

****Notice of Temporary Closure Due to Legal Dispute with Damon A. Johnson Sr.****

We are currently closed as we navigate a legal dispute with Damon A. Johnson Sr., owner of Fin & Feathers Restaurant Hospitality Group, Inc., Augie's Cafe, LLC, and Doe Nation Hospitality & Restaurant Development, Inc. Detailed evidence and emails regarding the situation are attached below for your review.

Initially, when we learned through a broker that Fin & Feathers Restaurant Marina del Rey was for sale, we sought information regarding the sale. The broker, Marv, directed us to Damon about purchasing the business. After discussing the opportunity with Damon, we decided it would be a great deal, as he had already been closed for a few months. Damon then connected us with his business partner, Jim (emails attached), who, after further discussions, advised us to buy Fin & Feathers in Marina del Rey. This approach was presented as a smoother way to transfer all permits and licenses to our name. Following this guidance, we moved forward with a Business Purchasing Agreement (BPA). As part of the agreement, we reviewed the lease, as we were purchasing a pre-existing business with a current lease.

Since the lease review was essential, we asked Damon for a copy. He sent over a simple three-page lease, which we reviewed and then decided to proceed with the purchase. We signed the BPA, covering the business, the liquor license, and associated assets, and sent over payment. Unfortunately, months later, we discovered that the lease provided was incomplete and not the actual lease.

After signing and payment, Damon began transferring over all relevant information, permits, and licenses (text messages attached). We invested in improvements, changed the DBA (Doing Business As) to "Behind Closed Doors," and began preparing for the opening of BCD.

According to the agreement, the liquor license transfer was essential and required processing through the ABC Liquor Authority. Damon suggested using the existing business name to facilitate the license transfer. After payment, two critical steps remained: transferring the lease and officially transferring the liquor license. However, we were informed by the broker managing the property sale that the building was in escrow, meaning any lease changes might impact the sale, so we were advised to hold off.

In good faith, we continued to invest time and resources while regularly following up on the lease and license transfers. After a few months without progress, Damon began asking us for rent payments, which was perplexing given the incomplete lease transfer. Nonetheless, we sent him some payments but grew increasingly cautious, as neither the lease nor business shares had been transferred to our name.

Eventually, the landlord informed us that Damon had not actually sold us the business. He stated that under Damon's lease, any sale required the landlord's approval and consent, which had not been granted. The landlord was unaware of our presence and confirmed that Damon's lease prohibited him from selling or subletting the space without prior consent. When the landlord shared the full lease, we realized the extent of the problem, and this led to threats of eviction due to the unauthorized sale.

As a result, we closed the business while pursuing litigation to recover our investment from Damon, who appears to have sold us the business under false pretenses. Despite these challenges, Damon has attempted to evict us and even offered a \$100,000 settlement, which we declined. Additionally, he transferred the business documents back to his name, locking us out of the business accounts and impacting our ability to pay final wages to our staff.

We appreciate your patience as we work through this complex situation. All supporting documents are attached below for transparency.

There is much more to share, and as we proceed in civil court, we will keep you updated.