

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

I. CASE STYLE:

Plaintiff(s)

EZRA SCHOOLCRAFT,

Case No. 22-C-910

Judge: Barley

Plaintiff's Phone: _____

vs.

Defendant(s)

JEFFREY ISNER

Name

1244 Martins Branch Road

Street Address

Charleston, WV 25312

City, State, Zip Code

Days to
Answer

20

Type of Service

Personal Delivery

Defendant's Phone: _____

II. TYPE OF CASE:

☒ General Civil

☐ Mass Litigation [As defined in T.C.R. 26.04(a)]

☐ Asbestos

☐ FELA Asbestos

☐ Other: _____

☐ Habeas Corpus/Other Extraordinary Writ

☐ Other: _____

☐ Adoption

☐ Administrative Agency Appeal

☐ Civil Appeal from Magistrate Court

☐ Miscellaneous Civil Petition

☐ Mental Hygiene

☐ Guardianship

☐ Medical Malpractice

III. JURY DEMAND: ☒ Yes ☐ No CASE WILL BE READY FOR TRIAL BY (Month/Year): 11 / 2023

IV. DO YOU OR ANY
OF YOUR CLIENTS
OR WITNESSES
IN THIS CASE
REQUIRE SPECIAL
ACCOMMODATIONS?

☐ Yes ☒ No

IF YES, PLEASE SPECIFY:

☐ Wheelchair accessible hearing room and other facilities

☐ Reader or other auxiliary aid for the visually impaired

☐ Interpreter or other auxiliary aid for the deaf and hard of hearing

☐ Spokesperson or other auxiliary aid for the speech impaired

☐ Foreign language interpreter-specify language: _____

☐ Other: _____

Attorney Name: J. Zak Ritchie

Firm: Hissam Forman Donovan Ritchie PLLC

Address: P.O. Box 3983, Charleston, WV 25339

Telephone: (681) 265-3802

Representing:

☒ Plaintiff

☐ Defendant

☐ Cross-Defendant

☐ Cross-Complainant

☐ 3rd-Party Plaintiff

☐ 3rd-Party Defendant

☐ Proceeding Without an Attorney

Original and 2 copies of complaint enclosed/attached.

Dated: 11 / 01 / 2022

Signature: J. Zak Ritchie

SCA-C-100: Civil Case Information Statement (Other than Domestic Relations)

Payment Type K Receipt # 597062
\$200 \$135 Total Collected \$ 230.00
Summons Issued # 1 No Summons
☒ Return to Attorney \$20 CM x
☐ Mailed CM/RM \$5 CLK x
☐ Mailed to SOS w/check# \$15 MDF x
Sent to w/check #

Plaintiff: EZRA SCHOOLCRAFT, , et al **Case Number:** _____
vs.
Defendant: JEFFREY ISNER , et al

**CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE**

PBC Energy, LLC (Nominal Defendant) Defendant's Phone: _____
Defendant's Name
1244 Martins Branch Road Days to Answer: 30
Street Address
Charleston, WV 25312 Type of Service: WV SOS
City, State, Zip Code

Defendant's Name Defendant's Phone: _____
Days to Answer: _____
Street Address Type of Service: _____
City, State, Zip Code

Defendant's Name Defendant's Phone: _____
Days to Answer: _____
Street Address Type of Service: _____
City, State, Zip Code

Defendant's Name Defendant's Phone: _____
Days to Answer: _____
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City, State, Zip Code

Defendant's Name Defendant's Phone: _____
Days to Answer: _____
Street Address Type of Service: _____
City, State, Zip Code

Defendant's Name Defendant's Phone: _____
Days to Answer: _____
Street Address Type of Service: _____
City, State, Zip Code

IN THE CIRCUIT COURT OF
KANAWHA COUNTY, OF WEST VIRGINIA

EZRA SCHOOLCRAFT,

Plaintiff,

v.

JEFFREY ISNER,

Defendant,

And

PBC ENERGY, LLC,

Nominal defendant.

CIVIL ACTION NO. 22-C-910
Bailey

VERIFIED COMPLAINT

Plaintiff Ezra Schoolcraft (“Ezra”), individually and derivatively on behalf of the nominal defendant PBC Energy, LLC (“PBC”), for his complaint against Defendant Jeffrey Isner (“Jeff”), allege, by their attorneys, as follows:

INTRODUCTION

1. For years, Jeff and Ezra had been longtime friends and business associates. They both had membership interests in PBC, Pillar Energy, LLC (“Pillar Energy”), Pillar Enterprises, LLC (“Pillar Enterprises”), Pillar Fund 1, LLC (“PF1”), Pillar Fund 2, LLC (“PF2”), and Sycamore Midstream LLC (“Sycamore”) (collectively, the “Business Entities”) — a series of oil and gas businesses that Jeff and Ezra created. They were also co-managers of a number of those entities. But as a result of tortious actions taken by Jeff after the companies began generating substantial revenue and became valuable, things changed.

2. At its core, this case arose out of Jeff’s mismanagement, self-dealing, intentional nondisclosure of critical business information related to the Business Entities that occurred in the later years of operation, and his efforts to conceal his numerous misdeeds. Through that

misconduct, Jeff violated duties he owed to Ezra and certain Business Entities. But that is only the tip of Jeff's iceberg of tortious activity.

3. By contrast, Ezra had been mindful to act for the benefit of the Business Entities in carrying out his duties related to them. As Jeff's mismanagement and self-dealing started to become evident, Ezra diligently endeavored to prevent it. However, unbeknownst to Ezra and despite his best efforts, Jeff had intentionally hid information — including improper actions that Jeff had taken — about the Business Entities.

4. Eventually, Ezra discovered what Jeff had sought to hide: bad deals, worse renegotiations, and self-motivated, unilateral actions that were outside Jeff's power under the applicable operating agreements and not in the best interests of the Business Entities. Ezra confronted Jeff about hiding the improper and inappropriate actions, making clear that Ezra intended to thoroughly investigate and to rectify those actions. In response to Ezra's decision to investigate and correct Jeff's conduct, Jeff sought to vindictively punish and harm Ezra.

5. Jeff did so by organizing, initiating, and executing a plan to oppress and squeeze-out Ezra from the Business Entities. Jeff intentionally sought to, and did, deprive Ezra of valuable interests in, and benefits from, the Business Entities. As a result, Ezra suffered millions of dollars of damages to him and his family.

PARTIES

6. Plaintiff Ezra Schoolcraft is a trained engineer and active businessperson who resides in Putnam County. Prior to the wrongful acts of Jeff, Ezra was a member in Pillar Energy, with 32.5% of the ownership interests in that company. Despite Jeff's wrongful acts concerning Pillar Enterprises, Ezra is still a member in Pillar Enterprises, with 1.28% of the ownership interests in that company. Through a single-member West Virginia limited liability

company, Hadic, LLC, Ezra is a member of Sycamore with 5.05% of its ownership interests. Prior to Jeff's wrongful conduct, Ezra was also manager of Sycamore. Additionally, Ezra has been and continues to be a member of PBC with 50% of its ownership interests, PF1 with 21.33% of its ownership interests, and PF2 with 5% of such interests.

7. PBC Energy, LLC, a nominal defendant named for purposed of the derivative claim, is a West Virginia limited liability company, with its principal office located in Kanawha County. PBC has two members — Ezra and Jeff, each with 50% membership interests. However, PBC does not have a membership operating agreement.

8. Upon information and belief, Defendant Jeffrey Isner is a member of PBC, Pillar Energy, Pillar Enterprises, PF1, PF2, and Sycamore. In addition to being a member of those entities, Jeff also directly or indirectly helped to manage, control, and operate them. Based on information and belief, Jeff is a resident of Jackson County, West Virginia.

JURISDICTION AND VENUE

9. This Court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution and West Virginia Code § 51-2-2.

10. Venue is proper in this Court because the cause of action arose in Kanawha County, where the Business Entities are based and headquartered.

BACKGROUND

Ezra helps build a successful group of related oil and gas businesses with Jeff.

11. Ezra and Jeff became close friends while they were co-workers at a business adjacent to the oil and gas industry. Jeff was on the sales team, and Ezra — who has a master's degree in electrical engineering and is a professional engineer — was on the technical side of things. In those roles, Ezra and Jeff spent a lot of time together.

12. During that time, Ezra and Jeff began discussing the possibility of entering the oil and gas production business through the purchase of oil and gas wells.

13. In 2009, Ezra and Jeff did just that. They started Pillar Energy and by the beginning of 2010, Pillar Energy purchased its first 10 wells.

14. From the beginning, Jeff handled much of the administration and office side of the business. Ezra, on the other hand, handled the technical and field aspects of the business, which were critical to produce the oil and gas efficiently and effectively. Indeed, that division of labor would continue throughout the years of the Business Entities: Jeff handled the administration and office, while Ezra handled the production and the field. Because of that division of responsibilities, Jeff was more frequently present in the office and dealt with financial matters, while Ezra spent much of his time in the field — and later as the Business Entities grew — meeting and conferring with the employees in the field to ensure maximized production.

15. In those early years, in addition to working and expending time, money, and resources into Pillar Energy, Ezra and Jeff maintained employment with other companies.

16. As time passed, their oil and gas production business grew, allowing Jeff to go full time with Pillar Energy. As such, Jeff was paid a salary by Pillar Energy. Although Ezra had not yet become a fulltime employee of Pillar Energy, he still handled a majority of the field work. During the time that Jeff was a full-time, compensated employee of Pillar Energy and Ezra was not, Jeff did handle some of the field work. However, Jeff's efforts in the field were subpar.

17. By 2016, the Business Entities had accumulated hundreds of wells. In order to fund that expansion, the Business Entities took on additional debt, including through seller-financing arrangements where the Business Entities paid the seller of the acquired oil and gas assets over time.

18. As the production business grew, Jeff and Ezra also formed additional companies, including Pillar Enterprises and PBC. With Pillar Enterprises, Jeff and Ezra took on additional investors. Pillar Enterprises had various members and was governed by a membership operating agreement. On the other hand, PBC, of which only Ezra and Jeff were members, did not have a membership operating agreement in place.

19. In light of the Business Entities' growth, Ezra was able to become a fulltime, compensated employee of Pillar Energy, as Jeff had done a few years before. However, in order to conserve the Business Entities' much needed resources, Ezra deferred in whole or in part many of his paychecks. That deferral was rolled into a debt owed to Ezra.

20. During almost all of the time Ezra was a fulltime employee of Pillar Energy, he maintained a second job. That second job was necessary for him, allowing him to make an income, and beneficial to the Business Entities. Indeed, Ezra's second job permitted him to agree to the deferment of many of his paychecks, benefiting the Business Entities by freeing up additional short-term capital. By contrast, upon information and belief, although Jeff did not maintain other employment, he frequently ceased his work for Pillar Energy in order to tend to supposedly personal matters.

21. With both Ezra and Jeff on board as fulltime employees, the pair went back to fully handling their respective responsibilities: Ezra handled the production and technical operation aspects of the business, as well as the field; Jeff handled the administration, finances, and the office. While Jeff was in charge of making proper payments and keeping the books in order, Ezra ensured that the Business Entities' production operation ran smoothly. To that end, Ezra performed the flow and production analysis, as well as tending the wells to optimize their

productiveness. He also planned and managed the projects in the field to further the business, including manning gas flows, laying new lines, and replacing and maintaining field assets.

22. By this time, Pillar Energy began rapidly hiring new employees to help with the growing business. The majority of the responsibility for communicating with, training, managing, and organizing those employees fell on Ezra, which made sense. A majority of those employees were based outside of the office — that is, their primary work was typically out in the field. Additionally, through his prior work, Ezra had experience with building a team.

23. In addition to his operations and management roles, Ezra also worked to increase the revenue opportunities for the Business Entities. Ezra consistently searched for additional sales opportunities for the oil and gas produced by those entities.

24. In short, given his background in the oil and gas sector — including his work as an engineer with expertise in oil and gas measurement equipment — as well as his other work, Ezra was invaluable to the Business Entities efforts to become a major player in the West Virginia oil and gas space.

Jeff begins to make decisions that are not in the best interests of the Business Entities.

25. Although Ezra and Jeff's division of labor had worked for years and helped the Business entities grow, Jeff began making decisions for the Business Entities that were not in their best interests. Making matters worse, he did so unilaterally, without the agreement or over the objection of Ezra. At times, Jeff made such decisions in spite of Ezra's well-supported objections. And Jeff concealed certain decisions he made and actions he took, depriving Ezra of any opportunity to have input over matters of critical importance to the Business Entities.

26. For instance, in 2016, Jeff insisted on executing a leveraged purchase of assets owned by Rubin Resources, Inc. (“Rubin”). The proposed purchase was to be transacted on behalf of Pillar Energy and required it to take on seller-financed debt for the purchase price.

27. Ezra objected to that purchase because he believed it would be detrimental to Pillar Energy and the Business Entities. For instance, Ezra determined that the revenues generated by the Rubin assets did not sufficiently cover all of the expenses they entailed. That alone was reason enough to not execute the purchase. Indeed, Ezra made his concerns and objections about the proposed Rubin deal known to Jeff.

28. But Ezra’s objections did not change Jeff’s insistence. Although Ezra — a member of Pillar Energy — had not agreed to the transaction, Jeff knowingly and impermissibly agreed to the Rubin purchase, purportedly on behalf of Pillar Energy.

29. Jeff did so despite that the fact that under Pillar Energy’s Operating Agreement, Ezra’s objection was sufficient to defeat the proposed purchase of the Rubin assets. Indeed, that Operating Agreement provides that a proposed asset acquisition requires the approval of 90% of the membership interests — effectively unanimous approval by Pillar Energy Members.

30. In other words, Jeff impermissibly ignored the well-supported opposition of his co-member to the detriment of the Business Entities, deciding to purchase the Rubin assets that were not even covering cost, expenses, and debt.

31. Making matters worse, Jeff engaged in a series of surreptitious actions in order to effectuate the impermissible purchase of Rubin assets and to conceal aspects of that deal from Ezra.

32. In order to complete the purchase, Jeff was supposed to deliver a letter of consent that required Ezra's signature. Ezra never signed that letter or consented to the Rubin purchase. But that did not deter Jeff.

33. Regardless of Ezra's objections, Jeff executed an Asset Purchase Agreement dated July 1, 2016 purportedly on behalf of Pillar Energy. As part of that agreement, Pillar Energy purchased oil and gas wells, as well as other associated assets, from Rubin.

34. Likewise, related to that Asset Purchase Agreement, Jeff executed a promissory note on behalf of Pillar Energy. That note, which was dated July 7, 2016, reflected a 15-year balloon payment structure, with potential monthly payments that could be deferred in whole, or in part, at the discretion of Pillar Energy (the "Initial Note").

35. Although Jeff showed the Initial Note to Ezra, Ezra did not consent to it. But again that did not stop Jeff; he executed the Initial Note.

36. Later, Jeff came to know that he could be held personally liable for that Rubin purchase debt due to his execution of the Asset Purchase Agreement and Initial Note without proper authority. However, in an effort to induce Ezra not to hold Jeff accountable for Jeff's impermissible execution of the Rubin purchase, Jeff provided Ezra with what he represented to be the promissory note.

37. Due, in part, to the structure of the Initial Note, Jeff successfully induced Ezra not to hold Jeff personally liable for the debt he created for Pillar Energy by way of the Rubin purchase.

38. Eventually, however, Ezra discovered that the Initial Note was illusory and that Jeff had agreed to different terms, which were deleterious to the Business Entities.

39. In 2020, four years after Jeff's execution of the deal with Rubin and the Initial Note, Pillar Energy was negatively affected by larger oil and gas market pressures. During that time, Ezra and Pillar Enterprises, which received payments from Pillar Energy for management services, allowed Pillar Energy to defer payments to conserve vital financial resources. Likewise, Pillar Energy decided to defer payments to Rubin as provided under the Initial Note. Such deferment was accordingly in the best interests of the Business Entities.

40. Despite the deferments decisions, and the agreement of Pillar Energy and its officers to defer payments in the interests of the Business Entities, Ezra discovered that Jeff had surreptitiously been making payments to Rubin.

41. Ezra and other Pillar Energy affiliated parties found Jeff's secret continued payments to Rubin troubling and confusing, given the deferral language contained in the Initial Note. They accordingly confronted Jeff about those payments and sought to defer further payments to Rubin under that provision of Initial Note.

42. Eventually, Jeff agreed to defer those payments. Accordingly, Pillar Energy paused payments to Rubin.

43. In response to that pause, Rubin sent a default letter and threatened legal action against Pillar Energy, claiming that Pillar Energy could not pause payments under the governing promissory note.

44. Ezra was surprised by Rubin's letter and threat. Under the terms of the of the Initial Note, Pillar Energy had the discretion to pause such payments. Indeed, based on the Initial Note and Jeff's representations about it and its effectiveness, Pillar planned to send a letter to Rubin explaining that the Pillar could defer payments under the Initial Note and that there was therefore no basis for Rubin to bring a legal action against Pillar based on its payment pause.

45. The planning and preparation concerning the response to Rubin caused the Business Entities to allocate substantial resources and to incur weeks of legal fees.

46. However, shortly before that letter was to be sent, Jeff disclosed to Ezra for the first time, that Jeff had executed a *different* promissory note with Rubin dated October 6, 2016 — just a few short months after the Initial Note — purportedly on Pillar Energy’s behalf (the “Undisclosed Note”). Under the Undisclosed Note, Pillar Energy no longer had sole discretion to defer monthly payments to Rubin. Instead, Rubin had to consent to any payment deferment, effectively instituting a mandatory monthly payment to Rubin from Pillar.

47. Although Ezra eventually discovered the existence of the Undisclosed Note due to the disagreement with Rubin, he did so despite Jeff’s efforts to conceal that note from Ezra. For years, Jeff had never notified Ezra of the existence of the Undisclosed Note or its terms, and Jeff had not obtained Ezra’s consent to enter into the Undisclosed Note.

48. On top of Jeff’s deception, his decision to execute the Undisclosed Note harmed the Business Entities. For instance, because Jeff entered into the Undisclosed Note, the Business Entities were forced to forgo an exceedingly valuable and beneficial opportunity. One of the other companies from which Pillar Energy had purchased a number of seller-financed wells was interested in restructuring the debt that Pillar Energy owed to it. That potential restructure would have resulted in Pillar Energy being relieved of millions in dollars of debt. Instead of seizing upon the chance to relieve Pillar Energy of millions of dollars in debt, Jeff acted to the detriment of the Business Entities by binding them to make substantial payments to Rubin that would not have otherwise been required at those times.

49. Upon discovering the Undisclosed Note, Ezra made clear to Jeff that its terms were patently harmful to the Business Entities, as well as their various business interests. Ezra

similarly explained that Jeff's agreement to the Undisclosed Note was imprudent and improper. Ezra was not alone in his recognition that the Undisclosed Note was imprudent, improper, and harmful to the Business Entities — others associated with those entities likewise acknowledged as much. Indeed, that harm would continue to materialize.

50. Because of the imprudent and improper nature of Jeff's agreement to the Undisclosed Note, Ezra was not certain that its terms were enforceable against Pillar Energy and similarly had questions regarding the validity of the obligations arising from the Initial Note. In light of that substantial uncertainty, Ezra objected to making payments to Rubin under the terms of the Undisclosed Note until the situation could be clarified and sorted out.

51. In the weeks following the discovery of Jeff's improper agreement, Pillar Energy sought to ascertain what had occurred and to identify a sound course of action in light of the Undisclosed Note. As part of that process, Ezra and others associated with Pillar Energy asked Jeff about his unilateral and improper decision to execute the Undisclosed Note. Jeff provided a number of apparent (sometimes contradictory) excuses, which acknowledged that Jeff's execution of that Undisclosed Note was improper. For instance, Jeff claimed that representatives of Rubin had tricked him into executing the Undisclosed Note. And, on information and belief, Jeff reasoned that because Ezra was unwilling to execute the Initial Note and had raised concerns regarding Jeff's decisions, Jeff intentionally chose to hide the Undisclosed Note from Ezra and to not ask him to execute it.

52. Jeff was advised that because he had executed the Undisclosed Note without proper approval or authority — outside of terms of Pillar Energy's Operating Agreement — he was personally liable for the Undisclosed Note.

53. Ezra reiterated to Jeff that Jeff was responsible for the Undisclosed Note and that Jeff's actions had violated the duties to, as well as trust and best interests of, the Business Entities and their members. Therefore, Ezra clarified that any resolution concerning Rubin or the notes would require a significant adjustment in the leadership roles of Pillar Energy.

54. Before that adjustment could be made, however, Jeff yet again improperly and imprudently executed an agreement for which he lacked authority and that harmed the Business Entities. Endeavoring to resolve the payment problems raised by Rubin — an issue directly and unilaterally created by Jeff's hand — Jeff agreed with Rubin to restructure the loan and create new beneficial terms for Rubin ("the Unapproved Resolution"). In addition to other terms, Jeff agreed to have Pillar Energy, among other things, make payments to Rubin: \$200,000 in November 2020, \$750,000 in January 2021, and \$750,000 in January 2022.

55. Those Pillar Energy funds, however, had been allocated for other purposes in the interest of the Business Entities and their members. For instance, those funds were to be used to reduce a significant accumulation of deferred management fees that Pillar Energy owed to Pillar Enterprises. Because those management fees were the primary revenue stream of Pillar Enterprises, the failure to remit those fees when Pillar Energy had the ability to do so deprived Pillar Enterprises and its members of important funds. And Pillar Energy was also to use those funds to plug wells, which is legally required and helps to mitigate potential liabilities.

56. Ultimately, Jeff entered into the Unapproved Resolution without Ezra's approval, resulting in yet another violation of the Pillar Energy operating agreement. Because Jeff had acted alone without authority, members of the Business Entities required that Jeff locate the money to remit the \$200,000 November 2020 payment to Rubin from someplace other than Pillar Energy or Pillar Enterprises.

57. Due to Jeff's surreptitious, improper, and harmful agreement to the Undisclosed Note, Pillar Energy expended much needed funds that would have otherwise not been necessary to remit at the time if the Initial Note had remained effective. That constituted a substantial harm to Pillar Energy and the Business Entities, as well as their respective members.

58. But Jeff's wrongful conduct was not limited to his control over Pillar Energy. On or around the same time that Jeff made the first \$200,000 payment to Rubin, Jeff made a transfer of approximately \$200,000 from PBC to Pillar Energy. Upon information and belief, he did so partly in order to limit the unpermitted use of Pillar Energy funds to make the Rubin payments and in response to the requirement imposed upon Jeff that he find the money himself. However, Jeff was not permitted to use PBC money to make payments to Rubin.

59. In making that transfer, Jeff knowingly risked violating a Stock Purchase Agreement that PBC had entered into with Blue Creek Gas Company ("Blue Creek") — a valuable company with productive assets — and its sole owner (the "Blue Creek Agreement").

60. By way of that Blue Creek Agreement, PBC had purchased the ownership interests in Blue Creek from its owner. That purchase was seller-financed. As part of that seller-finance arrangement, the Blue Creek Agreement prohibited PBC from making any payment to one of its affiliates — such as Pillar Energy — and limited PBC's ability to make distributions.

61. Despite knowing that the roughly \$200,000 transfer from PBC to Pillar Energy for paying Rubin violated the Blue Creek Agreement and accordingly risked voiding the beneficial seller-finance arrangement contemplated under it, Jeff intentionally made that transfer. Again, Jeff acted to the detriment of the Business Entities and their members.

62. But as with Pillar Energy, Jeff amplified the harm created by his knowingly detrimental conduct by seeking to conceal that conduct. Jeff made the \$200,000 transfer without

Ezra's knowledge or consent. But despite Jeff's efforts to conceal his conduct, Ezra did eventually discover that transfer after it had been made.

63. Once it was discovered that Jeff had moved money out of PBC contrary to the Blue Creek Agreement, upon information and belief, the former owner of Blue Creek required Jeff to submit monthly bank statements. Contemporaneously, Jeff also indicated to Ezra that Jeff planned to pay in full the debt owed to the former owner of Blue Creek. He did so despite the fact that the payment terms under the Blue Creek Agreement were friendly to PBC and that it was in PBC's best interests to continue paying based on those terms over time. Upon information and belief, Jeff's plan to pay the debt early resulted from discussions he had with the former owner of Blue Creek concerning Jeff's secret and impermissible removal of funds from PBC, which he used to pay Rubin per the Unapproved Resolution.

64. However, Ezra would come to find out that was not the only ill-advised transfer Jeff made. Ezra discovered that Jeff had made hundreds of thousands of dollars in transfers from one of the Business Entities to another, further risking the wellbeing of the Business Entities. Worse yet, prior to Ezra making that discovery, Jeff had materially misrepresented both the nature and extent of those transfers to Ezra, in an effort to further conceal his improper conduct. On information and belief, Jeff engaged in that conduct in an effort to keep remitting payments under the Undisclosed Note and to prevent it from being discovered by Ezra and other members of the Business Entities.

Ezra informs Jeff that he will no longer abide by Jeff's surreptitious and harmful conduct in operating the Business Entities; Jeff seeks to silence and punish Ezra.

65. In November 2020, Ezra informed Jeff that he would no longer abide by Jeff's secretive and harmful mismanagement of the Business Entities. After investigating Jeff's

improprieties, Ezra determined that Jeff had not acted in a manner justifying Ezra's trust in Jeff's performance of his responsibilities, especially those over financial matters.

66. At a meeting between the two, Ezra directed Jeff to fulfill his legal obligations to the Business Entities and their members. Ezra also informed Jeff that if he continued his intentional and harmful management of the Business Entities and refused to comply with his legal duties, Ezra would consider pursuing other avenues of relief to ensure that the best interests of the Business Entities were served. Likewise, Ezra told Jeff that based on Jeff's conduct, Ezra could no longer trust him to carry out the best interests of the Business Entities.

67. Ezra made clear that he did not want, and would not permit, Jeff's harmful conduct to continue. Ezra explained that if Jeff would not otherwise agree to rectify his misconduct and include Ezra on financial matters, there were three options for moving forward: (1) restructure the responsibilities of the company such that Jeff was removed from certain roles, including those that had responsibility and authority over finances and dealmaking; (2) have Ezra bought out; or (3) have Jeff bought out.

68. However, Ezra and others explained to Jeff that there were legal remedies available to hold Jeff accountable and liable to the Business Entities and their investors in the event that Jeff did not acknowledge and rectify the past misconduct. Indeed, Jeff already knew that he was liable for the debt created by way of the Rubin deal.

69. As part of Ezra's proposed remedial effort in light of Jeff's mismanagement and deception, Ezra requested that Jeff memorialize communications with Ezra via email. But Ezra did not communicate to Jeff that he wanted to cease carrying out his operational responsibilities with respect to the Business Entities while they arranged an agreed solution. Instead, Ezra continued to carry out his duties and perform in the best interests of the Business Entities.

However, Ezra clarified to Jeff that Ezra would not enable, conceal, or be a party to, Jeff's deleterious and improper actions. Ezra would hold Jeff accountable for them.

70. For a time, Jeff appeared to entertain the three options Ezra had presented in an effort to address Jeff's misdeeds. Although those three options would later be referred to by Jeff and others as the options for "getting out" of the Business Entities, those three options boiled down to two fundamental ideas: either Jeff be removed from a position where he could continue to violate the Business Entities operating agreements and his duties to their members or one of them would have to be bought out for a mutually agreed price.

71. Concerning the first option, Ezra laid out a high level strategy to Jeff, as well as others interested in the Business Entities, about how to restructure Pillar Energy to renew the integrity of its corporate activity that Jeff had repeatedly diminished. A key aspect of that strategy was to appoint someone to assume duties of a Chief Financial Officer who would answer to the Business Entities' members. In the past, Pillar Energy had hired someone else to review the finances. However, due to frustration with the restrictions Jeff placed on the Business Entities' financial information, that individual quit. Indeed, Ezra, Jeff, and others interested in the Business Entities discussed the first option in such detail that Ezra had identified and proposed a candidate for that CFO role.

72. Ezra, Jeff, and the other interested individuals also discussed the second option, the buyout of Ezra's interests, in detail. Ezra explained that — just as was the case with the option for Jeff to be bought out — under the Ezra buyout option, Ezra would voluntarily and mutually agree to exit from his investment and ownership in the Business Entities in exchange for receiving sufficient payment for his rightful ownership interests. Through the discussions of that Ezra buyout option, the group generally identified three parts to the potential arrangement.

First, Ezra would be removed as a guarantor and signatory for the Business Entities' promissory notes and debt. Second, Ezra would find a buyer to purchase his ownership interests in those entities. But as the group discussed, Jeff and others interested in the Business Entities' would have right of first refusal at whatever price Ezra was able to elicit from the potential buyer he found. And as the final part of the Ezra buyout option, the Business Entities would hire an individual or group who would transition into Ezra's roles.

73. Unlike the first two options, the proposed buyout and removal of Jeff from the Business Entities was not discussed in extensive detail. However, after the Undisclosed Note had been discovered in or around late Summer 2020, those interested in the Business Entities requested a number of meetings with and without Jeff. At one of those meetings, which Ezra attended, the group sought to assess whether Jeff had intentionally executed the Undisclosed Note with the purpose to harm and defraud the Business Entities and their members or whether Jeff had simply acted in a negligent or reckless manner in executing that note.

74. In light of Ezra's commitment to stopping Jeff's malfeasance, the options for removing Jeff from responsibility or ownership in the Business Entities, and the possibility that Jeff may be held personally liable for the Undisclosed Note, Jeff designed and executed a plan to punish Ezra for holding Jeff accountable. That plan included oppressing, freezing-out, and removing Ezra from the Business Entities.

75. In order to execute that plan, Jeff began laying the foundation for Ezra's eventual removal. That foundation consisted of misrepresenting Ezra's statements and actions in an effort to paint him in a negative light. Jeff thereby sought to justify both Ezra's removal from management positions and the involuntary relinquishment of Ezra's ownership interests for less than their value.

76. For instance, based upon information and belief, Jeff began spreading word among individuals associated with the Business Entities, including their investors, that Ezra was not fulfilling, and would no longer fulfill, his operational responsibilities and duties to the Business Entities. But that was not the case. Ezra had fulfilled those responsibilities and duties and was committed to doing so until such time as an agreement was reached that involved voluntarily dissociation from the Business Entities if forced to do so by Jeff's refusal to acknowledge and rectify his mismanagement.

77. To further his plan, Jeff began frustrating Ezra's ability to fulfill his duties. Jeff endeavored to inhibit Ezra's ability to meet with staff by canceling Ezra's meetings with staff and excluding Ezra from meetings.

78. Those meetings had become quite important to the operation of Ezra's field team. Because of the COVID pandemic, Ezra's team was not permitted in the office for an extended period. However, the field operations had to continue — the activity of the Business Entities was deemed essential. As a result, Ezra's team met outside of the office. Those meetings were important to ensure that the team was on the same page and focusing on the field priorities that Ezra set. In part due to these outside of the office meeting, Ezra began traveling more. By stifling Ezra's ability to meet with his team, Jeff sabotaged Ezra's ability to efficiently carry out his responsibilities and detrimentally impacted the Business Entities' operations.

79. But Jeff's coordinated effort to oppress, freezeout, and punish Ezra for Ezra's efforts to protect the interests of the Business Entities did not stop. Instead, they got even more drastic.

Jeff carries out plan to punish Ezra by removing him from certain Business Entities and depriving Ezra of ownership and other benefits based upon falsities and misrepresentations. And Jeff executes plan to negotiate a resolution to his malfeasance in bad faith.

80. Despite Jeff's pressure campaign, Ezra would not kowtow to it. Instead, Ezra continued to insist that Jeff's mismanagement be acknowledged and rectified to protect the best interests of the Business Entities moving forward.

81. In late winter to early spring of 2021, Ezra continued to pursue avenues to hopefully resolve the issues with Jeff's ill-advised conduct or to reach a mutual agreement as to one of the three options for moving forward if Jeff would not acknowledge and rectify that conduct.

82. During that time, however, Ezra began to notice anomalies related to his company email account. That is, Jeff began responding about emails that Ezra had not included him on.

83. With the help of Pillar Energy's third-party IT company, Ezra discovered that someone, without the IT company's knowledge, had given Jeff technological permissions to monitor Ezra's email traffic. Upon information and belief, Jeff also had the ability to send, receive, and delete emails and appointments associated with Ezra's account. That deceptive arrangement was particularly concerning to Ezra because, among other things, Ezra frequently used email to communicate with other members of the Business Entities about their collective concerns regarding Jeff and his malfeasance.

84. Around that same time, the oil and gas market began trending up. Far from the low prices and bad market conditions that had squeezed the company early on, by early 2021, market indicators were signaling that the Business Entities were likely to do better and capitalize on Ezra's hard work. For instance, Pillar Energy could now lock in contracts that would set the Business Entities up to become profitable. In other words, ownership interests in the Business Entities were looking increasingly valuable.

85. In January of 2021, Pillar Energy also received a multimillion dollar infusion of cash that was part of a previous deal. And as part of that same deal, Pillar Energy was also slated to receive another substantial payment in January 2022.

86. That market trend made it even more important that Ezra and Jeff mutually agree on which of the three options they would pursue, so that they could each be treated fairly, and the Business Entities were able to thrive. Instead, Jeff concocted a different, fourth path that would deprive Ezra of the increasingly bullish interests in the Business Entities.

87. Despite Ezra's efforts to reach a mutual resolution, he received a letter from Jeff dated for March 15, 2021. By way of that letter, Jeff repeated his mischaracterization of Ezra's words and actions, portraying Ezra in a negative and false light. The letter claimed that Ezra was not able or willing to fully carry out his operational duties and responsibilities with respect to the Business Entities, which was not true. And according to Jeff's letter, Ezra had failed to sufficiently take part in the business — again not the case.

88. Oddly, the inaccurate contentions Jeff made in that letter stood in stark contrast to his statements in face-to-face meetings with Ezra and others interested in the Business Entities. During those meetings, Jeff, as well as other interested members, acknowledged that Ezra was keeping the gas and oil flowing, which was the primary objective of Ezra's role as COO. In other words, Jeff and other interested members recognized that — contrary to the letter assertions — Ezra was performing his job and delivering on his duties.

89. Based on Jeff's mischaracterizations, his March 15 letter incorrectly asserted that Ezra's conduct constituted either a constructive dissociation or breach of one of the Business Entities' operating agreements. Jeff's letter continued with that thread, threatening that Ezra's conduct constituted adequate grounds to declare an involuntary transfer of his ownership

interests in Pillar Energy pursuant to its operating agreement. And Jeff asserted that under Pillar Energy's repurchase rights and valuation formula, Ezra's interests had no positive equity value. Making matters worse, on information and belief, Jeff had designated himself or someone carrying out his directions to determine the supposed value of Ezra's interests. In short, Jeff's letter was inaccurate and fabricated on every front.

90. However, Jeff's letter went on to propose an alternative for Ezra's separation from the Business Entities. In exchange for relinquishing his ownership interests and executing a mutual release of claims, the Business Entities would return the cash that Ezra had invested, they would also use their best efforts to have Ezra's name removed as a personal guarantor for loans incurred on behalf of the Business Entities, and they would provide Ezra with his guaranteed payment and other benefits through mid to late-April. Although the letter offered to repay Ezra the more than \$375,000 in compensation he had deferred, it made clear that the offer was tentative and conditioned on Pillar Energy's financial performance. In other words, Ezra would receive payment only if or when Jeff decided to pay. Jeff's letter therefore not only included incorrect assertions about Ezra and the circumstances, but it also conceived of not paying Ezra compensation that he had earned and was entitled to. As an alternative, Jeff offered that Ezra could be paid \$50,000 immediately in cash if he waived his rights to his deferred compensation.

91. After receiving that letter, Ezra attempted to again clarify that he continued to fulfill his duties in operating the Business Entities, including maintaining and optimizing production and field operations, just as he always had. And Ezra again explained that he would continue to fulfill those duties until a mutually agreeable resolution was reached.

92. But Ezra was denied the opportunity to fulfill those duties and reach mutually agreeable terms.

93. On March 29, 2021, Jeff, purportedly on behalf of Pillar Energy, sent a letter to Ezra, declaring constructive disassociation and breach concerning Pillar Energy and Pillar Enterprises. But that letter and its claims of constructive discharge were based on Jeff's incorrect and fabricated characterization of Ezra's words and actions. For instance, that letter claimed that Ezra had failed to "engage" in discussions about Ezra's potential transition away from the Business Entities — one of the options for resolving the situation due to Jeff's mismanagement and refusal to acknowledge and rectify it. But Ezra did engage in those discussions.

94. Additionally, that March 29 letter claimed that Ezra was not entitled to any compensation for his shares in Pillar Energy and Pillar Enterprises. According to Jeff's letter, those companies supposedly did not have a "positive net book value." Although the letter said that value determination was made by the Business Entities' Certified Public Accountants, Ezra was never presented with that determination.

95. Upon information and belief, Jeff intentionally misstated the value of Pillar Energy and Pillar Enterprises, as well as the steps taken to assess that value.

96. In a series of letters dated April 13 & 14, 2021, Ezra was notified that he had been involuntarily deprived of his ownership interests in Pillar Energy and Pillar Enterprises and had been removed as a manager of Sycamore. As similarly provided in the March 29 letter, those April letters notified Ezra that there was "no purchase price payable" for his ownership interests in Pillar Energy and Pillar Enterprises. And those notice letters claimed that "[a]ny funds due to [Ezra] . . . shall be retained as potential offset against any damages incurred as a result of [his supposed] breaches." However, none of those letters ever identified any alleged damages.

97. In other words, instead of remitting funds that Ezra was entitled to, including the more than \$375,000 in deferred compensation, Jeff arranged for that money to be taken from Ezra with no substantiated justification.

98. Additionally, despite Ezra's substantial contributions and services to the Business Entities, the April letters purportedly terminated Ezra's "rights [and] obligations" concerning Pillar Energy and Pillar Enterprises.

99. Although Jeff removed Ezra as a member of Pillar Energy, Ezra was not ultimately removed as a member of Pillar Enterprises. More than a year after receiving the April 2021 letter, Ezra was informed that as of the end of 2021, he still had ownership interests in Pillar Enterprises, the entity for which Jeff was not the manager.

100. That is, despite Jeff's false claims, bad actions, and intentions to harm Ezra, Jeff was ultimately unable to complete his plan to deprive Ezra of his ownership in Pillar Enterprises. Instead, upon information and belief, although Jeff was able to coerce Pillar Enterprises into sending the letters in Spring 2021 on its behalf, Jeff could not ultimately convince Pillar Enterprises and the individuals interested in it to take Ezra's ownership interests from him based on Jeff's falsehoods and wrongful plan.

101. Concerning his removal as a Sycamore manager, Ezra received a notice and Agreement in Lieu of Meeting of Members ("Agreement in Lieu"). That document reflected that a majority of Sycamore's membership interests voted to remove Ezra from the manager position but provided no justification for that decision. And although Jeff did not sign as one of the members to the Agreement in Lieu, upon information and belief, that agreement was informed and precipitated by Jeff's campaign to misrepresent Ezra's words and actions.

102. Instead of communicating in furtherance of moving the Business Entities forward in a positive way, Jeff's letter campaign reflected the culmination of his effort to punish Ezra.

103. In conjunction with Jeff's unjustified actions with respect to Ezra's ownership and positions in the Business Entities, Jeff also fired Ezra as an employee of Pillar Energy as part of his efforts to punish Ezra.

104. As a result of Jeff's executed plan, Ezra suffered substantial monetary damages. Jeff intentionally deprived Ezra of his valuable ownership interests in Pillar Energy, as well as the valuable position of Sycamore manager. In removing Ezra completely from Pillar Energy, Jeff also deprived Ezra of thousands of dollars in monthly wages, compensation, and distributions — including *inter alia*, \$17,000 a month from Pillar Energy — in addition to other tangential benefits such as family health insurance, a company car, and a cell phone, all of which had been provided through the company.

105. Ezra likewise suffered damages to his reputation; word of Jeff's mischaracterizations and executed plan affected Ezra's other valuable business opportunities and deprived him of such opportunities. For instance, Jeff falsely informed others in the oil and gas community that Ezra quit or abandoned the Business Entities. Ezra also suffered the mental and emotional harms through the turmoil created by Jeff's purposeful mischaracterizations and his executed scheme to deprive Ezra of the work for, and benefits of, the businesses he had help to build from nothing.

Even after unjustifiably depriving Ezra of ownership and benefits, Jeff continues to negotiate in bad faith and take actions to further harm Ezra.

106. Jeff's harmful actions against Ezra did not stop with his executed plan to fire Ezra and deprive him of his ownership interests, as well as his positions and other benefits associated with those interests. Instead, he continued his efforts to impermissibly damage Ezra.

107. Upon the formation of various of the Business Entities, Ezra held a right to acquire more of membership interests once the certain metrics or time targets were reached. Upon information and belief, Jeff sought to eliminate Ezra's right to those acquisition options by redefining the requirements for those rights.

108. Making matters worse, Jeff used the funds and resources of the Business Entities to pay for legal fees that were incurred in furtherance of the harmful actions taken against Ezra. Indeed, upon information and belief, Jeff did so under the guise of the misrepresentations that Ezra had quit from the Business Entities and that Ezra had requested the legal services being performed.

109. Although Jeff could not remove Ezra as a member of PBC, Jeff, through his actions, did deprive Ezra of his ownership and other benefits. For instance, on information and belief, Jeff sought to syphon money away from PBC — an entity that Ezra had an ownership interest in — to Pillar Energy, an entity that Jeff had unjustifiably terminated Ezra's ownership interests in, by increasing payments PBC made to Pillar Energy. That is, as Jeff himself acknowledged in writing, he planned to restructure the agreement between PBC and Pillar Energy to *double* the monthly fee paid by PBC to Pillar Energy — an arrangement Ezra never consented to. In doing so, Jeff endeavored to, and did, enrich himself and bring more funds under his control, while depriving Ezra of value and control to which he was rightfully entitled.

110. Jeff also began draining the value of PBC — in order to maximize the harm to Ezra — in other ways. Over the years, Ezra and Jeff had accumulated significant amounts of working and royalty interests. In or around 2019, Ezra and Jeff agreed to, and did, move those interests into PBC. That transfer of interests to PBC thereby increased the company's value.

111. However, upon information and belief, around the middle of 2022, Jeff unwound that transfer in an effort to devalue PBC's holdings. In other words, Jeff began removing assets from PBC to further damage Ezra's interest in that entity. Upon information and belief, Jeff also engaged in that plan in order to hamper Ezra's possible recovery or recourse in the event that Ezra brought a legal action against Jeff based on his multitudinous malfeasance and tortious conduct.

112. In addition to freezing out Ezra from the operation and management of PBC, Jeff stopped Ezra's monthly \$1,500 payments from PBC. Jeff also failed to remit to Ezra the standard year end payment made to him and Ezra, which had, in the past, been roughly \$20,000.

113. And Jeff sought to cutout Ezra from financial information — which also, based upon information and belief, served as a potential effort to conceal other inappropriate conduct. Jeff removed Ezra from PBC's bank account, making Jeff the sole member who could access or control information or execute transactions for PBC. Upon information and belief, Jeff, without permission or consent, created a new bank account for PBC over which only he could access or control. Likewise, upon information and belief, Jeff rerouted PBC funds to that new account in order to further his efforts to hide his impermissible conduct and to freeze out Ezra.

114. But Jeff's interference with Ezra's rights in PBC did not stop there. On information and belief, Jeff also intentionally withheld necessary tax information from Ezra for an extended period of time in order to limit Ezra's ability to research or challenge the propriety or accuracy of financial actions reflected in that information. Jeff's actions in that respect were consistent with his earlier indications to Ezra that he intended to weaponize tax obligations in order to induce Ezra to abandon his challenge to Jeff's wrongdoing.

115. And in directing the preparation of PBC's tax information, on information and belief, Jeff endeavored to reroute profits to himself for his personal benefit and manipulated the amount of PBC's taxable income attributable to Ezra. Indeed, even though Jeff rerouted PBC funds to an account for which only he had access to, or control over, Ezra was still forced to incur tax liability for those rerouted funds. Additionally, on information and belief, Jeff made the decision to have the Business Entities remit funds to Jeff to cover the tax burden resulting from his ownership interests. However, Jeff refused to similarly remit such funds to Ezra in an effort to impose additional harm and hardship on Ezra.

116. But Jeff's continued wrongful actions were not cabined to PBC. Even though Jeff had wrongfully removed Ezra's ownership interests in Pillar Energy in 2021, on information and belief, Jeff manipulated the taxable income of Pillar Energy attributable to Ezra for that year.

117. After depriving Ezra of various ownership interests and other benefits regarding the Business Entities, Jeff, upon information and belief, claimed to have dissolved PF2, which held valuable interests. In doing so, Jeff ignored Ezra's request to explain how the assets of PF2 were to be disposed of. Upon information and belief, as part of that disposal process, Jeff received compensation, withheld assets from the dissolution, or moved value or assets into Pillar Energy. Likewise, upon information and belief, Pillar Energy received assets from PF2. Unlike with PF2, Ezra no longer held ownership interests in Pillar Energy due to Jeff's tortious actions.

118. Adding insult to injury, although Jeff's executed plan deprived Ezra of monthly and annual income on which he and his family relied, Jeff, upon information and belief, continued to make such payments to himself, further demonstrating his duplicitous nature.

119. Likewise, Jeff's executed plan damaged and deprived Ezra and other owners of the Business Entities from receiving substantial value. That is, by using funds of the Business

Entities to avoid the personal liability he had created for himself by entering into agreements for which he lacked authority or permissible and which violated the relevant operating agreements, Jeff deprived members of the Business Entities from funds that should have benefited them and their companies.

COUNT I

BREACH OF FIDUCIARY DUTIES CONCERNING PILLAR ENERGY, LLC AND PILLAR ENTERPRISES, LLC AGAINST JEFFREY ISNER

120. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

121. In a closely held business, the directors, officers, and majority owners owe fiduciary duties to the minority owners. *See Tri-State Petro. Corp. v. Coyne*, 240 W. Va. 542, 554, 814 S.E.2d 205, 217 (2018); *see also id.* at 553, 814 S.E.2d at 216.

122. Likewise, West Virginia law imposes the fiduciary duties on members of member-managed limited liability companies, which are owed to the other members. *See W. Va. § 31B-4-409(a)-(d)*.

123. As the Supreme Court of Appeals has explained, those duties require that directors, officers, and majority owners “‘must manage [the] business with a view to promote the common interests, and cannot directly or indirectly derive personal profit or advantage from their position which is not shared by all the stockholders.’” *Tri-State Petro.*, 240 W. Va. at 554, 814 S.E.2d at 217 (quoting *Masinter v. WEBCO Co.*, 164 W. Va. 241, 251-52 n.9, 262 S.E.2d 433, 440 n.9 (1980)).

124. A person that owes those duties to a minority owner breaches them by engaging in “‘oppressive conduct.’” *Id.* (quoting Syl. Pt. 3, *Masinter*, 164 W. Va. 241, 262 S.E.2d 433). That oppressive conduct includes efforts to “‘to ‘freeze or squeeze out’ a minority shareholder

from deriving any benefit from his investment in a private business corporation, without any legitimate business purpose.” *Id* (quoting Syl. Pt. 4, *Masinter*).

125. As such, under West Virginia law, a minority owner can pursue “a direct cause of action for breach of fiduciary duty.” *Id*.

126. Jeff acted as a manager, officer, or majority owner of Pillar Energy and Pillar Enterprises, and is and was a member of those entities.

127. Ezra was a minority owner in Pillar Energy and Pillar Enterprises. As such, Jeff, among others, owed fiduciary duties to Ezra.

128. In developing and carrying out the plan to wrongfully deprive Ezra of his valuable ownership in, remove him from his valuable positions in, oppress his interests in, and freeze him out of, Pillar Energy and Pillar Enterprises, Jeff breached the fiduciary duties owed to Ezra. There was no legitimate business purposes for that plan and conduct. Jeff’s conduct with respect to Ezra “depart[ed] from the standards of good faith and fair dealing which are inherent in the concept of a fiduciary relationship.” *Id*. (quoting Syl. Pts. 3&4, *Masinter*). Likewise, Jeff attempted to, and did, “freeze or squeeze out” Ezra “from deriving any benefit from his investment . . . without any legitimate business purpose.” *Id*. (quoting Syl. Pts. 3&4, *Masinter*).

129. As a result, Ezra incurred substantial harm and damage as alleged above. Jeff’s conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT II

BREACH OF FIDUCIARY DUTIES CONCERNING PBC ENERGY, LLC AGAINST JEFFREY ISNER

130. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

131. In a closely held business, the directors, officers, and majority owners owe fiduciary duties to the minority owners. *See Tri-State Petro. Corp. v. Coyne*, 240 W. Va. 542, 554, 814 S.E.2d 205, 217 (2018); *see also id.* at 553, 814 S.E.2d at 216.

132. Likewise, West Virginia law imposes the fiduciary duties on members of member-managed limited liability companies, which are owed to the other members. *See W. Va. § 31B-4-409(a)-(d)*.

133. As the Supreme Court of Appeals has explained, those duties require that directors, officers, and majority owners “‘must manage [the] business with a view to promote the common interests, and cannot directly or indirectly derive personal profit or advantage from their position which is not shared by all the stockholders.’” *Tri-State Petro.*, 240 W. Va. at 554, 814 S.E.2d at 217 (quoting *Masinter v. WEBCO Co.*, 164 W. Va. 241, 251-52 n.9, 262 S.E.2d 433, 440 n.9 (1980)).

134. A person that owes those duties to a minority owner breaches them by engaging in “‘oppressive conduct.’” *Id.* (quoting Syl. Pt. 3, *Masinter*, 164 W. Va. 241, 262 S.E.2d 433). That oppressive conduct includes efforts to “‘to ‘freeze or squeeze out’ a minority shareholder from deriving any benefit from his investment in a private business corporation, without any legitimate business purpose.’” *Id.* (quoting Syl. Pt. 4, *Masinter*).

135. As such, under West Virginia law, a minority owner can pursue “a direct cause of action for breach of fiduciary duty.” *Id.*

136. As a member of PBC, Jeff acted as a manager, officer, or majority owner of it.

137. Ezra is and was a member of PBC. As such, Jeff owed fiduciary duties to Ezra.

138. In developing and carrying out the plan to wrongfully deprive Ezra of his valuable interests in, remove him from his valuable positions in, oppress his interests in, cease payments

to him from, and freeze him out of, PBC, as well as purposefully draining PBC of its assets, Jeff breached the fiduciary duties owed to Ezra. There was no legitimate business purposes for that plan and conduct. Jeff's conduct with respect to Ezra "depart[ed] from the standards of good faith and fair dealing which are inherent in the concept of a fiduciary relationship." *Id.* (quoting Syl. Pts. 3&4, *Masinter*). Likewise, Jeff attempted to, and did, "freeze or squeeze out" Ezra "from deriving any benefit from his investment . . . without any legitimate business purpose." *Id.* (quoting Syl. Pts. 3&4, *Masinter*).

139. As a result, Ezra incurred substantial harm and damage as alleged above. Jeff's conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT III

BREACH OF FIDUCIARY DUTIES CONCERNING SYCAMORE MIDSTREAM, LLC AGAINST JEFFREY ISNER

140. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

141. In a closely held business, the directors, officers, and majority owners owe fiduciary duties to the minority owners. *See Tri-State Petro. Corp. v. Coyne*, 240 W. Va. 542, 554, 814 S.E.2d 205, 217 (2018); *see also id.* at 553, 814 S.E.2d at 216.

142. Likewise, West Virginia law imposes the fiduciary duties on members of member-managed limited liability companies, which are owed to the other members. *See* W. Va. § 31B-4-409(a)-(d).

143. As the Supreme Court of Appeals has explained, those duties require that directors, officers, and majority owners "must manage [the] business with a view to promote the common interests, and cannot directly or indirectly derive personal profit or advantage from their position which is not shared by all the stockholders." *Tri-State Petro.*, 240 W. Va. at 554, 814

S.E.2d at 217 (quoting *Masinter v. WEBCO Co.*, 164 W. Va. 241, 251-52 n.9, 262 S.E.2d 433, 440 n.9 (1980)).

144. A person that owes those duties to a minority owner breaches them by engaging in “oppressive conduct.” *Id.* (quoting Syl. Pt. 3, *Masinter*, 164 W. Va. 241, 262 S.E.2d 433). That oppressive conduct includes efforts to “to ‘freeze or squeeze out’ a minority shareholder from deriving any benefit from his investment in a private business corporation, without any legitimate business purpose.” *Id.* (quoting Syl. Pt. 4, *Masinter*).

145. As such, under West Virginia law, a minority owner can pursue “a direct cause of action for breach of fiduciary duty.” *Id.*

146. As a member of Sycamore, Jeff acted as a manager or officer of it.

147. Ezra is and was a member of Sycamore and acted as a minority owner in Sycamore. As such, Jeff owed fiduciary duties to Ezra.

148. In developing and carrying out the plan to deprive wrongfully deprive Ezra of his valuable interests in, remove him from his valuable positions in, oppress his interests in, and freeze him out of, Sycamore, Jeff breached the fiduciary duties owed to Ezra. There was no legitimate business purposes for that plan and conduct. Jeff’s conduct with respect to Ezra “depart[ed] from the standards of good faith and fair dealing which are inherent in the concept of a fiduciary relationship.” *Id.* (quoting Syl. Pts. 3&4, *Masinter*). Likewise, Jeff attempted to, and did, “freeze or squeeze out” Ezra “from deriving any benefit from his investment . . . without any legitimate business purpose.” *Id.* (quoting Syl. Pts. 3&4, *Masinter*).

149. As a result, Ezra incurred substantial harm and damage as alleged above. Jeff’s conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT IV

**ADING AND ABETTING THE BREACH OF FIDUCIARY DUTIES AGAINST
JEFFREY ISNER**

150. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

151. The West Virginia Supreme Court of Appeals has acknowledged that a cause of action exists for aiding and abetting the breach of a fiduciary duty. *See Mountaineer Fire & Rescue Equip., LLC v. City Nat'l Bank of W. Va.*, 244 W. Va. 508, 530 & n.11, 854 S.E.2d 870, 892 & n.11 (2020).

152. As alleged, fiduciary duties owed to Ezra were violated through a plan to wrongfully deprive him of his valuable ownership in, remove him from his valuable positions in, oppress his interests in, and freeze him out of, Pillar Energy and Pillar Enterprises. Likewise, fiduciary duties owed to Ezra were violated through a plan to remove him from his valuable positions in, oppress his interests in, and freeze him out of, PBC and Sycamore.

153. Jeff knew or should have known that Ezra was owed fiduciary duties via his interests in those companies and that those duties were violated by way of the plans to punish Ezra.

154. Jeff also knew or should have known that his actions in furtherance of that plan acted against Ezra's interests and the fiduciary duties owed to him.

155. By concocting, spearheading, and carrying out actions in furtherance of that plan, Jeff substantially assisted in, and encouraged, the breach of fiduciary duties owed to Ezra.

156. Likewise, Jeff's conduct was a substantial factor in causing the harms suffered by Ezra, which includes those alleged above.

157. Therefore, Jeff aided and abetted in the breach of fiduciary duties owed to Ezra, which caused Ezra extensive harm and damage. *See Mountaineer Fire & Rescue Equip.*, 244 W.

Va. at 530 & n.11, 854 S.E.2d at 892 & n.11. Jeff's conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT V

DERIVATIVE CLAIM FOR BREACH OF FIDUCIARY DUTIES ON BEHALF OF PBC ENERGY, LLC AGAINST JEFFREY ISNER

158. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

159. Jeff is, and continues to serve as, a member, manger, or officer of PBC.

160. As a member of PBC, who exercises some or all of the rights of a manager in the management and conduct of the company's business, Jeff is subject to the duties imposed by W. Va. Code § 31B-4-409.

161. Pursuant to W. Va. Code § 31B-4-409, Jeff owes PBC duties of loyalty, care, good faith, and fair dealing.

162. The actions of Jeff, in impermissibly moving funds from PBC and risking contravention of the Blue Creek Agreement, in moving other funds from PBC for unauthorized purposes, in performing actions without the consent of Ezra, and in syphoning money, value, and assets from PBC violated the fiduciary duties owed by him to PBC.

163. Jeff engaged in a self-serving transaction — including, endeavoring to alleviate his personal liability for the debt created by way of both the Initial and Undisclosed Note — that inured to his benefit, and to the detriment of PBC and Ezra as its other member.

164. Jeff's continued and unauthorized payments to himself, without making similar payments to Ezra, constitutes a continued breach of Jeff's fiduciary duties as he has simultaneously

taken actions to intentionally diverting value and assets from PBC to the detriment of PBC and Ezra as its other member.

165. Jeff's self-serving and unconscionable actions will continually result in excessive profit to him, to the detriment of PBC and Ezra as its other member.

166. There can be no good faith rationale – or good faith exercise of business judgment – on the part of Jeff in so depriving PBC of value and assets and in generally syphoning value and assets from it without approval or authorization.

167. Jeff's conduct was, and has been, intentional misconduct, grossly negligent, or reckless.

168. Accordingly, Jeff has breached his duties of loyalty, care, good faith, and fair dealing.

169. The members of PBC, including Ezra, have been damaged due to Jeff's breach of fiduciary duties and intentional, negligent, and reckless conduct.

170. Such damages include loss of potential profits and/or distributions, as well as a reduction in the value of the members' ownership interests.

171. Ezra, as member of PBC, provided notice to Jeff of his concerns regarding Jeff's malfeasance and breaches of fiduciary duties owed to PBC, as well as its members. In that notice, Ezra implored Jeff to act in PBC's best interests and to remedy his breaches that damaged PBC. Likewise, Ezra informed Jeff that if Jeff did not begin acting in PBC's best interests and he did not remedy those breaches, Ezra would be forced to pursue a derivative action against Jeff on behalf of PBC.

172. Jeff did not take any appropriate action to correct his malfeasance, to act in PBC's best interests, or remedy his breaches of his fiduciary duties.

173. Consistent with West Virginia Rule of Civil Procedure 23.1, the action is not a collusive one to confer jurisdiction on a court of the United States which it would not otherwise have.

COUNT VI

BREACH OF CONTRACT AGAINST JEFFREY ISNER

174. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

175. Under West Virginia law, a claim for breach of contract exists where (i) a contract was formed, (ii) a breach of its terms occurred, and (iii) damage resulted. *See Sneberger v. Morrison*, 235 W. Va. 654, 669, 776 S.E.2d 156, 171 (2015) (citing Syl. Pt. 1, *State ex rel. Thornhill Grp., Inc. v. King*, 233 W. Va. 564, 759 S.E.2d 795 (2014)).

176. The operating agreements for Pillar Energy and Pillar Enterprises constituted enforceable contracts.

177. Under those agreements, Jeff held independent obligations.

178. As a result of his conduct, he breached those agreements.

179. In an effort to wrongfully deprive Ezra of his ownership units and the benefits attendant thereto, Jeff repeatedly made knowingly false accusations that Ezra had stopped participating in Pillar Energy and Pillar Enterprises and that he no longer intended to participate.

180. Then, purportedly based on the operating agreements, Mr. Isner transferred his ownership units to, *inter alia*, himself in exchange for *nothing*. However, Ezra had done nothing that would support the exercise of the “Involuntary Option” under those agreements.

181. In other words, Jeff deprived Ezra of his ownership units, transferred them in violation of the contractual obligations, and failed to provide Ezra with the fair value. *See Tri-State Petro.*, 240 W. Va. at 557, 814 S.E.2d at 220.

182. As a result, Ezra incurred substantial harm and damage as alleged above. Jeff's conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT VII

CONVERSION AGAINST JEFFREY ISNER

183. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

184. Under West Virginia law, the tort of conversion occurs when a party commits “[a]ny distinct act of dominion wrongfully exerted over the property of another, and in denial of his rights, or inconsistent therewith.” Syl. Pt. 17, *Rodgers v. Rodgers*, 184 W. Va. 82, 399 S.E.2d 664 (1990); *see also Mountaineer Fire & Rescue Equip.*, 244 W. Va. at 523-24, 854 S.E.2d at 885-85.

185. Jeff personally, as well as through his positions with Pillar Energy, had “no legal right” to exercise control over Ezra’s ownership shares, much less to them transfer them to himself. *See id.* at 95, 399 S.E.2d at 677.

186. Likewise, Jeff personally, as well as through his position with PBC, had “no legal right” to exercise exclusive control over PBC’s assets and funds or to control those assets and funds to deprive Ezra of their value and to benefit himself at the expense of Ezra.

187. As a result, Ezra incurred substantial harm and damage as alleged above. Jeff's conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT VIII

FRAUD AGAINST JEFFREY ISNER

188. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

189. As a general matter, fraud includes “all acts, omissions, and concealments which involve breach of legal duty, trust or confidence justly reposed, and which are injurious to another, or by which undue and unconscientious advantage is taken of another.” *Kessel v. Leavitt*, 204 W. Va. 95, 127, 511 S.E.2d 720, 752 (1998) (quoting *Stanley v. Sewell Coal Co.*, 169 W. Va. 72, 76, 285 S.E.2d 697, 682 (1981)).

190. Fraud also exists where a party “intentional[ly] dece[ives] or misrepresent[s] to induce another to part with property or to surrender some legal right, and which accomplishes the end designed.” *Gerver v. Benavides*, 207 W. Va. 228, 232, 530 S.E.2d 701, 705 (1999).

191. There are four essential elements for a fraud claim: “(1) that the act claimed to be fraudulent was the act of the defendant or induced by him; (2) that it was material and false; [(3)] that plaintiff relied on it and was justified under the circumstances in relying upon it; and [(4)] that [the plaintiff] was damages because [the plaintiff] relied on it.” Syl. Pt. 3, *Cordial v. Ernst & Young*, 199 W. Va. 119, 483 S.E.2d 248 (1996) (citation and internal quotation marks omitted).

192. Jeffs various misrepresentations noted herein also constituted fraud. *See Bailey v. Vaughan*, 178 W. Va. 371, 373-74, 359 S.E.2d 599, 601-02 (1987) (explaining that a corporate officer may be liable for misrepresenting material facts and or partially disclosing to a stockholder).

193. For instance, Jeff fraudulently induced Ezra to, among other things, not exercise his right to hold Jeff personally liable for the debt created by Jeff through is unapproved and unauthorized executions of agreements and notes related to the Rubin purchase.

194. Jeff so induced Ezra based on the representations that the Initial Note would be beneficial for the Business Entities and would remain in effect until the debt was repaid. However, Jeff knew, or should have known, that those representations were untrue and false. Jeff knew or should have known that he planned to, or did, execute another document that altered the terms of the Initial Note at the detriment of the Business Entities.

195. Likewise, Jeff also fraudulently conducted himself with respect to his operation of the various Business Entities. Although Jeff claimed to be carrying out financial matters in the best interest of the Business Entities and their owners, Jeff was not. Instead, as alleged herein, Jeff was deceptively concealing his true actions and plans which were detrimental to the financial well-being of the Business Entities and the interests of their owners.

196. Ezra relied on Jeff's conduct and representations and was justified under the circumstances in so doing. Jeff had long been charged with handling most of the Business Entities' financial matters, and Jeff repeatedly promised Ezra that Jeff would not engage in any more unauthorized conduct.

197. As a result of Jeff's fraudulent conduct, Ezra was harmed by, *inter alia*, being prevented from recovering from Jeff the amount of debt Jeff was personally liable for as a result of entering into the Rubin purchase without authority or authorization, as well as being deprived of the value that Jeff fraudulently redirected away from benefiting Ezra to others.

198. Jeff's fraudulent actions also support a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT IX

INTENTIONAL MISREPRESENTATION AGAINST JEFFREY ISNER

199. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

200. Intentional misrepresentation exists “[w]here one person induces another to enter into a contract by false representations which he is in a situation to know and which it is his duty to know, are untrue, he, in contemplation of law, does know the statements to be untrue, and consequently they are held to be fraudulent.” Syl. Pt. 6, *Folio v. City of Clarksburg*, 221 W. Va. 397, 655 S.E.2d 143 (2007). Through such a claim, “the person injured has a remedy for the loss sustained by an action for damages.” *Id.* (quoting same).

201. In order to succeed on such a claim, “[i]t is not indispensable . . . that the defendant actually knew [the representations] to be false.” *Id.* (quoting same).

202. Jeff induced Ezra to, among other things, not exercise his right to hold Jeff personally liable for the debt created by Jeff through is unapproved and unauthorized executions of agreements and notes related to the Rubin purchase.

203. Jeff so induced Ezra based on the representations that the Initial Note would be beneficial for the Business Entities and would remain in effect until the debt was repaid. However, Jeff knew, or should have known, that those representations were untrue and false. Jeff knew or should have known that he planned to, or did, execute another document that altered the terms of the Initial Note at the detriment of the Business Entities.

204. Likewise, Jeff also made intentional misrepresentations with respect to his operation of the various Business Entities. Although Jeff claimed to be carrying out financial matters in the best interest of the Business Entities and their owners, Jeff was not. Instead, as alleged herein, Jeff was deceptively concealing his true actions and plans which were detrimental to the financial well-being of the Business Entities and the interests of their owners.

205. As a result, Ezra was harmed by, *inter alia*, being prevented from recovering from Jeff the amount of debt Jeff was personally liable for as a result of entering into the Rubin purchase without authority or authorization.

206. Jeff's intentional misrepresentations also support a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT X

UNJUST ENRICHMENT AGAINST JEFFREY ISNER

207. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

208. West Virginia courts have recognized that a claim for unjust enrichment exists where a defendant has "received and retained [benefits] under such circumstances that it would inequitable and unconscionable to permit the party receiving them to avoid payment therefor." *Realmark Devs., Inc. v. Ranson*, 208 W. Va. 717, 721-22, 542 S.E.2d 880, 884-85 (2000). In those instances, "the law requires the party receiving the benefits to pay their reasonable value." *Id.*

209. Upon information and belief, Jeff not only received and retained benefits from Ezra's ownership interests in Pillar Energy that Jeff planned to, and did, impermissibly take from Ezra, but Jeff also retained his portion of the more than \$375,000 in deferred compensation owed to Ezra from Pillar Energy. Additionally, Jeff has received and retained benefits through his control of, and continued payments from, PBC. Ezra has not received reasonable value for any of those benefits received and retained by Jeff.

210. It would be inequitable and unconscionable to permit Jeff avoid payment for those benefits.

211. As a result, Ezra suffered the extensive harm and damages as alleged herein.

COUNT XI

CIVIL CONSPIRACY AGAINST JEFFREY ISNER

212. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

213. West Virginia law recognizes civil conspiracy as a tort cause of action. *See Blankenship v. Napolitano*, 451 F.Supp.3d 596, 620 (S.D.W. Va. 2020) (citing *Jane Doe-1 v. Corp. of President of The Church of Jesus Christ of Latter-day Saints*, 239 W. Va. 428, 443, 801 S.E.2d 443, 458 (W. Va. 2017)).

214. A civil conspiracy exists where “a combination of two or more persons by concerted action to accomplish an unlawful purpose or to accomplish some purpose, not in itself unlawful, by unlawful means.” Syl. Pt. 8, *Dunn v. Rockwell*, 225 W.Va. 43, 689 S.E.2d 255 (2009). The civil conspiracy cause of action is created “by the wrongful acts done by the defendants to the injury of the plaintiff.” *Id.* That is, defendants must “have committed ‘some wrongful act or have committed a lawful act in an unlawful manner to the injury of the plaintiff.’” *Blankenship*, 451 F.Supp.3d at 620 (quoting *Dunn*, 689 S.E.2d at 268-69).

215. Although “not every member of a conspiracy must be aware of every action taken in furtherance of it,” each conspirator is liable for every tort produced by the conspiracy, including one “who promoted but did not commit the tort.” *Jane Doe-1 v. Corp. of President of The Church of Jesus Christ of Latter-day Saints*, 239 W. Va. 428, 458, 801 S.E.2d 443, 473 (W. Va. 2017).

216. Jeff, in combination with at least one other person, designed, implemented, promoted, and executed a plan to intentionally deprive Ezra of his valuable interests in, remove

him from his valuable positions in, oppress his interests in, cease payments to him from, and freeze him out of, various of the Business Entities as alleged herein.

217. As a result, Ezra suffered the extensive harm and damages as alleged herein. Jeff's conduct also supports a punitive damages award. *See* W. Va. Code § 55-7-29.

COUNT XII

STATUTORY CLAIM FOR DISSOCIATION OF JEFFREY ISNER FROM PBC ENERGY, LLC AGAINST JEFFREY ISNER

218. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

219. Pursuant to West Virginia Code § 31B-6-601, if member of a limited liability company “(i) [e]ngaged in wrongful conduct that adversely and materially affected the company’s business; (ii) [w]illfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or other members under section 4-409; or (iii) [e]ngaged in conduct relating to the company’s business which makes it not reasonably practicable to carry on the business with the member,” the member may be expelled and dissociated from the company by judicial action. W. Va. Code § 31B-6-601(6)(i)-(iii).

220. As detailed above, Jeff has committed each of the separate and independent bases for which a member may be expelled and dissociated under § 31B-6-601.

221. For instance, Jeff engaged in wrongful conduct that adversely and materially affected PBC’s business by impermissibly moving funds from PBC and risking contravention of the Blue Creek Agreement, in moving other funds from PBC for unauthorized purposes, in performing actions without the consent of Ezra, and in syphoning money, value, and assets from PBC.

222. Additionally, as alleged and delineated above, Jeff willfully and persistently committed material breaches of the duties he owes to PBC and Ezra under § 31B-4-409 through his conduct.

223. Finally, Jeff has engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business. That is, Jeff developed and carried out the plan to wrongfully deprive Ezra of his valuable interests in, remove him from his valuable positions in, oppress his interests in, cease payments to him from, and freeze him out of, PBC, as well as purposefully draining PBC of its assets. More specifically, Jeff's freezing Ezra out of the operation of PBC, changing of the bank account, and use of PBC assets for his personal benefit, among other things, has made it not reasonably practicable to carry on the business with Jeff.

224. As a result, Jeff should be expelled and dissociated as a member of PBC.

COUNT XIII

ALTERNATIVE STATUTORY CLAIM FOR DISSOLUTION OF PBC ENERGY, LLC

225. Ezra repeats, realleges, and incorporates the allegations in the paragraphs above as though fully set forth herein.

226. Pursuant to West Virginia Code § 31B-8-801, a limited liability company may be dissolved upon a judicial determination that, *inter alia*, "[a]nother member has engaged in conduct relating to the company's business that makes it not reasonably practicable to carry on the company's business with that member," or "[t]he managers or members in control of the company have acted, are acting or will act in a manner that is illegal, oppressive, fraudulently or unfairly prejudicial to [another member]." W. Va. Code § 31B-8-801(5)(ii) & (v).

227. As alleged extensively above, Jeff has committed each of those separate and independent bases for which PBC may be dissolved under § 31B-8-801.

228. As a result, Ezra alternatively asserts that dissolution of PBC is appropriate.

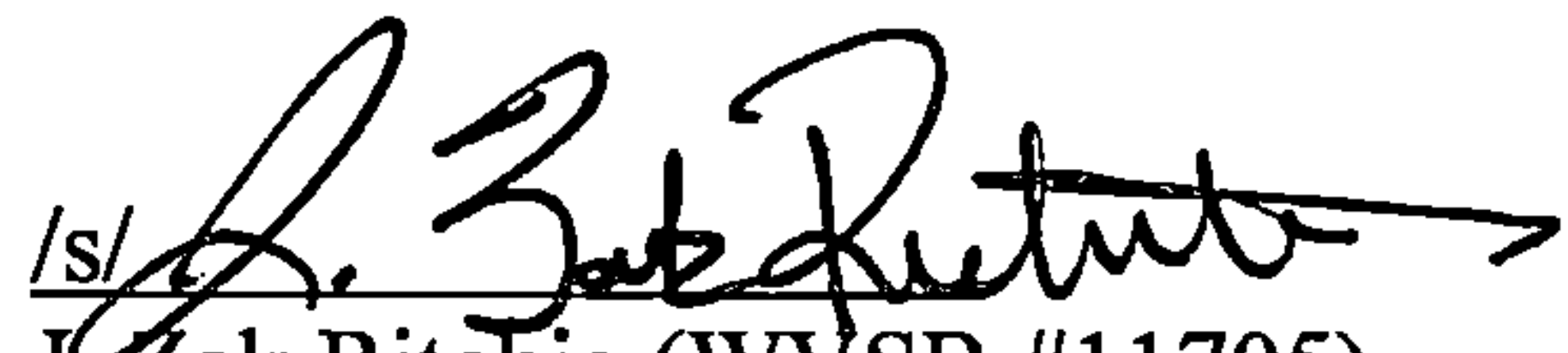
WHEREFORE, Plaintiff respectfully requests the following relief:

1. Trial by jury;
2. Judgment against Jeff for compensatory and consequential damages in an amount to be determined at trial, plus expenses and court costs;
3. Nominal damages;
4. Attorney's fees and costs pursuant to, *inter alia*, the operating agreements of Pillar Energy and Pillar Enterprises, West Virginia Code § 31B-11-1104, and *Tri-State Petroleum Corp v. Coyne*, 240 W. Va. 542, 564, 814 S.E.2d 205, 227 (2018);
5. Pre-judgment and post-judgment interest at the maximum allowable rates at law;
6. Declaratory and injunctive relief against Jeff;
7. Punitive damages against Jeff under, *inter alia*, West Virginia Code § 55-7-29;
8. Disgorgement of inappropriate or unauthorized payments to Jeff or for his benefit;
9. Expulsion or dissociation of Jeff from PBC;
10. Appointment of a receiver or alternatively dissolution; and
11. Any other relief to which Plaintiff may seek or be entitled to under law or equity.

Dated: November 1, 2022

EZRA SCHOOLCRAFT,

By Counsel:

/s/ 

J. Zak Ritchie (WVSB #11705)

Max Gottlieb (WVSB #13201)

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VERIFICATION

STATE OF WEST VIRGINIA

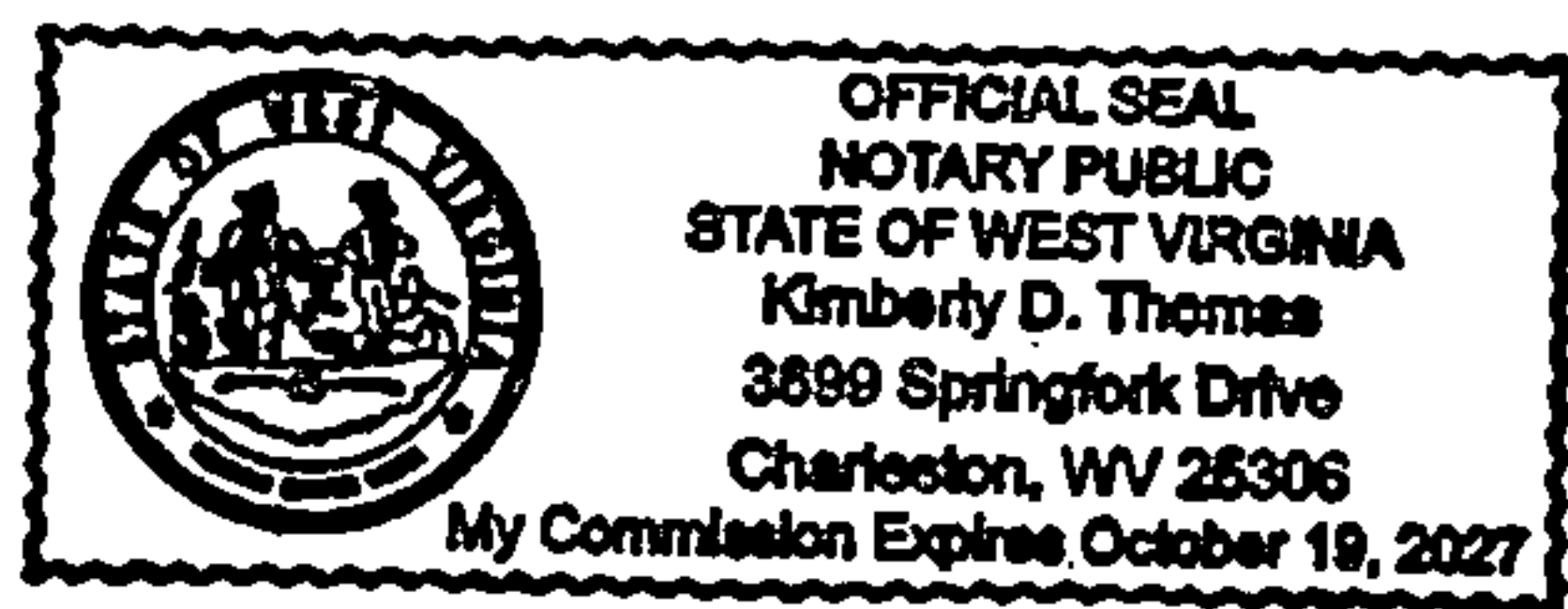
COUNTY OF Kanawha, TO WIT:

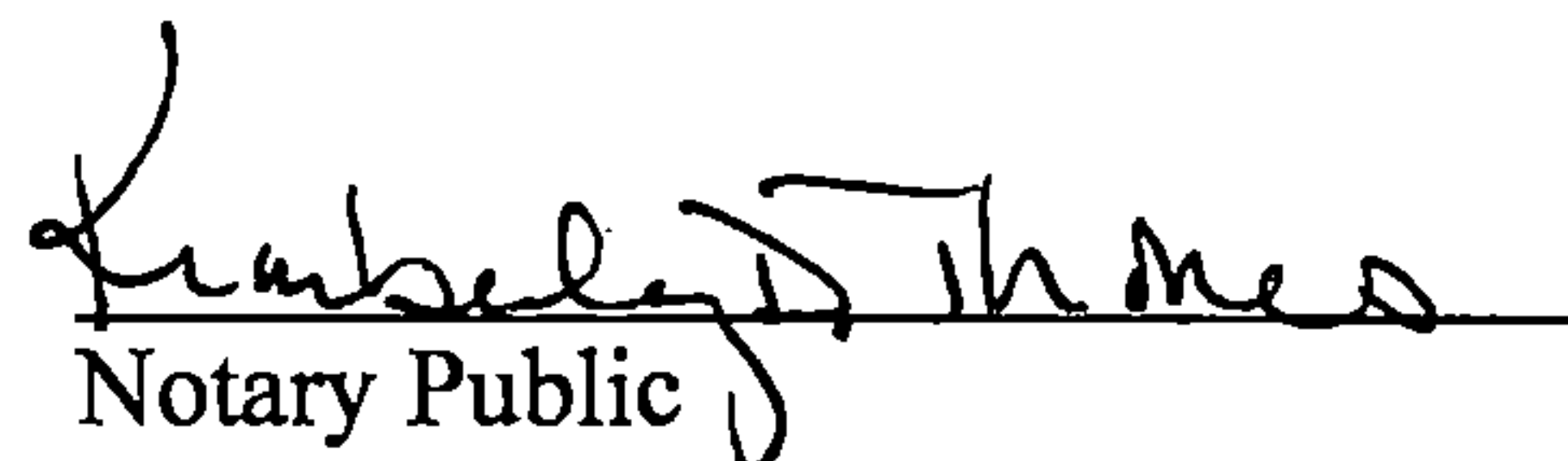
I, **Ezra Schoolcraft**, being duly sworn, depose and say that I am a plaintiff and member in the above-referenced action; that I have read the foregoing **Verified Complaint** and am familiar with the contents thereof that the facts and allegations contained therein are true to my own knowledge, except as to the matters stated to be on information and belief, and that as to those matters I believe them to be true.


EZRA SCHOOLCRAFT

Taken, subscribed and sworn to before me this 1st Day of November, 2022

[SEAL]




Notary Public

My commission expires: October 19, 2027