

Unfortunately, this is a very different announcement that I must write than the one I had originally planned today.

What was going to be an announcement of a new direction for my company and giving well wishes to our former Gen 1 talents now has to be a defense against slander, a twisting of the facts, and unprofessionalism from people I once considered friends.

To start with, this *is* a legal matter. Lawyers have been retained on both sides and Hero Factory is proceeding with the process of litigation (not arbitration as Podge claimed and she was made aware of this) on the basis of the multitude of contract breaches the talents have participated in. As such, I will not be making any accusations, nor speaking on any of the matters that we are pursuing. This is not an attack, but instead an attempt for transparency from us on matters the talents have twisted in what can only be interpreted as an effort to damage both mine and the company's reputation.

While I'd hoped to settle everything behind closed doors and through the courts, Podge and several other talents have now brought the issue into the court of public opinion alongside our attempts to resolve this in the eyes of the law.

Sponsorship Claims:

Hero Factory maintained and arranged active sponsorships/affiliateships with these brands during Gen 1's tenure. The only exception was UwU market which Podge had contacted as an individual before joining us and had not launched any merch with them. She had a different partner manager with them and was moved to ours pre-launch. Geddon also managed to arrange things on his own with UwU prior to joining us.

Gamersupps

UwU Market

Fantasy Grounds

True Tubers

Advanced GG (Which we canceled upon moving to Gamersupps)

Paizo

WizKids (Which since Valtrya's failure to deliver on her sponsorship with them in a timely manner resulted in us losing the opportunity to work with them further)

None of the above Sponsorships were arranged or initiated by any of the talents in Hero Factory.

Finance Claims:

We took a 20% cut from the talent's Twitch revenue as I always believed in taking the smallest amount possible. I maintain the stance that this was a fair amount however in the cases of our smaller talents it resulted in us taking massive losses. For example one of the talent's Managers

cost us (Hero Factory) 200\$ USD per month for four meetings directly with said talent. At no point in the 15 months we had them under our banner earned half of that a single time. I charge 500\$ a month for my own freelance management services I offer to talents outside of Hero Factory. No individual in Hero Factory made an amount they paid us totalling even half of that. The difference in funds between what we paid our staff and what the talents earned for us was covered by my *personal* income from my individual streaming activities, DnD games, freelance manager work, and by the investors who believed in the talents and my vision. The talents were all made aware of this before joining in conversations that we primarily provided management, representation *and not financial support*. That said the talents several times did ask us for financial support or we offered it to cover the costs of anything we as an agency wanted to initiate under the negotiated terms that we would own it until it was paid back. This included a high-quality microphone, a reference sheet commission, logos, and TTS mascots. The only thing to be paid back prior to Gen 1's departure was the microphone.

We also paid for several months of editor services and a community manager for all the talents to make use of. We decided as an agency that we would no longer pay for editorial services when we saw that after months of doing so, there was little to no change in our talent growth or income and cut it to increase what we were paying our staff for their hard work.

At no point did Hero Factory ever make a profit, all the money from the talents streaming, or events we ran like at Twitch Con went into these costs, and the agency was kept afloat by my own income. This gave us a very narrow margin with which to buy things for the talents and every choice on expenditure was made with research and thought to how much it would actually help the talents grow. I stand by these choices. In Podges stream it was brought up that I had purchased a watch for myself, this watch was from a friend who had concerns about being able to run a custom watch-making business and it was fully purchased with my own personal funds and income. My choice of wanting to buy something for myself with my own money as opposed to sinking funds into a course of action a talent wants but we've discovered isn't as valuable as another path shouldn't have ever been brought into the conversation and feels more of a personal attack of "Why aren't you spending your money on *ME*" instead of a discussion on where funds brought into the agency by the agency are distributed. I've always maintained an open door policy and several times I did have that discussion with talents who wanted certain things. Each time I openly explained how much we were making vs what we were spending and would come up with plans with said talent on how to achieve goals so we could help them obtain what they wanted. At no point until an ambush meeting on January 22nd was I led to believe there was severe unhappiness with these discussions we'd had at any time the matter was brought up.

When it came to investor funds I was always incredibly open and clear with the talents where said funds were going, which was primarily to our staffing costs to make up the difference between what we spent on an individual talent vs what that talent earned.

Lastly and I'm not sure why Podge brought this up since it's been explained to her and she should know better (having a registered sole proprietorship herself). In Alberta you're not

required to register as a business and yet can still operate as a sole proprietorship using your SIN (a number similar to a social security number in America). We satisfied all the conditions of doing so and found it advantageous at the time.

The Meeting On January 22nd And Resulting Legal Matters

Originally in January, we had planned an all-hands meeting for January 26th. A staffer contacted me on the 21st to be free on the 22nd. They refused to elaborate on why but informed me the talents had demanded the meeting be moved up "Or you'll regret it". I continued to ask the staffer about why it needed to be moved when Sunday had worked for everyone but again they told me I just had to be free all Wednesday for a sudden meeting and that I needed to reschedule everything since it was incredibly important. I was also told staff would be present and that the new time worked for everyone.

During that time I asked multiple staff if they knew what the meeting was about and got no responses. At the meeting the talents waited for all staff to be present and then demanded to be released from their contracts immediately, to be able to continue working with their managers we had paid for (we had a clause stipulating they couldn't for a year in the contract to protect us in this exact situation) and for them to still be able to work with all the sponsors we had obtained them. In their contracts the talents had an option to give 30-day notice if they wished to exit the contracts or earlier "with good cause" and they claimed they had spoken with a lawyer and gave a list of reasons why they believed it was good cause, they also spoke incredibly aggressively and accusatorily throughout the meeting trying to get me to verbally release them right then and there. When I refused until I'd consulted with a lawyer (aside from saying I'd be willing to release 3 of them immediately which our lawyer then told me I should *not* do, which I retracted upon advisory), the talents *then* chose to send their 30 days notice. However the damage of having this ambush meeting had already been done.

I informed them that all the information in the meeting and about the contracts was confidential and let them know this and other actions they'd taken could be viewed as a breach of contract and we'd likely need to pursue damages. At this point it's up to the lawyer to decide if the information they shared today still falls under that with the duration of their contract or not, I'm not a lawyer, I won't opine. The next day I contacted our lawyer and spoke to him, providing him with full information about the events that transpired and the list of things they considered "Good Cause." While I'm not prepared to release that list yet I can confirm our lawyer denied *any* of it as good cause and continued to state "It is unlikely the talent would be able to demonstrate good cause under the contract". Wanting to resolve this amicably I then had our lawyer draft two sample exit clause contracts which we believed would give the talents what they wanted, protect their brands and reputations as well as protect the company from this exact situation. The first contract offered them to leave in 30 days (or sooner) but because of the damages they'd already caused we'd still collect our cuts (20% twitch, 30% youtube, 5% UwU Market, 3% Gamersupps) until the original planned end of the contract (november 2025) to offset that, it still upheld one of our clauses which would prevent them from working with our staff as freelancers until a year had passed. The second included that we'd waive our cut, allow them to keep

working with staff and gave them every other thing they had demanded but we'd set their release dates to be spread out rather than all at once. Both contracts also included us drafting a joint statement both talent and agency could be pleased with. I presented these and the information to them all in a meeting we had on Sunday the 26th. There was a massive pushback even getting them to attend the meeting in the first place to hear or enter *any* negotiations with some of the talents flat out ignoring contact, demanding to be contacted in hyper-specific ways (personal emails rather than company emails) or responding to my queries with passive aggressive phrases like ending all communication with "Have a blessed day".

Despite this, we did manage to get them to sit down and discuss options going forward.

I informed them that I had been advised to proceed with litigation should these exit contracts not be signed or agreed to and let them all know that I expected to hear back from them by Wednesday the 29th (three business days which is what our lawyer advised was enough time for them to contact a lawyer and have them read over the contracts.). We also advised them that during this time they *should not stream or post on social media* as doing so during what was rapidly becoming a legal matter could damage their reputations or ours in the future and was dishonest to the audience. Podge made an argument that she should be allowed to continue as it was her primary source of income which at the time I allowed. Several talents then asked if they could make announcements regarding taking a hiatus, of which I allowed two to be posted since I felt they were fair and well-worded. A third was requested to be posted but I felt it was poorly worded and asked the talent to rephrase it and a fourth was just posted without approval copy pasted word for word from another one. At that point, I just requested the remaining talents not announce a hiatus which was abided by.

During this time we reached out several times to each talent to check on the status of their retaining legal representation or having someone look over the contracts. In all cases, talents ignored us and continued to post on social media, and in Podge's case to stream and to post about their sponsorships encouraging Hero Factory's audience to spend money on what they thought would support the agency without knowing what was going on in the background. I found this disingenuous and advised Podge to stop streaming until the matter was resolved, she refused based on it being critical to her income to which I brought up an alternative income source that was willing to pay her more than she made on Twitch for a month involving her youtube content. Without listening to that offer she refused and continued streaming, ignoring our effort to ensure she'd had the time to check with a lawyer.

Rather than responding to me directly, Podge chose to email our lawyer to "I would like to confirm the validity of these statements with you, as well as that any further correspondence regarding these matters be sent through yourself, rather than in various places from your client."

Lawyers cost money and work hourly either on retainer or billed. With the context of the ambush meeting, the aggression, both passive and active, that I'd been under from the talents, and other

factors that I'm not ready to comment on until the matter is brought to the courts this was viewed as a further attempt to damage the company and waste funds. At this time we'd been provided *no* information on if the talents had retained legal counsel, intended on signing the contracts or not over more than a week, which is all we had been asking for at that time.

Accountability is important and I honestly did let my temper get the better of me, encouraged by some of the investors I'd spoken to. I responded while I was still upset. I informed the talents that the lawyer wouldn't be responding to them until we *knew* if they were going to sign one of the settlement contracts or if they had retained legal counsel. I spoke incredibly harshly and referenced how several of the investors that I had spoken to viewed all of their actions as petty, childish, and passive-aggressive. In hindsight, I'd have spoken with a far lighter tone but sadly I was at my wits end with all the provocations. We also attempted to schedule another meeting which, because we felt we had no choice, we tried to compel the talents to be present or we'd consider it a breach of contract in fulfilling their duties in the 30 days remaining. At that point, we *finally* received contact from a lawyer who advised the talents to ignore all communications, that they wouldn't sign anything, and asked me to communicate with the lawyer directly stating the talents would be willing to talk about being released earlier. Unfortunately, this was around the same time I'd planned to visit someone several months earlier, and with the stress reaching its peak I decided to not respond until I returned. Upon returning I expressed that I'd be willing to meet to negotiate as the lawyer had previously stated; however, I was rebuffed and told the talents had no intention of following through with a meeting.

Going forward

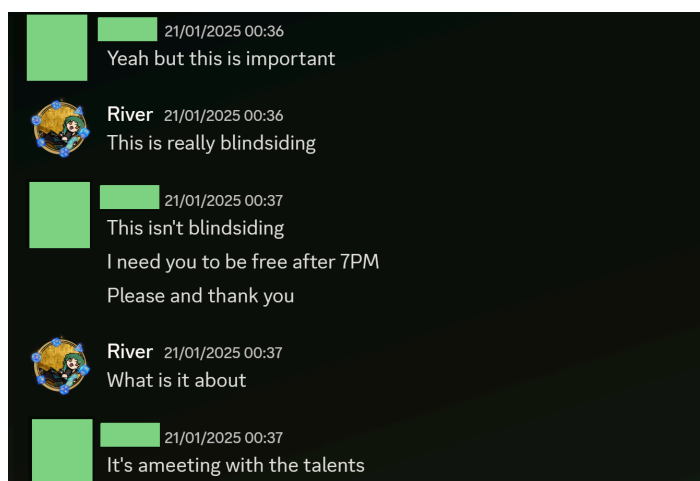
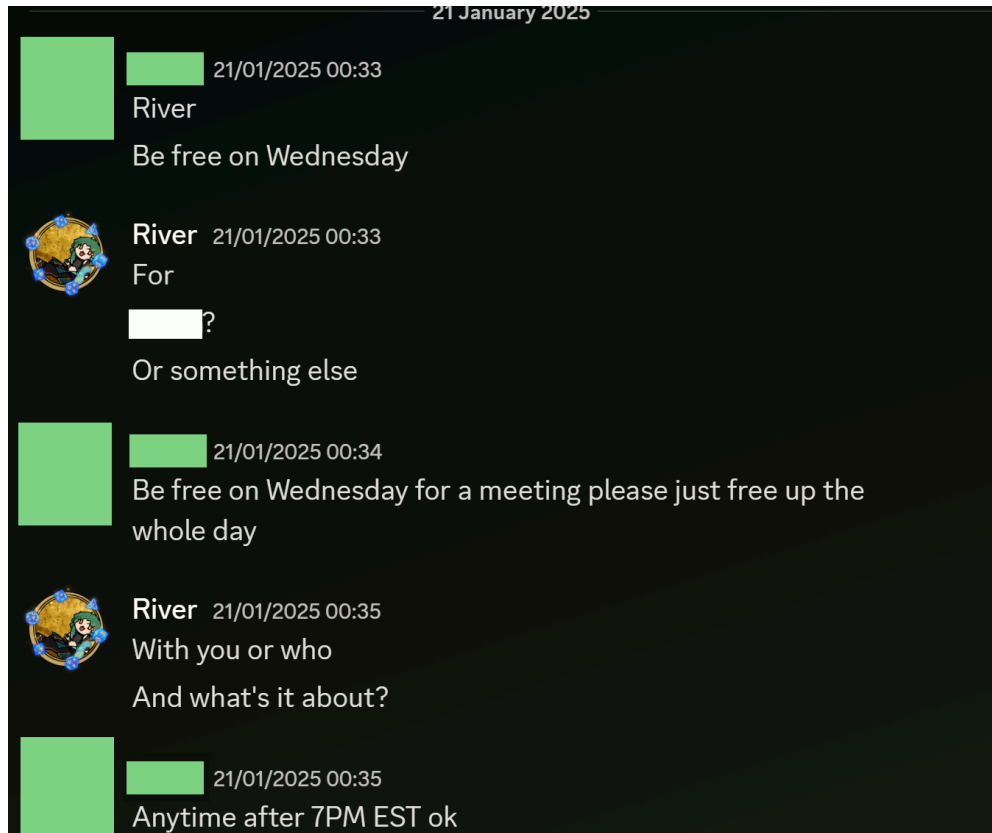
I have no intention to stop creating content, or giving up on my dream of creating a fair and moral organization in this industry that doesn't take advantage of or use its talents. For a result like this to have happened however some things do need to be rethought or reconsidered. Whether this was brought about by a difference in expectations, a personal issue from a single talent, or just a failure on either end to meet goals, the fact it happened is unacceptable. Hero Factory will be restructuring, likely to a management company as opposed to the traditional talent agency as I do not believe my goals can align with that sort of business model.

Today I'd planned to write an announcement wishing the talents the best, as well as announcing our plans for the future and making sure everything was presented in a positive light on all sides. Podge's stream unfortunately has made that impossible now, stating "I don't want to slander him" and then proceeding to do so for an hour + is slander. Podge claims she has evidence and is encouraged to present it in court when the litigation occurs which we'll have more information about the date and time of on March 3rd.


We will be pursuing legal action against the talents, this is an outcome I tried to avoid to the best of my ability but with the events of today, I truly have no choice but to do so. Podge's stream was planned and arranged to assassinate my character and my reputation but I will not sink to the same. All of the above was to give context on things she twisted, leaked, or left out the context for. Our issues with her and the talents' actions will be decided in a court of law and behind closed doors, where it should have stayed. I'm all too aware of how a larger creator can

incite hate and poison the well of relations in ways that make it impossible to fight back in a court of public opinion. I would ask you all reading this now to please wait and hold your judgment until that is finished, I would also ask people to not opine on legal matters, lawyers are involved and have been advising both ours and the talent's actions.

First notice of the ambush/surprise/sudden meeting sent by a staff member



21/01/2025 00:37
Most of it was me and [redacted] not being free
We'd like to move that meeting up.
I'll be free
[redacted] is not

 River 21/01/2025 00:38
Why does the meeting need to be moved up
from Wednesday
to sunday?
*from sunday
to wednesday


21/01/2025 00:39
Because the talents need this River
So please have it be free

Talent had told this staff member what the meeting was about and may have threatened worse actions if I did not make this sudden meeting. Contrary to Podge stating she didn't want staff there.


21/01/2025 00:40
to keep it free
no
if you do not
make wednesday free
you'll regret it
Be free on wednesday

5 Days after the 2nd meeting, checking in with the talents to get an update. Ignored multiple times until an email informing them of a sponsor choosing to drop them was sent.


31 January 2025

 River 31/01/2025 15:36
Hello [redacted], have you received legal consul yet and have you decided whether or not to sign our new exit clauses?

01 February 2025

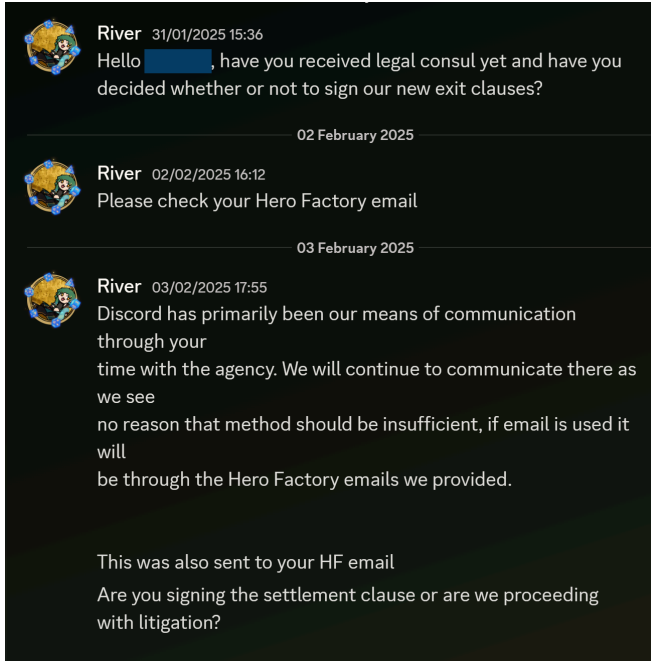
 River 01/02/2025 00:38
Hey [redacted], I see you're playing Pathfinder RN, could you spare a moment to answer this?

02 February 2025

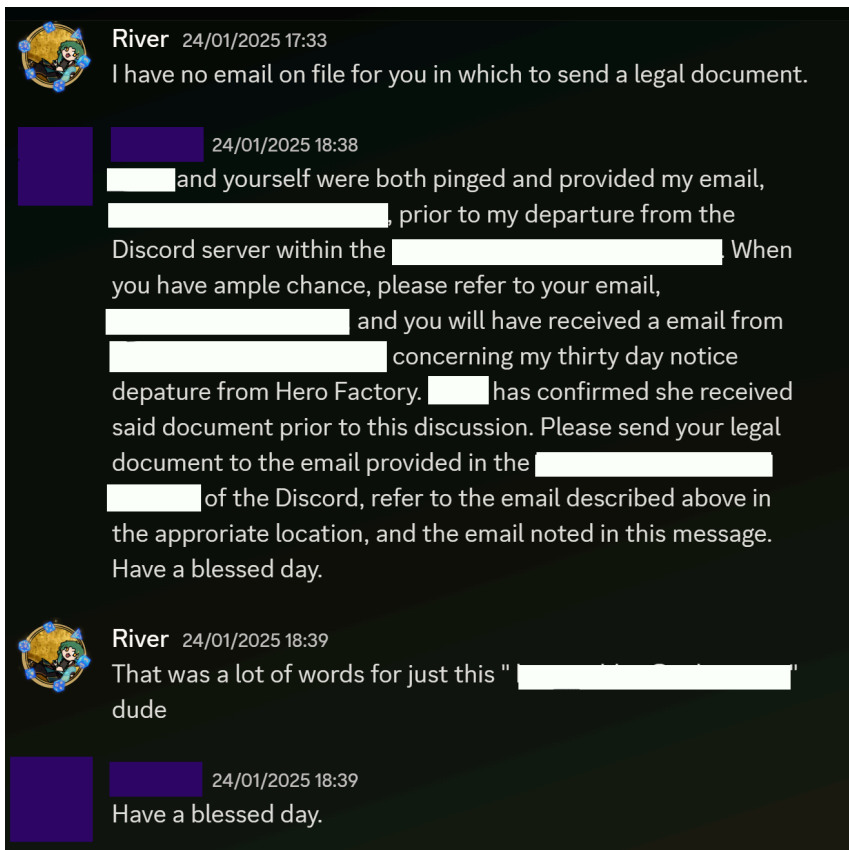
 River 02/02/2025 16:12
Please check your Hero Factory email

03 February 2025

[redacted] 03/02/2025 19:15
Will do





Response to a request 2 days after the original meeting.



Emails with Podge requesting her to stop posting and streaming like the other talents had done. My original message was ignored. Podge was offered a different income source and denied it before refusing to answer further. Podge claimed on stream we were planning on going to arbitration, you can see it clearly there when she was informed it would be litigation.


31 January 2025

 **River** 31/01/2025 15:45
Hey Podge, making sure you see my email. Starting today you are being asked to halt all streaming, collabs or otherwise as well as social media posts on any platform.
Let me know if you want to discuss that further or have any more questions on the settlement offer we outlined involving signing either of the new exit contracts.
The next step from here would be freezing all sponsorships as well until the matter is settled in court.


 **River** 31/01/2025 16:15
Oh, no announcement of hiatus as well please, we'd like to continue keeping the matter confidential.


If one of the settlement options is picked or we discuss it we can lift the hiatus as well.

01 February 2025

 **River** 01/02/2025 00:38
Hey Podge we saw you ignored our advice and streamed today, was there a reason for that?

01 February 2025


 **River** 01/02/2025 00:38
Hey Podge we saw you ignored our advice and streamed today, was there a reason for that?

 **podgekinn** 01/02/2025 12:45
Hi River,

As we discussed prior, I do need to continue streaming. I appreciate your recommendation but it isn't really actionable advice coming from my manager for the reasons we went over.

However I will make certain that any income from this is logged correctly for commissions as per contract. And I do appreciate the willingness to answer questions and discuss the other contracts you have.

02 February 2025

 **River** 02/02/2025 13:23
We asked and advised you to not stream, you streamed anyways. This shows an unwillingness to take staff advice. Everyone else has been on hiatus as we advised. Do not stream until this matter has been settled either through court or through the settlement options.



River 03/02/2025 16:16

As a note as well, I've been informed we wouldn't be going to arbitration which is primarily used for contract disputes about the wording and such.

We've been advised to go straight to litigation.



River 03/02/2025 17:45

Hey Podge! Our Lawyer won't be responding to you.

We'll lay out the breaches once we decide to proceed with the litigation or not.

Which is dependant on you signing the settlement agreement

This is *highly* unprofessional of you to do and another example of how you've been constantly been going behind my back.

Written with the approval of several of our highest investors and out of a state of frustration we all shared.



River 03/02/2025 18:03

@everyone [redacted] has informed me that @podgekinn tried going behind my back to email him to "confirm the validity of these statements with you, as well as that any further correspondence regarding these matters be sent through yourself, rather than in various places from your client."

He will not be responding, we pay him for each email he sends and for his time, responding to you is a waste of his time and money until we start the litigation. We have been very clear on our stances involving your breaches.

They are NOT about the 30 day notice which you failed to send *BEFORE* causing the company damages, they include all the breaches during your time with us.



There is *nobody* on your side over all of this. Everyone recognizes the pettiness in your emails, there will be no further silly considerations like "You can only contact us here in this way" or pretending to be offline on discord. We consider any email sent to your Hero Factory email valid for serving legal documents and discord to be an appropriate method of communication.

We offered you two settlement options that we did not need to do in order for you to avoid a court case this is not "coercion" like [redacted] wrongly claimed. @everyone It has been now nearly a week since you

The watch that Podge and her chat accused me of buying from a friend with company money being complimented 3 days before the sudden meeting. The watch was paid for with my own

money and was only for the parts used on it.


18 January 2025

 @River So I comm'd a watch from the same guy who did @eikko's 



Hemlock Evergreen 18/01/2025 09:18

God DAMN that is purrty. Love a sexy ass watch

 @Hemlock Evergreen God DAMN that is purrty. Love a sexy ass watch



Undyne Arashi 18/01/2025 09:48

Time for you to comm a literal ass watch



Hemlock Evergreen 18/01/2025 09:53

with lil toots for whenever the time hits a new hour
eh actually, every minute. Toot. Its toot-fortooty



podgekinn 18/01/2025 15:00

Looking like everyone is available next Sunday for a meeting?