

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): November 21, 2024

Loop Media, Inc.

(Exact Name of Registrant as Specified in Charter)

<u>Nevada</u> (State or Other Jurisdiction of Incorporation)	<u>001-41508</u> (Commission File Number)	<u>47-3975872</u> (IRS Employer Identification No.)
<u>2600 West Olive Avenue, Suite 54470</u> <u>Burbank, CA</u> (Address of Principal Executive Offices)		<u>91505</u> (Zip Code)

Registrant's telephone number, including area code: **(213) 436-2100**

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered or to be registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, \$0.0001 par value per share	LPTV	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

See Item 8.01.

Item 8.01. Other Events.

Loop Media, Inc., a Nevada corporation ("**Loop Media**"), has previously reported the details of an ongoing dispute with its senior lender, GemCap Solutions, LLC ("**GemCap**" or the "**Senior Lender**"), under its revolving loan facility (the "**Revolving Loan Facility**") regarding alleged events of default by Loop Media and its wholly-owned subsidiary, Retail Media TV, Inc. ("**RMTV**" and collectively with Loop Media, the "**Company**"), under the loan documents relating to the Revolving Loan Facility (the "**Loan Documents**"). The Company filed a lawsuit in the United States District Court for the Western District of Texas San Antonio Division (the "**US District Court**") on November 13, 2024, seeking relief against GemCap for breach of contract and breach of implied duty of good faith and fair dealing, and an Application for an Emergency Temporary Restraining Order and Preliminary Injunction seeking preliminary injunctive relief to prevent GemCap from exercising or continuing to exercise its default remedies under the Loan Documents (the "**Federal Court Lawsuit**"). On November 15, 2024, the US District Court issued an order (the "**US District Court Order**") regarding the Company's application for preliminary injunctive relief, granting in part the Company's application, temporarily enjoining GemCap from auctioning the personal property of the Company, but denied the application in all other respects.

Following receipt of notice that the US District Court lacked subject matter jurisdiction to hear the Company's Federal Court Lawsuit, the Company filed a Notice of Voluntary Dismissal in the US District Court and on November 21, 2024, the Company refiled its lawsuit and application for temporary and permanent injunctive relief in the District Court for Bexar County, Texas (the "**State Court Lawsuit**"). On November 25, 2024, GemCap filed a counterclaim against the Company, claiming breach of contract and common law fraud and seeking economic and exemplary damages, as well as fees and costs (the "**GemCap Counterclaim**"). On the same day, the Company was granted a

hearing in the Bexar County District Court in San Antonio, at which the Company's petition for temporary relief was denied (the "Texas State Court Order").

Following the Texas State Court Order, the Company once again entered into settlement negotiations with GemCap, and on November 27, 2024, the parties reached a payoff arrangement pursuant to which the Company agreed to pay to GemCap a total payoff amount, including outstanding principal, accrued interest and fees and a legal reserve, of \$1,644,613.41 (the "Payoff Amount"), and entered into a Settlement Agreement and Mutual Release with GemCap (the "GemCap Settlement Agreement"), effective as of November 27, 2024, pursuant to which, (a) in return for the Payoff Amount, GemCap shall release all security interests in the Company's bank accounts, property and intellectual property and, by notice to all parties who received notice of the public sale of the Company's property and by issuance of a press release, cancel the public sale of the Company's property, and (b) each of the Company and GemCap agree to a full release of all claims and counterclaims related to the GemCap Lawsuit, including the State Court Lawsuit and the GemCap Counterclaim, respectively, and such claims shall be dismissed with prejudice within five days of the effective date of the GemCap Settlement Agreement.

The foregoing description of the GemCap Settlement Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the GemCap Settlement Agreement, attached hereto as Exhibit 10.1, which is incorporated by reference herein.

A copy of the Texas State Order is included herewith as Exhibit 99.1, which is incorporated by reference into this Item 8.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Settlement Agreement and Mutual Release entered into by Loop Media, RMTV and GemCap Solutions, LLC, dated November 27, 2024</u>
99.1	<u>Order Denying Plaintiff's Application for Temporary Restraining Order, issued November 25, 2024</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: November 27, 2024

LOOP MEDIA, INC.

By: /s/ Justis Kao
Justis Kao, Chief Executive Officer

CAUSE NO. 2024-CI-26481

LOOP MEDIA, INC. and
RETAIL MEDIA TV, INC.

Plaintiffs,

v.

GEMCAP SOLUTIONS, LLC,

Defendant.

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IN THE DISTRICT COURT

150TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

Settlement Agreement and Mutual Release

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Plaintiffs Loop Media, Inc. and Retail Media TV, Inc. (collectively “Plaintiff” or “Loop”) and Defendant GemCap Solutions, LLC (“Defendant” or “GemCap”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on or about November 21, 2024, Plaintiff filed a lawsuit styled *Cause No. 2024-CI-26481*; Loop Media, Inc. and Retail Media TV, Inc. v. GemCap Solutions, LLC; in the 150th Judicial District Court, Bexar County, Texas (the “Lawsuit”). At issue in the Lawsuit is that certain Loan and Security Agreement dated July 29, 2022, along with the Loan and Security Agreement Schedule and the Revolver Note and subsequent amendments thereto (the “Loan Agreement”).

WHEREAS, on November 25, 2025, GemCap responded to the Lawsuit and filed a counterclaim (the “Counterclaim”).

WHEREAS, on November 25, 2025, following an evidentiary hearing Loop’s request for a temporary restraining order was denied.

WHEREAS, the Parties desire to enter into this Agreement in order to resolve the claims between the Parties in the Lawsuit and the Counterclaim.

WHEREAS, the Parties intend that the full terms and conditions of their compromise, settlement and future obligations to each other, with regard to the Lawsuit and the Counterclaim be set forth in this Agreement and that this Agreement shall supersede any and all other agreements that may have been entered into by and between the Parties.

WHEREAS, the effective date of this Agreement shall be the date on which it is fully executed by all parties (“Effective Date”).

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

NOW THEREFORE, in consideration of the recitals, payments, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Payments to GemCap: Loop shall pay GemCap a total of \$1,644,613.41, one million six hundred forty-four thousand six-hundred thirteen dollars and forty-one cents (the “Payoff Amount”) by November 27, 2024 (the “Payoff Date”), as more particularly described in that certain Payoff Letter dated on or about the date hereof. Such payment shall be made by federal funds wire transfer the Payoff Amount (in immediately available funds) to:

GemCap Solutions, LLC
9901 I.H. 10 West,
Suite 800
San Antonio, TX 78230
310-593-9140

Bank Name: _____

Account Number: _____

Routing Number: _____

If the Payoff Amount is received after 2:00 pm CST on the Payoff Date the per diem fee shall be \$693.55 **per day**.

2. Escrow of Documents by GemCap. Concurrently with the execution of this Settlement Agreement and Mutual Release. GemCap shall complete and sign the following:

- a. UCC-3 Termination - Loop Media;
- b. UCC-3 Termination - Retail Media;
- c. Auction Cancellation Press Release;
- d. Notice of Cancellation of Secured Party Sale;
- e. DACA Termination # _____;
- f. DACA Termination # _____;
- g. DACA Termination # _____ and/or _____; and
- h. Termination of Trademark Security Interest

Both Parties shall sign the November 27, 2024, Payoff Letter.

These documents shall be held in escrow by attorneys Michael Berens and Liz Boydston and shall be released upon GemCap's confirmation of receipt of the Payoff Amount in immediately available funds as described in paragraph one above.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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3. Legal Reserve. The Payoff Amount in paragraph one above includes a Legal Reserve in the amount of \$225,000.00. Sixty days following the Effective Day, Loop will be reimbursed any funds which remain in the Legal Reserve following the payment of all legal fees and expenses incurred by GemCap.

4. Mutual Release.

a. Plaintiff Release Defendant. Upon receipt of the Escrowed Documents and the Terminations of the DACAs in Sections 2 (e), (f) and (g), Plaintiff releases Defendant and its past, present and future agents, shareholders, members, affiliates, parents, subsidiaries, officers, directors, insurers, attorneys, predecessors, successors, heirs, executors and assigns, from any and all claims, causes of action, or obligations of any kind or nature whatsoever, from the beginning of the world to the Effective Date of this Agreement, which are now known or could have been known, arising in whole or in part from the allegations or transactions made the basis of the Lawsuit and/or Counterclaim, including but not limited to the Loan Agreement. Notwithstanding the foregoing, this release does not apply to the enforcement of the terms of this Agreement.

b. Defendant Releases Plaintiff. Upon receipt of the Payoff Amount and the Terminations of the DACAs in Sections 2 (e), (f) and (g), Defendant hereby releases Plaintiff and its past, present and future agents, shareholders, affiliates, parents, subsidiaries, officers, directors, insurers, attorneys, predecessors, successors, heirs, executors and assigns, from any and all claims, causes of action, or obligations of any kind or nature whatsoever, from the beginning of the world to the Effective Date of this Agreement, which are now known or could have been known, arising in whole or in part from the allegations or transactions made the basis of the Lawsuit and/or Counterclaim, including but not limited to the Loan Agreement. Notwithstanding the foregoing, this release does not apply to the enforcement of the terms of this Agreement.

5. Return of Plaintiffs' Funds if Terminations of the DACAs in Sections 2 (e), (f) and (g) are not effective on November 27, 2024 If the Terminations of the DACAs in Sections 2 (e), (f) and (g) are not effective before 5:00 p.m. PST on November 27, 2024 and Plaintiff's funds are swept to Defendant on November 27, 2024 or any date thereafter, Defendant will return 100 percent of any and all swept funds (plus any interest related thereto, but minus any wiring fees) the next business day subject to and in accordance with Section 4 of the Payoff Letter.

6. Costs of the Lawsuit. To the extent not already provided for in this agreement or the Loan Agreement, each Party shall bear its own expenses and attorneys' fees of the Lawsuit and Counterclaim.

7. Dismissal with Prejudice. All claims which were brought or could have been brought shall be dismissed with prejudice within five (5) business days of the Effective Date of this Agreement. Counsel for the Parties shall execute an Agreed Motion to Dismiss and Agreed Order of Dismissal With Prejudice which is attached hereto as Exhibit A in conjunction with the Effective Date of this Agreement.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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8. Governing Law and Venue. This Agreement shall be exclusively governed by and construed according to the laws of the State of Texas. Venue for determination of any dispute arising under or related to this Agreement shall lie exclusively with the District Court of Bexar County, Texas.

9. General Representations and Warranties. Each Party hereby expressly warrants and represents that: (i) it has authority to act for itself or the lawful owner of its respective claims herein; (ii) it has full power and express authority to settle the claims as set forth in this Agreement; (iii) it has not made any assignment or transfer of the claims as set forth in this Agreement, including but not limited to assignment or transfer by subrogation or by operation of law; (iv) it knows of no person or entity that intends to assert a claim by, through, under, or on behalf of such Party against another Party; (v) it is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; (vi) it is represented and has been advised by independent counsel in connection with this Agreement, which such Party executes wholly voluntarily and of its own choice, volition, judgment, belief and knowledge, after consultation with such counsel and not under coercion or duress; (vii) it has made its own investigation of the facts and is relying solely upon its own knowledge and the advice of its counsel; and (viii) it knowingly waives any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon existing facts either known or reasonably ascertainable. The Parties agree and stipulate that each Party is relying upon these representations and warranties in entering into this Agreement.

10. Confidentiality. It is further understood and agreed that the Parties to the Agreement shall not disclose, comment on, or publish in any manner, to any person, association or entity, the underlying facts or nature of this dispute, the proceedings, this Agreement, or the terms and conditions of this settlement, except as expressly authorized and agreed to herein. Nothing herein shall prohibit the Parties from disclosing the underlying facts or nature of this dispute, the proceedings, this Agreement, or the terms and conditions of this settlement should such disclosure be required:

- a. for the preparation of the respective tax returns;
- b. to enforce the terms or conditions of this Agreement and of the settlement reached between the Parties;
- c. to meet any professional or business reporting requirements;
- d. to meet federal securities reporting obligations;
- e. to obtain the advice of their respective legal counsel; or
- f. by court order or statute, including, but not limited to, the Texas Public Information Act.

11. Mutual non-disparagement. Defendant agrees that it will not personally make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or the public about Plaintiff or any person or entity affiliated with Plaintiff; and

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Page 4 of 13

Plaintiff agrees that it will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or the public about Defendant.

12. Entire Agreement. This Agreement contains and constitutes the entire agreement and understandings of the Parties and supersedes as of the Effective Date all prior negotiations, discussions, undertakings or agreements of any sort whatsoever, whether oral or written, or any claims that might have ever been made by one Party against any opposing Party. There are no representations, agreements, or inducements except as set forth expressly and specifically in this Agreement.

13. Amendments in Writing. This Agreement may only be amended or modified by a written instrument that has been executed by the Parties and that unequivocally indicates the Parties' intention to modify this Agreement. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement.

14. No Author. All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length, with assistance of the attorneys and appropriate representatives of the Parties' choosing, and to mutual agreement, with consideration by and participation of each, and no Party shall be deemed the scrivener of this Agreement.

15. Construction. Words used in the Agreement of any gender or neuter shall be construed to include any other gender or neuter where appropriate. Words used in this Agreement that are either singular or plural shall be construed to include the other where appropriate.

16. Captions and Headings. The Parties agree that the captions and headings contained in this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.

17. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any and all of which may contain the signatures of less than all the Parties and all of which shall be construed together as a single document. Each counterpart shall be fully effective as an original when all of the Parties have executed this Agreement. A copy of this Agreement or of any signature hereto will have the same force and effect as an original.

18. No Admission. Neither the execution of this Agreement nor compliance with its terms, nor the consideration provided for herein, shall constitute or be construed as an admission of any fault, wrongdoing or liability whatsoever on the part of any of the Parties, or any of their agents, attorneys, representatives, or employees, but is in full settlement of disputed issues, and all such liability is expressly denied.

19. Signatures and Binding Authority. The Parties signify consent to this Agreement by their signatures below. Each signatory for any legal entity represents and warrants that he or she has full power and authority to legally bind such entity to this Agreement.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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IN WITNESS THEREOF, and intending to be legally bound, each of the undersigned Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

STATE OF TENNESSEE

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COUNTY OF WILLIAMSON

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LOOP MEDIA, INC.

Printed Name: /s/ Justis Kao
Justis Kao
Its: Interim Chief Executive Officer
Dated: November 27, 2024

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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IN WITNESS THEREOF, and intending to be legally bound, each of the undersigned Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

STATE OF TENNESSEE

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COUNTY OF WILLIAMSON

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RETAIL MEDIA, INC.

Printed Name: /s/ Justis Kao
Justis Kao
Its: President
Dated: November 27, 2024

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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IN WITNESS THEREOF, and intending to be legally bound, each of the undersigned Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

STATE OF TEXAS

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COUNTY OF BEXAR

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GEMCAP SOLUTIONS, LLC

Printed Name: /s/ David Ellis
David Ellis
Its: Co-President
Dated: November 27, 2024

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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CAUSE NO. 2024-CI-26481

LOOP MEDIA, INC. and
RETAIL MEDIA TV, INC.

Plaintiffs,

v.

GEMCAP SOLUTIONS, LLC,

Defendant.

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IN THE DISTRICT COURT

150TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AGREED MOTION TO DISMISS WITH PREJUDICE

COME NOW Plaintiffs Loop Media, Inc. and Retail Media TV, Inc. (“Plaintiffs” or collectively “Loop”), and GemCap Solutions, LLC (“GemCap” or “Defendant”) (collectively the “Parties”) and file this, their *Agreed Motion to Dismiss with Prejudice*, and, in support thereof, respectfully show the Court as follows:

On or about November 21, 2024, Plaintiffs filed a lawsuit styled *Cause No. 2024-CI-26481*; Loop Media, Inc. and Retail Media TV, Inc.; 150th Judicial District Court, Bexar County, Texas (the “Lawsuit”) and sought a Temporary Restraining Order. On November 25, 2024, Defendant filed its Original Answer and Original Counterclaim to Plaintiff’s Original Verified Petition and Application for Temporary Restraining Order and Permanent Injunction. Plaintiffs and Defendant have entered into a Settlement Agreement and Mutual Release resolving *Cause No. 2024-CI-26481*. The Parties are desirous that the Court enter an Order dismissing with prejudice the claims asserted by Plaintiffs and Defendant in connection with the above-entitled and numbered proceeding.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Loop Media, Inc., and Retail Media TV, Inc., and Defendant GemCap Solutions, LLC pray that the Court dismiss all claims asserted by the parties against each other with prejudice and for such other and further relief to which they are entitled.

Respectfully submitted,

Jackson Walker LLP
1900 Broadway, Ste. 1200
San Antonio, Texas 78215
Telephone: 210-978-7761
Facsimile: 210-242-4646

By: /s/ Julia Mann
Julia W. Mann
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Erica B. Giese
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West Bakke
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ATTORNEYS FOR PLAINTIFF GEMCAP SOLUTIONS, LLC

GUTNICKI LLP

By: /s/ Liz Boydston
Liz Boydston (SBN 24053684)
Alexandria Rahn (SBN 24110246)
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Dallas, Texas 75231
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arahn@gutnicki.com

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. 2024-CI-26481

LOOP MEDIA, INC. and
RETAIL MEDIA TV, INC.

Plaintiffs,

v.

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IN THE DISTRICT COURT

150TH JUDICIAL DISTRICT

Defendant.

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AGREED ORDER TO DISMISS WITH PREJUDICE

On this day came on to be heard Plaintiffs Loop Media, Inc., and Retail Media TV, Inc. (“Plaintiffs” or collectively “Loop”), and GemCap Solutions, LLC (“GemCap” or “Defendant”) *Agreed Motion to Dismiss*.

Based upon review of the pleadings and the agreement of the parties, it is ORDERED ADJUDGED AND DECREED that all causes of action and counterclaims that are or could be asserted in this matter are hereby DISMISSED WITH PREJUDICE.

The Parties are to bear their own costs and expenses.

DATE: _____

PRESIDING JUDGE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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APPROVED AS TO FORM:

Jackson Walker LLP
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San Antonio, Texas 78215
(210) 978-7700
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By: /s/ Julia Mann
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ATTORNEYS FOR DEFENDANT

GUTNICKI LLP

By: /s/ Liz Boydston
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Alexandria Rahn (SBN 24110246)
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ATTORNEYS FOR PLAINTIFFS

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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CAUSE NO. 2024CI26481

LOOP MEDIA, INC. AND RETAIL
MEDIA TV, INC.
Plaintiffs,

v.

GEMCAP SOLUTIONS, LLC,
Defendant

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IN THE DISTRICT COURT

408TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**ORDER DENYING PLAINTIFFS' APPLICATION FOR
TEMPORARY RESTRAINING ORDER**

On November 25, 2024, the Court considered Plaintiffs Loop Media, Inc. and Retail Media TV, Inc.'s Application for Temporary Restraining Order ("Application"). The Court, having considered the Application, arguments, and evidence, as well as responses, pleadings, and papers on file, is of the opinion that the Application should be DENIED. It is therefore,

ORDERED that Plaintiff's Application for Temporary Restraining Order is DENIED.

~~Plaintiff's Application for Temporary Injunction shall be heard on December 3, 2024 at 9:00 a.m. in the Bexar County Presiding Court.~~

Signed this 25th day of November, 2024


PRESIDING JUDGE

