

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY – COMMERCIAL DIVISION**

CHRISTOPHER DOEBLIN, individually and
derivatively on behalf of BOOK CULTURE ON
COLUMBUS, LLC,

Plaintiff,

- against -

JOHN R. MACARTHUR,

Defendant.

Index No.: 156356/2020

(Masley, J.)
Part 48

(Mot. Seq. No. 2)

**AFFIDAVIT OF
CHRISTOPHER DOEBLIN**

STATE OF NEW YORK)
)
COUNTY OF MONROE)

Christopher Doeblin, being duly sworn, deposes and says:

1. I am the plaintiff in this lawsuit and an approximately 46% owner of Book Culture on Columbus, LLC. (“BCC”). BCC owned and operated Book Culture, a bookstore located on Columbus Avenue on the Upper West Side of Manhattan (“Book Culture on Columbus”).

2. From the date Book Culture on Columbus opened in 2014, through the time it closed in January 2020, it used and advertised on the website www.bookculture.com (the “Book Culture Website”). This is the same website used by the three other Book Culture stores which are not owned by BCC but are owned by an entity called Book Culture, Inc. (“BCI”).

3. My partner in BCC, defendant John R. MacArthur, was at all times aware that Book Culture on Columbus was advertising on the Book Culture Website, and at no point in over five years did he ever object to such arrangement. Nor did he ever, in five years, ever ask me to distinguish on the Book Culture Website that Book Culture on Columbus was owned by an entity that was different from that which owned the other Book Culture stores.

4. At various times between 2014 and 2019, Mr. MacArthur would be involved in BCC employment decisions, including the hiring of BCC's accountant in or around 2016. He was also involved in other hiring, promotion, merchandising, event planning, and marketing decisions.

5. In connection with our buyout negotiations, Mr. MacArthur requested permission to speak to BCC's landlord at Endicott Commercial, LLC ("Endicott").

6. The purpose of seeking that permission, according to Mr. MacArthur, was to determine whether Endicott would have any objection to Mr. MacArthur replacing me as the personal guarantor on the BCC lease in the event I sold me BCC shares to him. Insofar as this concerned a piece of our buyout negotiations, I told Mr. MacArthur that he was free to speak to Endicott on this subject.

7. My understanding was that Endicott informed Mr. MacArthur that it would have no objection to him replacing me as the personal guarantor of the BCC lease.

8. Mr. MacArthur was not authorized to speak with Endicott concerning any other subject.

9. In or around early 2018 BCC began experiencing significant financial hardships. These hardships continued up through January 2020, when Book Culture was shuttered by Endicott for unpaid rent. At that time, BCC owed approximately \$140,000 in unpaid rent.

10. Between 2018 and 2020, Mr. MacArthur repeatedly expressed a desire to purchase my interest in BCC and/or my interest and that of our third partner, Annie Hendricks. The parties were never able to agree on a purchase price for my and/or Ms. Hendricks' shares, and no sale ever occurred.

11. I am aware that Mr. MacArthur has asserted alternatively in his motion to dismiss that during this 2018-2020 period, he was willing to contribute funds, provide funding, and/or make a loan to BCC.

12. At no point during this period did Mr. MacArthur ever offer to provide and/or contribute funds to BCC, either via a loan, gift, or other contribution, in a manner that was not inextricably linked to and contingent upon Mr. MacArthur's receipt of my shares of BCC.

Dated: January 8, 2021


CHRISTOPHER DOEBLIN

Sworn to before me
This 8 day of January, 2021


NOTARY PUBLIC

