

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LI FEN YAO,
as Administrator of the Estate of Sam Mingsan
Chen

Plaintiff,

v.

ROBERT CHEN, OTTER AUDITS LLC, and RC
SECURITY LLC,

Defendants.

Case No. 8:23-cv-00889-TDC

**AMENDED ANSWER OF DEFENDANTS ROBERT CHEN, OTTER AUDITS LLC,
AND RC SECURITY LLC TO COMPLAINT**

The Complaint in this case centers on a series of false allegations. None has any merit. First, Plaintiff alleges that Defendant Robert Chen concealed conversations with Jump Crypto from David Chen, who is a central character in this dispute, though not a party at this time. To the contrary, Robert Chen disclosed his conversations with Jump Crypto. *See* Exs. 2-4. OtterSec LLC had a group Telegram chat with Jump Crypto, and David Chen was a part of that chat from the day it was created. He saw when calls between Robert and Jump Crypto were scheduled and chose not to join them. Ex. 2. The Complaint also falsely claims that Robert Chen improperly dissolved OtterSec LLC. Not so. Instead, after Sam Chen's death, David and Sam's counsel demanded that OtterSec LLC be dissolved, and indeed, the Operating Agreement in effect at the time required as much. *See* Ex. 1. Finally, OtterSec's counsel gave notice of the sale of OtterSec's assets to counsel to Plaintiff and David Chen. Neither expressed any interest in bidding on the assets. Robert Chen purchased a number of OtterSec's assets and the funds he paid for those assets remain in OtterSec's bank account, along with OtterSec's other profits. *See* Ex. 5. Because of this lawsuit, Robert Chen

has not made any distributions of profits from the OtterSec bank account to himself or Sam Chen's estate. *Id.*

Attached to this Amended Answer are the following Exhibits: the First Amended Operating Agreement (Ex. 1); Robert's April 12 and April 13, 2022 posts on an OtterSec Discord group channel with David Chen ("ra"), announcing Robert's scheduled call with Jump (Ex. 2); the chat log of the Discord direct messages between David ("ra") and Robert ("NotDeGhost") from April 10, 2022 through May 31, 2022 (Ex. 3); the chat log of the Telegram direct messages between David and Robert from April 10, 2022, onward (Ex. 4); and the statements for OtterSec LLC's bank accounts as of the date of the filing of the Complaint in this case (Ex. 5).

Specifically, Defendants Robert Chen, Otter Audits LLC ("Otter Audits"), and RC Security LLC ("RC Security") answer the Complaint as follows:

NATURE OF THE ACTION

1. Defendants deny the allegations in Paragraph 1.
2. Except to admit that OtterSec was formed in February 2022 under Wyoming law, that Sam Chen and Robert Chen were its members, that Sam Chen and Robert Chen are not related, and that Sam Chen died on July 13, 2022, Defendants deny the allegations in Paragraph 2.
3. Except to admit that Robert Chen formed Otter Audits and RC Security in South Dakota and that OtterSec was dissolved, Defendants deny the allegations in Paragraph 3.
4. Defendants deny the allegations in Paragraph 4.
5. Paragraph 5 makes legal assertions for which no response is required, but to the extent a response is required, Defendants deny the allegations in Paragraph 5.
6. To the extent a response is required to this paragraph, Defendants deny the allegations in Paragraph 6.

PARTIES

7. Defendants lack sufficient information to form a belief as to the truth of the Plaintiff's residence and her residing with her husband, and on that basis, deny the allegations in the first two sentences of Paragraph 7. Upon information and belief, Defendants admit the remaining allegations in Paragraph 7.

8. Defendants admit the allegations in Paragraph 8.

9. Defendants admit the allegations in Paragraph 9.

10. Defendants admit the allegations in Paragraph 10.

JURISDICTION AND VENUE

11. Paragraph 11 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny the claims arise under the Lanham Act, deny the Court has original subject matter jurisdiction, and deny the Court has supplemental jurisdiction over Plaintiff's state law claims.

12. Paragraph 12 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny the amount in controversy exceeds \$75,000 and deny the Court has jurisdiction under 28 U.S.C. § 1332(a).

13. Paragraph 13 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny this Court has personal jurisdiction over any of the Defendants.

14. Paragraph 14 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny that venue is proper in this district.

FACTUAL ALLEGATIONS

15. Defendants deny that Sam's interest in OtterSec passed to the Estate. Defendants otherwise admit the allegations in Paragraph 15.

16. Defendants deny the implication in Paragraph 16 that OtterSec was engaged only in the business of performing security assessments. Defendants admit the remaining allegations in Paragraph 16.

17. Defendants deny the allegations in the first sentence of Paragraph 17. Defendants admit that David was sixteen years old and still in high school when OtterSec was formed. Defendants lack sufficient information to form a belief as to the truth or falsity of the remainder of the allegations in Paragraph 17, and on that basis, deny those allegations.

18. Except to admit that Robert Chen met David Chen in 2019 while participating in a cyber security competition Robert helped organize, Defendants deny the allegations in Paragraph 18.

19. Defendants admit the allegations in Paragraph 19.

20. Defendants admit the allegations in Paragraph 20.

21. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 21 and on that basis, deny the allegations.

22. Defendants admit that Sam Chen and Robert Chen entered into an operating agreement on February 14, 2022. Defendants refer to the Operating Agreement for its true content and meaning and Defendants deny the allegations and implications in Paragraph 22 that are inconsistent with the Operating Agreement, which speaks for itself.

23. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 23 and on that basis, deny the allegations.

24. Except to admit that David used some computer hardware that David already owned and some code he had previously written, Defendants deny the allegations in Paragraph 24.

25. Defendants admit that OtterSec hired employees and consultants who executed agreements. Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 25 that are inconsistent with the Agreements, which speak for themselves.

26. Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 26 that are inconsistent with the Agreements, which speak for themselves.

27. Defendants admit that Robert Chen signed OtterSec Agreements. For the remaining allegations, Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 27 that are inconsistent with the Agreements, which speak for themselves.

28. Defendants admit the allegations in Paragraph 28.

B. Defendants deny the allegations in the unnumbered header “B”

29. Defendants deny the allegations in the first sentence of Paragraph 29. Defendants admit the allegations in the second, third, and fourth sentences of Paragraph 29, but deny the discussions did not progress any further and deny the implication that Sino Global Capital and Race Capital were the only potential investors with whom Defendant Robert Chen was speaking.

30. Defendants deny the allegations in the first sentence of Paragraph 30. Defendants admit the allegations in the second sentence of Paragraph 30.

31. Defendants deny the allegations in the first sentence of Paragraph 31. Defendants lack sufficient information to form a belief as to the truth of the allegations in the last two sentences of Paragraph 31, and on that basis, deny those allegations.

32. Except to admit that Robert had discussions with Jump, Defendants deny the allegations in Paragraph 32.

33. Defendants refer to the message for its true content and meaning and deny the allegations and implications in Paragraph 33 that are inconsistent with the message, which speaks for itself. Defendants deny the characterizations and summary in Paragraph 33.

34. Defendants refer to the messages for their true content and meaning and deny the allegations and implications in Paragraph 34 that are inconsistent with the messages, which speak for themselves.

35. Except to admit that Sam and David Chen did not join the discussions between Robert and Messrs. Claudius and Hofstadt on April 14, Defendants deny the allegations in Paragraph 35.

36. Except to admit that Defendant Robert reached out to David asking to speak about raising money for OtterSec, Defendants deny the allegations in Paragraph 36, including the implication that Robert mischaracterized his discussions. For the quotes from messages, Defendants refer to the messages for their true content and meaning and Defendants deny the allegations and implications in Paragraph 36 that are inconsistent with the messages, which speak for themselves.

37. Defendants refer to the messages for their true content and meaning and Defendants deny the allegations, implications, and conclusions in Paragraph 37 that are inconsistent with the messages, which speak for themselves.

38. Defendants deny that the “company” referenced in the messages quoted in Paragraph 38 was Jump. Defendants otherwise deny all the allegations in the last sentence of Paragraph 38. For the quotes from messages, Defendants refer to the messages themselves for their true content and meaning and Defendants deny the allegations, implications, and conclusions in Paragraph 38 that are inconsistent with the messages, which speak for themselves.

39. Defendants deny the allegations in Paragraph 39.

40. Except to admit that Sam agreed to amend the Operating Agreement and transfer 10% of Sam’s membership interests in OtterSec to Robert, Defendants deny the allegations in Paragraph 40.

41. Defendants deny the allegations in the first sentence of Paragraph 41. Defendants lack sufficient information to form a belief as to the truth of the allegations in the second sentence and on that basis, deny the allegations in the second sentence of Paragraph 41.

42. Defendants deny the allegations in Paragraph 42.

43. Defendants deny any “browbeating from Robert” and the allegation that “Robert was consistently demanding of him.” Defendants lack sufficient information to form a belief as to the truth of the remaining allegations in Paragraph 43 and on that basis, deny the remaining allegations in Paragraph 43.

44. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 44 and on that basis, deny the allegations in Paragraph 44.

45. Defendants deny that Robert made material misrepresentations and omissions and deny that neither Sam nor David was aware of Robert’s discussions with Jump. Defendants lack sufficient information to form a belief as to the truth of the remaining allegations in Paragraph 45 and on that basis, deny the remaining allegations in Paragraph 45.

46. Except to admit that David contacted Robert to convey the proposal for Sam to transfer 10% of his membership interests to Robert, Defendants deny all the allegations in Paragraph 46.

47. Except to admit that Robert accepted, Defendants deny the allegations in the first sentence of Paragraph 47. For the quotes and summaries of messages, Defendants refer to the messages themselves for their true content and meaning and, deny any allegations and implications inconsistent with the messages, which speak for themselves.

48. Except to admit that Sam agreed to an Amended Operating Agreement for OtterSec on April 16, 2022, Defendants deny the allegations in the first sentence of Paragraph 48. Except to admit that Robert owned 60% of OtterSec and Sam owned 40%, Defendants deny the allegations in the second sentence of Paragraph 48 and refer to the First Amendment to the Operating Agreement for its true content and meaning and deny any allegations and implications inconsistent with the First Amendment to the Operating Agreement, which speaks for itself.

49. Defendants deny the allegations in Paragraph 49.

D. Defendants deny the allegations in the unnumbered heading “D”

50. Except to admit that Robert had a scheduled discussion with Mr. Kariya, Defendants deny all the allegations in Paragraph 50. For the quote from a text message, Defendants refer to the text message for its true content and meaning and deny any allegations or implications inconsistent with the actual message, which speaks for itself.

51. Defendants admit that the term “acquire” can be understood to include purchasing a company and hiring its employees, but deny that this definition applies in all circumstances and deny the implication that this was what Robert meant by the term “acquire.” Defendants otherwise deny the allegations in Paragraph 51.

52. Defendants refer to the purported log of the discussion for its true content and meaning and deny the allegations and implications in Paragraph 52 that are inconsistent with the log, which speaks for itself.

53. Except to admit (1) that Robert had a call with David on April 18, 2022, (2) that they discussed Jump, and (3) that Robert represented to David that Jump was proposing an acquihire, Defendants deny the allegations in the first sentence of Paragraph 53. Defendants lack sufficient information to form a belief as to the truth of the allegation concerning David's understanding, and on that basis, deny the allegation. Defendants admit that Robert invited David to join a call with Mr. Kariya.

54. Defendants admit the first sentence of Paragraph 54. For the quotes from messages, Defendants refer to the messages for their true content and meaning and deny any allegation or implication inconsistent with the actual messages, which speak for themselves.

55. Defendants deny the allegations in the first sentence of Paragraph 55. For the quotes from messages, Defendants refer to the text messages for their true content and meaning and deny any allegation or implication inconsistent with the actual messages, which speak for themselves.

56. For the quotation, Defendants refer to the message itself for its true content and meaning and deny any allegation or implication inconsistent with the message, which speaks for itself. Defendants also refer to the OtterSec Agreements for their true content and meaning and deny any allegations or implications inconsistent with the actual OtterSec Agreements, which speak for themselves. Defendants deny the implication that Robert denied they had executed Agreements. Defendants further deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto.

57. Except to admit that Mr. Claudius requested additional details from Robert, Defendants deny the allegations in Paragraph 57. For the quoted language, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

58. Defendants deny that David was unaware of Robert's discussions with Mr. Kariya the day before. Defendants admit that Mr. Kariya conveyed a proposal during the call. Defendants otherwise deny the allegations in the first two sentences of Paragraph 58. Defendants deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto. Defendants lack sufficient information to form a belief as to the truth of the allegations in the last sentence of Paragraph 58, and on that basis, deny the allegations. With respect to the last sentence of Paragraph 58, Defendants further deny the implication that the proposal conveyed to David would not initially include him or an acquisition of Sam Chen's membership interest in OtterSec.

59. Defendants admit the allegations in the first sentence of Paragraph 59. Defendants deny all the remaining allegations in Paragraph 59. For the quoted language, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves. Defendants deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto.

60. Except to admit that Robert followed up with Messrs. Claudius and Kariya, Defendants deny the allegations in Paragraph 60.

61. Except to admit that Mr. Kariya sent Jump's offer to Robert by text message, and that David had stopped communicating with Robert by this point, Defendants deny the allegations

in Paragraph 61. For the quoted text, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

62. Except to admit that Robert discussed Mr. Wang and Mr. Chow with Mr. Claudius, Defendants deny the rest of the allegations in the first sentence of Paragraph 62. For the second and third sentences of Paragraph 62, Defendants refer to the quoted messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

63. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

64. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

65. Defendants deny the allegations in Paragraph 65.

E. Defendants deny the allegations in the unnumbered header “E.”

66. Except to admit that David continued to work for OtterSec after April 16, 2022, Defendants deny the allegations in Paragraph 66.

67. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 67, and on that basis, deny the allegations.

68. Defendants deny the allegations in Paragraph 68. As to allegations concerning David’s perceptions, Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 68, and on that basis, deny the allegations.

69. Defendants deny the allegations in Paragraph 69.

70. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 70, and on that basis, deny the allegations.

71. Except to admit that David took code and other property from OtterSec, Defendants deny the allegations in the first sentence, including that the code was “personal.” Defendants deny the allegations in the second sentence of Paragraph 71.

72. Defendants admit the allegation in the first sentence of Paragraph 72. Defendants deny the allegation in the second sentence of Paragraph 72.

73. Except to admit that Robert made additional requests for information and materials from David, Defendants deny the allegations in Paragraph 73.

74. Defendants deny the allegations in Paragraph 74, except for the allegation that “[n]either Sam nor David agreed with Robert’s position,” for which Defendants lack sufficient information to form a belief as to its truth, and thus deny it on that basis.

75. Defendants deny the allegations in Paragraph 75.

76. Except to admit that David requested logs of discussions, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

77. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves. The last sentence of Paragraph 77 also contains a legal assertion, to which no response is required.

78. Except to admit that David did not point it out at the time, Defendants deny the allegations in Paragraph 78. Defendants also refer to the Operating Agreement and the First Amendment for their true content and meaning, and deny any allegations and implications inconsistent with those documents, which speak for themselves. Paragraph 78 also contains legal assertions, to which no response is required.

79. Paragraph 79 contains legal assertions for which no response is required, but to the extent a response is required, Defendants deny the allegations in Paragraph 79. Defendants otherwise deny all the allegations in Paragraph 79.

80. Except to admit that the parties did not reach an agreement, Defendants deny the allegations in Paragraph 80.

81. Defendants deny the allegations in Paragraph 81. For the quoted text, Defendants refer to the message for its true content and meaning, and deny any allegations or implications inconsistent with the message, which speaks for itself.

82. Defendants admit that Iqan Fadaei was OtterSec's attorney. Defendants refer to the email itself for its true content and meaning and deny any allegations or implications inconsistent with the email, which speaks for itself.

83. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

84. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

85. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

86. For the quoted text, Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages,

which speak for themselves. Defendants lack sufficient information to form a belief as to the truth of the allegations in the second sentence of Paragraph 86, and on that basis, deny them.

87. Defendants deny that Robert refused to share documents and information with David. For the quoted text, Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

88. Paragraph 88 contains legal assertions for which no response is required. To the extent that a response is required, Defendants deny the allegations in Paragraph 88.

89. Defendants lack sufficient information to form a belief as to the truth of the allegation in the first clause of Paragraph 89 and on that basis, deny it. For the second clause of Paragraph 89, Defendants refer to the email itself for its true content and meaning and deny any allegations or implications inconsistent with the email, which speaks for itself.

90. Defendants admit that Mr. Fadaei's email was preceded by a discussion between counsel. For the quoted text Defendants refer to the email itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the email, which speaks for itself. Defendants otherwise deny all the allegations in Paragraph 90.

91. For the quoted text Defendants refer to the email itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the email, which speaks for itself. Defendants otherwise deny all the allegations in Paragraph 91.

92. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

93. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

94. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

95. Paragraph 95 contains legal assertions for which no response is required. To the extent that a response is required, for the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

96. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

97. Defendants admit the allegations in the first sentence of Paragraph 97 and the allegation in the second sentence that OtterSec had not dissolved as of July 13, 2022. The second sentence of Paragraph 97 otherwise contains legal assertions with respect to the OtterSec Operating Agreement for which no response is required.

98. Paragraph 98 contains legal assertions for which no response is required. To the extent that a response is required, for the quoted text Defendants refer to the Amendment to Operating Agreement of OtterSec LLC, dated August 15, 2022 (the “Second Amendment”) for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the Second Amendment, which speaks for itself. Defendants otherwise deny the allegations in Paragraph 98.

99. Defendants deny the allegations in Paragraph 99.

100. Except to admit that Defendant Robert Chen formed Defendants Otter Audits and RC Security, Defendants deny all the allegations in Paragraph 100, which also contains legal assertions for which no response is required.

101. For first sentence of Paragraph 101, Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself. For the second sentence of Paragraph 101, Defendants admit that Articles of Dissolution for OtterSec were filed with the Wyoming Secretary of State and that the Wyoming Secretary of State stamped these as having been filed on October 6, 2022. Defendants refer to the Articles of Dissolution themselves for their true content and meaning and deny any allegations or implications in Paragraph 101 that are inconsistent with the Articles of Dissolution. Defendants otherwise deny all the allegations in Paragraph 101.

102. Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

103. Defendants deny all the allegations in Paragraph 103. Paragraph 103 also contains legal assertions for which no response is required.

104. Defendants admit that Defendant Robert Chen formed Defendants Otter Audits and RC Security in South Dakota and otherwise deny all the allegations in Paragraph 104, except to the extent that Paragraph 104 contains legal assertions for which no response is required.

105. Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

106. Defendants admit that Plaintiff purports to describe the website at <http://osec.io> and purports to draw conclusions from that website, but deny those conclusions. Defendants refer to the website itself for its true content and meaning and, except as so referred, deny all the allegations in Paragraph 106. Defendants further deny that Defendants Robert Chen or RC Security have used the OtterSec website, name, or logo. Defendants otherwise deny all the allegations in Paragraph 106.

107. Defendants deny that Defendants Robert Chen or RC Security have used the OtterSec social media account or verified Twitter account. Paragraph 107 contains a legal assertion for which no response is required. Defendants otherwise deny all the allegations in Paragraph 107.

108. Defendants admit that Plaintiff purports to describe the website at http://twitter.com/osec_io and purports to draw conclusions from that website, but deny those conclusions. Defendants refer to the website itself for its true content and meaning and, except as so referred, deny all the allegations in Paragraph 108. Defendants deny the implication that Defendants Robert Chen or RC Security have used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts. Defendants otherwise deny all the allegations in Paragraph 108.

109. Paragraph 109 consists of legal assertions for which no response is required, but to the extent any such response is required, Defendants deny all the allegations in Paragraph 109.

110. Paragraph 110 consists of legal assertions as to which no response is required, but to the extent any such response is required, Defendants deny all the allegations in Paragraph 110.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

111. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–110 of the Complaint as if made in response to Paragraph 111.

112. Paragraph 112 consists of legal assertions as to which no response is required, but to the extent any such response is required, Defendants admit that Defendant Otter Audits has used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts, but Defendants otherwise deny all the allegations in Paragraph 112, including the implication that Defendants Robert Chen or RC Security have used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts.

113. Paragraph 113 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 113.

114. Paragraph 114 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 114.

115. Paragraph 115 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 115.

116. Paragraph 116 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 116.

117. Paragraph 117 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 117.

118. Paragraph 118 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 118.

119. Paragraph 119 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 119.

120. Paragraph 120 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 120.

121. Paragraph 121 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 121.

122. Paragraph 122 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 122.

SECOND CAUSE OF ACTION

123. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–122 of the Complaint as if made in response to Paragraph 123.

124. Paragraph 124 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 124.

125. Paragraph 125 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 125.

126. Defendants admit that Plaintiff makes the contentions described in Paragraph 126, but deny the allegations described, as further detailed herein.

127. Paragraph 127 contains legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 127 except to admit that Plaintiff makes the contentions described in Paragraph 127. Defendants deny the allegations described, as further detailed in Paragraphs 1-127.

128. Paragraph 128 contains legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 128 except to admit

that Plaintiff makes the contentions described in Paragraph 128. Defendants deny the allegations described, as further detailed in Paragraphs 1-128.

129. Paragraph 129 consists of a demand for legal relief to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 129.

130. Paragraph 130 consists of a demand for legal relief to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 130.

THIRD CAUSE OF ACTION

131. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–130 of the Complaint as if made in response to Paragraph 131.

132. Paragraph 132 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 132.

133. Paragraph 133 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 133.

134. Paragraph 134 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 134.

135. Paragraph 135 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 135.

136. Paragraph 136 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 136.

FOURTH CAUSE OF ACTION

137. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–136 of the Complaint as if made in response to Paragraph 137.

138. Paragraph 138 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 138.

139. Paragraph 139 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 139.

140. Paragraph 140 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 140.

141. Paragraph 141 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 141.

142. Paragraph 142 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 142.

143. Paragraph 143 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 143.

144. Paragraph 144 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 144.

145. Paragraph 145 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 145.

FIFTH CAUSE OF ACTION

146. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–145 of the Complaint as if made in response to Paragraph 146.

147. Paragraph 147 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 147.

148. Paragraph 148 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 148.

149. Paragraph 149 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 149.

150. Paragraph 150 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 150.

SIXTH CAUSE OF ACTION

151. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–150 of the Complaint as if made in response to Paragraph 151.

152. Defendants refer to the OtterSec’s Operating Agreement, First Amendment, and Second Amendment themselves for their true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with those documents, which speak for themselves and, except as so referred, and except insofar as Plaintiff’s interpretation of those documents is a legal assertion to which no response is required, Defendants deny all the allegations in Paragraph 152.

153. Paragraph 153 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 153.

154. Paragraph 154 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 154.

155. Paragraph 155 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 155.

SEVENTH CAUSE OF ACTION

156. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–155 of the Complaint as if made in response to Paragraph 156.

157. Paragraph 157 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 157.

158. Paragraph 158 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 158.

159. Paragraph 159 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 159.

EIGHTH CAUSE OF ACTION

160. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–159 of the Complaint as if made in response to Paragraph 160.

161. Paragraph 161 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 161.

162. Paragraph 162 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 162.

163. Paragraph 163 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 163.

164. Paragraph 164 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 164.

165. Defendants deny all of the allegations of the Complaint not specifically admitted above and deny that Plaintiff is entitled to any relief from any of the Defendants.

JURY DEMAND

Defendants demand a trial by jury of all issues so triable.

AFFIRMATIVE DEFENSES

1. The Complaint and each of its causes of action fail to state a claim upon which relief can be granted.
2. Plaintiff lacks standing to assert some or all of the claims or to obtain the relief sought in the Complaint.
 - a. Plaintiff is not engaged in commerce, lacks any commercial interest, never possessed any of the marks in question, and therefore lacks a cause of action under the Lanham Act. For the same reasons, Plaintiff cannot bring a claim for tortious interference.
 - b. Defendants owed no fiduciary duties to the Estate or Sam Chen.
 - c. Plaintiff, the personal representative of the Estate, was never a member of OtterSec, LLC and thus cannot pursue claims for breach of fiduciary duty.
3. Plaintiff's claims for breach of fiduciary duty and aiding and abetting breach of fiduciary duty fail because Plaintiff did not bring a derivative action and cannot meet the statutory requirements to bring a derivative action. Wyo. Stat. Ann. §§ 17-29-902 to 904.
4. Plaintiff's claims for fraud and aiding and abetting fraud fail because Plaintiff has not stated with particularity the circumstances constituting fraud or mistake as required by Federal Rule of Civil Procedure 9(b).
5. Plaintiff's claims for fraud and misappropriation and conversion and Plaintiff's demand for an accounting fail because Defendants never withheld such funds and information from the Plaintiff.

6. Plaintiff's claim for breach of contract fails because Section 1.8 of the Operating Agreement was not violated. Section 1.3 of the Operating Agreement not only permitted, but required dissolution of OtterSec following Sam's death, and Plaintiff has identified no breach of the contract by Defendant Robert Chen other than the dissolution of OtterSec. Plaintiff's claims for breach of fiduciary duty, misappropriation and conversion, and Plaintiff's demand for a declaratory judgment also fail for the same reasons.

7. Plaintiff has not made a proper demand for the property Defendants have allegedly misappropriated and converted, and therefore she may not pursue a misappropriation and conversion claim.

8. Plaintiff's claim for misappropriation and conversion further fails because Defendants do not hold any money or property belonging to Plaintiff and because Plaintiff's interest, if any, in OtterSec, remains in OtterSec's bank account which holds the funds Defendant Robert Chen paid for OtterSec's assets and from which no distributions of profits have been made.

9. Plaintiff's claims for breach of fiduciary duty and conversion fail, and Plaintiff is not entitled to a declaratory judgment stating that Defendants breached any fiduciary duties or converted and misappropriated assets because Plaintiff never had legal title to any of the assets at issue and because they were legitimately purchased by the Defendants.

10. Plaintiff's claims fail under the doctrine of license because Defendant Robert Chen acted within his rights as the sole surviving member of OtterSec.

11. Plaintiff is not entitled to an accounting. This is the case either because Plaintiff has brought no other viable claims or, in the alternative, because Plaintiff has brought at least one other viable claim, in which case an accounting is not necessary.

12. Plaintiff is not entitled to a declaratory judgment because it has not brought any other viable claims.

13. Plaintiff's claims for misappropriation and conversion, breach of contract, and Plaintiff's demand for an accounting all fail because, under Wyoming law, the death of a member of a Wyoming LLC results in that person being dissociated as a member of the LLC, terminates the deceased member's person's right to participate as a member in the management and conduct of the company's activities, and provides the transferee receiving the deceased member's transferrable interest, if any, with only the rights available to a trustee (not those available to a member of the LLC). *See* Wyo. Stat. Ann §§ 17-29-602, 17-29-603.

14. Plaintiff is not entitled to an accounting because it never issued a proper demand for information available to it under Wyoming Law. *See* Wyo. Stat. Ann §§ 17-29-504, 17-29-410.

15. Plaintiff is not entitled to an accounting of any transactions that took place prior to the dissolution of OtterSec because in a dissolution and winding up of a Wyoming LLC, a transferee is entitled to an account of the company's transactions only from the date of dissolution. *See* Wyo. Stat. Ann. § 17-29-502.

16. To the extent that Plaintiff's claims are brought against Defendants Otter Audits and RC Security as successors to OtterSec, and to the extent that claims against Defendants Robert Chen seek to pierce the corporate veil of OtterSec to hold him personally liable for actions he took in his corporate capacity, Plaintiff's claims are barred under Wyo. Stat. Ann. § 17-29-703(c).

17. Plaintiff is barred from seeking or obtaining some or all of the relief she requests by the doctrines of waiver, laches and/or acquiescence.

18. Plaintiff is estopped from pursuing the Complaint, in whole or in part, because Plaintiff's alleged injury was caused by Plaintiff's own actions.

19. Plaintiff's claims are barred in whole or in part by the doctrine of accord and satisfaction.

20. Plaintiff has not alleged facts that would justify piercing the corporate veils of OtterSec LLC and Defendants RC Security and Otter Audits to hold Defendant Robert Chen liable for actions taken by those corporations.

21. Any alleged harm suffered by Plaintiff was not directly or proximately caused by any conduct by Defendants, or by any person or entity whose acts may be attributed to Defendants for any reason, including theories of successor liability.

22. Any alleged harm suffered by the Plaintiff was the proximate result of the acts and/or omissions of parties over whom Defendants exercised no control.

23. Defendant Robert Chen cannot be held liable for actions or omissions he took, in his role as the Chief Executive Member of OtterSec, in good faith and to promote the best interests of the Company, per Section 4.7 of the OtterSec Operating Agreement and First Amendment.

24. Defendants cannot be held liable for punitive damages because none of the Defendants, nor any of Defendants' Otter Audits or RC Security's, officers, directors, managing agents, or employees acted with actual or express malice.

25. Plaintiff is equitably estopped from recovering on her claims because David Chen, acting on behalf of Sam Chen and/or his Estate, contributed to the breakdown of communications and relations between Robert Chen and Sam Chen and/or his estate.

26. Plaintiff's claims are barred, as presented here, under the doctrine of defect of parties because David Chen is not a party to this lawsuit and because resolving any claims in favor of Plaintiff without first joining David Chen as a plaintiff would subject Defendants to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations.

27. Plaintiff's claims are barred, in whole or in part, because they did not accrue prior to Sam Chen's death, and thus Plaintiff has no cause of action under Maryland Code, Estates and Trusts, § 7-40(y)(1).

28. Plaintiff's claim for breach of contract fails because Plaintiff lacks privity with Defendants.

Respectfully submitted,

Dated: April 12, 2024

/s/ Rachel Clattenburg
Rachel Clattenburg
Joshua A. Levy, *pro hac vice*
Kevin P. Crenny, *pro hac vice*
Justin DiCharia, *pro hac vice*
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Tel: (202) 845-3215
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rnc@levyfirestone.com
jal@levyfirestone.com
kcrenny@levyfirestone.com
jdicharia@levyfirestone.com

Counsel for Defendants

CERTIFICATE OF SERVICE

I certify that on April 12, 2024, I filed the foregoing Amended Answer of Defendants Robert Chen, Otter Audits LLC, and RC Security LLC via CM/ECF which serves a copy on all counsel of record.

/s/ Rachel Clattenburg

Rachel Clattenburg

EXHIBIT 1

AMENDED OPERATING AGREEMENT

FOR

OtterSec LLC

A MULTIPLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1. **FORMATION.** The members have formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution;
 - (b) Any event which causes the Company's business to become unlawful; (c) The death, resignation, expulsion, bankruptcy, retirement of a member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), if there are at least two remaining members, those members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining members within ninety (90) days after the occurrence of an event described in Section 1.3(c). If not exercised, the right of the members to continue the business of the Company will expire.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the members.
- 1.7. **THE MEMBERS.** The name and residential address of each member are listed in Certification of Member section of this agreement.
- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The members will not initially contribute capital to the Company.

2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III Profits, Losses and Distributions

3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the members in proportion to each member's capital interest in the Company as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.

3.2. **DISTRIBUTIONS.** The members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV Management

4.1. **MANAGEMENT OF THE BUSINESS.** The members are responsible for the management of the Company.

4.2. **MEMBERS.** The liability of the members will be limited according to state law. No member is an agent of any other member of the Company, solely by reason of being a member.

4.3. **POWERS OF MEMBERS.** All members are authorized on the Company's behalf to make decisions as to:

- (a) the sale, development, lease, or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets;
- (c) the management of all or any part of the Company's assets;
- (d) the borrowing of money and the granting of security interests in the Company's assets;
- (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;
- (f) the compromise or release of any of the Company's claims or debts;

- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The members are further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and

(z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **CHIEF EXECUTIVE MEMBER.** The members may elect a Chief Executive Member. The Chief Executive Member has primary responsibility for managing the operations of the Company and for carrying out the decisions of the members. If a Chief Executive Member is elected, then the powers listed in Section 4.3 shall be held by the Chief Executive Member. If a Chief Executive Member is elected, then the other members will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The Chief Executive Member may seek advice from the members, but need not follow such advice.
- 4.5. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the members may designate. Pursuant to the powers listed in Section 4.3, the members have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.6. **COMPANY INFORMATION.** The Chief Executive Member must supply information regarding the company or its activities to any member upon request. Any member, or their authorized representative, will have access to and may inspect and copy all books, records, and materials in the Chief Executive Member's possession regarding the Company or its activities. Access and inspection of information will be at the requesting member's expense.
- 4.7. **EXCULPATION.** Any act or omission of the Chief Executive Member, the effect of which may cause loss or damage to the Company or the members, if done in good faith to promote the best interests of the Company, will not subject the Chief Executive Member to any liability.
- 4.8. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.9. **RECORDS.** The members must keep the following at the company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each member;
 - (b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;
 - (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;

(d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V Compensation

- 5.1. **MANAGEMENT FEE.** Any member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

- 6.1. **BOOKS.** The Chief Executive Member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The members may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The members must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
- (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;
- and decreased by:
- (x) Distributions to the member in reduction of Company capital;
 - (y) The member's share of Company losses if charged to his or her capital
- 6.3. **REPORTS.** The Chief Executive Member will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII Transfers

- 7.1. **ASSIGNMENT.** If a member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that member must first make a written offer to sell his or her interest to the other members at a price determined by mutual agreement. If the other members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled.

ARTICLE VIII Dissolution

8.1. **DISSOLUTION.** The member(s) may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the member or the members interests. The dissolution may only be ordered by the member(s), not by the owner of the members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member as of this 16th day of April, 2022. The undersigned also acknowledge that **this document amends the original operating agreement** signed on February 14th, 2022.

Members:

Name: Robert Chen. Percent 60%

X: DocuSigned by:
Robert Chen
3A25989FD99E4E7...

Address: 4710 142nd PL SE Bellevue WA 98006

Name: Sam Chen. Percent 40%

X: DocuSigned by:
Sam Chen
34E4F53B2A0A419...

Address: 13717 Travilah Rd Rockville Md 20850

EXHIBIT 2



OtterSec-

---- archive ---- / standup

share what you're doing! <https://www.notion.so/Obbcd36926374b36bc9fc9c7a38df777?v=7fbb256349ef4bad93ac81db10eefca5>

Between 4/12/2022 12:00 AM and 4/14/2022 12:00 AM

ra 4/12/2022 5:39 AM
Feel like we'll have to leek a lot of alpha to pick a fight with them lol
Like our bot cluster but w/e

nojob 4/12/2022 5:41 AM
lmao

ra 4/12/2022 6:14 AM
Give quote to UXD

NotDeGhost 4/12/2022 9:59 AM
time to call jump crypto

- hhofstadt@jumptrading.com
- Kanav Kariya
- notdeghost@osec.io

ra Give quote to UXD
ra 4/12/2022 10:00 AM
They did not like it

EhhThing 4/12/2022 10:04 AM
oh btw I have a friend that's interning @ jump crypto next term, who might be interested in joining osec afterward 🙄 (edited)
🙄 1

NotDeGhost 4/12/2022 10:28 AM
🙄🙄
do they do security?

NotDeGhost 4/12/2022 9:10 PM
cashio + serum code review
+ call w/ jump crypto president

ra 4/13/2022 6:15 AM
finish blog post with strellic + work on serum with cppio + avoid dying of covid
also check out waev's stuff
followup with ppl from miami in general

kchow 4/13/2022 10:48 AM
cashio + pyth staking/governance code review

hgarrereyn 4/13/2022 3:48 PM
jet-margin writeup

EXHIBIT 3



ra 4/5/2022 11:28 PM

2 days

Yea



NotDeGhost 4/5/2022 11:28 PM

tbh i think in the future

not both of us should go

to these kinda events

or mby we should alternate going this time

we have too many audits to do



ra 4/5/2022 11:28 PM

And 1 should grin



NotDeGhost 4/5/2022 11:28 PM

yeah



ra 4/5/2022 11:29 PM

Ehh I was kinda planning on just going in the morning, coming back for the afternoon



NotDeGhost 4/5/2022 11:29 PM

o ok

yeah i can go in the afternoon lol



ra 4/5/2022 11:29 PM

Nap on the afternoon

+you don't wake up until like 10:30 lol

I think it's better if we stay together tho for communication

Altho ig we're not rllly working on the same things anymore



ra Also cousin with me

ra 4/5/2022 11:36 PM

Last minute thing lol



NotDeGhost 4/6/2022 12:09 AM

kk

yeah u should come over and we can

work in the airbnb



NotDeGhost 4/9/2022 9:35 AM

<https://discord.com/channels/428295358100013066/689412830075551748/962367207684341781>



NotDeGhost 4/9/2022 11:06 AM

 NDA.docx
288.55 KB

this should work



ra 4/9/2022 11:07 AM

Kk

Will send to them later



ra pinned a message to this channel. 4/9/2022 11:08 AM



NotDeGhost 4/10/2022 11:48 AM

u should do biweekly

ie do one like tues



NotDeGhost 4/10/2022 1:24 PM

can u send 4250 USDC to 63pRptL8cTBMfVBDeywBa7Cvgnc7eW6CVr8vREAjZex6



NotDeGhost 4/10/2022 2:07 PM

can u do it like wednesday

or smth

bi-weekly



NotDeGhost u should do biweekly

ra 4/10/2022 2:09 PM

Sync with cppio?



NotDeGhost 4/10/2022 2:09 PM

yes



NotDeGhost can u send 4250 USDC to 63pRPtL8cTBMfVBDeYwBa7Cvgnc7eW6CVr8vREAjZex6

ra 4/10/2022 2:10 PM

Don't have any keys on my laptop sorry

I can ask my brother to do it tho I think

What do you need it for



NotDeGhost 4/10/2022 2:11 PM

pay arin

no rush

u can do it when u get back



ra 4/10/2022 2:11 PM

Ok



NotDeGhost 4/10/2022 2:11 PM

also does biweekly work for serum



ra 4/10/2022 2:11 PM

Wait can't we pay him in usd



NotDeGhost 4/10/2022 2:11 PM

uhh

it's fine dwai

usdc less fees

u should also ask tria to sit in



ra 4/10/2022 2:12 PM

?? Wait what did you do with arin



NotDeGhost 4/10/2022 2:12 PM

the bot sale

bruh



ra 4/10/2022 2:12 PM

Ohhh

thought it was wages or smth and was like ???



NotDeGhost 4/10/2022 2:13 PM

lol



NotDeGhost also does biweekly work for serum

ra 4/10/2022 2:13 PM

idk if there's that much to sync



NotDeGhost 4/10/2022 2:13 PM

well the point would be to



ra 4/10/2022 2:13 PM

Like even weekly because no bugs

ldk



NotDeGhost 4/10/2022 2:13PM

talk abt what u found

like attack surface wise

i feel like working together is more productive too



ra 4/10/2022 2:14PM

already did that day one

attack surface doesn't rllly appear mid audit or smth



NotDeGhost 4/10/2022 2:14PM

also to motivate him



ra 4/10/2022 2:14PM

ok I can physically show up to cmu

Wait shit I have COVID spring break plans ruined fuckkk



NotDeGhost 4/10/2022 2:15PM

rip



ra 4/10/2022 2:15PM

Fuck florida



NotDeGhost i feel like working together is more productive too



ra 4/10/2022 2:15PM

Anyways was hoping to come to cmu in person to do this

Because sitting on call in silence is kinda no bueno too



NotDeGhost 4/10/2022 2:16PM

ok well we need

smth to show them soon



ra 4/10/2022 2:16PM

I think that could have been because I'm kinda fucked this week tho so



NotDeGhost 4/10/2022 2:16PM

like we cannot screw up this audit



ra 4/10/2022 2:17PM

I know mf I know I just woke up pls fjjfjjfjjfjjfj

Sorry but kinda grumpy woke up feeling feverish again



NotDeGhost 4/10/2022 2:17PM

hm i feel like screensharing code and

working together is not a bad thing

ok whatever we can figure it out later

from my experience cppio is just hard to motivate

so u need to sit down w/ him



ra 4/10/2022 2:18PM

Yeah I think that's ok didn't do that bc laptop will do that at home setup

Sure



NotDeGhost 4/10/2022 2:18PM

kk u should ask him to schedule it wed



NotDeGhost ok well we need



ra 4/10/2022 2:20PM

just smol thing but how is this a "ok well" moment kinda annoying like how does my shitty attitude towards holding a meeting relate to not knowing that this audit is important



NotDeGhost 4/10/2022 2:21PM

o ig i just meant
imo u should priotize this above all else
like u can push meetings onto me
and other stuff
or like other stuff that's blocking u



ra 4/10/2022 2:22PM

ok
yea I gotcha



NotDeGhost 4/10/2022 2:24PM

but like in return u should put a lotta time into serum
like im handling all the other audits rn
so u can do this



ra 4/10/2022 2:25PM

yeah makes sense I was avoiding meetings bc I thought the last one was awkward not because I didn't want to spend the time sriry I implied I was trying to ditch work or some crap



NotDeGhost 4/10/2022 2:25PM

ah kk np
yeah hm, tbh we should have more coworking sessions
i think it helps connect w/ ppl and
motivates them
u should ask tria to join i think
o wait actually before u start on serum for today, can u write a poc for jet margin liquidation + close account dos
<https://docs.google.com/document/d/1TdAJF9xlfq64mTJL54vJ7m-ptqs7WlxpG1exLXeSTKI/edit>
OS-JET-ADV-01
is the close account thing
liquidation bug is just that they have users claim liquidations but
you can just claim ur own account as liquidtable



NotDeGhost u should ask tria to join i think

ra 4/10/2022 2:32PM

yea sure



NotDeGhost 4/10/2022 2:32PM

and then `liquidatoin_end + liquidation_begin` it to endlessly lock it



ra 4/10/2022 2:33PM

Oh I rember that is this jet-v1?



NotDeGhost 4/10/2022 2:33PM

no
jet margin



ra 4/10/2022 2:33PM

Huh ok same pattern



NotDeGhost 4/10/2022 2:34PM

wait jet v1 does not have
liquidation lockign



ra 4/10/2022 2:34PM

It did I think



NotDeGhost 4/10/2022 2:34PM

no



ra 4/10/2022 2:34PM

O wait mb

Something else

I think ocygen

Oxygen



NotDeGhost 4/10/2022 2:35PM

o ok



ra 4/10/2022 2:35PM

Also sorry I kinda feel bad physically rn so idt I should be making decisions rn bc I just wanna eat smth and sleep more rn lol

Any decisions I make now will not be long term minded



NotDeGhost 4/10/2022 2:36PM

hm writing pocs is braindead stuff so u can prob do that

finding vulns requires being awake



ra 4/10/2022 2:36PM

yea

Going to get smth to eat first tho



NotDeGhost 4/10/2022 2:39PM

kk

pls by like 10 pm est or smth

gotta get this in to them before the call tmrw



NotDeGhost i think it helps connect w/ ppl and

ra 4/10/2022 2:40 PM

Lemme get back to you on this shit when I'm not hungry and tired



NotDeGhost 4/10/2022 2:40 PM

kk (edited)



ra 4/10/2022 2:40 PM

Ok



NotDeGhost you can just claim ur own account as liquidtable

ra 4/10/2022 5:54 PM

They already have a test that seems to show that it's intended behavior(`no_one_else_can_liquidate_after_liquidate_begin` in hosted liquidate tests)



NotDeGhost is the close account thing

ra 4/10/2022 5:54 PM

Finished poc for this



ra They already have a test that seems to show that it's intended behavior(`no_one_else_can_liquidate_after_liquidate_begin` in hosted liquidate...

ra 4/10/2022 5:58 PM

So we probably need to explain why this is bad



ra They already have a test that seems to show that it's intended behavior(`no_one_else_can_liquidate_after_liquidate_begin` in hosted liquidate...

NotDeGhost 4/10/2022 6:04 PM

did u cancel and redo it

and show timer extended ig

that's the main implica



ra 4/10/2022 6:13 PM

Kk

Uhh they have tests at the bottom commenting that test runtime clock doesn't work rip



NotDeGhost 4/10/2022 6:15 PM

harry got it working

check his pr



ra 4/10/2022 6:15PM
Kk

27 minutes ago lol nice



NotDeGhost liquidation bug is just that they have users claim liquidations but

ra 4/10/2022 6:47PM

The bug is actually diff lol

You can't actually restart liquidation

From same liquidator

Because account is initialized

So if you actually get liquidated once and then you get liquidated again before account is purged from runtime, the same liquidators that attempted a liq can't

Who found this bug btw?



NotDeGhost 4/10/2022 6:49PM

me

uhh



ra So if you actually get liquidated once and then you get liquidated again before account is purged from runtime, the same liquidators that attempted a liq can't

ra 4/10/2022 6:49PM

Same issue as before with create account -> close account -> create account



NotDeGhost 4/10/2022 6:49PM

ig u can do it with a diff bot account



ra 4/10/2022 6:49PM

Yeah



NotDeGhost 4/10/2022 6:49PM

so still an issue



ra 4/10/2022 6:49PM

Yeah

Just seems like this caused a diff bug

Than intended lol

Because bots don't usually create new keypairs randomly lol



NotDeGhost 4/10/2022 6:50PM

yeah

so both issues



NotDeGhost me

ra 4/10/2022 6:50PM

O was going to ask so I could dm for more efficient com lol



NotDeGhost 4/10/2022 6:51PM

lol

wait r u sure it doesn't get cleanedup

like next slot



ra 4/10/2022 7:02PM

Not sure

Probably

But ig kinda bug

Also ur missing meeting with daryl

Daryl



NotDeGhost 4/10/2022 7:08PM

yeah was eating



ra 4/10/2022 7:08 PM

I got it



NotDeGhost 4/10/2022 7:41 PM

<https://free.streamflow.finance/vesting>

does this owrk

at port



ra 4/10/2022 7:44 PM

Idk would have to get home

Don't have access to osec wallet rn



NotDeGhost 4/10/2022 7:45 PM

kk

bruh why does O2 have

the pool config diff

wait

oh u renamed



ra 4/10/2022 7:48 PM

Yea

To match doc



NotDeGhost 4/10/2022 7:48 PM

wait so u did poc for close

but not liquidate yet right



ra 4/10/2022 7:48 PM

Yes



NotDeGhost 4/10/2022 7:50 PM

https://docs.google.com/document/d/1FK94XB7n0zamgayJ0kNcsae4qB7zLSx_ASQgBf7Q9aU/edit

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also this is the actual doc btw

the other one is just s3v3ru5's thing



NotDeGhost 4/10/2022 8:42 PM

ok i dunno what ur liquidation poc is doing

or why the diff is so big

so ima just not do it for now



ra 4/13/2022 7:39 AM

who are we having do the second cashio audit btw



NotDeGhost 4/13/2022 7:40 AM

kevin



ra 4/13/2022 7:41 AM

no like didn't cashio want a second auditing firm



NotDeGhost 4/13/2022 7:43 AM


prob certik

they give us 5% rebate



ra 4/13/2022 7:44 AM

ok ic

 ra 4/13/2022 9:21AM
ratio finance is atrix btw

 NotDeGhost 4/13/2022 9:21AM
no?
i met their dudes


 ra 4/13/2022 9:22AM
o wait nvm
was looking at this <https://twitter.com/ProjectSerum/status/1513986135848071168>

Serum 💧 (@ProjectSerum)


A new grant proposal from @RatioFinance is now live on the forum proposing a 500k \$SRM grant requesting \$SRM to be used for farming rewards in the USDr-USDC stable-stable pool on @AtrixProtocol

Read the proposal here: 📄



<https://t.co/38asRtQ1B5>


 Twitter • 4/12/2022 2:03 PM

just assumed that atrix == ratio because i thought atrix would be requesting the lm rewards
also according to soju
they're very scuffed dev side

 NotDeGhost 4/13/2022 9:24 AM
o
i met their lead dev
he likes me so

 ra 4/13/2022 9:24 AM
yea soju said they formed their whole dev team after raising


 NotDeGhost he likes me so
 ra 4/13/2022 9:25 AM
nice
wonder what they raised at
if they have vc money to burn on audits, w/e lol



 NotDeGhost 4/13/2022 10:51 AM
can u make a spreadsheet of
all the bots please


 ra 4/13/2022 10:52 AM
kk
<https://docs.google.com/spreadsheets/d/1s2X1BaXx9tN-JWm8X9JWaYngGe9MtQ7gSZdoZnbUNQ/edit#gid=0>

Google Sheets - create and edit spreadsheets online, for free.

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 NotDeGhost 4/13/2022 11:29 AM
are pertark + hari doing actual work
i think we're overpaying both of them
am tempted to fire and replace w/ cmu students

 NotDeGhost i think we're overpaying both of them
 ra 4/13/2022 11:34 AM
yea proolly

 NotDeGhost 4/13/2022 11:41 AM
ok can u tell them to hop on a call w/ me today



ra 4/13/2022 11:43 AM

ill call w/ them

i have a call with patrick today already



NotDeGhost 4/13/2022 11:43 AM

ok



ra 4/13/2022 12:06 PM

ok finished firing patrick



NotDeGhost 4/13/2022 12:06 PM

kk

remove him from gh + discord pls



ra 4/13/2022 12:25 PM

who do we have on anchor static anal rn actually

defund is doing audits rn right

so is cppio

is ethan doing anything



NotDeGhost 4/13/2022 12:27 PM

no

ethan was busy w/ midterms but i dunno

ra who do we have on anchor static anal rn actually



NotDeGhost 4/13/2022 12:27 PM

vOldemort

u should ask him nicer

i deleted ur msg

or it's only been 3 days so

also u should remind pertark of the nda

and ask him to remove all files related to osec



ra 4/13/2022 12:34 PM

done

NotDeGhost u should ask him nicer



ra 4/13/2022 12:36 PM

aight can you ask then



NotDeGhost 4/13/2022 12:36 PM

i willin a but

bit



ra 4/13/2022 12:36 PM

kk



NotDeGhost 4/13/2022 12:36 PM

how is serum going



ra 4/13/2022 12:37 PM

going to work on it w/ cppio today



NotDeGhost 4/13/2022 12:37 PM

he's afk

u should just work on it

urself for now



ra 4/13/2022 12:37 PM

have been managing wallets/contacting ppl this morning



NotDeGhost 4/13/2022 12:37 PM
kk



ra 4/13/2022 12:37 PM
yea

need to get back to ppl from miami tho so will probably look at it tomorrow



NotDeGhost 4/13/2022 12:38 PM
??



ra 4/13/2022 12:38 PM
looking at waev's papers rn



NotDeGhost 4/13/2022 12:38 PM
it takes 9 hrs
to respond to ppl?



ra looking at waev's papers rn



NotDeGhost 4/13/2022 12:39 PM
what is this



ra 4/13/2022 12:39 PM
guy me/sam were talking to at azi's party
decentralized data analytics



NotDeGhost 4/13/2022 12:40 PM
ok responding to ppl should not take



ra 4/13/2022 12:40 PM
similar to google analytics



NotDeGhost 4/13/2022 12:40 PM
the whole day



ra 4/13/2022 12:41 PM
ik



ra have been managing wallets/contacting ppl this morning



ra 4/13/2022 12:42 PM
managing wallets was looking at a thing involving cashio lm mining on quarry
since they got hacked saber closed their stable pools



NotDeGhost 4/13/2022 12:42 PM
ok sure
u still need to do serum



ra 4/13/2022 12:42 PM
yes



NotDeGhost 4/13/2022 12:53 PM
rip serum asked us
ok i think we need to do weekly updates for projects



ra 4/13/2022 12:56 PM
yea solend has a weekly call to show what you did during the week



NotDeGhost 4/13/2022 12:56 PM
yeah but we need to do weekly updates for the
projects we audit
or else they'll ask us this and it looks rly bad



ra 4/13/2022 12:56 PM

o thought you were talking about voldemort

NotDeGhost or else they'll ask us this and it looks rly bad



ra 4/13/2022 12:57 PM

sure



NotDeGhost 4/13/2022 12:57 PM

ok so

we have nothing to show for serum rn?



ra 4/13/2022 12:57 PM

we do not



NotDeGhost 4/13/2022 12:58 PM

how is that possible

it's been like

1.5 weeks



ra 4/13/2022 12:58 PM

serum is nowhere on the same level as port/jet

in terms of professionalism

and code quality



NotDeGhost 4/13/2022 12:58 PM

ok well i was looking at it on the plane

and found some sus stuff so

in like 1 hr



ra 4/13/2022 12:59 PM

pls post in serum channel

and i'll look at it w/ cppio



NotDeGhost 4/13/2022 12:59 PM

wait i don't get how

u guys found nothing

i will share later



ra 4/13/2022 1:00 PM

can u send now so i can look at it now



NotDeGhost 4/13/2022 1:00 PM

no



ra 4/13/2022 1:00 PM

? why



NotDeGhost 4/13/2022 1:00 PM

u should look for it urself

if i can find it in an hr

ra serum is nowhere on the same level as port/jet



NotDeGhost 4/13/2022 1:01 PM

this is just bs



ra 4/13/2022 1:01 PM

in what way



NotDeGhost 4/13/2022 1:02 PM

ur claim that there are no vulns



ra 4/13/2022 1:02PM

i'm not claiming there are no vulns bc we don't know that



NotDeGhost 4/13/2022 1:02PM

no easy vulns



ra 4/13/2022 1:03PM

yes



NotDeGhost 4/13/2022 1:03PM

well if i can find it in 1 hr

evidently not



ra 4/13/2022 1:08PM

ok mb i did go into this audit with the preconception that serum's dev team is godly

and that was probably a bad mindset to take

as an auditor

ty for the insight

going to go take a nap first and take a look at serum-v4 with fresh eyes

ra and that was probably a bad mindset to take



ra 4/13/2022 1:20PM

gotta remember that everyone is just as human as you are

and its not arrogant to think that way (edited)

also jito labs meeting pog



ra 4/13/2022 1:30PM

u going to join?



NotDeGhost 4/13/2022 1:30PM

yes

ra going to go take a nap first and take a look at serum-v4 with fresh eyes



NotDeGhost 4/13/2022 1:56PM

yeah this is also why im not gonna tell u the bugs

im p sure it's a crit tho

or at least a high

NotDeGhost yeah this is also why im not gonna tell u the bugs



ra 4/13/2022 1:56PM

?

what is this



NotDeGhost 4/13/2022 1:56PM

for serum



ra 4/13/2022 1:56PM

this is also why

ra ok mb i did go into this audit with the preconception that serum's dev team is godly



NotDeGhost 4/13/2022 1:57PM

.

"this"



ra 4/13/2022 1:57PM

also can u handle the blog post with strellic

getting good vibes from serum rn



NotDeGhost 4/13/2022 1:57PM

ok



ra 4/13/2022 1:57PM
mindset is important



NotDeGhost 4/13/2022 2:01PM
u should at least note down
weird stuff
as u find it



ra 4/13/2022 2:11PM
btw



NotDeGhost 4/13/2022 2:12PM
ok
i dunno if we should fire hari
at least he did *something*



ra 4/13/2022 2:13PM
yeah



NotDeGhost 4/13/2022 2:14PM
wana do pomodoro
with kevin
u should try it



ra 4/13/2022 2:15PM
i used to do them
sure



NotDeGhost 4/13/2022 2:15PM
u should make a pomo channel
with a tomato emoji



ra 4/13/2022 2:15PM
i used to go to my friend's house to do them



NotDeGhost 4/13/2022 2:15PM
i think we should do more
work together things



ra 4/13/2022 2:16PM
yea sounds good



NotDeGhost with kevin



ra 4/13/2022 2:17PM
not rn bc im not sure how long this good vibe will last but mb tomorrow



NotDeGhost 4/13/2022 2:17PM
thonk
ok



ra 4/13/2022 2:17PM
being sick kinda slaps ngl
die for the first few days
get the best fuckin coding vibes for the next few days
or at least that's been my experience
a lot of the rust bot was written when i had a cold (edited)



NotDeGhost 4/13/2022 2:19PM
tfw



ra 4/13/2022 2:19PM

also just a note

you can't make me do smth by going like "well you have to"

my brain needs why

in this case i've decided its to prove that serum devs are not godly



NotDeGhost tfw

ra 4/13/2022 2:27PM

unfortunately pollen allergies do not work like this :(



NotDeGhost 4/13/2022 2:34 PM

tfw ok



ra 4/13/2022 3:15 PM

yea cppio is probably busy with exams or w/e rn

wdyt



NotDeGhost 4/13/2022 4:39 PM

yeah it's fine



NotDeGhost 4/14/2022 10:15 AM

it's kinda weird when u publically simp for cts

i think it's a bad look



NotDeGhost 4/14/2022 11:39 AM

why leave pomo



ra 4/14/2022 11:39 AM

taking a break to go walk outside



ra 4/14/2022 1:02 PM

please stop adhd means i can't control where the attention goes so if i get this kinda vibe i ride it while it lasts

i have no idea how long it will last

and what will break it



NotDeGhost 4/14/2022 1:03 PM

hm ok

tbh we're kinda on a roll though

i think this is a crit



ra 4/14/2022 1:03 PM

🙏 pls stop asking me to go do other stuff

when im vibing tho



NotDeGhost 4/14/2022 1:03 PM

okok

ok



ra 4/14/2022 1:04 PM

ty srry but its a very adhd thing adhd is a terrible name its not a lack of attention its a lack of control over direction of attention

my attention does whatever the fuck it wants and since its right where i want it right now im going to try to keep going



NotDeGhost 4/14/2022 4:37 PM

hey

we shoudl chat



ra 4/14/2022 4:38 PM

sure, now?



NotDeGhost started a call that lasted 5 minutes 4/14/2022 4:39 PM



NotDeGhost 4/14/2022 5:34 PM

also we are ok with
500k at 20 million right
for friends and family
talking to some potential vcs
thinking abt just giving everyone 50k



ra 4/14/2022 5:47 PM
what's the upside



NotDeGhost 4/14/2022 5:47 PM
connects



ra 4/14/2022 5:48 PM
does being vc funded make it that much easier?



NotDeGhost 4/14/2022 5:48 PM
no we give the 50k allocation to
important ppl in the space



ra 4/14/2022 5:48 PM
hmm can you give list



NotDeGhost 4/14/2022 5:49 PM
dunno
just in general
like mby wil from jet
elton
etc



ra 4/14/2022 5:50 PM
yea the thing is i feel like
since we're a services based company its pretty mercenary either way whether or not they own equity
because we're pretty small in the grand scheme of things by size and won't really grow but the audit could make/break their proj



NotDeGhost 4/14/2022 5:51 PM
yes hence why it's like
2.5% equity



ra 4/14/2022 5:51 PM
giving out any equity at all is a huge commitment
since it breaks the 50/50 balance
this is why we didn't want to give nojob a small token amount of equity either



NotDeGhost 4/14/2022 5:52 PM



im gonna just tell ppl
friends and family



ra 4/14/2022 5:53 PM
what's the real reason you want investment? you've been very deflective about it in the past



NotDeGhost connects
NotDeGhost 4/14/2022 5:53 PM



ra 4/14/2022 5:58 PM
yeah i guess it's true that if we had investment from some places we could have snagged saber/mercurial
and i think outside investment would definitely help somewhat with connections



NotDeGhost 4/14/2022 5:59 PM

i mean i handle literally
all the deals
so i can tell you yes
investment woudl help a ton



ra 4/14/2022 6:02 PM

can you give an example of like a specific instance ig
my current understanding is that we have a really close relationship with jet/companies we've audited in general but i haven't been in many calls
(just want to know your exact reasoning - kinda down with this but i want to know why) (edited)
is it that new startups are not as confident that they'll make the right choice?
so they'll tend to default to tried and true with known backing like kudelski
so if we have investments backing us as well its easier to pick up newer startups who can't afford to just get all the auditors to audit their shit if they
really need to ig (edited)



NotDeGhost 4/14/2022 6:17 PM

like elton connected me w/
a company today
and in general vcs have a lot of portfolio companies
that they can connect



ra 4/14/2022 6:19 PM

i wonder if race will ever send companies our way
dyt they'll be more committed to doing that if they have an investment



NotDeGhost 4/14/2022 6:20 PM

yes



ra 4/14/2022 6:21 PM

lets ask nojob what he thinks
solend is vc invested and they get partnerships and crap
so kinda same boat



NotDeGhost 4/14/2022 6:21 PM

ok
can u do serum
and not have me
bug you every hour



ra 4/14/2022 6:21 PM

i am actually writing down
bytes as we speak
lmao



NotDeGhost 4/14/2022 6:21 PM

ok it is
kinda annoying how i feel like
i have to watch you
for you to do work



ra 4/14/2022 6:53 PM

actually should we add
grand pew to main serum audit chat



NotDeGhost 4/14/2022 6:53 PM


i did





ra 4/14/2022 6:53 PM


can he replace cppio as audit partner so you can
go do other stuff


 NotDeGhost i have to watch you


 ra 4/14/2022 6:53 PM
this is what partner coding is
and ig what we'd optimally want from auditing as well


 ra this is what partner coding is
ra 4/14/2022 6:54 PM
where you're supposed to physically look at their code

 NotDeGhost 4/14/2022 6:54 PM
no he needs to do fuzzing


 ra 4/14/2022 6:54 PM
over their shoulder
i mean
he doesn't need to

 NotDeGhost 4/14/2022 6:54 PM
it's more efficient
just poc please
if we find smth we can
not stress as much


 ra get the best fuckin coding vibes for the next few days
ra 4/14/2022 8:28 PM
also just late night ramble but its probably not because im sick its probably because context switching is expensive mentally which is why im pretty horrible when there's school in the picture
and it just takes a few days to context switch fully and since you get to stay home when sick that's why i associate being sick with ridiculously productive periods


 NotDeGhost 4/14/2022 8:29 PM
hm interesting
summer should help then


 ra 4/14/2022 8:29 PM
yea


 NotDeGhost 4/15/2022 8:58 AM
ok so the new group chat is
a family office
who might want to invest
i talked to u abt them a while back

 ra 4/15/2022 9:04 AM
hm ok

 NotDeGhost 4/15/2022 10:15 AM
should i book a bahamas house for
5k
for a week

 ra 4/15/2022 10:16 AM
are richard and the gang not going

 NotDeGhost 4/15/2022 10:16 AM
i wana book one for osec
so fly ppl out

 ra 4/15/2022 10:16 AM
that's a waste of money (edited)



NotDeGhost 4/15/2022 10:17 AM



each person is like



ra 4/15/2022 10:17 AM

also

max 3 ppl per team



NotDeGhost 4/15/2022 10:17 AM

massive returns



ra 4/15/2022 10:17 AM

for hackerhouse



NotDeGhost 4/15/2022 10:17 AM

?

we're not competing

just team bonding



ra 4/15/2022 10:17 AM

solend figured that out

by trying to register more than 3 ppl for hackerhouse

the event



NotDeGhost 4/15/2022 10:17 AM

oh wait there's one for



ra 4/15/2022 10:17 AM

not like hackathon



NotDeGhost 4/15/2022 10:17 AM

2k



ra 4/15/2022 10:19 AM

did you finish blog post with strellic btw



NotDeGhost 4/15/2022 10:19 AM

no

ok im booking this one



ra 4/15/2022 10:20 AM

wait
how many ppl
are going



NotDeGhost 4/15/2022 10:20 AM

dunno
let's say 6



ra 4/15/2022 10:21 AM

shouldn't we do that first?
like
isn't it before exams rn



NotDeGhost 4/15/2022 10:21 AM

i asked some ppl
and they were onboard



ra 4/15/2022 10:21 AM

who



NotDeGhost 4/15/2022 10:21 AM

harry
pew



ra 4/15/2022 10:22 AM

that's 2 ppl



NotDeGhost 4/15/2022 10:22 AM

mby defund
kevin
me
why is this such a concern
it's 2k
ok im booking



ra 4/15/2022 10:49 AM

just a random question, how did you ask your gf when we did the jet bug and used her id



NotDeGhost 4/15/2022 10:55 AM

?



ra 4/15/2022 10:55 AM

just wondering



NotDeGhost 4/15/2022 10:56 AM

why



ra 4/15/2022 11:51 AM

ok i thought about stuff some more and discussed with my parents
how about i transfer over % of equity to you (edited)



NotDeGhost 4/15/2022 12:02 PM

hm why



ra 4/15/2022 12:03 PM

it's the best compromise
this way it's not unfair when you do more work because you reap more of the benefits
as much as i want to, i'm not developed enough to perform on the same level as you



NotDeGhost 4/15/2022 12:04 PM

yeah fair



ra 4/15/2022 12:04 PM

which is fine, because i'm younger than you



NotDeGhost 4/15/2022 12:04 PM

would you still be dropping out of hs then?

or woudl u wana finish up ur studies



ra 4/15/2022 12:05 PM

i'll be finishing high school

will be taking as little classes as possible though



NotDeGhost 4/15/2022 12:05 PM

hm ok

what %?

but yeah ig that would make things more fair imo



ra 4/15/2022 12:10 PM

10% from me to you making it 40:60, meaning you have 50% more than me



NotDeGhost 4/15/2022 12:13 PM

yeah sure

although i hope this doesn't mean you'll adjust ur work down



ra 4/15/2022 12:14 PM

i won't

i just realized i can't

adjust my work up any further

like i probably can't go to bahamas



NotDeGhost 4/15/2022 12:15 PM

hm ok

yeah i think that sounds fair



ra 4/15/2022 1:03 PM

can you email the lawyer to set this up



NotDeGhost 4/15/2022 1:04 PM

can't we just

amend the operating agreement



ra 4/15/2022 1:04 PM

not sure

seems fine though yeah



ra did you finish blog post with strellic btw

ra 4/16/2022 8:18 AM

re this

i'll do it today if you don't have time



NotDeGhost 4/16/2022 8:20 AM

ah yeah can u do that

👍 1

ty



NotDeGhost 4/16/2022 10:35 AM


ok so for the family fund

i think they could be a decent partner

but i wana explore other options too so


ima send them an update for that k?


- i will ask them to delay for a few days

 ra 4/16/2022 10:39 AM


sgtm

you misspelled conversation (edited)

 NotDeGhost i will ask them to delay for a few days

 ra 4/16/2022 10:45 AM

in this message

 NotDeGhost 4/16/2022 10:45 AM

fixed

 NotDeGhost 4/16/2022 11:10 AM

hm mby pomo w/ cppio?

 ra 4/16/2022 11:11 AM

Yea sure after lunch

 ra seems fine though yeah

 NotDeGhost 4/16/2022 11:54 AM

ok ima send this out w/ docuSign to ur dad?

 ra 4/16/2022 11:55 AM

Sgtm

 NotDeGhost amend the operating agreement

 ra 4/16/2022 12:51 PM

could you make this explicit somehow?

(bikeshed)

 NotDeGhost 4/16/2022 12:51 PM

it's in the email

Note that this replaces the existing operating agreement

 ra 4/16/2022 12:56 PM

yeah my dad wants you to put that it in the document

 NotDeGhost 4/16/2022 12:56 PM

tfw

literally the only person who could lose out is me

👁️ 1


ok

 NotDeGhost 4/16/2022 1:13 PM

done

 NotDeGhost 4/16/2022 1:57 PM

what's ur dad's birthday?

 ra 4/16/2022 5:35 PM

for what

 NotDeGhost 4/16/2022 5:35 PM

check gink chat


 ra 4/16/2022 6:33 PM


tfw leeching off of foresight guys


 NotDeGhost 4/16/2022 6:34 PM


he made the gc


not me


 ra 4/16/2022 6:34 PM
lemon
thonk


 NotDeGhost 4/17/2022 9:03 AM
r u checking the
tom chat btw

 ra 4/17/2022 10:28 AM
just took a look
going to check out things he mentioned


 NotDeGhost 4/17/2022 2:36 PM
wait
why are we missing the run script
for port pocs
??


 ra 4/17/2022 2:39 PM
wut
clone.sh


 NotDeGhost 4/17/2022 2:40 PM
how do i even run thi sthing



 ra 4/17/2022 2:41 PM
run clone.sh


 NotDeGhost 4/17/2022 2:41 PM
ik
but how do i get the output
oh i think this was that issue agian
can u gimme access to hetzner
ssh-ed25519 AAAAC3NzaC1lZDI1NTE5AAAAIKAs3QjSC1i8JGB5sgts+PidA652C54+wAGFbKBagBiR me@robertchen.cc

 ra 4/17/2022 2:49 PM
root@65.108.43.144
done

 NotDeGhost 4/17/2022 3:00 PM
can u kill the validator
on the box
the internet is dogshit
90kb/s

 ra 4/17/2022 3:01 PM
killed arb bot
network should be better

 NotDeGhost on the box
 ra 4/17/2022 3:01 PM
actually which box
my box
or hetzner

 NotDeGhost 4/17/2022 3:03 PM
hetzner
no arb bot box is fine smh



ra 4/17/2022 3:03PM

uhhh

how tf

is hetzner fucked

it has 20gb/s pipe (edited)

just reboot it



NotDeGhost 4/17/2022 3:03PM

oh wait it's fine now



ra 4/17/2022 3:03PM

L



NotDeGhost 4/17/2022 3:16PM

ok i killed the validator

i hope we weren't running anything on it



ra 4/17/2022 3:23PM

nah idts



NotDeGhost 4/17/2022 5:33PM

what's the diff between

serum v3 and v4

could we do differential fuzzing between the two actually



ra 4/17/2022 6:22PM

modularity really

probably



NotDeGhost 4/17/2022 6:22PM

like are the outputs the same?

is it supposed to be the same?



ra 4/17/2022 6:26PM

uhhh not completely sure about that

should be very similar

main diff i can think of is swap function being built in

instead of being cpi program



NotDeGhost 4/17/2022 6:27PM

uhh

wdym



NotDeGhost 4/17/2022 8:21PM

also did u claim port tokens yet



ra 4/18/2022 7:35AM

no

should i

also

followup with david cai?

burrow is at \$400m tvl



NotDeGhost 4/18/2022 8:48AM

uh wdym david cai

or how does that relate w/ burrow



ra 4/18/2022 9:07AM

David cai is the near vc



NotDeGhost 4/18/2022 9:08 AM

the guy from woo networks?
we're having a chta w/ him right



ra 4/18/2022 9:08 AM

oh yea
ok



NotDeGhost 4/18/2022 11:38 AM

hm wana call abt jump



ra started a call that lasted 34 minutes 4/18/2022 11:38 AM



NotDeGhost 4/18/2022 11:58 AM

63pRptL8cTBMfVBDeywBa7Cvgnc7eW6CVr8vREAjZex6



ra 4/18/2022 12:03 PM

<https://solscan.io/tx/3TtzTsJnSEkCzN33EGhmYvV5YNBJXoXxcWXQC1hcLS16YARH4zr1Lc7gevr1Ebmiyj6Dq3D8gbmxEEPnruQQk5eA>

Solana transaction details | Solscan



Solana detailed transaction info for signature

3TtzTsJnSEkCzN33EGhmYvV5YNBJXoXxcWXQC1hcLS16YARH4zr1Lc7gevr1Ebmiyj6Dq3D8gbmxEEPnruQQk5eA



NotDeGhost 4/18/2022 12:37 PM

tfw wil didn't show up so
jet meeting was 7 minutes



ra 4/18/2022 12:37 PM

lol



NotDeGhost 4/18/2022 9:08 PM

wait can u followup w/ cppio
we kinda need another person
to do this audit



ra 4/19/2022 5:48 AM

ok



NotDeGhost 4/19/2022 9:31 AM

can u ping cppio



NotDeGhost 4/19/2022 11:01 AM

hm so

kanav wants to meet with u
after 4:30 PM central time
would u be free



ra 4/19/2022 12:10 PM

yeah



ra 4/19/2022 12:17 PM

today?



NotDeGhost 4/19/2022 12:17 PM

yes



ra 4/19/2022 12:17 PM

o ok



NotDeGhost 4/19/2022 12:17 PM

wana have a quick call
to talk abt jump ig



ra 4/19/2022 12:20 PM
sure, in 10?



NotDeGhost 4/19/2022 12:20 PM
kk



ra 4/19/2022 12:31 PM
now good?



NotDeGhost started a call that lasted 7 minutes 4/19/2022 12:31 PM



NotDeGhost 4/19/2022 3:01 PM
did kanav show up



ra 4/19/2022 3:13 PM
No



NotDeGhost 4/19/2022 3:13 PM
tfw



ra 4/19/2022 3:13 PM
Not yet thonk
Opened discord to come ask you if you knew lol



NotDeGhost 4/19/2022 3:13 PM
ok uhh
mby leave for now
ig he'll ping me when he's free again



ra 4/19/2022 3:15 PM
Thonk



NotDeGhost 4/19/2022 3:58 PM
hm
wana help me w/ serum boog
• debugging



ra 4/19/2022 4:20 PM
Eating will get back to u



NotDeGhost 4/19/2022 4:22 PM
kk



ra 4/19/2022 4:38 PM
aight what is it



NotDeGhost 4/19/2022 4:40 PM
<https://github.com/otter-sec/dex-v4>
err let's move to channel



NotDeGhost 4/20/2022 8:55 AM
hm dyt u could
skip school on thursday
jump meeting at 10am



ra 4/20/2022 9:31 AM
not going to be at school because quarantining lul



NotDeGhost 4/20/2022 9:31AM

o ok

so u can join then?



ra 4/20/2022 9:31AM

yeah



NotDeGhost 4/20/2022 9:31AM

pog



ra 4/20/2022 9:31AM

just finished call with audit dao guys

they could not explain

tf they're doing

or like how they provide value

their plan is to have audit firms shill their bug bounty platform and then collect fees from bug bounties



NotDeGhost 4/20/2022 9:33 AM

i mean we can get

free advertising from them mby



ra 4/20/2022 9:33 AM

yeah ig that was their entire pitch

you shill us

we shill you

and also we might do something idk



NotDeGhost 4/20/2022 9:40 AM

hm ok



NotDeGhost 4/20/2022 12:46 PM

also meeting with kanav rescheduled

to friday 5:30 pm

that works for u right



ra 4/20/2022 1:24 PM

Yea



NotDeGhost 4/20/2022 3:25 PM

tfw i tested positive for covid

ok so



ra 4/20/2022 3:27 PM

unexpected



NotDeGhost 4/20/2022 3:27 PM

i might've burned like

3k on this bahamas trip

pepega



ra 4/20/2022 3:27 PM

gg

is anyone else going?



NotDeGhost 4/20/2022 3:28 PM

kevin and harry maybe

bruh im kinda

sad now

was actually looking forward to

bahamas

ok ig mby we should've organized a little better

mb



ra 4/20/2022 3:31PM

yeah probably
should plan further ahead in advance w/ more notice for ppl I think



NotDeGhost 4/20/2022 3:31PM

yeah i just wanted a way for
ppl to meet up :(
puhpehga



ra 4/20/2022 3:33PM

rip



NotDeGhost 4/20/2022 3:33PM

ok i mean
i could probably sneak in stillc
cause i have a negative test from yesterday
but i dunno if it's worth it



ra 4/20/2022 3:33PM

uhhh prolly not a good idea tbh



NotDeGhost 4/20/2022 3:33PM

hm ok



ra 4/20/2022 3:34PM

yea idk if other ppl would appreciate



NotDeGhost 4/20/2022 3:34PM

yeah fair
ok ig this means i have more time to work on
projects at lesat



NotDeGhost 4/20/2022 6:15PM

ok the annoying thing is
we can't rly ask jump for audits
cause we're debating acquihire
even tho i kinda banked on having two audit slots filled by them
we can double up auditoors in the short term ig



ra 4/20/2022 6:21PM

so we don't have enough audits in the pipeline rn?



NotDeGhost 4/20/2022 6:21PM

nope
no additional audits actually
so we're cucked after 2 weeks



ra 4/20/2022 6:21PM

tfw



NotDeGhost 4/20/2022 6:22PM

im not super worried tho
cause i think we have good rep in the space
and we'll never lose money
worst case we transition ppl to side projects
for a few weeks



ra 4/20/2022 6:23 PM

yeah

lol i thought we were
backed up



NotDeGhost 4/20/2022 6:23 PM

eh

i mean u can't say this
or else auditors will feel demotivated



ra 4/20/2022 6:23 PM

yeah



NotDeGhost 4/20/2022 6:23 PM

i mean we technically are if

u include jump

i think we can assign ppl to those projects tho

and just tank the costs

like 100/hr for a few weeks is

bearable



ra 4/20/2022 6:25 PM

what about raydium?



NotDeGhost 4/20/2022 6:25 PM

i mean that takes time

to setup

that's the issue



ra 4/20/2022 6:27 PM

yeah

o what did you talk to hummingbot about

i tried using them b4

a few years back



NotDeGhost 4/20/2022 6:28 PM

they want an audit for

humming bot prime

in like 6 months



ra 4/20/2022 6:30 PM

inch



NotDeGhost 4/20/2022 10:08 PM

tfw soteria is charging

40k an audit



NotDeGhost 4/20/2022 10:15 PM

also talked with ian

he wants quotes for goki, tribeca, and quarry



ra 4/21/2022 5:30 AM

ok cool



NotDeGhost 4/21/2022 6:52 AM


does tribeca use locked voter in prod


<https://jumptrading.zoom.us/j/5500376603?pwd=b2NTUkYjNGhKeEp5TmNLWlNNREV3dz09>

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 ra 4/21/2022 7:01AM
What were you nicked as lmao


 NotDeGhost 4/21/2022 7:57AM
oops
hey
call?



 ra 4/21/2022 8:33AM
srry have to go to school lol apparently they reduced the quarantine duration


 ra 4/21/2022 8:41AM
we can call over actual phone ig

 NotDeGhost 4/21/2022 1:29PM
hm how do u feel abt
doing some dev work
on layerzero
somebody dm'd me w/ an interesting project idea


 NotDeGhost 4/21/2022 1:53PM
wait r u doing audits still?
or r u afk


 ra 4/21/2022 2:34PM
srry fell asleep


 **NotDeGhost** on layerzero
 ra 4/21/2022 2:35PM
like, the project?

 NotDeGhost 4/21/2022 2:37PM
yeah
err wait no
building out some project on layerzero

 ra 4/21/2022 2:41PM
im interested in dev work, but depends on the project ig

 NotDeGhost 4/21/2022 2:42PM
lending on layer zero

 ra 4/21/2022 2:43PM
wait can you link to layer zero
+ team that's asking for dev work

 NotDeGhost 4/21/2022 2:43PM
<https://github.com/LayerZero-Labs/solidity-examples>

GitHub - LayerZero-Labs/solidity-examples: example contracts

example contracts. Contribute to LayerZero-Labs/solidity-examples development by creating an account on GitHub.



still talking to them abt it

was just thinking if u like dev work more

<https://medium.com/layerzero-official/layerzero-an-omnichain-interoperability-protocol-b43d2ae975b6>



tldr; Interoperability that actually works



ra 4/21/2022 2:46 PM
prolly not interested



NotDeGhost 4/21/2022 2:46 PM
tfw

ok
can u work on serum then
ive been basically doing the audit for u guys



ra 4/21/2022 2:53 PM
can you look and find interesting areas and i'll deep dive into them? i've had trouble finding bugs recently so i feel this is the best usage of time



NotDeGhost 4/21/2022 2:54 PM
i told u already
abt the fuzzer



ra 4/21/2022 2:54 PM
yea



NotDeGhost 4/21/2022 2:54 PM
what's the progress on that



ra 4/21/2022 2:56 PM
i haven't started



NotDeGhost 4/21/2022 2:56 PM
ok so
can u start
?



ra 4/21/2022 4:47 PM



NotDeGhost 4/21/2022 4:47 PM
uhh
how
wait is daryl up
can u tell him to do this



NotDeGhost 4/21/2022 5:02 PM
3bd06231273ca346a5824ddd6fefff4c



ra 4/21/2022 5:05 PM
?



NotDeGhost 4/21/2022 5:05 PM
just putting it here for convenience



NotDeGhost 4/21/2022 6:18 PM
serum?



NotDeGhost 4/21/2022 6:33 PM
?



NotDeGhost 4/22/2022 2:54 PM
how did jump go



ra 4/22/2022 2:56 PM

uh he was basically like "yeah uh soooo you're a high schooler"
"what do you think about just letting full time peeps go to jump and you stay"



NotDeGhost 4/22/2022 2:56 PM

what did u say



ra 4/22/2022 2:56 PM

"yeah ok sure, tbh im ok with just leaving after aquihire if yall don't care lmao/too much of a pain" (edited)



NotDeGhost 4/22/2022 2:56 PM

oh

what did he say to that



ra 4/22/2022 2:57 PM

"yeah sure, btw we know that you're cofounder, we'll consider economic shit dw"



NotDeGhost 4/22/2022 2:57 PM

kk

altho tbh it sounds
very useful to have
one of us at jump
and the other running osec
cause we can funnel audits back



ra 4/22/2022 2:58 PM

yeah
depending on comp ig



NotDeGhost 4/22/2022 2:58 PM

at osec?

or at jump



ra 4/22/2022 2:58 PM

osec
osec is just going to be owned by them right



NotDeGhost 4/22/2022 2:58 PM

uhh

yeah prob



ra 4/22/2022 2:58 PM

so they determine comp



NotDeGhost 4/22/2022 2:58 PM

but kanav said we can just
keep the money
in osec
which is ?



ra 4/22/2022 2:59 PM

👉 let's wait for them to send the paperwork and then we'll see



NotDeGhost 4/22/2022 2:59 PM

kk

if not this



ra 4/22/2022 2:59 PM

how they want to structure aquihire




NotDeGhost 4/22/2022 2:59 PM


there's that other vc


which im also a p big fan of
they seem pretty competent


ra 🧑🏻 let's wait for them to send the paperwork and then we'll see

 NotDeGhost 4/22/2022 2:59 PM
did he say when
they'd send over paperwork?


 ra 4/22/2022 3:00 PM
no


 NotDeGhost 4/22/2022 3:00 PM
sadge

 NotDeGhost 4/22/2022 4:10 PM
hm what do i tell buffalu
did we make any optimizations
other than cutting stuff out


 ra 4/22/2022 4:14 PM
no
time to retroactively create those optimizations amiright


 NotDeGhost 4/22/2022 4:19 PM
shh


 NotDeGhost 4/22/2022 6:51 PM
ok it kinda feels like
i have to pull teeth
to get u to look at serum
like you literally told me you would handle it
but now im basically doing the audit for you
like if you wana give up you should just quit and let me know
instead of being in this half onboard state


 ra 4/22/2022 8:03 PM
couldn't find it, will look again tomorrow

 NotDeGhost 4/22/2022 8:03 PM
kk


 ra 4/23/2022 8:36 AM
meeting in discord

 NotDeGhost 4/23/2022 8:36 AM
ik sec

 ra 4/23/2022 11:23 AM
did jump say when they'll come up with the offer?

 NotDeGhost 4/23/2022 11:24 AM
no

 NotDeGhost 4/23/2022 11:42 AM
serum?

 ra 4/23/2022 11:42 AM
da

 NotDeGhost 4/23/2022 12:00 PM
can u join vc

?

bruh wtf



NotDeGhost 4/23/2022 1:57PM

ok so gink told me that

you felt like i was being too harsh on you

im sorry

in my defense, you never told me about it. i feel like you should've let me know if i was being too harsh

and i would've adjusted my expectations

im also under a lot of stress, to manage and deliver all these audits

i understand if you want to leave, but would prefer that you do it on a good note instead of

burning bridges with each other

also TIL machivellian personalities seems kinda unfair

i've always tried to be as transparent as possible with you



NotDeGhost 4/24/2022 8:15AM

hm would you be open to

chatting today

i thought abt it some more and have some things to share



ra 4/24/2022 8:46AM

sure ok



NotDeGhost 4/24/2022 8:46AM

call?

or do u prefer text



ra 4/24/2022 8:49AM

text



NotDeGhost 4/24/2022 8:49AM

kk

so ig from my perspective

everything seemed fine until yesterday morning

where it seems like you got very upset

so it would be nice if u could explain what ur thoughts are

or do u not wana talk abt that



ra 4/24/2022 8:58AM

from my perspective, it feels like you've been trying to isolate me from the company for the past month+ by scheduling important meetings that i can't attend, and keeping me in the dark about what you're doing in general

which has been incredibly stressful, because you haven't demonstrated that you're a person who i can trust to have my best interests at heart

you've also shown that you'd rather compete with me than work with me, so i decided to concede authority by transferring 10% to you

but, i expected that you'd still act in my best interests, as well as the company

i just felt very betrayed by the jump deal, which seems to leave my status very much up in the air



NotDeGhost 4/24/2022 8:58AM

o hm

ok for the isolating thing, that was not my intent

i thought it was just more efficient for me to take the meetings

i also offered to let you have access to my telegram

so you can stay in the loop that way

can u expand on the compete thing?

for jump, from my understanding this would be functionally equivalent to an acquihire



NotDeGhost i also offered to let you have access to my telegram



NotDeGhost 4/24/2022 9:01AM

offer still stands btw

as long as you don't modify state



NotDeGhost for jump, from my understanding this would be functionally equivalent to an acquihire



NotDeGhost 4/24/2022 9:02 AM

i understand if it doesn't seem that way to you, but i feel like this is more of a misunderstanding than me lying?

like if i were to lie, why would i schedule in a meeting for you to meet kanav

ig it's prob my fault for not including you in more things, but also i feel like you could've let me know

like if there was a meeting you wanted to sit in, i wouldn't say no?

this anger feels kinda out of the blue to me

because you haven't demonstrated that you're a person who I can trust to have my best interests at heart

i feel like this is an unfair characterization, is there a specific example of this



ra 4/24/2022 9:08 AM

for the acquihire, it feels like you negotiated yourself into a favorable position while going like "y'know, jump probably won't cuck ra"



NotDeGhost 4/24/2022 9:08 AM

ok i mean if that's the concern, we can just not take the acquihire

i would not take it without getting your consent



NotDeGhost like if i were to lie, why would i schedule in a meeting for you to meet kanav

ra 4/24/2022 9:09 AM

not to mention, you didn't adequately explain the acquihire to me before the meeting and then retroactively described the meeting as a chance to "discuss the details of the acquihire"



NotDeGhost 4/24/2022 9:10 AM

ok i could've clarified that better

i wasn't trying to scam you though

or if i was, this seems like a very inefficient way to do it



NotDeGhost ok i mean if that's the concern, we can just not take the acquihire

ra 4/24/2022 9:11 AM

i agree that jump probably won't cuck me

but, i still feel betrayed that you handwaved that part



NotDeGhost 4/24/2022 9:11 AM

oh i mean i thought it was

functionally the same

like i assumed they would give the valuation as a bonus dispersed between us

if they didn't i'd probably ask them to?



ra not to mention, you didn't adequately explain the acquihire to me before the meeting and then retroactively described the meeting as a chance to "discuss t...



NotDeGhost 4/24/2022 9:12 AM

re: retroactive, i think the intent of the meeting was obviously not exclusively to discuss acquihire meeting



NotDeGhost i wasn't trying to scam you though

ra 4/24/2022 9:12 AM

you just neglected to tell me anything or advocate on my behalf

so it was more inaction than action



NotDeGhost 4/24/2022 9:12 AM

wait this seems false

or like

i explicitly told kanav that i'd want you to be onboard

ok i think the characterization of me as machivellian is kinda hurtful

because i try to be as transparent and honest as possible



NotDeGhost i explicitly told kanav that i'd want you to be onboard

NotDeGhost 4/24/2022 9:14 AM

i mean did i not call you to ask you

if you'd be ok with what kanav proposed

i mean if the main issue is jump acquihire terms, i can sign something that says we'll only agree if we're both onboard?

which i was planning on doing anyways :/



NotDeGhost 4/24/2022 9:29 AM

also would you want to talk abt the way i treated you for serum, i thought that was the main area of conflict

NotDeGhost can u expand on the compete thing?



NotDeGhost 4/24/2022 9:55 AM

idt i'm competing against you? im just super motivated and kinda sell my soul to stuff i care abt
so i'll work 24/7 essentially
maybe that's an unrealistic standard to hold ppl to tho
hm do you have any thoughts?



ra 4/24/2022 5:25 PM

yo stop bothering nojob i'm ghosting bc i'm trying to figure out how to respond



NotDeGhost 4/24/2022 5:29 PM



NotDeGhost 4/25/2022 12:17 PM

did you have time to think abt this yet
+ what you're planning to do next wrt osec



NotDeGhost 4/25/2022 12:54 PM

one possibility is you stay and run a trading/dev side? if you don't wana do audits
like the paradigm vc model



ra 4/25/2022 5:20 PM

prolly going to leave



NotDeGhost 4/25/2022 5:25 PM

o ok
when / how?
+ what do you plan to do with your equity



NotDeGhost 4/25/2022 5:54 PM

but also i'd prefer if we could just talk things out and resolve the conflict
ik it's harder sometimes than just burning a bridge, but it's probably more worthwhile
we can both change, nothing is fixed
regardless, i will respect ur choice

NotDeGhost hm do you have any thoughts?



ra 4/26/2022 12:17 PM

i was more referring to how you withhold information and try to perform oneupsmanship

🙄 1



NotDeGhost 4/27/2022 11:02 AM

ok so it doesn't rly make sense for me to
try and have a conversation with smbdy who responds once a day
i think you have two options here:
1. try to resolve this
2. quit
if we don't make meaningful progress on the first, i'll assume you're doing the latter
and act accordingly
it's unfair for me to have you in this mixed state where you've quit in all but name
and abandon all your duties

NotDeGhost if we don't make meaningful progress on the first, i'll assume you're doing the latter



NotDeGhost 4/27/2022 11:07 AM

let's say EOD today

NotDeGhost and act accordingly

ra 4/27/2022 11:45 AM



you're saying this like you haven't been doing this since 2 weeks ago before I even considered quitting



NotDeGhost 4/27/2022 11:45 AM

?

what have i been doing



ra 4/27/2022 11:46 AM

you know what you've been doing

I don't need to tell u



NotDeGhost 4/27/2022 11:46 AM

ok so

if you're gonna be like this

there's no point in having a convo

in that case, let's discuss how we'll transition you out

altho tbh there isn't that much to do



ra 4/27/2022 11:50 AM

yeah, cause you've been doing that for the past month



NotDeGhost 4/27/2022 11:50 AM

you can believe whatever



ra 4/27/2022 11:50 AM

did kanav tell u to do this?



NotDeGhost 4/27/2022 11:50 AM

but considering



ra 4/27/2022 11:51 AM

Or did you decide to do this



NotDeGhost 4/27/2022 11:51 AM

you've ghosted me for 3 days

and you won't even accept nojob as a mediator



ra 4/27/2022 11:51 AM

My responsibility is to the company

Not you



NotDeGhost 4/27/2022 11:51 AM

yeah so not doing any work and

ditching the one audit you were responsible for

was rly responsbiel right



ra 4/27/2022 11:51 AM

You did say you were better than me at that audit



NotDeGhost 4/27/2022 11:51 AM

wait do you hear yourself

"my responsibility is to the company"

proceeds to abandon all his work



ra 4/27/2022 11:52 AM

I was optimizing the workload by having you do it since I'm useless :)




NotDeGhost 4/27/2022 11:52 AM

again, i never said you were useless


i've had to spin defund up


and i'll be putting a lot more time into serum


to cover for you


 NotDeGhost i think you have two options here: 1. try to resolve this 2. quit
NotDeGhost 4/27/2022 11:57 AM
?


 ra 4/27/2022 11:59 AM
is there a line in the operating agreement that requires that I do work?


 NotDeGhost 4/27/2022 11:59 AM
technically not
but u'd kinda be screwing me


 ra 4/27/2022 12:00 PM
alright, then i'm not quitting


 NotDeGhost 4/27/2022 12:00 PM
hm?
quitting as in
giving up shares or (edited)
not doing work


 ra 4/27/2022 2:00 PM
should i tell other ppl that i'm no longer osec affiliated
like i have a meeting with steel perlot scheduled for friday

 NotDeGhost 4/27/2022 2:08 PM
uh
can you transfer them over to me
say ur unavailable and i'll sit in the call

 ra 4/27/2022 2:09 PM
i can't transfer because my google account is disabled
uh
just add urself to the meeting ig

 NotDeGhost 4/27/2022 2:09 PM
kk
where did you talk to them?
was it over email
or telegram

 ra 4/27/2022 2:09 PM
telegram


 NotDeGhost 4/27/2022 2:10 PM
u should tell them that ur gonna be unavailable
and i'll handle the call

 ra 4/27/2022 2:10 PM
yeah
<https://calendly.com/elireinhardt/steel-perlot-disruptive-finance-call>

Steel Perlot Disruptive Finance Call - Eli Reinhardt



here's his calendly

 NotDeGhost 4/27/2022 2:11 PM
wait who are they
/ where did you meet



ra 4/27/2022 2:11PM

azi's party

it says their name in the link
they're a steel perlot partner



NotDeGhost 4/27/2022 2:11PM

o

wait just tell him i'll join the call instead of u



ra 4/27/2022 2:12PM

yea is my google calendar still up



NotDeGhost 4/27/2022 2:12PM

yeah i see it



ra 4/27/2022 2:12PM

or is it gone since my google account is disabled
ok



NotDeGhost 4/27/2022 2:12PM

can you also send me
ftx creds



ra 4/27/2022 2:12PM

login is the original osec gmail
with oauth



NotDeGhost 4/27/2022 2:12PM

where's the oauth
can u just send me the pw



ra 4/27/2022 2:12PM

ftx.us or ftx.com(you want ftx.us) (edited)
there's no password
oauth



NotDeGhost 4/27/2022 2:12PM

oh



ra 4/27/2022 2:13PM

yeah lemme
remove
what's your phone number



NotDeGhost 4/27/2022 2:13PM

425 589 5868



ra 4/27/2022 2:13PM

ftx requires 2fa
2fa code pls



NotDeGhost 4/27/2022 2:16PM

671471



ra 4/27/2022 2:16PM


done





NotDeGhost 4/27/2022 2:18PM


ok so just clarifying
are you planning on retaining ownership of ur 40% stake (edited)


or would you be open to some sort of buyback


 ra 4/27/2022 2:21PM
\$5m


 NotDeGhost 4/27/2022 2:21PM
would you be open to hopping on a call
to discuss more


 ra 4/27/2022 2:21PM
no not particularly


 ra 4/27/2022 2:35PM
steel perlot guy replied and said he wants to talk to me (edited)


 NotDeGhost 4/27/2022 2:35 PM
can u send ss


 ra 4/27/2022 2:36 PM


 NotDeGhost 4/27/2022 2:37 PM
uhh maybe take the chat then
and see how it goes


 ra 4/27/2022 2:37 PM
yea
also, are you going to tell daryl that i'm not with osec anymore


 NotDeGhost 4/27/2022 2:40 PM
yeah


 ra 4/27/2022 2:40 PM
kk

 NotDeGhost 4/27/2022 2:40 PM
can u leave the gc


 ra 4/27/2022 2:43 PM
going to leave all the gcs then

 NotDeGhost 4/27/2022 2:43 PM
err can u just
mute them
so are you quitting formally
or wdym "i agree"

 ra 4/27/2022 2:48 PM
or like
you're going to have to tell them anyways
eventually

 NotDeGhost 4/27/2022 2:48 PM
yeah i will over time (edited)
why delete?

also i understand you don't wana call but I think we need to. im sorry you felt the need to do what you did, but we should settle this so that you are happy. being negligent will only make things worse for both of us.

 ra 4/27/2022 2:56 PM
i prefer text

 NotDeGhost why delete?



NotDeGhost 4/27/2022 2:59 PM

why reply "i agree" to "it's unfair for me to have you in this mixed state where you've quit in all but name" and then delete



ra 4/27/2022 3:02 PM

no reason



NotDeGhost 4/27/2022 3:34 PM

hm so

ig are you saying

i should just keep working while you keep 40% equity in osec

and not contribute

that seems kinda unfair to me right



NotDeGhost 4/27/2022 7:30 PM

who is cashmere.finance?

i think that's the last call u have right



ra 4/27/2022 7:31 PM

idk idr scheduling a meeting with them



NotDeGhost 4/27/2022 7:31 PM

also can u share

what u sent to steel perlot

ra [Click to see attachment](#)



NotDeGhost 4/27/2022 7:31 PM

prior to this



ra 4/27/2022 7:32 PM

ra idk idr scheduling a meeting with them



ra 4/27/2022 7:35 PM

can you check if they scheduled thru calendly or smth

when is the call



NotDeGhost 4/27/2022 7:35 PM

not sure

tues

can u put pepsipu on the call

w/ steel perlot



ra 4/27/2022 7:42 PM

why?

NotDeGhost tues



ra 4/27/2022 7:43 PM

can you take it then ig?



NotDeGhost 4/27/2022 7:43 PM

kk

asked him if he heard of steel perlot, he said he met at party too

i think he was interested in chatting to them too

NotDeGhost kk



ra 4/27/2022 7:47 PM

right i remember it's a wallet company i met at solana miami



NotDeGhost 4/27/2022 7:47 PM

kk



ra 4/27/2022 7:47 PM

didn't realize they scheduled this far in the future



ra 4/28/2022 8:59 AM

should I tell sgc I'm not with osec anymore



NotDeGhost 4/28/2022 8:59 AM

i already did

feel free to leave the gc



NotDeGhost i already did

ra 4/28/2022 9:07 AM

where?



NotDeGhost 4/28/2022 9:07 AM

dm



ra 4/28/2022 9:07 AM

kk



NotDeGhost 4/29/2022 11:23 AM

hey i think we really need to chat

can we have a quick call



ra 4/29/2022 11:43 AM

is it osec related business?



NotDeGhost 4/29/2022 11:43 AM

yeah



ra 4/29/2022 11:43 AM

what part?



NotDeGhost 4/29/2022 11:45 AM

what you're looking for and mby how we can compromise



ra 4/29/2022 11:59 AM

i also want to know what you're looking for

what are your intentions?



NotDeGhost 4/29/2022 12:00 PM

i just want to build an audit firm?

and work together

im kinda confused because it seems like all this anger came out of nowhere

can we have a quick call?



ra 4/29/2022 12:06 PM

what do you want from me, specifically



NotDeGhost 4/29/2022 12:06 PM

just have a conversation



ra 4/29/2022 12:07 PM

related to osec



NotDeGhost 4/29/2022 12:07 PM

hoping to understand what you're looking for

cause rn we're in a weird situation where it feels unfair to me



NotDeGhost hoping to understand what you're looking for

ra 4/29/2022 12:17 PM

in what specific way that is related to osec?



NotDeGhost 4/29/2022 12:18 PM

well looking for with respect to osec
and just in general



ra 4/29/2022 4:12 PM

i mean, you can do whatever with the company since you have the majority stake



NotDeGhost 4/29/2022 4:15 PM

but it's a bit unfair for you to hold onto 40% while not doing anything



NotDeGhost 4/29/2022 6:59 PM

hm thoughts?



ra going to leave all the gcs then

NotDeGhost 4/30/2022 6:48 AM

mby just get it over with
and i can explain



ra 4/30/2022 6:50 AM

i already did



NotDeGhost 4/30/2022 6:50 AM

ur still in a few?
also what have u been telling ppl



ra 4/30/2022 6:51 AM



NotDeGhost ur still in a few?

ra 4/30/2022 6:51 AM
maybe desktop client is bugged
with leaving
i left days ago



NotDeGhost 4/30/2022 6:52 AM

kk



NotDeGhost also what have u been telling ppl

ra 4/30/2022 6:52 AM



NotDeGhost 4/30/2022 8:10 AM

hm would you be open to
coming back to osec mby part time?



NotDeGhost hm thoughts?

NotDeGhost 4/30/2022 8:12 AM

re: this conervation



NotDeGhost 4/30/2022 9:22 AM

<https://discord.gg/CBR5Y5qJ>



NotDeGhost 4/30/2022 12:40 PM

did u mail me the ledger yet



ra 4/30/2022 12:41 PM

no not yet
i'll do it tomorrow



NotDeGhost 4/30/2022 12:41 PM

kk
can you actually mail it to my home

4710 142nd PL SE Bellevue WA 98006

not sure if it'll arrive before school lets out



NotDeGhost 4/30/2022 1:36 PM

huh gink and larry are quitting for zelic

did u know abt this (edited)



ra 4/30/2022 1:56 PM

no

strellic = larry?



NotDeGhost 4/30/2022 1:57 PM

no

larry from waterloo

ehhthing



ra 4/30/2022 1:59 PM

oh idk who that is



NotDeGhost 4/30/2022 2:00 PM

o



NotDeGhost 5/2/2022 11:38 AM

did u send ledger btw



ra 5/2/2022 2:17 PM

yeah



NotDeGhost 5/2/2022 2:17 PM

to home right

ty



ra 5/2/2022 2:18 PM

tracking code is 9500 1107 0031 2122 4908 65

usps



1



ra 5/3/2022 1:17 PM

what's your calendly



NotDeGhost 5/3/2022 1:17 PM

oh it was not on my calendar (edited)

calendly.com/notdeghost



NotDeGhost 5/4/2022 12:05 PM

also gonna have a quick llc meeting

to discuss my salary + execute member

gonna copy this to an email to your dad too

when would be a good time?



ra 5/4/2022 12:10 PM

wdym by "execute member"



NotDeGhost 5/4/2022 12:10 PM

• executive member



ra 5/4/2022 12:10 PM

how about at 8



NotDeGhost 5/4/2022 12:10 PM
sounds good



NotDeGhost 5/4/2022 4:59 PM
rdy?



ra started a call that lasted 4 minutes 5/4/2022 4:59 PM



NotDeGhost 5/4/2022 5:04 PM
actually let's void the backdate part for now
i need to double check that



ra 5/4/2022 5:05 PM
did you sign an employment contract yet?



NotDeGhost 5/4/2022 5:06 PM
let me get back to you on that



[Please_DocuSign_may-4-meeting-summary.docx.pdf](#)
260.24 KB

for your records, let me know if there are any inaccuracies



ra 5/4/2022 5:18 PM
i propose dissolution

NotDeGhost *Click to see attachment* 📎



ra 5/4/2022 5:20 PM
i believe the terms contained within represent a breach of fiduciary duty to me, an owner of 40% of the company



NotDeGhost 5/4/2022 5:22 PM
im sorry to hear that
fwiw i don't believe that



ra 5/4/2022 5:24 PM
that being
?



NotDeGhost 5/4/2022 5:24 PM
I don't believe the summary of our meeting was inaccurate or unfair (edited)



ra 5/4/2022 5:35 PM
i also believe that your actions while i was still at otter security represent a breach of fiduciary duty by working behind my back with jump and hiding information from me, along with trying to push me out



ra i propose dissolution
ra 5/4/2022 5:37 PM
i am willing to let these go if we dissolve otter security (edited)



NotDeGhost 5/4/2022 5:38 PM
what would happen to the intellectual property under otter security in your scenario?
ie the website, logo, etc



ra 5/4/2022 5:41 PM
intellectual property will be distributed based off of a case by case basis, with the final result being agreed upon by both parties as being a fair split in accordance with the ownership percentages



NotDeGhost 5/4/2022 5:42 PM
i would want some guarantees before moving forward



ra 5/4/2022 5:42 PM
what kind of guarantees



NotDeGhost 5/4/2022 5:42PM

i would want the website, logo, and everything in github rn



ra 5/4/2022 5:43PM

i am willing to give up all the company ip for a lump sum in addition to the existing split of liquid assets



NotDeGhost 5/4/2022 5:44PM

what lump sum?



ra 5/4/2022 5:45PM

\$200k



NotDeGhost 5/4/2022 5:45PM

so $0.4 * 500 + 200$?



ra 5/4/2022 5:45PM

yes

or however much we have

not exactly \$500k(we still have the saber bounty for example)



NotDeGhost 5/4/2022 5:46PM

sure i can disperse the 1/3 to you

as we get it



ra 5/4/2022 5:46PM

wdym by "1/3"



NotDeGhost 5/4/2022 5:47PM

1/3 to you

1/3 to me

1/3 to cppio

as we agreed on previously



ra 5/4/2022 5:47PM

please show where we agreed on this previously



NotDeGhost also we should split bounty evenly w/ cppio, he helped w/ finding + would be unfair to exclude

NotDeGhost 5/4/2022 5:48PM

.

i mean we can argue abt this but tbh sbr is prob gonna go to zero anyways so



ra 5/4/2022 5:49PM

ok, we still need to retroactively compensate cppio then

this will be done before liquidation



NotDeGhost 5/4/2022 5:49PM

yeah

would you be ok structuring this as just a

payment for your equity

seeing as how it is functionally equivalent



ra 5/4/2022 5:54PM

is the jump deal still on the table?



NotDeGhost 5/4/2022 5:55PM

jump is not looking to acquire equity

and you're no longer part of the discussion



ra 5/4/2022 5:57PM

what is their offer for the acquire



NotDeGhost 5/4/2022 5:57 PM
they extended me an offer



ra 5/4/2022 5:57 PM
how much



NotDeGhost 5/4/2022 5:57 PM
which i may or may not take
sorry confidential



ra 5/4/2022 5:57 PM
how many people are involved
within the company
who will be taken by the acquihire



NotDeGhost 5/4/2022 5:58 PM
it's not rly relevant to this discussion i think
but again, sorry confidential



ra 5/4/2022 5:58 PM
i believe
as a shareholder



NotDeGhost 5/4/2022 5:58 PM
i don't believe that this has (edited)



ra 5/4/2022 5:58 PM
i have the right to know



NotDeGhost 5/4/2022 5:58 PM
anything to do with osec
again, it's not a share acquisition



ra 5/4/2022 5:59 PM
the people are all employees of the company
the company currently employs those people and they have non compete clauses
in their employment contracts



NotDeGhost 5/4/2022 6:00 PM
i am aware



ra 5/4/2022 6:00 PM
this is very much related to the company as it acts directly against the company's interests
and the interests of its shareholders



NotDeGhost 5/4/2022 6:01 PM
regardless, the jump deal will not affect equity
so you will not lose out on this



ra 5/4/2022 6:02 PM
it will effect
legality
again, breach of fiduciary duty



NotDeGhost 5/4/2022 6:02 PM
ok so ig circling back
you're not looking to pursue this then?



ra i am willing to give up all the company ip for a lump sum in addition to the existing split of liquid assets



NotDeGhost 5/4/2022 6:03 PM
"this" being



ra 5/4/2022 6:03 PM

this being

i am no longer pursuing dissolution



NotDeGhost 5/4/2022 6:03 PM

sounds good



NotDeGhost but again, sorry confidential

ra 5/4/2022 6:04 PM

did you sign an nda

i believe you are acting on behalf of the company here

so i have the right to know



NotDeGhost 5/4/2022 6:04 PM

again, sorry confidential



ra 5/4/2022 6:04 PM

what you have negotiated on the behalf of the company



NotDeGhost 5/4/2022 6:04 PM

i will let you know if/when i make a decision with jump (edited)



NotDeGhost again, sorry confidential

ra 5/4/2022 6:06 PM

what do you mean by "confidential"

do you have a nda signed?



NotDeGhost 5/4/2022 6:08 PM

ok in good faith

i will let you know that

jump extended an offer to just me

the details are still up in the air

but this is all that i know

does that help?



NotDeGhost ok in good faith

NotDeGhost 5/4/2022 6:12 PM

(i don't believe it's on behalf of the company)



ra 5/4/2022 6:18 PM

weren't you talking to jump on behalf of osec though?



NotDeGhost 5/4/2022 6:19 PM

- depends on your definition of "on behalf of"



ra 5/4/2022 6:45 PM

this appears to be a conflict of interest



ra 5/5/2022 3:54 AM

could you please provide full record of any communication with jump crypto and/or its representatives in chats like telegram?



NotDeGhost 5/5/2022 1:30 PM

why?



NotDeGhost 5/5/2022 1:58 PM

(not denying your request, just wondering why you ask)



ra 5/5/2022 2:54 PM

because we can only have a fair liquidation of the company if both parties are aware of the company's situation




ra 5/5/2022 3:27 PM

hi, can i please have a copy of the original operating agreement?


(i no longer have access to the docuSign)

nvm, found it


ra because we can only have a fair liquidation of the company if both parties are aware of the company's situation

 NotDeGhost 5/5/2022 7:02 PM
yup definitely agreed


ra could you please provide full record of any communication with jump crypto and/or its representatives in chats like telegram?
ra 5/6/2022 4:03 PM
any update on this?

 NotDeGhost 5/6/2022 4:04 PM
do i have a legal obligation to provide this?


ra 5/6/2022 5:05 PM
why do you not want me to know?

 NotDeGhost 5/6/2022 5:09 PM
i never said that?


ra 5/6/2022 5:11 PM
ok, then can you please provide this information relevant to my interests as a stake holder?

 NotDeGhost 5/6/2022 5:12 PM
do i have a legal obligation to provide this?
as specified in the contract


ra 5/6/2022 5:15 PM
what are you trying to hide?

 NotDeGhost 5/6/2022 5:15 PM
nothing?

ra 5/6/2022 5:18 PM
why do I have to have a legal basis to ask for documents that relate to the company's business?


 NotDeGhost 5/6/2022 5:19 PM
im not saying you have to have one?

ra 5/6/2022 5:20 PM
then provide the documents

 NotDeGhost 5/6/2022 5:20 PM
can you answer my question?

ra 5/7/2022 4:22 AM
did you see what my father sent?

ra 5/9/2022 3:30 PM
just making sure, osec funds aren't in sol or ust right

 NotDeGhost 5/9/2022 3:30 PM
nope

ra 5/9/2022 3:30 PM
kk

 NotDeGhost 5/9/2022 3:31 PM
ust depegging?

ra 5/9/2022 3:31 PM
very hard
at \$0.86 rn



NotDeGhost 5/9/2022 3:31PM

wait where

it says .90 for me



ra 5/9/2022 3:32PM

o was \$.86 earlier



NotDeGhost 5/10/2022 7:57 AM

would you be open to considering selling your share of the company?

if not, i'll probably dissolve the company and remake it

but it'll be a lot messier and there's no need to burn bridges like that



NotDeGhost 5/10/2022 2:20 PM

or you can always come back to osec



ra 5/11/2022 8:14 PM

what is this



NotDeGhost 5/11/2022 8:15 PM

transferwise

paying ppl



ra 5/12/2022 3:13 PM

what's the company wallet addy?



NotDeGhost 5/12/2022 7:14 PM

ledger got delayed, getting package tmrw

will setup in a few days



ra 5/13/2022 1:17 PM

why did the wise charge bounce? why didn't you transfer some out of crypto to cover?



NotDeGhost 5/13/2022 1:18 PM

we accidentally transfered twice

both the 29k and 11k

29k was enough for wise



ra 5/13/2022 1:18 PM

why was one of them labeled transfer to osec instead of to wise?



NotDeGhost 5/13/2022 1:19 PM

ask daryl?

he made it



ra 5/13/2022 1:20 PM

are company funds still in ftx?



NotDeGhost 5/13/2022 1:20 PM

yup



ra 5/13/2022 1:20 PM

y



NotDeGhost ledger got delayed, getting package tmrw



NotDeGhost 5/13/2022 1:20 PM

.



ra 5/13/2022 1:21 PM



NotDeGhost 5/13/2022 1:21PM

no

a seperate ledger



NotDeGhost yup

ra 5/13/2022 1:24PM

can i see? screenshot is fine



NotDeGhost 5/13/2022 1:25PM

yeah can send when i get back to computer

afk rn



ra 5/13/2022 1:27PM

+ transaction history



NotDeGhost 5/13/2022 1:27PM

sure



NotDeGhost 5/13/2022 2:16PM

also would you be open to both of us giving harry 0.5% of the company

sorry for slow responses, visiting my gf

will setup ledger tmrw probably

- she picked it up for me



1

was gonna setup a hot wallet at <https://solscan.io/account/76inDAoDYduQKPZXRkQTuZ4CS8Jf2KbWmL3Qo7A6T8um> instead of waiting for ledger, but haven't got around to it

happy?



NotDeGhost would you be open to considering selling your share of the company?

ra 5/13/2022 2:27PM

\$4 million



NotDeGhost also would you be open to both of us giving harry 0.5% of the company

NotDeGhost 5/13/2022 2:28PM

re: ~ 10% allocation of equity for employees

i don't have 4 million, but ig mby in the future



ra 5/13/2022 2:29PM

why not complete jump acquihire w/ me and get this over with? (edited)



NotDeGhost 5/13/2022 2:29PM

if it was actually happening, i'd take it?

but it isn't lol



ra 5/13/2022 2:30PM

i have no way of knowing



NotDeGhost if it was actually happening, i'd take it?

NotDeGhost 5/13/2022 2:30PM

wait if it was happening, then wouldn't i gladly take your offer of 4 millino

cause i'd immediately profit



ra 5/13/2022 2:30PM

let me see communications from jump



NotDeGhost 5/13/2022 2:31PM

can we solve the issue at hand with employee equity first
we need to incentivize them to stay long term



ra 5/13/2022 2:31PM

this is not an issue, it is a proposal, and i'm willing to consider it if we both have all our cards on the table



NotDeGhost 5/13/2022 2:32PM

im sorry, i have personal communications that i can't share
ig i will let harry know that you are unwilling to
honor our agreements with him



ra 5/13/2022 2:33PM

i was not notified of any agreement
please send me this agreement



NotDeGhost 5/13/2022 2:33PM

we discussed giving equity to employees
previously
im not sure why you'd block fairly compensating our employees



ra 5/13/2022 2:34PM

we both know what you're trying to do here



NotDeGhost 10% of our equity

NotDeGhost 5/13/2022 2:34PM



ra 5/13/2022 2:34PM

don't make me say it out loud



NotDeGhost 5/13/2022 2:34PM

?
instead of being passive aggressive
can you just say what you're thinking



ra 5/13/2022 2:36PM

look, we both know you wouldn't go out of your way to help someone if it weren't for your own benefit



NotDeGhost 5/13/2022 2:36PM

that's a very serious accusation
i can come up with a bunch of counterexamples lol



NotDeGhost if not, i'll probably dissolve the company and remake it

ra 5/13/2022 2:36PM

it's because you can't do this



NotDeGhost 5/13/2022 2:36PM

?
why not



ra 5/13/2022 2:37PM

please, deal with me honestly



NotDeGhost 5/13/2022 2:37PM

instead of being passive aggressive, can you just say what you're thinking please
i'm confused what you're trying to do here



ra 5/13/2022 2:37PM

i would also prefer to not burn bridges here
but you trying to do tricky stuff and hide the true valuation of the company from me




NotDeGhost 5/13/2022 2:38 PM

what if i sign a document saying

it will not be acquihired


if that's your main concern

 ra don't make me say it out loud



NotDeGhost 5/13/2022 2:40 PM

also can you say it out loud, i'm not sure what you mean

 ra it's because you can't do this



ra 5/13/2022 2:40 PM

.



NotDeGhost 5/13/2022 2:40 PM

that's not true?

i could either forfeit all my shares, and just start a new firm with no fiduciary conflict

or do what you're doing

and quit and do my own firm



ra 5/13/2022 2:41 PM

alright, then forfeit your shares




NotDeGhost 5/13/2022 2:41 PM

nah

and how does adding harry change this


in your view

 NotDeGhost im not sure why you'd block fairly compensating our employees



ra 5/13/2022 2:44 PM

how about a vested bonus?

 NotDeGhost we need to incentivize them to stay long term



ra 5/13/2022 2:45 PM

also, employees can't join a competitor because of the noncompete clause



NotDeGhost 5/13/2022 2:45 PM

they could just quit?

 ra how about a vested bonus?



NotDeGhost 5/13/2022 2:45 PM

equity is different from a bonus

i mean if you're uncomfortable with it, you can just be clear about it and

i will share with the team

that we will go back on our previous arrangement of 10% equity for employees

 NotDeGhost like we give him 5% token equity



ra 5/13/2022 2:47 PM

couldn't find prior discussion of this 10% equity for employees but found this

we still haven't compensated nojob for his work in getting us audit flow

 NotDeGhost 10% of our equity



NotDeGhost 5/13/2022 2:47 PM

ig you missed this part?

yeah we can do either cash or equity, i will ask him

maybe cash cause i'm not sure about what his commitment is

unless you want equity?

 NotDeGhost yeah we can do either cash or equity, i will ask him



ra 5/13/2022 2:49 PM

do this, not going to act on his behalf



NotDeGhost 5/13/2022 2:49 PM

kk

did you also see the part i pointed out about prior discussion?
on 10% equity
or did you miss it



ra 5/13/2022 2:50 PM

actually, draft up a document describing how this will happen
i'll check it out



NotDeGhost 5/13/2022 2:51 PM

wdym

we'd just give first employees
1% equity
in exchange for them taking on a managerial role



ra 5/13/2022 2:55 PM

yeah, write that down in a doc and i'll take a look



NotDeGhost 5/13/2022 2:56 PM

?

i'm confused as to why it needs to be in a doc
i mean it's fine if you don't want to give up anymore of your equity
can you be transparent abt it please
instead of stalling



ra 5/13/2022 2:57 PM

well, this is a management decision right? i need something that can be signed



NotDeGhost 5/13/2022 2:57 PM

i'm confused as to what you want me to produce
and it seems like you're stalling
again, please be transparent



ra 5/13/2022 2:58 PM

please ask the company lawyer to draft up a proposal



NotDeGhost 5/13/2022 2:58 PM

to do what



ra 5/13/2022 2:58 PM

to give employees equity



NotDeGhost 5/13/2022 2:58 PM

we would just amend the operating agreement
like what we did before



NotDeGhost 5/13/2022 3:07 PM

again, this is a simple process. can you please be transparent on why you're stalling
so i have something to tell the team



NotDeGhost again, this is a simple process. can you please be transparent on why you're stalling

ra 5/13/2022 3:22 PM

i don't appreciate these accusations that i'm stalling
you told me approximately 30 minutes before this comment about wanting me to approve a major decision regarding the company
I need time to think about it
it's completely unreasonable for me to make a decision within 30 minutes for something this important, and you know that
please stop pressuring me in an attempt to make me break



NotDeGhost 5/13/2022 3:23 PM

it seems like stalling because we already had this discussion

and you were perfectly fine with it previously, but now it seems like you're just being obstinate to spite me
in essence, we both give up .5% equity to harrison



ra 5/13/2022 3:37 PM

sorry, my parents want me to stop talking to you
about this



NotDeGhost 5/13/2022 3:37 PM

??

can i talk to your parents then?



ra 5/13/2022 3:37 PM

my dad is busy



NotDeGhost 5/13/2022 3:38 PM

ok so ig ur just saying

ur not willing to honor our commitment

but in a more roundabout way

is ur dad busy? or are you just using him as an excuse



ra let me see communications from jump

ra 5/17/2022 1:28 PM

circling back to this, can you please provide relevant documentation regarding osec's communications with jump?

you are the executive officer

and under article 4.6 you "must supply information regarding the company or its activities to any member upon request"

i'm willing to work with you once you act in good faith with me and provide sufficient information for me to work with



NotDeGhost 5/17/2022 9:10 PM

yes of course, happy to fulfill any requests for information

also want to make sure we're on the same page and that we're respecting the company's time 🙏

copying the latter part of article 4.6 here:

Access and inspection of information will be at the requesting member's expense.

what documentation are you looking for? we've had lots of communication with jump as a company so it would take quite a while to send over every message



ra 5/18/2022 3:51 AM

can you please send me the exported chat history of your conversations with kanav?

it's pretty easy, go to the top right corner, hit the hamburger menu, and hit `export chat history`

please do the same for any other jump related chat

and upload the folders here



NotDeGhost 5/18/2022 9:59 PM

hey, happy to provide any legal documents and/or agreements between ottersec and jump crypto

exporting all my chats seems pretty far reaching and i'm not sure if that's in scope

if there's any questions you have, or any information you're looking for, i'm happy to answer those as well

appreciate your understanding :)



ra 5/22/2022 5:15 AM

please stop stalling and fulfill my request



NotDeGhost 5/23/2022 8:36 AM

im not stalling?



NotDeGhost hey, happy to provide any legal documents and/or agreements between ottersec and jump crypto

NotDeGhost 5/23/2022 8:36 AM



NotDeGhost 5/26/2022 9:33 AM

could you remind your dad to attend the company dissolution meeting

scheduled for tomorrow (May 27th), 1 pm MT

ty :)



NotDeGhost 5/26/2022 7:42PM

also if you want to invite anybody else from your side (e.g. nojob), feel free to let us know and send over the invite



NotDeGhost 5/31/2022 10:53PM

hey, trying this one last time: would you be interested in coming to the table about a share buyout. if not, I will execute my right to dissolve the company which will be messier / more expensive for both of us

Exported 30,189 message(s)

Timezone: UTC-8

EXHIBIT 4

i dunno if the get 12:38

github notifs 12:38

R **ra** 12:38

and a lot of core team in general

o 12:38

RC **Robert Chen** 12:38

hence u should say in the channel

and tell them to look at the gh issue 12:38

R **ra** 12:38

kk

RC **Robert Chen** 21:06

the guy said ok for

2k a month 21:06

R **ra** 21:06

o sick ok

👉what do we do with nith then 21:06

RC **Robert Chen** 21:10

hm prob let go

i will chat 21:11

R **ra** 21:11

kk

10 April 2022

R **ra** 10:41

so daryl said ok?

if he ok'd then we should add him to the discord 10:41

RC **Robert Chen** 10:41

kk can u do that

R **ra** 10:42

kk

uh can you tell me what to search for to add the email 10:52

tried searching "add email to google org" and did not get anything

RC **Robert Chen** 10:53

R **ra** 10:53

ok ty

hit the 2fa thing pls 10:56

in gmail 10:59

RC **Robert Chen** 10:59

done

R **ra** 11:05

he's asking to meet w/ you to ask how to talk to clients

RC **Robert Chen** 11:05

oh

also did u put tria on 11:11

serum yet 11:11

R **ra** 11:11

yea

RC **Robert Chen** 11:11

ok ima ask him to

fuzz 11:11

so u + cppio do manual 11:11

R **ra** 11:11

kk

RC **Robert Chen** 11:11

and i'll work w/ him on a dynamci analysis sol

R **ra** 11:11

kk sounds good

RC **Robert Chen** 13:06

does 4:30 pm est work for jito

on wednesday 13:06

R **ra** 13:09

this wendsday?

RC Robert Chen 13:09
yes

R ra 13:09
sure yea

R ra 21:05
also i think we should add each other to all chats we make with protocols by default

RC Robert Chen 21:08
imo no

just put the ones we are talking to down on the sheet 21:09
cause its kinda awkward 21:09
to add smbdy they haven't met in person 21:09

R ra 21:11
some projects emailed us right

idk idt its a big deal because most of the time projects bring in their cofounders 21:11

RC Robert Chen 21:29
imo one person should handle it

it's not worth burning both ppls tie 21:29
time 21:29

R ra 21:29
ok

RC Robert Chen 21:29
i can give u my telegram if u want

R ra 21:29
makes sense

kk sure 21:29

RC Robert Chen 21:30
kk just don't modify state

ie don't read anything unread 21:30
or send 21:30

R ra 21:31
kk

11 April 2022

R ra 11:43
did you check jet-governance stuff

RC Robert Chen 17:23
can u elaborate on ur comment

like explain the mint thing 17:23

R ra 17:23
i think im misunderstanding how they plan on using spl-governance

they're probably intending on using it as a library which would make a ton of sense 17:23

RC Robert Chen 17:24
> what's preventing the user from directly using spl-governance vs the jet-governance program?

does not make sense 17:24
please explain 17:24

R ra 17:24
similar to how dex-v4 uses serum-v4

RC Robert Chen 17:26
?

R ra 17:28
edited for brevity

RC Robert Chen 17:28
can u tell them abt

the mint thing 17:28

R ra 17:29
it doesn't matter if they do what i think they do because the other way wouldn't even work

but basically 17:29

RC Robert Chen 17:29
?

why does the mint thing not work 17:29

R ra 17:29
if spl-governance is a separate program the jet-governance program shouldn't be able to modify the accounts

in the first place 17:29
/spl-governance will fail ownership checks 17:29

RC Robert Chen 17:29
oh wait

ok 17:30
can u respond to jet 17:38

R ra 18:20
are you going to get anything to eat

RC Robert Chen 18:20
yeah

R ra 18:20
uber eats or

RC Robert Chen 18:20
nah prob restrant

R ra 18:20
okie

you still in the airbnb or nah 18:20

RC Robert Chen 18:23
ye

12 April 2022

R ra 09:43
About how long from now dyt we can start uxd
2-3 weeks?

R ra 11:01
Free tickets to crypto Bahamas if you participate in hackathon

19 April 2022

RC Robert Chen 09:57
also u might want to have a 1-1 chat with jonathan

from jump 09:58

just to talk more abt acquihire 09:58

R ra 10:00
ok

do i like 10:00

dm him 10:00

or what 10:00

RC Robert Chen 10:00
nah

i'll set it up with him for u 10:00

R ra 10:00
kk

RC Robert Chen 10:00
just giving a heads up

R ra 10:13
raydium wants an audit? woaw

RC Robert Chen 10:13
err where

R ra 10:13
email

RC Robert Chen 10:14
o waow

hm business booming 10:15

altho tbh i dunno if they'd be willing to pay like 10:15

400k 10:15

it sounds like a huge audit 10:15

R ra 10:20
yeah idk
they should be mostly spl token swap tho

RC Robert Chen 10:20
o also

soldex 10:21

should we do the audit for 10:21

spl token swap clones? 10:21

R ra 10:22
soldex seems mildly scammy and broke based off their website

RC Robert Chen 10:23
hm ok ig we can decline it then

R ra 10:23
In reply to [this message](#)

yeah sure, but most probably can't cough up the amt we're looking for
to make it worth

if they're not established already w/ a large protocol treasury 10:23

RC Robert Chen 10:23
i mean we'd just be giving them a rubber stamp

my concern is that tarnishes brand name 10:23

R ra 10:23
yeah

better to not i think 10:23

-  **Robert Chen** 10:24
kk
-  **ra** 14:35
<https://t.me/+ps7f5jT4gM4wNmNh>
- auditing dao 14:36
- apparently 14:36
-  **ra** 14:36
-  **Wainuo Chen** 19.04.2022 12:12:43
-  **aryalab Deck (2).pdf**
Exceeds maximum size, change data exporting settings to download.
9.7 MB
-  **Robert Chen** 15:00
check discord?
- 21 April 2022
-  **ra** 11:24
bish ragging on us for having high schoolers lmao
-  **Robert Chen** 11:30
err can u call me
- at noon 11:30
- needa talk abt acquihire structuring 11:30
-  **Robert Chen** 12:03
ur cutting o ut
-  **ra** 12:03
Outgoing (57 seconds)
-  **ra** 12:08
Outgoing (289 seconds)
- 22 April 2022
-  **Robert Chen** 17:35
-  **ra**
Outgoing (11 seconds)
-  **Robert Chen** 22:02
-  **ra**
Outgoing (146 seconds)
- 23 April 2022
-  **Robert Chen** 15:06
-  **ra**
Outgoing
-  **ra** 15:06
Outgoing
-  **ra** 15:09
Outgoing
-  **ra** 15:14
-  **Robert Chen**
Incoming (35 seconds)
-  **Robert Chen** 15:15
-  **ra**
Cancelled
- okay it's not really clear to me why you're upset so 15:17
- if you can explain that to me 15:17
- it would be nice 15:17
- instead of hanging up on me midconversation 15:17
- because otherwise this will go nowhere 15:17
-  **ra** 15:22
Cancelled
-  **ra** 15:22
you mentioned that jump isn't buying us out
wdym by that
-  **Robert Chen** 15:22
i will respond if you get on a call
-  **ra** 15:24
-  **Robert Chen**
Incoming (103 seconds)
-  **Robert Chen** 15:24
bro
- can you sit in a call 15:25

ok im going to decline their offer for both of us 15:25

if we don't work this out 15:25

it's pretty frustrating because i have literally zero idea what you want or are frustrated abt rn 15:29

R **ra** 15:31
what you described was not an acquihire

RC **Robert Chen** 15:31
the valuation would be assigned as a signing bonus

which i told him to split with you 15:31

it is functionally equivalent to an acquihire 15:31

R **ra** 15:34
ok

RC **Robert Chen** 15:34
wait if you're concerned about how this is structured

why did u not just ask kanav 15:34

this is what he told me so 15:35

that's part of why i setup that meeting for you 15:35

R **ra** 15:36
can i have his tg

RC **Robert Chen** 15:36
uhh are you gonna dm him

R **ra** 15:37
yea

RC **Robert Chen** 15:37
i dunno if that's a good idea

might lower valuation if we seem divided 15:37

you should dm jonathan with questions imo 15:37

because he is not involved with valuation side 15:38

or wait for jump's offer 15:38

so they can't take back the number 15:38

27 April 2022

RC **Robert Chen** 18:55
can you leave

lifinity space chat 18:55

10 August 2023

R **ra** 23:43
Hi Rob,
I chose not to say these things in front of Gink and Dan.

Honestly, you astound me with your actions. You took away a company that we built together after my dad died, and all you can scrape together is an insincere apology months afterwards. You then follow up with petty complaints that I'm stressing you out with my mere presence, causing you to be unable to perform at your peak in a prestige tournament with no money on the line, nothing but your ego. You tell me most of this, not personally, but through two of Dice's best guys who are already busy with the CTF, stressing them out before the competition. Next time, say it to my face.

Have a good day,
David

11 August 2023

RC **Robert Chen** 04:52
Hi David,

Happy to chat.

Unfortunately, as you probably know, you can't steal millions of dollars from a company, actively sabotage relationships the company built, quit, demand that the company dissolve, refuse 40% of the company's profits, and after everything file a frivolous lawsuit out of greed and spite.

Given all of the above, I raised your actions and behavior with the others, and they agreed that you are not welcome in DiceGang's suites. That being said, I look forward to seeing you around at DEF CON :) Feel free to share anything with Gink/Dan — the truth exonerates and I look forward to the recovery of stolen assets and IP.

Appreciate your time,
Robert

EXHIBIT 5



March 2023 statement
March 1-March 31, 2023 (31 days)
All dates in UTC.

OtterSec LLC

30 North Gould Street,
Sheridan, WY 82801

EIN ••2931




Account details

Checking account	██████████
Routing number	██████████

Account activity overview

Beginning balance	\$50,000.00
Total withdrawals	-\$1,189.00
Total deposits	\$1,189.00
Statement Balance	\$50,000.00

All Transactions /

Date (UTC)	Description	Trx Type	Amount	End of Day Balance
Mar 30	Michael Best & Friedrich LLP	 Wire Payment	-\$1,152.00	
	Mercury Savings **7390	 Transfer In	\$1,189.00	\$50,037.00
Mar 31	Davis & Cannon LLP	 **7595	-\$37.00	\$50,000.00
Total				\$50,000.00



March 2023 statement
March 1-March 31, 2023 (31 days)
All dates in UTC.

OtterSec LLC

30 North Gould Street,
Sheridan, WY 82801

EIN ••2931

Account details

Savings account	██████████
Routing number	██████████

Account activity overview

Beginning balance	\$772,333.99
Total withdrawals	-\$1,189.00
Total deposits	\$0.60
Statement Balance	\$771,145.59

All Transactions /

Date (UTC)	Description	Trx Type	Amount	End of Day Balance
Mar 03	Interest Accrual INTEREST	← ACH In	\$0.59	\$772,334.58
Mar 29	Inbound	↔ Transfer In	\$0.01	\$772,334.59
Mar 30	Mercury Checking ●●6685	↔ Transfer Out	-\$1,189.00	\$771,145.59
Total				\$771,145.59



March 2023 statement
March 1-March 31, 2023 (31 days)
All dates in UTC.

OtterSec LLC

30 North Gould Street,
Sheridan, WY 82801

EIN ••2931

Account details

Checking account	██████████
Routing number	██████████

Account activity overview

Beginning balance	\$0.00
Total withdrawals	-\$0.01
Total deposits	\$0.01
Statement Balance	\$0.00

All Transactions /

Date (UTC)	Description	Trx Type	Amount	End of Day Balance
Mar 29	LFG NFTS CORP	← ACH In	\$0.01	
	Mercury Savings **7390	↔ Transfer Out	-\$0.01	\$0.00
Total				\$0.00

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LI FEN YAO,
as Administrator of the Estate of Sam Mingsan
Chen

Plaintiff,

v.

ROBERT CHEN, OTTER AUDITS LLC, and RC
SECURITY LLC,

Defendants.

Case No. 8:23-cv-00889-TDC

**AMENDED ANSWER OF DEFENDANTS ROBERT CHEN, OTTER AUDITS LLC,
AND RC SECURITY LLC TO COMPLAINT**

The Complaint in this case centers on a series of false allegations. None has any merit. First, Plaintiff alleges that Defendant Robert Chen concealed conversations with Jump Crypto from David Chen, who is a central character in this dispute, though not a party at this time. To the contrary, Robert Chen disclosed his conversations with Jump Crypto. *See Exs. 2-4*. OtterSec LLC had a group Telegram chat with Jump Crypto, and David Chen was a part of that chat from the day it was created. He saw when calls between Robert and Jump Crypto were scheduled and chose not to join them. *Ex. 2*. The Complaint also falsely claims that Robert Chen improperly dissolved OtterSec LLC. Not so. Instead, after Sam Chen's death, David and Sam's counsel demanded that OtterSec LLC be dissolved, and indeed, the Operating Agreement in effect at the time required as much. *See Ex. 1*. Finally, OtterSec's counsel gave notice of the sale of OtterSec's assets to counsel to Plaintiff and David Chen. Neither expressed any interest in bidding on the assets. Robert Chen purchased a number of OtterSec's assets and the funds he paid for those assets remain in OtterSec's bank account, along with OtterSec's other profits. *See Ex. 5*. Because of this lawsuit, Robert Chen

has not made any distributions of profits from the OtterSec bank account to himself or Sam Chen's estate. *Id.*

Attached to this Amended Answer are the following Exhibits: the First Amended Operating Agreement (Ex. 1); Robert's April 12 and April 13, 2022 posts on an OtterSec Discord group channel with David Chen ("ra"), announcing Robert's scheduled call with Jump (Ex. 2); the chat log of the Discord direct messages between David ("ra") and Robert ("NotDeGhost") from April 10, 2022 through May 31, 2022 (Ex. 3); the chat log of the Telegram direct messages between David and Robert from April 10, 2022, onward (Ex. 4); and the statements for OtterSec LLC's bank accounts as of the date of the filing of the Complaint in this case (Ex. 5).

Specifically, Defendants Robert Chen, Otter Audits LLC ("Otter Audits"), and RC Security LLC ("RC Security") answer the Complaint as follows:

NATURE OF THE ACTION

1. Defendants deny the allegations in Paragraph 1.
2. Except to admit that OtterSec was formed in February 2022 under Wyoming law, that Sam Chen and Robert Chen were its members, that Sam Chen and Robert Chen are not related, and that Sam Chen died on July 13, 2022, Defendants deny the allegations in Paragraph 2.
3. Except to admit that Robert Chen formed Otter Audits and RC Security in South Dakota and that OtterSec was dissolved, Defendants deny the allegations in Paragraph 3.
4. Defendants deny the allegations in Paragraph 4.
5. Paragraph 5 makes legal assertions for which no response is required, but to the extent a response is required, Defendants deny the allegations in Paragraph 5.

6. To the extent a response is required to this paragraph, Defendants deny the allegations in Paragraph 6.

PARTIES

7. Defendants lack sufficient information to form a belief as to the truth of the Plaintiff's residence and her residing with her husband, and on that basis, deny the allegations in the first two sentences of Paragraph 7. Upon information and belief, Defendants admit the remaining allegations in Paragraph 7.

8. Defendants admit the allegations in Paragraph 8.

9. Defendants admit the allegations in Paragraph 9.

10. Defendants admit the allegations in Paragraph 10.

JURISDICTION AND VENUE

11. Paragraph 11 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny the claims arise under the Lanham Act, deny the Court has original subject matter jurisdiction, and deny the Court has supplemental jurisdiction over Plaintiff's state law claims.

12. Paragraph 12 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny the amount in controversy exceeds \$75,000 and deny the Court has jurisdiction under 28 U.S.C. § 1332(a).

13. Paragraph 13 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny this Court has personal jurisdiction over any of the Defendants.

14. Paragraph 14 calls for legal conclusions for which no response is required, but to the extent any such response is required, Defendants deny that venue is proper in this district.

FACTUAL ALLEGATIONS

15. Defendants deny that Sam's interest in OtterSec passed to the Estate. Defendants otherwise admit the allegations in Paragraph 15.

16. Defendants deny the implication in Paragraph 16 that OtterSec was engaged only in the business of performing security assessments. Defendants admit the remaining allegations in Paragraph 16.

17. Defendants deny the allegations in the first sentence of Paragraph 17. Defendants admit that David was sixteen years old and still in high school when OtterSec was formed. Defendants lack sufficient information to form a belief as to the truth or falsity of the remainder of the allegations in Paragraph 17, and on that basis, deny those allegations.

18. Except to admit that Robert Chen met David Chen in 2019 while participating in a cyber security competition Robert helped organize, Defendants deny the allegations in Paragraph 18.

19. Defendants admit the allegations in Paragraph 19.

20. Defendants admit the allegations in Paragraph 20.

21. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 21 and on that basis, deny the allegations.

22. Defendants admit that Sam Chen and Robert Chen entered into an operating agreement on February 14, 2022. Defendants refer to the Operating Agreement for its true content and meaning and Defendants deny the allegations and implications in Paragraph 22 that are inconsistent with the Operating Agreement, which speaks for itself.

23. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 23 and on that basis, deny the allegations.

24. Except to admit that David used some computer hardware that David already owned and some code he had previously written, Defendants deny the allegations in Paragraph 24.

25. Defendants admit that OtterSec hired employees and consultants who executed agreements. Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 25 that are inconsistent with the Agreements, which speak for themselves.

26. Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 26 that are inconsistent with the Agreements, which speak for themselves.

27. Defendants admit that Robert Chen signed OtterSec Agreements. For the remaining allegations, Defendants refer to the Agreements for their true content and meaning and Defendants deny the allegations and implications in Paragraph 27 that are inconsistent with the Agreements, which speak for themselves.

28. Defendants admit the allegations in Paragraph 28.

B. Defendants deny the allegations in the unnumbered header “B”

29. Defendants deny the allegations in the first sentence of Paragraph 29. Defendants admit the allegations in the second, third, and fourth sentences of Paragraph 29, but deny the discussions did not progress any further and deny the implication that Sino Global Capital and Race Capital were the only potential investors with whom Defendant Robert Chen was speaking.

30. Defendants deny the allegations in the first sentence of Paragraph 30. Defendants admit the allegations in the second sentence of Paragraph 30.

31. Defendants deny the allegations in the first sentence of Paragraph 31. Defendants lack sufficient information to form a belief as to the truth of the allegations in the last two sentences of Paragraph 31, and on that basis, deny those allegations.

32. Except to admit that Robert had discussions with Jump, Defendants deny the allegations in Paragraph 32.

33. Defendants refer to the message for its true content and meaning and deny the allegations and implications in Paragraph 33 that are inconsistent with the message, which speaks for itself. Defendants deny the characterizations and summary in Paragraph 33.

34. Defendants refer to the messages for their true content and meaning and deny the allegations and implications in Paragraph 34 that are inconsistent with the messages, which speak for themselves.

35. Except to admit that Sam and David Chen did not join the discussions between Robert and Messrs. Claudius and Hofstadt on April 14, Defendants deny the allegations in Paragraph 35.

36. Except to admit that Defendant Robert reached out to David asking to speak about raising money for OtterSec, Defendants deny the allegations in Paragraph 36, including the implication that Robert mischaracterized his discussions. For the quotes from messages, Defendants refer to the messages for their true content and meaning and Defendants deny the allegations and implications in Paragraph 36 that are inconsistent with the messages, which speak for themselves.

37. Defendants refer to the messages for their true content and meaning and Defendants deny the allegations, implications, and conclusions in Paragraph 37 that are inconsistent with the messages, which speak for themselves.

38. Defendants deny that the “company” referenced in the messages quoted in Paragraph 38 was Jump. Defendants otherwise deny all the allegations in the last sentence of Paragraph 38. For the quotes from messages, Defendants refer to the messages themselves for their true content and meaning and Defendants deny the allegations, implications, and conclusions in Paragraph 38 that are inconsistent with the messages, which speak for themselves.

39. Defendants deny the allegations in Paragraph 39.

40. Except to admit that Sam agreed to amend the Operating Agreement and transfer 10% of Sam’s membership interests in OtterSec to Robert, Defendants deny the allegations in Paragraph 40.

41. Defendants deny the allegations in the first sentence of Paragraph 41. Defendants lack sufficient information to form a belief as to the truth of the allegations in the second sentence and on that basis, deny the allegations in the second sentence of Paragraph 41.

42. Defendants deny the allegations in Paragraph 42.

43. Defendants deny any “browbeating from Robert” and the allegation that “Robert was consistently demanding of him.” Defendants lack sufficient information to form a belief as to the truth of the remaining allegations in Paragraph 43 and on that basis, deny the remaining allegations in Paragraph 43.

44. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 44 and on that basis, deny the allegations in Paragraph 44.

45. Defendants deny that Robert made material misrepresentations and omissions and deny that neither Sam nor David was aware of Robert’s discussions with Jump. Defendants lack sufficient information to form a belief as to the truth of the remaining allegations in Paragraph 45 and on that basis, deny the remaining allegations in Paragraph 45.

46. Except to admit that David contacted Robert to convey the proposal for Sam to transfer 10% of his membership interests to Robert, Defendants deny all the allegations in Paragraph 46.

47. Except to admit that Robert accepted, Defendants deny the allegations in the first sentence of Paragraph 47. For the quotes and summaries of messages, Defendants refer to the messages themselves for their true content and meaning and, deny any allegations and implications inconsistent with the messages, which speak for themselves.

48. Except to admit that Sam agreed to an Amended Operating Agreement for OtterSec on April 16, 2022, Defendants deny the allegations in the first sentence of Paragraph 48. Except to admit that Robert owned 60% of OtterSec and Sam owned 40%, Defendants deny the allegations in the second sentence of Paragraph 48 and refer to the First Amendment to the Operating Agreement for its true content and meaning and deny any allegations and implications inconsistent with the First Amendment to the Operating Agreement, which speaks for itself.

49. Defendants deny the allegations in Paragraph 49.

D. Defendants deny the allegations in the unnumbered heading “D”

50. Except to admit that Robert had a scheduled discussion with Mr. Kariya, Defendants deny all the allegations in Paragraph 50. For the quote from a text message, Defendants refer to the text message for its true content and meaning and deny any allegations or implications inconsistent with the actual message, which speaks for itself.

51. Defendants admit that the term “acqui hire” can be understood to include purchasing a company and hiring its employees, but deny that this definition applies in all circumstances and deny the implication that this was what Robert meant by the term “acqui hire.” Defendants otherwise deny the allegations in Paragraph 51.

52. Defendants refer to the purported log of the discussion for its true content and meaning and deny the allegations and implications in Paragraph 52 that are inconsistent with the log, which speaks for itself.

53. Except to admit (1) that Robert had a call with David on April 18, 2022, (2) that they discussed Jump, and (3) that Robert represented to David that Jump was proposing an acquihire, Defendants deny the allegations in the first sentence of Paragraph 53. Defendants lack sufficient information to form a belief as to the truth of the allegation concerning David's understanding, and on that basis, deny the allegation. Defendants admit that Robert invited David to join a call with Mr. Kariya.

54. Defendants admit the first sentence of Paragraph 54. For the quotes from messages, Defendants refer to the messages for their true content and meaning and deny any allegation or implication inconsistent with the actual messages, which speak for themselves.

55. Defendants deny the allegations in the first sentence of Paragraph 55. For the quotes from messages, Defendants refer to the text messages for their true content and meaning and deny any allegation or implication inconsistent with the actual messages, which speak for themselves.

56. For the quotation, Defendants refer to the message itself for its true content and meaning and deny any allegation or implication inconsistent with the message, which speaks for itself. Defendants also refer to the OtterSec Agreements for their true content and meaning and deny any allegations or implications inconsistent with the actual OtterSec Agreements, which speak for themselves. Defendants deny the implication that Robert denied they had executed Agreements. Defendants further deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto.

57. Except to admit that Mr. Claudius requested additional details from Robert, Defendants deny the allegations in Paragraph 57. For the quoted language, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

58. Defendants deny that David was unaware of Robert's discussions with Mr. Kariya the day before. Defendants admit that Mr. Kariya conveyed a proposal during the call. Defendants otherwise deny the allegations in the first two sentences of Paragraph 58. Defendants deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto. Defendants lack sufficient information to form a belief as to the truth of the allegations in the last sentence of Paragraph 58, and on that basis, deny the allegations. With respect to the last sentence of Paragraph 58, Defendants further deny the implication that the proposal conveyed to David would not initially include him or an acquisition of Sam Chen's membership interest in OtterSec.

59. Defendants admit the allegations in the first sentence of Paragraph 59. Defendants deny all the remaining allegations in Paragraph 59. For the quoted language, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves. Defendants deny the implication that Robert, then nineteen years old, was dictating the terms of a potential acquisition in his conversations with Jump Crypto.

60. Except to admit that Robert followed up with Messrs. Claudius and Kariya, Defendants deny the allegations in Paragraph 60.

61. Except to admit that Mr. Kariya sent Jump's offer to Robert by text message, and that David had stopped communicating with Robert by this point, Defendants deny the allegations

in Paragraph 61. For the quoted text, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

62. Except to admit that Robert discussed Mr. Wang and Mr. Chow with Mr. Claudius, Defendants deny the rest of the allegations in the first sentence of Paragraph 62. For the second and third sentences of Paragraph 62, Defendants refer to the quoted messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

63. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

64. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

65. Defendants deny the allegations in Paragraph 65.

E. Defendants deny the allegations in the unnumbered header “E.”

66. Except to admit that David continued to work for OtterSec after April 16, 2022, Defendants deny the allegations in Paragraph 66.

67. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 67, and on that basis, deny the allegations.

68. Defendants deny the allegations in Paragraph 68. As to allegations concerning David’s perceptions, Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 68, and on that basis, deny the allegations.

69. Defendants deny the allegations in Paragraph 69.

70. Defendants lack sufficient information to form a belief as to the truth of the allegations in Paragraph 70, and on that basis, deny the allegations.

71. Except to admit that David took code and other property from OtterSec, Defendants deny the allegations in the first sentence, including that the code was “personal.” Defendants deny the allegations in the second sentence of Paragraph 71.

72. Defendants admit the allegation in the first sentence of Paragraph 72. Defendants deny the allegation in the second sentence of Paragraph 72.

73. Except to admit that Robert made additional requests for information and materials from David, Defendants deny the allegations in Paragraph 73.

74. Defendants deny the allegations in Paragraph 74, except for the allegation that “[n]either Sam nor David agreed with Robert’s position,” for which Defendants lack sufficient information to form a belief as to its truth, and thus deny it on that basis.

75. Defendants deny the allegations in Paragraph 75.

76. Except to admit that David requested logs of discussions, Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves.

77. Defendants refer to the messages for their true content and meaning, and deny any allegations or implications inconsistent with the messages, which speak for themselves. The last sentence of Paragraph 77 also contains a legal assertion, to which no response is required.

78. Except to admit that David did not point it out at the time, Defendants deny the allegations in Paragraph 78. Defendants also refer to the Operating Agreement and the First Amendment for their true content and meaning, and deny any allegations and implications inconsistent with those documents, which speak for themselves. Paragraph 78 also contains legal assertions, to which no response is required.

79. Paragraph 79 contains legal assertions for which no response is required, but to the extent a response is required, Defendants deny the allegations in Paragraph 79. Defendants otherwise deny all the allegations in Paragraph 79.

80. Except to admit that the parties did not reach an agreement, Defendants deny the allegations in Paragraph 80.

81. Defendants deny the allegations in Paragraph 81. For the quoted text, Defendants refer to the message for its true content and meaning, and deny any allegations or implications inconsistent with the message, which speaks for itself.

82. Defendants admit that Iqan Fadaei was OtterSec's attorney. Defendants refer to the email itself for its true content and meaning and deny any allegations or implications inconsistent with the email, which speaks for itself.

83. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

84. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

85. Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

86. For the quoted text, Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages,

which speak for themselves. Defendants lack sufficient information to form a belief as to the truth of the allegations in the second sentence of Paragraph 86, and on that basis, deny them.

87. Defendants deny that Robert refused to share documents and information with David. For the quoted text, Defendants refer to the text messages themselves for their true content and meaning and deny any allegations or implications inconsistent with the text messages, which speak for themselves.

88. Paragraph 88 contains legal assertions for which no response is required. To the extent that a response is required, Defendants deny the allegations in Paragraph 88.

89. Defendants lack sufficient information to form a belief as to the truth of the allegation in the first clause of Paragraph 89 and on that basis, deny it. For the second clause of Paragraph 89, Defendants refer to the email itself for its true content and meaning and deny any allegations or implications inconsistent with the email, which speaks for itself.

90. Defendants admit that Mr. Fadaei's email was preceded by a discussion between counsel. For the quoted text Defendants refer to the email itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the email, which speaks for itself. Defendants otherwise deny all the allegations in Paragraph 90.

91. For the quoted text Defendants refer to the email itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the email, which speaks for itself. Defendants otherwise deny all the allegations in Paragraph 91.

92. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

93. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

94. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

95. Paragraph 95 contains legal assertions for which no response is required. To the extent that a response is required, for the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

96. For the quoted text Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

97. Defendants admit the allegations in the first sentence of Paragraph 97 and the allegation in the second sentence that OtterSec had not dissolved as of July 13, 2022. The second sentence of Paragraph 97 otherwise contains legal assertions with respect to the OtterSec Operating Agreement for which no response is required.

98. Paragraph 98 contains legal assertions for which no response is required. To the extent that a response is required, for the quoted text Defendants refer to the Amendment to Operating Agreement of OtterSec LLC, dated August 15, 2022 (the “Second Amendment”) for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the Second Amendment, which speaks for itself. Defendants otherwise deny the allegations in Paragraph 98.

99. Defendants deny the allegations in Paragraph 99.

100. Except to admit that Defendant Robert Chen formed Defendants Otter Audits and RC Security, Defendants deny all the allegations in Paragraph 100, which also contains legal assertions for which no response is required.

101. For first sentence of Paragraph 101, Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself. For the second sentence of Paragraph 101, Defendants admit that Articles of Dissolution for OtterSec were filed with the Wyoming Secretary of State and that the Wyoming Secretary of State stamped these as having been filed on October 6, 2022. Defendants refer to the Articles of Dissolution themselves for their true content and meaning and deny any allegations or implications in Paragraph 101 that are inconsistent with the Articles of Dissolution. Defendants otherwise deny all the allegations in Paragraph 101.

102. Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

103. Defendants deny all the allegations in Paragraph 103. Paragraph 103 also contains legal assertions for which no response is required.

104. Defendants admit that Defendant Robert Chen formed Defendants Otter Audits and RC Security in South Dakota and otherwise deny all the allegations in Paragraph 104, except to the extent that Paragraph 104 contains legal assertions for which no response is required.

105. Defendants refer to the correspondence itself for its true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with the correspondence, which speaks for itself.

106. Defendants admit that Plaintiff purports to describe the website at <http://osec.io> and purports to draw conclusions from that website, but deny those conclusions. Defendants refer to the website itself for its true content and meaning and, except as so referred, deny all the allegations in Paragraph 106. Defendants further deny that Defendants Robert Chen or RC Security have used the OtterSec website, name, or logo. Defendants otherwise deny all the allegations in Paragraph 106.

107. Defendants deny that Defendants Robert Chen or RC Security have used the OtterSec social media account or verified Twitter account. Paragraph 107 contains a legal assertion for which no response is required. Defendants otherwise deny all the allegations in Paragraph 107.

108. Defendants admit that Plaintiff purports to describe the website at http://twitter.com/osec_io and purports to draw conclusions from that website, but deny those conclusions. Defendants refer to the website itself for its true content and meaning and, except as so referred, deny all the allegations in Paragraph 108. Defendants deny the implication that Defendants Robert Chen or RC Security have used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts. Defendants otherwise deny all the allegations in Paragraph 108.

109. Paragraph 109 consists of legal assertions for which no response is required, but to the extent any such response is required, Defendants deny all the allegations in Paragraph 109.

110. Paragraph 110 consists of legal assertions as to which no response is required, but to the extent any such response is required, Defendants deny all the allegations in Paragraph 110.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

111. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–110 of the Complaint as if made in response to Paragraph 111.

112. Paragraph 112 consists of legal assertions as to which no response is required, but to the extent any such response is required, Defendants admit that Defendant Otter Audits has used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts, but Defendants otherwise deny all the allegations in Paragraph 112, including the implication that Defendants Robert Chen or RC Security have used the OtterSec name, logo, trademarks, domain name, and social media and other communication accounts.

113. Paragraph 113 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 113.

114. Paragraph 114 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 114.

115. Paragraph 115 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 115.

116. Paragraph 116 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 116.

117. Paragraph 117 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 117.

118. Paragraph 118 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 118.

119. Paragraph 119 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 119.

120. Paragraph 120 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 120.

121. Paragraph 121 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 121.

122. Paragraph 122 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 122.

SECOND CAUSE OF ACTION

123. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–122 of the Complaint as if made in response to Paragraph 123.

124. Paragraph 124 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 124.

125. Paragraph 125 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 125.

126. Defendants admit that Plaintiff makes the contentions described in Paragraph 126, but deny the allegations described, as further detailed herein.

127. Paragraph 127 contains legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 127 except to admit that Plaintiff makes the contentions described in Paragraph 127. Defendants deny the allegations described, as further detailed in Paragraphs 1-127.

128. Paragraph 128 contains legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 128 except to admit

that Plaintiff makes the contentions described in Paragraph 128. Defendants deny the allegations described, as further detailed in Paragraphs 1-128.

129. Paragraph 129 consists of a demand for legal relief to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 129.

130. Paragraph 130 consists of a demand for legal relief to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 130.

THIRD CAUSE OF ACTION

131. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–130 of the Complaint as if made in response to Paragraph 131.

132. Paragraph 132 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 132.

133. Paragraph 133 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 133.

134. Paragraph 134 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 134.

135. Paragraph 135 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 135.

136. Paragraph 136 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 136.

FOURTH CAUSE OF ACTION

137. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–136 of the Complaint as if made in response to Paragraph 137.

138. Paragraph 138 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 138.

139. Paragraph 139 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 139.

140. Paragraph 140 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 140.

141. Paragraph 141 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 141.

142. Paragraph 142 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 142.

143. Paragraph 143 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 143.

144. Paragraph 144 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 144.

145. Paragraph 145 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 145.

FIFTH CAUSE OF ACTION

146. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–145 of the Complaint as if made in response to Paragraph 146.

147. Paragraph 147 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 147.

148. Paragraph 148 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 148.

149. Paragraph 149 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 149.

150. Paragraph 150 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 150.

SIXTH CAUSE OF ACTION

151. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–150 of the Complaint as if made in response to Paragraph 151.

152. Defendants refer to the OtterSec’s Operating Agreement, First Amendment, and Second Amendment themselves for their true content and meaning and deny any allegations, implications, or conclusions drawn by Plaintiff that are inconsistent with those documents, which speak for themselves and, except as so referred, and except insofar as Plaintiff’s interpretation of those documents is a legal assertion to which no response is required, Defendants deny all the allegations in Paragraph 152.

153. Paragraph 153 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 153.

154. Paragraph 154 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 154.

155. Paragraph 155 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 155.

SEVENTH CAUSE OF ACTION

156. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–155 of the Complaint as if made in response to Paragraph 156.

157. Paragraph 157 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 157.

158. Paragraph 158 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 158.

159. Paragraph 159 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 159.

EIGHTH CAUSE OF ACTION

160. Defendants repeat and reallege each of their responses and denials to Paragraphs 1–159 of the Complaint as if made in response to Paragraph 160.

161. Paragraph 161 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 161.

162. Paragraph 162 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 162.

163. Paragraph 163 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 163.

164. Paragraph 164 consists of legal assertions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 164.

165. Defendants deny all of the allegations of the Complaint not specifically admitted above and deny that Plaintiff is entitled to any relief from any of the Defendants.

JURY DEMAND

Defendants demand a trial by jury of all issues so triable.

AFFIRMATIVE DEFENSES

1. The Complaint and each of its causes of action fail to state a claim upon which relief can be granted.
2. Plaintiff lacks standing to assert some or all of the claims or to obtain the relief sought in the Complaint.
 - a. Plaintiff is not engaged in commerce, lacks any commercial interest, never possessed any of the marks in question, and therefore lacks a cause of action under the Lanham Act. For the same reasons, Plaintiff cannot bring a claim for tortious interference.
 - b. Defendants owed no fiduciary duties to the Estate or Sam Chen.
 - c. Plaintiff, the personal representative of the Estate, was never a member of OtterSec, LLC and thus cannot pursue claims for breach of fiduciary duty.
3. Plaintiff's claims for breach of fiduciary duty and aiding and abetting breach of fiduciary duty fail because Plaintiff did not bring a derivative action and cannot meet the statutory requirements to bring a derivative action. Wyo. Stat. Ann. §§ 17-29-902 to 904.
4. Plaintiff's claims for fraud and aiding and abetting fraud fail because Plaintiff has not stated with particularity the circumstances constituting fraud or mistake as required by Federal Rule of Civil Procedure 9(b).
5. Plaintiff's claims for fraud and misappropriation and conversion and Plaintiff's demand for an accounting fail because Defendants never withheld such funds and information from the Plaintiff.

6. Plaintiff's claim for breach of contract fails because Section 1.8 of the Operating Agreement was not violated. Section 1.3 of the Operating Agreement not only permitted, but required dissolution of OtterSec following Sam's death, and Plaintiff has identified no breach of the contract by Defendant Robert Chen other than the dissolution of OtterSec. Plaintiff's claims for breach of fiduciary duty, misappropriation and conversion, and Plaintiff's demand for a declaratory judgment also fail for the same reasons.

7. Plaintiff has not made a proper demand for the property Defendants have allegedly misappropriated and converted, and therefore she may not pursue a misappropriation and conversion claim.

8. Plaintiff's claim for misappropriation and conversion further fails because Defendants do not hold any money or property belonging to Plaintiff and because Plaintiff's interest, if any, in OtterSec, remains in OtterSec's bank account which holds the funds Defendant Robert Chen paid for OtterSec's assets and from which no distributions of profits have been made.

9. Plaintiff's claims for breach of fiduciary duty and conversion fail, and Plaintiff is not entitled to a declaratory judgment stating that Defendants breached any fiduciary duties or converted and misappropriated assets because Plaintiff never had legal title to any of the assets at issue and because they were legitimately purchased by the Defendants.

10. Plaintiff's claims fail under the doctrine of license because Defendant Robert Chen acted within his rights as the sole surviving member of OtterSec.

11. Plaintiff is not entitled to an accounting. This is the case either because Plaintiff has brought no other viable claims or, in the alternative, because Plaintiff has brought at least one other viable claim, in which case an accounting is not necessary.

12. Plaintiff is not entitled to a declaratory judgment because it has not brought any other viable claims.

13. Plaintiff's claims for misappropriation and conversion, breach of contract, and Plaintiff's demand for an accounting all fail because, under Wyoming law, the death of a member of a Wyoming LLC results in that person being dissociated as a member of the LLC, terminates the deceased member's person's right to participate as a member in the management and conduct of the company's activities, and provides the transferee receiving the deceased member's transferrable interest, if any, with only the rights available to a trustee (not those available to a member of the LLC). *See* Wyo. Stat. Ann §§ 17-29-602, 17-29-603.

14. Plaintiff is not entitled to an accounting because it never issued a proper demand for information available to it under Wyoming Law. *See* Wyo. Stat. Ann §§ 17-29-504, 17-29-410.

15. Plaintiff is not entitled to an accounting of any transactions that took place prior to the dissolution of OtterSec because in a dissolution and winding up of a Wyoming LLC, a transferee is entitled to an account of the company's transactions only from the date of dissolution. *See* Wyo. Stat. Ann. § 17-29-502.

16. To the extent that Plaintiff's claims are brought against Defendants Otter Audits and RC Security as successors to OtterSec, and to the extent that claims against Defendants Robert Chen seek to pierce the corporate veil of OtterSec to hold him personally liable for actions he took in his corporate capacity, Plaintiff's claims are barred under Wyo. Stat. Ann. § 17-29-703(c).

17. Plaintiff is barred from seeking or obtaining some or all of the relief she requests by the doctrines of waiver, laches and/or acquiescence.

18. Plaintiff is estopped from pursuing the Complaint, in whole or in part, because Plaintiff's alleged injury was caused by Plaintiff's own actions.

19. Plaintiff's claims are barred in whole or in part by the doctrine of accord and satisfaction.

20. Plaintiff has not alleged facts that would justify piercing the corporate veils of OtterSec LLC and Defendants RC Security and Otter Audits to hold Defendant Robert Chen liable for actions taken by those corporations.

21. Any alleged harm suffered by Plaintiff was not directly or proximately caused by any conduct by Defendants, or by any person or entity whose acts may be attributed to Defendants for any reason, including theories of successor liability.

22. Any alleged harm suffered by the Plaintiff was the proximate result of the acts and/or omissions of parties over whom Defendants exercised no control.

23. Defendant Robert Chen cannot be held liable for actions or omissions he took, in his role as the Chief Executive Member of OtterSec, in good faith and to promote the best interests of the Company, per Section 4.7 of the OtterSec Operating Agreement and First Amendment.

24. Defendants cannot be held liable for punitive damages because none of the Defendants, nor any of Defendants' Otter Audits or RC Security's, officers, directors, managing agents, or employees acted with actual or express malice.

25. Plaintiff is equitably estopped from recovering on her claims because David Chen, acting on behalf of Sam Chen and/or his Estate, contributed to the breakdown of communications and relations between Robert Chen and Sam Chen and/or his estate.

26. Plaintiff's claims are barred, as presented here, under the doctrine of defect of parties because David Chen is not a party to this lawsuit and because resolving any claims in favor of Plaintiff without first joining David Chen as a plaintiff would subject Defendants to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations.

27. Plaintiff's claims are barred, in whole or in part, because they did not accrue prior to Sam Chen's death, and thus Plaintiff has no cause of action under Maryland Code, Estates and Trusts, § 7-40(y)(1).

28. Plaintiff's claim for breach of contract fails because Plaintiff lacks privity with Defendants.

Respectfully submitted,

Dated: **April 12, 2024**

/s/ Rachel Clattenburg
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Counsel for Defendants

CERTIFICATE OF SERVICE

I certify that on April 12, 2024, I filed the foregoing Amended Answer of Defendants Robert Chen, Otter Audits LLC, and RC Security LLC via CM/ECF which serves a copy on all counsel of record.

 /s/ Rachel Clattenburg
Rachel Clattenburg