

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

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IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant”), files this **Notice of Appeal** pursuant to the Texas Rules of Appellate Procedure. Movant appeals this Court’s failure to rule on his **Motion to Intervene**, filed on November 11, 2024 (attached hereto as Exhibit A). Movant asserts that at this juncture and following related questions to Court staff since filing of the motion, the Court’s failure to set a hearing and/or issue a ruling on his Motion to Intervene constitutes a de facto denial of the motion and since, has significantly and severely prejudiced Movant’s rights and interests, has subjected Movant to a continuation of retaliatory conducts on the part of AFG and it’s counsel Scheef and Stone, LLP, exacerbating Movant’s financial and other damages.

I. BASIS FOR APPEAL

1. Movant filed a Motion to Intervene in this action on November 11, 2024, seeking leave of the Court to protect his rights and substantial interest in the claims and defenses at issue and to bring additional related claims to breach of contract and other claims already at issue.

2. Despite the passage of nearly two months, this Court has not issued a ruling on Movant's Motion to Intervene. This inaction has effectively denied Movant's right to participate in the litigation, exacerbating his damages, and depriving him of due process and the opportunity to assert his claims and defenses.

3. Under Texas law, a denial of a Motion to Intervene is a final and appealable order. Movant contends that the lack of a ruling is equivalent to a denial, justifying appellate review.

4. Movant intends to seek appellate review of this Court's failure to rule on his Motion to Intervene and he reserves all rights, particularly the right to amend this appeal if and when the Court schedules a hearing and/or issues a ruling on his Motion to Intervene.

II. PROTECTIVE FILING

5. This Notice of Appeal is filed protectively to preserve Movant's rights and to ensure that any appealable issues are not waived by inaction.

6. Movant acknowledges that the appellate process may remain pending until the resolution of the underlying case involving the existing parties, and Movant agrees to comply with all procedural requirements to facilitate appellate review.

III. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully provides notice of his intent to appeal to the appropriate appellate court. Movant seeks appellate review of this Court's failure to rule on his Motion to Intervene and any related matters, and requests all relief to which he may be entitled:

Respectfully submitted,

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

IV. EXHIBITS

EXHIBIT A

A Copy of Movant's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

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IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between **AFG** and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA , as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an “Exclusive Reseller Agreement” (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Ummm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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TYLER J. LUCK,	}	
	}	
Defendants.	}	

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

017-352358-24

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

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GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

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IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
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Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

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Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick
Mr. Maurice Fitzpatrick
Intervenor
Phone: (214) 694-1551
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Envelope ID: 95870923

Filing Code Description: Notice of Appeal

Filing Description: Movant's Notice of Appeal

Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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