLC, Erik Noble as the Chief Security and any employment or similar arrangements between the Company and Roderick Vanderbilt, for cause, and effective immediately and such termination is in the best interest of the shareholders.

The Board discussed removal of Roderick Vanderbilt as the Chairman of the Board.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the removal of Roderick Vanderbilt as the Chairman of the Board.

The Board discussed ratifying the decision made by the Board on July 17, 2022 to appoint John Colucci as the Company’s Interim CEO.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board ratified the decision made by the Board on July 17, 2022 to appoint John Colucci as the Company’s Interim CEO.

The Board discussed approving the Board of Directors Agreements and Indemnification Agreements in substantially the form provided to the Board.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the Company's entry into the Board of Directors Agreement and Indemnification Agreements in substantially the form provided to the Board.

The Board discussed postponing the Special Meeting of the Company's Stockholders currently scheduled to be held on July 26, 2022 to on or about August 23, 2022.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved postponing the Special Meeting of the Company's Stockholders currently scheduled to be held on July 26, 2022 to on or about August 23, 2022.

The Board discussed the implementation of a Company (including subsidiaries and affiliates) cost reduction plan that will include, among other things, a reduction in force, with John Colucci and Phil Jones to implement such cost reduction plan. Is there a motion to approve the implementation of a Company (including subsidiaries and affiliates) cost reduction plan that will include, among other things, a reduction in force, with John Colucci and Phil Jones to implement such cost reduction plan.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the implementation of a Company (including subsidiaries and affiliates) cost reduction plan that will include, among other things, a reduction in force, with John Colucci and Phil Jones to implement such cost reduction plan.

The Board discussed appointing John Colucci and Phil Jones to serve as Vinco Managers at ZVV Media Partners, LLC. Is there a motion made to appoint John Colucci and Phil Jones to serve as Vinco Managers at ZVV Media Partners, LLC.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board approved the appointment of John Colucci and Phil Jones to serve as Vinco Managers at ZVV Media Partners, LLC.

The Board discussed authorizing John Colucci and Phil Jones to coordinate and make all necessary regulatory filings and disclosures required in connection with the foregoing resolutions.

The following resolution was passed after a motion that was seconded:

RESOLVED, the Board authorizes John Colucci and Phil Jones to coordinate and make all necessary regulatory filings and disclosures required in connection with the foregoing resolutions.

There being no further business before the Board, the Board adjourned the meeting at approximately 11:30 a.m.



John Colucci

Acting Secretary of the Meeting*

*Mr. Vanderbilt appointed Ms. King to take minutes, but no minutes have been provided to date. These minutes have been prepared based on notes and recordings of the meeting.

EXHIBIT 8

EXHIBIT 8



**Privileged and Business Confidential Information, not to be shared with anyone.
This is non-Public information.**

To all employees, good evening.

July 24, 2022

First of all, I would like to apologize for all the distractions over last the few weeks, and especially over the last 48 hours. The activities of the Vinco Ventures Board are an embarrassment for me and all of senior management.

As most of you know, in the very beginning Lisa King was with me in, Syracuse, New York, when I started this vision and direction for the company with Zash and Vinco. I raised the capital to acquire Lomotif, Adrizer, Mind Tank, Honeybadger, and others to build this vision and raise hundreds of millions of dollars.

Unfortunately, I have learned over the years that when there is a lot of money successfully raised, people come along who are power hungry and filled with greed and little experience who want to take over companies. We are experiencing a moment like this right now, an unsolicited internal hostile takeover which is strictly about ego money and greed. Rest assured, I have seen this many times and gone through it many times, and it's more of a distraction than anything, and the worst thing possible for shareholder value.

This morning the Vinco Ventures, Inc. Board attempted to hold a board meeting.

However, our SEC corporate counsel for Vinco Ventures, Inc. reviewed the minutes of today's meeting and concluded that the board meeting was not valid. Multiple infractions, material breaches of fiduciary responsibilities, and many other items disqualify it as a lawful board meeting.

Furthermore, after a lengthy review, our corporate SEC counsel for Vinco Ventures, Inc. has concluded that John Colucci failed with his disclosure to meet the requirements to be an independent Director of the Board. Therefore, we do not even recognize him as an Independent Director or a Director of Vinco Ventures. Since June 10th, 2022, and over



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several weeks John acted in bad faith from his lack of disclosure and not in the best interest of the shareholders of Vinco Ventures, Inc. So, any decisions he made and voted on over the last several weeks are considered null and void. His lack of disclosure brings into question his qualification to hold any leadership position in any public company.

According to our corporate SEC counsel for Vinco Ventures, Rod Vanderbilt remains the Chairman of the Board for Vinco Ventures, Inc., and Lisa King remains on the Board of Directors and the President of ZVV. In addition, Erik Noble remains Chief Security Officer of Vinco Ventures, Inc., and I remain as co-Chief Executive Officer of Vinco Ventures, Inc.

We realize this information is being provided to you many hours after the morning meeting. However, management spent all day and all evening with our corporate SEC counsel for Vinco Ventures, Inc., and other counsel, to ensure that we provide you the most transparent information possible.

As of now, everything remains status quo, which we publicly announced in the required 8K form this past Friday afternoon, July 22, 2022.

I will continue to serve as co-Chief Executive Officer of Vinco Ventures, Inc.

In a July 21, 2022, Vinco Ventures Board meeting Lisa King was appointed President of ZVV Media Partners, LLC. She will remain an independent board member of Vinco Ventures. Lisa will report to me and have complete strategic oversight of ZVV operations, and Lomotif. In addition, she will continue to serve as the founder and CEO of Magnifi U. Paul Yang, CEO of Lomotif, will report to Lisa in her new position. We wish Lisa success in her new role.

Likewise, in the same July 21, 2022, Vinco Ventures Board meeting, John Colucci was appointed an interim co-CEO.



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In addition, I want to introduce you to Erik Noble, who has been our Chief Security Officer for Vinco Ventures, Inc., for the last two months. He has also been serving as Chief of Staff and will remain in these positions. I find that Erik's previous experience as Chief of Staff of NASA and NOAA in the Federal government, where he reported to the head of each agency while division directors reported to him, and he managed over 29,000 employees, as well as being head of cybersecurity policy for the White House, a great honor for our company. If you have any questions about the company, feel free to reach out to Erik as Chief of Staff.

I personally want to thank all of you that have reached to me personally over the last few days and last few weeks voicing your concerns. I appreciate it.

I ask you on behalf of the shareholders and the business to please not be distracted by these events. Focus on the great company that we are building together.

Thank you.

Ted Farnsworth
Co-CEO of Vinco Ventures, Inc.

EXHIBIT 9

EXHIBIT 9

Board of Directors
Vinco Ventures, Inc.

July 25, 2022

Roderick Vanderbilt
Vinco Ventures, Inc.

Via email: rodvanderbiltvin@gmail.com, Rodv1@msn.com, Rvanderbilt@zash.global

Re: Vinco Ventures, Inc. – Termination Letter

Dear Mr. Vanderbilt,

Your roles at Vinco Ventures, Inc. (the “Company”) have been terminated by the Company effective as of 12:00 PM ET on July 24, 2022. Any employee benefits are also terminated as of such date and time unless required by law to be terminated at a later date, such as health insurance, if any, which will terminate at the end of the month.

Access to the premises as an employee or consultant is denied, return or hand over any access cards or passwords, and do not access any of the Company’s systems. No SEC or other regulatory filings or press releases on behalf of the Company are permitted, and all SEC codes of the Company are to be relinquished to the Company immediately with you providing notice today to any printer service or IR service that has been used to that effect.

You will no longer have access to the Company’s email and other systems. All Company documents, whether in electronic or paper form, are to be immediately returned to the Company. To the extent you used another email system other than your Company email for Company business, that is to be turned over today. You also need to hand over all the devices and other relevant documents that are still under your supervision, including computers and phones.

Receipt of, and agreement of compliance with, this notice must be acknowledged today.

With regards,


Philip Jones, CFO

Receipt of, and agreement of compliance with, this notice of termination is acknowledged:

Roderick Vanderbilt
Date: _____

Board of Directors
VincO Ventures, Inc.

July 25, 2022

Theodore Farnsworth
VincO Ventures, Inc.
Via email: tedfarnsworth@gmail.com,
tfarnsworth@zash.global, tfarnsworth@vincOventures.com

Re: VincO Ventures, Inc. – Termination Letter

Dear Mr. Farnsworth,

Your roles at VincO Ventures, Inc. (the “Company”) have been terminated by the Company effective as of 12:00 PM ET on July 24, 2022. Any employee benefits are also terminated as of such date and time unless required by law to be terminated at a later date, such as health insurance, if any, which will terminate at the end of the month.

Access to the premises is denied, return or hand over any access cards or passwords, and do not access any of the Company’s systems. No SEC or other regulatory filings or press releases on behalf of the Company are permitted, and all SEC codes of the Company are to be relinquished to the Company immediately with you providing notice today to any printer service or IR service that has been used to that effect.

You will no longer have access to the Company’s email and other systems. All Company documents, whether in electronic or paper form, are to be immediately returned to the Company. To the extent you used another email system other than your Company email for Company business, that is to be turned over today. You also need to hand over all the devices and other relevant documents that are still under your supervision, including computers and phones.

Receipt of, and agreement of compliance with, this notice must be acknowledged today.

With regards,


Philip Jones, CFO

Receipt of, and agreement of compliance with, this notice of termination is acknowledged:

Theodore Farnsworth

Date: _____

Board of Directors
VincO Ventures, Inc.

July 25, 2022

Lisa King
VincO Ventures, Inc.
Via email: Lking@vincovenures.com
lking@zash.global

Re: VincO Ventures, Inc. – Termination Letter

Dear Ms. King,

Your association with VincO Ventures, Inc. (the “Company”) and your role as a Manager of ZVV Media Partners, LLC has been terminated, effective as of 12:00 PM ET on July 24, 2022. Any employee benefits are also terminated as of such date and time unless required by law to be terminated at a later date, such as health insurance, if any, which will terminate at the end of the month.


Access to the premises is denied, return or hand over any access cards or passwords, and do not access any of the Company’s systems.

We will need immediate transition of the Magnif U employees off the Company’s system. They should not report to work and leave any office premises related to the Company, and not access any Company systems, until further notice. No SEC or other regulatory filings or press releases on behalf of the Company are permitted, and all SEC codes of the Company are to be relinquished to the Company immediately with you providing notice today to any printer service or IR service that has been used to that effect.

You will no longer have access to the Company’s email and other systems. All Company documents, whether in electronic or paper form, are to be immediately returned to the Company. To the extent you used another email system other than your Company email for Company business, that is to be turned over today. You also need to hand over all the devices and other relevant documents that are still under your supervision, including computers and phones.

Receipt of, and agreement of compliance with, this notice must be acknowledged today.

With regards,


Philip Jones, CFO

Receipt of, and agreement of compliance with, this notice of termination is acknowledged:

Lisa King
Date: _____

Board of Directors
Vincov Ventures, Inc.

July 25, 2022

Erik Noble
Vincov Ventures, Inc.
Via email: enoble@zash.global, enoble@vincovventures.com

Re: Vincov Ventures, Inc. – Termination Letter

Dear Mr. Noble,

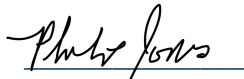
Your roles at Vincov Ventures, Inc. (the “Company”) have been terminated by the Company effective as of 12:00 PM ET on July 24, 2022. Any employee benefits are also terminated as of such date and time unless required by law to be terminated at a later date, such as health insurance, if any, which will terminate at the end of the month.

Access to the premises is denied, return or hand over any access cards or passwords, and do not access any of the Company’s systems. No SEC or other regulatory filings or press releases on behalf of the Company are permitted, and all SEC codes of the Company are to be relinquished to the Company immediately with you providing notice today to any printer service or IR service that has been used to that effect.

You will no longer have access to the Company’s email and other systems. All Company documents, whether in electronic or paper form, are to be immediately returned to the Company. To the extent you used another email system other than your Company email for Company business, that is to be turned over today. You also need to hand over all the devices and other relevant documents that are still under your supervision, including computers and phones.

Receipt of, and agreement of compliance with, this notice must be acknowledged today.

With regards,


Philip Jones, CFO

Receipt of, and agreement of compliance with, this notice of termination is acknowledged:

Erik Noble
Date: _____

EXHIBIT 10

EXHIBIT 10

From: Ted Farnsworth <TFarnsworth@Vincovenures.com>
Sent: Monday, July 25, 2022 1:21 PM
To: Philip Jones <pjones@Vincovenures.com>; elliott@whitedoveequities.com <elliott@whitedoveequities.com>; Giovanni Colucci <john@hwydata.com>; Mike Distasio <mike@chair.com>; Lisa King <Lking@Vincovenures.com>; Lisa King <Lking@Vincovenures.com>
Cc: Erik Noble <ENoble@Vincovenures.com>; Erik U. Noble <enoble@zash.global>; Seth Levine <slevine@levinelee.com>; Ken Lee <klee@levinelee.com>; Illena Roberts <iroberts@levinelee.com>; Ted Farnsworth <tfarnsworth@zash.global>
Subject: Policy for Use of Vinco Ventures, Inc. EDGAR SEC Codes

**Privileged and Business Confidential Information, not to be shared with anyone.
This is non-Public information.**

Monday, July 25, 2022

Dear Vinco Ventures, Inc. Senior Management and Board:

Company counsel has advised senior leadership and management of Vinco Ventures, Inc. ("the Company") on the most secure way to keep unauthorized company filings from appearing in the SEC's Electronic Data Gathering, Analysis, and Retrieval (EDGAR) Filer Management system. The Company's Chief Security Officer and Chief of Staff, Erik Noble, should remain as the gatekeeper of the EDGAR keys that provide EDGAR codes required for EDGAR printing, as well as the main point of contact for the EDGAR printer (or EDGAR software printing service if the Company chooses to use this option in the future).

Please reach out to Chief of Staff Erik Noble during the process of necessary regulatory filings and disclosures for final approval of and generation for EDGAR filings.

Thank you.

-Ted

Ted Farnsworth
Co-CEO of Vinco Ventures, Inc.

Copy:
Kenneth E. Lee
Seth L. Levine
Chad P. Albert
Levine Lee LLP

EXHIBIT 11

EXHIBIT 11

Begin forwarded message:

From: EDGAR Access Notice <EDGARAccessNotice@sec.gov>
Date: August 3, 2022 at 10:17:59 AM EDT
To: "Burch, Jr., David G." <dburch@barclaydamon.com>, Debrief@ftc.gov, EDGAR Escalations <EDGAR_Escalations@sec.gov>
Cc: Giovanni Colucci <john@hwydata.com>, "Nicholson, Michael E." <MNicholson@barclaydamon.com>
Subject: RE: Vinco Ventures, Inc.--Correspondence to Farnsworth Counsel [IWOV-Active.FID3116695]

Mr. Burch

As we previously informed Mr. Colucci on July 29, 2022, since Mr. Colucci and Ms. King are both claiming control over Vinco Ventures, Inc. (CIK 0001497130), we are freezing access to this CIK until we are able to determine who is the rightful owner.

We will provide access if:

1. You are able to provide a court order from a court of competent jurisdiction indicating that your client is legally authorized to obtain access to this CIK; or
2. If you are able to produce a written acknowledgement signed by both parties that indicates the dispute has been resolved in favor of a particular party.

In the meantime, if you have any additional information that is relevant to this matter, please email EDGARAccessNotice@sec.gov and/or EDGAR_Escalations@sec.gov.

Sincerely,
The Commission Staff

From: Burch, Jr., David G. <dburch@barclaydamon.com>
Sent: Tuesday, August 02, 2022 9:43 PM
To: Debrief@ftc.gov; EDGAR Access Notice <EDGARAccessNotice@SEC.GOV>; EDGAR Escalations <EDGAR_Escalations@SEC.GOV>
Cc: Giovanni Colucci <john@hwydata.com>; Nicholson, Michael E. <MNicholson@barclaydamon.com>

Page 1 of 2

Subject: Vinco Ventures, Inc.--Correspondence to Farnsworth Counsel [IWOV-Active.FID3116695]

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear FTC and SEC Contacts:

We represent Vinco Ventures, Inc. Attached please find a copy of my correspondence of this evening to counsel to Ted Farnsworth. This regards the same course of conduct Vinco has brought to your respective agencies' attention in various communications over the past week. We look forward to your inquiries into this matter and stand ready to engage with you and provide any additional information requested.

Regards,

David

David G. Burch, Jr.

Pronouns: he/him/his
Partner

Barclay Damon Tower • 125 East Jefferson Street • Syracuse, NY 13202
D: (315) 425-2788 • F: (315) 425-8588 • C: (315) 877-5186
E: dburch@barclaydamon.com

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EXHIBIT 12

EXHIBIT 12

PUBLISHED

AUG 4, 2022 2:51PM EDT

NEW YORK, Aug. 04, 2022 (GLOBE NEWSWIRE) -- The Nasdaq Stock Market® (Nasdaq: NDAQ) announced that trading was halted today in Vinco Ventures, Inc. (Nasdaq: BBIG) at 01:44:39 P.M. Eastern Time for "additional information requested" from the company at a last sale price of \$0.7117.

Trading will remain halted until Vinco Ventures, Inc. has fully satisfied Nasdaq's request for additional information.

For news and additional information about the company, please contact the company directly or check under the company's symbol using InfoQuotesSM on the Nasdaq® Web site.

For more information about The Nasdaq Stock Market, visit the Nasdaq Web site at <http://www.nasdaq.com>.

Nasdaq Media Contact:

Sophia Weiss sophia.weiss@nasdaq.com

NDAQO



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DO NOT SELL MY PERSONAL
INFORMATION (CA
RESIDENTS ONLY)



EXHIBIT 13

EXHIBIT 13



Silicon Valley Office
541 Jefferson Avenue, Suite 100
Redwood City, CA 94063
Telephone: 650/298-6000
Facsimile: 650/298-6050
www.white-summers.com

August 4, 2022

Vinco Ventures, Inc.
Rochester, New York

Attn: Board of Directors
Via Email

Re: Vinco Ventures, Inc. and AI-Pros Inc. License Agreements

Dear Board Members:

Our firm is corporate counsel to AI-Pros Inc. ("AI-Pros") and it is in that capacity that I have been asked to provide factual background on what I know or what I believe to be the case relating to a license and strategic partnering agreements between AI-Pros and Vinco Ventures, Inc. ("Vinco"). George Yang is the founder of AI-Pros and has been primarily responsible for the two license projects described below. The background in this letter is based on numerous client discussions I have had with Mr. Yang and his business partner Diana Gonzales – and my attendance at a meeting in May 2022 at the White Summer offices in Redwood City CA with Mr. Yang and Ms. Gonzales of AI-Pros, and with Ted Farnsworth (the former Chairman of MoviePass and CEO of Helios) and his advisor Matt Argall. In this meeting the participants discussed the structure of an agreement under which the AI-Pros' technologies and tools would be licensed to several companies controlled by or affiliated with Vinco including Lomotif, AdRizer and Magnifi U in order to improve the scale, effectiveness and efficiencies of apps developed separately by these companies.

As further background, I understand that on April 14, 2022 AI-Pros and AdRizer entered into a non-disclosure agreement ("NDA") under standard terms in which the parties mutually agreed to exchange, protect and hold confidential information of each other for the purpose of exploring a possible business relationship. It was contemplated and understood that this information could be used and shared among all companies in the Vinco Group (including the companies listed above). To my knowledge at all times AI-Pros and its employees have complied with the terms and provisions of the NDA, and used information for the sole purpose of pursuing mutual business interests with the Vinco Group.

Detailed below are different aspects of the relationship between AI-Pros, Mr. Farnsworth and his colleagues, and various of the Vinco companies. The points below are based on many client discussions and communications I have had in the past four months with Mr. Yang and Ms. Gonzales:

1. **AdRizer Contest.** On a recorded June 10, 2022 call, Mr. Farnsworth authorized & instructed Mr. Yang to conduct three separate contests to compare the performance of all 3 of his business units against 3 of AI-Pros' tools & technologies. Mr. Farnsworth wanted the contest winner to grow and the contest loser to shrink their operations. Eleven individuals were present during a recorded June 15, 2022 Google Meet call when a contest between AdRizer and AI-Pros was discussed by

the parties. This contest would involve using Mind Tank's publishing and monetization platforms as a contest site. During the call, Harrison Cooley of Mind Tank requested that Mr. Yang augment certain of AdRizer's technology Cortex, but Mr. Yang refused. Nonetheless, Mr. Cooley emailed the copyrighted contents to Ms. Gonzales of AI-Pros directly on June 15, 2022 to get the contest started.

All of the information viewed and shared during this contest is covered by the NDA. From the outset Mr. Yang and AI-Pros were not impressed with AdRizer nor Mind Tank and determined that neither the Mind Tank contents nor AdRizer technology presented anything of commercial value. Mr. Yang believes that ever since AI-Pros demonstrated its AI tools & technologies, Mr. Farnsworth and his colleagues Lisa King, Rod Vanderbilt and Erik Noble realized how valuable these technology assets are and that AI-Pros' ownership of this technology would significantly devalue Lomotif, AdRizer, Magnifi U, and Zash's ownership in a joint venture company with Vinco.

More specifically, Mr. Yang and AI-Pros did not see anything proprietary or valuable in the Mind Tank and AdRizer's intellectual property. Any suggestion that Mr. Yang or AI-Pros misappropriated and improperly used Vinco's AdRizer or any of its affiliates' intellectual property is factually wrong and harms the good name and business of AI-Pros. Further, any use of the AI-Pros technology, confidential information and intellectual property by Mr. Farnsworth, Ms. King, Mr. Vanderbilt, or Mr. Noble outside of the NDA with Vinco and its affiliates is prohibited and actionable.

2. **AI-Pros Email Addresses / Relationship with John Colucci.** With respect AI-Pro's relationship with John Colucci, Mr. Yang was introduced by Mr. Farnsworth and began work with Mr. Colucci on June 10, 2022 (after Mr. Collucci was appointed to Vinco's Board) when the group discussed the AI-Pros' software, AI Products and Media Buying Tools. Mr. Colucci has never worked for AI-Pros and none of Mr. Colucci's relatives or friends have worked for AI-Pros. AI-Pros has a Quality Assurance manager whose name is "John E.", email address john1e@AI-Pros.com, and he has been with Mr. Yang for over 17-years. That email address has no connection to Mr. Colucci. AI-Pros also has an HR manager whose name is "Liza O.", email address liza1o@AI-Pros.com, who has also been a long time employee of Mr. Yang since 2005. She has no relationship or affiliation with Mr. Colucci.
3. **Magnifi U.** On a recorded July 1, 2022 video call when AI-Pros' demonstrated the social media short video platform and media buying AI tool, Ms. King asked Mr. Yang, after Phil Jones dropped off the call and Mr. Colucci stayed on for a bit longer before dropping out, to license the AI-Pros' learning platform for her own private company, Magnifi U. On March 2022, Mr. Farnsworth had previously proposed to Mr. Yang a potential \$1.6 million license of the AI-Pros technology to Magnifi U. Mr. Yang declined these emailed requests numerous times and told Ms. King directly that he would not enter into a license because he believes Magnifi U will not be viable and competitive in the marketplace.
4. **Ms. King's Invoice Change Request.** During these recorded video calls, Mr. Yang and his team presented the software underlying the First & Second License (each of which is described below)

to Mr. Farnsworth & Mr. Argall on June 21, 2022 in New York City, to Ms. King, Mr. Jones, and Mr. Colucci on July 1, 2022 and to Mr. Farnsworth and Mr. Noble on July 4, 2022. Mr. Yang stated that on or after July 1 or on or before the July 4, 2022 presentation, Ms. King (who was the Vinco CEO at that time) and Mr. Farnsworth asked Mr. Yang to change the invoice for the various AI-Pros licenses from Vinco to Zash Global Media and Entertainment Corporation, a private company owned and controlled by Mr. Farnsworth. Mr. Yang ignored those requests.

5. **Why is AI-Pros' Documentation Important.** Based on Matt Argall's texts (again Mr. Argall is a key advisor to Mr. Farnsworth), Mr. Yang believes that Mr. Farnsworth & Ms. King wanted the AI-Pros licenses issued to Zash instead of Vinco because Mr. Farnsworth and Mr. Noble have been talking about their desire to be able to use the term "AI" in Zash's stories, marketing plans, and PR campaigns. Without documentation and license rights to the AI-Pros technology, Zash could not represent that its products and technology utilize "AI" technologies. Moreover, without using the word 'AI, Media Buying, Revenue' in Zash's press releases, Mr. Farnsworth may not be able to secure approval of Vinco's stockholders to proceed with the prospective merger between Zash's company ZVV and Vinco. Mr. Noble's constant request for documentation was not about Vinco's payment of the license fees but primarily for Zash's PR campaigns.

Mr. Yang & others were present when Mr. Farnsworth made promises to take Mr. Noble's cybersecurity startup public. According to Ms. King herself, Mr. Farnsworth also promised Ms. King to take her Magnifi U company public.

6. **First License.** AI-Pros and Vinco signed a two-year license agreement dated July 22, 2022 (the "**First License**") for a white label software solution related to tools & technologies to develop a social media short video platform. Vinco paid AI-Pros a license fee of approximately \$1.95 million in exchange for the two-year, non-exclusive license to use the software. The First License was executed by Mr. Colucci on behalf of Vinco. Mr. Colucci was the acting Interim Co-CEO when he signed the First License and to my knowledge he still is. Mr. Colucci has no personal rights to the First License. The First License is assignable by Vinco to controlled Vinco subsidiary companies as is customary in license agreements.
7. **Second License.** AI-Pros has been working on a second license agreement with Vinco for a media buying tool (the "**Second License**"), which would be signed when a second payment of \$550,000 is paid by Vinco pursuant to a July 4, 2022 invoice from AI-Pros to Vinco. AI-Pros has licensed (in the case of the First License) and would license (in the case of the expected Second License to be signed on Vinco making the final payment) two white label software solutions to Vinco, one for a social media short video app and one for a media buying tool.

Upon Vinco making the final payment for the Second License, Vinco will be granted the media buying tool pursuant to the Second License. After obtaining the Second License, Vinco will have the one time right to assign the Second License into the same wholly owned subsidiary as the First License.

8. **Why is AI-Pros' Assets Important.** Mr. Yang believes that Mr. Farnsworth & Ms. King wanted the AI-Pros technology to be licensed to Zash instead of Vinco because it would significantly affect the valuation of both Zash and Vinco. Mr. Farnsworth's inner circle believed that Zash's Lomotif was grossly overvalued given the limitations of its social media app. Vinco's rights to the AI-Pros' tools and technologies would diminish Zash's value in their joint venture company by enabling Vinco to compete against Zash's Lomotif in the social media & advertising markets. To justify the high valuation of Lomotif, AdRizer, and Magnifi U as determined by Mr. Farnsworth's personal appraiser Mr. Mohit, Mr. Farnsworth needed to use the AI-Pros technology to integrate the solutions in the Zash controlled or affiliated companies.

To be clear, Mr. Yang and AI-Pros wish to fully cooperate with Vinco and have no desire to directly work with Mr. Farnsworth, Ms. King, Mr. Noble or any of their respective companies. Mr. Yang and AI-Pros will cooperate fully with any open investigation conducted by the Vinco Board of Directors or government authorities and will provide copies of correspondence and other materials relevant to an investigation as appropriate. Separately I will send a letter to Mr. Farnsworth, Ms. King, Mr. Vanderbilt, Mr. Noble, and Mr. Cooley notifying them to immediately cease and desist from any derogatory or defamatory statements and false accusations against Mr. Yang and AI-Pros. Assertions by these persons and others associated with them that Vinco employees are secretly working for AI-Pros, or other references to unethical practices by Mr. Yang or AI-Pros are intentionally false and actionable.

Very truly yours,
WHITE SUMMERS CAFFEE & JAMES, LLP

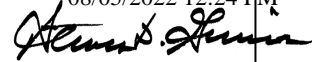
By: _____


Mark Cameron White
Partner

cc: George Yang
Diana Gonzales
AI- Pros Board of Directors

TAB 6

TAB 6


CLERK OF THE COURT

EXPR
MARK J. CONNOT (10010)
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
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Facsimile: (702) 597-5503
mconnot@foxrothschild.com
Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

EX PARTE ORDER GRANTING
PLAINTIFF VINCO VENTURES, INC.'S
EMERGENCY MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION

Plaintiff Vinco Ventures, Inc. (the “Company”), having submitted its Emergency Motion for Temporary Restraining Order and Preliminary Injunction (the “Emergency Motion”), the Court having reviewed the papers and pleadings on file, including the verified Complaint for Injunctive Relief and Damages filed by the Company, the Emergency Motion, the Declaration of John Colucci, and the Declaration of Mark Connot filed in support of the Emergency Motion, the Court hereby finds and concludes as follows as follows:

1. Pursuant to Nevada Rule of Civil Procedure (“NRCP”) 65(b), the Company has established good cause for immediate *ex parte* relief, as there is an appreciable risk of irreparable harm to the Company’s business based on the conduct of Defendants Theodore “Ted” Farnsworth, Lisa King, Roderick “Rod” Vanderbilt, and Erik Noble (collectively, “Defendants”).

2. There is an immediate risk of irreparable harm to the Company including, but not limited to, (a) destroying the Company’s business and preventing a downsizing to preserve cash after

1 a \$33 million payment on July 22, 2022 was made and Defendants' constant harassment and bullying
2 of accounting staff to get access and authorization to bank accounts, payroll and payment systems
3 holding millions of dollars, (b) damaging the Company's reputation and status with the Securities
4 and Exchange Commission ("SEC") which will not issue SEC codes to any party without a court
5 order or an agreement of the parties, (c) the further filing of inaccurate Form 8-Ks with the SEC, (d)
6 putting the Company at risk of delisting from Nasdaq's Capital Market due to the large stock price
7 drop of over 33% and well below \$1 since the Defendants' inaccurate SEC Form 8-K filing on July
8 14, 2022 and the fraudulent "change in management," and (e) placing at risk the Company's
9 upcoming Form 10-Q filing due August 15, 2022 with the attendant work required by Marcum LLP
10 its auditors, likely to cause an immediate collapse of the Company much like Farnsworth and
11 Vanderbilt presided over in connection with the closing and bankruptcy of MoviePass / Helios, for
12 which there is no adequate remedy at law;

13 3. Defendants' actions unreasonably interfere with the Company's business and if left
14 unchecked will destroy the Company's credit or profits;

15 4. The balance of the hardships weighs in favor of the Company;

16 5. As a publicly traded Nevada corporation with a substantial number of shareholders
17 and over 150 million shares outstanding, the public has a distinct interest in ensuring the stability of
18 the Company and the accuracy of its filings with regulators, such as the SEC. Defendants have filed
19 two false Form 8-Ks with the SEC regarding the Company and, in doing so, have mislead the SEC,
20 the Company's shareholders, and the public at large regarding the Company's governance, NASDAQ
21 has suspended trading of the Company's stock as of August 4, 2022 due to the conflicting and
22 misinformation in the market; and thus public policy further supports entry of a temporary restraining
23 order (a "TRO");

24 6. The Company has demonstrated a reasonable probability of success on the merits and
25 that the Defendants' conduct, if allowed to continue, will result in great or irreparable harm for which
26 compensatory damages is an inadequate remedy.

27 7. Under the circumstances, a TRO is necessary (1) to prohibit and restrain Defendants,
28

1 or those acting under their control, direction, or authority from holding themselves out as employees
2 or agents of the Company, (2) to restrain Defendants from accessing the Company's premises or
3 servers, and (3) to require Defendants to relinquish control over the Company's SEC filing passcodes
4 and cooperate to return SEC passcodes to the Company's dominion and control under John Colucci
5 and return all Company personal devices, passwords, servers, documents (whether in paper or
6 electronic format), payment and payroll systems, and emails and email servers related to any business
7 of the Company and its affiliates.

8 8. Only a nominal bond is necessary to secure a TRO to preserve the status quo until the
9 hearing on the Company's request for a preliminary injunction.

10 Based on the foregoing findings and conclusions, **IT IS HEREBY ORDERED:**

11 1. The Emergency Motion is hereby GRANTED;

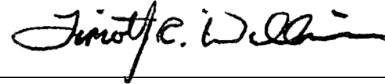
- 12 a. For the duration of this TRO, Defendants are enjoined from holding themselves
13 out internally or externally as employed by the Company or acting on its behalf in
14 any capacity;
- 15 b. For the duration of this TRO, Defendants are enjoined from accessing Company's
16 premises or servers;
- 17 c. Immediately upon receipt of service of this TRO, Defendants and each of them,
18 are required to relinquish control, or to direct those persons working with or under
19 them to relinquish control, over the Company's SEC filing passcodes and
20 cooperate to return SEC codes to the Company's dominion and control under John
21 Colucci and return all Company personal devices, passwords, servers, documents
22 (whether in paper or electronic format), payment and payroll systems, and emails
23 and email servers related to any business of the Company and its affiliates;
- 24 d. Pursuant to NRCP 65(c), the Company shall post a bond in the amount of
25 \$ 500.00.
- 26 e. This TRO will remain in full force and effect until the conclusion of the hearing
27 as set forth in Paragraph 2 below, unless the Court otherwise orders the extension
28

1 of the TRO.

2 2. Pursuant to NRCp 65(b)(3), the hearing on the Company's Emergency Motion shall
3 be on August 16, 2022 at 9:05 a.m./p.m. Any opposition to the Emergency Motion
4 shall be filed on or before August 15, 2022, ~~and the Company shall file any reply on or~~
5 ~~before _____, 2022.~~

6 3. A copy of this Order, along with the Emergency Motion and all exhibits thereto, shall
7 be served on Defendants on or before August 8, 2022.

8 Dated this 5th day of August, 2022

9 

10 JM

11 Respectfully submitted by:

12 **7BA 99C CD9B 124A**
13 **Timothy C. Williams**
14 **District Court Judge**

15 **FOX ROTHSCHILD LLP**

16 /s/ Mark J. Connot
17 MARK J. CONNOT (10010)
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19 Las Vegas, Nevada 89135
20 Telephone: (702) 262-6899
21 Facsimile: (702) 597-5503
22 mconnot@foxrothschild.com
23 *Attorneys for Plaintiff Vinco Ventures, Inc..*

24 *BlueJeans Dial-in: 1-408-419-1715
25 Meeting ID: 305 354 001
26 Participant Passcode: 2258

27 Online: <https://bluejeans.com/305354001/2258>

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Vinco Ventures, Inc., Plaintiff(s) | CASE NO: A-22-856404-B
7 vs. | DEPT. NO. Department 16
8 Theodore Farnsworth,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Temporary Restraining Order was served via the court's electronic
14 eFile system to all recipients registered for e-Service on the above entitled case as listed
below:

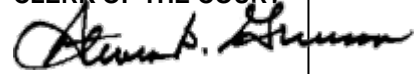
15 Service Date: 8/5/2022

16 Mark Connot mconnot@foxrothschild.com

17 Doreen Loffredo dloffredo@foxrothschild.com

TAB 7

TAB 7



ACSR
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mconnot@foxrothschild.com
Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

ACCEPTANCE OF SERVICE

The undersigned, Chad P. Albert of the law firm Levine Lee LLP, on behalf of Defendants Theodore Farnsworth, Lisa King, Roderick Vanderbilt, and Erick Noble ("Defendants"), hereby consents, and is authorized, to accept service of the following documents filed in the above-entitled action, and waives any affirmative defense alleging insufficiency of service of process.

1. Summons and Complaint, Civil Cover Sheet
2. Plaintiff Vinco Ventures, Inc.'s Emergency Motion for Temporary Restraining Order and Preliminary Injunction
3. Declaration of John Colucci in Support of Vinco Ventures, Inc.'s Emergency Motion for Temporary Restraining Order and Preliminary Injunction;
4. Exhibits to the Declaration of John Colucci in Support of Vinco Ventures, Inc.'s Emergency Motion for Temporary Restraining Order and Preliminary Injunction;

5. Declaration of Mark J. Connot in Support of Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction; and

6. Ex Parte Order Granting Plaintiff Vinco Ventures, Inc.'s Emergency Motion for Temporary Restraining Order and Preliminary Injunction.

This acceptance of service shall not constitute a waiver of any available defenses that the Defendants might have, except in regard to proper service of process.

DATED this 6th day of August, 2022.

LEVINE LEE LLP

Chris Allen

Chad P. Albert
1500 Broadway, Ste. 2501
New York, New York 10036
Tel: 212-257-5926
Email: calbert@levinelee.com

*Attorneys for Defendants Theodore Farnsworth,
Lisa King, Roderick Vanderbilt, and Erik Noble*

TAB 8

TAB 8

Heather S. Smith

CLERK OF THE COURT

Will Kemp, Esq. (#1205)
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T: (702) 385-6000
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THEODORE PARKER, III, ESQ.
Nevada Bar No. 4716
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Facsimile: (702) 868-8001
Email: tparker@pnalaw.net

Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

ORDER: (1) DIRECTING VINCO VENTURES, INC. TO PAY ALL PAYROLL AMOUNTS DUE AND OWING ON AUGUST 19, 2022; (2) PRECLUDING VINCO VENTURES FROM TERMINATING EMPLOYEES; (3) SETTING LIMITATIONS ON EXPENDITURES; AND (4) SETTING LIMITATIONS AND CONDITIONS REGARDING VINCO VENTURES BOARD MEETINGS

On August 16 and 17, 2022, Plaintiff Vinco Ventures, Inc.'s ("Vinco Ventures") Motion for Temporary Restraining Order and Preliminary Injunction ("Motion") came on for hearing,

with Plaintiff represented by Mark J. Connot of Fox Rothschild LLP, Defendant Theodore Farnsworth represented by Kemp Jones, LLP, and Defendants Lisa King and Roderick Vanderbilt represented by Theodore Parker, III of Parker Nelson & Associates.

Based on the representations by the parties on the record, IT IS HEREBY ORDERED:

1. Plaintiff shall make all payroll payments scheduled for August 19, 2022 for all payroll amounts for which Plaintiff is responsible, specifically including but not limited to payroll for employees in the amount of approximately \$700,000 of the following:

a. Vinco Shared Services (“VSF”) (with approximately 48 persons characterized as Vinco employees (and includes Honey Badger Media LLC employees) and 14 persons characterized as Magnifi U employees) in the amount of approximately \$425,000 (historically every two weeks) and the 27 persons characterized as AdRizer employees in the amount of approximately \$85,000 (historically every two weeks, but they are provided funds monthly, and Mind Tank LLC is a subsidiary of AdRizer and shares that payment);

2. Plaintiff shall not make expenditures in excess of \$250,000.00 per transaction, absent unanimous Board approval or order of the Court.

3. Plaintiff stipulates and agrees it will not terminate any employees of the following entities on or before Monday, August 22, 2022:

- a. Plaintiff Vinco Ventures, Inc.
- b. Mind Tank LLC
- c. AdRizer, LLC
- d. Honey Badger Media LLC
- e. Magnifi U, Inc.

4. Plaintiff shall pay ZVV \$710,000.00 for payroll on or before August 18, 2022 and it will be treated as an advance on the loan.

5. Plaintiff shall not hold any Board of Director meetings without 48 hours’ notice and an agenda must accompany the notice, absent unanimous agreement of the parties, which agreement will not be unreasonably withheld in the event of emergency, or order of the Court.

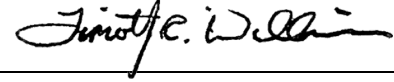
KEMP JONES, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kjc@kempjones.com

1 The parties stipulate and agree religious holidays will be accommodated. This shall not apply to
2 Board meetings regarding the Hudson Bay Note and/or any Notice of Default of the Hudson Bay
3 Note.

4 6. This order will be in effect for 14 days and, over Plaintiff's objection, the
5 Temporary Restraining Order previously entered by this Court will be dissolved within 24 hours
6 and provided no action is taken by any of the Parties until further notice and order by this Court
7 regarding preservation of the status quo moving forward.

8 IT IS SO ORDERED.

Dated this 17th day of August, 2022



FFA 1DD 35DB 3D47
Timothy C. Williams
District Court Judge

JM

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Vinco Ventures, Inc., Plaintiff(s) | CASE NO: A-22-856404-B
7 vs. | DEPT. NO. Department 16
8 Theodore Farnsworth,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/17/2022

15 Eloisa Nunez	enunez@pnalaw.net
16 Patricia Stoppard	p.stoppard@kempjones.com
17 Nathanael Rulis	n.rulis@kempjones.com
18 Theodore Parker III	tparker@pnalaw.net
19 Mahogany Turfley	mturfley@pnalaw.net
20 Alison Lott	a.lott@kempjones.com
21 Pamela Montgomery	p.montgomery@kempjones.com
22 Mark Connot	mconnot@foxrothschild.com
23 Nicole McLeod	n.mcleod@kempjones.com
24 Doreen Loffredo	dloffredo@foxrothschild.com
25 Staci Ibarra	sibarra@pnalaw.net

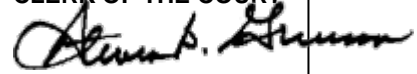
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Madison Zornes-Vela

m.zornes-vela@kempjones.com

TAB 9

TAB 9



1 **NOTC**
2 MARK J. CONNOT (10010)
3 **FOX ROTHSCHILD LLP**
4 1980 Festival Plaza Drive, Suite 700
5 Las Vegas, Nevada 89135
6 Telephone: (702) 262-6899
7 Facsimile: (702) 597-5503
8 mconnot@foxrothschild.com
9 *Attorneys for Plaintiff Vinco Ventures, Inc.*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 VINCO VENTURES, INC.,

13 Plaintiff,

14 vs.

15 THEODORE FARNSWORTH, LISA KING,
16 RODERICK VANDERBILT, and ERIK
17 NOBLE,

18 Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

NOTICE OF OBJECTION TO ORDER OF
AUGUST 17, 2022

19 Plaintiff, Vinco Ventures, Inc. hereby notices its objections to order entered on May 17,
20 2022 at 6:06 PM. A draft of the order was sent to Plaintiff at 5:33 PM by Defendants, and Plaintiff
21 understood it would have a chance to object and submit revisions and/or a competing order before
22 the proposed order sent by Defendants was entered by the Court.

23 As noted at the hearing earlier, paragraphs 1 through 4 of the order were acceptable to
24 Plaintiff, but paragraph 5 (concerning notice of Board meetings requiring unanimous agreement)
25 was not acceptable to Plaintiff. It contravenes the operating documents of the Company, namely
26 the Bylaws, which permit any two directors to notice a Board meeting and does *not* require the
27 consent of all directors to hold such a meeting. This is a matter of state law and the bylaws of the
28 Company. Shareholders elect directors who have fiduciary duties. This issue is even more
concerning given the liquidity issues the Company is facing. Unanimous agreement to hold Board

1 meetings is unworkable and will effectively prohibit the Company's ability to perform its ordinary
2 business.

3 For example, prohibiting the Board from carrying out its pre-lawsuit cost reduction plan—
4 discussed and approved by *all* directors—to reduce expenses (including approximately 30% of the
5 workforce) places the Company in financial peril. Limiting implementation of that plan will not
6 serve the Court's objective of keeping the Company healthy and viable during the pendency of this
7 action.

8 Moreover, keeping the order in place for 14 days negatively impacts the Company and the
9 best interests of the shareholders.

10 Dissolution of the TRO within 24 hours places the Company in the same chaos that existed
11 when this lawsuit was filed. The TRO rightly blocked Defendants King, Farnsworth and
12 Vanderbilt¹ from claiming, as terminated employees, that they remain employees/officers of Vinco
13 despite their at-will employment having been terminated by a majority of the Board at a meeting
14 *before* the lawsuit was filed.

15 Despite Defendants' submission which stated that Plaintiff would be submitting a
16 competing order and objections, the Order was entered before Plaintiff was permitted an
17 opportunity to submit its objections and a competing order. Plaintiff requests that the order as
18 entered be vacated and addressed in Court on August 18, 2022.

19 Dated this 17th day of August, 2022.

20 **FOX ROTHSCHILD LLP**

21
22 By: /s/ Mark J. Connot
23 MARK J. CONNOT
24 Nevada Bar No. 10010
25 1980 Festival Plaza Dr., Suite 700
26 Las Vegas, Nevada 89135
27 *Attorneys for Plaintiff Vinco Ventures, Inc.*

28

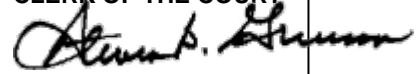
1 Defendant Noble resigned.

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/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

TAB 10

TAB 10



ERR
MARK J. CONNOT (10010)
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Facsimile: (702) 597-5503
mconnot@foxrothschild.com
Attorneys for Plaintiff Vinco Ventures, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

ERRATA TO NOTICE OF OBJECTION TO
ORDER OF AUGUST 17, 2022

Plaintiff, Vinco Ventures, Inc. hereby files its Errata to its Notice of Objection to Order of August 17, 2022. Plaintiff Vinco Ventures, Inc. notices its objections to order entered on August 17, 2022 at 6:06 PM. A draft of the order was sent to Plaintiff at 5:33 PM by Defendants, and Plaintiff understood it would have a chance to object and submit revisions and/or a competing order before the proposed order sent by Defendants was entered by the Court.

As noted at the hearing earlier, paragraphs 1 through 4 of the order were acceptable to Plaintiff, but paragraph 5 (concerning notice of Board meetings requiring unanimous agreement) was not acceptable to Plaintiff. It contravenes the operating documents of the Company, namely the Bylaws, which permit any two directors to notice a Board meeting and does *not* require the consent of all directors to hold such a meeting. This is a matter of state law and the bylaws of the Company. Shareholders elect directors who have fiduciary duties. This issue is even more concerning given the liquidity issues the Company is facing. Unanimous agreement to hold Board

1 meetings is unworkable and will effectively prohibit the Company's ability to perform its ordinary
2 business.

3 For example, prohibiting the Board from carrying out its pre-lawsuit cost reduction plan—
4 discussed and approved by *all* directors—to reduce expenses (including approximately 30% of the
5 workforce) places the Company in financial peril. Limiting implementation of that plan will not
6 serve the Court's objective of keeping the Company healthy and viable during the pendency of this
7 action.

8 Moreover, keeping the order in place for 14 days negatively impacts the Company and the
9 best interests of the shareholders.

10 Dissolution of the TRO within 24 hours places the Company in the same chaos that existed
11 when this lawsuit was filed. The TRO rightly blocked Defendants King, Farnsworth and
12 Vanderbilt¹ from claiming, as terminated employees, that they remain employees/officers of Vinco
13 despite their at-will employment having been terminated by a majority of the Board at a meeting
14 *before* the lawsuit was filed.

15 Despite Defendants' submission which stated that Plaintiff would be submitting a
16 competing order and objections, the Order was entered before Plaintiff was permitted an
17 opportunity to submit its objections and a competing order. Plaintiff requests that the order as
18 entered be vacated and addressed in Court on August 18, 2022.

19 Dated this 17th day of August, 2022.

20 **FOX ROTHSCHILD LLP**

21
22 By: /s/ Mark J. Connot

23 MARK J. CONNOT

24 Nevada Bar No. 10010

1980 Festival Plaza Dr., Suite 700

Las Vegas, Nevada 89135

25 *Attorneys for Plaintiff*

26 *Vinco Ventures, Inc.*

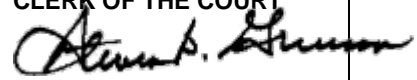
27
28 _____
¹ Defendant Noble resigned.

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/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

TAB 11

TAB 11



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Nevada Bar No. 4716
PARKER NELSON & ASSOCIATES, CHTD.
2460 Professional Court, Suite 200
Las Vegas, Nevada 89128
Telephone: (702) 868-8000
Facsimile: (702) 868-8001
Email: tparker@pnalaw.net

Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

NOTICE OF ENTRY OF ORDER: (1) DIRECTING VINCO VENTURES, INC. TO PAY ALL PAYROLL AMOUNTS DUE AND OWING ON AUGUST 19, 2022; (2) PRECLUDING VINCO VENTURES FROM TERMINATING EMPLOYEES; (3) SETTING LIMITATIONS ON EXPENDITURES; AND (4) SETTING LIMITATIONS AND CONDITIONS REGARDING VINCO VENTURES BOARD MEETINGS

///

///

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Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kjc@kemplones.com

1 TO: All parties herein; and

2 TO: Their respective counsel;

3 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an Order: (1)
4 Directing Vinco Ventures, Inc. to Pay All Payroll Amounts Due and Owing on August 19, 2022;
5 (2) Precluding Vinco Ventures from Terminating Employees; (3) Setting Limitations on
6 Expenditures; and (4) Setting Limitations and Conditions Regarding Vinco Ventures Board
7 Meetings was entered in the above-entitled matter on August 17th, 2022. A copy of said Order is
8 attached hereto.

9 Dated this 18th day of August, 2022.

11 KEMP JONES, LLP

12 /s/ Nathanael Rulis

13 Will Kemp, Esq. (#1205)

14 Nathanael R. Rulis, Esq. (#11259)

15 Madison P. Zornes-Vela, Esq. (#13626)

16 3800 Howard Hughes Parkway, 17th Floor

17 Las Vegas, Nevada 89169

18 *Attorneys for Defendants*

19 *Theodore Farnsworth & Erik Noble*

PARKER, NELSON & ASSOCIATES, CHTD.

12 /s/ Theodore Parker, III

13 THEODORE PARKER, III, ESQ.

14 Nevada Bar No. 4716

15 2460 Professional Court, Suite 200

16 Las Vegas, Nevada 89128

17 *Attorneys for Defendants*

18 *Lisa King & Roderick Vanderbilt*

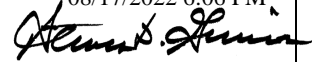
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Las Vegas, Nevada 89169
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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of August, 2022, the foregoing **NOTICE OF ENTRY OF ORDER: (1) DIRECTING VINCO VENTURES, INC. TO PAY ALL PAYROLL AMOUNTS DUE AND OWING ON AUGUST 19, 2022; (2) PRECLUDING VINCO VENTURES FROM TERMINATING EMPLOYEES; (3) SETTING LIMITATIONS ON EXPENDITURES; AND (4) SETTING LIMITATIONS AND CONDITIONS REGARDING VINCO VENTURES BOARD MEETINGS** was served on all parties by electronic submission via the court's e-filing system.

/s/ Ali Lott

An employee of Kemp Jones, LLP


CLERK OF THE COURT

Will Kemp, Esq. (#1205)
Nathanael R. Rulis, Esq. (#11259)
n.rulis@kempjones.com
Madison P. Zornes-Vela, Esq. (#13626)
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Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

ORDER: (1) DIRECTING VINCO VENTURES, INC. TO PAY ALL PAYROLL AMOUNTS DUE AND OWING ON AUGUST 19, 2022; (2) PRECLUDING VINCO VENTURES FROM TERMINATING EMPLOYEES; (3) SETTING LIMITATIONS ON EXPENDITURES; AND (4) SETTING LIMITATIONS AND CONDITIONS REGARDING VINCO VENTURES BOARD MEETINGS

On August 16 and 17, 2022, Plaintiff Vinco Ventures, Inc.'s ("Vinco Ventures") Motion for Temporary Restraining Order and Preliminary Injunction ("Motion") came on for hearing,

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with Plaintiff represented by Mark J. Connot of Fox Rothschild LLP, Defendant Theodore Farnsworth represented by Kemp Jones, LLP, and Defendants Lisa King and Roderick Vanderbilt represented by Theodore Parker, III of Parker Nelson & Associates.

Based on the representations by the parties on the record, IT IS HEREBY ORDERED:

1. Plaintiff shall make all payroll payments scheduled for August 19, 2022 for all payroll amounts for which Plaintiff is responsible, specifically including but not limited to payroll for employees in the amount of approximately \$700,000 of the following:

a. Vinco Shared Services (“VSF”) (with approximately 48 persons characterized as Vinco employees (and includes Honey Badger Media LLC employees) and 14 persons characterized as Magnifi U employees) in the amount of approximately \$425,000 (historically every two weeks) and the 27 persons characterized as AdRizer employees in the amount of approximately \$85,000 (historically every two weeks, but they are provided funds monthly, and Mind Tank LLC is a subsidiary of AdRizer and shares that payment);

2. Plaintiff shall not make expenditures in excess of \$250,000.00 per transaction, absent unanimous Board approval or order of the Court.

3. Plaintiff stipulates and agrees it will not terminate any employees of the following entities on or before Monday, August 22, 2022:

- a. Plaintiff Vinco Ventures, Inc.
- b. Mind Tank LLC
- c. AdRizer, LLC
- d. Honey Badger Media LLC
- e. Magnifi U, Inc.

4. Plaintiff shall pay ZVV \$710,000.00 for payroll on or before August 18, 2022 and it will be treated as an advance on the loan.

5. Plaintiff shall not hold any Board of Director meetings without 48 hours’ notice and an agenda must accompany the notice, absent unanimous agreement of the parties, which agreement will not be unreasonably withheld in the event of emergency, or order of the Court.

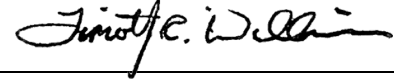
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kjc@kempjones.com

1 The parties stipulate and agree religious holidays will be accommodated. This shall not apply to
2 Board meetings regarding the Hudson Bay Note and/or any Notice of Default of the Hudson Bay
3 Note.

4 6. This order will be in effect for 14 days and, over Plaintiff's objection, the
5 Temporary Restraining Order previously entered by this Court will be dissolved within 24 hours
6 and provided no action is taken by any of the Parties until further notice and order by this Court
7 regarding preservation of the status quo moving forward.

8 IT IS SO ORDERED.

Dated this 17th day of August, 2022



FFA 1DD 35DB 3D47
Timothy C. Williams
District Court Judge

JM

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Vinco Ventures, Inc., Plaintiff(s) | CASE NO: A-22-856404-B
7 vs. | DEPT. NO. Department 16
8 Theodore Farnsworth,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/17/2022

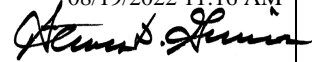
15 Eloisa Nunez	enunez@pnalaw.net
16 Patricia Stoppard	p.stoppard@kempjones.com
17 Nathanael Rulis	n.rulis@kempjones.com
18 Theodore Parker III	tparker@pnalaw.net
19 Mahogany Turfley	mturfley@pnalaw.net
20 Alison Lott	a.lott@kempjones.com
21 Pamela Montgomery	p.montgomery@kempjones.com
22 Mark Connot	mconnot@foxrothschild.com
23 Nicole McLeod	n.mcleod@kempjones.com
24 Doreen Loffredo	dloffredo@foxrothschild.com
25 Staci Ibarra	sibarra@pnalaw.net

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Madison Zornes-Vela m.zornes-vela@kempjones.com

TAB 12

TAB 12


CLERK OF THE COURT

Will Kemp, Esq. (#1205)
Nathanael R. Rulis, Esq. (#11259)
n.rulis@kempjones.com
Madison P. Zornes-Vela, Esq. (#13626)
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T: (702) 385-6000
F: (702) 385-6001
Attorneys for Defendants
Theodore Farnsworth & Erik Noble

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

**FURTHER ORDER OF THE COURT
REGARDING TEMPORARY
RESTRAINING ORDER AND
PRESERVATION OF STATUS QUO FOR
VINCO VENTURES, INC.**

On August 16, 17 and 18, 2022, the Court held hearings on Plaintiff Vinco Ventures, Inc.'s ("Vinco Ventures") Motion for Temporary Restraining Order and Preliminary Injunction ("Motion") and Defendants' Motion for *Ex Parte* Temporary Restraining Order and Preliminary Injunction on Order Shortening Time, with Plaintiff represented by Mark J. Connot, Esq. and Rex D. Garner, Esq. of Fox Rothschild LLP, Defendants Theodore Farnsworth and Erik Noble represented by Will Kemp, Esq. and Nathanael R. Rulis, Esq. of Kemp Jones, LLP, and Defendants Lisa King and Roderick Vanderbilt represented by Theodore Parker, III, Esq. of Parker Nelson & Associates.

The Court having reviewed the pleadings, heard the arguments of counsel made at the hearing, and with both parties agreeing that the status quo for Vinco Ventures should be preserved but disagreeing as to the manner in which that occurs, the Court hereby ORDERS as follows:

FACTUAL RECITALS

On or about August 17, 2022, Plaintiff disclosed that an emergency had just arisen as a result of a lender to Vinco Ventures—Hudson Bay—declaring the loan to be in default status. Plaintiff stated that if this emergency was not resolved, Vinco Ventures would be in serious financial jeopardy. Plaintiff and Defendants worked together and, on August 18, 2022 were able to resolve the Hudson Bay default.

Following the successful resolution of the Hudson Bay potential default, on August 18, 2022, Plaintiff indicated that John Colucci could not be present at Court because of “a grave family emergency for which he needs to direct his attention immediately.”

The Parties disagree regarding the propriety of certain Board Meetings wherein persons were either selected or removed as Chief Executive Officer (“CEO”). Plaintiff contends that John Colucci has been selected as CEO and Defendants contend that Lisa King, Ted Farnsworth or both are the duly-elected CEOs.

LEGAL AUTHORITY

Injunctive relief to preserve the status quo is normally available when the Court finds that the parties’ conduct, if allowed to continue, will result in irreparable harm. *See, e.g., No. 1 Rent-a-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780–81, 587 P.2d 1329, 1330 (1978); *see also Dangberg Holdings Nev., L.L.C. v. Douglas County*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999); *Clark Cty. Sch. Dist. v. Buchanan*, 112 Nev. 1146, 1150, 924 P.2d 716, 719 (1996). Under Nevada law, destruction of a company’s financial stability is considered irreparable harm for purposes of ordering injunctive relief. *See State, Dep’t of Bus. & Indus., Fin. Institutions Div. v. Nevada Ass’n Servs., Inc.*, 128 Nev. Adv. Op. 34, 294 P.3d 1223, 1228 (2012).

Courts have inherent power to provide themselves with appropriate instruments required for the performance of their judicial duties. *Ex Parte Peterson*, 253 U.S. 300, 312, 40 S.Ct. 543, 64 L.Ed. 919 (1920). This power includes authority to appoint persons unconnected with the court to aid judges in the performance of specific judicial duties (e.g., a receiver), as they may arise in the progress of a cause. *Id.*; *see also Chen v. Stewart*, 2004 UT 82, ¶¶ 50-51, 100 P.3d 1177, 1190, *abrogated on other grounds by State v. Nielsen*, 2014 UT 10, ¶¶ 50-51, 326 P.3d 645

(equitable power to appoint receiver); *VTB Bank v. Navitron Projects Corp.*, No. CIV.A. 8514-VCN, 2014 WL 1691250, at *5 (Del. Ch. Apr. 28, 2014) (“This Court has the inherent equitable power to appoint a receiver [or custodian] for a Delaware limited liability company even where this remedy is not expressly available by statute or under the operative company agreement.”); *Afremov v. Amplatz*, No. A04-952, 2005 WL 89475, at *2 (Minn. Ct. App. Jan. 18, 2005) (Court appointing interim CEO).

ORDER

Having authority under the above-referenced authorities, NRS 78.010 et seq.; NRS 32.010 et seq.; NRS 33.010 et seq.; NRCP 65 and general equitable principles, THE COURT HEREBY ORDERS AS FOLLOWS:

1. The Court recognizes both John Colucci and Lisa King as co-CEOs of Vinco Ventures pending further order of the Court;

2. Given the potential for disagreement between co-CEOs John Colucci and Lisa King and the emergencies that have already occurred (e.g., the Hudson Bay potential default), the Court believes it is in the best interest of Vinco Ventures to have an interim, neutral, and independent third co-CEO. The Court hereby appoints an interim, neutral, and independent party—former Secretary of State of Nevada, Ross Miller, Esq.—to serve as a third co-CEO of Vinco Ventures pending further order of the Court;

3. The three co-CEOs for Vinco Ventures are to equally share responsibilities and decision-making authority;

4. The Court admonishes all co-CEOs to make a good faith effort to work together in the best interests of Vinco Ventures;

5. The Board and Plaintiff’s executives shall take all reasonable steps necessary to ensure Vinco Venture’s ongoing business operations.

6. This Order shall remain in place for thirty (30) days or until this Court issues an order on Plaintiff’s Motion for Preliminary Injunction and Defendants’ Motion for Preliminary Injunction.

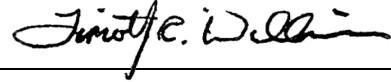
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kjc@kempjones.com

7. Defendants are to post a bond in the amount of Five Thousand Dollars (\$5,000.00).

IT IS SO ORDERED.

Dated this 19th day of August, 2022



JM

90A DCE 2761 6AAC
Timothy C. Williams
District Court Judge

Respectfully submitted by:

KEMP JONES, LLP

/s/ Nathanael Rulis

Will Kemp, Esq. (#1205)

Nathanael R. Rulis, Esq. (#11259)

Madison P. Zornes-Vela, Esq. (#13626)

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, Nevada 89169

Attorneys for Defendants

Theodore Farnsworth & Erik Noble

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Vinco Ventures, Inc., Plaintiff(s) | CASE NO: A-22-856404-B
7 vs. | DEPT. NO. Department 16
8 Theodore Farnsworth,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
14 recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 8/19/2022

16 Eloisa Nunez	enunez@pnalaw.net
17 Patricia Stoppard	p.stoppard@kempjones.com
18 Nathanael Rulis	n.rulis@kempjones.com
19 Theodore Parker III	tparker@pnalaw.net
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1 Madison Zornes-Vela

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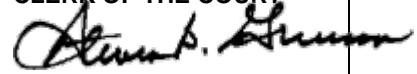
2
3 If indicated below, a copy of the above mentioned filings were also served by mail
4 via United States Postal Service, postage prepaid, to the parties listed below at their last
5 known addresses on 8/22/2022

6 William Kemp

3800 Howard Hughes Pkwy.
17th Floor
Las Vegas, NV, 89109

TAB 13

TAB 13



Will Kemp, Esq. (#1205)
Nathanael R. Rulis, Esq. (#11259)
n.rulis@kempjones.com
Madison P. Zornes-Vela, Esq. (#13626)
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Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B

DEPT. NO.: 16

**NOTICE OF ENTRY OF FURTHER
ORDER OF THE COURT REGARDING
TEMPORARY RESTRAINING ORDER
AND PRESERVATION OF STATUS QUO
FOR VINCO VENTURES, INC.**

TO: All parties herein; and

TO: Their respective counsel;

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a Further Order of
the Court Regarding Temporary Restraining Order and Preservation of Status Quo for Vinco

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///

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kjc@kemplaw.com

Ventures, Inc. was entered in the above-entitled matter on August 19th, 2022. A copy of said Order is attached hereto.

Dated this 19th day of August, 2022.

KEMP JONES, LLP

/s/ Nathanael Rulis

Will Kemp, Esq. (#1205)

Nathanael R. Rulis, Esq. (#11259)

Madison P. Zornes-Vela, Esq. (#13626)

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, Nevada 89169

Attorneys for Defendants

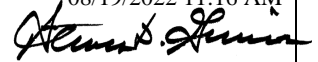
Theodore Farnsworth & Erik Noble

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of August, 2022, the foregoing **NOTICE OF ENTRY OF FURTHER ORDER OF THE COURT REGARDING TEMPORARY RESTRAINING ORDER AND PRESERVATION OF STATUS QUO FOR VINCO VENTURES, INC.** was served on all parties by electronic submission via the court's e-filing system.

/s/ Ali Lott

An employee of Kemp Jones, LLP


CLERK OF THE COURT

Will Kemp, Esq. (#1205)
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Attorneys for Defendants
Theodore Farnsworth & Erik Noble

DISTRICT COURT

CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA
KING, RODERICK VANDERBILT, and
ERIK NOBLE,

Defendants.

CASE NO.: A-22-856404-B
DEPT. NO.: 16

**FURTHER ORDER OF THE COURT
REGARDING TEMPORARY
RESTRAINING ORDER AND
PRESERVATION OF STATUS QUO FOR
VINCO VENTURES, INC.**

On August 16, 17 and 18, 2022, the Court held hearings on Plaintiff Vinco Ventures, Inc.'s ("Vinco Ventures") Motion for Temporary Restraining Order and Preliminary Injunction ("Motion") and Defendants' Motion for *Ex Parte* Temporary Restraining Order and Preliminary Injunction on Order Shortening Time, with Plaintiff represented by Mark J. Connot, Esq. and Rex D. Garner, Esq. of Fox Rothschild LLP, Defendants Theodore Farnsworth and Erik Noble represented by Will Kemp, Esq. and Nathanael R. Rulis, Esq. of Kemp Jones, LLP, and Defendants Lisa King and Roderick Vanderbilt represented by Theodore Parker, III, Esq. of Parker Nelson & Associates.

The Court having reviewed the pleadings, heard the arguments of counsel made at the hearing, and with both parties agreeing that the status quo for Vinco Ventures should be preserved but disagreeing as to the manner in which that occurs, the Court hereby ORDERS as follows:

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kjc@kempjones.com

FACTUAL RECITALS

On or about August 17, 2022, Plaintiff disclosed that an emergency had just arisen as a result of a lender to Vinco Ventures—Hudson Bay—declaring the loan to be in default status. Plaintiff stated that if this emergency was not resolved, Vinco Ventures would be in serious financial jeopardy. Plaintiff and Defendants worked together and, on August 18, 2022 were able to resolve the Hudson Bay default.

Following the successful resolution of the Hudson Bay potential default, on August 18, 2022, Plaintiff indicated that John Colucci could not be present at Court because of “a grave family emergency for which he needs to direct his attention immediately.”

The Parties disagree regarding the propriety of certain Board Meetings wherein persons were either selected or removed as Chief Executive Officer (“CEO”). Plaintiff contends that John Colucci has been selected as CEO and Defendants contend that Lisa King, Ted Farnsworth or both are the duly-elected CEOs.

LEGAL AUTHORITY

Injunctive relief to preserve the status quo is normally available when the Court finds that the parties’ conduct, if allowed to continue, will result in irreparable harm. *See, e.g., No. 1 Rent-a-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780–81, 587 P.2d 1329, 1330 (1978); *see also Dangberg Holdings Nev., L.L.C. v. Douglas County*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999); *Clark Cty. Sch. Dist. v. Buchanan*, 112 Nev. 1146, 1150, 924 P.2d 716, 719 (1996). Under Nevada law, destruction of a company’s financial stability is considered irreparable harm for purposes of ordering injunctive relief. *See State, Dep’t of Bus. & Indus., Fin. Institutions Div. v. Nevada Ass’n Servs., Inc.*, 128 Nev. Adv. Op. 34, 294 P.3d 1223, 1228 (2012).

Courts have inherent power to provide themselves with appropriate instruments required for the performance of their judicial duties. *Ex Parte Peterson*, 253 U.S. 300, 312, 40 S.Ct. 543, 64 L.Ed. 919 (1920). This power includes authority to appoint persons unconnected with the court to aid judges in the performance of specific judicial duties (e.g., a receiver), as they may arise in the progress of a cause. *Id.*; *see also Chen v. Stewart*, 2004 UT 82, ¶¶ 50-51, 100 P.3d 1177, 1190, *abrogated on other grounds by State v. Nielsen*, 2014 UT 10, ¶¶ 50-51, 326 P.3d 645

(equitable power to appoint receiver); *VTB Bank v. Navitron Projects Corp.*, No. CIV.A. 8514-VCN, 2014 WL 1691250, at *5 (Del. Ch. Apr. 28, 2014) (“This Court has the inherent equitable power to appoint a receiver [or custodian] for a Delaware limited liability company even where this remedy is not expressly available by statute or under the operative company agreement.”); *Afremov v. Amplatz*, No. A04-952, 2005 WL 89475, at *2 (Minn. Ct. App. Jan. 18, 2005) (Court appointing interim CEO).

ORDER

Having authority under the above-referenced authorities, NRS 78.010 et seq.; NRS 32.010 et seq.; NRS 33.010 et seq.; NRCP 65 and general equitable principles, THE COURT HEREBY ORDERS AS FOLLOWS:

1. The Court recognizes both John Colucci and Lisa King as co-CEOs of Vinco Ventures pending further order of the Court;

2. Given the potential for disagreement between co-CEOs John Colucci and Lisa King and the emergencies that have already occurred (e.g., the Hudson Bay potential default), the Court believes it is in the best interest of Vinco Ventures to have an interim, neutral, and independent third co-CEO. The Court hereby appoints an interim, neutral, and independent party—former Secretary of State of Nevada, Ross Miller, Esq.—to serve as a third co-CEO of Vinco Ventures pending further order of the Court;

3. The three co-CEOs for Vinco Ventures are to equally share responsibilities and decision-making authority;

4. The Court admonishes all co-CEOs to make a good faith effort to work together in the best interests of Vinco Ventures;

5. The Board and Plaintiff’s executives shall take all reasonable steps necessary to ensure Vinco Venture’s ongoing business operations.

6. This Order shall remain in place for thirty (30) days or until this Court issues an order on Plaintiff’s Motion for Preliminary Injunction and Defendants’ Motion for Preliminary Injunction.

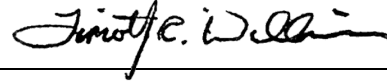
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7. Defendants are to post a bond in the amount of Five Thousand Dollars (\$5,000.00).

IT IS SO ORDERED.

Dated this 19th day of August, 2022



JM

90A DCE 2761 6AAC
Timothy C. Williams
District Court Judge

Respectfully submitted by:

KEMP JONES, LLP

/s/ Nathanael Rulis

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Vinco Ventures, Inc., Plaintiff(s) | CASE NO: A-22-856404-B
7 vs. | DEPT. NO. Department 16
8 Theodore Farnsworth,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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14 Service Date: 8/19/2022

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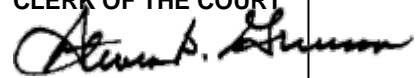
2
3 If indicated below, a copy of the above mentioned filings were also served by mail
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5 known addresses on 8/22/2022

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TAB 14

TAB 14



NOTC
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DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, LISA KING,
RODERICK VANDERBILT, and ERIK
NOBLE,

Defendants.

Case No.: A-22-856404-B

Dept. No.: 16

NOTICE OF OBJECTION TO ORDER OF
AUGUST 19, 2022

Plaintiff, Vinco Ventures, Inc. (the "Company") hereby notices its objections to the order entered on May 19, 2022, specifically to that part of the order appointing an interim third co-CEO, Ross Miller, for the reasons stated at the hearing on August 18, 2022. By way of example and not limitation, Mr. Miller has not been vetted by the usual process the Company uses before electing/hiring high-level officers. Although the Company will endeavor to abide by the Court's order and admonition to work together in good faith toward the best interests of the Company, the Company reserves all rights as to the interim order, including the right to request the Court to replace the third, independent co-CEO, and to seek the Court's guidance and intervention if the

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1 three co-CEOs cannot in good faith come to agreement on important Company decisions.

2 Respectfully submitted this 19th day of August, 2022.

3 **FOX ROTHSCHILD LLP**

4
5 By: /s/ Mark J. Connot

6 MARK J. CONNOT

7 Nevada Bar No. 10010

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9 Nevada Bar No. 9401

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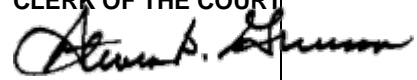
12 *Attorneys for Plaintiff Vinco Ventures, Inc.*

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/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

TAB 15

TAB 15



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, et
al,

Defendants.

CASE#: A-22-856404-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT
JUDGE

TUESDAY, AUGUST 16, 2022

RECORDER'S TRANSCRIPT OF HEARING
PLAINTIFF VINCO VENTURES INC.'S EMERGENCY MOTION FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION

APPEARANCES:

For the Plaintiff:

MARK CONNOT, ESQ.

For the Defendant:
(Theodore Farnsworth)

WILLIAM S. KEMP, ESQ.
NATHANIEL R. RULIS, ESQ.
MADISON ZORNES-VELA,
ESQ.

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APPEARANCES (continued):

For the Defendant: (Lisa King and Roderick Vanderbilt)	THEODORE PARKER, III, ESQ
Also Appearing:	ADELE HOGAN, ESQ. LISA KING THEODORE FARNSWORTH RODERICK VANDERBILT ERIK NOBLE [BlueJeans]

RECORDED BY: MARIA GARIBAY, COURT RECORDER

1 Las Vegas, Nevada, Tuesday, August 16, 2022

2
3 [Case called at 12:00 p.m.]

4 THE COURT RECORDER: We're on the record.

5 THE COURT: All right, thank you, ma'am.

6 All right, let's go ahead and set forth our appearances for the
7 record.

8 MR. CONNOT: Good morning, for the few minutes we have
9 left this morning, Your Honor, Mark Connot appearing on behalf of Vinco
10 Ventures.

11 Also present is John Colucci, the interim CEO and Adele
12 Hogan, who we're in the process of submitting a pro hac, but she's an
13 attorney as well, but not pro hac'd in yet.

14 THE COURT: And good morning.

15 MR. KEMP: Your Honor, Will Kemp from the Kemp Jones
16 appearing on behalf of Mr. Farnsworth.

17 THE COURT: All right.

18 MR. PARKER: Good morning, Your Honor, Theodore Parker
19 on behalf of Lisa King and Rod Vanderbilt.

20 MR. RULIS: Good morning, Your Honor, Nate Rulis from
21 Kemp Jones on behalf of Mr. Farnsworth.

22 MS. ZORNES-VELA: Good morning, Your Honor, Madison
23 Zornes-Vela on behalf of Mr. Farnsworth and Mr. Noble.

24 THE COURT: All right.

25 MR. PARKER: Your Honor, I would be remiss if I didn't inform

1 the Court that we actually have Mr. Vanderbilt here. Far right, Ms. King
2 who just stood up next to him. And on behalf of Will, we also have Ted
3 Farnsworth as well.

4 THE COURT: All right, and I guess before we started, I do
5 know this. We got a reply late -- I mean, I'm sorry an Opposition late
6 yesterday.

7 What impact does that have on the Plaintiff as far as their
8 motion's concerned? Do they want to file a reply or what? I mean,
9 I -- again, I don't mind saying this, there were a lot of factual issues
10 being raised, right?

11 For example, one of the issues I was thinking about and it's
12 my understanding it was alleged that a similar motion was filed in --

13 MR. CONNOT: New York.

14 THE COURT: -- in New York. New York State Court. What
15 impact does that have? And I did take a look. I realized this is a
16 Nevada corporation, right, from what I can gather and so, on.

17 I mean, those are things I thought about, but just as important,
18 there are a lot of facts here.

19 And I don't mind telling you because I thought about this even
20 before I stepped on the bench today. I was thinking and you can correct
21 me if I'm wrong or not, there's a probability that we should probably have
22 a separate session for this. Does that make sense? Just by yourself.

23 MR. CONNOT: That makes sense, Your Honor. I think it's --

24 THE COURT: And I'm not -- I'm not talking about kicking the
25 can down the road because --

1 MR. CONNOT: No, that's --

2 THE COURT: -- somebody gave me a date.

3 THE CLERK: I can find one, Judge.

4 THE COURT: No, no, didn't they say next Wednesday?

5 MR. CONNOT: The 23rd, there is currently a shareholder
6 meeting scheduled for next Tuesday.

7 THE COURT: And when is that?

8 MR. CONNOT: That's next Tuesday.

9 THE COURT: Is that next Tuesday?

10 MR. CONNOT: Yes.

11 THE COURT: Okay.

12 MR. CONNOT: A week from today, Your Honor. And my
13 understanding is and Ms. Hogan can correct me if I'm wrong, but the
14 maximum that could be extended to I believe is the 30th of August. Yes,
15 it could be because of statutory requirements, they could extend that to
16 August 30th at the latest.

17 One of the -- and I don't -- I'm not intending to get into the
18 merits or argue, but to give the Court the context and solely for the
19 context. I mean, because it's a publicly traded company, there are
20 some, you know, significant issues out there with --

21 THE COURT: No, I understand.

22 MR. CONNOT: NASDAQ.

23 THE COURT: Yeah.

24 MR. CONNOT: And all those sorts of things, too, that also
25 have a sense of urgency as well, Your Honor.

1 THE COURT: And this was -- I don't mind telling you this
2 because I talked to my Judicial Executive Assistant before entering the
3 bench this morning. And I was thinking Wednesday afternoon of next
4 week.

5 MR. KEMP: Judge, the only issue I would have with that is
6 payroll is to be made this Friday. We have been informed and believe
7 that that they do not intend to pay approximately 80 percent of the
8 workforce, that they're going to discharge them.

9 And I think that would disrupt the status quo completely. And
10 so, if counsel would represent that the payroll is going to be made until such
11 time as we can move forward, I don't have a problem.

12 But if he's going to continue with his plan to fire 80 percent of
13 the workforce. And just elaborate a bit, we bought one company for 125
14 million on February 21st. We bought another one for 38 million on
15 February 22nd cash, cash sales.

16 And they're going to fire all the employees of these companies
17 that we just purchased? I -- you know, I would think that the status quo
18 would require that at a minimum, we do something to preserve these
19 employees' jobs so that when we come back here next week, there's
20 nothing left to argue about.

21 MR. CONNOT: Part of the challenge there, Your Honor, is
22 there is a -- reduction in force, a RIF plan, A.

23 B, yesterday, the company received because of the issues we
24 had with being unable to do the SEC filings, the NASDAQ de-listing and
25 the like, which fortunately just today finally got done after seven trading

1 days of being suspended from NASDAQ, we believe, you know, due to
2 the Defendant's conduct, but that -- short of that is there are significant
3 issues out there.

4 And yesterday, we received a notice of default from the really
5 only creditor out there, calling a \$80 million note that they can sweep the
6 account also with a -- they served interventive default with a \$16 million
7 dollar penalty.

8 There's \$96 million at stake. And if they proceed with that,
9 they're going to sweep \$80 million out of our bank account. You know,
10 they don't even need judicial enforcement to accomplish that.

11 So I think that that's a significant issue that's out there. I
12 mean, certainly willing to have some sort of discussion about some of
13 this, but I think -- and if we're going to preserve status quo, I think we
14 also have to have, you know, Defendants comply with the existing TRO,
15 which you know, which we set forth in the separate motion of the
16 emergency motion that was submitted yesterday.

17 So I think there are some issues there that, you know, and
18 there's a timing perspective, you know, with being able to access certain
19 things and the compliance with the existing TRO order.

20 MR. KEMP: Judge, he hasn't said a word about whether he's
21 going to fire all these employees on Friday or not. And so, we pay -- and
22 I would preface this by saying that before these companies were
23 purchased, they got fairness opinions on each one of them that indicated
24 that they're worth more than what they were paid for.

25 So we're going to allow this person who's been involved with

1 the company for eight weeks to basically gut the entire company by firing
2 these people?

3 I'm informed that the payroll's approximately 700,000 for each
4 two-week pay period. And I would submit that at a minimum, we should
5 have an order that they fund the payroll and that, you know, Your Honor,
6 these are the most valuable assets we have. These are the key
7 employees for the companies that we pay this kind of money for.

8 And we're informed that the bank is requesting that the -- all
9 five directors sign off on any kind of authorization for expenditures from
10 the bank.

11 And of course, we can't do that because they went and got a
12 restraining order without notice, which is, you know, in and of itself was
13 improper given that we already had the New York hearing and they
14 knew exactly who the counsel were, the -- easy to contact people.

15 The [indiscernible], we can't do anything as the independent.
16 We can't do anything as directors to help this situation because we're
17 presently restrained.

18 Because as soon as we try to help the situation, they're going
19 to come in and what they've done file a motion for contempt of court.

20 So my concern, as I've already indicated, that these
21 employees should be paid on Friday. And today's Tuesday. It's -- and
22 these employees are in multiple different states, Your Honor. It's
23 not -- it's not --

24 THE COURT: No, I get it. We have employees in multiple
25 states. We might have 150-plus listening by BlueJeans.

1 MR. KEMP: I think you have more than that, Your Honor,
2 because I've been informed that someone's put this on Twitter. And
3 there's a Twitter livestream now. And so, you probably have thousands
4 watching this.

5 THE COURT: Right.

6 MR. KEMP: This is very prominent public company, Your
7 Honor.

8 THE COURT: And here's my point. We're asking for a lot of
9 relief and it's like a rush to an ultimate decision. And then I have a -- I
10 have an ongoing concern and there's a lot of competing interests.

11 What I don't mind what really prompted me, I remember
12 reading, reviewing it last night, and why did the New York Court deny the
13 TRO?

14 MR. PARKER: Your Honor, can I address that quickly? I'm
15 surprised that Mr. Connot started his argument by saying he was not
16 going to argue the merits and then he dove right into it, but I will suggest
17 to the Court --

18 THE COURT: I mean, that was a big --

19 MR. PARKER: I agree, Your Honor.

20 THE COURT: That was a big, red flag. I mean, with get -- I
21 mean, you know, from a procedural posture, I mean, I don't know much
22 about New York. And I don't know if they follow Rule 65 like we do. I'm
23 not familiar with their rules.

24 MR. PARKER: Okay.

25 THE COURT: And they might do things slightly differently.

1 And do they grant a TROs like we do here ex parte? I mean, I don't
2 know.

3 MR. PARKER: Let me address that quickly, Your Honor,
4 because this is something that I've heard you say to many litigators,
5 many practitioners. You often referred us back to the Rules of
6 Professional Conduct.

7 THE COURT: Right.

8 MR. PARKER: Rule 3.3 Nevada Rules of Professional
9 Conduct says candor towards the tribunal. You're familiar with it.

10 3.3(d) says in an ex parte proceeding, a lawyer shall inform
11 the tribunal of all material facts known to the lawyer that will enable the
12 tribunal to make an informed decision.

13 I cannot see for the life of me why Mr. Connot, Mr. Colucci, or
14 whomever they were working with would not inform this Court when it
15 presented this motion, the TRO, of the decision of the New York
16 Supreme Court and in particular page 2, Your Honor. If you were to look
17 at Exhibit 5 of our Opposition, Your Honor, which is the last document to
18 be attached.

19 THE COURT: Just pull it up.

20 MR. PARKER: Very last couple pages of the Opposition. And
21 what it should say Exhibit E and it's Exhibit E to the motion.

22 THE COURT: Right.

23 MR. PARKER: And the second to last page, page 3, 3 of 4, is
24 the order that Mr. Colucci and his New York attorney wanted the judge
25 to sign.

1 And you can see that every item here, the items that they
2 asked this very Court to enforce were struck by the New York Supreme
3 Court justice.

4 And then, you turn around after being denied attempting to
5 forum shop and he asked Your Honor to grant a TRO without providing
6 you with that information.

7 Certainly, this is something that that court should have
8 provided you in accordance with Nevada Rule of Professional Conduct
9 3.3(d) because Your Honor, as well as every other judge in this 8th
10 Judicial District Court depends on lawyers actually complying with our
11 rules of ethical conduct or professional conduct.

12 The other thing I would point out, Your Honor, under 3.34 of
13 the Nevada Rules of Professional Conduct is fairness to the other side
14 or to opposing counsel or party.

15 There are items that we mentioned in our brief that we don't
16 have because they have not provided them. For example, the minutes
17 of certain meetings that we referenced, meetings that were done without
18 the appropriate notice -- notification without the participation of Mr. Rod
19 Vanderbilt as the Chair of the Board or Ms. Lisa King.

20 And so, they have secured a TRO that they should not have in
21 violation of our Nevada rules and this TRO shouldn't stand.

22 Your Honor has been gracious enough to extend an
23 opportunity for the Plaintiffs to file some form of reply, but they're not
24 entitled to file a reply under these circumstances.

25 We put together after not receiving notice an Opposition which

1 took a tremendous amount of effort and time not only by our two law
2 firms, but also by our clients just to get to where we are.

3 And now we find that they duped this Court. They've done so
4 at the detriment potentially now of 80 percent of the workforce for Vinco
5 Ventures.

6 They're doing it to the detriment financially of the -- not only
7 the employees, but of course, Vinco Ventures itself and to those who
8 worked so hard to put it together.

9 They don't deserve any additional time, but what I think
10 we -- the Court should do if I were to be somewhat presumptuous, if we
11 could have a hearing tomorrow, Thursday, something to make sure that
12 we can pay these employees, these loyal employees, especially given
13 the fact that Mr. Colucci's already filed -- fired the chief Human
14 Resources person.

15 Mr. Noble, our chief security officer's been fired. All in
16 retaliation because we're simply trying to get Mr. Colucci properly vetted
17 in accordance with NASDAQ requirements.

18 This can't be -- this TRO can't be allowed to main -- be --
19 continue in force. And we ask the Court for the as soon as possible date
20 to really get into the merits of our relative positions.

21 MR. CONNOT: Your Honor, if I may address these. In
22 particular, the attacks on the ethics. We advised the Court of what the
23 situation is.

24 The Defendants now are complaining that we came to Nevada
25 when what they did in New York and when they say all of this work, a lot

1 of this stuff is a repeat of what they filed in New York. Okay, so they
2 filed that three weeks ago.

3 The Court didn't deny it. The Court set it for an order to show
4 cause hearing.

5 But what they don't tell the Court, what's not being told the
6 Court here today is a position they took in that New York litigation and
7 their Opposition.

8 Their Opposition stated that Nevada had exclusive jurisdiction
9 according to the articles of organization of this company.

10 And that's what the articles do provide. That's what we
11 provided. We advised the Court in our papers that there was a New
12 York proceeding that they had raised this issue and because Nevada
13 had exclusive jurisdiction under the corporate doctrines --

14 THE COURT: No, no, no, I understand that.

15 MR. CONNOT: That we had --

16 THE COURT: There's a lot of issues going on here.

17 MR. CONNOT: So I mean, it's -- but I mean, to sit here and
18 impugn the ethics of this --

19 THE COURT: You know what?

20 MR. CONNOT: -- seems like definitely a bridge too far.

21 THE COURT: And sir, you have to understand this one thing.
22 When it comes to lawyers and arguing and things like that, I kind of
23 listen, but then I get -- I know, that doesn't bother me, sir. It had no
24 impact on me.

25 MR. CONNOT: It's the advocacy in me, Your Honor.

1 THE COURT: I understand, but I'm looking at this from a
2 problem solving perspective, because we need to get this resolved one
3 way or another ASAP.

4 MR. CONNOT: Yes, I agree.

5 THE COURT: You know, but this is important, too.

6 MR. CONNOT: Right.

7 THE COURT: I try not to fly by the seat of my pants.

8 MR. CONNOT: Uh-huh.

9 THE COURT: I never have. You ask any lawyer that's been
10 involved in cases involving complex litigation, that's one thing I don't do.
11 And because I try to make sure the best -- to the best of my abilities. I
12 understand what the appropriate facts will be and also what the law is.
13 And there's a lot of facts being thrown at me.

14 However, and this is what I've told and maybe this will help.
15 They're telling me that I have tomorrow afternoon, Thursday afternoon,
16 and Friday afternoon. I know [indiscernible]. Can't do it. Is there -- the
17 settlement conference is on?

18 THE CLERK: Is not.

19 THE COURT: Okay, so we have all day Friday.

20 THE CLERK: We do.

21 THE COURT: And all day Friday. How's that?

22 UNIDENTIFIED SPEAKER: Tomorrow, right?

23 MR. KEMP: Judge, I'd rather do tomorrow just because of the
24 employee problem. You know, and I still don't hear counsel say he's
25 going to pay these people on Friday, which is --

1 MR. CONNOT: We can get into that discussion, Your Honor.
2 There's -- there are --

3 THE COURT: How about this? I make it real easy.
4 Tomorrow and Thursday afternoon? That's --

5 MR. KEMP: That's fine, Your Honor. What time is good for
6 you, then?

7 THE COURT: We're talking 1:30.

8 MR. KEMP: That's fine.

9 THE COURT: We have the rest 5:00 and we come back the
10 following day.

11 MR. CONNOT: So 1:30 both Wednesday and Thursday?

12 THE COURT: Yes, sir.

13 MR. CONNOT: Okay.

14 MR. KEMP: As far as the TRO, their TRO is dissolved?

15 MR. CONNOT: No, no. You got --

16 MR. KEMP: Why should your TRO be in effect?

17 MR. CONNOT: Well --

18 MR. KEMP: You didn't give us a notice.

19 MR. CONNOT: Well, no, because they haven't even complied
20 with the order that you entered, Judge. I mean, we don't get to thumb
21 your noses and order, come in here with contumacious behavior. I
22 mean, it's rewarding bad behavior.

23 THE COURT: Yeah.

24 MR. CONNOT: And two more days is not going to make a
25 difference.

1 THE COURT: Tell me -- well, that's -- what difference does
2 two days make, okay?

3 MR. CONNOT: And we've had --

4 THE COURT: And what about the -- and what about on the
5 flip side, what about their greater concern is payment of the employees.
6 Is that at issue?

7 MR. CONNOT: We -- I think we can have that discussion.
8 There may be -- there may be --

9 MR. KEMP: Judge --

10 MR. CONNOT: There may be issues we can resolve.

11 THE COURT: How about this?

12 MR. KEMP: Here's the issue, Your Honor.

13 MR. CONNOT: But --

14 MR. KEMP: The bank --

15 THE MARSHAL: One at a time, counsel, please.

16 MR. CONNOT: It's --

17 THE COURT: This is what I'm going to do, guys.

18 MR. CONNOT: It's Friday.

19 THE COURT: I can only --

20 MR. CONNOT: We're coming back tomorrow, we're coming
21 back Thursday.

22 THE COURT: Mr. Kemp, what would happen over the next 24
23 hours to the detriment --

24 MR. KEMP: Your Honor, the problem is you -- this is a Friday
25 payroll. It's not a week from Friday. It's this Friday --

1 THE COURT: Right.

2 MR. KEMP: -- in multiple states. So as I understand it, the
3 money's in a bank in Oklahoma. That bank will not release the money
4 unless they get a signature from five different directors, two of which
5 they restrained, so they can't sign it.

6 So all we're asking is that they at least be allowed to execute
7 a document authorizing the transfer of \$700,000 from the bank account
8 which I believe that 60 million plus in it.

9 And there's bank account I believe with \$80 million that all
10 we're trying to do is authorize a \$700,000 transfer to pay these
11 employees on Friday.

12 MR. CONNOT: 24 hours is not going to make a difference,
13 Your Honor.

14 MR. KEMP: Your Honor, it is going to --

15 THE COURT: But my question is --

16 MR. CONNOT: It's -- today's Tuesday.

17 THE COURT: -- wouldn't they -- but wouldn't they be required
18 to pay their employees anyway?

19 MR. KEMP: They're going to default, Your Honor. They want
20 to fire these people. They've announced a reduction in force. They're
21 going to try to fire these people.

22 MR. CONNOT: Well, and that's where part of the dispute
23 comes up.

24 MR. KEMP: And then they're going to back and blame us.

25 MR. CONNOT: That's where part of the dispute comes in.

1 They don't want to have situation where some of the required payments
2 under certain state laws are paid for them on the RIF.

3 It's not just about paying the employees. They don't like the
4 reduction in force plan, which by the way, has been approved by the
5 directors. There have been two director meetings since the July 24th
6 meeting that's in dispute.

7 Mr. King and Ms. Vanderbilt chose not to attend those
8 meetings, okay?

9 MR. KEMP: Because we were --

10 MR. CONNOT: Okay, so but even before they were
11 restrained, okay? Even before they were restrained. Nothing restrained
12 them from attending board meetings.

13 In fact, I sent an email to counsel in New York last week and
14 said what do we need to do to get the information to them? No
15 response, crickets. It's still never been responded to today.

16 So they don't want to participate. Then they want to come in
17 here and complain about it. You go back to all the issues with the
18 independence of the directors under the bylaws.

19 THE COURT: No, no, I get -- that's another day.

20 MR. CONNOT: But --

21 THE COURT: I'm just asking the question regarding the
22 payroll.

23 MR. CONNOT: Yeah.

24 MR. KEMP: Your Honor --

25 MR. CONNOT: So I don't think 24 hours is going to make a

1 difference, Your Honor. Today's Tuesday. Tomorrow's Wednesday.
2 Payday is Friday.

3 MR. PARKER: Your Honor, you hear the -- and I'm trying to
4 find a nice words to saying it. How can you condemn or criticize two
5 board members for not participating when they -- you're using your TRO
6 to prevent them from participating?

7 They can't sign anything on behalf of the bank, on behalf of all
8 these employees because your current TRO says they can't do anything
9 internally or externally in relationship to this -- to Vinco interests.

10 They can't do it because of their TRO. They're using your
11 TRO as a weapon, Your Honor, to prevent them from participating. And
12 then, they use their lack of participation against them in front of Your
13 Honor.

14 THE COURT: Here's my next question for you. And if I make
15 a decision tomorrow as far as payment is concerned, does that -- would
16 that be an impediment to having these employees paid on Friday?

17 MR. KEMP: I think that's tight, Your Honor, because I know
18 with -- they need to direct deposit. We have lost today completely
19 because the money's got to be, you know, by Thursday if they're being
20 paid on Friday.

21 So if we tell the bank, again it's in Oklahoma, if we tell them
22 Wednesday, remember, they're two hour time difference that they can
23 release \$700,000, maybe it can be done, maybe it can't, but --

24 MR. PARKER: You couldn't do it tomorrow afternoon, Your
25 Honor. I mean, I call in my own payroll.

1 THE COURT: No, no.

2 MR. PARKER: You can't do it tomorrow afternoon.

3 THE COURT: I'm listening. I'm just looking at it from a
4 procedural or a technical, how do you do this thing.

5 MR. KEMP: I know. And why for the life of me they won't
6 fund -- we paid enormous sums of money for both of these companies.
7 Now they want to fire all the employees? It's unbelievable.

8 MR. PARKER: And the other thing, Your Honor --

9 THE COURT: Well --

10 MR. PARKER: -- for them to be able to do, you have --

11 THE COURT: Well, wait, wait, but here's the thing.
12 Termination versus pay, that's a different animal, right?

13 MR. PARKER: It is.

14 THE COURT: You know. I mean, if I got terminated, I'd still
15 want my last paycheck.

16 MR. PARKER: Absolutely. And he knows it's a DOL violation
17 not to give it to them.

18 THE COURT: Right, that's my point. I'm not -- I'm looking at it
19 for they're due and owing their paycheck, right? So why wouldn't I grant
20 -- I mean, why would I -- there's a proposed order that was submitted on
21 that issue.

22 MR. PARKER: That's correct.

23 THE COURT: What's wrong with signing that, making sure
24 they get paid? And you know what I'll do?

25 MR. PARKER: We've got to give them the opportunity to

1 resign.

2 THE COURT: Wait, wait, wait. I'm going to let -- Mr. Connot,
3 I'm going to give you an opportunity to talk to your client. We don't need
4 to --

5 UNIDENTIFIED SPEAKER: Am I able to speak, Your Honor?

6 THE COURT: No, you talk to your lawyer first.

7 UNIDENTIFIED SPEAKER: Okay.

8 THE COURT: I'm going to step down for five minutes.

9 MR. CONNOT: Okay.

10 THE COURT: And you guys talk.

11 MR. CONNOT: Step out here.

12 THE COURT: I'm concerned about that. And then, I have my
13 other cases I want to take care of, too, right? So.

14 UNIDENTIFIED SPEAKER: Sorry [indiscernible].

15 THE COURT: No, no, that's fine. Go talk. We have an ante
16 room right here, right?

17 THE MARSHAL: All rise.

18 MR. CONNOT: Yes.

19 [Recess taken at 12:22 p.m.]

20 [Proceedings resumed at 12:26 p.m.]

21 MR. CONNOT: Thank you, Your Honor. Assuming we can
22 keep the provisions of the TRO in place until at least, you know, the
23 Court concludes the hearing on Thursday or if we happen to spill over
24 Friday, we can make the payroll on Friday.

25 You know, the concern is if we didn't, there's a whole of other

1 issues out there, you know, with the default, the NASDAQ de-listing, and
2 the like. So to keep everything else in place with the status quo, we
3 could pay that payroll on Friday.

4 And it's my understanding after having a discussion, they don't
5 need Mr. King or Mr. Vanderbilt, where Ms. Vanderbilt or Mr. Vanderbilt
6 and Ms. King --

7 UNIDENTIFIED SPEAKER: My apologies.

8 MR. CONNOT: -- to authorize that. That's already -- can be
9 taken of with the bank. So payroll can be taken care of to address their
10 concern.

11 THE COURT: All right.

12 MR. KEMP: Judge, I'd like to know where this payroll's
13 coming from because we've been informed they don't have enough
14 money to make payroll.

15 They've been trying to get the Oklahoma bank to release it. I
16 have seen documentation from the attorney for the Oklahoma bank
17 specifically requiring as Exhibit C signatures from all five directors as to
18 the condition of releasing any money.

19 So I just -- I think maybe counsel, they were taken by surprise
20 with this, but from what I've seen, there's no way that they're planning on
21 this money coming out of the bank, that that's going to happen. And I
22 don't think they've got the money to make the \$700,000 payroll just
23 laying around.

24 So, at a minimum, I think we should protect us by having
25 some sort of court order --

1 THE COURT: Well, that's what I'm going to do, Mr. Kemp.

2 MR. KEMP: Okay.

3 THE COURT: If there's going to be a payment, it's going to be
4 pursuant to a court order.

5 MR. CONNOT: Yes.

6 THE COURT: So there's no impediment in there.

7 MR. KEMP: I'm fine with -- I'm fine with that, Your Honor.

8 MR. CONNOT: And I don't know where we get they have all
9 this cash to make it and now they don't have the cash. I mean, it's like --

10 MR. KEMP: No, they have the cash in the bank, Your Honor.
11 There's \$60 million in the bank, that I'm informed today they're trying to
12 get the money out of the bank to make the reduction in force.

13 THE COURT: This is what I want to do, gentlemen.

14 MR. CONNOT: We have to see.

15 THE COURT: And I want to be really clear. I want to maintain
16 the status quo, but I want to make sure everyone gets paid.

17 MR. CONNOT: Yes.

18 THE COURT: But I want to make a decision tomorrow or
19 Thursday that resolves the preliminary injunction and the TRO.

20 MR. PARKER: Your Honor, the only other issue is the
21 difference and the Court made a comment about this. The difference
22 between making payroll and a reduction in force, which would effectively
23 terminate 80 percent of the workforce for Vinco interest.

24 Are you -- I didn't interrupt you.

25 MR. CONNOT: No, I've addressed it. We'll agree.

1 MR. PARKER: Listen, Your Honor --

2 MR. CONNOT: We'll agree.

3 THE COURT: He's agreeing.

4 MR. PARKER: With all respect --

5 THE COURT: He's agreeing. He's agreeing.

6 MR. PARKER: I appreciate that, but agree after I get this.

7 MR. CONNOT: Okay.

8 MR. PARKER: Your Honor, the concern we have is your TRO
9 did not give them the right to terminate these employees.

10 Now it's silent on that issue, but certainly you didn't expect
11 your TRO to be used as a way of circumventing the bylaws of Vinco
12 Ventures by keeping out two board members appointed by its
13 shareholders and preventing them to -- from participating in from what
14 we've learned now two additional board meetings without their
15 involvement whatsoever.

16 And then, to use those two board meetings to effectively
17 determine that they're going to fire 80 percent of the workforce.

18 That wasn't the intention of your TRO. So I'd like the Court to
19 at least until the Court can decide all the merits to --

20 THE COURT: I'm sorry.

21 MR. PARKER: -- allow these two board members duly
22 appointed or elected by the shareholders to participate if there are any
23 meetings between now and tomorrow and not to allow them to terminate
24 80 percent of the workforce. Your TRO certainly didn't consider that to
25 be the status quo.

1 MR. CONNOT: Your Honor, if I may? The RIF, the reduction
2 in force, was voted back on July 10th of 2022.

3 But that aside, we're not going to do the RIF. As I said, you
4 know, an opportunity to try and argue and impugn my clients or the
5 company, but the company, they had notice. Mr. Vanderbilt and Ms.
6 King had notice of those meetings that occurred. They chose not to
7 attend.

8 Their counsel in New York, who accepted service, was asked
9 how do you want to facilitate this? Crickets, silence. As of today,
10 they've still not respond to that email.

11 So, yes, if there is a meeting, they'll get notice of it. I don't
12 think -- I don't think there's any meetings planned in the next couple
13 days because they need 48 hours' notice anyway.

14 So there aren't going to be any meetings. The RIF was
15 something that was voted on, but the RIF is not going to occur between
16 now and Friday.

17 MR. PARKER: Your Honor, just for the record, is Mr. Connot
18 now saying that my clients, Ms. King and Mr. Vanderbilt, have the ability
19 to participate on behalf of Vinco's interest and board members because
20 that's not what your order currently says.

21 And if so, let's have a revised order sent to this Court
22 indicating that they have the ability as duly appointed board members to
23 participate in the governance of Vinco Ventures.

24 MR. CONNOT: If there are board meetings that are called.

25 THE COURT: Anyway, I mean, I understand the competing

1 interests. I get that. For now, what I'm going to do is this. I'm going to
2 maintain the status quo, including -- I mean, I'm looking here at the
3 order. Is there a problem with the order that was submitted as it pertains
4 to payment of the employees? Have you looked at that?

5 MR. CONNOT: I have not looked at it that closely, Your
6 Honor, because it wasn't -- it wasn't noticed up. I can take a quick look.

7 THE COURT: Can you look at it today so I can potentially
8 sign it?

9 And secondly, it seems to me that the -- that there's no issue
10 regarding termination of employees at least for the rest of the week. In
11 hotly conducted matters, I understand there's not the necessary
12 especially initially, level of trust amongst the parties.

13 So if there's a representation being made that there won't be a
14 termination between now and say Monday morning, can't we put that in
15 an order?

16 MR. KEMP: Yes.

17 THE COURT: Okay.

18 MR. PARKER: Agreed. And the same in terms of the
19 participation of Ms. King and Mr. Vanderbilt. They're board -- duly
20 elected board members.

21 THE COURT: But there's not going to be any board meetings
22 in the interim, right?

23 MR. CONNOT: No.

24 THE COURT: See, I'm -- this is what I'm doing. I'm going to
25 hold it off on that. I just want to do two things. Payment, there's not

1 going to be any termination.

2 And then, the TRO remains in place. And we -- let's move
3 forward. And we'll make decisions as to the -- whether or not the TRO
4 should continue in light of probability of success on the merits and all the
5 other issues that are required under Rule 65.

6 MR. PARKER: I thought I heard concession, Your Honor, that
7 those board members, Mr. Vanderbilt and Ms. King, are still allowed to
8 participate as board members.

9 I just also heard that he's not going to have any scheduling
10 meeting between now and the next couple days, but I want to make sure
11 we're clear on that point because that differs somewhat than the TRO.
12 Maybe that's -- that wasn't their intention, but they've been able to
13 exclude them for the last -- since August 5th because of it.

14 THE COURT: I'll put it in the order, too. They'll be no board
15 meetings until Monday.

16 MR. PARKER: That's good.

17 THE COURT: I mean, you know, I can problem solve.

18 MR. CONNOT: Now that being said, Your Honor, there's
19 nothing planned and we would not do anything but I mean --

20 THE COURT: Yeah.

21 MR. CONNOT: -- depending on what circumstances arise in
22 the world --

23 THE COURT: Yeah.

24 MR. CONNOT: -- we may request the Court either tomorrow
25 afternoon or Thursday to possibly schedule, you know, let a board

1 meeting go forward if the parties can't otherwise agree.

2 Just because, you know, there's so many things to come
3 down the pike that might require a board meeting, but there are no
4 planned board meetings. We would not hold any board meetings. The
5 company would not unless there's an agreement of all the parties or
6 Your Honor directs it so.

7 MR. PARKER: And there's no further action from the board
8 can be taken until this Court addresses this current motion.

9 MR. CONNOT: No further action.

10 MR. PARKER: Board action. Because you have two board
11 members here who believe based on a current TRO they were not
12 allowed to participate.

13 If you're saying now that was a mistake in terms of the threat
14 of the TRO, fine. And we can put that in the order. The Court can sign
15 it.

16 But if you're intending to have the board do something without
17 their participation, we need to make sure that's clear. It's not going to
18 happen.

19 MR. CONNOT: It's not going to happen. I just want to make
20 sure I understood where you're coming from, Mr. Parker.

21 THE COURT: Yeah.

22 MR. CONNOT: Correct. You are correct. That's not going to
23 happen.

24 THE COURT: All right.

25 MR. KEMP: Judge, should I prepare the order and run it by

1 Mr. --

2 THE COURT: I think you have a good working relationship.

3 MR. KEMP: I think we do, Your Honor --

4 MR. CONNOT: Yeah.

5 MR. KEMP: -- but I just want to make one final little point.

6 There's a number of companies involved here, so not just the Vinco
7 employees we're worried about. It's AdRizer, Weintok [phonetic], and
8 Lomotif or hope I'm saying that right.

9 MR. CONNOT: Yeah.

10 MR. PARKER: Lomotif.

11 MR. KEMP: I don't want anyone terminated.

12 MR. CONNOT: That's a significant issue, Your Honor, to be
13 discussed in further hearings. At this time, we're going to hold our nose
14 and write the check and make sure they're all paid.

15 There are some real issues with those employees, but my
16 representation about payroll is, you know, anyone who's been on the
17 payroll will remain on the payroll.

18 THE COURT: Understood.

19 MR. KEMP: Yeah, I will try to do an order, Your Honor, and
20 get it over here by 5:00.

21 THE COURT: Yes, and I'll be here. So I can sign it. And
22 tomorrow at what time again?

23 THE CLERK: 1:30, Judge.

24 THE COURT: 1:30.

25 MR. CONNOT: All right, thank you, Your Honor.

1 MR. KEMP: Thank you Your Honor.

2 THE COURT: Okay.

3 THE CLERK: Mr. Connot, before you go, can I get the
4 spelling, just last names of the folks --

5 MR. CONNOT: Mr. Colucci?

6 THE CLERK: Yes, if you don't mind.

7 MR. CONNOT: C-O-L-U-C-C-I, John Colucci.

8 THE CLERK: Thank you.

9 MR. CONNOT: And Adele, A-D-E-L-E Hogan, H-O-G-A-N.

10 THE CLERK: Perfect.

11 MR. CONNOT: Thank you.

12 THE COURT: And tomorrow morning, if you know, there's
13 other documents you want me to review, you plan on utilizing, try to give
14 me a hard courtesy copy. You can drop it by the department.

15 MR. CONNOT: As far as their reply, I --

16 THE COURT: And you know what?

17 MR. CONNOT: -- if I do, I'll try to make it short. I don't know
18 that I will, but --

19 THE COURT: No, that's okay. But I'm looking at it from
20 perspective. If they're -- I'm more concerned of documents.

21 MR. CONNOT: Okay.

22 THE COURT: Because I kind of anticipate your -- in your
23 reply, you can handle -- because the motion, the Opposition wasn't that
24 long.

25 MR. CONNOT: Right.

1 THE COURT: You can handle whatever issues you think are
2 important in open court. I have no problem with that.

3 MR. CONNOT: Okay.

4 THE COURT: But I'm more concerned about if there's bylaws,
5 documents, and things like that, you want me to review --

6 MR. CONNOT: Understood.

7 THE COURT: -- and have in my possession, if you get them
8 to me say by 11:00 tomorrow.

9 MR. CONNOT: Absolutely, Your Honor.

10 THE COURT: Same thing for the --

11 MR. PARKER: We've attached the bylaws, Your Honor --

12 MR. CONNOT: Yeah.

13 MR. PARKER: -- as well as the Code of Conduct.

14 THE COURT: Yeah, I have that right here, but I'm just looking
15 at it from this perspective. I don't -- I haven't reviewed it and I don't
16 know if there's everything that you want to present.

17 MR. PARKER: This kind of has the minutes from the July 8th
18 and July 17th meeting. And I would ask that you bring copies of those.
19 We reference them, but we don't see them made available.

20 MR. CONNOT: I'll actually -- we'll actually get those to Mr.
21 Parker and Mr. Kemp.

22 MR. PARKER: Thank you.

23 THE COURT: Yeah, but my point is this. Whatever you want
24 to support your position --

25 MR. CONNOT: Yeah.

1 THE COURT: -- as it pertains to the hearing tomorrow --
2 MR. CONNOT: Yeah.
3 THE COURT: -- make sure we have it, so I can review it.
4 MR. CONNOT: And certainly, you know, if all I want is -- I
5 don't want to come in here tomorrow though and have them complain
6 they didn't receive something. So if you have something you think you
7 want --
8 MR. PARKER: That's what I want.
9 MR. CONNOT: -- make the request, please. So if there's
10 anything else --
11 MR. PARKER: July 8th and July 17th board meetings.
12 MR. CONNOT: Yeah, and if there's anything else, let us
13 know, because I don't want to come in here tomorrow and have -- and
14 be criticized that we failed to provide documents when there's been no
15 requests made.
16 MR. PARKER: One other thing, Mr. Connot?
17 MR. CONNOT: Yes?
18 MR. PARKER: You said that there were two other board
19 meetings that have happened since August 5th. Please provide those
20 minutes.
21 MR. CONNOT: Absolutely.
22 MR. PARKER: Thank you.
23 MR. CONNOT: Yeah.
24 THE CLERK: Gentlemen?
25 MR. CONNOT: Yes, sir.

1 THE CLERK: Apologize, BlueJeans may change, so counsel
2 that are here expect an email if it changes and we'll let you know in
3 advance of course. We may use a different meeting ID, too, to the
4 amount of people connecting.

5 MR. PARKER: We'll see you at 1:30.

6 MR. CONNOT: By --

7 THE COURT: 1:30.

8 MR. CONNOT: -- the way, there were minutes from board
9 meetings that your clients were involved in that we've not been provided.

10 MR. PARKER: Call [indiscernible] and we'll get it over.

11 MR. CONNOT: Okay, awesome.

12 THE COURT: That's what I'm talking about. All right.

13 MR. CONNOT: Thank you, Your Honor.

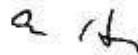
14 THE COURT: Everyone enjoy your day.

15 MS. ZORNES-VELA: Thank you.

16 [Proceedings concluded at 12:38 p.m.]

17 * * * * *

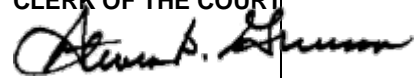
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19
20 ATTEST: I do hereby certify that I have truly and correctly transcribed the
21 audio/video proceedings in the above-entitled case to the best of my ability.

22 

23 _____
24 Chris Hwang
25 Court Reporter

TAB 16

TAB 16



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

VINCO VENTURES, INC.,

Plaintiff,

vs.

THEODORE FARNSWORTH, et
al,

Defendants.

CASE#: A-22-856404-B

DEPT. XVI

BEFORE THE HONORABLE TIMOTHY C. WILLIAMS, DISTRICT COURT
JUDGE

WEDNESDAY, AUGUST 17, 2022

RECORDER'S TRANSCRIPT OF HEARING
PLAINTIFF VINCO VENTURES INC.'S EMERGENCY MOTION FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION

APPEARANCES:

For the Plaintiff:

MARK CONNOT, ESQ.
REX D. GARNER, ESQ.
JOHN M. ORR, ESQ.

For the Defendant:
(Theodore Farnsworth)

WILLIAM S. KEMP, ESQ.
NATHANIEL R. RULIS, ESQ.
MADISON ZORNES-VELA,
ESQ.

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APPEARANCES (continued):

For the Defendant:
(Lisa King and Roderick Vanderbilt)

THEODORE PARKER, III, ESQ

Also Appearing:

ADELE HOGAN, ESQ.
LISA KING
JOHN COLUCCI
RODERICK VANDERBILT
ERIK NOBLE [BlueJeans]

RECORDED BY: MARIA GARIBAY, COURT RECORDER

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11
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17
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21
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23
24
25

INDEX

Court's Ruling

Page
75

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
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Las Vegas, Nevada, Wednesday, August 17, 2022

[Case called at 1:40 p.m.]

THE MARSHAL: Department 16 is now in session, the Honorable Timothy Williams presiding. Please be seated.

THE COURT: All right, I just want to say good afternoon to everyone. And let's go ahead and set forth our appearances on the record?

MR. CONNOT: Thank you, Your Honor and good afternoon. Mark Connot. Also with me Rex Garner and John Orr with my office. Adele Hogan, who has in the process of submitting a pro hac, but has not yet been admitted pro hac and John Colucci here at counsel table as well.

THE COURT: Right, and good afternoon.

MR. CONNOT: Thank you.

MR. KEMP: Your Honor, Will Kemp with Kemp Jones representing Mr. Farnsworth.

MR. PARKER: Good afternoon, Your Honor, Theodore Parker as well as Lisa King and Rod Vanderbilt sitting right behind her.

MR. RULIS: Good afternoon, Your Honor, Nate Rulis on behalf of Defendants. We also have Mr. Noble, who's here on BlueJeans and with me, we have another associate in our office, Madison Zornes-Vela.

THE COURT: Okay, once again, good afternoon to everyone. And I just want to bring up a preliminary matter. It has nothing to do with

1 conduct of counsel in this case, but yesterday, we did have some
2 problems with BlueJeans. I think everyone is well aware of that. It's my
3 understanding that we had potentially 200-plus shareholders try to
4 connect and we had problems with the audio visual and all those things.

5 And so, I had a discussion and sought the guidance of the
6 Chief Judge, Judge Wiese. And here's his response. I just wanted to
7 make sure that this is read into the record because what I've done is I
8 have limited access in BlueJeans for the purposes of this hearing.

9 And see, normally I have no problem with access, but we have
10 bandwidth issues. And just as important, too, it's my understanding or
11 it's come to my attention that apparently, the hearing yesterday was
12 linked to what is it?

13 THE JEA: Twitter.

14 THE COURT: Twitter, you tube all these things, right?

15 And when it comes to transmission, you have to get the
16 consent of the Court, right? You do. I mean, there's a process you go
17 through. I can't remember any time I have declined giving consent, but
18 nonetheless, there's procedures you have to go through. Heck, the
19 media has to go through it and I've never declined them.

20 But anyway, what did judge -- and this is what he said. He
21 quote, and this is from Judge Wiese. He suggested that Judge Williams
22 place on the record at the start of the hearing this afternoon that on
23 8/16/2022, he allowed BlueJeans link to be provided to the investors
24 who called for the information, which was under 10 or so who called.

25 One of them blasted the information on Twitter, which resulted

1 to in over 200 people logging into the hearing.

2 Additionally, some livestreamed the session on YouTube. The
3 observers on BlueJeans did not mute their phones as requested,
4 clogged up BlueJeans chat, and which it could only be used by counsel,
5 and there were other disruptions and things like that noted.

6 And so, I just wanted to make sure that the record's real clear
7 on that. I believe in access, right? I really and truly do. I always been a
8 proponent of that, but access can't result in chaos, right? That's kind of
9 how that works.

10 And so, anyway, if there's any question on that issue, I just
11 wanted to make sure everyone understood. And at the end of the day, I
12 follow the guidance of the Chief Judge. And that's why I did what I did,
13 so everyone understands. It's not just something I decided to do
14 randomly or whatever.

15 But anyway, I know we have some matters to deal with today.
16 And I guess we might as well get started, right?

17 MR. CONNOT: I think maybe the first issue, Your Honor,
18 Mark Connot, the first issue Your Honor, and Mr. Kemp and I have had
19 some discussions, there's still some daylight between us --

20 THE COURT: I understand.

21 MR. CONNOT: -- on the language of the proposed order. I
22 don't know, you want to approach, you want me to take it up, or
23 whichever? This --

24 THE COURT: You can hand it to the Clerk.

25 MR. CONNOT: What I've just handed the Clerk, Your Honor,

1 is my office's redline. So Plaintiff's redline of Defendant's most recent
2 version of the proposed order.

3 So when you see the redline edits, those are provisions that
4 the Plaintiff disagrees with and believes should be taken out.

5 And you know, the first one the Court will see on page 2,
6 paragraph 2, the company as it currently sits is authorized to do so. It
7 has the ability to get the funds from the bank. And fact, the bank has
8 advised them we don't believe that's necessary.

9 As far as the following, you see at the bottom of page 2, the
10 entry of the paragraph begins Plaintiff stipulates and agrees will not
11 terminate any employees of the following any of these on or before
12 Monday, August 22nd, 2022. And it lists various entities.

13 The last one, (f), Lomotif, we have no control over. The
14 company has no control over, so we can't terminate them anyway.

15 And I don't think, I don't want to speak for Mr. Kemp, but in our
16 discussions, I don't recall that that is a area of concern. I think
17 Defendants may be agreeable to that.

18 On 3, the position is and maybe I get a little bit of context and
19 if I'm incorrect, one of the competent people will correct me. But there is
20 a -- is it a loan payment Lomotif? What was the --

21 UNIDENTIFIED SPEAKER: It's a loan payment
22 [indiscernible].

23 MR. CONNOT: What's the purpose of the monthly payment to
24 Lomotif?

25 [Counsel confers with client]

1 MR. CONNOT: Okay, so the company loans money to
2 Lomotif, which is a separate company with no, has -- you know, Lomotif
3 -- Vinco Ventures has no ownership interest or otherwise.

4 And so, it shouldn't be that Vinco Ventures has to pay Lomotif
5 payroll.

6 MR. COLUCCI: It's not to be paid GDD, but you do have the
7 ownership of Lomotif.

8 MR. CONNOT: You do have an ownership.

9 MR. COLUCCI: Small minority ownership.

10 MR. CONNOT: Okay, so minority. What's percentage?

11 MR. COLUCCI: I don't know off the top of my head.

12 MR. CONNOT: Okay. A percent of Lomotif but
13 they -- company feels it shouldn't have to fund the payroll for Lomotif.
14 That should be Lomotif's issue.

15 And then, the final paragraph because of the fact that the
16 company may need to hold board meetings, given the fact as noted
17 yesterday there's an event of default that was received from really the
18 sole creditor and my understanding of one if the only, if not the sole
19 creditor of the company, where they issued a notice of default on a \$80
20 million note, which also has a \$16 million penalty.

21 And the company may need to take swift action on that. So
22 we'd like the ability to, you know, notice and call board meetings if
23 necessary or seek an order of the Court. So that's the basis and
24 reasons for our redlines to the most recent version provided by the
25 Defendants.

1 THE COURT: Right.

2 MR. KEMP: Your Honor, our response is, as counsel
3 indicated, the thing without redlines is our last proposal to them. And
4 this has gone through four or five iterations, Your Honor.

5 With regards to taking a Lomotif out of the bottom of 3, I don't
6 have a problem with that, but we do have to provide for the payment to
7 Lomotif.

8 This is an organizational chart. [Indiscernible.] If you see
9 Lomotif is a subsidiary of the company on the far right. They don't own
10 all Lomotif. It's understanding we own 80 percent. That's what we got
11 for the \$113 million.

12 We paid \$113 million for Lomotif. That's was a big purchase.
13 And, again, Lomotif is the one that has the product. It's kind of like
14 TikTok. And so, that's a big [indiscernible].

15 So Lomotif funds their payroll out of payments made to a
16 private company. Their payroll is done I'm informed is made once a
17 month.

18 THE COURT RECORDER: Mr. -- I can't hear him.
19 [Indiscernible].

20 MR. KEMP: Yeah, the LoMotif payroll, I'm informed, is made
21 once a month. If the Lomotif payroll is not made, potentially every
22 employee we have in this company, and this company's located in
23 Singapore, Your Honor, which has different laws. I don't profess to be
24 an expert on Singapore law, but I'm told if people don't get paid in
25 Singapore, it's a big problem.

1 So that's why we think Lomotif -- and this is not an unusual
2 payment for the company. This payment has been being made, Your
3 Honor.

4 Why they want us to spend it now, I don't know. But it
5 jeopardizes an asset that they paid \$113 million for last year. So, you
6 know, for the life of me, I can't understand why they don't want to fund
7 that payment, but that is our first.

8 THE COURT: I mean, I'm going to tell everybody I kind of see
9 this slightly different. I'm wondering why should I even make a decision
10 regarding this order until because -- I might go a company different way
11 as far as I know there's a TRO in place. There's a request from a TRO
12 from the defense.

13 I've read the points and authorities. I understand there's
14 issues regarding whether or not the chairman should have been involved
15 and directed the board meetings pursuant to Section 5.5 of the bylaws. I
16 get that.

17 And there's issues being raised regarding breach of fiduciary
18 duty and responsibility. There's issues regarding corporate governance.
19 I kind of understand what's going on with the case.

20 And so, what I'm saying is this. We can spend a lot of time on
21 this, but at the end of the day, it's going to come down to what my
22 ultimate decision is today. I don't mind telling you that.

23 Secondly, and this is really important to me as a judicial
24 officer, because I'm looking at this case, right? And I realize there's a lot
25 of money at stake. There is a lot of investments.

1 And I don't mind saying this. This isn't the largest case I
2 presided over. Heck, I think I have the Wynn shareholder derivative
3 litigation case. You know that, right?

4 MR. CONNOT: Yes.

5 THE COURT: And you know how that ended up? Because --

6 MR. CONNOT: Yes, Your Honor.

7 THE COURT: Okay, and we've had some payments, but my
8 point is this. There's a lot of competing interests here. And I get it,
9 right?

10 But what potentially could occur would be a rush to judgment
11 by a trial court. And I think that's ever appeared in front of me over the
12 last almost 17 years know -- they know one fact. I don't rush. I don't do
13 things to respond. I do things when I think the record has been well
14 enough developed and I'm clear on what the appropriate case law would
15 be and/or there rules.

16 Because I don't mind saying this. I think the case law and the
17 rules are my best friend. I also seek safe haven in the rules and in the
18 case law. I do. And the statutes. And potentially the bylaws and other
19 corporate governance issues that pertain in this case.

20 So I have a general idea as to what's going on. I understand
21 there's been a lot dropped in my lap over the last 48 hours or so, right?
22 But I'm looking at it through that lens, because I don't mind telling
23 everybody what I'm thinking about, you know. I don't.

24 So I think what we need to do is to dig in as far as the --

25 MR. KEMP: Judge, can I suggest --

1 THE COURT: Yeah, go ahead.

2 MR. KEMP: -- we'll drop the Lomotif issue. And I think we
3 can agree to the stipulation and protect at least the other 90 employees.

4 THE COURT: Yeah, I mean, and one thing, I mean,
5 historically, at this stage, I don't mind you telling you this. I don't want to
6 make any rash decisions that impact the viability of the business, right?
7 I don't.

8 MR. KEMP: Well Your Honor, if we drop the Lomotif issue,
9 you know, that would be accepting their change deleting Lomotif from
10 paragraph 3 and deleting our proposed paragraph 4.

11 The only issue we have left really is the stipulated agreement
12 not to hold Board of Director's meetings.

13 There -- they came back and they made a reasonable point,
14 which is what if there's an emergency? And there may be an
15 emergency.

16 So I said, okay, how about absent agreement of the parties or
17 order of the Court, which I thought was a reasonable compromise,
18 because obviously, we don't want this entity to go under. That's why
19 we're here, Your Honor.

20 So I thought that was a reasonable proposal which modifies
21 the dispute on the last paragraph.

22 THE COURT: Mr. Connot, sir?

23 MR. CONNOT: The position of the company is that, you
24 know, the shareholders, you know, and elected directors, the directors
25 have fiduciary duties and if they need to hold a board meeting, they

1 need to hold a board meeting.

2 THE COURT: Right.

3 MR. CONNOT: Certainly, you know, without 48 hours' notice,
4 it would take the unanimous consent of all five directors, so including Mr.
5 Vanderbilt and Ms. King.

6 On less than 48 hours' notice, it would require their consent or
7 we'd have to seek an order of the Court in any event. But certainly upon
8 48 hours' notice, they should be able notice -- properly notice up under
9 the bylaws and statute a director meeting and transact business that's
10 properly before the company.

11 THE COURT: Okay. Are there any issues regarding the
12 composition of the board?

13 MR. KEMP: Yes, Your Honor. There is. We --

14 THE COURT: I mean, that's kind of where -- that's where the
15 rubber meets the road.

16 MR. KEMP: That's where the rubber meets the road, Your
17 Honor.

18 THE COURT: Yeah.

19 MR. KEMP: So what happens when Mr. Colucci came in.
20 And the reason he came in is because the previously independent
21 director was found to have a financial interest in the amount of
22 \$120,000. So he was no longer an independent director.

23 So that director went out and they had to bring in a new
24 director. Mr. Colucci came in relatively late in the replacement process.
25 We contend he should have been vetted a little more. We think and

1 that's why as --

2 THE COURT: Well, and I think there was an investigation
3 going on, something like that?

4 MR. KEMP: Well what happened is the chairman of the board
5 asked Gibson and Dunn to --

6 THE COURT: Yeah.

7 MR. KEMP: -- do an independent investigation. And the
8 attorney at Gibson Dunn was a former vice something or other of the
9 SEC, so he was eminently qualified to do it.

10 And so, they were taking a look at two things. One,
11 disclosures that were made on the application that Mr. Colucci
12 submitted.

13 And we contend that those weren't adequate for a couple
14 reasons, one of which some of the positions he claimed to have in his --
15 to be diplomatic, enhanced his status a little bit.

16 And two, we think he had a financial interest that should have
17 been disclosed and wasn't disqualified, but we didn't want to make that
18 determination. So we asked Gibson Dunn to do it.

19 And then, Gibson Dune started on it. They contacted Mr.
20 Colucci. And then all of a sudden, the -- they noticed an emergency
21 board meeting to fire Gibson and Dunn.

22 So Gibson and Dunn has never been allowed to finish the
23 investigation. Excuse me, they sent an email to Gibson Dunn
24 threatening them, saying that they were suspicious of their ethical -- they
25 thought their ethics were compromised. And Gibson Dunn said I don't

1 want any part of it and they backed out.

2 So today, there has been no investigation even started on Mr.
3 Colucci's number one disclosures, and two, his financial interests if any.

4 So that is the -- that is the problem, Your Honor. If they had
5 let Gibson Dunn finish it, that probably would have been done a month
6 ago, you know, but it hasn't been done.

7 And so, that's why we filed the motion that we sent to counsel
8 on Monday night, even the Court hasn't signed the OST on it. I'd like to
9 have my card on the table.

10 But in any event, we filed a motion on order shortening time
11 asking the Court to pick an attorney, someone like Mr. Erga [phonetic],
12 maybe, someone who knows this stuff to do the investigation on the
13 disclosures and the financial [indiscernible].

14 And that would solve the problem with regards to whether or
15 not Mr. Colucci should or should or not be an independent director.

16 Obviously, they don't want to do that. They want to rely upon
17 the determinations that they have made Mr. Colucci voting on each one
18 of them.

19 Obviously, they can't win and get a majority vote without Mr.
20 Colucci voting. So he votes himself in as CEO. He votes himself a
21 payment package of 250,000 and we haven't seen the contract.

22 He votes to fire all these 80 percent employees. He votes to
23 give \$5 million to Mr. Yang's company to presumably duplicate what
24 they paid the other company \$113 million for, which doesn't sound like a
25 sound business judgment to me, but then it was.

1 In any event, Your Honor, that's why we think that continuing
2 this, and I'll call it fiasco because wait till you here the tape of one of the
3 board meetings. It is embarrassing I think for all participants. And to
4 think that this is an NASDAQ company, they have a board meeting like
5 that.

6 But anyway, we just can't keep continuing the fiasco of
7 noticing board meetings on 48 hours' notice, not have a real board
8 meeting, just have Mr. Colucci ram through whatever he wants without
9 him being vetted. That's the fundamental problem here, Your Honor.

10 And that's why we don't think that there's a problem having
11 some minor prohibition on the ability to have a board meeting.

12 Yesterday, the Court suggested there be no more board
13 meetings because every time we turn around, there's a board meeting
14 voting on something.

15 So our proposed language, I think, you know, and obviously,
16 we don't want this corporation go under, Your Honor. That's why we're
17 here. You know, this is Mr. Farnsworth, he's got years and years of
18 work on this thing.

19 Ms. King has years and years of work on this thing. The
20 chairman's got years and years of work on this thing. We don't want this
21 going under.

22 So to suggest that there's going to be some emergency that
23 we're not going to be responsive to, I don't think it's appropriate. And if
24 there is, they can call up the Court and I'll be down here in an hour, Your
25 Honor.

1 But you know, there's got to be some -- there's got to some
2 stop to this perpetual board meeting to keep supposedly doing things
3 until Mr. Colucci get properly vetted.

4 MR. CONNOT: Your Honor, there's a lot wrapped up in what
5 counsel has stated and certainly a lot that we disagree with.

6 So I mean, and I don't wouldn't to like go through history, but if
7 we're sitting here complaining about board meetings and we go back to
8 the July 8th board meeting, which sort of kicked us off, called on one
9 hours' notice, not compliant, and so we can go through of that.

10 The issues about Mr. Colucci, it's a NASDAQ rule as to
11 whether or not he can sit on an independent committee of the board.
12 Has nothing to do with whether or not he can be on the board of
13 directors.

14 And what it comes down to is whether or not he has received
15 \$120,000 or more in each of the last three years, which he has not,
16 which he has not.

17 And so, Gibson Dunn, I mean, if you believe that Gibson Dunn
18 you know I -- that they were coerced into something by the company,
19 you know, they're not shrinking violets. They know how to take care of
20 themselves.

21 And the investigation, you know, to sit here and say that, well,
22 that would then make him ineligible as a board member. No, it makes
23 him even if the allegations were true, it makes him under the NASDAQ
24 rule, he can't sit on an independent committee of the board.

25 And so, someone else can fill that seat. We also have a

1 shareholders meeting, this Court notes, on the 23rd.

2 So to state that meetings are being noticed, the 48 hours'
3 notice has been done. And if you want to talk about a fiasco, yeah. I
4 mean, it's -- there -- that July 24th board meeting, but certainly Mr.
5 Colucci was entitled to vote on the issues.

6 Once again, it's an NASDAQ issue as to whether or not he
7 can sit on an independent committee. He can vote on those issues. He
8 was put on the board in June of 2022, July 24th of 2022, he's a director.
9 He can vote on any of those issues.

10 The Gibson Dunn investigation would not have changed any
11 of that, other than him being able to sit on certain independent
12 committees under the NASDAQ.

13 THE COURT: But here's my question. How do we know that
14 for sure, because the investigation wasn't completed?

15 MR. CONNOT: But --

16 THE COURT: I mean, and only reason I say that is this.

17 MR. CONNOT: Yeah.

18 THE COURT: We don't know what's in a person's past. And I
19 can say that. I mean, for example, I know this. When Kitty Gwynn
20 [phonetic] appointed me to the bench, I was well vetted, right, in 2006
21 because I went to the judicial selection process.

22 And they did an FBI background check and all sorts of things,
23 right? Fortunately, nothing came up, you know.

24 And that's kind of my point, but we just can't assume that
25 because someone represents that they don't have a problem that there

1 is.

2 I'm not -- and I'm being really specific on that, because that's
3 why when it comes to appointments and those types of things, many
4 times, people are vetted. And that's -- and I don't see anything wrong
5 with vetting. I just don't.

6 MR. CONNOT: Well, I don't see anything wrong with vetting,
7 Your Honor, but the issue is is it wouldn't make any difference as to
8 whether or not he could vote and act on the issues that were before the
9 board on July 24th because --

10 THE COURT: But would have the impact --

11 MR. CONNOT: -- that only has to do with whether or not he
12 can sit on the independent employee.

13 THE COURT: But here's my question. Would that impact his
14 position potentially as an independent director?

15 MR. CONNOT: Not -- there's a --

16 THE COURT: Depending on what they found, right?

17 MR. CONNOT: An NASDAQ rule that says -- it doesn't
18 mean -- you can still be a director even if you had received more than
19 \$120,000 per year for each of the last three years. You can still be a
20 director.

21 You cannot be on an independent committee of the board
22 under the NASDAQ rule. That's one of the documents. I know there's a
23 plethora of documents submitted to the Court.

24 That's one of the documents that we submitted earlier today
25 and it's one of the exhibits is the specific NASDAQ rule.

1 It does not say you can not be a director. It does not say you
2 cannot vote on things. You can vote on anything except you cannot be
3 on one of the independent committees that are required in publicly
4 traded companies.

5 THE COURT: Okay, here's my next question. And I know the
6 answer to this, because all these business cases, here's a lot of overlap,
7 but all of them have different issues.

8 What about the initial selection of a -- as a member
9 independent director on the board? Are you saying that hypothetically,
10 after investigation, that might not have impacted his potential
11 appointment and approval as an independent director?

12 MR. CONNOT: Your Honor, there was a vetting process. Ms.
13 King and Mr. Vanderbilt -- Mr. Vanderbilt was Chairman of the Board at
14 the time. There was a vetting process. So now they're saying they
15 improperly vet him?

16 THE COURT: What was that process, do you know?

17 MR. CONNOT: I --

18 MR. KEMP: The process was Vanderbilt --

19 THE COURT: I mean, no, I'm going to let him finish. What
20 was the process?

21 MR. CONNOT: I don't know what the process was. What
22 was the process? Hold on.

23 THE COURT: So we don't -- wait a second, wait a second. If
24 you don't know what the process is, we don't know if there's a vetting
25 process.

1 [Counsel confer]

2 MR. CONNOT: So what I've been told is the background
3 investigation, all of the normal vetting that would be done for a publicly
4 traded company, the only thing that wasn't done was whether or not he'd
5 received more than \$120,000 in each of the last three years, which he
6 hasn't. And he's prepared to present testimony on that, Your Honor.

7 MR. KEMP: Your Honor, here's what really happened. I don't
8 want to castigate anybody, but if we're going to start talking about the
9 issues a little deeper, Mr. Colucci three years ago was a telemarketer.
10 We've presented affidavits.

11 You know, and I don't say that derogatorily because you
12 know, people have to call up and ask little old ladies to buy pens. You
13 know, that's a profession in this country, but that was his background.
14 He was a telemarketer.

15 When the independent director resigned, over the \$120,000,
16 they had to come up with another independent director. Mr. Colucci
17 came up late in the process.

18 And there's a reason for that, that gets a little deeper, but this
19 law firm that purported to do the investigation has literally been fired five
20 times now. Okay, they don't want to let go of this file, the New York firm
21 that's sitting there, five times now.

22 So they came up with Mr. Colucci. They were the ones that
23 did the vetting. So Mr. Vanderbilt is the Chairman of Board. Said let's
24 get Gibson Dunn do a real job on this and send it off to Mr. -- to Gibson
25 and Dunn to do, which they started. They contacted Mr. Colucci.

1 Okay, they didn't want a vetting, okay. Okay, we think we
2 know some of the things that are going to come up. And we've alluded
3 to it in some of the affidavits, but they didn't want a real vetting by
4 Gibson and Dunn.

5 So what they did is they contacted Gibson and Dunn and said
6 something to the effect in the emails in the record that you're -- we
7 challenge your ethics or you're ethically compromised or they said
8 something like that to Gibson and Dunn.

9 And again, this is one of the former -- he's not chairman, but
10 he was right under the chairman of the SEC from the counsel's office.

11 He was the one responsible for this vetting at date of hire. So
12 it's not like we hired a -- or Mr. Vanderbilt appointed a schmuck.

13 And so, they started the vetting. So they scare aware Gibson
14 Dunn. And then we see these ridiculous series of directors meetings
15 being noticed, some on no notice, some on 48 hours.

16 And I guarantee you, Judge, when you hear this 35, 40 minute
17 meeting where everybody is shouting at everybody else, you'll go, oh,
18 my God, you know, this is -- I've never heard anything like it.

19 But in any event, that's why we need to vet Mr. Colucci
20 because there's a serious problem here. You can't just turn your back
21 on it and say, oh, Judge, NASDAQ rules. NASDAQ doesn't go in and do
22 independent vetting.

23 THE COURT: Well, I mean, and got to remember, this is a
24 Nevada corporation.

25 MR. KEMP: It is.

1 THE COURT: So Nevada, it's a business Court, right? And I
2 understand there's NASDAQ rules, but there's also corporate rules here
3 in Nevada regarding fiduciary duties and responsibilities and all those
4 things.

5 MR. CONNOT: And --

6 THE COURT: It's quite different. I mean, I understand
7 NASDAQ a little bit.

8 MR. CONNOT: And there's no allegation that any of that, any
9 violation of Nevada law has occurred here. They want to talk about this
10 independent investigation. They want to talk about board meetings.

11 Let's go back to the July 8th board meeting. One hour notice.
12 Okay, they make all of these major changes, including retaining Gibson
13 Dunn.

14 If you want to look at timing of things, that's when it starts.

15 THE COURT: Well, that's kind of --

16 MR. CONNOT: They start without authorization, the board
17 never even voted on it.

18 THE COURT: Right, kind of, but here's my point. And I think
19 both of you might be missing this. We have all these allegations, all
20 these arrows being -- from both sides, right?

21 And but yet, everyone wants me to make a monumental
22 decision that potentially can control the outcome of this business, right,
23 number one.

24 Number two, who does it impact? It impacts the Board.

25 MR. CONNOT: Sure.

1 THE COURT: It impacts not just the board, but employees,
2 shareholders, and all these things. I kind of get it.

3 And I don't mind saying it. I don't mind making monumental
4 decisions. Heck, I've made some big ones, but my point is this. I
5 always think about the impact of my decisions and number one.

6 Number two, what are the facts? What's the appropriate law?
7 Always come back to that.

8 MR. KEMP: And Judge, you know, he keep talking about this
9 July 8th meeting. At the July 8th meeting, Mr. Colucci voted for Mr.
10 Farnsworth to be the co-CEO.

11 Mr. -- five weeks ago, Mr. Colucci exercising his fiduciary duty
12 as a board member said Mr. Farnsworth should be the co-CEO with Lisa
13 King.

14 He voted for that, okay? He voted for that five weeks ago.
15 What changed? What changed is on July 17th, nine days later, Mr.
16 Vanderbilt contacted Gibson Dunn to do the independent investigation.

17 So five weeks ago, Mr. Colucci thought it was great for the
18 company to be running as the way it's been run for the last two years.
19 And then, when the independent investigation started, that's when all
20 these problems started, Your Honor.

21 So that's why we think the status quo should be what Mr.
22 Colucci voted for. He voted for it five weeks ago. He voted to continue
23 Lisa King as the Chief Executive Officer and Mr. Farnsworth as the
24 co-CEO. And you know --

25 MR. CONNOT: The --

1 MR. KEMP: It just seems to me, excuse me.

2 MR. CONNOT: [Indiscernible.]

3 MR. KEMP: It just seems to me that pretty simple issue here,
4 you know. If we have a bad penny, let's find out. If we don't, great.
5 Simple issue.

6 MR. CONNOT: And, Your Honor, there's a whole lot to that
7 timing issue that's left out there. I mean, it is interesting that July 8th,
8 this meeting on one hour notice. It was an invalid meeting.

9 And then, suddenly, when there's a flurry of board meetings in
10 the midst of it, it's suddenly on July 17th, we have to do this investigation
11 of Mr. Colucci.

12 I mean, before that, there was no issues with Mr. Colucci. Mr.
13 Colucci was perfectly fine to be a director of this company.

14 You know, somebody that they want to call a telemarketer that
15 they then turn around and make a director of a company of this size?

16 I mean, that seems incredulous that they're going to, you
17 know, impugn him on one hand, and on the other hand, you know, we
18 felt confident enough in him to make him a director of this company.

19 But all of that aside Your Honor --

20 THE COURT: But what I want you to understand, I mean, that
21 comment is not controlling my thought process --

22 MR. CONNOT: I.

23 THE COURT: -- and/or decision making.

24 MR. CONNOT: Okay.

25 THE COURT: Please understand that.

1 MR. CONNOT: Yeah, I get it.

2 THE COURT: I'm looking at it through a different lens. I'm
3 looking at it we have an ongoing apparently successful business, right,
4 generating monies, employing people.

5 You have a board. There's a board issue. I know there's
6 issues regarding the bylaws and following by the laws.

7 For example, 5.5 not letting the Chairman run the meetings. I
8 mean, but my -- but then I come back to and it seems like this. And I
9 don't mind saying this, that potentially the direction that I'm being asked
10 to go as far as decisionmaking in this case would be essentially this, let
11 the judges continue on.

12 And then, I sit back and look at the mandated Rule 65 dealing
13 specifically with issues regarding probability of success on the merits
14 and/or irreparable harm. I should say and irreparable harm. And I'm
15 thinking about all this as I'm reading this.

16 And I'm saying wait a second. Maybe we should slow down
17 little bit and develop the case and the evidence versus argument of
18 counsel. I don't mind telling you that.

19 But continue on, sir.

20 MR. CONNOT: Now, I think, you know, we -- I think I'm not
21 trying to invade on your territory or comments you want to make, Mr.
22 Parker, but I think the issue has been -- this specific issue has been
23 pretty well argued in its allegations and the Court hasn't heard any real
24 evidence on it yet, but you know, with that --

25 THE COURT: That's -- you know what? And that's kind of the

1 point --

2 MR. CONNOT: Yeah.

3 THE COURT: -- I'm really heading to.

4 MR. CONNOT: Uh-huh.

5 THE COURT: You know, I mean, trust me, we have, you
6 know, there's one thing good about this case, we have splendid lawyers
7 involved. We do, you know. And I've heard all of you many, many
8 times.

9 That's -- and so, I listen and there's no question everybody's
10 convincing. But then, I always circle back, okay, what are the true facts,
11 right? That's what I come back to.

12 You know, and lawyers are really great at -- and what lawyers
13 should do, no question they spin facts a little bit, you know, to benefit
14 their client.

15 But right now, I don't have a lot of facts in this [indiscernible].
16 And I'm -- that's what I'm really thinking about. You know, and so, how
17 can I make monumental decisions like this?

18 MR. PARKER: Your Honor, this is I would say a tremendous
19 challenge for the Court, because you do have a lot of information that
20 we've provided. And as of this afternoon, or late this morning, quite a bit
21 of information that Mr. Connot provided.

22 Certainly I would not ever ask this or any other Court in this
23 8th Judicial District to decide something without having the ability to go
24 through the paperwork first, of course, consider the arguments of
25 counsel, and then if necessary take the evidence to some point of

1 evidentiary hearing so the Court would have some fact finding to support
2 a decision.

3 What we do have and what the Court has been faced with
4 about two weeks ago was a TRO that I believe does not fit our rule, Rule
5 65. And it does not fit --

6 THE COURT: Irreparable harm, right? And/or --

7 MR. PARKER: Irreparable harm.

8 THE COURT: -- probability of success on the merits.

9 MR. PARKER: Thank you. I mean, that's what I'm trying to
10 get back to, because that's what this was actually scheduled for.

11 THE COURT: Right.

12 MR. PARKER: Thank you, Your Honor.

13 THE COURT: And after getting all the information, I -- and I
14 was reading some of the facts, then I circle back to the rule.

15 MR. PARKER: That's what I did, Your Honor. And so,
16 yesterday, I started out. And I know Mr. Connot may take some offense
17 to me starting out with the Rules of the Professional Conduct, but our
18 Rule 65 unlike a lot of states is very particular in terms of what your
19 obligations are to the Court.

20 And so, Mr. Connot in the information he gave us today, which
21 you know, all of us here have been trying to go through, indicates in part
22 and this is attached as a declaration from Mr. Goldstein [phonetic], that
23 among other things that the argument before the New York Supreme
24 Court dealt with the location of where cases should be brought for Vinco.

25 And I'm referring to the paragraph 49. This is on page 7 of Mr.

1 Goldstein's declaration.

2 At least Mr. Connot has recognized I'm assuming his office
3 prepared that declaration that there were arguments on the merits in
4 front of the New York Supreme Court judge that dealt with these very
5 same issues.

6 And when you compare your order, the order provided by Mr.
7 Connot's office, to the order that was provided to the New York state
8 judge, they're very similar Your Honor, asking for identical forms of relief.

9 Your Honor asked a few moments ago and no one directly
10 answered the question. What should be the make-up of the board?
11 How do you as a Court preserve the status quo, prevent irreparable
12 harm, consider the success of either party, the probability of the success
13 of either party, and make a decision with only I say a smattering of
14 information without any true sworn testimony?

15 You have declarations, but it's not in front of the Court. And I
16 know the struggle, Your Honor. And when I consider that --

17 THE COURT: Well, that's why I asked the ultimate. I mean, I
18 look at this and I see some complex factual issues. I don't think the
19 cases is as complex from a legal perspective.

20 But I have -- I mean, from a historical perspective, I mean, I've
21 had a lot more documents, but still there's a lot of here. And there's a lot
22 of exhibits.

23 But more importantly, what I don't have is this. And I have
24 declarations. And declarations are fine, but as we know, declarations
25 don't always withstand rigorous cross-examination.

1 MR. CONNOT: That's right.

2 THE COURT: We know that, right?

3 MR. PARKER: We do.

4 THE COURT: And so, I'm -- and that's why I asked the initial
5 question. Because I don't mind telling everyone this. I'm concerned
6 about maintaining the status quo and what that really means.

7 I know there was a request to conduct discovery. I mean,
8 discovery's always really important to develop a factual record.

9 And at the end of the day, and I know you know this, Mr.
10 Parker, because I mean, I always look at cases in this regard. Whatever
11 decision I make, I try to follow the law, the rules and the like, but I also
12 look through it through lens of would this case withstand appellate
13 review?

14 MR. PARKER: Absolutely.

15 THE COURT: I mean, that's one of -- I always sit back.
16 That's how I try to sit back objectively, and say, oh, okay, before I pull
17 the trigger, let me sit back. Do we have an adequate record developed?
18 Right? That's one of the first things I do, you know.

19 MR. PARKER: That's right.

20 THE COURT: And okay, make sure I understand the facts.
21 Am I applying the appropriate law or standard?

22 MR. PARKER: And Your Honor, and that's why you've been
23 so successful in being -- having your cases affirmed, because you look
24 at it from both -- well, you've been a practitioner.

25 THE COURT: Right.

1 MR. PARKER: So you understand creating and developing
2 the appropriate record. What we have here and why I decided to get up
3 when I did is because to maintain the status quo, you have to have a --

4 THE COURT: And what does that mean?

5 MR. PARKER: It --

6 THE COURT: Right?

7 MR. PARKER: Absolutely. And --

8 THE COURT: I don't know exactly what that means.

9 MR. PARKER: And it's difficult to know until you go through
10 the information. And I know you're reading here. So I know spent a lot
11 of time between yesterday and today familiarizing yourself with this
12 case, right? I have no doubt in my mind.

13 But I know also know you knew the rules and you know the
14 case law around -- surrounding TROs and permanent injunctions.

15 So when it comes to Ms. King and Mr. Vanderbilt, they were
16 board members when everything transpired. They weren't allowed to
17 vote.

18 They were not allowed to -- Mr. Vanderbilt was not allowed to
19 preside as the Chairman of the Board. And the meeting that Mr. Kemp
20 was speaking of is abomination to the procedural process of any
21 organized meeting, the protocol, the decorum that you'd expect.

22 It's not just a breach of fiduciary duty that this Court's going to
23 be required to look at, but it's also our own conflicts of interest issues
24 that I can't imagine the Court not finding ultimately that Mr. Colucci
25 through other -- his other company, Highway [phonetic] Data, through

1 his wife invoicing this company for over \$215,000 for deals that were not
2 approved by this board, committing to millions of dollars to AI Pro for
3 zero deliverables.

4 Ultimately, I believe that's where the Court will go, but I know
5 the Court's not there yet because we've not presented all of that
6 information.

7 THE COURT: Well, and here's my point when I talk about
8 maintaining the status quo. I don't necessarily mean the status quo and
9 maintaining it reflects the TRO that was entered in this case.

10 MR. PARKER: And that's where I'm going, but we --

11 THE COURT: I mean, I'm not saying that because I have
12 more evidence now. I understand --

13 MR. PARKER: That's right.

14 THE COURT: -- there's a lot of factual disputes and the like.
15 So my -- but at the end of the day, and this is my overwhelming concern
16 is going back to the company, the business organization, the viability,
17 the paying the bills, apparently making -- paying employees until these
18 issues can be resolved.

19 MR. PARKER: And Your Honor, the status quo, when I look
20 at all the cases developed in Nevada, when I -- you know,
21 pronouncements from our Supreme Court, the status quo is supposed to
22 be a shield, not a sword. It's supposed to be a shield.

23 It's supposed to protect the company or the agency or the
24 plaintiff from harm that the Court would otherwise believe would occur if
25 not for the TRO.

1 Conversely, Mr. Colucci has used this as a sword. Firing
2 people, intending to do the RIF. Thank God the Court has put -- has
3 indicated from the bench that that's something that's not going to happen
4 between now and August 22nd.

5 But what we don't have like at this point in terms of the status
6 quo having our --

7 THE COURT: I'm defining the status quo.

8 MR. PARKER: Is defining it.

9 THE COURT: Yes.

10 MR. PARKER: Well, you mentioned up front what is the
11 make-up of this board that we are to come to a status quo position or
12 determine determination? Well, we definitely know that these two
13 Defendants were --

14 THE COURT: You say, well, I thought about it. Can I appoint
15 a receiver?

16 MR. PARKER: Well, you know, we had two ideas on that.

17 THE COURT: You know what I mean?

18 MR. PARKER: I will tell you. We wrestled with the idea, but
19 because there's a cost to the receiver.

20 THE COURT: No, I understand that, I do.

21 MR. PARKER: But we have -- we've asked for and certainly I
22 don't know if the Court has seen this, but we're asking for --

23 THE COURT: I haven't seen that.

24 MR. PARKER: -- the appointment of a special master.

25 THE COURT: I saw that. I saw that.

1 MR. PARKER: Okay. So that's one of the concerns in terms
2 of discovery and handling it on expedited basis.

3 But Your Honor, we do want, and I don't believe this is
4 reflected the proposed order, but we do need a determination of the
5 status quo for purposes of the membership of the board, your ability to
6 prevent any unauthorized board meetings.

7 And we also need a status quo developed in terms of
8 co-CEOs, which we believe going back to what Mr. Kemp said on July
9 8th, Mr. Colucci, and we got to -- we have notes. I don't complete
10 minutes, but we do have notes that Mr. Connot provided yet this morning
11 where Mr. Colucci agreed that Mr. Farnsworth would be the co-CEO.

12 This is the first time because there's no evidence of this that
13 I've seen thus far where between the 8th and the 17th, Mr. Colucci
14 objected to the notice -- notification of the meeting or the vote during the
15 meeting.

16 In fact, he I believe suggested to Mr. Goldstein that Mr.
17 Farnsworth was the appropriate person to be co-CEO.

18 And so, I -- when I looked at this, and we've provided -- this is
19 something that I'm not just arguing, but we added this to the declaration
20 of Mr. Vanderbilt.

21 And it's the actual letters between Mr. Vanderbilt as the Chair
22 to the board members. Then Mr. Goldstein's letter to Gibson Dunn.
23 Then Joseph Warren's [phonetic] letter from Gibson Dunn withdrawing
24 because of what I consider to be coercion on the part of Mr. Goldstein,
25 and all of the documentation leading up to these unauthorized board

1 meetings after the fact.

2 And so, what Mr. Kemp was trying to articulate is between the
3 8th and the 17th, the only thing that changed was this interest in getting
4 a full vetting done of Mr. Colucci.

5 Now Mr. Colucci may be found completely innocent. Perhaps
6 his wife's invoicing of \$215,000 through I-Bar [phonetic], perhaps that's
7 not a violation that would disqualify her. I doubt it, but perhaps.

8 Perhaps him charging \$100,000 through his own
9 company -- for his own company related to EDC, perhaps that's not a
10 violation that would disqualify him.

11 Perhaps allowing AI Pros potentially to have stolen IP
12 information from Vinco while paying AI Pros over a million dollars and
13 then supporting paying them more than that, perhaps that's not a
14 disqualification.

15 But I believe a full vetting will tell us one way or the other. And
16 until then, Your Honor, is it appropriate to have someone with those
17 issues be a part of this board?

18 Originally, my ask was that the true status quo was June 9th,
19 2022 before Mr. Colucci became a board member. That to me would be
20 the true status quo because before then, and we provided this as an
21 exhibit, the value of the company was higher. There was this chaos that
22 they complain about in their moving papers was not there.

23 There was no indication of some significant RIF. I don't see
24 the downside of going back to June 9th, 2022, the day before Mr.
25 Colucci came on board.

1 For purposes of our motion, and that's why we're here today,
2 Your Honor, I think the only thing that we need to do in terms of that
3 proposed order is we definitely need to have Ms. King and Mr.
4 Vanderbilt have full participation in the board. I think Mr. Farnsworth
5 should return as a co-CEO.

6 And I think we have to put the brakes on any corporate
7 changes in terms of employment, especially this self-dealing it appears
8 contract that Mr. Colucci has devised for himself where he's gone from
9 being paid as a board member to being an employee, and any other
10 transactions with AI Pro.

11 MR. CONNOT: Your Honor, there's a lot of allegations and
12 argument. And now, we want to roll this back to June. Okay, there's no
13 dispute. And I stated yesterday that Mr. King and Mr. Vanderbilt are
14 currently board members. There's a process to remove a board
15 member.

16 Mr. Colucci's a board member. Mr. Distasio's a gold -- a
17 board member and Mr. Goldstein are board members. This company
18 has five board members, five board members.

19 And they make an allegation. They make an allegation that's
20 unfounded. And we'll present the evidence to show why it's unfounded,
21 that somehow, you know, Mr. Colucci may not be independent under the
22 NASDAQ rules, but that does not remove him as a director of the board,
23 Your Honor.

24 And so, we have five directors in this company. Five directors.
25 And you want to talk about the timing of things. I hear, well, these

1 unauthorized board meetings.

2 Yeah, they don't want to recognize what the July 8th board
3 meeting was other than an unauthorized board meeting. They can't
4 defend it. It was on one hour's notice. One hour's notice.

5 And so to come in here. And that's what spun this whole thing
6 out of control. And you'll hear the minutes of the July 24th or the
7 recording of the July 24th meeting where constantly, constantly, Mr.
8 Vanderbilt was shouting and interrupting and refused to participate. And
9 he mute and unmute it, because it was an attempt to control some sort
10 of decorum at this meeting.

11 And so, you got a situation here where, yeah, what do they
12 want for the status quo? Status quo is take Mr. Colucci off the board
13 with zero evidence, an allegation, zero evidence that he did anything
14 wrong.

15 And so, the Court hadn't heard any evidence yet as to what he
16 did wrong. And so, you know, now we see what the real power play and
17 the stretch is here.

18 They don't like the situation. You know, they did not have the
19 adequate number of votes. Ms. King and Mr. Vanderbilt were outvoted.
20 Okay? That's how the world works. That's how elections work, whether
21 it's politics, whether you're running for judicial office. Whether you're on
22 a board and it's a majority rule. That's what happened on July 24th.

23 It was a proper meeting. Mr. Colucci until found otherwise is a
24 director just as Mr. Vanderbilt, Ms. King, Mr. Goldstein, or Mr. Distasio
25 are board members until found otherwise or voted out by the

1 shareholders.

2 And we have an upcoming shareholder meeting, Your Honor.
3 So I mean, we sit here now getting into a lot of arguments and
4 allegations.

5 THE COURT: But I mean, how much power can we -- here's
6 my question. We have an upcoming shareholders meeting, but how
7 much power would a shareholders really have in this case in light of the
8 current business posture?

9 MR. KEMP: Yeah, none of the board members are up for
10 consideration at the upcoming meeting, Your Honor. So that's a false
11 promise.

12 THE COURT: Yeah.

13 MR. PARKER: In fact, I believe not until October, Your Honor.

14 THE COURT: Yeah, but my point is.

15 MR. PARKER: It may not be a company around by then.

16 THE COURT: That's my point.

17 MR. PARKER: Exactly.

18 MR. CONNOT: Well --

19 MR. PARKER: And that's the purpose of the TRO. It's a
20 shield.

21 THE COURT: And understand this, Mr. Connot, I'm not
22 saying you're not right. I'm looking at through this lens. I want the case
23 to develop factually. I do.

24 MR. CONNOT: Absolutely.

25 THE COURT: But I want to make sure it's an ongoing

1 concern without any decisions made that rise to the level of being
2 terminal, right?

3 I mean, I wanted to keep going ongoing and those decisions
4 potentially to be made later. What the ultimate solution should be, I'm
5 not sure yet. I have some ideas.

6 MR. CONNOT: Okay.

7 THE COURT: But that's my big concern because I want to
8 make sure we can have enough time -- because I don't want to make a
9 decision that one way or the other, yet that impacts this organization.

10 MR. CONNOT: Without evidence from the witness stand and
11 properly coming in, Your Honor.

12 THE COURT: Right.

13 MR. CONNOT: Absolutely.

14 THE COURT: And so, and just as important opportunity to
15 develop it. And so, I don't know what would be quote the status quo
16 right now. I have thoughts on it, but how about this? Does this make
17 any sense? Maybe you Mr. Kemp, Mr. Parker, and so on, you go to the
18 ante room and talk about it for a few minutes. If you can't, then you can
19 make suggestions to me.

20 MR. PARKER: Would that be, Your Honor, and I've seen you
21 do this before. You've allowed counsel to create a document. And then,
22 you -- we send it to you in Word or WordPerfect, however you like it.

23 THE COURT: In a general sense, I don't mind saying if
24 everybody agrees, then I typically don't get involved.

25 MR. PARKER: Right.

1 THE COURT: Unless it's a blatant violation of the rule of law,
2 and if I have a question on it, right? But that doesn't happen very often.
3 But and so, if everyone agrees, I tend to go with it.

4 But I just want everyone to understand, that's my concern. I
5 haven't -- I understand there's two sides to it, right, but my primary
6 concern now is the ongoing viability of the business of the corporation
7 until the facts can be thoroughly vetted and decisions made based upon
8 bylaws, you got corporate law, all those types of things.

9 MR. PARKER: I appreciate that, Your Honor. We certainly
10 can sit down together and try to put a document together for the Court
11 where we can indicate things we agree to. And then, indicate where
12 there's a different. And the Court can devise or fashion the appropriate
13 order. The --

14 THE COURT: No, no, I don't want to write orders. Somebody
15 would be charged with that and I'd review it. It might take you -- it could
16 be next week with as much work as I have to do.

17 MR. PARKER: My concern is when I say the order, Your
18 Honor, I've seen judges just like the New York Supreme Court judge --

19 THE COURT: Well, I understand.

20 MR. PARKER: -- put into a --

21 THE COURT: But here's my thought, see, for example, if you
22 can agree on principle on certain key issues, and others you don't
23 maybe I'll make those, I'll break the tie on that.

24 MR. PARKER: Sounds good, Your Honor.

25 MR. CONNOT: Yeah, that makes sense.

1 THE COURT: Mr. Connot?

2 MR. CONNOT: As long Mr. Kemp and Mr. Parker don't get a
3 vote, each time and I only have one. Not --

4 THE COURT: No.

5 MR. CONNOT: I understand what you're saying, Your Honor.
6 That was a sad attempt at humor.

7 THE COURT: [Indiscernible.] So how about this? Maybe I
8 should step down for a little while and when you're ready?

9 MR. KEMP: And Judge, what about the other little
10 housekeeping matters? We're asking for the expat discovery and the
11 special master?

12 THE COURT: Well, I think -- well, we haven't talked about a
13 special master, but I think we do need discovery probably expedited,
14 right?

15 MR. KEMP: Right.

16 THE COURT: Whether there's a need for special master or
17 not, of course if you agreed on that, I would agree, you know.

18 MR. KEMP: The reason I think there's a need for a special
19 master, Your Honor, is not that we can't work through the discovery, but
20 a lot of these where this is going to be out of state of Nevada and some
21 of them potentially even outside of the country.

22 And I think that's why you're going to need a special master
23 because there's people -- a lot of people in New York, a lot of people in
24 Florida. Mr. Yang, who's in the courtroom today, is I understand in
25 Canada and his business is in the Philippines, but there's a lot of people.

1 And I think a special master would be helpful in that regard, Your Honor.

2 THE COURT: All right.

3 MR. KEMP: And especially order of discovery because I
4 imagine we're going to want to take 30, 40 depositions. I would think they're
5 going to want to take 30, 40 depositions. That's a lot to do before a
6 preliminary injunction hearing, which you know, I'm just assuming the
7 Court's going to give us one some time somewhere --

8 THE COURT: I'll give you one, you know.

9 MR. KEMP: Yeah, but so that's why we --

10 THE COURT: Yeah, I want to give everybody input. Mr.
11 Connot, whatever you need.

12 MR. KEMP: That's the only reason we thought -- we propose
13 a special master. We haven't presented any names because I haven't
14 talked to opposing counsel about any names, but.

15 THE COURT: I mean, you have Peggy Lane [phonetic]. You
16 have Boris Rachel [phonetic]. You know those are some of the main
17 individuals that kind of -- from what I understand now because I
18 understand Judge Leung [phonetic] is doing now too this year.

19 MR. CONNOT: She is over at the jail.

20 THE COURT: Yes. You know, what's wonderful -- what I
21 really like about Mr. Hill, I mean, I've used him on some really big cases
22 before. And I think what he's really good at is turnaround time.

23 MR. CONNOT: Well --

24 THE COURT: Because he's one of those that can make a
25 decision and you walk out. By the time you get back to your office,

1 there's an order sitting there, you know, which is little different than -- I
2 mean, to be candid with you, I don't know anybody else that does that
3 [indiscernible] like that.

4 MR. KEMP: Yeah, well, he monitors the docket so.

5 THE COURT: Oh, he does.

6 MR. KEMP: Yes.

7 THE COURT: Yes, he's a different level guy. I don't -- he
8 loves to go for a swim every morning, but other than that, he lives what
9 he does. There's no question about it.

10 MR. KEMP: Well, in any event, Your Honor, we think we need
11 expedited discovery and some special master who we don't we haven't
12 proposed.

13 THE COURT: I'll give you guys a chance to talk about that.

14 MR. PARKER: Thank you, Your Honor.

15 THE COURT: Okay, I'll sit down.

16 [Recess taken at 2:34 p.m.]

17 [Proceedings resumed at 4:24 p.m.]

18 THE MARSHAL: Please be seated.

19 THE COURT: All right, let's go ahead and set forth our
20 appearances once again for the record.

21 MR. CONNOT: Certainly, Your Honor. Mark Connot, Rex
22 Garner, John Orr on behalf of the Plaintiff. Also present is John Colucci
23 and Adele Hogan, who has -- in the process of submitting a -- I think
24 actually he submitted the OST pro hac today.

25 THE COURT: Okay.

1 MR. CONNOT: On behalf of Plaintiff, Your Honor.

2 MR. KEMP: Your Honor, Will Kemp for Defendant
3 Farnsworth.

4 UNIDENTIFIED SPEAKER: Appearance?

5 MR. PARKER: Oh, I'm sorry, Your Honor, Theodore Parker
6 on behalf of Ms. Lisa King and Mr. Rod Vanderbilt.

7 MR. RULIS: Good afternoon, Your Honor, Nate Rulis on
8 behalf of Defendants Farnsworth and Noble.

9 MS. ZORNES-VELA: Good afternoon, Your Honor, Madison
10 Zornes-Vela on behalf of the Defendants Farnsworth and Noble.

11 THE COURT: All right.

12 MS. ZORNES-VELA: Okay.

13 THE COURT: And you can update me on the status. I see
14 there's a copy of a stipulation and order that was submitted to me just
15 moments ago. And I would anticipate there might be some agreements
16 and some disagreements.

17 MR. KEMP: Yeah, Judge --

18 THE COURT: As far as the content, is that it?

19 MR. KEMP: Now, Judge, pages 1 and 2 I think were agreed
20 to. I think the first disagreement's on page 3, the last page.

21 MR. CONNOT: Although I would say, Will, just to make sure
22 because I don't think this has [indiscernible].

23 MR. KEMP: Oh, yeah I thought -- I think the new one.
24 Because the one [indiscernible] under 3?

25 MR. CONNOT: It does not, but --

1 MR. KEMP: Okay.

2 MR. CONNOT: Yeah, Judge.

3 MR. KEMP: Bottom of page 3, yeah, counsel brought to my
4 attention the fact that there's some language advance on a loan that
5 should be added to, which -- or report, excuse me, which we've agreed
6 to do, but it's not in your draft.

7 MR. RULIS: So where it says Plaintiff agreed, stipulation
8 agrees to pay Lomotif \$710,000 on or before August 18, 2022, I will be
9 treating as an advance on the loan.

10 [Counsel confer]

11 MR. RULIS: Okay, so we'll pay it to ZDD.

12 UNIDENTIFIED SPEAKER: Okay.

13 MR. RULIS: Which is where the payment is coming to.

14 MR. KEMP: That's fine with us.

15 MR. CONNOT: That's fine.

16 MR. RULIS: Yeah payment will be paid to ZDD.

17 MR. KEMP: Okay.

18 [Counsel confer]

19 MR. KEMP: Your Honor, so 4 and 5 are the points of
20 contention at this point. So 4, what we proposed is that they wouldn't
21 hold any board meetings unless there's 48 hours', written notice, and
22 there's unanimous agreement of the board members. The parties agree
23 to the board members.

24 And we agree that we would not withhold consent in the event
25 of the emergency. And in the event that they really need a board

1 meeting, we withhold consent, they have the right to come to Court and
2 ask the Court to authorize the board meeting.

3 So that's the proposal I thought was agreed to, but I guess it's
4 not now, but I think that's a reasonable decision because right now, it's
5 48 hours. And we just want to stop this thing where everyone -- notices
6 the board meeting.

7 MR. CONNOT: And the specific issue there, Your Honor, is
8 the major lender, the Hudson Bay that's been mentioned previously, the
9 \$80 million dollar note.

10 There's a restructuring proposal that's just been circulated all
11 the board members. And it's just been and those discussions were
12 ongoing this week.

13 And there's this proposal was received today. My
14 understanding is this afternoon and has just [indiscernible] all the board
15 members, the company would like or the other three board members
16 would like to have a board meeting this evening because there's a --

17 UNIDENTIFIED SPEAKER: What's the drop?

18 UNIDENTIFIED SPEAKER: That date on this [indiscernible].

19 UNIDENTIFIED SPEAKER: Wanting it tonight.

20 MR. CONNOT: They're wanting a response tonight.

21 UNIDENTIFIED SPEAKER: Or the company could be
22 bankrupt tomorrow.

23 MR. KEMP: So, Judge, it's 5:00. They haven't shown us what
24 the proposal is. They said they emailed it to us. We still don't have it.
25 Does anyone have a meeting tonight by midnight? I mean --

1 MR. CONNOT: Well, you've got major lender.

2 MR. KEMP: Kind of shows you --

3 MR. CONNOT: Sorry.

4 MR. KEMP: Kind of shows you what's been doing on, Your
5 Honor. But I would submit we use the language as we drafted it. You
6 know, Mr. Farnsworth has excellent relationships with this particular
7 lender. He was actually the one that negotiated the loan. And I don't
8 know what the terms are, but I can't believe that Mr. Farnsworth's
9 participation wouldn't help this transaction get resolved.

10 So you know, and I like I said, we don't know what the loan
11 terms or what.

12 UNIDENTIFIED SPEAKER: Yeah.

13 MR. CONNOT: So on that specific issue, Your Honor, to say
14 they can't believe it just came up, the default came on Monday of this
15 week. And you know, it's our position as a result of the actions of the
16 Defendants, but that aside, the default notice was issued on Monday.
17 This has been in a whirlwind this week not just with what's going on here
18 in Court, but the company itself.

19 That email was just sent out to all of the board members.
20 None of the other board members other than Mr. Colucci, because he's
21 also the CEO at CNAP [phonetic] okay until just within you know, it's
22 only been received by the company within the last -- this afternoon.

23 And so, that's why there's a need for a board meeting this
24 evening. We have no issue with Mr. Farnsworth. You know, certainly
25 doesn't have a vote, but you know, whatever his relationship may be

1 with Hudson Bay being involved in this discussion and this board
2 meeting to the extent the Court wants to have him involved, certainly on
3 our side, there's no objection to that. So I think we can accomplish that,
4 but there's -- there is a need to have a board meeting tonight. .

5 UNIDENTIFIED SPEAKER: [Indiscernible.]

6 MR. CONNOT: Your Honor --

7 MR. KEMP: Judge, come on, just a major transaction.

8 THE COURT: No, well, you know, and I'm going to share with
9 you my thoughts because I was sitting here listening. And I'm looking at
10 the language. And it appears to me the big issue is this notice of default
11 and potentially the note being called. I understand that.

12 And so I'm sitting here saying to myself, okay, two things.
13 Can't we have a carve-out for that meeting, but before action is
14 formalized, we have a status check tomorrow morning at 9:00 and tell
15 me what's the proposal?

16 MR. PARKER: Your Honor, I was going to ask -- you read
17 minds I'm sure all of our minds, but your TR --

18 THE COURT: That makes sense, right?

19 MR. PARKER: It does. But your TRO says, and this is what
20 I -- I cannot reconcile Mr. Connot's comment when the TRO that he
21 prepared says item 180 for the duration of this TRO, the Defendants,
22 these three individuals here, are enjoined from holding themselves out
23 internally or externally of course with the bank, as employed by company
24 or acting on its behalf in any capacity.

25 And yet, they now say that this was sent out on Monday.

1 Didn't let us know on Monday. We get this right before Your Honor
2 came and took the bench, we were told that they were sending it to us.

3 And now, they want these three people, one who raised all
4 rights of coming in the first place and the two board members, the chair,
5 Mr. Vanderbilt, that turn on a dime to make a decision about a \$33
6 million loan.

7 MR. CONNOT: It's actually \$80 million.

8 MR. PARKER: 80 million I'm sorry. \$80 million loan.

9 MR. CONNOT: The notice --

10 UNIDENTIFIED SPEAKER: 96 million.

11 MR. PARKER: Now it's a 96 million loan, Your Honor.

12 MR. CONNOT: It's an \$80 million loan --

13 MR. PARKER: So --

14 MR. CONNOT: -- and \$16 million penalty. And the notice of
15 default was just received on Monday.

16 MR. PARKER: And.

17 MR. CONNOT: Not this [indiscernible].

18 MR. PARKER: So Mr. Connot, let me basically --

19 THE COURT: But gentlemen, you have to understand. I'll
20 listen to everybody.

21 MR. PARKER: Thank you, right?

22 THE COURT: But here's my point. And I'm concerned about
23 the economic viability of the company. If there's a notice of default. I'm
24 concerned about that.

25 But just as important, I realize there has to be some action

1 potentially, but I'm sitting here saying in a general sense, I have no
2 problem with the -- with paragraph 4.

3 And if we have a concern about an opening called in the sum
4 of -- including penalties of \$96 million, it seems to me why can't you
5 make a decision, come in, Mr. Farnsworth participates in the meeting.
6 He can make a decision and say, yes, this is a problem. He can report
7 back tomorrow. And then, I can make a decision.

8 MR. PARKER: Your Honor, we are suggesting --

9 THE COURT: That's why this is business court, right?

10 MR. PARKER: Exactly, we're suggesting a --

11 UNIDENTIFIED SPEAKER: That's good.

12 MR. PARKER: -- a rescinding of the TRO as it pertains to this
13 issue and as it pertains to these two board members participating.

14 And that's why I cannot for the life of me understand how Mr.
15 Connot's clients can want them to participate when they choose to and
16 then hold them at bay when they choose to.

17 THE COURT: Because at the end of the day --

18 MR. PARKER: Makes no sense.

19 THE COURT: And tell me if I'm wrong or not. I mean, I don't
20 know anything about the terms and conditions of the note other than it
21 appears to be in excess of 80 million with a \$16 million penalty. See I
22 listen, sir.

23 But anyway, it seems to me if that's an issue, that should be
24 resolved immediately, right?

25 MR. CONNOT: Yeah, we don't need to rescind the TRO.

1 They want to roll back the entire TRO. I sent an email last week to their
2 counsel the same counsel that accepted service. Said look, they remain
3 as board members. Tell me how you want to communicate? Crickets,
4 Your Honor.

5 So to sit here and come in here, well, we didn't understand.
6 They had every opportunity. So I mean, let's move past the bluster and
7 all of that and focus on what the issues are as the Court has noted.

8 THE COURT: And as far as issue number 4 is concerned, I'm
9 looking here and I understand your issues, sir, I do. And my point is this.
10 We can have a carve-out for that.

11 MR. CONNOT: Okay.

12 THE COURT: And we can under the conditions that I set
13 forth.

14 MR. CONNOT: Yes.

15 THE COURT: Sir, you can participate, so you have just make
16 sure what's going on. And it's -- I guess it gives you some sort of
17 confidence or whatever that it's appropriate. That's fine.

18 And then, tomorrow morning at 9:00, we can meet. You can
19 report back to me exactly what it is. And then, it's taken care of because
20 I don't want to the note called.

21 UNIDENTIFIED SPEAKER: Okay.

22 THE COURT: There's no objection to that, Mr. Kemp.

23 MR. KEMP: What language should we use for the carve-out?

24 THE COURT: I guess language --

25 MR. KEMP: This not apply to the --

1 THE COURT: -- specifically related to the potential call of the
2 note in the sum of \$80 million.

3 MR. KEMP: This should not apply to the Hudson Bay.

4 MR. CONNOT: The Hudson Bay.

5 MR. KEMP: Default?

6 MR. CONNOT: Default.

7 THE COURT: Yes, you know what it is better than I do, sir.

8 MR. KEMP: Yeah. Add that, please.

9 Your Honor, the last dispute was 5. And so, they proposed
10 that this order be in effect through Friday. I said 6 -- Mr. Parker said 60
11 days. I said let's just make it 30 days. But I think just keep this in effect
12 Friday is really not what we want.

13 MR. PARKER: We're talking about payment terms, Your
14 Honor, just to make sure the Court understands what we're talking about
15 duration. We don't want to come back to Court every week -- every
16 other week for payroll.

17 So we figured until the evidentiary hearings concluded and the
18 Court makes a final decision, that this -- these terms should govern as a
19 stipulated order or as an order, but not as a restraining order against our
20 clients any further.

21 MR. CONNOT: Well --

22 MR. KEMP: You know, Friday, Your Honor. I mean --

23 MR. CONNOT: -- I think with this, Your Honor, I think the
24 Court has sort of roadmap. The issue is how long it's going to stay in
25 effect. The other -- this Court has the authority to Friday comes around

1 and you're like I think I'm going to extend this for another 3 days, 5 days,
2 10 days, 30 days at that point.

3 But at this point, before you heard a shred of actual evidence
4 or testimony, you know, to say, oh, I'm going to keep this in place for 30
5 or 60 days to hamstring the company? And under this provision, I mean,
6 I don't think there's a need for that at this point to get us through today
7 and the next two days.

8 And it sounds like that's the one area of disagreement then
9 that we have on this. Have we agreed on everything else in here?

10 MR. KEMP: No, we haven't because we still haven't.

11 MR. CONNOT: Oh.

12 MR. KEMP: We don't agree the restraining orders being
13 continued. We do agree with some parameters being placed, so that the
14 Court than prevent this company from --

15 MR. CONNOT: But we don't need to do that in this order. I
16 think we can do that.

17 MR. PARKER: But this is the time set for your TRO to be
18 considered.

19 MR. CONNOT: Right and --

20 MR. PARKER: And that's what the Court's doing.

21 MR. CONNOT: And we've also got tomorrow's schedule.

22 MR. PARKER: So but Mr. Connot, I'm not here to take the
23 judge's time if it's not necessary. We've given the judge more in I would
24 say evidence, documentary evidence at least, than you did when you
25 asked for the TRO. I think there's enough given to the Court to make a

1 decision that your TRO should be set aside.

2 Now the question is and I think what the judge is trying to
3 determine is the appropriate parameters that's been placed for
4 everyone. That's my belief.

5 MR. CONNOT: What's been provided is a whole lot of
6 documents not much in the way of the evidence.

7 MR. PARKER: More than you've provided, more than you've
8 provided --

9 THE COURT: Well, here's -- and gentlemen, there's always
10 two sides to every story. I get that. Number one.

11 Secondly, and I thought it was pretty clear when we started
12 this journey together today that one thing I won't do, I'm not going to
13 rush to make a decision specifically when it involves the life of this
14 company, right?

15 UNIDENTIFIED SPEAKER: Yes.

16 THE COURT: I'm not going to do that. In fact, I think I
17 pointed out it potentially would be unfair to me as a decision maker,
18 right? Because I'm not going to rush. I mean, if this was a simple tort
19 case, I wouldn't rush, but we're talking about tens of millions of dollars if
20 not more than that.

21 And so, I'm going to be very careful as to how I proceed. I just
22 want everybody to understand that.

23 And so, I understand there's a TRO in place, but at the very
24 outset, and it's been challenged. And then, I always come back to the
25 issues that we talked about under NRCP 65 as it pertains to probability

1 of success on the merits and irreparable harm, right?

2 And so, I'm not sure on that right now because I have two
3 sides. Because remember when I issued it all I was your affidavit.

4 MR. CONNOT: Yes.

5 THE COURT: Now I'm at this point where I don't know if I'm
6 at the probability of success on the merits because there's questions of
7 fact right now.

8 Now all I'm trying to do is accomplish is one task and that's to
9 keep the company healthy. Nothing more, nothing less. I mean, it's one
10 of -- and I want let due process work. That's all.

11 MR. CONNOT: Yeah.

12 THE COURT: Nothing more, nothing less of that. My mind's
13 pretty open.

14 And so, what I'm thinking is this because number one and this
15 is my question, when it comes to evidence, what type of evidence are
16 we talking about?

17 Number two, what's the necessity for discovery? Because I'm
18 going to -- I think whatever language that meets the intent of my carve-
19 out, I have no problem with that.

20 Secondly, as far as the TRO's concerned in this situation, and
21 maybe everybody -- under the facts of this case, I should say, I think
22 potentially everyone misread me in this -- not everyone, but my intent is,
23 look, I'm not giving either side at this point a headstart.

24 You understand what I'm saying? I'm not. I'm just, but I want
25 to maintain the integrity of this company. That's all I'm concerned about

1 right now. And the facts will ultimately determine which direction I go,
2 whether it's going to by permanent injunctive relief one way. There's
3 another request from the Defense and so on.

4 But I'm not even close to that. And so, I'm just looking at it
5 through one lens. And that's why I ultimately started about preserving
6 the status quo.

7 And when I'm talking about that, I want to preserve the health
8 of this company.

9 MR. KEMP: And, Judge, the reason with chose 60 days is
10 two-fold. One, we anticipated, like I said before, that there be 20 or 30
11 depositions on each side. Some short.

12 And we were hoping that we cut a preliminary injunction
13 hearing before Your Honor sometime in September. So today being
14 August 17th, we thought 60 days would take us to September 17th.

15 UNIDENTIFIED SPEAKER: October 17.

16 MR. KEMP: Yeah, October 17 that would be plenty of time.

17 The second point is Your Honor, as you know, companies are
18 just pieces of paper and names. It's the employees that make the
19 company.

20 THE COURT: I understand that.

21 MR. KEMP: We thought something that went into effect -- that
22 stayed in effect at least 30, 60 days would be reassuring to the
23 employees.

24 And because just because they're getting one more paycheck
25 on Friday doesn't mean they're not going to start looking around. You

1 know, I would, if I saw, you know, a significant shareholder or corporate
2 suit, I would probably listen to other offers.

3 But anyway, that was our thought process in these 60 days,
4 Your Honor. That's why we submit 60 days.

5 MR. CONNOT: And the start of this whole discussion was
6 about getting employees paid. You know, that's resolved here. This is
7 not a discussion to resolve the TRO issues, dissolve the TR -- or
8 dissolve the TRO.

9 I mean, it was let's get this done, get to evidence, start to put
10 on testimony so the Court can actually hear some testimony and know
11 what's going on here and get a sense and a flavor of actual evidence
12 and testimony, not attorneys' arguments, not spin on facts, not
13 allegations, but actual testimony from the witness stand and explain
14 some of this stuff. So --

15 THE COURT: And I -- and that's due process. But here's my
16 question. And I think this is very important to really focus on. Are we in
17 the position today to accomplish that task?

18 And what I'm talking about tomorrow, yeah, we can put a few
19 people on the stand, but there are -- it appears to me there's a myriad of
20 factual issues here, right?

21 I realize in a general sense July 18th -- July 8th might be an
22 important date. I get that, but there's a history here.

23 And so, how can I make the ultimate decision based upon a
24 four-hour hearing, preliminary injunction hearing?

25 Mr. Kemp talks about 30 depositions. I don't know if that's

1 necessary, but 30 depositions is a lot of depositions, right, that is. You
2 know, and that's a lot of depositions.

3 But who am I to say they're not required or necessary? I
4 mean, I don't know the facts of this case, right? And it may be in many
5 respects, maybe the lawyers don't know all the facts of this case
6 because typically you don't know all the facts until after the close of
7 discovery, right, we just don't know. And so, there's one side and there's
8 another side.

9 I'm looking at it through a different lens, not favoring either
10 side. I just want to make sure. And when I say maintain the status quo,
11 I'm more focusing on making sure this is an ongoing entity until I can
12 make sure there's a decision. Nothing more than that.

13 MR. PARKER: Originally, Your Honor, I still have -- because I
14 was concerned with the case law that the Supreme Court has handed
15 down for direction and instruction to the district court.

16 And it seemed to me that Mr. Connot continues to place the
17 cart ahead of the horse. He's suggesting that this Court should maintain
18 a TRO, but the Court had less evidence, less information.

19 THE COURT: I mean, I get that, Mr. Parker.

20 MR. PARKER: Thank you. Thank you.

21 THE COURT: I understand that.

22 MR. PARKER: And so, it makes no sense and again.

23 THE COURT: Because this is an ex parte application.

24 MR. PARKER: That's right.

25 THE COURT: I've got nothing from anybody.

1 MR. PARKER: Exactly.

2 THE COURT: And that's why at the very outset, I talked about
3 maintaining the status quo is maintaining the health of this business.

4 MR. PARKER: Thank you. And when you said that, Your
5 Honor, I wrote it down, I wrote it down right here because whatever the
6 Court does, it's not like you said before, it's not hear to preserve a TRO
7 for purposes of preserving a TRO. You're actually --

8 THE COURT: That would -- maybe be that would be
9 appropriate under a preliminary injunction setting where we've got a
10 complete --

11 MR. PARKER: You've had someone sit in that stand.

12 THE COURT: Right.

13 MR. PARKER: Absolutely, but at this point, certainly, this
14 Court has been given more information than Mr. Connot provided when
15 the Court issued the ex parte TRO.

16 And certainly, the Court also recognizes the value of this
17 company monetarily as well as the value of keeping these employees.
18 And so --

19 THE COURT: Well, that's what I really recognize is this
20 because I mean, I don't know -- I haven't heard evidence as to the value
21 of the business, right, but I would anticipate based upon some of the
22 long figures that were just raised, there's a probability that investors
23 have made significant investments in this company. I know that.

24 I don't know if it's 2 -- 100 million. I don't know if it's 500,000
25 million. I mean, I don't know what level, but it's a lot.

1 MR. PARKER: Mr. Farnsworth raised 400 million.

2 THE COURT: 400 million. I mean, and so, and you know in
3 many respects, it doesn't really matter if was 4 million or 400,000. It's a
4 lot of money to people. It really and truly is from an investment
5 perspective because sometimes I deal with small businesses.
6 Sometimes I have Caesars or MGM or somebody like that in here. This
7 varies you know.

8 And sometimes I'm dealing with 2 billion claims. I don't mind
9 saying that. That is true.

10 MR. PARKER: Yes, Your Honor.

11 THE COURT: Right? And --

12 MR. PARKER: And so.

13 THE COURT: All moneys important to everybody. It just is.

14 MR. PARKER: Yeah, and all the jobs are important.

15 THE COURT: They are. I get it.

16 MR. PARKER: And so Your Honor, when you look at the
17 Department Of Conservation versus Natural Resources, the 121 Nev.
18 77. That's a 2005 Nevada Supreme Court case, as well as the
19 University of Community College System Nevada versus Nevadans for
20 Secured and Sound Government, which is a 2004 Nevada Supreme
21 Court. Then the case that everyone always mentions, the Dixon versus
22 Patrick case in 1987, Nevada Supreme Court case, it all indicates the
23 criteria for granting a TRO.

24 We have given this Court a lot more information leading up to
25 today. And we got information of course from Mr. Connot late this

1 morning or early this afternoon, some of which I believe support our
2 position that the TRO originally granted was not appropriate.

3 It was overbroad in restricting Ms. King and the shareholder
4 board Mr. Vanderbilt. And it set aside the person most instrumental in
5 raising the money for this company.

6 There's certainly enough evidence here, I would think that the
7 likelihood of success does not weigh in favor of the Plaintiffs in this case.

8 It's still questionable whether or not Mr. Colucci has standing
9 to bringing this case in the name of Vinco Ventures. So I would ask --

10 THE COURT: And I will say this. And I don't necessarily look
11 at it in that regard, because my thoughts are slightly different from yours,
12 Mr. Parker.

13 MR. PARKER: Uh-huh.

14 THE COURT: And I will say this that when I granted the TRO,
15 I did weight one of the factors, probability of success on the merits.

16 MR. PARKER: Uh-huh.

17 THE COURT: Now after you and Mr. Kemp have brought in
18 other evidence and other affidavits and things like that, instead of being
19 kind of like this, we're kind of back here --

20 MR. PARKER: Right.

21 THE COURT: -- where I can't say as a matter of law there's a
22 probability of success on the merits because we have competing
23 evidence here. And at the end of the day, I'm going to have to weigh
24 and balance the evidence.

25 MR. PARKER: Oh, of course.

1 THE COURT: And so, I can't say that.

2 MR. PARKER: That's right.

3 THE COURT: And as we all know, as a foundation to Rule
4 65(c) relief, there has to be a probability of success on the merits.

5 And secondly, there has to be irreparable harm. And I know
6 everyone here knows that.

7 MR. PARKER: Right.

8 THE COURT: You know, but --

9 MR. PARKER: Given what you just said, Your Honor, given
10 what you just said, because you did weigh as I know you follow the
11 rules. And I know you follow the Nevada Supreme Court
12 pronouncements on this issue when you made your decision.

13 And just like you just said, the information you've been given
14 now has changed the lens that you're looking through or at least what
15 you see through that lens.

16 And the other part of the case law that I just cited says that in
17 addition to the reasonable probability that the -- there has to be a
18 thought that the nonmovants conduct will cause irreparable harm if
19 allowed to continue.

20 We've seen the harm caused by the Plaintiffs since August
21 8th. And to create and determine I should say what the status quo is,
22 but that's where you started this conversation today, what is the status
23 quo and how do we protect it?

24 We know that from August 8th until the present, we've had at
25 least two board meetings where these two board members were not

1 allowed to participate and that includes the Chair of Board.

2 We know that as of Monday, there was a loan default
3 notification that these two board members were not made aware of.

4 We know we sit on the precipice of a default that we just made
5 aware of this afternoon. They have used and I take this from -- this word
6 from Mr. Rulis. They have weaponized that TRO.

7 It should not be allowed to stand. We have done our best.
8 Mr. Kemp and I, have done our best. I'm not saying -- Mr. Connot
9 worked hard in the ante chamber over there because I believe he has as
10 hard as he could, but I will tell you this TRO based upon Nevada law and
11 Rule 65 should not be allowed to stand.

12 And I suspect that we'll be submitting competing orders to the
13 Court. And I don't know how tomorrow helps because I don't know if the
14 Court's going to allow us to put anybody on the stand tomorrow, but if
15 we're not, if it's just argument and references the case law and the rules,
16 and the --

17 THE COURT: And the thing about that is I don't need help on
18 that issue.

19 MR. PARKER: That's right.

20 THE COURT: I don't need that.

21 MR. PARKER: You don't.

22 MR. CONNOT: Right.

23 THE COURT: I mean, I need help on the facts.

24 MR. PARKER: That's right.

25 THE COURT: And there's a tremendous factual dispute here.

1 And so, I don't know who all the key witnesses are. And Mr. Kemp says
2 we need to take 30 depositions. I'll take him as his word.

3 But maybe at the end of the day, there's 10 key depositions
4 because sometimes you take depositions and I do understand that
5 sometimes the anticipated value doesn't rise to the level that you expect.

6 But you got to go through the process and say and to find out
7 who knows, right? And so, for example, there's no question, Mr. Parker,
8 you focused on an area we've been talking about probability of success
9 on the merits, but then you have the issue regarding irreparable harm. I
10 understand the analysis.

11 MR. CONNOT: Sure.

12 MR. PARKER: That's right.

13 THE COURT: I do and because -- and I don't mind telling
14 everyone this. And this is really what I just really hope and then and I
15 was hoping this was the read.

16 The TRO can't stand in this current form. But I want some
17 sort of stipulation that over the next 30, 60 days that preserves the
18 investment for the investors, preserves the company, preserves the
19 employees, all those types of things that it makes this an ongoing entity.

20 Just as important, and this actually is a tremendous concern to
21 me and was just brought up. Why do we have a loan default?

22 MR. CONNOT: Because here's what happened, Your Honor.
23 Let me explain that.

24 THE COURT: I mean, that shouldn't happen, right?

25 MR. CONNOT: Because when they lock up the SEC codes