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IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

CLUB 37, LLC, individually and derivatively on behalf of CREATIVE MODULAR CONSTRUCTION, LLC	)	
Plaintiffs,	)	Case No.
vs.	)	
LEE LOVEALL and LEANNA LOVEALL	)	Verified Petition for Judicial Dissolution | Breach of Duty of Good Faith | Breach of Operating Agreement | Conversion | Fraudulent Misrepresentation | Unjust Enrichment | Injunction
Defendants.	)	

PLAINTIFFS' VERIFIED PETITION

Plaintiffs Club 37, LLC ("Club 37"), individually and derivatively on behalf of Creative Modular Construction, LLC ("CMC") (collectively "Plaintiffs") state as follows for their Verified Petition against Defendants Lee Loveall ("Lee") and Leanna Loveall ("Leanna" and collectively "Defendants").

INTRODUCTION

1. Plaintiffs bring direct and derivative claims arising from a pervasive pattern of gross mismanagement, self-dealing, conversion, and fraud by Defendants Lee and Leanna Loveall in the operation of Creative Modular Construction, LLC ("CMC"). Defendants' disregard for company governance and the CMC Operating Agreement requires disassociation of Mr. Loveall, damages, and all available equitable relief.

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PARTIES

2. Plaintiff Club 37, LLC ("Club 37") is a Delaware limited liability company owned by Ron and Lisa Crume, with its principal place of business in Benton County, Arkansas. Club 37 is a 50% member of CMC. Ron Crume and Lisa Crume are individuals residing in Benton County, Arkansas and the owners of Club 37.

3. Creative Modular Construction, LLC d/b/a CMC, LLC ("CMC") is a Missouri limited liability company with its principal office at 2821 W. Chestnut Expressway, Springfield, Missouri 65802.

4. Defendant Lee Loveall ("Lee") is an individual residing in Greene County, Missouri, and is a 50% member and former manager of CMC.

5. Defendant Leanna Loveall ("Leanna") is an individual residing in Greene County, Missouri, the spouse of Lee Loveall, and a former employee of CMC.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under §§ 478.070 and 508.010, RSMo., as the amount in controversy exceeds $25,000 and the acts and omissions giving rise to this action occurred in Greene County.

7. Venue is proper in Greene County, Missouri, under § 508.010 because CMC's principal office is located in Greene County and Defendants reside and conduct business therein.

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BACKGROUND

A. Formation and Structure of CMC

8. CMC is a commercial modular construction company and the dominant approved modular building manufacturer for the 7Brew Coffee chain.

9. CMC was organized in March 2021 by Club 37 and Lee Loveall as a Missouri LLC to serve as the exclusive modular building manufacturer for the 7Brew Coffee chain.

10. CMC is governed by Missouri statute and its Operating Agreement. A true and correct copy of the CMC Operating Agreement (the "Operating Agreement") is attached hereto as **Exhibit A**.

11. The Operating Agreement is a valid and enforceable contract. It requires key company actions, including management decisions and financial transactions outside the ordinary course to be approved by a majority in interest of the members.

12. Club 37 provided all required capital contributions at formation and additional tranches of funding under § 6.2 of the Operating Agreement.

13. To date, Club 37 has fulfilled all capital contributions, followed governance procedures and is not in breach of the Operating Agreement.

14. Because of their positions as an officers, employees, directors and/or fiduciaries of CMC, and because of their ability to control the business and corporate affairs of the Company, Defendants owed CMC and its members, including Club 37, fiduciary obligations of good faith, loyalty and candor, and were and are required to use their utmost ability to control and manage CMC in a fair, just, honest and equitable manner.

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15. At all relevant times, Defendants were and are required to act in furtherance of the best interests of CMC and its shareholders and not in furtherance of their own personal benefit.

B. Defendants' Pattern of Self-Dealing and Financial Misconduct

16. Upon CMC's founding, bank accounts and lines of credit were opened on behalf of CMC, with authorized signatories including Ron Crume and Lee Loveall, and, at various times, Lisa Crume and others.

17. On multiple occasions, Defendants withdrew funds from CMC bank accounts and converted those funds to their own use and/or utilized CMC's lines of credit for their own benefit, including:

a. Multiple company checks and cash withdrawals to Lee Loveall;

b. Multiple company checks and cash withdrawals to Leanna Loveall;

c. Using CMC funds to buy a truck for their son, Clay Loveall, as a "loan";

d. Charging multiple family trips to Hawaii and elsewhere as business expenses;

e. Writing checks to other companies, including Architectural Design Concepts, ADC LLC, without legitimate business justification.

f. Defendants further co-mingled company funds for personal use and with accounts of other companies under their control.

g. Lee Loveall requested and received a large CMC distribution, which was approved only on the condition that it be used as a capital contribution in

a building project. Lee Loveall breached this agreement and instead kept the funds.

18. Upon information and belief, Defendants have diverted over $2 million from CMC for their own personal use and/or for use in their other business enterprises.

19. Defendants' breaches have at times left CMC without funds in company accounts, requiring Club 37 to make additional contributions to keep CMC operational.

20. In addition, Defendants' son, Lance Loveall, an employee in CMC's IT Department, has refused to provide access to CMC IT systems and backups without Lee Loveall's agreement, further obstructing discovery of the full extent of losses.

21. Defendants have failed to provide full access to CMC financial backups on all software platforms used and QuickBooks, preventing a complete forensic accounting. A true and correct copy of the Scope of Work from Forvis Mazars, titled "Data Request List" is attached as **Exhibit B**.

22. Calibrate Accounting reviewed some of Defendants' unauthorized financial activity and confirmed multiple instances of the above bad acts from only the limited information available. A true and correct copy of the report from Calibrate Accounting is attached hereto as **Exhibit C**.

23. Upon information and belief, Leanna Loveall, a former employee of CMC, has attempted to manipulate CMC's QuickBooks records in furtherance of Defendants' bad acts.

24. Defendants' actions have harmed both CMC and Club 37.

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25. Defendants have refused to fully reimburse CMC or Club 37 for the diverted funds.

C. Deadlock and Governance Breakdown

26. The relationship between Club 37 and Lee Loveall has irretrievably broken down, resulting in a 50/50 deadlock on all material management issues.

27. In September 2025, the CMC Board passed a board resolution removing Leanna Loveall as a signer on all bank accounts. A true and correct copy of the September 2025 Board Resolution is attached hereto as **Exhibit D**.

28. On January 21, 2026, Club 37 gave Notice of Dissociation from CMC to Lee Loveall and his wife due to Defendants' alleged embezzlement from CMC. A true and correct copy of the Notice of Dissociation dated January 21, 2026 is attached hereto as **Exhibit E**.

29. Also on January 21, 2026, Club 37 took operational control of CMC by resolution at a properly scheduled meeting. Mr. Loveall was also terminated as employee and manager. A true and correct copy of the January 21, 2026 Written Consent of Creative Modular Construction, LLC is attached hereto as **Exhibit F**.

30. To date, Mr. Loveall has ignored his dissociation and termination, harming CMC's operations and reputation in a desperate effort to maintain and cover up Defendants' bad acts.

COUNT I: DISSOCIATION OF MEMBER LEE LOVEALL

31. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

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32. The Operating Agreement of CMC is a valid and enforceable contract, binding both Plaintiffs and Defendant Lee Loveall as members and managers of CMC. The Operating Agreement and Missouri's Limited Liability Company Act govern the rights, duties, and obligations of all members, including procedures for dissociation and equitable relief in the event of deadlock or misconduct.

33. The Operating Requirement has a series of provisions concerning the dissociation of a member which include the following:

a. Require all members and managers to act in good faith and in the best interests of the company (OA §§ 4.8, 5.10);

b. Provide for dissociation upon certain events (OA § 9.1);

c. Contemplate that a member who breaches the Operating Agreement or engages in gross misconduct is liable for damages (OA § 4.8);

34. Provide that, upon dissociation, the remaining member(s) may continue the company and purchase the dissociated member's interest at fair market value (OA § 8.3).

35. Missouri law, § 347.123, RSMo. and the Operating Agreement together empower this Court to grant equitable relief, including judicial dissociation and, if necessary, dissolution when it is not reasonably practicable to carry on the business in conformity with the operating agreement.

36. Mr. Loveall, as a 50% member and manager of CMC, has materially and repeatedly breached the Operating Agreement and his fiduciary duties by:

a. Diverting and converting company funds for personal use and benefit;

b. Commingling company assets with personal and related-entity accounts;

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c. Failing to provide full access to company records, financial statements, and IT systems;

d. Failing to comply with governance procedures, including blocking resolutions and ignoring valid actions by the other member;

e. Engaging in gross misconduct and self-dealing, contrary to the best interests of CMC and its members.

37. These breaches have resulted in deadlock, paralysis of company management, and the destruction of trust and confidence essential to the company's operation.

38. Plaintiffs, including Club 37, have fully performed all obligations under the Operating Agreement.

39. On January 21, 2026, at a properly convened meeting, Club 37, acting in accordance with the Operating Agreement and Missouri law, passed a resolution to dissociate and remove Mr. Loveall as a member of CMC. A true and correct copy of the Written Consent of Creative Modular Construction, LLC is attached as Exhibit F. A Notice of Dissociation was provided to Mr. Loveall. A true and correct copy of the Notice of Dissociation is attached as Exhibit E. The grounds for dissociation include embezzlement, breach of fiduciary duty, and gross misconduct.

40. Despite this notice and resolution, Mr. Loveall has refused to recognize his dissociation and removal, has continued to hold himself out as a manager and member, and has actively interfered with CMC's operations.

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41. The Operating Agreement, Missouri law, and equity empower this Court to declare Lee Loveall a dissociated member, remove him from all management and voting rights, and order the purchase of his interest at fair market value in accordance with OA § 8.3.

42. Alternative Relief – Judicial Dissolution**.** In the event the Court determines that dissociation alone is insufficient, or that the circumstances have rendered it not reasonably practicable to carry on CMC's business in conformity with the Operating Agreement, Plaintiffs respectfully request, in the alternative, that the Court enter a decree of judicial dissolution under § 347.143.2, RSMo., and appoint a receiver to wind up the company's affairs.

43. WHEREFORE, Plaintiffs respectfully request that the Court enter judgment:

a. Declaring and ordering the judicial dissociation and expulsion of Lee Loveall as a member and manager of Creative Modular Construction, LLC, with all attendant rights and interests to be determined in accordance with the Operating Agreement and Missouri law;

b. Enjoining Lee Loveall from holding himself out as a member or manager, accessing company records, or interfering with CMC's operations;

c. Ordering the purchase of Lee Loveall's membership interest in accordance with OA § 8.3 at fair market value, or such other equitable relief as the Court deems just;

d. Alternatively, if the Court finds that it is not reasonably practicable to carry on the business in conformity with the Operating Agreement,

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decreeing the judicial dissolution of CMC, appointing a receiver, and granting all relief necessary for the orderly winding up of the company's affairs;

e. Awarding Plaintiffs their attorneys' fees and costs as provided by the Operating Agreement and applicable law;

f. Granting such other and further relief as the Court deems just and proper.

COUNT II: DERIVATIVE CLAIM—BREACH OF DUTY OF GOOD FAITH

44. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

45. Under Missouri law, every manager and member vested with authority over a limited liability company owes the company and its members a fiduciary duty of good faith, loyalty, and care as required by Mo. Rev. Stat. § 347.088 and the Operating Agreement.

46. This duty requires managers and controlling members to act honestly, fairly, and in the best interests of the company, to refrain from self-dealing and conflicts of interest, to disclose material information, and to preserve the integrity of the company's assets and operations.

47. As managers, officers, and persons in control of CMC, Defendants Lee and Leanna Loveall were entrusted with the utmost responsibility to act as stewards of the company's assets, to manage the business with candor and transparency, and to ensure that all actions taken on behalf of CMC were for the benefit of the company and its members—not for personal gain.

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48. The fiduciary duties imposed by law and the Operating Agreement are not mere formalities, but fundamental obligations designed to protect the company from abuse, mismanagement, and the risk of self-interested conduct.

49. Defendants have egregiously breached their fiduciary duties by engaging in a pervasive pattern of improper acts and omissions, including, but not limited to:

a. Diverting and converting substantial company funds for personal use, including unauthorized checks, cash withdrawals, personal loans, and payment of personal and family expenses from CMC accounts;

b. Failing to disclose, and actively concealing from Club 37 and CMC, material information regarding the true nature and extent of these transactions, the company's financial status, and the existence of conflicts of interest;

c. Commingling company assets with personal and related-entity accounts, thereby erasing the distinction between company and personal property and exposing CMC to unnecessary risk and liability;

d. Obstructing access to company records, financial statements, and IT systems, including QuickBooks and backup files, thereby preventing a complete and accurate accounting of the company's finances and the discovery of further misconduct;

e. Failing to act in the best interests of CMC and its members, placing personal benefit above the welfare of the company, and disregarding the requirements of the Operating Agreement and Missouri law.

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50. These breaches of duty were not isolated errors, but a sustained course of conduct that has undermined the company's financial stability, destroyed the mutual trust required for effective governance, and deprived CMC of the resources and opportunities necessary for its continued success.

51. As a direct and proximate result of Defendants' breaches of fiduciary duty, CMC has suffered substantial damages, including but not limited to the loss and diversion of more than $2 million in company funds, loss of business opportunities, impairment of goodwill and reputation, exposure to legal and regulatory risk, and the incurrence of significant accounting, legal, and remedial expenses.

52. Plaintiffs, acting derivatively on behalf of CMC, have made demand for redress, remediation, and transparency, but Defendants have refused to cooperate, continued to obstruct company operations, and failed to restore the company to its rightful position.

53. Equity and justice require that Defendants be held accountable for their breaches of duty, and that CMC be made whole for the harm suffered as a result of this misconduct.

WHEREFORE, Plaintiffs, derivatively on behalf of CMC, respectfully request that the Court enter judgment in favor of CMC and against Defendants for all damages proximately caused by Defendants' breaches of duty, award equitable relief as necessary to restore the company's assets and governance, award attorney fees and costs pursuant to § 347.175, RSMo., and grant such other and further relief as the Court deems just and proper.

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COUNT III: BREACH OF OPERATING AGREEMENT

54. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

55. The Operating Agreement is a valid and enforceable contract under Missouri law. It governs the rights, duties, and obligations of CMC's members and managers, including Lee Loveall and Club 37, LLC, and sets forth the procedures for management, financial controls, capital contributions, access to records, and the protection of company assets.

56. The Operating Agreement require every member and manager to comply with the express terms of the Operating Agreement, to act in good faith, and to refrain from conduct that undermines the company's governance or deprives other members of their contractual rights.

57. Club 37 has fully performed all obligations required of them under the Operating Agreement, including the timely provision of capital contributions, participation in management, and adherence to all governance and operational procedures.

58. Defendant Lee Loveall has materially breached the Operating Agreement through a pervasive pattern of conduct, including, but not limited to:

a. Diverting and converting company funds for personal use, in violation of the Operating Agreement's provisions regarding financial controls, use of company assets, and the prohibition on self-dealing;

b. Failing to provide Club 37 and CMC with full and timely access to company records, financial statements, and IT systems, as required by the Operating Agreement and essential for transparent governance;

c. Refusing to recognize or comply with valid member actions and resolutions, including Club 37's notice of dissociation and resolutions to remove Lee Loveall from management, thereby frustrating the contractual mechanism for resolving disputes and ensuring proper management;

d. Failing to comply with procedures for distributions, capital contributions, and the management of company accounts, resulting in unauthorized withdrawals, unapproved "loans," and the commingling of company and personal funds;

e. Blocking the performance of a complete forensic accounting, as required for compliance with the Operating Agreement's record-keeping and fiduciary obligations;

f. Continuing to interfere with the company's operations and reputation after valid removal and dissociation, in direct contravention of the Operating Agreement and the resolutions of the company's members.

59. These breaches were fundamental violations of the Operating Agreement that have destroyed the mutual trust and contractual balance necessary for the company's continued operation.

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60. As a direct and proximate result of Defendant's breaches of the Operating Agreement, Plaintiffs and CMC have suffered substantial damages, including but not limited to the loss and diversion of millions of dollars in company funds, the impairment of company goodwill, the incurrence of significant legal and accounting costs, and the effective paralysis of company governance and operations.

61. Plaintiffs have made repeated demands for compliance, remediation, and restoration of the company's contractual balance, but Defendant has refused to cure his breaches or to cooperate in the orderly management and winding up of the company's affairs.

62. Under Missouri law, Plaintiffs are entitled to all damages proximately caused by Defendant's breaches, as well as equitable relief necessary to restore the company to the position it would have occupied had the Operating Agreement been honored.

63. WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendant Lee Loveall for all damages proximately caused by his breaches of the Operating Agreement, award all necessary equitable relief to restore the company and its members, award attorney fees and costs as provided by law and contract, and grant such other and further relief as the Court deems just and proper.

COUNT IV: CONVERSION

64. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

65. At all relevant times, CMC, and derivatively Club 37, had the right to possession and control of all company funds, accounts, financial records, and proprietary

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information, including but not limited to sums held in CMC's bank accounts, lines of credit, and accounting software.

66. Defendants Lee and Leanna Loveall, acting individually and in concert, exercised unauthorized dominion and control over CMC's property by:

a. Withdrawing large sums of money from CMC's bank accounts through checks, cash withdrawals, and unauthorized "loans";

b. Using company funds to pay for personal expenses, including family vacations, vehicles, and unrelated personal debts;

c. Commingling company funds with personal and related-entity accounts;

d. Retaining and concealing company records, IT backups, and financial data, and refusing to return or provide access to such property despite repeated demands;

e. Manipulating company records and accounting entries to conceal their conduct and prevent full recovery of the converted funds.

67. These actions were undertaken without the knowledge, authorization, or consent of Club 37 or CMC, were contrary to the Operating Agreement and Missouri law, and were for the exclusive benefit of Defendants.

68. Plaintiffs and CMC have made repeated demands for the return of all converted funds, records, and property. Defendants have refused and continue to refuse to return such property or to make CMC whole for the losses suffered.

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69. As a direct and proximate result of Defendants' conversion, CMC and Club 37 have suffered substantial damages, including but not limited to the loss of more than $2 million in converted funds, loss of access to critical company records, and the incurrence of legal, accounting, and forensic investigation expenses.

WHEREFORE, Plaintiffs, individually and derivatively on behalf of CMC, respectfully request that the Court enter judgment in their favor and against Defendants Lee and Leanna Loveall for the full value of all property converted, attorney fees and costs, and such other and further relief as the Court deems just and proper.

COUNT V: FRAUDULENT MISREPRESENTATION

70. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

71. Throughout their tenure as managers, officers, and fiduciaries of CMC, Defendants Lee and Leanna Loveall made repeated representations—both orally and in writing—to Plaintiffs and to CMC regarding the management, use, and status of company funds, the legitimacy of company transactions, the completeness and accuracy of company financial records, and their compliance with the CMC Operating Agreement and Missouri law.

72. Defendants represented that all financial transactions undertaken in the name of CMC were for legitimate company purposes, were properly authorized, and were accurately reflected in company records and accounting software.

73. In fact, these representations were false. Defendants knowingly and intentionally misrepresented the true nature and purpose of numerous financial

transactions, failed to disclose unauthorized withdrawals and personal expenditures, concealed the extent of their self-dealing, and actively manipulated company records to hide their misconduct.

74. Defendants made these false representations and omissions with the intent that Plaintiffs and CMC would rely on them—specifically, that Plaintiffs would continue to entrust Defendants with management authority, allow them access to company funds and records, and refrain from taking remedial action to protect the company.

75. Plaintiffs and CMC reasonably relied on Defendants' representations, as Defendants were in positions of trust, held exclusive control over company accounts and records, and presented themselves as acting in good faith and in accordance with all company policies and legal duties.

76. Plaintiffs and CMC were ignorant of the falsity of Defendants' representations and, in the exercise of reasonable diligence, could not have discovered the true extent of Defendants' misconduct until confronted with the results of forensic accounting and the refusal of Defendants to provide full access to company records.

77. The representations made by Defendants were material to the ongoing management and operation of CMC, the continued investment of capital by Club 37, and the preservation of company assets and business opportunities.

78. As a direct and proximate result of their reasonable reliance on Defendants' false and misleading representations, Plaintiffs and CMC have suffered substantial damages, including but not limited to the loss and diversion of company funds, loss of

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business opportunities, impairment of company goodwill, and the incurrence of significant legal, accounting, and investigative expenses.

79. The fraudulent conduct of Defendants was willful, malicious, and undertaken with conscious disregard for the rights of Plaintiffs and CMC, justifying an award of punitive damages to deter similar misconduct.

WHEREFORE, Plaintiffs, individually and derivatively on behalf of CMC, respectfully request that the Court enter judgment in their favor and against Defendants Lee and Leanna Loveall for all damages caused by Defendants' fraudulent misrepresentations, together with attorney fees and costs, and such other and further relief as the Court deems just and proper.

COUNT VI: UNJUST ENRICHMENT

80. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

81. Over the course of their management and control of CMC, Defendants Lee and Leanna Loveall, individually and in concert, received and retained substantial benefits, including but not limited to:

a. The diversion of more than $2 million of CMC's funds for personal use and benefit;

b. The unauthorized use of company assets and resources for personal and family expenses;

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c. The benefit of capital contributions and ongoing investments made by Club 37, which were used to stabilize and sustain CMC in the wake of Defendants' misconduct.

82. The enrichment of Defendants was directly at the expense of CMC and Club 37, who were deprived of the use and benefit of company funds, forced to make additional contributions to keep the company operational, and denied the full value of their investment and participation in CMC.

83. Defendants' retention of these benefits is unjust and inequitable in light of their breaches of fiduciary duty, conversion, fraudulent conduct, and repeated violations of the Operating Agreement.

84. Plaintiffs have made repeated demands for the restoration and return of all benefits unjustly retained by Defendants, but Defendants have refused and continue to refuse to make CMC and Plaintiffs whole.

85. Equity and good conscience require that Defendants disgorge all benefits and profits wrongfully obtained at the expense of CMC and Club 37, and that Plaintiffs be restored to the position they would have occupied had Defendants not engaged in the conduct described herein.

WHEREFORE, Plaintiffs, individually and derivatively on behalf of CMC, respectfully request that the Court enter judgment in their favor and against Defendants Lee and Leanna Loveall for restitution and disgorgement of all benefits unjustly retained, together with pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

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COUNT VII: INJUNCTION

86. Plaintiffs incorporate by reference all prior allegations as if fully set forth herein.

87. Plaintiffs have demonstrated a strong likelihood of success on the merits, as Defendants' pervasive breaches of fiduciary duty, conversion, fraud, and violation of the Operating Agreement are supported by documentary evidence, third-party accounting reports, and Defendants' own admissions.

88. Plaintiffs and CMC face imminent and irreparable harm if Defendants are not immediately restrained, including:

a. The ongoing risk of further diversion and dissipation of company assets;

b. The destruction, alteration, or concealment of critical company records, IT backups, and financial data;

c. The continued obstruction of company operations, impairment of business relationships, and loss of goodwill.

89. The harm to Plaintiffs and CMC far outweighs any conceivable hardship to Defendants, who have no legitimate right to continue accessing company assets, records, or to interfere with company operations after their removal and dissociation.

90. The public interest is served by upholding the rule of law, protecting the integrity of Missouri businesses, and ensuring that managers and members are held accountable for breaches of duty and misconduct.

91. Plaintiffs have no adequate remedy at law, as the full extent of harm caused by Defendants' conduct cannot be compensated by money damages alone, and the risk of ongoing harm is immediate and continuing.

92. Plaintiffs therefore seek a preliminary and permanent injunction:

a. Prohibiting Defendants from accessing, altering, or destroying CMC's books, records, and IT systems;

b. Requiring immediate turnover of all CMC financial and IT records to Plaintiffs or a court-appointed receiver;

c. Enjoining Defendants from holding themselves out as managers or employees of CMC;

d. Prohibiting Defendants from interfering with CMC's operations, employees, or customers.

WHEREFORE, Plaintiffs respectfully request that the Court enter a temporary restraining order, preliminary injunction, and permanent injunction as set forth above, together with attorney fees and costs, and such other and further relief as the Court deems just and proper.

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Respectfully submitted,

HUSCH BLACKWELL LLP

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VERIFICATION

STATE OF Arkansas)
)
COUNTY OF Benton)

Ronald L. Crume, being first duly sworn, states:

I have reviewed the foregoing Petition. Club 37, LLC's claims are subject to inadvertent or undiscovered errors and are necessarily limited by the records and information in existence, presently recollected, and thus far discovered. Club 37, LLC, reserves the right to supplement its claims if it appears that omissions or errors have been made or that more accurate or additional information is available. Subject to these limitations, these claims are true to the best of my knowledge and belief.

Ronald L. Crume, Manager

Notarized online using audio-video communication

Stacey Hightower
Electronic Notary Public
State of Arkansas
Commission #: 00004429
Commission Expires: 12/22/2034

Subscribed and sworn to before me this 5th day of February 2026.

Notary Public, State of Arkansas
My Commission Expires: 12/22/2034

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VERIFICATION

STATE OF Arkansas)
)
COUNTY OF Benton)

Lisa Crume, being first duly sworn, states:

I have reviewed the foregoing Petition. Club 37, LLC's claims are subject to inadvertent or undiscovered errors and are necessarily limited by the records and information in existence, presently recollected, and thus far discovered. Club 37, LLC, reserves the right to supplement its claims if it appears that omissions or errors have been made or that more accurate or additional information is available. Subject to these limitations, these claims are true to the best of my knowledge and belief.

Lisa Crume, Manager

Notarized online using audio-video communication

Stacey Hightower
Electronic Notary Public
State of Arkansas
Commission #: 00004429
Commission Expires: 12/22/2034

Subscribed and sworn to before me
this 5th day of February 2026.

Notary Public, State of Arkansas
My Commission Expires: 12/22/2034

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