

**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 “acquihire” 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 “acquihire.” 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 transferable 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
Fax: (202) 595-8253
rmc@levyfirestone.com
jal@levyfirestone.com
kcrennny@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-l(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-l(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
34E4F53B2A0A410...

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 5:41AM

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 10:28AM



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 cppo + 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 3:48PM

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 rly 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 2:07PM

can u do it like wednesday

or smth

bi-weekly



NotDeGhost u should do biweekly

ra 4/10/2022 2:09PM

Sync with cppio?



NotDeGhost 4/10/2022 2:09PM

yes



NotDeGhost can u send 4250 USDC to 63pRptL8cTBMfVBDeYwBa7Cvgnc7eW6CVr8vREAjZex6

ra 4/10/2022 2:10PM

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 2:11PM

pay arin

no rush

u can do it when u get back



ra 4/10/2022 2:11PM

Ok



NotDeGhost 4/10/2022 2:11PM

also does biweekly work for serum



ra 4/10/2022 2:11PM

Wait can't we pay him in usd



NotDeGhost 4/10/2022 2:11PM

uhh

it's fine dwai

usdc less fees

u should also ask tria to sit in



ra 4/10/2022 2:12PM

?? Wait what did you do with arin



NotDeGhost 4/10/2022 2:12PM

the bot sale

bruh



ra 4/10/2022 2:12PM

Ohhh

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



NotDeGhost 4/10/2022 2:13PM

lol



NotDeGhost also does biweekly work for serum

ra 4/10/2022 2:13PM

idk if there's that much to sync



NotDeGhost 4/10/2022 2:13PM

well the point woudl be to



ra 4/10/2022 2:13PM

Like even weekly because no bugs

Idk

 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 rlly 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 fffjjfjfjfjfjfj
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 cpio 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 prioritize 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 srry 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 liquidation_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 2:34 PM

O wait mb

Something else

I think oxygen

Oxygen



NotDeGhost 4/10/2022 2:35 PM

o ok



ra 4/10/2022 2:35 PM

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 2:36 PM

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

finding vulns requires being awake



ra 4/10/2022 2:36 PM

yea

Going to get smth to eat first tho



NotDeGhost 4/10/2022 2:39 PM

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 liquidatable

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



NotDeGhost 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 initializedd

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 darly

Daryl



NotDeGhost 4/10/2022 7:08PM

yeah was eating



ra 4/10/2022 7:08 PM

I got it



NotDeGhost 4/10/2022 7:41PM

<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 8:42PM

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 7:41AM

no like didn't cashio want a second auditing firm



NotDeGhost 4/13/2022 7:43AM

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 10:51AM
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-JWm8X9JWaYYngGe9MtQ7gSZdoZnbUNQ/edit#gid=0>

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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 prolly



NotDeGhost 4/13/2022 11:41AM
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 cpio

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/ cpio 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 12:56PM
o thought you were talking about voldemort



NotDeGhost or else they'll ask us this and it looks rly bad
ra 4/13/2022 12:57PM
sure



NotDeGhost 4/13/2022 12:57PM
ok so
we have nothing to show for serum rn?



ra 4/13/2022 12:57PM
we do not



NotDeGhost 4/13/2022 12:58PM
how is that possible
it's been like
1.5 weeks



ra 4/13/2022 12:58PM
serum is nowhere on the same level as port/jet
in terms of professionalism
and code quality



NotDeGhost 4/13/2022 12:58PM
ok well i was looking at it on the plane
and found some sus stuff so
in like 1 hr



ra 4/13/2022 12:59PM
pls post in serum channel
and i'll look at it w/ cpio



NotDeGhost 4/13/2022 12:59PM
wait i don't get how
u guys found nothing
i will share later



ra 4/13/2022 1:00PM
can u send now so i can look at it now



NotDeGhost 4/13/2022 1:00PM
no



ra 4/13/2022 1:00PM
? why



NotDeGhost 4/13/2022 1:00PM
u should look for it urself
if i can find it in an hr



ra 4/13/2022 1:01PM
serum is nowhere on the same level as port/jet
NotDeGhost 4/13/2022 1:01PM
this is just bs



ra 4/13/2022 1:01PM
in what way



NotDeGhost 4/13/2022 1:02PM
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 3:15PM

yea cppo 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 1:02PM

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 1:03PM

hm ok

tbh we're kinda on a roll though

i think this is a crit



ra 4/14/2022 1:03PM

⚠ pls stop asking me to go do other stuff

when im vibing tho



NotDeGhost 4/14/2022 1:03PM

okok

ok



ra 4/14/2022 1:04PM

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 4:37PM

hey

we shoudl chat



ra 4/14/2022 4:38PM

sure, now?



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



NotDeGhost 4/14/2022 5:34PM

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 5:47PM
what's the upside



NotDeGhost 4/14/2022 5:47PM
connects



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



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



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



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



ra 4/14/2022 5:50PM
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 5:51PM
yes hence why it's like
2.5% equity



ra 4/14/2022 5:51PM
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 5:52PM

im gonna just tell ppl
friends and family



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



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



ra 4/14/2022 5:58PM
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 cppo 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 10:21AM

shouldn't we do that first?

like

isn't it before exams rn



NotDeGhost 4/15/2022 10:21AM

i asked some ppl

and they were onboard



ra 4/15/2022 10:21AM

who



NotDeGhost 4/15/2022 10:21AM

harry

pew



ra 4/15/2022 10:22AM

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 11:51AM

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 12:03PM

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 wanna 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 wanna 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 4/16/2022 10:39 AM 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 11:10AM

hm mby pomo w/ cppio?



ra 4/16/2022 11:11AM

Yea sure after lunch



NotDeGhost 4/16/2022 11:11AM ra seems fine though yeah



ra 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 4/16/2022 11:55 AM amend the operating agreement



ra 4/16/2022 12:51PM

could you make this explicit somehow?

(bikeshed)



NotDeGhost 4/16/2022 12:51PM

it's in the email

Note that this replaces the existing operating agreement



ra 4/16/2022 12:56PM

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



NotDeGhost 4/16/2022 12:56PM

tfw

literally the only person who could lose out is me

💀 1

ok



NotDeGhost 4/16/2022 1:13PM

done



NotDeGhost 4/16/2022 1:57PM

what's ur dad's birthday?



ra 4/16/2022 5:35PM

for what



NotDeGhost 4/16/2022 5:35PM

check gink chat



ra 4/16/2022 6:33PM

tfw leeching off of foresight guys



NotDeGhost 4/16/2022 6:34PM

he made the gc

not me



ra 4/16/2022 6:34PM

lemon

thonk



NotDeGhost 4/17/2022 9:03AM

r u checking the

tom chat btw



ra 4/17/2022 10:28AM

just took a look

going to check out things he mentioned



NotDeGhost 4/17/2022 2:36PM

wait

why are we missing the run script

for port pocs

??



ra 4/17/2022 2:39PM

wut

clone.sh



NotDeGhost 4/17/2022 2:40PM

how do i even run thi sthing



ra 4/17/2022 2:41PM

run clone.sh



NotDeGhost 4/17/2022 2:41PM

ik

but how do i get the output

oh i think this was that issue agian

can u gimme access to hetzner

ssh-ed25519 AAAAC3NzaC1lZDI1NTE5AAAIKAs3QjSC1i8JGB5sgts+PidA652C54+wAGFbKBagBiR me@robertchen.cc



ra 4/17/2022 2:49PM

root@65.108.43.144

done



NotDeGhost 4/17/2022 3:00PM

can u kill the validator

on the box

the internet is dogshit

90kb/s



ra 4/17/2022 3:01PM

killed arb bot

network should be better



NotDeGhost on the box

ra 4/17/2022 3:01PM

actually which box

my box

or hetzner



NotDeGhost 4/17/2022 3:03PM

hetzner

no arb bot box is fine smh



ra 4/17/2022 3:03 PM

uhhh

how tf

is hetzner fucked

it has 20gb/s pipe (edited)

just reboot it



NotDeGhost 4/17/2022 3:03 PM

oh wait it's fine now



ra 4/17/2022 3:03 PM

L



NotDeGhost 4/17/2022 3:16 PM

ok i killed the validator

i hope we weren't running anything on it



ra 4/17/2022 3:23 PM

nah idts



NotDeGhost 4/17/2022 5:33 PM

what's the diff between

serum v3 and v4

could we do differential fuzzing between the two actually



ra 4/17/2022 6:22 PM

modularity really

probably



NotDeGhost 4/17/2022 6:22 PM

like are the outputs the same?

is it supposed to be the same?



ra 4/17/2022 6:26 PM

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 6:27 PM

uhh

wdytm



NotDeGhost 4/17/2022 8:21 PM

also did u claim port tokens yet



ra 4/18/2022 7:35 AM

no

should i

also

followup with david cai?

burrow is at \$400m tvl



NotDeGhost 4/18/2022 8:48 AM

uh wdytm david cai

or how does that relate w/ burrow



ra 4/18/2022 9:07 AM

David cai is the near vc



NotDeGhost 4/18/2022 9:08AM

the guy from woo networks?

we're having a chta w/ him right



ra 4/18/2022 9:08AM

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/3TtzTsJnSEkCzN33EGhmYvV5YNBJXoXxcWXQC1hcLS16YARH4zr1Lc7gevr1Ebmiyj6Dq3D8gbmxEEPruQQk5eA>

[Solana transaction details | Solscan](#)

Solana detailed transaction info for signature

3TtzTsJnSEkCzN33EGhmYvV5YNBJXoXxcWXQC1hcLS16YARH4zr1Lc7gevr1Ebmiyj6Dq3D8gbmxEEPruQQk5eA



NotDeGhost 4/18/2022 12:37PM

tfw wil didn't show up so

jet meeting was 7 minutes



ra 4/18/2022 12:37PM

lol



NotDeGhost 4/18/2022 9:08PM

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 9:31AM

can u ping cppio



NotDeGhost 4/19/2022 11:01AM

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 12:17PM

today?



NotDeGhost 4/19/2022 12:17PM

yes



ra 4/19/2022 12:17PM

o ok



NotDeGhost 4/19/2022 12:17PM

wana have a quick call

to talk abt jump ig



ra 4/19/2022 12:20PM

sure, in 10?



NotDeGhost 4/19/2022 12:20PM

kk



ra 4/19/2022 12:31PM

now good?



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



NotDeGhost 4/19/2022 3:01PM

did kanav show up



ra 4/19/2022 3:13PM

No



NotDeGhost 4/19/2022 3:13PM

tfw



ra 4/19/2022 3:13PM

Not yet thonk

Opened discord to come ask you if you knew lol



NotDeGhost 4/19/2022 3:13PM

ok uhh

mby leave for now

ig he'll ping me when he's free again



ra 4/19/2022 3:15PM

Thonk



NotDeGhost 4/19/2022 3:58PM

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 4:22PM

kk



ra 4/19/2022 4:38PM

aight what is it



NotDeGhost 4/19/2022 4:40PM

<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 9:31AM

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 9:33AM

i mean we can get

free advertising from them mby



ra 4/20/2022 9:33AM

yeah ig that was their entire pitch

you shill us

we shill you

and also we might do something idk



NotDeGhost 4/20/2022 9:40AM

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 3:25PM

tfw i tested positive for covid

ok so



ra 4/20/2022 3:27PM

unexpected



NotDeGhost 4/20/2022 3:27PM

i might've burned like

3k on this bahamas trip

pepega



ra 4/20/2022 3:27PM

gg

is anyone else going?



NotDeGhost 4/20/2022 3:28PM

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=b2NTUkJyNGhKeEp5TmNLWINNREV3dz09>

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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 layzero



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](https://github.com/LayerZero-Labs/solidity-examples)

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>



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



NotDeGhost 4/21/2022 2:46PM

tfw

ok

can u work on serum then

ive been basically doing the audit for u guys



ra 4/21/2022 2:53PM

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 2:54PM

i told u already

abt the fuzzer



ra 4/21/2022 2:54PM

yea



NotDeGhost 4/21/2022 2:54PM

what's the progress on that



ra 4/21/2022 2:56PM

i haven't started



NotDeGhost 4/21/2022 2:56PM

ok so

can u start

?



ra 4/21/2022 4:47PM



NotDeGhost 4/21/2022 4:47PM

uhh

how

wait is daryl up

can u tell him to do this



NotDeGhost 4/21/2022 5:02PM

3bd06231273ca346a5824ddd6fefff4c



ra 4/21/2022 5:05PM

?



NotDeGhost 4/21/2022 5:05PM

just putting it here for convenience



NotDeGhost 4/21/2022 6:18PM

serum?



NotDeGhost 4/21/2022 6:33PM

?



NotDeGhost 4/22/2022 2:54PM

how did jump go



ra 4/22/2022 2:56PM

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 2:56PM

what did u say



ra 4/22/2022 2:56PM

"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 2:56PM

oh

what did he say to that



ra 4/22/2022 2:57PM

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



NotDeGhost 4/22/2022 2:57PM

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 2:58PM

yeah
depending on comp ig



NotDeGhost 4/22/2022 2:58PM

at osec?

or at jump



ra 4/22/2022 2:58PM

osec

osec is just going to be owned by them right



NotDeGhost 4/22/2022 2:58PM

uhh

yeah prob



ra 4/22/2022 2:58PM

so they determine comp



NotDeGhost 4/22/2022 2:58PM

but kanav said we can just

keep the money

in osec

which is ?



ra 4/22/2022 2:59PM

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



NotDeGhost 4/22/2022 2:59PM

kk

if not this



ra 4/22/2022 2:59PM

how they want to structure aquihire



NotDeGhost 4/22/2022 2:59PM

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 6:51PM
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 8:03PM
couldn't find it, will look again tomorrow

NotDeGhost 4/22/2022 8:03PM
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 wanna 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

ohm

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 9:02AM

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

I 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 9:08AM

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

NotDeGhost 4/24/2022 9:08AM

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 9:09AM

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 9:10AM

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 9:11AM

i agree that jump probably won't fuck me
but, i still feel betrayed that you handwaved that part

NotDeGhost 4/24/2022 9:11AM

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 9:12AM

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 9:12AM

you just neglected to tell me anything or advocate on my behalf
so it was more inaction than action

NotDeGhost 4/24/2022 9:12AM

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 9:14AM

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 11:45AM

?

what have i been doing



ra 4/27/2022 11:46AM

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 11:50AM

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 11:50AM

did kanav tell u to do this?



NotDeGhost 4/27/2022 11:50 AM

but considering



ra 4/27/2022 11:51AM

Or did you decide to do this



NotDeGhost 4/27/2022 11:51AM

you've ghosted me for 3 days

and you won't even accept nojob as a mediator



ra 4/27/2022 11:51AM

My responsibility is to the company

Not you



NotDeGhost 4/27/2022 11:51AM

yeah so not doing any work and

ditching the one audit you were responsible for

was rly responsbiel right



ra 4/27/2022 11:51AM

You did say you were better than me at that audit



NotDeGhost 4/27/2022 11:51AM

wait do you hear yourself

"my responsibility is to the company"

proceeds to abandon all his work



ra 4/27/2022 11:52AM

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

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 12:00PM
alright, them 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 2:00PM
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 2:08PM
uh
can you transfer them over to me
say ur unavailable and i'll sit in the call

ra 4/27/2022 2:09PM
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 2:09PM
telegram

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

ra 4/27/2022 2:10PM
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 2:11PM
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)



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



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



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



ra 4/27/2022 2:36PM
NotDeGhost 4/27/2022 2:37PM
uhh maybe take the chat then
and see how it goes



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



NotDeGhost 4/27/2022 2:40PM
yeah



ra 4/27/2022 2:40PM
kk



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



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



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



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



NotDeGhost 4/27/2022 2:48PM
yeah i will over time (edited)
why delete?
also i understand you don't wanna 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 2:56PM
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 7:31PM

idk idr scheduling a meeting with them



NotDeGhost 4/27/2022 7:31PM

also can u share

what u sent to steel perlot



ra Click to see attachment



NotDeGhost 4/27/2022 7:31PM

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 7:35PM

not sure

tues

can u put pepsiup on the call

w/ steel perlot



ra 4/27/2022 7:42 PM

why?



NotDeGhost tues



ra 4/27/2022 7:43PM

can you take it then ig?



NotDeGhost 4/27/2022 7:43PM

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 7:47PM

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



NotDeGhost 4/27/2022 7:47PM

kk



ra 4/27/2022 7:47PM
didn't realize they scheduled this far in the future



NotDeGhost 4/28/2022 8:59 AM
should I tell sgc I'm not with osec anymore



ra 4/28/2022 8:59 AM
i already did
feel free to leave the gc



NotDeGhost 4/28/2022 9:07 AM
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 4/29/2022 12:07 PM
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 6:51AM



NotDeGhost ur still in a few?



ra 4/30/2022 6:51AM

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 converation



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 12:41PM

no not yet

i'll do it tomorrow



NotDeGhost 4/30/2022 12:41PM

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 zellic
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
ups
 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 acquihire



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



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



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



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



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



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



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



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



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



ra 5/4/2022 5:59PM
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 6:00PM
i am aware



ra 5/4/2022 6:00PM
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 6:01PM
regardless, the jump deal will not affect equity
so you will not lose out on this



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



NotDeGhost 5/4/2022 6:02PM
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 6:03PM
"this" being



ra 5/4/2022 6:03PM

this being

i am no longer pursuing dissolution



NotDeGhost 5/4/2022 6:03PM

sounds good



NotDeGhost but again, sorry confidential

ra 5/4/2022 6:04PM

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 6:04PM

again, sorry confidential



ra 5/4/2022 6:04PM

what you have negotiated on the behalf of the company



NotDeGhost 5/4/2022 6:04PM

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



NotDeGhost again, sorry confidential

ra 5/4/2022 6:06PM

what do you mean by "confidential"

do you have a nda signed?



NotDeGhost 5/4/2022 6:08PM

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 6:12PM

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



ra 5/4/2022 6:18PM

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



NotDeGhost 5/4/2022 6:19PM

- depends on your definition of "on behalf of"



ra 5/4/2022 6:45PM

this appears to be a conflict of interest



ra 5/5/2022 3:54AM

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 2:54PM

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 3:27PM

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 7:02PM

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 4:03PM

any update on this?

NotDeGhost 5/6/2022 4:04PM

do i have a legal obligation to provide this?

ra 5/6/2022 5:05PM

why do you not want me to know?

NotDeGhost 5/6/2022 5:09PM

i never said that?

ra 5/6/2022 5:11PM

ok, then can you please provide this information relevant to my interests as a stake holder?

NotDeGhost 5/6/2022 5:12PM

do i have a legal obligation to provide this?

as specified in the contract

ra 5/6/2022 5:15PM

what are you trying to hide?

NotDeGhost 5/6/2022 5:15PM

nothing?

ra 5/6/2022 5:18PM

why do I have to have a legal basis to ask for documents that relate to the company's business?

NotDeGhost 5/6/2022 5:19PM

im not saying you have to have one?

ra 5/6/2022 5:20PM

then provide the documents

NotDeGhost 5/6/2022 5:20PM

can you answer my question?

ra 5/7/2022 4:22AM

did you see what my father sent?

ra 5/9/2022 3:30PM

just making sure, osec funds aren't in sol or ust right

NotDeGhost 5/9/2022 3:30PM

nope

ra 5/9/2022 3:30PM

kk

NotDeGhost 5/9/2022 3:31PM

ust depegging?

ra 5/9/2022 3:31PM

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 \$0.86 earlier



NotDeGhost 5/10/2022 7:57AM

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 2:20PM

or you can always come back to osec



ra 5/11/2022 8:14PM

what is this



NotDeGhost 5/11/2022 8:15PM

transferwise

paying ppl



ra 5/12/2022 3:13PM

what's the company wallet addy?



NotDeGhost 5/12/2022 7:14PM

ledger got delayed, getting package tmrw

will setup in a few days



ra 5/13/2022 1:17PM

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



NotDeGhost 5/13/2022 1:18PM

we accidentally transferred twice

both the 29k and 11k

29k was enough for wise



ra 5/13/2022 1:18PM

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



NotDeGhost 5/13/2022 1:19PM

ask daryl?

he made it



ra 5/13/2022 1:20PM

are company funds still in ftx?



NotDeGhost 5/13/2022 1:20PM

yup



ra 5/13/2022 1:20 PM

y



NotDeGhost ledger got delayed, getting package tmrw



NotDeGhost 5/13/2022 1:20PM



ra 5/13/2022 1:21PM



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/76inDAoDYduQKPZXrktQTuZ4CS8Jf2KbWmL3Qo7A6T8um> 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

I'm sorry, I have personal communications that I can't share

if 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

I'm 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 2:38PM
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 2:40PM
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 2:40PM



NotDeGhost 5/13/2022 2:40PM
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 2:41PM
alright, then forfeit your shares



NotDeGhost 5/13/2022 2:41PM
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 2:44PM
how about a vested bonus?



NotDeGhost we need to incentivize them to stay long term
ra 5/13/2022 2:45PM
also, employees can't join a competitor because of the noncompete clause



NotDeGhost 5/13/2022 2:45PM
they could just quit?



ra how about a vested bonus?
NotDeGhost 5/13/2022 2:45PM
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 2:47PM
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 2:47PM
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 2:49PM
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 2:51PM

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 3:22PM

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 3:23PM

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 3:37PM
sorry, my parents want me to stop talking to you
about this



NotDeGhost 5/13/2022 3:37PM
??
can i talk to your parents then?



ra 5/13/2022 3:37PM
my dad is busy



NotDeGhost 5/13/2022 3:38PM
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



NotDeGhost let me see communications from jump



ra 5/17/2022 1:28PM
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 9:10PM
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 3:51AM
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 9:59PM
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 5:15AM
please stop stalling and fulfill my request



NotDeGhost 5/23/2022 8:36AM
im not stalling?



NotDeGhost hey, happy to provide any legal documents and/or agreements between ottersec and jump crypto
NotDeGhost 5/23/2022 8:36AM
.



NotDeGhost 5/26/2022 9:33AM
could you remind your dad to attend the company dissolution meeting
scheduled for tomorrow (May 27th), 1pm 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

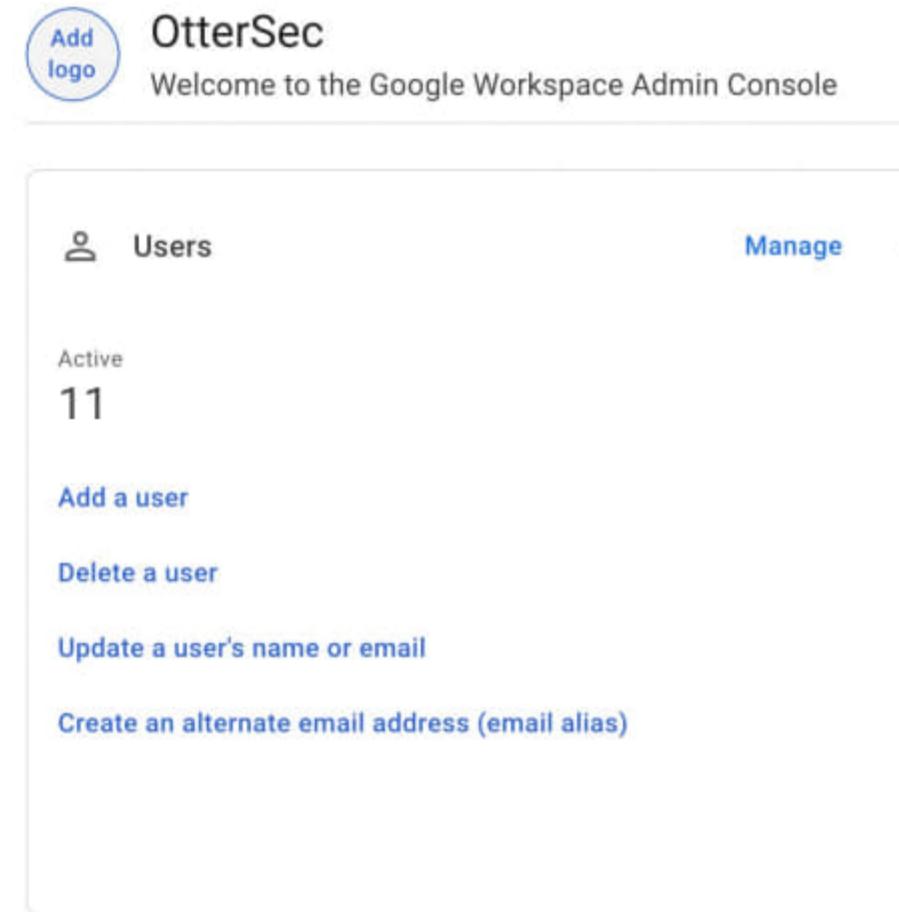
10 April 2022

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 + cpio 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
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
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
?
- R ra 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 are you going to get anything to eat 18:20
- RC Robert Chen yeah 18:20
- R ra uber eats or 18:20
- RC Robert Chen nah prob restraint 18:20
- R ra okie 18:20
- you still in the airbnb or nah 18:20
- RC Robert Chen ye 18:23
- 12 April 2022
- R ra About how long from now dyt we can start uxd 09:43
2-3 weeks?
- R ra Free tickets to crypto Bahamas if you participate in hackathon 11:01
- 19 April 2022
- RC Robert Chen also u might want to have a 1-1 chat with jonathan 09:57
from jump 09:58
just to talk more abt acquihire 09:58
- R ra ok 10:00
do i like 10:00
dm him 10:00
or what 10:00
- RC Robert Chen nah 10:00
i'll set it up with him for u 10:00
- R ra kk 10:00
- RC Robert Chen just giving a heads up 10:00
- R ra raydium wants an audit? woaw 10:13
- RC Robert Chen err where 10:13
- R ra email 10:13
- RC Robert Chen o waow 10:14
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 yeah idk 10:20
they should be mostly spl token swap tho
- RC Robert Chen o also 10:20
soldex 10:21
should we do the audit for 10:21
spl token swap clones? 10:21
- R ra soldex seems mildly scammy and broke based off their website 10:22
- RC Robert Chen hm ok ig we can decline it then 10:23
- R ra In reply to [this message](#) 10:23
yeah sure, but most probably can't cough up the amt we're looking for
to make it worth 10:23
if they're not established already w/ a large protocol treasury 10:23
- RC Robert Chen i mean we'd just be giving them a rubber stamp 10:23
my concern is that tarnishes brand name 10:23
- R ra yeah 10:23
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
 **WC** 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 15:29
want or are frustrated abt rn

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
infinity 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 [REDACTED]

Routing number [REDACTED]

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 [REDACTED]

Routing number [REDACTED]

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 [REDACTED]

Routing number [REDACTED]

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 “acquihire” 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 “acquihire.” 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 transferable 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