

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PATRICK BRYANT, Individually, and
Derivatively on Behalf of the Nominal
Defendant, BIDR, INC. d/b/a Event.Gives

Plaintiff,

vs.

SAM STALEY, individually and as Bidr, Inc.
board member, WILLIAM TUORTO,
nominally as Bidr, Inc. board member only,
HAWSER CAPITAL OPPORTUNITY
TRADING FUND, LP, HAWSER CAPITAL
PARTNERS, LLC, and BIDR, LLC.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-_____

SUMMONS

TO: THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon Plaintiff, through their undersigned attorney, Barrett R. Brewer, Esquire at P.O. Box 1847, Mount Pleasant, SC 29465 within thirty (30) days after the service hereof exclusive of the day of such service; and if you fail to Answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

(SIGNATURE ON THE FOLLOWING PAGE)

BREWER LAW FIRM, LLC

/s/ Barrett R. Brewer

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April 4, 2025
Charleston, South Carolina

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FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-_____

COMPLAINT

TO: THE ABOVE-NAMED DEFENDANT:

NOW COMES the above Plaintiff, and submits the following complaint and allegations against the named Defendants.

1. Patrick Bryant is an individual residing in Charleston County, South Carolina, and is a former Board member, and a current shareholder of, Bidr, Inc., d/b/a Event.Gives.

2. BIDR, INC. d/b/a Event.Gives (hereinafter, "Bidr"). is a corporation organized and existing under the laws of the State of Delaware and is headquartered in Charleston County, South Carolina.

3. Sam Staley is an individual residing in Charleston County, South Carolina. Staley is the majority shareholder in Bidr, and is a board member and officer of the same, serving as CEO. Bidr, Inc., which is in the business of charitable fundraising software. For purposes of the allegations of this lawsuit, Staley has not acted under color of law,

authority, or scope, of his formal roles, work, positions, or responsibilities with Bidr, Inc., and has instead acted in his own personal capacity.

4. William Tuorto is a Charleston County resident, and is a board member of Bidr, Inc. and is being named nominally, or in name only, so as to bring all board members of Bidr, Inc. within the jurisdiction of the Court for the purposes of complying with any rulings of the Court, regarding the Bidr, Inc. Derivative action brought by Bryant. Plaintiffs are not alleging any monetary claims, tort claims, and/or breach of contract or duty claims against Tuorto.

5. Hawser Capital Opportunity Trading Fund, LP ("Hawser Trading"), is a Limited Partnership organized under the laws of the State of South Carolina, and is headquartered in Charleston County, South Carolina. Hawser Trading consists of General Partner Hawser Capital Partners, LLC, and Limited Partner Bidr, Inc. d/b/a Bidr, LLC¹.

6. Hawser Capital Partners, LLC ("Hawser Capital") is an LLC organized under the laws of the State of South Carolina and is the General Partner of "Hawser Trading", and is headquartered in Charleston County, South Carolina.

7. BIDR, LLC ("Bidr, LLC"), is an LLC organized under the laws of the State of Delaware, and nominally operates in Charleston County since the entity is simply a d/b/a or alter-ego of Bidr, Inc. and has no real corporate existence outside of Bidr, Inc.

8. This Court has jurisdiction over Defendants, as Defendants are either South Carolina limited liability companies, members of South Carolina limited liability

¹ Upon information and belief, Bidr, LLC, is not the real party in interest to a document called Hawser Capital Opportunity Trading Fund, LP, Reconciliation Side Letter Agreement (dated 12/8/22) since that agreement concerns the repayment and reimbursement of funds contributed by Staley, out of Bidr, Inc. bank accounts.

companies, conduct business in South Carolina, or reside in South Carolina. Venue is proper in the Court of Common Pleas for Charleston County.

9. This derivative action concerns misappropriation of Bidr, Inc. funds, breaches of fiduciary, breaches of duties of care and loyalty, duties, and corporate waste and on the part of Staley, in disregard of his conflicts of interest and in disregard of the best interests of the Company.

10. Prior to filing this action, Bryant, as a board member and shareholder of Bidr, Inc. attempted to cause the officers and board members of Bidr to take action in order to protect and preserve the company's interests. However, these efforts were unsuccessful and/or were not likely to succeed due to Bidr's current financial condition and lack of resources to file any suit, and/or due to the fact that the Defendant is the CEO, Board Member, and Majority Shareholder, with a risk of personal exposure if action is taken.

11. Therefore, Defendant Staley is not disinterested, the board and officers of Bidr are not disinterested due to Staley's influence, and that taking such action would work against the individual interests of Defendant Staley, who has allegedly committed wrongdoing, as set forth, herein.

12. Further efforts to cause Bidr to take action on its own behalf would not be likely to succeed. While a board member, Bryant asked the Board to take formal action to investigate and or file suit to recover, corporate funds that have been mismanaged and/or wasted by Defendant. Bidr subsequently took retaliatory action, through its CEO, board member, and majority shareholder Staley, to remove Bryant from the Board of Bidr.

13. Subsequently, Bryant, as shareholder, requested Bidr to take action to investigate and or file suit to recover, corporate funds that have been mismanaged and/or wasted by Defendant Staley. Bidr, by and through Defendant Staley, as CEO, board member and majority shareholder, has ignored Bryant's demands on Bidr, and has taken no such action.

14. Bidr, by and through Defendant Staley, has refused to take any action to challenge and obtain relief relating to Staley's wrongful conduct while employed by Bidr.

15. Further, and upon information and belief, Bidr has expressly and affirmatively indicated its unwillingness to pursue Defendant Staley.

FACTS

16. The shareholders of Bidr, Inc. are: Sam Staley – 58,500 common shares (61.1%); Patrick Bryant – 27,000 common shares (28.2%); Alps Angel Investments, LLC – 5,000 preferred shares (5.2%); Spartan Investing, LLC – 5,000 preferred shares (5.2%); and Harbor Entrepreneur Center – 291 preferred shares (0.3%).

17. At all relevant times Staley, the majority shareholder, has served as both President and CEO of the Board, as one of one of the Directors.

18. Bidr has failed to follow appropriate corporate formalities concerning having sufficient appointment of Directors, and/or in having the Directors consider and approve certain corporate actions.

19. For instance, the Directors have never delegated decision-making of material and substantial business concerns of Bidr (as opposed to day-to-day business decisions) to the Officers of Bidr. This means that all material business decisions of Bidr,

Inc. must be approved by the Board of Directors². The Bylaws of Bidr, Article III, Sec. 3.01, states: “The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors”.

20. The Bylaws of Bidr, Inc., Section 3.02, requires Bidr’s Board to consist of, “not less than three (3)” Directors. See Ex. A, By-Laws of Bidr, Inc.

21. Prior to September 18, 2023, Bidr and its shareholders Staley, Bryant, and ‘Unnamed Director 3’ (hereinafter “Director 3”), operated under the course of conduct and understanding, that each Staley, Bryant, and Director 3 were one of the three (3) minimum required Directors.

22. On or about September 13, 2023, Bryant and Director 3 signed a Bidr Corporate Resolution, (See Ex. B, September 13, 2023, Bidr. Inc. Board Resolution³) on behalf of the Board of Directors, addressing serious breaches of fiduciary duty by Staley, including but not limited to:

- An improper \$500,000.00 investment with Hawser Capital and Hawser Trading, which was unapproved by the Board, which ultimately was lost by Hawser in a high risk “options” investment and a failure to retain Bidr corporate counsel to evaluate legal recourse against Hawser, pursuant to Hawser’s Side Letter Agreement of December 8, 2022;
- An improper loan from Bidr to Allura Wines for \$40,000.00, approved solely by Staley, but which was not approved by Bidr or the Board;
- An Improper purchase of a Sprinter van, personal vehicle, and golf cart with company funds, which were used for Staley’s personal benefit, all without approval by Bidr or its Board of Directors.

² See Delaware Code of Laws, Title 8, Sec. 141 (a): “The business and affairs of every corporation organized under this chapter shall be managed by or under the direction of a board of directors. . .”.

³ The total transactions complained of by Bryant in Exhibits B, E, F & G, collectively constitute the “Disputed Staley Transactions” complained of in this Complaint, that are in derogation of the best interests of Bidr, Inc., and which solely benefit Staley individually.

- Attempts to move bookkeeping/accounting services without Board approval, and allegedly for the purpose of hiding Staley's improper expenditures from the Board and Shareholders.
- Failure to have Board meetings, Stockholder meetings, elect officers, and provide budgets as outlined in the ByLaws and/or Operating Agreements.

23. The September 13, 2023, Resolution Expressly stated that "Sam Staley has expressed regret and taken personal responsibility for these actions"

24. After passing the September 13, 2023, Board Resolution (and despite having previously acknowledged Director 3 as a Bidr, Inc. Director for years) Staley challenged Director 3's appointment as a Director, as a means of procedurally challenging that the validity of the September 13, 2023, Resolution (which had been signed by Director 3 and Bryan as the only two Directors). According to Staley's logic Director 3 was not a Director, then the Board did not have a quorum and the Sept. 13, 2023 Resolution did not pass.

25. Staley challenged Director 3's standing as a Director, was a pretextual means of challenging the validity of the September 13, 2023, Bidr Board Resolution which held Staley accountable for corporate malfeasance, and, thus, attempting to avoid personal liability. By invalidating the this Resolution, Staley believed he had avoided personal liability for malfeasance through a technicality, despite the fac that, arguably, Staley and Bryant having previously treated Director 3 as a Bidr Director over such a long period, established a ratification and course of dealing establishing Director 3 as a Director, and a waiver to the objection that Director 3 was not a proper Director.

26. Bryant was unable to confirm any corporate records formally appointing Director 3 as a Director, and so Bryant initially conceded to Staley, rather than initiate costly litigation.

27. Ironically, however, Staley disqualifying Director 3 as a Board member meant that Bidr never had an operational Board, functioning with the minimum number of three (3) Directors, for the whole of its existence. This means that the Board has never had sufficient Directors to be able to operate, and/or vote to approve officers, much less be able to vote to delegate Board decisions to officers. This also means that Bidr has never been able to approve any material or substantial business decisions and has never been able to approve the Disputed Staley Transactions as a legitimate business decision of Bidr, Inc.

28. If Director 3 was never a Bidr Board Member, as Staley has argued, and Bidr Directors did not have authority to pass the September 13, 2023, Resolution, then it is also true that Bidr has not had authority to make material and substantial business decisions and/or approve of Disputed Staley Transactions.

29. The September 13, 2023, Board Resolution, even if not a valid Bidr Board Resolution, at minimum placed Staley on actual and constructive notice of his conflicts of interest, the accusations that he misused and misappropriated Bidr corporate monies, and placed Staley on actual notice of how he should remedy the misappropriations.

30. Thus, Staley's failure to take action to remedy these misappropriations, and/or any action by Staley to obfuscate or cover up these misappropriations were intentional and/or grossly negligent, all in derogation of Staley's fiduciary duties and/or duties of care and loyalty to Bidr, Inc. and/or its Shareholders.

**Alleged Misappropriation of Federal Economic Injury Disaster Loan
Monies (Commonly Referred to as PPP/EIDL Loans)**

31. In or around 2020-2021, Bidr, Inc. applied for and received approximately \$453,978 in Government EIDL/PPP assistance⁴.

32. Immediately following these loans, the following transactions were initiated, and/or approved of by Staley, which, upon information and belief, were not for the legitimate business purposes of Bidr, Inc., and instead conferred a personal benefit on Staley:

- March 4 and March 22, 2021: \$377,000 for Staley's personal home down payments;
- December 14, 2021: \$174,943 for Sprinter van;
- June 30, 2022: \$11,979.06 for golf cart;
- September 12, 2022: \$83,283 for personal truck;
- Staley's personal investments including the Allura Wines loan (\$50,000) and equity he personally holds in tech companies including Blink TBI (\$25,000) and CAC (\$10,000);
- Additional unauthorized cash transfers for total misappropriation of funds amounting to \$1,306,488.91 (2021-2023);

33. Upon information and belief, Staley has caused current and ongoing transfers to his personal account and personal expenses paid from Bidr, Inc. accounts.

⁴ May 14, 2020: \$410,600 EIDL loan, \$3,000 EIDL grant; May 18, 2020: \$10,813 PPP loan; February 26, 2021: \$29,565 PPP loan

**Improper Hawser Capital and Hawser
Trading Transaction with Bidr for \$500,000.00**

34. Sometime in 2022, it became that Bidr had approximately \$500,000.00 in its accounts which needed to be moved to a bank account with a higher interest rate of return, but with low risk of loss.

35. Bryant, as Bidr Director, saw that Bidr's balance sheet had listed an account containing the \$500,000, and inquired to Staley what the account was. Bryant then discovered that the "bank account" was actually a Hawser Trading and/or Hawser Capital account to be used for options investments.

36. Rather than move the \$500,000 to a high yield savings account or other type of bank account which boasts a low risk of loss, Staley caused two separate transfers of \$250,000 to Hawser Trading and/or Hawser Capital for an options investment (total \$500,000)⁵. To be clear the \$500,000.00 was drawn on Bidr, Inc. accounts, not Bidr, LLC, accounts⁶.

37. Options investments are high risk investments. In regards to this investment:

- Staley neither disclosed to Bidr, Inc., Board Members or Shareholders, the transfer of \$500,000.00 to Hawser Trading or Hawser Capital, nor the investment of \$500,000.00 in high-risk options investments,;
- These transfers to Hawser Trading or Hawser Capital was not a transfer of Bidr, Inc. monies to a Bidr, Inc. bank account. Had the money been moved

⁵ Despite requests for Staley to provide information regarding the underlying investment agreement, and/or Partnership Agreement, with Hawser Capital, and/or regarding the existence of the Limited Partnership Hawser Trading, Plaintiff is unclear as to the exact details of the initial investment transaction and/or partnership formation. For purposes of this lawsuit, and as per the terms of the Hawser Capital Opportunity Trading Fund, LP Reconciliation Side Letter Agreement, dated 12/8/22, Hawser Capital Partners, LLC, and Hawser Capital Opportunity Trading Fund, LP, will be collectively referred to herein as "Hawser" and will be treated as alter-ego entities.

⁶ Upon information and belief, Bidr, LLC, has no accounts.

to a bank account, there would have been no risk of loss of the principal deposit amount.

- Hawser Capital's principal, John Harman, has a personal relationship with Staley that was not disclosed to Bidr's Board or Shareholders;
- By making this \$500,000.00 investment with Hawser, Staley caused Bidr to enter into an Agreement with Hawser Capital Opportunity Trading Fund, L.P., which has never been disclosed to Bidr's Board or Shareholders.
- Upon information and belief, Staley entered into this Agreement with Hawser Capital under the name of Bidr, LLC (which is a non-existent entity), and told Hawser Capital that Staley was moving money from a single-member LLC ("Bidr, LLC"), and that Staley had no partners, directors, or shareholders, from whom he needed to obtain authority to make the \$500,000.00 transaction.
- As a result of Bryant and Director 3 confronting Staley with the Hawser \$500,000.00 investment, and discovering that Staley and Hawser had lost Bidr's initial capital options investment, Staley caused Hawser to sign a Side Letter Agreement" with Hawser Capital on 12/08/2022 with repayment note terms in the name of a separate company ("Bidr, LLC")⁷. See Ex. C, Side Letter Agreement" with Hawser Capital on 12/08/2022;
- Subsequently, Hawser Capital and Hawser Trading was unable to repay these monies, as agreed upon in the above Reconciliation Side Letter Agreement. Assuming that the name Bidr, LLC, was just a scrivener's error, Staley has failed to cause Bidr, Inc. to pursue its legal rights under the Reconciliation Side Letter Agreement.
- As of the date of this action, the September 13, 2023, Board Resolution instructing Bidr to hire a corporate attorney to review the Hawser investment of \$500,000.00, so as to ascertain what Bidr, Inc.'s legal rights and remedies has not been pursued, and Staley, as Director, purported officer, and majority shareholder, has failed to cause Bidr to take action on the Side Letter Agreement are under the matter, despite actual knowledge of the of the benefits to Bidr, Inc. of pursuing these claims.
- Upon information and belief, Staley is not dis-interested and is using his position as majority shareholder to frustrate Bidr's corporate rights and obligations to its shareholders, since doing so could create legal liability and risk of exposure for Staley and his friend at Hawser.

⁷ This Side Letter Agreement will be discussed in more detail further within the Complaint. At minimum, Staley documenting the Side Letter in the name of Bidr, LLC,

- Bidr, Inc., by and through its control by Staley has refused to exercise its corporate obligations to its shareholders despite repeated demands to do so.
- Alternatively, Staley as majority shareholder, officer, and/or director of Bidr has actual knowledge of potential recourse for Bidr to recover these lost monies, and has refused to take action.
- Alternatively, Staley has committed fraud on Bidr by inducing the Company to spend corporate funds on a high-risk investment, with a friend of Staley, to benefit Staley only, under a fictional single member LLC, called Bidr, LLC;
- Alternatively, Staley has borrowed \$500,000.00 from Bidr, Inc. and the money should be marked as an unpaid personal loan in Staley's capital account.

38. The date on the face of the Side Letter Agreement is December 8, 2022 (See Ex. C). The docusign meta-data shows the document was fully signed on February 2, 2023.

39. Accordingly, Bidr's statute of limitations window is running and Bidr must take immediate action to preserve its legal rights.

Additional Personal Loans From Bidr to Staley

40. Staley improperly borrowed funds from the Bidr, Inc. business bank account to Staley's personal bank account for the "Personal Loan" (multiple transfers made) of more than \$300,000, without Board approval. Upon information and belief, these monies may have been used personally by Staley to purchase a home.

41. As per the September 13, 2023, Board Resolution, Staley is on actual notice that he didn't have authority by Bidr's Board to take a loan, and since there was no functioning Board, with at least three (3) Directors, and since the Board could not have appointed officers and, thus, could not have delegated decision-making authority to those

officers, and since Bidr had no legal authority consent to make these loans, and that, therefore, Staley should repay all funds borrowed from the company with interest on the "Personal Loan".

Improper Loans by Bidr to Allura Wines for \$40,000.00

42. Staley improperly approved an "Allura Wines Loan" from Bidr, Inc. in the amount of \$40,000, without Board or Officer approval.

43. As per the September 13, 2023, Board Resolution, Staley is on actual notice that Staley had no authority by any officer or Director to take these loans, and that Staley was required to repay all funds borrowed from the company with interest on the "Personal Loan".

44. Alternately, As per the September 13, 2023, Board Resolution, Staley is on actual notice that he didn't have authority by authorize the Allura Wine Loan, since there was no functioning Board, with at least three (3) Directors, and since the Board could not have appointed officers and, thus, could not have delegated decision-making authority to those officers, and since Bidr had no legal authority to make these loans.

45. Therefore, Staley should repay all funds borrowed from the company with interest on the "Personal Loan".

46. Staley, as majority shareholder with control of the Board is not disinterested, and has failed to cause Bidr to take action to repay said loans or to document said loans.

Improper Purchase and/or Rentals of Vehicles with Company Funds

47. Bidr financial records show that Staley used Bidr monies to purchase a Sprinter van, personal vehicle and golf cart with Bidr company funds.

48. Bidr Financial records of June 30, 2023, shows that Bidr monies were used to buy a 2021 GMC for \$83,283.00. Upon information and belief, this vehicle was used for Staley's personal purposes and not for Bidr company business.

49. Bidr Financial records of June 30, 2023, show that Bidr, Inc. money was used to purchase a \$179,943.00 Sprinter van. Upon information and belief, this vehicle was used for Staley's personal purposes and not for Bidr company business; such purposes include Staley listing the Sprinter van on the peer-to-peer rental platform, Turo, and depositing the rental income into his personal bank account.

50. Staley did not report, disclose, or remit the revenue which rightly belonged to the corporation as a use of its asset, and instead deposited said revenue into his personal bank account(s), in breach of his fiduciary duty to Bidr, Inc.

51. Bidr Financial records of June 30, 2023, shows that Bidr money was used to purchase a golf cart, but the amount of money spent was not shown on the financials. Upon information and belief, this vehicle was used for Staley's personal purposes and not for Bidr company business.

52. These vehicles were purchased by Staley without any authority from any officer or director, since there was no minimum board appointed when the purchases occurred, and, thus, no officers elected by the Board to approve said purchases;

Removal of Bryant from Bidr Board of Directors

53. On or about September 18, 2023, Staley illicitly removed Bryant as a Board Member of Bidr and replaced Bryant with William ("Bill") Tuorto, a Staley loyalist⁸. See

1. ⁸ Upon information and belief, Tuorto has no ownership interest in Bidr, Inc., and is not a disinterested Board Member, in that Tuorto was nominated by Staley for the sole purpose of stacking the votes in

Ex. D, Sept. 18, 2023, Memo and Written Consent Actions of Majority Shareholder to Remove Bryant from Board and to add Tuorto to Board.

54. When this occurred, Bidr remained below its minimum three (3) Director requirement, since Staley took the position that Director 3 was never a documented Director, and the dismissal of Bryant brought the Directors down below the impermissible level of two (2) Directors, which in and of itself is a violation by Staley of his fiduciary duties and duty of care and loyalty.

55. Subsequently, Staley agreed to use his majority stockholder voting rights to vote Bryant back on the Board around January 2024.

56. In conjunction therewith, Staley agreed with Bryant that Staley would pursue the remedies set out in the September 13, 2023 Board Resolution. Staley never followed through with the same.

57. Subsequently, the shareholders voted Alicia Aloe onto the Board. On or about February 17, 2025, Aloe resigned from the Board, leaving Staley, Bryant, and Tuorto as the sole remaining Board Members.

58. According to Staley, the Bidr, Inc. Board has only had three (3) board members since January 2024, and, therefore, Bidr, Inc. has not acted validly prior to January, 2024, when Bryant and/or Alicia Aloe was added to the Board, whichever occurred first.

Staley's favor, without regard for fiduciary duties to Bidr, Inc. Specifically, Tuorto has told Bryant, that Bidr, Inc. is Staley's company, since Staley is majority shareholder, and that Staley can do whatever Staley wants to do with Bidr, Inc.

Bryant Notice to Board of Directors & Shareholders

59. On February 3, 2025, Bryant emailed all Board members of Bidr, Inc., in advance of a February 5, 2025, Bidr, Inc. Special Board Meeting, with regards to a committee formed by Bidr, Inc. to address lawsuits brought against Bidr, Inc. by both Code + Trust, LLC and Media Content Services, LLC, concerning the potential for Staley to personally benefit from personal actions not taken in the name of Bidr, Inc. See Ex. E, Feb. 3, 2025, Bryant Response to Special Board Meeting Notice.

60. To date, Bidr, Inc.'s corporate attorney represents both Bidr, Inc. and Staley, individually in the Code +Trust and Media Content Services suits.

61. Bryant also sent multiple identical requests for Staley to add agenda items to the Shareholders Meeting Notice concerning concerns about misappropriation of Bidr Monies and other concerns regarding Bidr corporate malfeasance.

62. The first notice to add items to the Shareholders Meeting Agenda, was sent by Bryant on February 24, 2025. See Ex. F, Feb. 24, 2025, Bryant Notice to Add Agenda Items to Shareholder Meeting, the contents of which are incorporated by reference. The Bidr Shareholder Meeting was delayed til March, 2025.

63. The second notice to add items to the Shareholders Meeting Agenda, was sent by Bryant on March 25, 2025, ahead of the March 26, 2025 Bidr Shareholder Meeting. See Ex. G, March 25 & March 27, 2025, Bryant Notice to Add Agenda Items to Shareholder Meeting and Bryant Response to Bidr Board's Failure to Include Bryant Agenda Items, the contents of which are incorporated by reference.

64. In each instance, Bryant requested Staley add Bryant's concerns regarding⁹:

⁹ Plaintiff craves reference to Ex. F and G, for a full accounting of requested agenda items by Bryant.

- Misappropriation of Government PPP/EIDL funds, and use of those funds on the aforementioned personal loans to Staley, golf cart, GMC truck, Allura wine loans, etc.;
- Unauthorized use of corporate funds to purchase a Sprinter van in the amount of \$174,493 to be used for personal purposes;
- Unauthorized Investments, and Failed Recovery of, \$500,000.00 with Hawser Capital, as detailed above;
- Improper control by Staley of Media Content Services website, as detailed in a lawsuit filed in a Charleston County Court of Common Pleas by Media Content Servicers against Bidr and Staley;
- Deferred Compensation and Criminal Tax Fraud, whereby Staley is claiming \$300,000 in deferred compensation against \$600,000.00 in loans from Bidr monies;
- Code and Trust Developer Mismanagement, resulting in \$251,382.24 in unpaid Developer invoices, as set forth in a Charleston County Court of Common Pleas by Code + Trust against Bidr and Staley;
- Loss of American Heart Association Contract;
- Obstruction of Company Operations;
- Conflict of Interest in Legal Representation;
- Fiduciary Liability of Board Members; and
- Requested Action for Shareholder Liability

65. The issues raised in the Exhibits B, E, F & G, constitute the Disputed Staley Transactions, and are hereby incorporated by reference. These multiple communications concerning Staley's potential malfeasance concerning Bidr., all demanding the Directors, officers, and/or Shareholders take action, have been ignored each time and are futile. Bidr, Inc. has failed to take any steps to take corporate action to protect its own interest, thus setting up this derivative action.

66. The most recent Bidr Shareholder meeting was held on March 26, 2025. In forwarding the above agenda items to Bidr, Bryant expressly stated to the shareholders and and Sam Staley, "These issues pertain to significant financial mismanagement and misconduct by CEO Sam Staley, necessitating immediate shareholder oversight and resolution".

67. The items raised by Bryant for the Shareholder meeting were not added to the agenda for the March 26, 2025, meeting.

68. On March 27, 2025, Bryant wrote the Shareholders, documenting that Bidr failed to take action to add the above items onto the agenda and were not addressed at the meeting. Specifically, Bryant raised with the shareholders in this communication that Staley's claimed compensation of \$300,000.00 per year (20% of the gross revenue of the company) is inappropriate, as the same is related to the issues of how Staley plans to address some of the aforementioned disputes over Bidr monies spent on Staley's behalf, individually.

69. Bidr has failed to take action on items that affect the financial security of the company, that affect the Company's monetary claims for compensation, and/or the Company's claims for compensation against bad actors.

70. Staley, as the majority shareholder, is not a disinterested board member or officer, and is using his position in the company to gain a personal financial advantage to Staley, individually, and to the disadvantage of Bidr and its other minority shareholders.

FOR A FIRST CAUSE OF ACTION
Breach of Contract by Bidr, Inc.
Against Hawser Capital and Hawser Trading

71. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

72. The Side Letter Agreement, Ex. C, obligates both Hawser Capital and Hawser Trading to Reconcile Bidr's Capital financial losses of up to \$519,712.20, with payment made upon demand.

73. Despite formal and actual notice to Staley and Bidr, Inc. that Bidr, Inc.'s legal rights under the Side Letter Agreement need to be enforced, these entities have refused to take legal action and use of the corporate formalities to enforce these rights would be futile.

74. Bidr, Inc. is the true party in interest, and to the extent that Bidr, LLC, is a viable entity (which is denied) and not an alter-ego of Bidr, Inc. Bidr, Inc. controls the interests of Bidr, LLC, and/or is equitably subrogated to the claims of Bidr, LLC.

75. Hawser Capital and Hawser Trading have refused to make payments under this Side Letter Agreement, thus breaching the Side Letter Agreement.

76. Bryant, derivatively for Bidr, Inc. demands payment under from Hawser Capital and Hawser Trading and claims damages in the liquidated amount of \$519,712.70, which were proximately caused by Hawser Capital and Hawser Trading's breach.

77. Bidr is entitled to actual and consequential damages, pre-judgement interest, reasonable attorneys fees and costs, and any other remedy available at law and equity.

FOR A SEOND CAUSE OF ACTION
Declaratory Judgment - SC Code Sec. 15-53-10, et. seq
by Bryant, Individually, and Derivatively for Bidr
Against Staley, Tuorto, and Bidr, LLC

78. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

79. The following allegations are real, substantial and justiciable controversies, which are ripe and call for the invocation of the South Carolina Declaratory Judgment Act.

The September 13, 2023, Board Resolution is Valid and Binding on Bidr, Inc.

80. At all material times prior to September 13, 2023, Bidr, Inc., Sam Staley, Patrick Bryant, and Director 3, conducted business on behalf of Bidr as the three required individuals comprising the minimum requisite quorum of boards of directors under the By-Laws, which created a course and conduct such that Director 3 should be deemed a valid board member as of September 13, 2023.

81. As such, Plaintiffs are respectfully requesting the Court to hold that the September 13, 2023 Board Resolution, attached as Ex. B, as binding on Staley, Bryant, and Tuorto as Directors, on any officers of Bidr, and to the extent necessary binding on any parties named in this suit upon whom it is necessary and appropriate to bind this ruling upon.

Alternatively, Bidr, Inc. Has Been Without a Valid Board or Officers, Since its Inception and Through the Date of the Installation of Three Valid Board Members

82. To the extent that the Court rules that Director 3 was never a valid Director of Bidr, Inc. then the Plaintiffs respectfully request the Court to rule, in the alternative, that pursuant to Bidr's Bylaws (Ex. A), and Delaware law, that Bidr has not had in place the minimum required quorum for board members, as required by the By-Laws, until such

time as the board was fully comprised of three of the four named board members, Sam Staley, William Tuorto, Patrick Bryant, and/or Alisha Aloe, which, upon information and belief first occurred around January, 2024.

83. To the extent that the Court finds and rules that Bidr has never had a valid three-member Board of Directors during any period of time, the Plaintiffs are respectfully requesting the Court to rule and/or make a determination as to when, or if, the Company Bidr ever validly appointed officers of Bidr, and/or whether the Bidr Board ever properly and validly delegated the power to make substantial corporate decisions for Bidr away from the Bidr Board, to any officer, in compliance with Delaware law.

**Bidr Transactions Occurring Before Bidr Had a Valid Board Are Invalid,
Due to Bidr's Lack Of A Board or Officers, and Lack of Legitimate
Business Justification**

84. It is anticipated that Defendant Staley and/or others, will take the position that the Disputed Staley Transactions were either valid at the time, and/or that since then, the Disputed Staley Transactions have been somehow ratified, which is denied.

85. Plaintiffs respectfully request the Court:

- To Issue an Order that the Disputed Staley Transactions were not proper or valid;
- To issue an Order that that the decisions to engage in said Disputed Staley Transactions, are not subject to the business judgment rule and did not meet the standard of both a fair dealing and a fair price pursuant to Delaware law;

- To issue an Order that the Disputed Staley Transactions primarily benefited Staley individually and not Bidr, Inc., and as such Staley is neither a disinterested shareholder nor Director;
- And as a result Plaintiffs respectfully requests the Court to issue an Order that if the Disputed Staley Transactions were not proper or valid, determining for the Parties how the transactions should be reflected on the profit and loss statements, books and financial records of Bidr, Inc. and/or Ordering that the transactions reflect personal loans to Staley and Order the Company to comply with the Court rulings.

Bidr, LLC, Is Not Viable, and/or Is An Alter Ego or Amalgamation of Bidr Inc.,
Such That the Side Letter Agreement is Equitably Assigned to Bidr Inc.,
and/or
Such That Bidr, Inc. Is Equitably Subrogated to the Side Letter Agreement.

86. Bidr, Inc. was formed under the laws of the State of Delaware prior to the time of the formation of Bidr, LLC.

87. There are no corporate records authorizing the formation of Bidr, LLC and/or the usage of the mark or goodwill rights to the name Bidr.

88. Bidr, LLC has never actually conducted business and is an alter ego of Bidr Inc.

89. That the monies invested with Hawser Capital and/or Hawser Trading came from the accounts of Bidr, Inc. such that the claims in the Side Letter Agreement equitably belong to Bidr, Inc. and not an entity going by the name of Bidr, LLC, such that this claim is properly brought under this derivative action.

90. Plaintiffs seek an Order from the Court affirming these allegations and the rights of Bidr, Inc. under the Side Letter Agreement.

Staley's Actions and Conduct In Lawsuits Brought By Code + Trust, LLC, and Media Content Services, LLC, Do Not Constitute Legitimate Business Decisions of Bidr, Inc., and That Staley Cannot Seek Reimbursement of Staley's Attorneys Fees From Bidr and/or that Staley Has a Conflict of Interest with Bidr, Inc.

91. Two lawsuits have been brought against Bidr, Inc., and Staley, Individually, by Code + Trust, LLC, and by Media Content Services, LLC.¹⁰

92. That Sam Staley has sought coverage for his personal attorney fees and/or indemnity from personal exposure in these cases from Bidr, Inc., and/or Staley and Bidr, Inc. share corporate counsel.

93. Plaintiffs have placed Staley and Bidr, Inc. on actual notice this constitutes a conflict of interest, but Staley and the remaining Directors of Bidr Inc. have refused to recognize the conflict of interest and/or maintain that the claims against Staley cannot be covered by Bidr, Inc.

94. Plaintiff respectfully requests the Court to determine that Staley cannot claim indemnity and/or benefit from Bidr, Inc.'s corporate counsel for actions that he is taken in his personal capacity and/or actions which Staley took in his own name claims were legitimate actions of Bidr Inc.

95. That as the majority shareholder, Staley is causing Bidr Inc. to cover Staley's individual liabilities and risk exposure in that Staley is neither disinterested nor their legitimate business justification for the same.

¹⁰ Code + Trust v. Bidr, Inc. d/b/a Event.Gives, and Sam Staley, Case No: 2024-CP-10-05862; MCS v. Bidr, Inc. d/b/a Event.Gives, and Sam Staley, Case No: 2024-CP-10-05854, respectively.

96. Plaintiffs respectfully requests an Order determining the rights of the Parties in this regard, both in this action and in regards to the actions set forth in footnote 8 below.

Staley's Claimed Salary is Disproportionate to the Earnings and Profit of the Company and Were Made Without Legitimate Business Justification, Such that Staley Cannot Claim the Salary as Setoff For Debts Owed to Bidr, Inc.

97. Plaintiff anticipate that Staley will claim that any monies owed should be set off against his deferred compensation of \$300,000, annually.

98. Based on the above allegations that Bidr Inc. was never competent to validly set Staley's salary at \$300,000 until there were at least three Board members.

99. That since that time the board has never voted on Staley's salary.

100. That given the earnings of Bidr Inc. \$300,000 is disproportionate to the value of services performed by Staley.

101. That Staley is not a disinterested party and as majority shareholder with potential liability to the company and its shareholders, is motivated to set his salary high enough, so as to improperly set off his personal liabilities and losses to the company.

102. That Plaintiffs seek an order from the Court determining the rights and responsibilities the Parties hereunder concerning Staley's salary with Bidr, Inc. and whether the same can be set by Staley, and whether the same can be used to set off monies that Staley personally owes to the Company.

FOR A THIRD CAUSE OF ACTION
Conversion
by Bidr, Inc. Against Staley

103. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

104. Staley illicitly took possession and dominion over money belonging to Bidr, Inc. for his own personal purposes, investments, housing, vehicles, and/or for other personal benefits which do not constitute the valid and legitimate business of Bidr Inc.

105. That the vast majority of transactions complained of herein in Exs. B, E, F and G, were either improperly made when Bidr, Inc. had no quorum of Directors appointed, and, or alternatively, that monies belonging to Bidr Inc. were improperly removed from its accounts misappropriated for Staley's personal benefit such as to constitute a conversion property in monies.

106. Defendant Bidr, Inc., through Staley, exercised unlawful domain and control over Bidr, Inc.'s monies and retained the same without repayment to Bidr, Inc.

107. Plaintiff has suffered actual and consequential damages as a direct and proximate cause of the conversion and Plaintiff is entitled to an award of actual and consequential damages and punitive damages.

FOR A FOURTH CAUSE OF ACTION
Breach of Fiduciary Duty
By Bryant & Bidr, Inc. Against Staley

108. Plaintiffs reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

109. Pursuant to Delaware law, Directors owe fiduciary duties to the corporation and its stockholders, and minority stockholders, of which Bryant is one. Moreover, a controlling stockholder, such as Staley, owes a fiduciary duty to the corporation and the minority stockholders.

110. Staley is a majority stockholder, Director, and a putative officer and owes fiduciary duties, in those capacities to the company, stockholders and minority stockholders including Bryant.

111. The Delaware Court of Chancery held that corporate officers owe a fiduciary duty of oversight akin to that owed by directors under the seminal 1996 Caremark decision.

112. Officers, like directors, now have a duty of oversight under Delaware law. Officers will be liable for violating that duty if, within their area of responsibility, they consciously fail to make a good faith effort to establish information reporting systems, or they consciously ignore red flags that arise from those reporting systems or otherwise come to their attention.

113. Staley in all of his various positions and roles with Bidr, Inc. has acted in his own personal interest in against the interest of the Corporation, Bidr, Inc., in the preceding allegations of this Complaint, and as set forth in Exs. B, E, F & G, all of which have been incorporated into the proceeding paragraphs of this Complaint.

114. Staley has had active and constructive notice that that he has placed his own personal interest above that of the corporation and its shareholders that he is abused his majority shareholder position to defend those actions, and/or to obfuscate those actions, and/or to improperly mitigate his own personal risk of financial loss, all to the detriment of Bidr Inc. and its shareholders and minority shareholders.

115. Moreover in order to maximize Staley's own personal benefits from Bidr Inc. Staley, individually, as a Director, and as a putative officer, has refused to take action to determine the source of the corporate waste, misuse and misappropriation, likely because

he is the culpable party; Staley has refused to recuse himself from decisions of which he is clearly not a disinterested party; he is taking legal positions regarding the existence of boards of directors for the purpose of covering an insulating his own financial risk and exposure at the expense of invalidating the totality of business conducted by Bidr, Inc., before it had the requisite number of Directors.

116. Staley has a special relationship with Plaintiffs, as described above, and has breached his duties to Plaintiffs.

117. Plaintiffs have suffered financial loss in terms of lost monies, lost corporate opportunity, loss of goodwill, and loss of the value of shares and investments in the Company, and the expenditure of legal fees and costs.

118. That Plaintiffs have suffered actual, consequential, and future damages, as a direct and proximate cause of Staley's fiduciary breaches, and Plaintiffs are entitled to an award of actual, compensatory, consequential damages, punitive damages, and/or to an award of equitable relief such as to place the plaintiff's in the position they would have been prior to the breach which includes but is not limited to an award of potential injunctive relief and/or reasonable attorney fees and costs.

FOR A FIFTH CAUSE OF ACTION
Breach of Duty of Care and Duty of Loyalty
By Bidr, Inc. Against Staley

119. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

120. Directors owe a Duty of Care and a Duty of Loyalty to the Corporation, specifically Bidr Inc. pursuant to the laws of the State of Delaware.

121. A Director breaches the duty of care by failing to take action in a situation where a careful person would have taken action.

122. In this case Bryant, as both Shareholder and Director has placed Staley as a Director on actual and constructive knowledge of corporate violations against Bidr, Inc., of misappropriation of Bidr, Inc.'s financial resources, of the improper use of Bidr Inc.'s corporate counsel for Staley's personal benefit.

123. Staley, as a Director, has failed to take action to address actions he has taken in his own personal interest, all against the interest of the Corporation, Bidr, Inc., as more fully set forth in the preceding allegations of this Complaint, and as set forth in Exs. B, E, F & G, all of which have been incorporated into the proceeding paragraphs of this Complaint.

124. Moreover in order to maximize Staley's own personal benefits from Bidr Inc. Staley has refused to take action to determine the source of the corporate waste, misuse and misappropriation; Staley has refused to recuse himself from decisions of which he is clearly not a disinterested party; he is taking legal positions regarding the existence of boards of directors for the purpose of covering an insulating his own financial risk and exposure at the expense of invalidating the totality of business conducted by Bidr, Inc., before it had the requisite number of Directors.

125. Staley has breached the Duty of Care by failing to take action, upon actual and/or constructive notice, of actions that need to be taken as a Director for the benefit of the Company. These include spending Bidr, Inc. money for personal purposes without assuring minimum disinterested directors and officers are in place to approve these transactions; failing to take action upon actual and/or constructive notice to pursue legal

rights that may help mitigate Bidr, Inc.'s losses; by taking positions intended to mitigate Staley's personal loss and obfuscate the extent of the misappropriation.

126. Staley has breached the Duty of Loyalty by failing to recognize his conflicts of interest and acting in bad faith, in acting against the best interests of the Company, which leaves Bidr, Inc. underfunded to the personal benefit of Staley.

127. These breaches are negligent, willful, wanton, reckless, grossly negligent, and/or intentional.

128. Plaintiff Bidr, Inc. has suffered financial loss in terms of lost monies, lost corporate opportunity, loss of goodwill.

129. That Plaintiffs have suffered actual, consequential, and future damages, as a direct and proximate cause of Staley's breaches of the Duty of Care and Duty of Loyalty, and Plaintiff is entitled to an award of actual, compensatory, consequential damages, and punitive damages.

FOR A SIXTH CAUSE OF ACTION
Unjust Enrichment By Bidr, Inc.
Against Staley, Hawser Capital, and Hawser Trading

130. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

131. Defendants have from Bidr Inc.'s monies which have been spent to benefit Defendants Staley, Hawser capital, and Hawser Trading, and to the detriment of Bidr Inc.

132. Defendants knew that Plaintiff expected to be paid for the same, and or to receive some financial or pecuniary benefit from the same.

133. It would be unjust to allow Defendants to be enriched by Plaintiff's work, to the detriment of Plaintiff, without paying for the same or without receiving a financial or pecuniary benefit.

134. Plaintiff is entitled to an award of actual and consequential and punitive damages for Defendants unjust and inequitable conduct.

FOR A SEVENTH CAUSE OF ACTION
Equitable Accounting

135. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

136. Sam Staley, in his capacity as CEO, director, and controlling shareholder of Bidr, Inc., was entrusted with corporate assets, accounts, decision-making authority, and access to all financial channels of the company.

137. Based on the substantial allegations of unauthorized expenditures, misappropriation of funds, improper loans, and lack of proper board authorization, Plaintiffs allege that Staley has withheld material financial information and failed to properly report or account for his use of corporate assets.

138. Plaintiffs are entitled to a full and equitable accounting of Bidr, Inc.'s finances from the years 2020 – 2024 to determine the extent of misappropriation, corporate waste, unjust enrichment, breaches of fiduciary duty, and conversion.

139. Plaintiffs request that this Court order an equitable accounting that includes, but is not limited to:

- All corporate bank account activity, including operating, payroll, savings, credit card, loan, and any accounts held in the name of Bidr, Inc., Bidr, LLC, Event.Gives, or any known d/b/a.

- All internal ledger and QuickBooks records, including charts of accounts, journal entries, adjusting entries, and audit logs showing any and all modified financial entries.
- All transfers from corporate accounts to Sam Staley personally, to any Staley-controlled entities, or to accounts under the name of any family members, associates, or affiliated third parties.
- All transactions involving use of PPP or EIDL funds, including applications, certifications, use-of-funds statements, and forgiveness applications.
- All corporate expenditures on vehicles, equipment, real estate, travel, lodging, or personal use items in any amount, including all documentation of business justification and board approval.
- All personal loans or advances from the company to Staley, including documentation of amounts, dates, terms, accrued interest, repayment activity, and board authorization (if any).
- All disbursements, checks, wires, Venmo, PayPal, ACH, or cash withdrawals involving Staley or any entity with which he is affiliated.
- All investments made with corporate funds, including the \$500,000 Hawser Capital investment, the Allura Wines loan, and equity or debt investments in CAC, BlinkTBI, and any other Staley-connected ventures.
- All payments made to corporate counsel, tax advisors, auditors, and outside service providers, including legal representation in which Staley has a personal interest or potential conflict.

- All compensation paid to Staley, including payroll, bonuses, benefits, 401(k) contributions, deferred compensation, or other perquisites, and whether they were authorized by a disinterested and validly composed Board.
- All cap table records and stock transactions, including voting rights used by Staley to appoint or remove directors, and any attempts to issue or transfer equity for personal benefit.
- All documentation of board meetings, shareholder votes, and officer appointments relied upon by Staley in asserting authority to make disputed transactions.
- Communications or correspondence regarding disputed financial activity between Staley and any officers, board members, legal counsel, financial institutions, or third parties.

FOR AN EIGHTH CAUSE OF ACTION
Preliminary Injunctive Relief

140. Plaintiff reiterates and re-alleges each and every foregoing allegation as if set forth verbatim herein.

141. Due to the ongoing risk of financial harm, operational obstruction, and continued abuse of corporate authority by Defendant Sam Staley, Plaintiff seeks preliminary injunctive relief to preserve the status quo and prevent irreparable damage to Bidr, Inc. and its shareholders pending resolution of this action.

142. Plaintiff respectfully requests an Order from this Court:

143. Temporarily enjoining Bidr, Inc., its officers, agents, and financial institutions from issuing, disbursing, or transferring any further compensation, salary, bonuses, or deferred compensation to Sam Staley;

144. Restraining Sam Staley from authorizing, initiating, or directing any disbursement, transfer, or encumbrance of Bidr, Inc.'s corporate funds or assets, outside the ordinary course of business, without the written approval of a majority of disinterested Board members or further Order of the Court;

145. Prohibiting the alteration, destruction, concealment, or disposal of any corporate books, records, communications, board minutes, or financial documents relevant to the governance and financial operations of Bidr, Inc.;

146. Enjoining Sam Staley from executing contracts, issuing stock, hiring or terminating legal counsel, or binding Bidr, Inc. to any legal or financial commitments without prior approval of a disinterested majority of the Board or this Court;

147. Requiring that all corporate banking accounts associated with Bidr, Inc., Bidr, LLC, or Event.Gives, be placed under dual-signature control or court-supervised financial monitoring;

148. Ordering the immediate segregation of legal representation between Bidr, Inc. and Sam Staley in all legal proceedings and the appointment of independent counsel for Bidr, Inc. to avoid conflict of interest.

149. Plaintiff alleges that absent such relief, there is a substantial likelihood of irreparable harm, loss of goodwill, compromised legal standing, and further abuse of control, for which monetary relief alone would be inadequate.

WHEREFORE, Plaintiff prays for the Court to award:

- Declaratory Judgment Relief as Requested Herein;
- An Award in Favor of Bryant Against Staley for Breach of Fiduciary Duties, including of his investment, actual damages, consequential damages, compensatory damages, future damages, reasonable attorneys fees, and injunctive relief;
- An Award in Favor of Bidr, Inc. Against Staley for Breach of Fiduciary Duties, Breach of Duty of Care, Duty of Loyalty, Unjust Enrichment, and Conversion, loss of monies, goodwill, and corporate opportunities all resulting in actual damages consequential damages, future damages, and Plaintiff is entitled to an award of these damages and reasonable attorneys fees and injunctive as prayed for above, at law and at equity, as well as any and all other just and equitable relief as the Court finds appropriate;
- a. An Award in Favor of Bidr, Inc. Against Hawser Capital and Hawser Trading for Breach of Contract and Unjust Enrichment, resulting in loss of monies, actual, consequential, and punitive damages, as prayed for above, at law and at equity, as well as any and all other just and equitable relief as the Court finds appropriate;

BREWER LAW FIRM, LLC

/s/ Barrett R. Brewer

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 Attorneys for the Plaintiffs

April 4, 2025
 Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PATRICK BRYANT, Individually, and
Derivatively on Behalf of the Nominal
Defendant, BIDR, INC. d/b/a Event.Gives

Plaintiff,

vs.

SAM STALEY, individually and as Bidr, Inc.
board member, WILLIAM TUORTO,
nominally as Bidr, Inc. board member only,
HAWSER CAPITAL OPPORTUNITY
TRADING FUND, LP, HAWSER CAPITAL
PARTNERS, LLC, and BIDR, LLC.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2025-CP-10-_____

VERIFICATION

I, Patrick Bryant, Individually and Derivatively on behalf of the nominal Defendant BIDR, Inc., d/b/a Event.Gives, being duly sworn and deposed and say: that I have read foregoing Complaint to be filed in the Charleston County Clerk of Court, in the above referenced matter, and know the contents thereof, and that the same is true to our own, except to matters therein stated upon information and belief, and as to those, we believe it to be true.

AGREED:

Patrick Byrant

Patrick Byrant
Individually and Derivatively
On behalf of the Nominal
Defendant

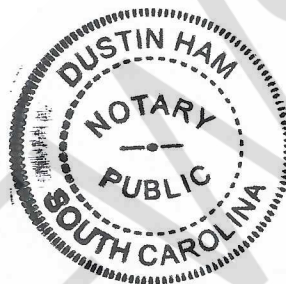
Sworn and Subscribed before me this

3rd day of April 2025

Dustin Ham

Notary Public for South Carolina

My Commission Expires: 7-17-2034



**BYLAWS
OF
BIDR INC.
ARTICLE I
OFFICES**

Section 1.01 Offices. The address of the registered office of Bidr Inc. (hereinafter called the "**Corporation**") in the State of Delaware shall be 2035 Sunset Lake Road, Suite B-2, Newark, New Castle County, Delaware 19702. The Corporation may have other offices, both within and without the State of Delaware, as the board of directors of the Corporation (the "**Board of Directors**") from time to time shall determine or the business of the Corporation may require.

Section 1.02 Books and Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II

MEETINGS OF THE STOCKHOLDERS

Section 2.01 Place of Meetings. All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of meeting.

Section 2.02 Annual Meeting. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

Section 2.03 Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called pursuant to a resolution approved by the Board of Directors and may not be called by any other person or persons. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

Section 2.04 Adjournments. Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date is fixed for stockholders entitled to vote at the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

Section 2.05 Notice of Meetings. Notice of the place, if any, date, hour, the record date for determining the stockholders entitled to vote at the meeting (if such date is different

from the record date for stockholders entitled to notice of the meeting) and means of remote communication, if any, of every meeting of stockholders shall be given by the Corporation not less than ten days nor more than 60 days before the meeting (unless a different time is specified by law) to every stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Except as otherwise provided herein or permitted by applicable law, notice to stockholders shall be in writing and delivered personally or mailed to the stockholders at their address appearing on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, notice of meetings may be given to stockholders by means of electronic transmission in accordance with applicable law. Notice of any meeting need not be given to any stockholder who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

Section 2.06 List of Stockholders. The officer of the Corporation who has charge of the stock ledger shall prepare a complete list of the stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name of each stockholder at least ten days before any meeting of the stockholders. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network if the information required to gain access to such list was provided with the notice of the meeting or during ordinary business hours, at the principal place of business of the Corporation for a period of at least ten days before the meeting. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting the whole time thereof and may be inspected by any stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection by any stockholder during the whole time of the meeting as provided by applicable law. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

Section 2.07 Quorum. Unless otherwise required by law, the Corporation's Certificate of Incorporation (the "**Certificate of Incorporation**") or these bylaws, at each meeting of the stockholders, a majority in voting power of the shares of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 2.04, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the

subsequent withdrawal of enough votes to leave less than a quorum. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

Section 2.08 Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. At every meeting of the stockholders, the President, or in his or her absence or inability to act, the Secretary, or, in his or her absence or inability to act, the person whom the President shall appoint, shall act as chairman of, and preside at, the meeting. The secretary or, in his or her absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (f) limitations on the time allotted to questions or comments by participants.

Voting; Proxies. Unless otherwise required by law or the Certificate of Incorporation, the election of directors shall be decided by a plurality of the votes cast at a meeting of the stockholders by the holders of stock entitled to vote in the election. Unless otherwise required by law or the Certificate of Incorporation, for any election of the Board in which two (2) or more positions on the Board are to be filled, every stockholder entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes which such stockholder is otherwise entitled to cast. Unless otherwise required by law, the Certificate of Incorporation or these bylaws, any matter, other than the election of directors, brought before any meeting of stockholders shall be decided by the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

Section 2.09 Inspectors at Meetings of Stockholders. The Board of Directors, in advance of any meeting of stockholders, may, and shall if required by law, appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board of Directors, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

Section 2.10 Written Consent of Stockholders without a Meeting. Any action to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested or by a nationally recognized overnight delivery service) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.11, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 2.11 Fixing the Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the determination of stockholders entitled to vote at the adjourned meeting and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote therewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting: (i) when no prior action by the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery (by hand, or by certified or registered mail, return receipt requested or by a nationally recognized overnight delivery service) to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded; and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE III BOARD OF DIRECTORS

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these bylaws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

Section 3.02 Number; Term of Office. The Board of Directors shall consist of not less than three (3) and no more than twelve (12) members. There shall be staggered terms of office for Directors so that one-third of the directorships shall be up for election each year (or if the number does not evenly divide by thirds, the board shall be divided as close to thirds as possible). The system for staggered terms of office shall be implemented as follows: at the meeting of the Board of Directors at which these bylaws are adopted there shall be a drawing in order to determine the initial terms of the Directors.

Section 3.03 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board of Directors, may be filled by the affirmative votes of a majority of the remaining members of the Board of Directors, although less than a quorum. A director so elected shall be elected to hold office until the earlier of: (a) the expiration of the term of office of the director whom he or she has replaced, (b) a successor is duly elected at the next annual meeting of the stockholders and qualified, or (c) the earlier of such director's death, resignation or removal.

Section 3.04 Resignation. Any director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice by the Corporation or at such later time as is therein specified.

Section 3.05 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and at such places as may be determined from time to time by the Board of Directors or its chairman.

Section 3.06 Special Meetings. Special meetings of the Board of Directors may be held at such times and at such places as may be determined by the chairman or the President on at least 24 hours notice to each director given by one of the means specified in Section 3.09 hereof other than by mail or on at least three days notice if given by mail. Special meetings shall be called by the chairman or the President in like manner and on like notice on the written request of any two or more directors.

Section 3.07 Telephone Meetings. Board of Directors or Board of Directors committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 3.07 shall constitute presence in person at such meeting.

Section 3.08 Adjourned Meetings. A majority of the directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours notice of any adjourned meeting of the Board of Directors shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of

the means specified in Section 3.09 hereof other than by mail, or at least three days notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 3.09 Notices. Subject to Section 3.06, Section 3.08, and Section 3.10 hereof, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation or these bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, facsimile, e-mail or by other means of electronic transmission.

Section 3.10 Waiver of Notice. Whenever the giving of any notice to directors is required by applicable law, the Certificate of Incorporation or these bylaws, a waiver thereof, given by the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

Section 3.11 Organization. At each meeting of the Board of Directors, the chairman or, in his or her absence, another director selected by the Board of Directors shall preside. The secretary shall act as secretary at each meeting of the Board of Directors. If the secretary is absent from any meeting of the Board of Directors, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the secretary and all assistant secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Section 3.12 Quorum of Directors. The presence of a majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of Directors in attendance may adjourn the meeting to a later date in the manner prescribed by Section 3.08.

Section 3.13 Action by Majority Vote. Except as otherwise expressly required by these bylaws, the Certificate of Incorporation or by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.14 Action without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

Section 3.15 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and

not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III.

ARTICLE IV

OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected annually by the Board of Directors and shall include a president, a treasurer and a secretary. The Board of Directors, in its discretion, may also elect a chairman (who must be a director), one or more vice chairmen (who must be directors) and one or more vice presidents, assistant treasurers, assistant secretaries and other officers. Any individual may be elected to, and may hold, more than one office of the Corporation.

Section 4.02 Term. Each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause by the majority vote of the members of the Board of Directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice of his or her resignation to the president or the secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board of Directors.

Section 4.03 The President. The president shall have general supervision over the business of the Corporation and other duties incident to the office of president, and any other duties as may be from time to time assigned to the president by the Board of Directors and subject to the control of the Board of Directors in each case.

Section 4.04 Vice Presidents. Each vice president shall have such powers and perform such duties as may be assigned to him or her from time to time by the chairman of the Board of Directors or the president.

Section 4.05 The Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the president. The secretary shall keep in safe custody the seal of the Corporation and have authority to affix the seal to all documents requiring it and attest to the same.

Section 4.06 The Treasurer. The treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board of Directors, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as treasurer and of the financial condition of the Corporation.

Section 4.07 Duties of Officers may be Delegated. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the president or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any director.

ARTICLE V INDEMNIFICATION

Section 5.01 Indemnification of Directors.

(a) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, any person (an "**Indemnified Person**") who was or is a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that he, or a person for whom he is a legal representative (or other similar representative), is or was a director of the Corporation, against expenses (including attorneys' fees), judgments, fines, amounts paid in settlement or other similar costs actually and reasonably incurred in connection with such action, suit or proceeding, so long as, such Indemnified Person: (i) conducted himself in good faith; (ii) reasonably believed: (A) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and (B) in all other cases, that his conduct was at least not opposed to its best interest; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 5.01(a).

(b) Without limiting the provisions of Section 5.01(a), the Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defence of any proceeding to which he was a party because he is or was a director of the Corporation against reasonable expenses incurred by him in connection with the proceeding.

Section 5.02 Advancement of Expenses. The Corporation shall, to the fullest extent permitted by applicable law, pay for or reimburse the reasonable expenses (including, but not limited to, attorneys' fees and disbursements, court costs and expert witness fees) incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if: (a) the director furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 5.01(a); (b) the director furnishes the Corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article V. The Corporation shall expeditiously pay the amount of such expenses to the director following the director's delivery to the Corporation of a written request for an advance pursuant to this Section 5.02 together with a reasonable accounting of such expenses. The undertaking required by this Section 5.02 shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 5.03 Indemnification of Officers and Employees. The Board of Directors shall have the power to cause the Corporation to indemnify, hold harmless and advance expenses to any officer or employee of the Corporation to the fullest extent permitted by public policy, by adopting a resolution to that effect identifying such officer, or employee (by position and name) and specifying the particular rights provided, which may be different for each of the persons identified. Any officer or employee granted indemnification by the Board of Directors in accordance with the first sentence of this Section 5.03 shall, to the extent specified herein or by the Board of Directors, be an "Indemnified Person" for the purposes of the provisions of this Article V.

Section 5.04 Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer or employee of the Corporation, or who, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer or employee, whether or not the Corporation would have the power to indemnify him against the same liability under this Article V.

Section 5.05 Nonexclusivity of Rights; Agreements. The rights conferred on any person by this Article V shall neither limit nor be exclusive of any other rights which such person may have or hereafter acquire under any statute, agreement, provision of the Articles, these Bylaws, vote of shareholders or otherwise. The provisions of this Article V shall be deemed to constitute an agreement between the Corporation and each person entitled to indemnification hereunder. In addition to the rights provided in this Article V, the Corporation shall have the power, upon authorization by the Board of Directors, to enter into an agreement or agreements providing to any person who is or was a director, officer or employee of the Corporation certain indemnification rights. Any such agreement between the Corporation and any such director, officer or employee of the Corporation concerning indemnification shall be given full force and effect, to the fullest extent permitted by applicable law, even if it provides rights to such director,

officer or employee more favorable than, or in addition to, those rights provided under this Article V.

Section 5.06 Continuing Benefits; Successors. The indemnification and advancement of expenses provided by or granted pursuant to this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such person. For purposes of this Article V, the term "Corporation" shall include any corporation, joint venture, trust, partnership or unincorporated business association that is the successor to all or substantially all of the business or assets of this Corporation, as a result of merger, consolidation, sale, liquidation or otherwise, and any such successor shall be liable to the persons indemnified under this Article V on the same terms and conditions and to the same extent as this Corporation.

Section 5.07 Interpretation; Construction. This Article V is intended to provide indemnification and advancement of expenses to the directors of the Corporation to the fullest extent permitted by applicable law as it may presently exist or may hereafter be amended and shall be construed in order to accomplish this result. This Article V is also intended to permit, but not require, indemnification and advancement of expenses to the officers and employees of the Corporation to the fullest extent permitted by applicable law as it may presently exist or may hereafter be amended and shall be construed in order to accomplish this result. To the extent that a provision herein prevents the intended effects set forth in the first two sentences of this Section 5.07, such provision shall be of no effect in such situation. If at any time the Act is amended so as to permit broader indemnification rights to the directors, officers or employees of the Corporation, then these Bylaws shall be deemed to automatically incorporate these broader provisions so that these Bylaws shall have the intended effects set forth in the first two sentences of this Section 5.07.

Section 5.08 Amendment. Any amendment to this Article V that limits or otherwise adversely affects the right of indemnification, advancement of expenses or other rights of any Indemnified Person hereunder shall, as to such Indemnified Person, apply only to claims, actions, suits or proceedings based on actions, events or omissions (collectively, "**Post Amendment Events**") occurring after such amendment and after delivery of notice of such amendment to the Indemnified Person so affected. Any Indemnified Person shall, as to any claim, action, suit or proceeding based on actions, events or omissions occurring prior to the date of receipt of such notice, be entitled to the right of indemnification, advancement of expenses and other rights under this Article V to the same extent as if such provisions had continued as part of the Bylaws of the Corporation without such amendment. This Section 5.08 cannot be altered, amended or repealed in a manner effective as to any Indemnified Person (except as to Post Amendment Events) without the prior written consent of such Indemnified Person.

Section 5.09 Severability. Each of the Sections of this Article V, and each of the clauses set forth herein, shall be deemed separate and independent, and should any part of any such Section or clause be declared invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall in no way render invalid or unenforceable any other part thereof or any separate Section or clause of this Article V that is not declared invalid or unenforceable.

ARTICLE VI

STOCK CERTIFICATES AND THEIR TRANSFER

Section 6.01 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the chairman, any vice chairman, the president or any vice president, and by the secretary, any assistant secretary, the treasurer or any assistant treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

Section 6.02 Transfers of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these bylaws and pursuant to any shareholders' agreement. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the president or any vice president or the treasurer of the Corporation, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares.

Section 6.03 Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 6.04 Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate or uncertificated shares.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors. The seal may be used by causing it or a facsimile thereof to

be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the Board of Directors.

Section 7.02 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Section 7.03 Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

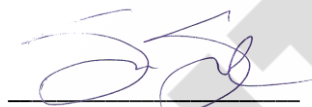
Section 7.04 Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 7.05 Conflict with Applicable Law or Certificate of Incorporation. These bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

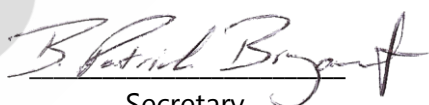
ARTICLE VIII AMENDMENTS

These bylaws may be amended, altered, changed, adopted and repealed or new bylaws adopted by a vote of at least seventy-five percent (75%) of the Board of Directors or by a vote of at least two-thirds of the stockholders present at a properly noticed meeting of stockholders. The stockholders may make additional bylaws and may alter and repeal any bylaws whether such bylaws were originally adopted by them or otherwise.

ADOPTED this **9th** day of **September, 2015**.



President



Secretary

09/13/23

Board Resolution - CEO Actions Not Approved by the Board

This resolution is adopted by unanimous consent of the Board of Directors of Bidr, Inc. that were present at a meeting held at 11 eWall Street and virtually on 09/13/23.

WHEREAS, it has come to the attention of the Board of Directors that certain actions were taken by the Chief Executive Officer, Sam Staley, without the prior approval or knowledge of the Board, which deviated from established corporate procedures and protocols;

WHEREAS, the Board of Directors acknowledges the serious breach of fiduciary duty and corporate governance standards that these actions represent and include:

Two separate transfers of \$250,000 to Hawser Capital for a non-bank investment (total \$500,000 in 2022) in the name of a separate company ("Bidr, LLC") and funds coming from the operating account of Bidr, Inc..

Signing the "Reconciliation Side Letter Agreement" with Hawser Capital on 12/08/2022 with a repayment note in the name of a separate company ("Bidr, LLC"); this matter should have been immediately brought to the Board.

Borrowing funds from the Bidr, Inc. business bank account to a personal bank account for the "Personal Loan" (multiple transfers made).

Approving "Allura Wines Loan" from Bidr, Inc. (\$40,000).

Purchased a Sprinter van, personal vehicle and golf cart with company funds.

Attempted to move bookkeeping / accounting services without Board approval.

Failure to have Board meetings, Stockholder meetings, elect officers, and provide budgets as outlined in the Operating Agreement.

WHEREAS, the CEO, Sam Staley, has expressed regret and taken personal responsibility for these actions;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors supports the following actions to be taken by Sam Staley:

Commit to cooperating fully with the board to ensure there is a duly elected Board with officers and submitted paperwork to the proper authorities within a 15 day period.

Commit to cooperating fully with any necessary oversight or review processes the Board deems necessary to restore trust and ensure the company's best interests are upheld.

Repay all funds borrowed from the company with interest on the "Personal Loan" or take loans as compensation against deferred income by 12/31/2023. Get approval from the Board for all future transfers to personal bank accounts.

Pay back personally or receive payment from the "Allura Wines Loan" within 30 days (\$40,000).

Sprinter van, personal truck and golf cart must be removed from the company and the amount to be included in the "Personal loan".

Confirm in writing to the Board there are no other outstanding commitments or loans attached to Bidr, Inc. not mentioned in this letter.

Confirm in writing to the Board the ownership of Bidr, LLC and that Bidr, Inc. owns all intellectual property associated with the event.gives, text.gives, golf.gives or bidr.co platforms or related platforms.

BE IT FURTHER RESOLVED, that these actions are not inclusive of all actions the Board may choose to take in the future and the Board will continue to gather additional information that may result in additional actions.

BE IT FURTHER RESOLVED, that the Board of Directors recognizes that the CEO's actions have consequences, and the Board reserves the right to take any disciplinary actions or sanctions it deems appropriate based on the circumstances. It is the opinion of the Board that Sam Staley should step down as CEO and stay on with the company as CTO at his current salary.

BE IT FURTHER RESOLVED, that the Board of Directors expresses its expectation that, Sam Staley, will actively work towards rebuilding trust and confidence in their leadership among the employees, shareholders, and all stakeholders of Bidr, Inc.

BE IT FURTHER RESOLVED, that the Board of Directors instructs the future management, when identified, of the company to institute the following:

Hire a corporate attorney to review the Hawser Capital matter and report findings to the Board before 10/13/2023.

Confirm the Board has Directors & Officers Liability Insurance and provide policy information to the Board.

Work with Board and staff to generate "a comprehensive operating budget forecasting the company's revenues, expenses, and cash position on a month-to-month basis for the year" as per the company's operating agreement by 10/01/2022.

All checks or transfers larger than \$5,000 must be approved by two people including the members of the Board.

Eric Bowman - 13 Sept 2023 - 1703timestamp

Eric Bowman
Board Member of Bidr, Inc.



Patrick Bryant
Secretary of the Board of Bidr, Inc.

EXHIBIT C

HAWSER CAPITAL OPPORTUNITY

TRADING FUND, LP

RECONCILIATION SIDE LETTER

AGREEMENT

E-Signed by Sam Staley Feb 2, 2023

HAWSER CAPITAL OPPORTUNITY TRADING FUND, LP RECONCILIATION SIDE LETTER AGREEMENT

THIS SIDE LETTER AGREEMENT (the "**Agreement**") is entered into as of December 8, 2022 (the "**Effective Date**"), by and among BIDR, LLC (the "**Investor**") in Hawser Capital Opportunity Trading Fund, L.P., a South Carolina limited partnership (the "**Partnership**"), pursuant to Section 2.11 of the Limited Partnership Agreement of the Partnership dated as of May 25, 2020 (as amended, restated, waived, supplemented or otherwise modified from time to time, the "**Partnership Agreement**") and the Subscription Agreement among the Partnership, Hawser Capital Partners, LLC (the "**General Partner**") and the Investor dated on or about the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Partnership Agreement. Section references herein shall, unless otherwise provided, refer to sections in the Limited Partnership Agreement.

WITNESSETH:

WHEREAS, the General Partner reserves the right to make in whole or in part capital contributions from its own capital account to those capital accounts of the Investor for any losses incurred in the Investor capital accounts.

NOW THEREFORE, in consideration of the covenants and the mutual promises hereinafter set forth, the parties, intending to be legally bound hereby, mutually agree as follows:

AGREEMENTS

Reconciliation of Capital Losses.

Hawser Capital Partners, LLC (the "**General Partner**") will subordinate no less than eighty percent (80.00%) of all future management fees and performance allocation fees received by the General Partner until the sum of \$519,712.70 USD has been restored to the capital account for BIDR, LLC.

Capital Accounts.

A separate account will be established with Charles Schwab (the "**Custodian**") where each Investor will be granted the ability to view all transactions. Each capital account holder will receive quarterly statements direct from the Custodian.

Restriction.

Notwithstanding, each capital account shall be maintained in cash or in an interest-bearing money market instrument. Each capital account is prohibited from making any trades, investments, or activity outside of cash instruments and shall in no way be leveraged, borrowed against, or pledged in any capacity without the written consent of the capital account holder.

Distributions.

The Investor may at any time request a partial or full redemption of its capital account balance. Distributions of cash balances may be requested in writing at any time and will be processed the following business day.

Taxation.

Each capital account receiving deposits from the override of management fees and performance Allocation shall be treated as capital gains and reported annually on a K-1 to each capital account owner.

General.

Binding Effect. This side letter is binding and enforceable against the Partnership, the General Partner and the Investor, notwithstanding any contrary provisions in the Limited Partnership Agreement or the Investor's Subscription Agreement, and in the event of a conflict between the provisions of this side letter and the Limited Partnership Agreement or the Investor's Subscription Agreement, the provisions of this side letter shall control. The rights and obligations under this side letter are not assignable by any of the parties without the consent of the other parties. The benefits of this side letter shall (i) be suspended if and for so long as the General Partner designates the Investor as a Defaulting Limited Partner in accordance with the Partnership Agreement and (ii) terminate if the Investor has transferred its entire Interest in the Partnership (other than to an Affiliate).

Severability. If any provision of this side letter is found to be illegal or unenforceable, then the provision will be deemed deleted and this side letter will be construed as though the provision was not contained herein and the remainder of this side letter will remain in full force and effect.


Counterparts. This side letter may be executed in counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

Amendments. This side letter may be amended at any time only by agreement by the Investor and the General Partner in writing.

Assignment. The Investor may not transfer or assign this side letter or any right or obligation hereunder to any person without the prior written consent of the General Partner. The General Partnership may provide copies of this side letter to other investors and potential investors in the Partnership and any Parallel Investment Vehicle. If the foregoing is agreeable to you, please signify your acceptance by executing this side letter in the space provided below and returning an executed copy to the undersigned. The terms of this side letter shall become effective upon execution, delivery and acceptance of the Subscription Agreement relating to the Partnership and the Partnership Agreement by the Investor and the General Partner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

LIMITED PARTNER
BIDR, LLC


Sam Staley (Feb 2, 2023 11:29 EST)
Signature

HAWSER CAPITAL OPPORTUNITY TRADING FUND, LP
By: HAWSER CAPITAL PARTNERS, LLC;
General Partner


By: John Harman, Managing Member






HCOT Fund LP Reconciliation Side Letter (BIDR LLC)

Final Audit Report

2023-02-02

Created:	2023-02-02
By:	John Harman (john@hawsercapital.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1v3qOL5SEhHb4X2NsfZUTTPK-LOOa75f

"HCOT Fund LP Reconciliation Side Letter (BIDR LLC)" History

-  Document created by John Harman (john@hawsercapital.com)
2023-02-02 - 1:58:30 PM GMT- IP address: 71.226.172.111
-  Document emailed to Sam Staley (sam@codeandtrust.com) for signature
2023-02-02 - 1:58:53 PM GMT
-  Email viewed by Sam Staley (sam@codeandtrust.com)
2023-02-02 - 4:28:58 PM GMT- IP address: 74.125.210.32
-  Document e-signed by Sam Staley (sam@codeandtrust.com)
Signature Date: 2023-02-02 - 4:29:10 PM GMT - Time Source: server- IP address: 76.26.194.25
-  Agreement completed.
2023-02-02 - 4:29:10 PM GMT

September 18, 2023

To: Bidr, Inc. and all Shareholders

From: Sam Staley
President and Chief Executive Officer

Subject: Stockholder Written Consent Action

I am writing to advise you that effective September 18, 2023, Patrick Bryant is no longer on the Corporation's board of directors. He has been replaced by William (Bill") Tuorto. This action was necessitated as a result of Patrick Bryant and Eric Bowman's attempt to take control of the Corporation and replace me as the CEO and Chairman of the Board. Eric Bowman has never been a director of the Corporation, but recently started holding himself out as one. Their actions were based on false accusations of wrongdoing on my part in an effort to wrestle control of the Corporation.

I have reviewed their claims with counsel and have been advised that the actions taken were in the best interest of the corporation and the claims are baseless.

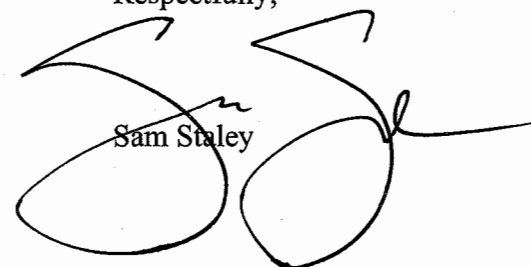
Since inception in 2015, the Corporation has a proven track record of growth and profitable operations. Our projected income for 2023 is \$2.5 million and the projected income for 2024 is \$8 to \$12 million. With my leadership we have effectively doubled revenue annually, and in 2023 we will have increased revenue by approximately 35% from the prior year. Since 2019 growth has been 601.5%. 2024 is poised to be a banner year in the life of Bidr, Inc. with growth projected to be 220 to 340%.

The addition of William ("Bill") Tuorto will bring a whole new level of business knowledge and experience to Bidr, Inc. Bill's background includes service as a mergers and acquisitions attorney, service as general counsel and taking three companies public.

Our collective experience, knowledge and past success will ensure that the Corporation is properly positioned to continue growth and success. I am excited for the leadership that this new Board will bring to the Corporation. Bill and I will select a third qualified board member in the very near future.

In conjunction with this change in the Board of Directors we will also be transitioning to a new, independent accounting and bookkeeping firm.

Respectfully,


Sam Staley

TO: BIDR, INC. AND ALL STOCKHOLDERS

FROM: SAM STALEY

DATE: SEPTEMBER 18, 2023

STOCKHOLDER WRITTEN CONSENT ACTION

THIS SHAREHOLDER WRITTEN CONSENT ACTION (“Consent Action”) is made as of the 18th day of September 2023, by the majority of stockholders of Bidr, Inc., a Delaware C-Corporation (“Bidr”) and pursuant to those relevant portions of the Delaware Code, governing corporations organized and existing under the laws of the state of Delaware (the “Delaware Code”), Bidr’s Articles of Incorporation (“Articles”), and the Bylaws of Bidr, Inc. (“Bylaws”).

AUTHORITY OF STOCKHOLDER’S ACTION

Bidr is a C-Corporation organized and existing under the laws of Delaware, thereby subject to the Delaware Code;

Pursuant to Delaware Code, Title 8, Chapter 1, Subchapter IV at Section §141 (k), Bidr’s stockholders may remove any director, with or without cause, by the holders of a majority of Bidr’s shares;

Pursuant to the Delaware Code, Title 8, Chapter 1, Subchapter VII at Section §228 (a), Bidr’s stockholders may take action that would otherwise require an annual or special meeting of Bidr’s stockholders, without an annual or special stockholder meeting, without prior notice, and without conducting a vote amongst the stockholders, if a consent setting forth the action so desired to be taken is signed by the holders of outstanding stock having not less than the minimum number of votes necessary to authorize such action at a meeting at which all shares entitled to vote thereon were present;

Pursuant to Section 2.10 of Bidr’s Bylaws, Bidr’s stockholders may take any action otherwise required to be taken following an annual or special meeting of the stockholders, without said meeting, without prior notice, and without prior vote, if a written consent setting forth the action to be so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize such action at a meeting which all shares entitled to vote thereon were present and voted; and

This Consent Action is taken and made pursuant to the above authority.

PREFACE TO THE PRESENT STOCKHOLDER CONSENT ACTION

Sam Staley (“Staley”) is the Chief Executive Officer (“CEO”) of Bidr and a stockholder in Bidr, holding a total of 63,000 of Bidr’s 110,291 outstanding shares.

Harbor is a stockholder in Bidr, holding a total of 291 of Bidr's 110,291 outstanding shares.

Alps Angle Investments LLC ("Alps") is a stockholder in Bidr, holding a total of 5,000 Bidr's 110,291 outstanding shares.

Srs A Option Pool Expansion ("Option Pool") was created for the purpose of reserving a portion of Bidr's shares for future use at a date and purpose to be defined later by Bidr's shareholders and directors. The Option Pool contains 10,000 of Bidr's 110,291 outstanding shares.

Patrick Bryant ("Bryant") is a former employee, member of Bidr's board of directors, and stockholder in Bidr holding a total of 27,000 of Bidr's 110,291 outstanding shares.

Eric Bowman ("Bowman") is a stockholder in Bidr, holding a total of 5,000 of Bidr's 110,291 outstanding shares. Bowman has also attempted to claim or otherwise hold himself out to be a member of Bidr's board of directors. However, Bowman is not a director, has never been elected as a director and has never been recognized as a director.

Those shareholders controlling a majority of Bidr's 110,291 outstanding shares may remove a director, without holding a meeting, without providing notice, and without a vote of the stockholders pursuant to those certain portions of the Delaware Code and Bidr's Bylaws above.

Staley, in his capacity as a stockholder in Bidr and the holder of a total of 63,000 of Bidr's 110,291 outstanding shares hereby takes the below action pursuant to those certain portions of the Delaware Code and Bidr's Bylaws above.

ACTION SUBJECT TO THE PRESENT STOCKHOLDER CONSENT ACTION

As of the date of this Consent Action and pursuant to Delaware Code, Title 8, Chapter 1, Subchapter IV at Section §141 (k), Bryant is hereby removed from Bidr's board of directors with cause and to the extent that Bowman is a director (which is denied), Bowman is likewise removed from Bidr's board of directors with cause.

Bryant is collectively removed from Bidr's board of directors with cause pursuant to the Delaware Code, Title 8, Chapter 1, Subchapter VII at Section §228 (a) and Section 2.10 of Bidr's Bylaws by way of Staley and in Staley's capacity and authority as a stockholder in Bidr and the holder of a total of 63,000 of Bidr's 110,291 outstanding shares.

Bowman is not a director but claims to be a director or has attempted to hold himself out as a director. To the extent that Bowman is a member of Bidr's board of directors, he is collectively removed from Bidr's board of directors with cause pursuant to the Delaware Code, Title 8, Chapter 1, Subchapter VII at Section §228 (a) and Section 2.10 of Bidr's Bylaws by way of Staley and in Staley's capacity and authority as a stockholder in Bidr and the holder of a total of 63,000 of Bidr's 110,291 outstanding shares.

The grounds for the cause include, without limitation:

1. The failure to act in the best interests of the corporation;
2. The recognition of a shareholder as a purported member of the board of directors who is not a member of the board of directors for ulterior purposes; and
3. Threatening and bullying behavior for ulterior purposes.

Given the forgoing authority and in Staley's capacity as a stockholder in Bidr and the holder of a total of 63,000 of Bidr's 110,291 outstanding shares, no annual or special meeting of Bidr's stockholders is required, no notice of an annual or special meeting is required, and likewise, no vote amongst Bidr's stockholders is required.

Staley, in his capacity as the sole remaining member of Bidr's board of directors, will appoint members to the board of directors to fill the vacancy under Sections 3.03 and 3.14 of Bidr's bylaws, by a written consent of the Board of Directors.

Hollis Beacham, an employee of an entity controlled by Patrick Bryant, must immediately finalize and transfer all accounting and bookkeeping functions of Bidr, Inc. to the independent firm Metric Tax & Consulting based in Mt. Pleasant, South Carolina, and cooperate with the transition.

This concludes the event of action taken by Bidr's majority stockholders as of today's date and subject to the present Consent Action.

By: Sam Staley

Date: September 18, 2023

Signed: 

From: [Patrick Bryant](#)
To: [William Tuorto](#); [Alicia Aloe](#)
Cc: [Sam Staley](#); [eric bowman](#); [Barrett Brewer](#)
Subject: Re: Notice of Special Board Meeting
Date: Monday, February 3, 2025 5:52:53 PM

Patrick Bryant
665 Johnnie Dodds Blvd
Suite 201,
Mount Pleasant, SC 29464
1@gototeam.com

February 3, 2025
Board of Directors BIDR, Inc.
Subject: Response to Special Board Meeting Notice

Dear Board Members,

I recognize the board's efforts in addressing these complex legal and governance issues and appreciate the opportunity for discussion at the special board meeting scheduled for February 5, 2025. While I understand the need for discussion, I want to clarify a few critical points before any action is taken.

The proposed committee raises fairness and transparency concerns, particularly as Sam Staley, personally named in these lawsuits, is included while I am excluded due to my involvement with the plaintiff companies. If my participation presents a conflict, Sam's direct management of BIDR's legal response is an even greater conflict, given his personal liability. Objective governance requires decisions free from undue influence by personally implicated individuals.

BIDR's bylaws (Section 3.15) allow board discretion in forming committees but emphasize the importance of preventing conflicts of interest. Would it be unreasonable to suggest that a director personally named in litigation should not oversee the company's legal response? Allowing a director personally liable in ongoing litigation to serve on this committee directly contradicts this.

BIDR's bylaws (Section 2.03) require special meetings to address only specified matters. The committee's authority, scope, and membership—especially whether conflicted directors should participate—must be on the agenda for a board vote.

BIDR's 2024 annual shareholders' meeting, required under Section 2.02, was never held, leaving shareholders without an opportunity to fulfill their governance rights. Given the board's commitment to good governance, wouldn't it be in the company's best interest to promptly schedule this overdue meeting?

To avoid potential conflicts and ensure clarity, wouldn't it make sense for BIDR's legal representation to be entirely separate from Staley's personal counsel? The company's counsel should represent only BIDR, and corporate funds should not cover Staley's personal legal expenses. All legal expenditures must be properly documented and disclosed to the board.

Action Requested:

To ensure fairness and transparency, I formally request the following items be added to the agenda of the special meeting for a board vote:

1. A vote to exclude Sam Staley from the proposed committee given his direct personal involvement in the lawsuits.
2. A vote instructing the committee to report back its findings, actions, and any use of the company's financial assets to the full board.
3. A vote instructing the committee to ensure that company funds and assets are not spent on Sam Staley's personal legal defense and to separate legal representation for the company and Staley

personally.

4. A vote instructing the committee of its fiduciary responsibility to all shareholders to ensure that ethics, transparency, and proper governance of the company are taken into account regarding all parties.
5. A vote to determine the date, time, and place for the overdue annual shareholders' meeting, ensuring compliance with BIDR's bylaws and corporate governance obligations.
6. A review of the 2024 financials, including the Profit & Loss Statement and balance sheet, to provide clarity on the company's ability to allocate resources effectively to these issues. Since no board meeting or annual shareholders meeting has been held since October. ** These financial statements should be sent to the board prior to the special meeting for review.**

I look forward to a response that acknowledges these concerns and presents a pathway forward that get us to a fast resolution for all parties.

Sincerely,

Patrick Bryant
Director, BIDR, Inc.

Patrick Bryant *Partner*,
[Workforce Wave](#) | [Media Content Services](#) | [CODE/+/TRUST](#)
[Event.gives](#) | [Shine Papers](#) | [Teamphoria](#)



On Mon, Feb 3, 2025 at 11:03 AM Kate Montgomery <kate@event.gives> wrote:

Hello all,

Please see attached invite for special board meeting on Wednesday. I will be sending the invite link via email as well.

Thank you,



KATE MONTGOMERY

Director of Operations & Strategy

866.607.1051 x 125

[Book a call with me](#)

[Kate@event.gives](mailto:kate@event.gives)



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From: [Patrick Bryant](#)
To: [Kate Montgomery](#); [Sam Staley](#); [Barrett Brewer](#); [Eric Bowman](#); amira.ouji@revolution.com
Subject: Re: 2024 Investor Meeting Agenda
Date: Thursday, March 27, 2025 2:28:56 PM

I was very disappointed by the shareholders meeting. None of the items that were addressed in the email were added to the agenda and the CEO ran out of time with only a 30-minute meeting and was unable to go into any of those details. However, I still would like a copy of the recording of the meeting, the meeting minutes, and all of the items that the CEO agreed to follow up with within the next 5 days.

Please respond to this email if you're unable to get it accomplished within 5 days otherwise I believe the shareholders can agree that that is a reasonable timeline.

Most importantly, as we discussed on the call, the CEOs compensation at 20% of the total gross revenue or \$300,000 per year is completely inappropriate and a detailed accounting of that should be provided to all shareholders.

From a fiduciary standpoint looking at the balance sheet and seeing that the trust account is below the amount of money owed to non-profits, we need a full audit of the trust account. As I've stated many times before I believe that account holding money for the nonprofits should be completely separated and not even on the balance sheet to maintain complete separation.

PB

On Tue, Mar 25, 2025, 6:42 PM Patrick Bryant <pb@gototeam.com> wrote:

As a concerned shareholder, I propose adding the following critical matters for immediate discussion and action at our upcoming shareholders meeting on March 26th. These issues pertain to significant financial mismanagement and misconduct by CEO Sam Staley, necessitating immediate shareholder oversight and resolution.

1. Misappropriation of Government PPP/EIDL Funds (2020-2021) BIDR received government assistance totaling \$453,978:

- May 14, 2020: \$410,600 EIDL loan, \$3,000 EIDL grant
- May 18, 2020: \$10,813 PPP loan
- February 26, 2021: \$29,565 PPP loan

Immediately following these loans, unauthorized transfers for personal benefit occurred, including:

- March 4 and March 22, 2021: \$377,000 for personal home down payments
- December 14, 2021: \$174,943 for Sprinter van
- June 30, 2022: \$11,979.06 for golf cart
- September 12, 2022: \$83,283 for personal truck
- Staley's personal investments including the Allura Wines loan (\$50,000) and equity he personally holds in tech companies including Blink TBI (\$25,000) and CAC (\$10,000)
- Additional unauthorized cash transfers for total misappropriation of funds amounting to \$1,306,488.91 (2021-2023)
- Current and ongoing transfers to his personal account and personal expenses paid for out of the business banking account.

These transfers violate federal regulations and civil statutes regarding fiduciary duty, unjust enrichment, corporate waste, and fraud. The misuse of SBA EIDL and PPP funds by Staley likely violates multiple federal and state laws. Under the False Claims Act (31 U.S.C. §§ 3729-3733), knowingly misrepresenting the

intended use of government relief funds or using those funds for unauthorized personal expenditures constitutes fraud and carries civil penalties up to three times the amount of damages sustained by the government. Additionally, 18 U.S.C. § 1014 prohibits making false statements to the SBA or any financial institution in connection with obtaining government-backed loans, which can result in criminal charges and significant fines. Misuse of PPP or EIDL funds for personal gain could also be prosecuted under 18 U.S.C. § 1343 (wire fraud) and 18 U.S.C. § 1341 (mail fraud), each carrying potential prison sentences of up to 20 years. In South Carolina, Staley's actions could also constitute breach of trust with fraudulent intent (S.C. Code § 16-13-230), which criminalizes misappropriation of funds entrusted to a fiduciary and carries felony charges for amounts exceeding \$10,000. The failure to properly classify and report deferred compensation and personal loans to avoid taxes may also violate 26 U.S.C. § 7201 (tax evasion), a federal felony offense punishable by fines and imprisonment. Given the scale and pattern of these financial misrepresentations, the company and its shareholders should immediately consider both civil and criminal legal actions to recover misappropriated funds and ensure compliance with state and federal regulations.

2. Unauthorized Investments and Failed Recovery

- Staley authorized a \$500,000 investment to Hawser Capital without board approval, fraudulently signing on behalf of "Bidr, LLC" to conceal actions.
- Staley concealed the loss of the investment from the board and signed a side letter agreement acknowledging the lost investment as a debt without consulting the board or legal counsel. This action eliminated the company's rights to criminal and certain civil actions.
- Failed to recover the amount owed by Hawser Capital under the promissory note as no payments were made, now requiring immediate legal action to protect company rights before the statute of limitations expires.

These actions demonstrate significant breaches of fiduciary responsibility, negligence, and fraudulent intent.

3. Media Content Services Lawsuit (2023)

- Staley maliciously retained control of the Media Content Services website, resulting in a website outage and instructing an employee to send an extortionate email demanding payment.
- Resulting potential liability: \$100,000 plus attorney fees.

4. Deferred Compensation and Criminal Tax Fraud

Staley holds deferred compensation exceeding \$300,000 while personal loans exceed \$600,000. Improper accrual of interest and lack of repayment indicate intentional tax fraud and deliberate misclassification, risking IRS penalties.

5. Code and Trust Developer Mismanagement

Staley authorized over \$251,382.24 in unpaid developer invoices through Code and Trust while serving dual roles, leading to a lawsuit against BIDR and incurring additional attorney fees.

6. Loss of American Heart Association Contract

Under Staley's oversight, a coding error caused the loss of a significant client contract valued at \$1,000,000 annually, potentially totaling \$3,000,000 in lost revenue.

7. Obstruction of Company Operations

Staley continues to retain critical server files and controls the Apple Software Development Account, disrupting operations for Code+/Trust and increasing liability risks for BIDR.

8. Conflict of Interest in Legal Representation

Staley is using the same law firm for lawsuits both for his personal and BIDR's lawsuit. This presents a conflict of interest and creates unnecessary risks for BIDR. It would be in BIDR's best interest to separate legal representation and negotiate with the companies independently to come to a resolution as quickly as possible.

9. Fiduciary Liability of Board Members

- Board members, including William Tuorto and any future appointees, have a fiduciary duty to act in the best interest of BIDR and its shareholders.
- By failing to take action on the misappropriation of funds, unauthorized investments, and legal conflicts outlined above, the board may be personally liable for breaches of fiduciary duty, corporate waste, and failure to exercise due care.
- The board's continued inaction increases exposure to shareholder derivative lawsuits and potential legal consequences.
- Shareholders must vote to mandate immediate corrective measures, ensuring that board members fulfill their obligations to protect the company's assets and uphold governance standards.

Requested Actions for Shareholder Vote:

- Immediate transparency and recovery actions for misappropriated funds. Provide shareholders with all relevant bank statements, credit card statements, and any other financial information to correctly audit expenses of the company.
- Engagement of independent legal counsel to address unauthorized investments, recover lost funds and to pursue any necessary legal action.
- Thorough investigation into actions resulting in lawsuits and financial losses.
- Corrective action for tax compliance and immediate repayment of misclassified funds.
- Audit and corrective measures to prevent further mismanagement and operational obstruction.
- Immediate separation of legal representation for BIDR and Staley's personal legal matters.

We must act collectively and decisively to address these severe breaches of trust and financial misconduct to safeguard BIDR's future.

Thank you for your attention and cooperation.

Respectfully,

Patrick Bryant

On Wed, Mar 19, 2025 at 4:25 PM Kate Montgomery <kate@event.gives> wrote:
Hello,

Please see attached agenda and financials.

Thank you,



KATE MONTGOMERY

Director of Operations & Strategy

[Book a call with me](#)

[Kate@event.gives](mailto:kate@event.gives)



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[Check out our website for helpful resources & videos!](#)

From: [Patrick Bryant](#)
To: [Kate Montgomery](#); [Sam Staley](#); [Barrett Brewer](#); [Eric Bowman](#); [amira.ouji@revolution.com](#)
Subject: Re: 2024 Investor Meeting Agenda
Date: Thursday, March 27, 2025 2:28:56 PM

I was very disappointed by the shareholders meeting. None of the items that were addressed in the email were added to the agenda and the CEO ran out of time with only a 30-minute meeting and was unable to go into any of those details. However, I still would like a copy of the recording of the meeting, the meeting minutes, and all of the items that the CEO agreed to follow up with within the next 5 days.

Please respond to this email if you're unable to get it accomplished within 5 days otherwise I believe the shareholders can agree that that is a reasonable timeline.

Most importantly, as we discussed on the call, the CEOs compensation at 20% of the total gross revenue or \$300,000 per year is completely inappropriate and a detailed accounting of that should be provided to all shareholders.

From a fiduciary standpoint looking at the balance sheet and seeing that the trust account is below the amount of money owed to non-profits, we need a full audit of the trust account. As I've stated many times before I believe that account holding money for the nonprofits should be completely separated and not even on the balance sheet to maintain complete separation.

PB

On Tue, Mar 25, 2025, 6:42 PM Patrick Bryant <pb@gototeam.com> wrote:

As a concerned shareholder, I propose adding the following critical matters for immediate discussion and action at our upcoming shareholders meeting on March 26th. These issues pertain to significant financial mismanagement and misconduct by CEO Sam Staley, necessitating immediate shareholder oversight and resolution.

1. Misappropriation of Government PPP/EIDL Funds (2020-2021) BIDR received government assistance totaling \$453,978:

- May 14, 2020: \$410,600 EIDL loan, \$3,000 EIDL grant
- May 18, 2020: \$10,813 PPP loan
- February 26, 2021: \$29,565 PPP loan

Immediately following these loans, unauthorized transfers for personal benefit occurred, including:

- March 4 and March 22, 2021: \$377,000 for personal home down payments
- December 14, 2021: \$174,943 for Sprinter van
- June 30, 2022: \$11,979.06 for golf cart
- September 12, 2022: \$83,283 for personal truck
- Staley's personal investments including the Allura Wines loan (\$50,000) and equity he personally holds in tech companies including Blink TBI (\$25,000) and CAC (\$10,000)
- Additional unauthorized cash transfers for total misappropriation of funds amounting to \$1,306,488.91 (2021-2023)
- Current and ongoing transfers to his personal account and personal expenses paid for out of the business banking account.

These transfers violate federal regulations and civil statutes regarding fiduciary duty, unjust enrichment, corporate waste, and fraud. The misuse of SBA EIDL and PPP funds by Staley likely violates multiple federal and state laws. Under the False Claims Act (31 U.S.C. §§ 3729-3733), knowingly misrepresenting the

intended use of government relief funds or using those funds for unauthorized personal expenditures constitutes fraud and carries civil penalties up to three times the amount of damages sustained by the government. Additionally, 18 U.S.C. § 1014 prohibits making false statements to the SBA or any financial institution in connection with obtaining government-backed loans, which can result in criminal charges and significant fines. Misuse of PPP or EIDL funds for personal gain could also be prosecuted under 18 U.S.C. § 1343 (wire fraud) and 18 U.S.C. § 1341 (mail fraud), each carrying potential prison sentences of up to 20 years. In South Carolina, Staley's actions could also constitute breach of trust with fraudulent intent (S.C. Code § 16-13-230), which criminalizes misappropriation of funds entrusted to a fiduciary and carries felony charges for amounts exceeding \$10,000. The failure to properly classify and report deferred compensation and personal loans to avoid taxes may also violate 26 U.S.C. § 7201 (tax evasion), a federal felony offense punishable by fines and imprisonment. Given the scale and pattern of these financial misrepresentations, the company and its shareholders should immediately consider both civil and criminal legal actions to recover misappropriated funds and ensure compliance with state and federal regulations.

2. Unauthorized Investments and Failed Recovery

- Staley authorized a \$500,000 investment to Hawser Capital without board approval, fraudulently signing on behalf of "Bidr, LLC" to conceal actions.
- Staley concealed the loss of the investment from the board and signed a side letter agreement acknowledging the lost investment as a debt without consulting the board or legal counsel. This action eliminated the company's rights to criminal and certain civil actions.
- Failed to recover the amount owed by Hawser Capital under the promissory note as no payments were made, now requiring immediate legal action to protect company rights before the statute of limitations expires.

These actions demonstrate significant breaches of fiduciary responsibility, negligence, and fraudulent intent.

3. Media Content Services Lawsuit (2023)

- Staley maliciously retained control of the Media Content Services website, resulting in a website outage and instructing an employee to send an extortionate email demanding payment.
- Resulting potential liability: \$100,000 plus attorney fees.

4. Deferred Compensation and Criminal Tax Fraud

Staley holds deferred compensation exceeding \$300,000 while personal loans exceed \$600,000. Improper accrual of interest and lack of repayment indicate intentional tax fraud and deliberate misclassification, risking IRS penalties.

5. Code and Trust Developer Mismanagement

Staley authorized over \$251,382.24 in unpaid developer invoices through Code and Trust while serving dual roles, leading to a lawsuit against BIDR and incurring additional attorney fees.

6. Loss of American Heart Association Contract

Under Staley's oversight, a coding error caused the loss of a significant client contract valued at \$1,000,000 annually, potentially totaling \$3,000,000 in lost revenue.

7. Obstruction of Company Operations

Staley continues to retain critical server files and controls the Apple Software Development Account, disrupting operations for Code+/Trust and increasing liability risks for BIDR.

8. Conflict of Interest in Legal Representation

Staley is using the same law firm for lawsuits both for his personal and BIDR's lawsuit. This presents a conflict of interest and creates unnecessary risks for BIDR. It would be in BIDR's best interest to separate legal representation and negotiate with the companies independently to come to a resolution as quickly as possible.

9. Fiduciary Liability of Board Members

- Board members, including William Tuorto and any future appointees, have a fiduciary duty to act in the best interest of BIDR and its shareholders.
- By failing to take action on the misappropriation of funds, unauthorized investments, and legal conflicts outlined above, the board may be personally liable for breaches of fiduciary duty, corporate waste, and failure to exercise due care.
- The board's continued inaction increases exposure to shareholder derivative lawsuits and potential legal consequences.
- Shareholders must vote to mandate immediate corrective measures, ensuring that board members fulfill their obligations to protect the company's assets and uphold governance standards.

Requested Actions for Shareholder Vote:

- Immediate transparency and recovery actions for misappropriated funds. Provide shareholders with all relevant bank statements, credit card statements, and any other financial information to correctly audit expenses of the company.
- Engagement of independent legal counsel to address unauthorized investments, recover lost funds and to pursue any necessary legal action.
- Thorough investigation into actions resulting in lawsuits and financial losses.
- Corrective action for tax compliance and immediate repayment of misclassified funds.
- Audit and corrective measures to prevent further mismanagement and operational obstruction.
- Immediate separation of legal representation for BIDR and Staley's personal legal matters.

We must act collectively and decisively to address these severe breaches of trust and financial misconduct to safeguard BIDR's future.

Thank you for your attention and cooperation.

Respectfully,

Patrick Bryant

On Wed, Mar 19, 2025 at 4:25 PM Kate Montgomery <kate@event.gives> wrote:
Hello,

Please see attached agenda and financials.

Thank you,



KATE MONTGOMERY

Director of Operations & Strategy

[Book a call with me](#)

[Kate@event.gives](mailto:kate@event.gives)



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