

CAUSE NO. 048-352249-24

AUTOMOTIVE FINANCIAL GROUP,
INC.,*Plaintiff,*

vs.

TRAVIS GATES,

Defendant.§
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IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

MOTION TO CONSOLIDATE**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff Automotive Financial Group, Inc. (“**Plaintiff**” or “**AFG**”), in the above entitled and numbered cause, by and through counsel, and files its Motion to Consolidate (the “**Motion**”) and requests that this Court consolidate into this case the lawsuit styled *AFG Companies, Inc. v. Genuine Lifetime, LLC, and Tyler J. Luck*, Cause No. 017-352358-24, filed with the 17th Judicial District of Tarrant County, Texas, on April 30, 2024, and in support would show the Court as follows:

I.
INTRODUCTION

Genuine Lifetime, LLC (“**Genuine Lifetime**”) and Tyler Luck (“**Luck**”) (together, the “**Genuine Lifetime Defendants**”), along with Defendant Travis Gates (“**Gates**”), seek to force the Court to try the same case twice, in the same courthouse, on two different floors.

Cause Number 048-352249-24 (the “**Gates 48th Case**”), filed April 25, 2024, is an action regarding Travis Gates’ employment with AFG, including his involvement in the dealings between AFG and Brand Engagement Network, Inc. (“**BEN**”). Cause Number 017-352358-24 (the “**Genuine Lifetime 17th Case**”) (together with the Gates 48th Case, the “**Cases**”), filed April 30,

2024, is an action for breach of contract regarding an October 17, 2023, Loan Agreement between AFG Companies, Inc. and Genuine Lifetime, LLC regarding the purchase of shares of BEN, Inc.

As discovery has progressed in both the Cases, it has become evident that the events underlying each case are inextricably intertwined. Both Cases involve the same subject matter, parties, and common issues of law and fact. Finally, AFG has recently learned that a new party, Shawn Lucas (“**Shawn Lucas**”), must be added as a new defendant in both Cases; without Lucas’ presence, complete relief cannot be accorded among those already parties. The same witnesses and much of the same evidence will be presented in both Cases. Accordingly, consolidation of the matters is necessary.

II.

ARGUMENTS & AUTHORITIES

Under the Texas Rules of Civil Procedure a court may consolidate cases pending before a court when they involve “a common question of law or fact” and consolidation will not result in prejudice to the parties. TEX. R. CIV. P. 174(a). “The trial court may consolidate actions that relate to substantially the same transaction, occurrence, subject matter, or question.” *In re Gulf Coast Business Development Corp.*, 247 S.W.3d 787, 794 (Tex. App.—Dallas 2008, no pet.) (citing *Crestway Care Ctr., Inc. v. Berchelmann*, 945 S.W.2d 872, 873-74 (Tex. App.—San Antonio 1997, orig. proceeding)). Consolidated actions should be related so that the evidence presented will be “material, relevant, and admissible in each case.” *Id.* (citing *Owens-Corning Fiberglas Corp. v. Martin*, 942 S.W.2d 712, 7136 (Tex. App.—Dallas 1997, no pet.)).

A. THE CASES CONTAIN COMMON QUESTIONS OF LAW AND FACT.

1. AFG’s and Gates’ Claims in the Gates 48th Case.

On March 28, 2025, AFG filed its First Amended Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction. Therein, AFG alleged that

Defendant Travis Gates breached his confidentiality agreement with AFG and disclosed AFG's proprietary business processes, services and methods (the "**Confidential Information**"), having taken the same with him following his employment with AFG. [First Am. Pet. ¶¶ 14–15]. This Confidential Information included information obtained from AFG's cybersecurity vendor, Integris, shortly before Gates' abrupt resignation. [First Am Pet. ¶ 15]. Gates' disclosure of the Confidential Information extended to a publication named Automotive News, which in turn published an article containing highly confidential and privileged information pertaining to, among other things, AFG's internal response to a ransomware attack AFG suffered in 2023. [First Am. Pet. ¶ 15; Ex. A-2 (Automotive News Report)]. Notably, Automotive News expressly named Gates as its source for the report. [Ex. A-2 ("Gates provided Automotive News with multiple internal emails from AFG Cos, the parent of AFG Technologies and CareGard, which described the breach and the company's response.")]. Moreover, Automotive News published highly sensitive and confidential communications between AFG's principals, including quoted communications involving Gates and Lucas, who have both since admitted to publicly disclosing the same. [See Ex. A-2; Ex. A-1 (Shawn Lucas Affidavit) ¶ 31¹ (admitting to retaining the same Confidential Information, which was then filed in part as an exhibit in the Genuine Lifetime 17th Case)].

On April 23, 2025, Gates filed his 2nd Amended Third-Party Petition Against Ralph Wright Brewer III and Automotive Financial Group. Therein, Gates alleges that AFG and Ralph Wright Brewer III ("**Brewer**") illicitly concealed the ransomware attack from BEN Inc., violated the Gramm-Leach-Bliley Act, and failed to comply with a variety of regulations. [Sec. Am. Third-

¹ Shawn Lucas' affidavit is numbered with paragraphs 1–37 and then, on page 14, restarts its numbering at paragraph 20. Where necessary, AFG will clarify the paragraph referenced in a footnote.

Party Pet. ¶¶ 17, 18]. Gates alleges that AFG filed suit in the Gates 48th Case to “retaliate against Gates for his lawful dissemination of information regarding the breach, protected speech to Automotive News regarding the breach and acquisition of his rightful shares in BEN, Inc.” [Sec. Am. Third-Party Pet. ¶ 32]. Gates further alleges that AFG entered into an Exclusive Reseller Agreement with BEN without disclosing the ransomware attack, so as to further AFG’s grand scheme to engage in illicit stock trading. [Sec. Am. Third-Party Pet. ¶¶ 36–41].

Gates also alleges that “on March 7, 2024, Brewer convened a clandestine off-site executive meeting at 8343 Hilltop Road, Argyle, Texas, ominously titled ‘AFG Executive Vision Meeting’ to conspire with others to compete against BEN.” [Sec. Am. Third-Party Pet. ¶ 40]. Gates goes on to allege that “During this meeting Brewer unveiled a five-year plan centered on creating a new entity to compete against BEN, its new business partner, known as ‘Pathwai.’ Specifically Pathwai was designed to compete against BEN in the automotive AI market. Brewer openly declared ‘war on’ BEN as AFG C’s direct competition.” [Sec. Am. Third-Party Pet. ¶ 40]. As a result thereof, Gates alleges that AFG and Brewer caused the value of Gates’ shares of BEN to reduce in value. [Sec. Am. Third-Party Pet. ¶ 46].

Premised on these and other allegations, Gates asserted claims against AFG and Brewer for retaliation, breach of contract, constructive discharge, and violations of section 10(b) of the Exchange Act and Rule 10b-5.

2. *AFG’s, Genuine Lifetime’s, and Tyler Luck’s Claims in the Genuine Lifetime 17th Case.*

In the Genuine Lifetime 17th Case, AFG asserts claims against Genuine Lifetime and Tyler Luck (“**Luck**”) (together, the “**Genuine Lifetime Defendants**”) for failure to perform under a variety of loan and guaranty agreements. Genuine Lifetime and Luck, in turn, have asserted a variety of affirmative defenses that largely mirror the claims made by Gates.

For example, as an affirmative defense to AFG’s claims, the Genuine Lifetime Defendants have asserted fraud on behalf of AFG. In the Genuine Lifetime Defendants’ Response to Plaintiff’s Partial No-Evidence Motion for Summary Judgment, the Genuine Lifetime Defendants’ allege that AFG and Brewer fraudulently represented to the Genuine Lifetime Defendants and BEN that AFG had robust data security protocols, and cite the 2023 ransomware attack as proof that this was a misrepresentation. [Ex. A-1 ¶ 26²]. Indeed, the Genuine Lifetime Defendants cite the same Automotive News report for which Gates was a source and attached the same as evidence. [Ex. A-1 ¶ 26³]. The Genuine Lifetime Defendants further allege that AFG illicitly covered up the ransomware attack in violation of various laws and regulations, including the Gramm-Leach Bliley Act. [See Ex. A-1 ¶¶ 11, 29, 32–35⁴].

According to the Genuine Lifetime Defendants, these allegations substantiate their claims that AFG and Brewer fraudulently induced the Genuine Lifetime Defendants into borrowing money to purchase shares of BEN as part of a grand scheme to engage in illicit stock trading and then harm BEN to the Genuine Lifetime Defendants’ detriment. [See Ex. A-1 ¶¶ 26, 31, 36, 38⁵].

In support of these claims, Shawn Lucas alleged, “On March 7, 2024, Wright Brewer then convened a clandestine off-site executive meeting at 8343 Hilltop Road, Argyle, Texas ominously titled ‘AFG Executive Vision Meeting’ to conspire with others to compete against BEN.” [Ex. A-1 ¶ 26⁶]. This allegation underlying the Genuine Lifetime Defendants’ defenses is *verbatim* the same allegation underlying Gates’ Third-Party Petition against AFG and Brewer. Lucas further testified, “During this meeting, Wright Brewer unveiled a five-year plan centered on creating a

² This citation is to the *first* paragraph 26.

³ This citation is to the *first* paragraph 26.

⁴ This citation is to the *first* paragraphs 29 and 32–35.

⁵ This citation is to the *second* paragraphs 26, 31, 36, and 38.

⁶ This citation is to the *second* paragraph 26.

new entity to compete against BEN, its new business partner, known as ‘Pathwai.’ Specifically, Pathwai (now DaidaX) was designed to compete against BEN in the automotive AI market. Brewer openly declared ‘war on’ BEN as AFG’s direct competition.” [Ex. A-1 ¶ 26⁷]. Again, Gates’ claims rely on the same allegations, using the exact same language—scare quotes and all—as the Genuine Lifetime Defendants’ summary judgment evidence. The following table demonstrates the similarity of their claims, with the overlapping language highlighted:

Shawn Lucas’ Affidavit (in the Genuine Lifetime 17th Case)	Gates’ 2nd Amended Third-Party Petition (in the Gates 48th Case)
<p>26. On March 7, 2024, Wright Brewer then convened a clandestine off-site executive meeting at 8343 Hilltop Road, Argyle, Texas ominously titled “AFG Executive Vision Meeting” to conspire with others to compete against BEN.</p> <p>27. During this meeting, Wright Brewer unveiled a five-year plan centered on creating a new entity to compete against BEN, its new business partner, known as “Pathwai.” Specifically, Pathwai (now DaidaX) was designed to compete against BEN in the automotive AI market. Brewer openly declared “war on” BEN as AFG’s direct competition. This declaration came despite the</p>	<p>40. On information and belief, on March 7, 2024, Brewer convened a clandestine off-site executive meeting at 8343 Hilltop Road, Argyle, Texas ominously titled “AFG Executive Vision Meeting” to conspire with others to compete against BEN. During this meeting, Brewer unveiled a five-year plan centered on creating a new entity to compete against BEN, its new business partner, known as “Pathwai.” Specifically, Pathwai was designed to compete against BEN in the automotive AI market. Brewer openly declared “war on” BEN as AFG C’s direct competition. This declaration came despite the fact that Brewer had already reaped significant</p>

⁷ This citation is to the *second* paragraph 26.

fact that Wright Brewer had already reaped significant personal financial gains from his BEN stock holdings.	personal financial gains from his BEN stock holdings.
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[Compare Ex. A-1 ¶¶ 26, 27⁸ with Gates' Sec. Am. Third-Party Pet. ¶ 40]. Curiously, the Lucas Affidavit was not executed until July 23, 2025, three months after Gates filed his 2nd Amended Third-Party Petition; it is evident that Gates and Lucas are coordinating their claims.

3. *The Discovery and Trials Will Involve Substantially the Same Evidence and Witnesses.*

The factual allegations underlying both Cases are substantially the same and, at times, verbatim copies. The evidence that will be presented in each of the Cases, and the witnesses that will be called, are also largely the same. For example, the parties have disclosed Amanda Teichman, David Duggan, Jason DeLaporte, Keith Cooper, and Erick Roberts as persons with knowledge, meaning likely witnesses, in both Cases. [See Ex. A-3; Ex. A-4].

Likewise, there have been several common areas of discovery in the Cases. As just a few examples, both the Genuine Lifetime Defendants and Gates have sought extensive and overlapping discovery into the ransomware attack, AFG's response to the attack, AFG's compliance with laws and regulations pertaining to cybersecurity, and AFG's dealings with federal law enforcement and regulatory authorities. [Compare Ex. A-5 (Genuine Lifetime's First Set of Discovery Requests), RFP Nos. 41–46 and RFA Nos. 17, 18, 21, 24–26 with Ex. A-6 (Gates' First Request for Admissions to Automotive Financial Group, Inc.) RFP Nos. 17–23, 26, 27, 35, 36, 38 and Ex. A-

⁸ This citation is to the *second* paragraphs 26 and 27.

7 (Gates First Request for Admissions to Automotive Financial Group, Inc.) RFA Nos. 28—43, 52–59, 61–85, 89, 90].

The discovery sought by the Genuine Lifetime Defendants and Gates are essentially the same for a reason; there are numerous common factual and legal issues underlying both Cases, including:

- AFG’s handling of the ransomware attack,
- AFG’s financing, relationship, and dealings with BEN,
- AFG’s actions in relation to owned BEN stock,
- AFG’s alleged competition with BEN through Pathwai and/or DaidaX,
- Gates’ and Lucas’ improper retention and disclosure of confidential and privileged materials, and
- the impact of Gates’ and Lucas’ improper disclosure on AFG.

The evidence presented in relation to the above issues will be material, relevant, and admissible in each of the Cases. Given the substantial overlap in factual and legal issues, the Court should consolidate the Cases.

4. *The Imminent Addition of Shawn Lucas to Both Cases Creates More Commonality.*

Shawn Lucas, a former consultant working on behalf of AFG, has since joined Genuine Lifetime as a high ranking executive. [Ex. A-1 ¶ 1]. Through the course of AFG’s deposition of Genuine Lifetime, for which Lucas was designated as a corporate representative, AFG became aware that Lucas had done *exactly* what Gates did, and for the same reason. Specifically, Lucas retained highly confidential and privileged materials after leaving AFG and subsequently disclosed those materials to third parties. [See generally, Ex. A-1]. Lucas’ apparent motive, given his prior involvement with Genuine Lifetime, his new employment, and his familial connections (Lucas is the brother of Michael Lucas, the husband of Genuine Lifetime CEO Tyler Luck), was to benefit

Genuine Lifetime and his family at the expense of AFG. [Ex. A-1 ¶¶ 9, 31⁹ (“Wright Brewer approved of a burner e-mail for me and instructed me to delete the email after this was all done, for which I have not and still to this day have all those emails in my GMAIL.”)].

Like Gates, Genuine Lifetime owns a substantial portion of BEN stock. [Ex. A-1 ¶ 36¹⁰]. Like Gates, Lucas has a material interest in seeing BEN succeed and its stock price appreciate. Genuine Lifetime and Tyler luck are now using the same misappropriated Confidential Information and the Automotive News report to justify Genuine Lifetime’s failure to repay a loan granted by AFG to facilitate Genuine Lifetime’s purchase of BEN stock. [Ex. A-1 ¶¶ 26¹¹, 38]. While further discovery is needed, AFG has cause to believe that Gates’ and Lucas’ misappropriation and disclosure of AFG’s confidential and privileged materials was connected and coordinated by both Gates and Lucas.

Prior to this Motion, the Genuine Lifetime Defendants conceded that the Cases are intertwined. The Genuine Lifetime Defendants have listed Gates as a person with knowledge in their disclosures:

Travis Gates c/o Jason Blackstone, attorney Buchalter 100 Crescent Court Dallas, Texas 75201	Witness with knowledge of relevant facts in this case
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[Ex. A-3 p. 8 (Genuine Lifetime Defendants’ First Amended Disclosures)]. Likewise, Lucas testified that AFG had filed a motion to quash “in a related case in Tarrant County with AFG Technology’s ex-President Travis Gates.” [Ex. A-1 ¶ 31¹²]. Put simply, the claims by and against

⁹ This citation is to the *first* paragraph 31.

¹⁰ This citation is to the *second* paragraph 36.

¹¹ This citation is to the *second* paragraph 26.

¹² This citation is to the *first* paragraph 31.

Lucas and the Genuine Lifetime Defendants are inextricably intertwined with the claims against Gates. Thus, there are common issues of law and fact necessitating consolidation of the Cases.

B. CONSOLIDATION IS NECESSARY—NOT PREJUDICIAL—TO THE PARTIES.

Prejudice may not be presumed, but must be demonstrated. *Lone Star Ford, Inc. v. McCormick*, 838 S.W.2d 734, 738 (Tex. App.—Houston [1st Dist.] 1992, writ denied). Here, there is no risk that consolidation will prejudice the parties. Indeed, consolidation will create a more efficient resolution because these actions stem from substantially the same subject matter regarding the same players (AFG, BEN, Michael Lucas, Shawn Lucas, Travis Gates, and Genuine Lifetime) and involve the same underlying issues, as addressed above.

Failing to consolidate, however, risks substantially prejudicing the parties in the Cases. Were the Cases tried separately, the common issues of law and fact addressed herein would be tried twice with potentially two different outcomes. Under the doctrine of res judicata, the first case to go to trial would likely govern the outcome of the second case, much to the prejudice of the parties to the second case.¹³ Moreover, risk of inconsistent rulings would be highly prejudicial to AFG and Brewer. For example, rulings regarding the privileged and/or highly confidential nature of the Confidential Information in the Gates 48th Case may contradict rulings on the same Confidential Information in the Genuine Lifetime 17th Case. Likewise, the jury in the Genuine Lifetime 17th Case could find AFG's transactions pertaining to its shares of BEN stock were entirely proper, thereby undermining the Genuine Lifetime Defendants' fraud and other affirmative defenses. At the same time, a jury in the Gates 48th Case could determine that AFG's stock transactions were improper, thereby supporting Gates' claims against AFG. The risk of contradicting rulings or the enforcement of res judicata would be prejudicial to all parties.

¹³ The Genuine Lifetime 17th Case is set to begin trial on October 6, 2025.

Moreover, failing to consolidate the Cases would create an unnecessary duplication of costs. Forcing AFG and Brewer to litigate the common issues between the Cases twice, including calling the numerous witnesses twice, would be unduly prejudicial in light of the commonality of the issues between the Cases. Additionally, the interdependent claims and defenses at issue in the Cases would be *more* confusing to the jury were the Cases to be tried separately and the juries to be deprived of the full story told in a single setting.

Consolidating the Cases would not prejudice any parties, but would promote a complete understanding of the facts of the case and avoid duplicative litigation for the Court and parties. Accordingly, AFG requests the Court grant the Motion.

III. **PRAYER**

WHEREFORE, PREMISES CONSIDRED, Plaintiff Automotive Financial Group, Inc. prays that the Court grant this Motion to Consolidate and order that *AFG Companies, Inc. vs. Genuine Lifetime, LLC, and Tyler J. Luck*, Cause No. 017-352358-24, filed in the 17th Judicial District, Tarrant County, Texas, be consolidated with *Automotive Financial Group, Inc., vs. Travis Gates*, Cause No. 048-352249-24, filed in the 48th Judicial District, Tarrant County, Texas.

Respectfully submitted,

By: /s/ Shauna J. Wright

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

A Zoom telephone conference was held on Monday, September 8, 2025 with Asher Miller and Matt Yarbrough on the merits of this motion. A reasonable effort has been made to resolve the dispute without the necessity of court intervention, and the effort failed. Therefore it is presented to the Court for determination.

/s/ Shauna J. Wright
Shauna J. Wright

CERTIFICATE OF SERVICE

I certify that on September 9, 2025 a true and correct copy of the foregoing was sent to all parties and counsel of record in accordance with Texas Rules of Civil Procedure 21 and 21a.

/s/ Shauna J. Wright
Shauna J. Wright

Exhibit A

CAUSE NO. 048-352249-24

AUTOMOTIVE FINANCIAL GROUP,
INC.,

Plaintiff,

vs.

TRAVIS GATES,

Defendant.

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IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

DECLARATION OF MARY W. BAKER

1. “My name is Mary W. Baker. My date of birth is 4/10/1982, and my office address is 6801 Gaylord Parkway, Suite 400, Frisco, Texas 75034. I have personal knowledge of the matters set forth in this Declaration. I declare under penalty of perjury that the following is true and correct.

2. “I and my firm represent Automotive Financial Group, Inc. in the above-styled and captioned case.

3. “I and my firm also represent AFG Companies, Inc. in Cause No. 017-352358-24, currently pending in the 17th Judicial District Court of Tarrant County, Texas (the “**Genuine Lifetime 17th Case**”).

4. “Attached hereto as **Exhibit A-1** is a true and correct copy of the Affidavit of Shawn Lucas, Executive Vice President of Genuine Lifetime, LLC, executed July 23, 2025 (the “Shawn Lucas Affidavit”). The Shawn Lucas Affidavit was filed as summary judgment evidence attached to the Defendants’ Response to Plaintiff’s No-Evidence Motion for Partial Summary Judgment in the Genuine Lifetime 17th Case. Except as otherwise stated herein, the exhibits attached to the Shawn Lucas Affidavit are omitted herein.

5. “Attached hereto as **Exhibit A-2** is a true and correct copy of an Automotive News report published April 22, 2024. This report was attached as an exhibit to the Shawn Lucas Affidavit in the Genuine Lifetime 17th Case.

6. “Attached hereto as **Exhibit A-3** is a true and correct copy of portions of Defendants Genuine Lifetime, LLC and Tyler Luck’s First Amended Disclosures, served in the Genuine Lifetime 17th Case. True and correct portions thereof are excerpted into the body of the Opposed Motion to Consolidate to which this Declaration is attached. In the interest of brevity, unreferenced pages of this document have been omitted.

7. “Attached hereto as **Exhibit A-4** is a true and correct copy of portions of Automotive Financial Group, Inc.’s Initial Disclosures served in the above-styled and -captioned case. In the interest of brevity, unreferenced pages of this document have been omitted.

8. “Attached hereto as **Exhibit A-5** is a true and correct copy of portions of Defendants Genuine Lifetime, LLC’s First Set of Discovery Requests to Plaintiff AFG Companies, Inc., served in the Genuine Lifetime 17th Case. True and correct portions thereof are attached. In the interest of brevity, unreferenced pages of this document have been omitted.

9. “Attached hereto as **Exhibit A-6** is a true and correct copy of portions of Defendant Travis Gates’ First Request for Production of Documents to AFG Companies Inc. served in the above-styled and -captioned case. In the interest of brevity, unreferenced pages of this document have been omitted.

10. “Attached hereto as **Exhibit A-7** is a true and correct copy of portions of Defendant Travis Gates’ First Request for Admissions to Automotive Financial Group, Inc. served in the above-styled and -captioned case. In the interest of brevity, unreferenced pages of this document have been omitted.”

Executed in Collin County, State of Texas, on the ninth (9th) day of September, 2025.



Mary W. Baker

Exhibit A-1

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

**AFFIDAVIT OF SHAWN LUCAS, EXECUTIVE VICE PRESIDENT OF
GENUINE LIFETIME, LLC**

1. My name is Shawn Lucas. I am over the age of eighteen, of sound mind, and capable of making this affidavit. I have never been convicted of a felony or a crime of moral turpitude. I am currently Executive Vice President of Genuine Lifetime, LLC ("Genuine Lifetime"), a limited liability company formed in the State of Wyoming. I am authorized to make this statement on behalf of Genuine Lifetime for the purposes of this legal matter, and I have personal knowledge of the facts stated herein.

2. Genuine Lifetime, LLC ("Genuine Lifetime") is engaged in providing technology solutions, extended warranty coverage programs, lifetime limited warranties, and service contracts for automotive manufacturers, automotive dealers, parts distributors, tire distributors, wholesale clubs, retail locations, third-party software solution providers, ecommerce platforms, independent repair facilities, and collision repair facilities.

3. In early 2017, I began doing business with Mercedes Benz U.S.A. ("MBUSA"). In approximately January 2020, Genuine Lifetime began doing business with CareGard Warranty Services Inc. ("CareGard"), an automotive warranty business wholly owned by AFG Companies Inc., and its CEO Ralph Wright Brewer III ("Wright Brewer"). Genuine Lifetime brokered a

program between MBUSA and CareGard, whereby CareGard would administer some of Genuine Lifetime's lifetime limited warranties. This initial program was limited to the sale and administration of warranties for wiper blades at MBUSA's dealerships.

4. Over the next two years, the MBUSA program proved to be a great opportunity to expand the Lifetime Limited Warranty products for CareGard and fostered a closer relationship between Genuine Lifetime and CareGard. On October 28, 2021, I signed a Project Advisor Agreement with CareGard Warranty Services Inc. another entity owned by AFG Companies, Inc. ("AFG") and Wright Brewer. On November 30, 2021 I signed a Consulting Agreement with CareGard and continued to consult and advise AFG and its subsidiaries including CareGard, AFG Technologies and owner of DealerLifetime.com and the creator of DealerLifetime for Southeast Toyota Distributors to benefit CareGard, I worked closely with Wright Brewer and all employees of AFG involved in its business transactions, including its dealings with Genuine Lifetime, which I did not work for at the time.

5. On or about September 2021, Genuine Lifetime was approached by Southeast Toyota Distributors ("SET") to replace the existing third-party administrator ("TPA") for battery and axle warranty contracts. Due to the MBUSA program, Genuine Lifetime considered working with CareGard again and offered to broker a deal between CareGard and SET.

6. On August 3, 2022, Genuine Lifetime and CareGard entered into a Broker, Marketing, Product, and License Agreement (the "Original Broker Agreement") that I negotiated for the benefit of CareGard with input and recommendations from Wright Brewer who promised to pay me a fee up to \$1 per every lifetime limited warranty policy issued. A true and correct copy of the Original Broker Agreement is attached as **EXHIBIT A-1**. This agreement replaced all prior contracts and included an indefinite term for all warranty programs going forward. The agreement

contained uniform Performance Award Program ("PAP") terms, which outlined the distribution of Earned Reserves based on the Loss Ratio.

7. In September of 2022, I scheduled a meeting in coordination with Genuine Lifetime to introduce CareGard to SET and broker a Lifetime Limited Warranty Program Master Services Agreement between CareGard and SET. This led to a new business relationship between Genuine Lifetime, CareGard, and SET.

8. By April of 2023, Genuine Lifetime was exploring opportunities in artificial intelligence ("AI") through a tech startup called Brand Engagement Network, Inc. ("BEN"). BEN was formed to create AI assistants for various industries, including automotive and healthcare. In April or May of 2023, during the normal course of Genuine Lifetime's business with AFG, Genuine Lifetime's mentioned to AFG that it was pursuing BEN's AI technology for the automotive vertical. I, as a consultant to AFG, introduced BEN AI to AFG and Wright Brewer on or about May of 2023.

9. I met with BEN co-founders Michael Lucas (my brother) and Tyler Luck in April of 2023 at their home in Rancho Santa Fe, California as they wanted to show me BEN's AI to see if AFG would be interested in using it or selling it in the automotive vertical. When it was shown to Wright Brewer/AFG, Wright was excited and expressed interest in integrating BEN's AI technology into AFG and its subsidiaries AFG Technology and CareGard's systems.

10. By late June of 2023, DHCA had proposed an acquisition of the AFG entities for \$140 million. This integration would involve applying BEN's AI technology to AFG's large volume of sensitive car manufacturer, distributor, and car dealer end-user customer data it had through its business in the automotive industry. Hence, Genuine Lifetime's decision to entertain

AFG's expressed interest in joining the BEN venture was at all times dependent on whether AFG was capable of keeping its data systems secure.

11. On June 9, 2023 the Federal Trade Commission's new Gramm-Leach Bliley Safeguards Rule went into effect, requiring AFG and all of its subsidiaries to have, but not limited to: (a) Information security program to be based on a written risk assessment; (b) Adoption of secure development practices; (c) Data encryption at rest and in transit; (d) Multifactor Authentication; (e) Required audit trails; (f) Secure disposal procedures; (g) Adoption of procedures for change management; (h) Unauthorized activity monitoring; (i) Penetration testing and vulnerability assessments; (j) Employee training and security updates; (k) Periodic assessment of service providers; (l) Incident Response Plan; (m) Written CISO report to the board of directors; (n) Implementation of access controls; (o) A qualified individual to oversee cybersecurity accountability; (p) Adoption of procedures for change management; (q) Requirement to report ransomware attacks to the Federal Trade Commission. When asked, Wright Brewer assured Genuine Lifetime and BEN that AFG's databases were secure and compliant with federal regulations and data security standards. For example, on April 5, 2022, Genuine Lifetime's CEO Micheal Lucas e-mailed Wright Brewer about the harmful effects that certain ransomware attacks had on one of Genuine Lifetime's other business partners, SnapOn. Michael Lucas told Wright Brewer that *"Cyber Security will be on everyone's minds now."* To which, Wright Brewer responded. *"Got it. We will double down on our security."* A true and correct copy of this correspondence between Genuine Lifetime and AFG is attached as **EXHIBIT A-2**. To Genuine Lifetime, security of data systems in this industry was material, and AFG knew this.

12. In early July of 2023 it was determined by DHC Acquisition Corp, BEN and AFG that AFG did not meet the proper audited financials for an acquisition at the time. Wright Brewer

pivoted the acquisition discussions into negotiations about integrating BEN's AI into AFG's systems and having AFG become what would be an "Exclusive Reseller Agreement" of BEN's AI solutions. This contract was negotiated as a professional services contract whereby AFG and all its subsidiaries (including CareGard) would integrate BEN's innovative AI technology into all ongoing dealership systems, including the major dealer agreements in place with Genuine Lifetime. As a part of the Exclusive Reseller Agreement, AFG also promised it would invest in BEN annually over five years as well as purchase a set number of BEN shares. In exchange, AFG received favorable stock purchase terms, and it was able to deepen its partnership with Genuine Lifetime. AFG and BEN thoughtfully negotiated all terms of the Exclusive Reseller Agreement, including matters of data security and non-competition.

13. During these negotiations but before the Exclusive Reseller Agreement was signed, AFG and CareGard signed an amendment to their Original Broker Agreement with Genuine Lifetime in anticipation of this Exclusive Reseller Agreement. On August 18, 2023, Genuine Lifetime and CareGard signed the First Amendment to the Original Broker Agreement, which included modifications to Genuine Lifetime's compensation structure and added stock benefits to AFG upon its signing of the Exclusive Reseller Agreement. A true and correct copy of this agreement is attached as **EXHIBIT A-3**. ("The Parties agree that upon signing of the Exclusive Reseller Agreement between AFG Companies and Brand Engagement Network Inc. [], AFG Companies or their assignees will receive 500,000 shares of Class B Common stock in BEN Inc., that had been issued to Genuine Lifetime LLC, cashless, but at a value of \$1.00 per share.")). Curiously, the amendment stated that these shares to AFG were then to be issued to Wright Brewer and his family members—Tina Brewer (wife), Quad Brewer, possibly Ralph Wright Brewer IV (adult son), Taylor Ann Brewer (adult daughter), and Morgan Sue Brewer (adult daughter).

14. On August 19, 2023, BEN and AFG formally entered the Exclusive Reseller Agreement whereby AFG received 1.75 million shares of public BEN valued at \$17.5M, integrating BEN's AI technology into dealership systems. A true and correct copy of this agreement is attached as **EXHIBIT A-4**. The agreement included restrictive covenants of non-competition during the deal's full 5-year term, including a total prohibition on modifying, translating, reverse engineering, or otherwise building products or services to compete with BEN. Obviously, these safeguards were included because Wright Brewer and AFG were about to become deeply involved with BEN and see its valuable proprietary technology and trade secrets. In sum, AFG made express promises to BEN regarding non-competition and data security, and AFG conveyed these same promises to Genuine Lifetime who was active in these negotiations.

15. Truly, the Exclusive Reseller Agreement served to benefit Genuine Lifetime and CareGard, the parties to the already brokered dealer agreements with SET and MBUSA. With the BEN integration, CareGard's services would be improved, customers' and dealerships' experiences would be improved, and Genuine Lifetime's and CareGard's profits would also grow from increased sales and more automotive parts contracts. Therefore, even though Genuine Lifetime was not a party to this Reseller Agreement between BEN and AFG, Genuine Lifetime was a notable beneficiary with an expectation of interest and was involved in negotiating the Exclusive Reseller Agreement. Wright Brewer and BEN President Tyler Luck (a defendant in this lawsuit) personally signed the Exclusive Reseller Agreement on behalf of their respective companies on August 19, 2023.

16. Following this seminal transaction, the matter of funding BEN's imminent rollout of its systems was next on the list of deals. Also, throughout this process with AFG, BEN was in progress to become a publicly traded business via a Business Combination Agreement ("BCA")

with a SPAC (Special Purpose Acquisition Company). BEN had agreed to merge with DHC Acquisition, Corp. (stock ticker DHCA, now BNAI) which had more than \$40M in its trust account at signing on September 7, 2023.

17. So, on September 7, 2023, AFG and BEN further executed a Subscription Agreement (the "Subscription Agreement") for BEN to secure additional funding from AFG over time. A true and correct copy of the Subscription Agreement is attached as **EXHIBIT A-5**. I was personally involved in negotiating this contract. In the contract signed, BEN promised future issuance, purchase, and delivery of an additional 650,000 initial shares of BEN common stock to AFG. As consideration (and as *essential* funding for BEN's imminent rollout of its systems), AFG promised to make payment of \$6.5 million to BEN, due on March 13, 2024, as the first of four consecutive yearly installments for a total investment into BEN of \$32.5 million. The Subscription Agreement imposed clear, unconditional, and enforceable financial obligations on AFG, including its irrevocable commitment to purchase Initial Shares and subsequent Installment Shares in accordance with the agreed-upon schedule with no offsets. AFG defaulted on the \$26 million and was sued by BEN in the Southern District of New York Federal Court Manhattan Division.

18. On September 29, 2023, AFG and BEN entered a second Subscription Agreement (the "Second Subscription Agreement"). I also personally was involved in negotiating this contract, and a true and correct copy of the Second Subscription Agreement is attached as **EXHIBIT A-6**.

19. By the end of September 2023, BEN had allocated 1.75 million shares (valued at \$10 a share, for a total of \$17.5 million) of its common stock to AFG, subject to completion of the business combination agreement between BEN and DHC Acquisition Corp which would soon become NASDAQ traded BNAI in March of 2024.

20. In October 2023, BEN still needed additional working capital from AFG and approached AFG about accelerating a future payment under the Subscription Agreement. Michael

Lucas was personally involved in communications with Wright Brewer and I to negotiate this advance. Brewer offered to buy out Genuine Lifetime for \$5 million because he told me, “*SET is a home run and we can make millions from this relationship.*” Michael Lucas did not want to sell Genuine Lifetime’s license because he felt the SET relationship was worth millions more once SET moved to add the Lifetime Limited Warranties to their Toyota port installed vehicles. Brewer responded by instead suggesting the parties explore “loan possibilities” involving Genuine Lifetime. Trusting in Brewer’s transparency up until this point and relying on his/AFG’s promises and commitments under the Exclusive Reseller Agreement and subscription agreements to financially support BEN’s expensive launch, Genuine Lifetime and Tyler Luck entered good-faith negotiations on the “loan possibilities” Brewer was envisioning.

21. AFG, through Brewer, represented that it would loan \$4,000,000 to Genuine Lifetime, to directly purchase shares of BEN, all in order to help BEN meet its need for working capital and to support a successful launch in the automotive industry. During negotiations, Wright Brewer and AFG openly represented that the intent for this loan of money was to *support* BEN, protect the parties’ existing investments into BEN, and to accommodate BEN’s sincere requests for funding.

22. These negotiations culminated in the October 17, 2023, loan agreement *between* Genuine Lifetime and AFG which is the subject of Plaintiff’s Original Petition (the “Loan”). A true and correct copy of the Loan is attached as **EXHIBIT A-7**. Under the terms of the Loan, the parties agreed that AFG would lend to Genuine Lifetime, four million dollars (\$4,000,000) upon two conditions which Wright Brewer insisted: (a) **that Genuine Lifetime would only use those funds to purchase shares of BEN before it went public**, and (b) that Genuine Lifetime would

pledge its assets and member interests as collateral for the loan.¹ Additionally, per Wright Brewer's insistence, Tyler Luck had to agree to personally guarantee the Loan, which he did through execution of a guaranty agreement on October 17, 2023 (the "Guaranty"). A true and correct copy of the Loan is attached as **EXHIBIT A-8**. Finally, per Wright Brewer's Genuine Lifetime had to agree to a security agreement (the "Security Agreement") to pledge its assets as a security for payment of the Loan. A true and correct copy of the Security Agreement is attached as **EXHIBIT A-9**.

23. In essence, the Loan made Wright Brewer and AFG insiders to what would be a major multi-million-dollar stock transaction of BEN before it went public. Additionally, Genuine Lifetime's promise to pledge its own assets as a security for a \$4,000,000 that could only be invested in BEN greatly raised the stakes for BEN to have a successful launch and public offering.

24. As promised, Genuine Lifetime used the proceeds of the Loan it received from AFG to purchase 493,333 shares in BEN, making those shares Genuine Lifetime's largest asset. On March 15, 2024, BEN began trading publicly on the NASDAQ under the symbol BNAI. As an investor, Genuine Lifetime then watched BEN use the increased working capital to proceed onward as hoped.

25. However, things ultimately did not go as hoped solely because AFG had defrauded Genuine Lifetime during the negotiations of the Exclusive Reseller Agreement, Loan, Security Agreement, and all other agreements entered in 2023.

26. After BEN began trading publicly on NASDAQ, it was revealed to Genuine Lifetime through Automotive News and several news publications that AFG had actually suffered a data breach on August 13, 2023 (before the Exclusive Reseller Agreement or Loan Agreements

¹ Interest terms were also contained in the Loan.

were entered), which was *concealed* by Wright Brewer and AFG. On April 22, 2024, an article published in Automotive News's finance and insurance column entitled, "CareGard bungled data breach" explained to Genuine Lifetime's horror that on August 13, 2023, Wright Brewer and AFG/CareGard were alerted to a severe data breach from an affiliate with Blackcat, "the second most prolific ransomware-as-a-service variant in the world." A true and correct copy of the publication is attached as **EXHIBIT A-10**. Many more news publications about this data breach and coverup soon followed, immediately resulting in negative public investor sentiment toward BEN in April 2024.

27. Indeed, the attack rendered AFG's systems inoperable and compromised over 105,000 files, including sensitive consumer and dealership data. AFG's controller, Amanda Tettleton, confirmed that more than 105,000 files on AFG servers and employee workstations, including files containing personal information of customers and individual warranty policy holders, had been compromised and encrypted. "Encrypted" means that a threat actor infiltrated a computer network and changed password and security keys so that only the threat actor, here ALPHV, had access to the encrypted files, holding them hostage. ALPHV then sent AFG a ransomware note demanding an extortion payment in return for providing the owner with access to its own computer network.

28. The existence of the data breach is confirmed from several sources, including AFG's SEC attorney, Roger Crabb. On March 25, 2024, before the Automotive News article was published, Genuine Lifetime's corporate counsel, Jim Henderson Jr., e-mailed Mr. Crabb regarding the breach. Mr. Crabb responded, "Yes, AFG Companies suffered a data breach last August. And the company did everything it was supposed to have done, in response. That included properly reporting to the FBI, working with special counsel and the company's insurance carrier,

doing the necessary forensic work, and ultimately hardening the company's systems." A true and correct copy of this correspondence between Genuine Lifetime and AFG is attached as EXHIBIT A-11.

29. Internal AFG communications from August 13 and 14, 2023, confirm that Wright Brewer and AFG attempted to *completely* cover up the existence of the data breach rather than alert the proper authorities. True and correct copies of secret group text correspondence from within AFG on August 13 and 14 are attached as EXHIBIT A-12. On the evening of August 13, 2023, the day AFG discovered the data breach, Wright Brewer informed his team that—rather than inform any of its business partners—"We have to do everything we need to be operational at a normal opening." *Id.* at DEF 1009. AFG's controller, Amanda Tettleton, informed Wright Brewer in response that systems are "fully shut down" - Wright Brewer demanded that "systems be up and running." *Id.* at DEF 921.

30. From there, Wright Brewer instructed his staff to all create "burner e-mails" to temporarily use to correspond regarding the hack and delete after. *Id.* at DEF 1016.

Wright Brewer

Separate one no personal ones

WB

No old ones

Amanda Tettleton

AT

This was setup last night for this purpose.

Bill Bigley

I have this burner email set up:

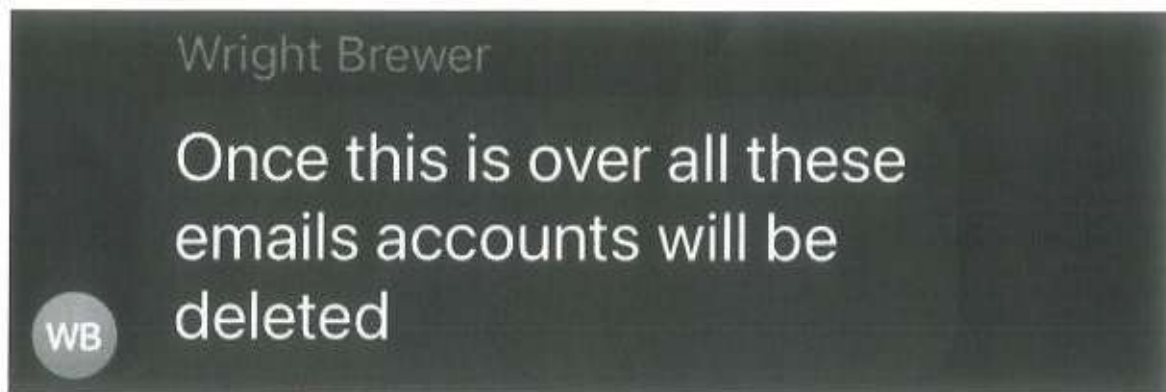
BB

bbigley307@gmail.com

DEF 001016

31. Wright Brewer approved of a burner e-mail for me and instructed me to delete the email after this was all done, for which I have not and still to this day have all those emails in my GMAIL. *Id.* at DEF 1018. Mark Hill, AFG's attorney, filed a motion to quash a subpoena in a related case in Tarrant County with AFG Technology's ex-President Travis Gates. Wright Brewer then instructed this small team to keep this a secret from his own staff. *Id.* at DEF 1017 ("We need to have someone at the office to tell everyone not to turn on computers d[ue] to maintenance").

Wright Brewer clearly instructed that this was a coverup and that e-mail accounts and other evidence of the data breach were to be deleted. *Id.* at 1019.



32. Wright Brewer forbid anyone from talking about the ransomware attack outside of the company and threatened termination if anyone disclosed the fact that AFG and CareGard had suffered a ransomware attack and that Blackcat had gained unauthorized access to AFG's consumer data. Specifically, Wright Brewer demanded the concealment of this fact from BEN and Genuine Lifetime while they were on the cusp of signing the Exclusive Reseller Agreement and First Amendment to the Original Broker Agreement.

33. On October 30, 2023, I communicated with Wright Brewer regarding regulatory compliance in relation to the data breach, messaging him: *"Did Booz Allen (the cybersecurity firm retained by AFG) send a final report on the databreach/ransomware attack? Did they determine how many customers were affected? Looking at regulatory compliance and SOC2 final audit prep. Thank you, Shawn."*

34. On October 31, 2023, Wright Brewer responded, *"Shawn, We will not be receiving a formal legal report. This is not customary for obvious reasons. Who said we needed it. Why are you asking?"*

35. Throughout this coverup, AFG did not alert public authorities or disclose this material information to either BEN or Genuine Lifetime under threat of termination and lawsuits

that Wright Brewer would file against those that came forward with the truth as it would jeopardize AFG's approximate \$20M stock sale in March or April of 2024. A FOIA request was submitted to the FBI for any records related to such a disclosure, and the FBI confirmed the non-existence of such records. A true and correct copy of the FOIA request and response with the Department of Justice seal are attached as **EXHIBIT A-13**.

36. The concealment of the ransomware and data breach as well as Wright Brewer's undisclosed plans to compete against BEN led to significant financial harm to Genuine Lifetime and Wright Brewer's enrichment all at once. In March of 2024, shortly after BEN became publicly traded, AFG and Wright Brewer seized upon their insider knowledge of BEN's imminent downfall before any negative press was released about the data breach.

37. *Before* BEN entered the Exclusive Reseller Agreement and *before* Genuine Lifetime entered the Loan Agreement and Security Agreement—Wright Brewer orally represented to Genuine Lifetime and myself that AFG and CareGard had robust “data security protocols in place” and that its IT infrastructure was “fully prepared” to support BEN's proprietary technology.

20. Had Genuine Lifetime been made aware of the attack, it would not have entered into the Loan or agreed to support the exclusive reseller agreement with AFG/Wright Brewer for 1.75 million shares valued at more than \$17.5 million and his immediate family the 500,000 shares of BEN stock originally issued to Genuine Lifetime. The concealed breach created immediate risks to Genuine Lifetime's relationship with SET and MBUSA as well as BEN because it introduced AFG to BEN, and Genuine Lifetime has suffered damages as a result of this deception.

21. Furthermore, Genuine Lifetime also discovered after it had entered the Loan and Security Agreement that AFG had at all relevant times been planning to compete against BEN and

“slow-roll” its agreements with customers to aid the development of Wright Brewer’s own competing brand of AI customer service products against BEN.

22. As early as June 2023, Wright Brewer had informed me of his strategic interest in taking ownership of these competitive technologies. On June 21, 2023, during a meeting with DHC Acquisition’s corporate executive Chris Gaertner and advisor Richard Miller where I was present, Wright Brewer stated: *“I’m leaning more to betting on the come, less cash for me and more shares of the parent company (BEN AI). First of all, I want to do a deal, number two, the big upside for me has always been the technology that’s where the long-term money is in my opinion with the tech that I developed the Tronix platform, you guys will see the depth and amount of code that’s created there. Adding AI to it or any type of AI would make it explode, but adding an avatar on the consumer side and dealer side would make it pop too. So, I am looking at the stock.”*

23. Wright Brewer further stated in that same conversation: *“I love that, because there’s where my heart and soul is at guys, that SAAS (software as a service) model and what the dealers are going to be willing to pay for that, what the others TPA’s are going to wanting to pay fees, licensing fees to issue there contracts through, its huge, it will make CareGard look like a little bitty baby compared to what that thing (meaning BEN AI technology) can do ”*

24. In October 2023, Wright Brewer explicitly declared in internal meetings within executive leadership of AFG, including myself, that AFG was, “going to war” and “had to own all of this” (referring to the intellectual property of BEN and its AI trade secrets). Around the point in time after both the hack had occurred and the time the Exclusive Reseller Agreement had been entered, Wright Brewer made numerous demands for access to BEN’s source code.

25. AFG was, in fact, creating new competing AI technology platforms known as “Symphonai,” “Pathwai,” and/or “DaidaX,” and engaged in discussions with different companies

to access data and AI, like DriveCentric; AI-Driven Automotive Industry Software, to advance their new platform. True and correct copies of Texas Secretary of State business filings show that in 2023, Wright Brewer formed these entities, they are attached as **EXHIBIT A-14**.

26. On March 7, 2024, Wright Brewer then convened a clandestine off-site executive meeting at 8343 Hilltop Road, Argyle, Texas ominously titled “AFG Executive Vision Meeting” to conspire with others to compete against BEN. Ralph Wright Brewer, III, Chief Executive Officer of AFG, Jason DeLaporte (President of DAIDAX, f/k/a Pathwai Inc., and BEN Automotive Inc.) William “Bill” Bigley (Chief Financial Officer of AFG), Amanda Tettleton (Chief Accounting Officer of AFG), Keith Cooper (Chief Operations Officer of AFG), Dave Duggan (Chief Technology Officer of AFG), Travis Gates (Former President of AFG Technologies and then Chief Compliance Officer of AFG who recorded the meeting and shared with me when I was still consulting with AFG) and Erick Roberts (Former Vice President of Software of AFG) were all in attendance.

27. During this meeting, Wright Brewer unveiled a five-year plan centered on creating a new entity to compete against BEN, its new business partner, known as “Pathwai.” Specifically, Pathwai (now DaidaX) was designed to compete against BEN in the automotive AI market. Brewer openly declared “war on” BEN as AFG’s direct competition. This declaration came despite the fact that Wright Brewer had already reaped significant personal financial gains from his BEN stock holdings. At this meeting Wright Brewer, David Duggan (CTO) and Jason DeLaporte (President) said the projected valuation of their clandestine AI company was \$5 Billion.

28. AFG’s President of now DAIDAX, Jason De Laporte, revealed what Wright Brewer had known all along, that AFG “did not have the operational capacity to fulfill the exclusive reseller agreement” with BEN and also planned to violate the exclusivity clauses within

the Reseller Agreement. De Laporte continued on, stating, "If we do the SET deal, because now I don't have to go to market, I don't have to sell, I don't have to do all these things."

29. AFG's President of now DAIDAX, Jason De Laporte, says, "So my sales and marketing budget goes way, way down, if we do the SET deal, because now I don't have to go market, I don't have to sell, I don't have to do all these things. They're guaranteeing me 300 rooftops, for example. That is, that is a total different trajectory from an organizational development and deployment execution standpoint. AFG's Chief Technology Officer Dave Duggan stated: "if the technology were developed now and ready to go, they would all be signing up . . . We might be able to accelerate this actually because the technician assistant, BEN AI can do most of that without a ton of development on our side, because it's feeding manuals." This statement by AFG not only demonstrates AFG's utter lack of any intention to fulfill its commitment to BEN, but it further shows how wholly unprepared AFG was to move forward with any agreements with BEN in direct contradiction of what it has stated in Federal Court in the Southern District of New York where BEN sued AFG for breach of contract and wherein AFG has hidden all of that information from this court.

30. Also, during this meeting, Wright Brewer blatantly admitted his intention to violate the exclusivity and non-compete provisions of the exclusive reseller agreement with BEN even before receiving BEN stock. Specifically, Wright Brewer stated, "*to be quite frank [], the person we have to compete against (BEN), potentially on those ten companies, would be BEN Inc.*" Brewer exclaimed to the AFG team, "*Oh no we keep everything,*" which was Wright Brewer's strategy all along to compete against BEN, and to never provide BEN with any automotive dealer systems information for BEN AI Automotive and to enrich AFG, himself and his family members to the detriment of Genuine Lifetime, Tyler Luck, BEN, BEN investors and BEN shareholders.

31. AFG executives also outwardly acknowledged during this meeting that the ransomware attack and data breach in August of 2023 were concealed from BEN so AFG could fraudulently obtain BEN stock grants. Keith Cooper (AFG's COO) stated, "we're just lucky" that SET hasn't asked for any kind of notification since the data breach. Dave Duggan chimed in and acknowledged that AFG was still behind in meeting AFG's cyber security industry standards and regulatory compliance. He stated, "I'm sorry, I'm looking at accelerat[ing] completion of SOC2 and FTC Safeguards compliance" - this nine months after the FTC Safeguards became effective.

32. In a February 19, 2024, email from Jurgen Beck, CTO of AFG Technologies and one of the technical leads for compliance, sent an email to Travis Gates, Amanda Tettleton, David Duggan, Keith Cooper, Bill Bigley and myself, stating, "Written Incident Response Plan – In progress" – demonstrating that Defendant AFG Companies and subsidiaries were not in compliance with FTC Safeguards or ever had the data security systems in place represented to BEN (and Genuine Lifetime) through the Exclusive Reseller Agreement.

Jurgen Beck <jbeck@afg.tech>

to Travis, D, Amanda, me, Keith, William

Mon, Feb 19, 2024, 1:41 PM

Since we are discussing significant fundamentals of the InfoSec efforts under way, I am adding to the audience. Your questions are a good basis for an extended status update.

As for the overall timelines, see the attached document. Keep in mind that this is fluid. We're still putting the pieces together.

FTC Safeguards vs. SOC 2: The plan is to complete many of the SOC 2 controls, which play directly into the Safeguards compliance. It's a parallel effort since the clock on the SOC 2 audit(s) is also ticking.

1. Safeguards Team - Currently consists of Dave, Keith, Bill, Amanda, Jurgen, Sharon, vCISO (VioletX)
2. Written Risk Assessments - Working on an automated solution via Vanta - Expected ETA is within the SOC 2 Audit timeline
3. Written InfoSec Program - Will consist of content from the Vanta SOC 2 Prep and includes line items from the long Safeguards list not automatically covered there
4. InfoSec Training - Underway
5. Phishing Penetration Testing - Completed per your statement
6. Vendor Assessment and Agreements - Proposal to add Vendor Management to Vanta subscription currently before executives
7. Access Controls - Physical: Managed by IT company Integris - Software/Digital: Proposal to add Access Management to Vanta subscription currently before executives
8. Technical Requirements - SOC 2 tests and controls cover much of this and is currently being evaluated. Gap remediation proposal from the infrastructure management service provider is pending. Proposal ETA: 2/21/24 - Remediation ETA: Based on Service Provider proposed timeline, undetermined at the moment
9. Written Incident Response Plan - In progress
10. Written Annual Report to Board - Will be available when the SOC 2 audit prep in Vanta completes

JURGEN BECK :: AFG Technologies

33. Finally, at the March 7th meeting, Wright Brewer acknowledged that even eight months later, AFG still had no database or dealer systems information to launch any products for AFG, let alone data sets for BEN under AFG's contractual obligations. Brewer made this utter lack of functional data systems at AFG as of March 7, 2024 clear: "So knowing the type of reports that their looking for, and knowing when we can put our database, finish our database with all the CareGard data, what does that look like" and "that depends on when the database is going to be completed." This despite trying to sell AFG companies and subsidiaries for \$140 million to BEN in June of 2023 stating he had everything and the technology would accelerate BEN AI's market adoption.

34. Further evidence of AFG's direct competition against BEN in the automotive AI industry can be found through the Texas Secretary of State. On December 21, 2023, AFG formed a new wholly owned entity called "BEN Automotive, Inc.," which it registered with the State the next day. See Exh. A-14. This entity turned out to be the entity AFG and Wright Brewer were using to compete with BEN, given that, on June 28, 2024, AFG amended BEN Automotive, Inc.'s registered name with the State to Pathwai, Inc. This name amendment was not disclosed to BEN or Genuine Lifetime. *Id.* After the departure of another employee, and in order to further conceal their fraudulent scheme, on October 28, 2024, AFG then filed another amended name with the Texas Secretary of State of Pathwai, Inc. to DaidaX, Inc. *Id.* On February 12, 2025, Wright AFG filed a change of DaidaX, Inc.'s registered office address to the same address as all his other entities: 1900 Champagne Blvd., Grapevine, TX 76051. *Id.* All of these filings are public records made after Genuine Lifetime had entered the Loan.

35. The existence of these overt plans at the time that Genuine Lifetime entered the Loan and Security were absolutely material to their decisions to sign. On October 5, 2024, before

signing the Loan, Michael Lucas, Genuine Lifetime's CEO, stated to Wright Brewer: "The members of Genuine Lifetime, LLC ("GL") are shareholders in BEN and have an equally vested interest in the continued support and financial relationship that AFG Companies has entered into with BEN." A true and correct copy of these communications between AFG and Genuine Lifetime are attached as EXHIBIT A-15.

36. Had Genuine Lifetime known for a moment that AFG/Wright Brewer was planning to directly compete against BEN concurrently with his open, warm promises to become a collaborative stakeholders in BEN and resell its technology, then Genuine Lifetime would have never agreed to accept a loan of \$4 million from AFG to invest directly in the tech company Wright Brewer was conspiring to destroy.


37. BEN has sued AFG and Wright Brewer in the United States District Court for Northern District of Texas for breach of contract and fraud with respect to the Exclusive Reseller Agreement. A true and correct copy of BEN's pleading in that action is attached as EXHIBIT A-16.

38. On April 29, 2024, after the data breach went public and after Wright Brewer sold off a majority of AFG's BEN positions at their height using insider knowledge, non-party CareGard discontinued making payments to Genuine Lifetime under the Original and First Amended Broker Agreements.

Further Affiant sayeth not.


SHAWN LUCAS

Sworn to and subscribed before me this 23rd day of July, 2025.



Notary Public in and for the State of California
Affidavit of Shawn Lucas



Exhibit A-2

finance&insurance

Get the F&I Report delivered via email each Wednesday. Sign up at autonews.com/fireport.

Former exec: CareGard bungled data breach

F&I company says it had no obligation to report beyond FBI

John Huetter
john.huetter@crain.com

A finance and insurance provider was unprepared for a ransomware attack last summer and for months failed to alert automaker partners and agents selling its coverage to dealerships, a whistleblower alleges.

Travis Gates was president of AFG Technologies, which developed software for CareGard Warranty Services Inc., for more than a decade before resigning April 5. He said he worked to rebuild CareGard's systems after an attack was discovered in August. A hacker or hackers allegedly encrypted 105,910 files from CareGard, a finance and insurance products provider that Gates estimated had ties to at least 1,000 dealerships, and threatened to publish information they claimed they downloaded.



Gates: Partners not alerted

Gates provided Automotive News with multiple internal emails from AFG Cos., the parent of AFG Technologies and CareGard, which described the breach and the company's response. Gates said that after his resignation, he alerted attorneys general in 48 states and CareGard customers in-

cluding Nissan, Southeast Toyota Distributors and Mercedes-Benz about the breach.

"I don't want to be in this position," Gates told Automotive News. "I definitely don't have any offense against anybody there."

In a statement shared with Automotive News last week, CareGard said it was told Aug. 13 by cybersecurity information technology firm Integrus that "our anti-virus caught a ransomware attack" and acknowledged files had been encrypted. But it said its IT team and cybersecurity firm Booz Allen Hamilton "extensively reviewed the encrypted files and did not identify any access to personal information protected under state law for employees, customers, or any other groups of individuals."

CareGard said Booz Allen Hamilton continues to monitor the Internet for leaks but found no "mention of AFG Companies or any of its subsidiaries to date."

Extent may be unknown

Gates alleges a CareGard employee accidentally wiped out internal access logs for the files after the incident and that AFG Cos. rejected Booz Allen Hamilton's recommendation to contact the attacker. Thus, it has no idea if any other records were compromised besides the encrypted files, according to Gates. He said contractual relationships and the Federal Trade Commission's Safeguards Rule would dictate alerting business partners.



and "fully engaged" Integrus for cybersecurity following the breach. Gates agreed CareGard's cybersecurity is now robust.

A breach and threat

Gates said CareGard was alerted of the breach Aug. 13 — two months after auto dealerships and other federally classified "financial institutions" were to be in compliance with new detailed Safeguards Rule requirements originally approved by the FTC in 2021. Gates argues CareGard should have held itself to the same standard so as not to leave its partners' data exposed.

The update also added a requirement that financial institutions periodically check the security and risk of service providers such as CareGard.

On Aug. 15, a sender known as "alphv.alphv" emailed Wright Brewer, CEO of AFG Cos. and CareGard, and announced it had breached the CareGard system and threatened to release data, according to an email Gates provided to Automotive News.

Gates alleged the attacker was affiliated with Blackcat, which the Justice Department in December said over the prior year and a half had become "the second most prolific ransomware-as-a-service variant in the world based on the hundreds of millions of dollars in ransoms paid by victims around the world." Blackcat also

Neither current nor former versions of the Safeguards Rule discuss disclosing a breach to potentially affected parties. However, the FTC website advises businesses that suffer a breach to have a plan for sharing information with "all affected audiences — employees, customers, investors, business partners, and other stakeholders. Don't make misleading statements about the breach. And don't withhold key details that might help consumers protect themselves and their information. Also, don't publicly share information that might put consumers at further risk."

According to Gates, at the time of his resignation, CareGard had not contacted the FBI, state regulators, its cli-

ents or the F&I agents selling products to dealerships. Potentially affected companies would include Southeast Toyota, Nissan and Mercedes-Benz, he said.

CareGard said it reported the attack to the FBI following the recommendation of law firm Mullen Coughlin. In a follow-up statement, it said the report was made Aug. 17. The FBI declined to comment on the timing.

"AFG/CareGard was advised it had no further reporting obligations," the company said in its original statement. The company had not responded to a request for clarification on whether business partners ultimately were informed, and if so, when.

CareGard said it replaced hardware

see **CAREGARD**, Page 16

Ill. court blocks floorplan collection

The dealers allege the bank took part in fraud scheme

Eric Freedman
autonews@crain.com

A floorplan lender remains blocked from collecting about \$2.8 million from an Illinois dealership and its owners in a dispute involving allegations the bank participated in a fraud scheme by store employees behind the dealers' backs.

The Appellate Court of Illinois refused to lift a preliminary injunction preventing the Bank of Herrin from foreclosing on collateral from Ward Chrysler Center in Carbondale and principals Ronald and Mark Ward.

The bank was the floorplan lender for the Wards' Chrysler store and their Chevrolet store in Metropolis, Ill., from 2016 to 2018, according to the unanimous decision written by Justice Thomas Welch. In 2017, employees at the Chrysler store started dou-

ble-booked loans — requesting multiple loans from the Bank of Herrin for the same vehicles, the decision said.

"These double-booked loans were part of a scheme in which the employees sold new vehicles at a reduced rate — one half of the price — in exchange for payments under the table," it said.

To cover the losses, the employees asked the bank for advances although the store's business loan agreement allowed only the Wards to authorize advances, it said. "The employees used this money to hide the losses that the dealerships were taking on the discounted sales," the decision said.

By the time the Wards discovered the alleged scheme in 2018, they owed the bank about \$2.8 million for the double-booked loans, the court said. As part of a 2020 loan refinancing, Ward Chrysler signed a \$2,573,874 promissory note the Wards personally guaranteed, the

see **LAWSUIT**, Page 16

F&I DATA

Average interest rate increases to 11.7% for used-vehicle loans

Car shoppers in the 1st quarter of 2024 financed an average of \$27,774 on used vehicles, down \$836, or 2.9%, compared with a year earlier, according to Edmunds.

But used-vehicle monthly payments held steady, down \$5 to \$546, as the average interest rate on used models rose to 11.7%.

The average new-vehicle interest rate was 7.1% during the quarter.

Edmunds said its analysts encouraged consumers to watch incentives on certified pre-owned vehicles "since used-vehicle interest rates are particularly high."

	Q1 2024	Q4 2023	Q1 2023
Average used-vehicle loan term (months)	69.7	69.9	70
Average used-vehicle monthly payment	\$546	\$561	\$551
Average amount financed on used vehicles	\$27,774	\$28,643	\$28,610
Average used-vehicle interest rate	11.7%	11.6%	11.1%
Average used-vehicle down payment	\$4,133	\$4,122	\$3,999

Source: Edmunds



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EXHIBIT

A-10

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DEF 952

CAREGARD

continued from Page 14

is known as ALPHV, the agency said.

Gates said the stressful work environment following the breach took its toll, and he resigned for health reasons. But he said he also felt remaining with AFG would represent condoning secrecy about the incident.

"I feel like I have a duty to let people know," he said. "In my mind, this is a deliberate cover-up to try to get past not reporting."

Safeguards Rule

The Safeguards Rule has required since 2003 that dealerships and other "financial institutions" protect customer information. In 2021, the FTC demanded businesses enact specific practices by Dec. 9, 2022, to support that protection; it later extended the compliance deadline to June 9, 2023.

The Safeguards Rule before its current iteration already required financial institutions to use "service providers that are capable of maintaining appropriate safeguards for the customer information at issue" and contractually compel those businesses "to implement and maintain such safeguards." The FTC has defined service providers broadly, describing them as any vendor that "receives, maintains, processes, or otherwise is permitted access to customer information."

The updated rule adds a requirement that dealerships and financial institutions periodically review those vendors "based on the risk they present and the continued adequacy of their safeguards."

Gates alleged CareGard wasn't ready for either the FTC deadline or the breach. Though the auto retail industry faced the FTC's June 9 deadline, Southeast Toyota allowed CareGard a "grace period" of extra months to meet the privacy obligations the distributor demanded, according to Gates.

Southeast Toyota said it had reached

out to CareGard after being contacted for this report by Automotive News and was told none of its data was affected.

"SET is not aware of any data incident CareGard experienced that impacted SET's data or would have required CareGard to provide notice to SET," Southeast Toyota said in a statement.

Southeast Toyota provided no response to an inquiry about Gates' account of an extended deadline.

Gates also alleged AFG over time had cut Integris' IT role "down to just monitoring." At the time of the breach, CareGard's IT had been delegated to a claims manager who was not a technology specialist, he said.

Integris "found the ransomware and alerted CareGard, but they couldn't do anything about it," Gates said. CareGard said in its statement that Integris "promptly restricted access to our network immediately" upon alerting CareGard on Aug. 13.

AFG and CareGard had no incident response plan when the breach occurred, Gates alleges.

"For years prior to this incident, CareGard has maintained both internal IT personnel as well as third-party cybersecurity service company support," CareGard said in its follow-up statement.

'Reporting requirements'

Booz Allen Hamilton, which was assigned by an AFG insurer, asked AFG to save the firewall and virtual private network logs, according to Gates. However, the claims manager had reset the firewall and server following the breach — which inadvertently erased access records and details on which files were compromised, Gates said. That outcome wasn't intentional; the manager simply didn't know any better, he said. The manager did not respond to messages from Automotive News seeking comment.

On Aug. 17, CareGard CFO Amanda Tettleton told Brewer, Gates and others

Safeguards Rule updates

The Federal Trade Commission's Safeguards Rule is meant to protect consumer information used by auto dealerships and other "financial institutions." Here are 9 key provisions of the updated Safeguards Rule that took effect June 9. The provisions require the institutions to:

1. Select a qualified person (either an internal expert or expert contractor supervised internally) to oversee security.
2. Have that expert report to a board or a senior officer.
3. Develop an information security risk assessment.
4. Create a plan to control those risks.
5. Have a plan for responding to a "security event" such as a breach.
6. Regularly monitor or test the system.
7. Train staff.
8. Use service providers that can secure information, contractually mandate they do so and periodically review their risk and security precautions.
9. Adapt the security program as needed so it stays current.

Upcoming addition: Starting May 13, businesses that find an unauthorized party has acquired unencrypted information on at least 500 consumers must notify the FTC no later than 30 days after discovery of the access.

that 105,910 files had been encrypted and provided a summary of their contents, according to an email provided by Gates. She did not identify which third-party companies and customers were affected, but her assessment did mention hundreds of QuickBooks records and claims files.

Later that day, AFG consultant Shawn Lucas wrote to Brewer, Tettleton, CareGard Chief Revenue Officer Keith Cooper and Gates: "There are several reporting requirements with respect to data breaches and ransomware," according to another email provided by Gates. Lucas wrote that required notifications included the local FBI branch; any "employees, contractors, agents, customers and/or dealers" whose information was exposed; and "Dealers, Nissan, SET, Genuine Lifetime, MBUSA, etc.," because "if information that exposes their customers was breached there is a requirement in most cases."

In October, the FTC would announce a Safeguards Rule amendment demanding financial institutions tell the agency about any breaches

where the threat actor acquired unencrypted information on at least 500 customers. That mandate takes effect May 13.

On Aug. 21 of last year, Tettleton called a meeting to discuss whether AFG should communicate with Blackcat, according to another email provided by Gates. According to Gates, this communication — which he said could have discovered the extent of the breach — never happened, despite being recommended by Booz Allen Hamilton.

CareGard said it "replaced all computers, firewalls, network switches, Wi-Fi routers, and anything else that was network related" in response to the breach.

"We also fully engaged Integris to extend our coverage and harden our systems and security to further ensure this will not happen again," it said in the statement. "Since then, Integris has remained fully engaged, and we work closely with them to ensure we are doing everything possible to eliminate future threats."

Integris told Automotive News it was

looking into a request for clarification on its role in the breach response but did not respond by press time.

A final report?

Booz Allen Hamilton ended its investigation Sept. 18, according to Gates. On Oct. 30, Lucas asked whether Booz Allen Hamilton had provided a final report, according to another email Gates provided.

"Did they determine how many customers were affected?" Lucas wrote, and said he was thinking about "regulatory compliance and SOC 2 final audit prep," in reference to Service Organization Controls 2 auditing, which looks at a company's security processes.

"I am not aware and have not seen a final report from Booz Allen," Gates wrote in the packet of documents he provided Automotive News. "I find this to be extremely troubling."

Brewer, in an Oct. 31 email provided by Gates, told Tettleton to send him the report from Booz Allen Hamilton, but in another communicate that day told Lucas: "We will not be receiving a formal legal report. This is not customary for obvious [reasons]. Who said we needed it. Why are you asking?"

As of press time, Booz Allen Hamilton had not responded to a request from Automotive News for clarification on its role in the breach response and the existence of a final report.

CareGard said it issued its statement in response to "recent email(s) received by some CareGard Dealers, Agents, and National Accounts concerning an alleged 'ransomware data breach.'" It was unclear which other parties besides Automotive News, if any, had received the statement.

"There are a lot of deals, business deals and a lot of clients that are relying on the premonition that CareGard and ... subsidiaries are handling their data properly, and have made commitments to CareGard, and CareGard has never let them know," Gates said. "They just act like nothing ever happened."

LAWSUIT

continued from Page 14

court said.

The Wards and the Chrysler dealership sued the Bank of Herrin for breach of contract, negligent misrepresentation, racketeering and consumer fraud violations. They alleged in the suit the bank knew about the scheme by June 2018

"and knowingly issued loans for which it had no collateral. Instead of revealing this information to the Wards, the bank made a conscious and deliberate decision to join the scheme."

The suit alleges the bank backdated the double-booked loans and failed to disclose to the Wards certain vehicles weren't physically present on the store's lots during inspections. In addition, it said the bank was "well aware" it was ap-

proving loans for up to 75 vehicles at a time but didn't tell that to the Wards during negotiations on new loans and guarantees.

According to an affidavit by Mark Ward, he discovered a problem with the inventory in December 2018 "when he was informed about missing cars from the used car lots, cars for which they had borrowed money to purchase but were no longer present to sell to pay back the borrowed money."

The Appellate Court's March 20 ruling upheld a lower court order barring the bank from seizing collateral while the litigation continues. The court accepted the Wards' argument that allowing the seizure of assets would cause them "irreparable harm." A spokesperson for the dealership's law firm declined to comment on the case. The bank's lawyer didn't respond to multiple messages from Automotive News.

Automotive News

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DIVERSITY IN DEALERSHIPS



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CEO, Lakeshore Chrysler
Dodge Jeep Ram, Seaford, DE
Stellantis
Seaford, Delaware

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Meet Santosh Viswanathan, a principled business strategist whose philanthropic activities include supporting local food banks and domestic violence shelters led to a nomination for TIME Dealer of the Year. Make a difference in your community, join the Stellantis Dealer Network. Visit MinorityDealers.com or email DealerDiversity@Stellantis.com for more information on partnering with or mentoring minority dealer candidates.

AUTOMOTIVE



NEW HIRE
Dan Boxeth
Vice President of Engineering
Innovative
Toronto, Ontario

Innovative

Dan Boxeth has been named Innovative's vice president of Engineering, following 31 years of working for Ford Motor Company, most recently serving as chief technical officer on several programs. He has substantial experience in technical project management, leading cross-functional teams and launching new vehicles and technologies. He earned a bachelor's degree and a master's degree in mechanical engineering from Rose-Hulman Institute of Technology and the University of Michigan, respectively.

AUTO DEALERSHIP SALES, MERGERS AND ACQUISITIONS



NEW HIRE
Adam Scott
Partner, Texas & Midwest Office
Performance Brokerage Services, Inc.
Austin, Texas

Performance
BROKERAGE SERVICES

We are proud to welcome Adam Scott as Partner in our Texas & Midwest Office. A graduate of Texas Tech University, Adam has amassed over 25 years of experience in automotive retail with Ford, General Motors and Nissan. He served as Group 1 Automotive's Twenty Group Chair and received multiple awards during his tenure in executive management. Adam's broad understanding of dealership operations coupled with first-class customer service gives him specialized knowledge and expertise for his clients.

Exhibit A-3

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	17th JUDICIAL DISTRICT
	§	
GENUINE LIFETIME, LLC, AND	§	
TYLER J. LUCK,	§	
	§	
Defendants.	§	TARRANT COUNTY, TEXAS

**DEFENDANTS GENUINE LIFETIME, LLC AND TYLER LUCK’S
FIRST AMENDED DISCLOSURES**

TO: AFG Companies Inc., by and through their counsel of record Mark L. Hill, HENRY HILL PLLC, 6801 Gaylord Parkway, Suite 400, Frisco, Texas 75034, (972) 755-0002 mhill@henryhilltx.com.

Defendants Genuine Lifetime, LLC (“Genuine Lifetime”) and Tyler Luck (collectively “Defendants”), by and through their undersigned counsel, serve this, their First Amended Disclosures pursuant to Rule 194 of the Texas Rules of Civil Procedure on Plaintiff AFG Companies, Inc. showing the following:

Respectfully submitted,

MCCATHERN, PLLC

By: /s/ Levi G. McCathern

Levi G. McCathern

State Bar No. 00787990

lmccathern@mccathernlaw.com

Justin N. Bryan

State Bar No. 24072006

jbryan@mccathernlaw.com

Asher K. Miller

State Bar No. 24131512

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Regency Plaza

3710 Rawlins Street, Suite 1600

Dallas, TX 75219

(214) 741-2662 Telephone

(214) 741-4717 Facsimile

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned certifies that on August 7, 2025, before 10:00 a.m., a true and correct copy of the above and foregoing document was served upon the parties in accordance with the Texas Rules of Civil Procedure.

/s/ Levi G. McCathern

Levi G. McCathern

FIRST AMENDED DISCLOSURES

(1) the correct names of the parties to the lawsuit;

RESPONSE: To Defendants' knowledge, the parties are correctly named

(2) the name, address, and telephone number of any potential parties;

RESPONSE: None at this time.

(3) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);

RESPONSE: Defendants would refer to their live pleadings on file for the information responsive to this disclosure requirement. Additionally, Defendants would state that they are not liable to Plaintiff because they were fraudulently induced into the Loan Agreement and other agreements described in Plaintiff's Original Petition.

Plaintiff, led by Ralph Wright Brewer, III ("Brewer") made deliberate and material misrepresentations and false promises to induce Genuine Lifetime and Luck to induce them into entering the Loan Agreement. First, Plaintiff, through Defendant Brewer, specifically misrepresented its intentions for entering the Loan Agreement in the first place. Brewer initially approached Genuine Lifetime with a proposition of loaning it \$4 million USD for the sole purpose of using the borrowed funds to invest in AI-tech startup Brand Engagement Network, Inc. ("BEN"). During negotiations, Brewer and Plaintiff openly represented that the intent for this loan of money was to support BEN and to accommodate BEN's sincere requests for funding.

These negotiations culminated in the October 17, 2023, Loan Agreement between Genuine Lifetime and Plaintiff. Under the terms of the Loan, the parties agreed that Plaintiff would lend to Genuine Lifetime, four million dollars (\$4,000,000) upon two conditions which Brewer insisted: (a) that Genuine Lifetime would use those funds to purchase shares of BEN before it went public, and (b) that Genuine Lifetime would pledge its assets and member interests as collateral for the loan. Additionally, per Plaintiff/Brewer's insistence, Tyler Luck had to agree to personally guarantee the Loan, which he did through execution of a guaranty agreement on October 17, 2023 (the "Guaranty").

The first of the two conditions insisted by Brewer and Plaintiff is significant. In essence, the Loan made Brewer and Plaintiff insiders to what would be a major multi-million-dollar stock transaction of BEN before it went public. The second condition and the Guaranty terms were of course also very significant because pledging Genuine Lifetime and Luck's assets as a security for a \$4,000,000 loan that could only be invested in BEN, greatly exacerbated the need for BEN to launch successfully. At all times, Plaintiff/Brewer represented to Genuine Lifetime and Luck that this loan was being extended as a joint investment and cooperation with BEN. And Genuine Lifetime and Luck had no reason to distrust Brewer and Plaintiff, as Brewer represented to them and showed them that they had indeed previously entered a

DeLaporte Learning, Inc., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	Entity with knowledge of relevant facts in this case
William “Bill” Bigley Former CFO AFG Companies 11878 Verona Court Frisco, TX 75035	Witness with knowledge of relevant facts in this case
Shawn D. Lucas c/o Matthew Yarbrough, attorney Buchalter 100 Crescent Court Dallas, Texas 75201	Witness with knowledge of relevant facts in this case
Travis Gates c/o Jason Blackstone, attorney Buchalter 100 Crescent Court Dallas, Texas 75201	Witness with knowledge of relevant facts in this case
Dave Duggan c/o Mark Hill 1900 Champagne Blvd. Grapevine, Texas 76051	Witness with knowledge of relevant facts in this case
Kai Ramadan VP Fixed Operations Southeast Toyota Distributors LLC 120 Jim Moran Blvd Deerfield Beach, FL 33442	Witness with knowledge of relevant facts in this case
David Bliskey District Fixed Operations Manager Southeast Toyota Distributors LLC 120 Jim Moran Blvd Deerfield Beach, FL 33442	Witness with knowledge of relevant facts in this case
Victor Mueller Sr. Manager, Fixed Operations Support Southeast Toyota Distributors LLC 2600 Network Boulevard, Suite 400 Frisco, Texas 75034 Cell 954-254-3265	Witness with knowledge of relevant facts in this case

Maurice Jemison Deputy General Counsel Southeast Toyota Distributors LLC 120 Jim Moran Blvd Deerfield Beach, FL 33442 Phone: 954-304-6320	Witness with knowledge of relevant facts in this case
Steven Ovando Scheef & Stone 2600 Network Boulevard, Suite 400 Frisco, Texas 75034	Witness with knowledge of relevant facts in this case
Mark L. Hill HENRY HILL, PLLC 6801 Gaylord Parkway, Suite 400 Frisco, Texas 75034 (972) 755-0002	Witness with knowledge of relevant facts in this case
Roger A. Crabb Scheef & Stone 500 North Akard Street, Suite 2700 Dallas, Texas 75201 Cell: 972-898-5040	Witness with knowledge of relevant facts in this case
Jason DeLaPorte c/o Mark Hill 1900 Champagne Blvd Grapevine, TX 76051	Witness with knowledge of relevant facts in this case
Midwestern Interactive LLC Matthew Johnson 713 S. Main Street Joplin, MO 64801	Entity with knowledge of relevant facts in this case
Integris IT, its employees, agents, and authorized representatives Jonathan Bare 2350 Airport Fwy, Suite 300 Bedford, TX 76022 Integris, LLC, its employees, agents, and authorized representatives National Registered Agents, Inc., registered agent 1999 Bryan St. Suite 900 Dallas, TX 75201-3136 USA	Witness with knowledge of relevant facts in this case

Shaun Runels c/o Mark Hill 1900 Champagne Blvd Grapevine, TX 76051	Witness with knowledge of relevant facts in this case
Jurgen Beck 9407 Baucum Road Midlothian, Texas 76065	Witness with knowledge of relevant facts in this case
William “Keith” Cooper c/o Mark Hill 1900 Champagne Blvd Grapevine, Texas 76051	Witness with knowledge of relevant facts in this case
Erick Roberts 2409 Highway 282 Van Buren, AR 72956-7729	Witness with knowledge of relevant facts in this case
Amanda Tettleton c/o Mark Hill 1900 Champagne Blvd Grapevine, Texas 76051	Witness with knowledge of relevant facts in this case
Daniel Sean Baird The AYCO Company, L.P. 125 E John W Carpenter Fwy #1200 Irving, TX 75062 Daniel Sean Baird Goldman Sachs & Co. LLC 2001 Ross Avenue Suite 2800 Dallas, TX 75201	Witness with knowledge of relevant facts in this case
Southeast Toyota Distributors, LLC (“SET”), its employees, agents, and authorized representatives 100 Jim Moran Blvd. Deerfield Beach, Florida 33442	Entity with knowledge of relevant facts in this case
JM Family Enterprises, Inc., its employees, agents, and authorized representatives and JM&A Group, a division of JM Family Enterprises, Inc. 100 Jim Moran Blvd.	Entity with knowledge of relevant facts in this case

Shawn Lucas c/o Matthew Yarborough Buchalter 100 Crescent Court, Dallas, TX 75201	Person with knowledge of relevant facts in this case
Travis Gates c/o Matthew Yarborough Buchalter 100 Crescent Court, Dallas, TX 75201	Person with knowledge of relevant facts in this case
Jakub Konieczny Senior Manager, Investment Portfolio JM Family Enterprises Inc.	Person with knowledge of relevant facts in this case
Shirley Johnson Data Manager JM Family Enterprises Inc.,	Person with knowledge of relevant facts in this case
Kevin Hull Manager JM&A Group	Person with knowledge of relevant facts in this case
Chris Harvey Director Fixed Operations Southeast Toyota Distributors LLC	Person with knowledge of relevant facts in this case
Richard "Rick" Howard Chief Data Officer BEN 6705 Destination Way Lago Vista, Texas 78645	Person with knowledge of relevant facts in this case
Chad Polliard Senior Lead Technologist Booz Allen Hamilton 8283 Greensboro Drive Hamilton Building McLean, VA 22102 Polliard_Chad@bah.com	Person with knowledge of relevant facts in this case
Thomas Padgett Lead Associate DFIR Booz Allen Hamilton 8283 Greensboro Drive Hamilton Building	Person with knowledge of relevant facts in this case

Exhibit A-4

CAUSE NO. 048-352249-24

AUTOMOTIVE FINANCIAL GROUP,
INC.,

Plaintiff,

v.

TRAVIS GATES,

Defendant.

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§

IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

PLAINTIFF'S INITIAL DISCLOSURES

**TO: Defendant, Travis Gates, by and through his attorney of record
Matthew Yarbough, BAKER, DONELSON, BERMAN, CALDWELL &
BERKOWITZ, P.C., 5956 Sherry Lane, 20th Floor Dallas, Texas 75225.**

Pursuant to Rule 194 of the TEXAS RULES OF CIVIL PROCEDURE, Plaintiff Automotive Financial Group, Inc. ("Plaintiff") serves the following Initial Disclosures.

INITIAL DISCLOSURES

RULE 194.2(b)(1): The correct names of the parties to the lawsuit.

RESPONSE:

Plaintiff believes the parties have been correctly named.

RULE 194.2(b)(2): The name, address, and telephone number of any potential parties.

RESPONSE:

At this time, Plaintiff is not aware of any potential parties. Plaintiff's investigation is ongoing and will supplement this response as discovery is completed in accordance with the Texas Rules of Civil Procedure.

RULE 194.2(b)(3): The legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at

information from Integris, which he now has also used to publish, harm AFG, and/or interfere with AFG's contracts and business relationships.

Based on the foregoing, at this time and subject to amendment in accordance with the Texas Rules of Civil Procedure or any scheduling order entered in this matter, Plaintiff has alleged the following claims:

- Misappropriation of Trade Secrets under the Texas Uniform Trade Secrets Act;
- Breaches of Fiduciary Duty; and
- Tortious Interference with Existing Contracts and Prospective Business Relationships

RULE 194.2(b)(4): The amount and any method of calculating economic damages.

RESPONSE:

Defendant's misconduct has caused several hundreds of thousands in lost profits, as well as expenses incurred to mitigate the harm caused in excess of \$10,000.00. The calculation of such damages to be supplemented/produced as Plaintiff's investigation into the breadth of Defendant's misconduct is ongoing, and Plaintiff may supplement this response as discovery is completed in accordance with the Texas Rules of Civil Procedure.

RULE 194.2(b)(5): The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

RESPONSE:

Travis Gates
c/o MATTHEW E. YARBROUGH
Sherry Lane, 20th Floor
Dallas, Texas 75225
Telephone: (214) 466-2738

Defendant in the case and former employee and president of AFG.

Amanda Teichman
c/o Mark L. Hill
Scheef & Stone, L.L.P.
2600 Network Blvd., Ste. 400
Frisco, Texas 75034
214.472.2100

Chief Accounting Officer of AFG.

David Duggan
c/o Mark L. Hill
Scheef & Stone, L.L.P.
2600 Network Blvd., Ste. 400
Frisco, Texas 75034
214.472.2100

Chief Technology Officer of AFG.

Jason DeLaporte
c/o Mark L. Hill
Scheef & Stone, L.L.P.
2600 Network Blvd., Ste. 400
Frisco, Texas 75034
214.472.2100

President of Ben Automotive, an affiliate of AFG.

Keith Cooper
c/o Mark L. Hill
Scheef & Stone, L.L.P.
2600 Network Blvd., Ste. 400
Frisco, Texas 75034
214.472.2100

Chief Operating Officer and Chief Revenue Officer of AFG.

Erick Roberts
c/o Mark L. Hill
Scheef & Stone, L.L.P.
2600 Network Blvd., Ste. 400
Frisco, Texas 75034
214.472.2100

Vice President of Engineering at AFG.

Plaintiff reserves the right to supplement the above list in accordance with the Texas Rules of Civil Procedure or any scheduling order entered in this matter.

RULE 194.2(b)(6): A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the responding party has in its possession, custody, or control, and may use to support its claims or defenses, unless the use would be solely for impeachment.

RESPONSE:

None at this time.

Respectfully submitted,

SCHEEF & STONE, LLP

By: /s/ Mark L. Hill

Mark L. Hill

State Bar No. 24043868

mark.hill@solidcounsel.com

2600 Network Blvd., Suite 400

Frisco, Texas 75034

(214) 472-2100 Telephone

(214) 472-2150 Telecopier

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2024, a true and correct copy of the above and foregoing document was delivered via e-service in accordance with Rule 21a of the TEXAS RULES OF CIVIL PROCEDURE to all counsel of record via the Court's e-filing system.

/s/ Mark Hill

Mark Hill

Exhibit A-5

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

**DEFENDANTS GENUINE LIFETIME, LLC'S FIRST SET OF DISCOVERY
REQUESTS TO PLAINTIFF AFG COMPANIES, INC.**

TO: AFG Companies Inc., by and through their counsel of record Mark L. Hill, HENRY HILL PLLC, 6801 Gaylord Parkway, Suite 400, Frisco, Texas 75034, (972) 755-0002
mhill@henryhilltx.com.

Pursuant to Rules 196, 197, and 198 of the Texas Rules of Civil Procedure, Defendant Genuine Lifetime, LLC ("Defendant" or "Genuine Lifetime"), by and through its undersigned counsel, serves these its First Set of Discovery Requests, which contain formal requests for production, interrogatories, and requests for admissions to Plaintiff AFG Companies, Inc. ("Plaintiff" or "AFG") and hereby requests that Plaintiff (1) produce and/or permit inspection, copying and photographing of the following documents, papers, objects, or tangible things at 5:00 p.m. on the 30th day after the service of this document, at the law office of McCathern, PLLC 3710 Rawlins St., Suite 1600, Dallas, TX 75219; (2) answer the following set of interrogatories, separately and fully, in writing while under oath, within thirty (30) days after the date of service; and (3) respond to the following set of requests for admissions, separately and fully, in writing, within thirty (30) days after the date of service hereof.

Respectfully submitted,

MCCATHERN, PLLC

By: /s/ Levi G. McCathern

Levi G. McCathern

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(214) 741-4717 Facsimile

**ATTORNEYS FOR DEFENDANT
GENUINE LIFETIME, LLC**

CERTIFICATE OF SERVICE

The undersigned certifies that on June 5, 2025, before 10:00 a.m., a true and correct copy of the above and foregoing document was served upon the parties in accordance with the Texas Rules of Civil Procedure.

/s/ Levi G. McCathern

Levi G. McCathern

III.
GENUINE LIFETIME'S FIRST SET OF REQUESTS FOR PRODUCTION TO AFG

REQUEST NO. 1: All communications and documents exchanged between you and Genuine Lifetime, its executives, employees, advisors and consultants that in any way reference or relate to the Loan Agreement, Security, and Guaranty from March 1, 2022 to the filing of your Original Petition.

REQUEST NO. 2: All communications and documents exchanged between you and Tyler Luck that in any way reference or relate to the Loan Agreement, Security, and Guaranty from March 1, 2022 to the filing of your Original Petition.

REQUEST NO. 3: All documents and/or financial records evidencing your actual performance of the initial loan obligations under the Loan Agreement, including proof of payment of the principal sum of \$4 million to Genuine Lifetime. This request includes a request for the bank statement showing a debit of \$4 million from your account, front and back scans of any \$4 million checks drawn from your bank account made out to Genuine Lifetime, LLC, and receipts or other contemporaneous financial records of the loaned funds.

REQUEST NO. 4: All attorney engagement agreements between you and any attorney(s) or law firm(s) that have performed professional services for you in this case and whose fees you are seeking to recover in this case, including any amendments, modifications, and supplements to any such engagement agreements.

REQUEST NO. 5: All billed and unbilled invoices, receipts, or other records evidencing the amount of attorney fees you have incurred or will incur to prosecute your claims in this case, the identities of the attorneys and other legal professionals who performed such services, the descriptions of the invoiced work performed, and the length of time spent on each professional service.

REQUEST NO. 6: All documents or communications evidencing your contention that "Genuine Lifetime and AFG entered into a loan agreement, wherein AFG agreed to loan Genuine Lifetime the principal sum of \$4 million." Plf's Orig. Pet., at ¶ 6.

REQUEST NO. 7: All documents or communications evidencing your contention that "Genuine Lifetime executed and delivered the Security Agreement, granting AFG a lien on all Genuine Lifetime's assets." Plf's Orig. Pet., at ¶ 11.

REQUEST NO. 8: The UCC-1 financing statement you contend "was filed with the Wyoming Secretary of State, perfecting a security interest in the above Collateral shortly after the signing of the Security Agreement." Plf's Orig. Pet., at ¶ 13.

REQUEST NO. 9: All documents or communications evidencing your contention that "Tyler Luck acknowledged that he, as a member of October 3rd and director of Genuine Lifetime, would receive a direct benefit of the Loan and performance of the terms of the Loan Agreement by

REQUEST NO. 41: Provide copies of all text messages, emails, and “BaseCamp” communications exchanged between any officers, employees, and known authorized agents of AFG Companies, Inc., from July 1, 2023 to April 30, 2024, relating to or mentioning the ransomware data breach that AFG Companies and its subsidiaries experienced from August 2023 through the date of your response.

REQUEST NO. 42: Provide copies of all text messages, emails, and “BaseCamp” communications exchanged between AFG Companies, Inc. and any of the following government agencies: Federal Bureau of Investigation (“FBI”), the Securities Exchange Commission, the Federal Trade Commission and/or any Attorney General of any State in the United States of America—from July 1, 2023 to April 30, 2024, relating to or mentioning the ransomware data breach that AFG Companies and its subsidiaries experienced from August 2023 through the date of your response.

REQUEST NO. 43: Provide all invoices, agreements and/or communications with Booz Allen Hamilton, Integris IT, Cowbell, Mullen Coughlin, and any third parties related to the ransomware, data breach in August of 2023.

REQUEST NO. 44: Provide a copy of any Incident Response Plan(s) AFG Companies, Inc. or its affiliates or subsidiaries had in place as of June 9, 2023, concerning compliance with Gramm Leach Bliley Act FTC Safeguards.

REQUEST NO. 45: Provide a copy of all documents that evidence or show AFG Companies, Inc. or its subsidiaries were in compliance with all Gramm Leach Bliley ACT FTC Safeguards from June 9, 2023, through August 13, 2023.

REQUEST NO. 46: Provide a copy of all documents, communications and agreements demonstrating AFG Companies, Inc.’s efforts to achieve compliance with all Gramm Leach Bliley ACT FTC Safeguards from August 13, 2023, through April 30, 2024.

REQUEST NO. 47: Provide all email communications, documentation and/or agreements with Continental Stock Transfer regarding any and all shares and/or warrants issued by DHC Acquisition Corporation (NASDAQ: DHCA) and now Brand Engagement Network Inc., (NASDAQ: BNAI) to AFG, Tina & Wright Brewer, Quade Brewer, Taylor Brewer, Morgan Brewer or any trust controlled by Tina and Wright Brewer.

REQUEST NO. 48: Provide a copy of all invoices, payments, master service agreements, statement of work(s) and or amendments AFG Companies, Inc. or any of its affiliates or subsidiaries, including CareGard Warranty Services, Inc., sent to Southeast Toyota Distributors, JM Family Enterprises and/or JM& Group concerning the DealerLifetime program and lifetime limited warranties issued from December 1, 2022, through May 31, 2025.

REQUEST NO. 49: Provide a copy of all invoices and payments Southeast Toyota Distributors, JM Family Enterprises and/or JM& Group provided to AFG Companies, Inc. or any of its affiliates or subsidiaries, including CareGard Warranty Services, Inc., concerning the DealerLifetime program and lifetime limited warranties from December 1, 2022, through May 31, 2025.

V.

GENUINE LIFETIME'S FIRST SET OF REQUESTS FOR ADMISSIONS TO AFG

REQUEST NO. 1: Admit that Ralph Wright Brewer III is the Chairman and CEO of AFG Companies, Inc.

REQUEST NO. 2: Admit that Genuine Lifetime, LLC and CareGard Warranty Services, Inc. entered into a Broker Marketing, Product, and License Agreement on or about August 3, 2022.

REQUEST NO. 3: Admit that Genuine Lifetime, LLC CareGard and AFG Companies, Inc. entered into a First Amendment to Broker Marketing, Product and License Agreement on or about August 18, 2023.

REQUEST NO. 4: Admit that the First Amended Broker Agreement included the transfer of 500,000 shares of BEN stock belonging to Genuine Lifetime to Ralph Wright Brewer III and individuals related to him.

REQUEST NO. 5: Admit that AFG Companies, Inc. entered into an Exclusive Reseller Agreement with Brand Engagement Network, Inc. on or about August 19, 2023.

REQUEST NO. 6: Admit that AFG Companies, Inc. entered into a Subscription Agreement with Brand Engagement Network, Inc. in September 2023.

REQUEST NO. 7: Admit that AFG Companies, Inc. was required to make a payment of \$6.5 million to BEN as part of the Subscription Agreement.

REQUEST NO. 8: Admit that AFG Companies, Inc. provided Genuine Lifetime, LLC with notice regarding its promises and obligations under the Exclusive Reseller Agreement with Brand Engagement Network, Inc.

REQUEST NO. 9: Admit that AFG Companies, Inc. and the entity currently named as DaidaX, Inc. share the same registered office address of 1900 Champagne Blvd., Grapevine, Texas 76051.

REQUEST NO. 10: Admit that AFG Companies, Inc.'s attorney in this case, Mark L. Hill, formed the entity currently named as DaidaX, Inc.

REQUEST NO. 11: Admit that AFG Companies, Inc.'s SEC attorney is Roger Crabb of Scheef & Stone.

REQUEST NO. 12: Admit that AFG Companies, Inc.'s attorney Mark Hill and/or Roger Crabb were consulted about the August 2023 ransomware, data breach.

REQUEST NO. 13: Admit that the Exclusive Reseller Agreement involved the integration of BEN's AI technology into AFG Companies, Inc.'s dealership systems.

REQUEST NO. 14: Admit that AFG Companies Inc. agreed to provide Brand Engagement Network Inc. (“BEN”) with Data or DMS integration to power BEN’s AI.

REQUEST NO. 15: Admit that AFG Companies Inc.’s “.Net” version in August of 2023 was not capable of supporting BEN’s AI.

REQUEST NO. 16: Admit that AFG Companies, Inc. hired a third party to make improvements to its Data and DMS Integration systems or .NET CORE.

REQUEST NO. 17: Admit that AFG Companies, Inc. suffered a ransomware attack in August 2023.

REQUEST NO. 18: Admit that AFG Companies, Inc. erased all logs of the router within days of the ransomware attack.

REQUEST NO. 19: Admit that AFG Companies, Inc. sold, shorted, or boxed NASDAQ: BNAI stock that grossed AFG from March of 2024 through June 1, 2025.

REQUEST NO. 20: Admit that AFG Companies, Inc., Tina & Wright Brewer, Ralph Wright Brewer, IV (“Quade Brewer”), Taylor Ann Brewer, and Morgan Sue Brewer collectively sold, shorted, or boxed NASDAQ: BNAI stock from March of 2024 through June 1, 2025.

REQUEST NO. 21: Admit that AFG Companies, Inc. did not disclose the existence of any ransomware or data breach to Genuine Lifetime, LLC before entering the Loan Agreement on October 17, 2023.

REQUEST NO. 22: Admit that neither AFG Companies, Inc. nor CareGard Warranty Dealer Services, Inc. have paid Genuine Lifetime, LLC any monthly contract fees required by the Original Broker Agreement and First Amended Broker Agreement since April of 2024.

REQUEST NO. 23: Admit that AFG Companies, Inc. used funds borrowed or loaned from Genuine Lifetime, LLC to purchase BEN stock prior to March 2024.

REQUEST NO. 24: Admit that Booz Allen Hamilton and/or Integrit IT confirmed that the malware email was planted on or about August 4, 2023, approximately nine days before the ransomware and/or data breach.

REQUEST NO. 25: Admit that AFG Companies, Inc. did not have a cybersecurity policy in place at the time of the August 2023 ransomware or data breach.

REQUEST NO. 26: Admit that AFG Companies, Inc. did not notify its customers of the August 2023 ransomware or data breach in a timely manner.

Exhibit A-6

CAUSE NO. 048-352249-24

**AUTOMOTIVE FINANCIAL GROUP,
INC.,**

Plaintiff,

v.

TRAVIS GATES,

Defendant.

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IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**TRAVIS GATES' FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO AFG COMPANIES INC.**

TO: Plaintiff, Automotive Financial Group, Inc., by and through his attorneys of record, Mark L. Hill, SCHEEF & STONE, LLP, 2600 Network Blvd., Suite 400 Frisco, Texas 75034

Defendant Travis Gates ("Defendant" or "Gates") serves his First Request for Production of Documents on AFG Companies Inc. ("AFG") as authorized by the Texas Rules of Civil Procedure. AFG must serve an answer to each request separately and fully, along with responsive documents, within 30 days after service.

Respectfully submitted,

**BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ
A Professional Corporation**

By: /s/ Matthew E. Yarbrough

MATTHEW E. YARBROUGH

State Bar No. 00789741

ALEXIS N. DEL RIO

State Bar No. 24120796

JASON BLACKSTONE

State Bar No. 24036227

5956 Sherry Lane, 20th Floor

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myarbrough@bakerdonelson.com

adelrio@bakerdonelson.com

jblackstone@bakerdonelson.com

CERTIFICATE OF SERVICE

I hereby certify that on November 11, 2024, a copy of the above and foregoing was filed electronically with the Clerk of Court. Notice of this filing has been forwarded to all parties, by and through their attorneys of record as indicated below:

Via eServe Texas

Mark L. Hill

Steven Ovando

SCHEEF & STONE, LLP

2600 Network Blvd., Suite 400

Frisco, Texas 75034

Mark.hill@solidcounsel.com

Steven.ovando@solidcounsel.com

/s/ Alexis N. Del Rio

Alexis N. Del Rio

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

All documents and communications relating to any and all agreements between you and any third parties referenced in the Petition.

RESPONSE:

REQUEST NO. 2:

All documents and communications relating to any contracts or agreements that you claim Gates interfered with as alleged in the Petition.

RESPONSE:

REQUEST NO. 3:

All documents and communications between you and any third party that you contend Gates improperly disclosed or used any Confidential Information, as alleged in the Petition.

RESPONSE:

REQUEST NO. 4:

All documents and communications that support your claim of Gates' alleged willful and intentional interference with your contracts or prospective business relationships.

RESPONSE:

REQUEST NO. 5:

All documents and communications concerning any damages you claim to have suffered as a result of Gates' alleged conduct.

RESPONSE:

REQUEST NO. 6:

RESPONSE:

REQUEST NO. 12:

All documents and communications between you and Gates during the time of his employment and following his resignation that relate to the claims alleged in the Petition.

RESPONSE:

REQUEST NO. 13:

All documents and communications concerning any customer, client, vendor, or partner of yours that you allege Gates improperly contacted or communicated with during the time of his employment.

RESPONSE:

REQUEST NO. 14:

All documents and communications concerning any customer, client, vendor, or partner of yours that you allege Gates improperly contacted or communicated with upon his departure from AFG.

RESPONSE:

REQUEST NO. 15:

All documents and communications that you allege evidence, relate, or pertain to any destruction or concealment of property belonging to AFG by Gates.

RESPONSE:

REQUEST 16:

All documents and communications that refer or relate to any Confidential Information, trade secrets, or proprietary information that you allege Gates disclosed or used.

RESPONSE:

REQUEST 17:

All documents and communications between You and the Federal Bureau of Investigation (FBI) regarding the ransomware, cyber incident, and/data breach that occurred on or about August of 2023.

RESPONSE:

REQUEST 18:

All documents and communications between You and the Federal Trade Commission (FTC) regarding the ransomware, cyber incident, and/data breach that occurred on or about August of 2023.

RESPONSE:

REQUEST 19:

All documents and communications between You and the fifty States Attorney Generals of the United States of America regarding the ransomware, cyber incident, and/data breach that occurred on or about August of 2023.

RESPONSE:

REQUEST 20:

All documents and communications between You and Integris IT regarding the ransomware, cyber incident, and/data breach that occurred on or about August 2023.

RESPONSE:

REQUEST 21:

All document and communications between You and Cowbell Cyber Inc. Insurance Company regarding the ransomware, cyber incident, and/data breach that occurred on or about August of 2023.

RESPONSE:

REQUEST 22:

All documents and communications with any consumers, customers, dealerships, distributors, car manufacturers, vendors and partners regarding the ransomware, cyber incident, and/data breach that occurred on or about August of 2023.

RESPONSE:

REQUEST 23:

All documents and communications with Booz Allen regarding the ransomware, cyber incident, and/data breach occurred on or about August of 2023.

RESPONSE:

REQUEST 24:

All documents, information and/or audio recording regarding conversations, including recorded communication, regarding agreements between Ralph W. Brewer III and any AFG employee, consultant, customer, vendor or affiliate regarding Travis Gates.

REQUEST 25:

All documents and communications from any third party who conducted an investigation into the ransomware, cyber incident, and/data breach which occurred on or about August 2023.

RESPONSE:

REQUEST 26:

All documents and communication between AFG employees, associates, customer, consultants and third parties regarding the ransomware, cyber incident, and/data breach which occurred on or about August of 2023.

RESPONSE:

REQUEST 27:

All communication between Amanda Tettleton and AFG executives, employees, associates, consultants and third parties regarding the ransomware, cyber incident, and/data breach that occurred in or about August of 2023.

RESPONSE:

All documents and communications defining Gates' roles, fiduciary duties and responsibilities as Chief Creative Officer of AFG Technologies.

RESPONSE:

REQUEST 34:

All documents, pleadings, depositions and communications related to the *Sean Dawson vs CareGard Warranty Services Inc. et al.*, United States District Court for The Central District of California, Case No. 5:23-cv-01139-SB-SP

RESPONSE:

REQUEST 35:

All documents and communications relating to AFG's compliance with the Federal Trade Commission Safeguards between January 1, 2022, and August 5, 2024.

RESPONSE:

REQUEST 36:

All communications and/or investigations between You and state or Federal Agencies, including but not limited to civil investigative demands.

RESPONSE:

REQUEST 37:

All communications with AFG director, Tina Brewer, regarding Gates's ownership and/or equity in AFG.

RESPONSE:

REQUEST 38:

All communications with AFG director, Tina Brewer, regarding the ransomware cyber security and/or data breach.

Exhibit A-7

CAUSE NO. 048-352249-24

**AUTOMOTIVE FINANCIAL GROUP,
INC.,**

Plaintiff,

v.

TRAVIS GATES,

Defendant.

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IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**TRAVIS GATES' FIRST REQUEST FOR ADMISSIONS
TO AUTOMOTIVE FINANCIAL GROUP, INC.**

TO: Plaintiff, Automotive Financial Group, Inc., by and through his attorneys of record, Mark L. Hill, SCHEEF & STONE, LLP, 2600 Network Blvd., Suite 400 Frisco, Texas 75034

Defendant Travis Gates ("Defendant" or "Gates") serves his First Request for Admissions on Automotive Financial Group ("AFG") as authorized by the Texas Rules of Civil Procedure. AFG must serve an answer to each admission separately and fully, along with responsive documents, within 30 days after service.

Respectfully submitted,

**BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ
A Professional Corporation**

By: /s/ Matthew E. Yarbrough

MATTHEW E. YARBROUGH

State Bar No. 00789741

ALEXIS N. DEL RIO

State Bar No. 24120796

JASON BLACKSTONE

State Bar No. 24036227

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myarbrough@bakerdonelson.com

adelrio@bakerdonelson.com

jblackstone@bakerdonelson.com

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2024, a copy of the above and foregoing was filed electronically with the Clerk of Court. Notice of this filing has been forwarded to all parties, by and through their attorneys of record as indicated below:

Via eServe Texas

Mark L. Hill

Steven Ovando

SCHEEF & STONE, LLP

2600 Network Blvd., Suite 400

Frisco, Texas 75034

Mark.hill@solidcounsel.com

Steven.ovando@solidcounsel.com

/s/ Alexis N. Del Rio

Alexis N. Del Rio

REQUESTS FOR ADMISSIONS

REQUEST NO. 1:

Admit that you have no written agreement with Gates prohibiting him from contacting your customers after his employment ended.

RESPONSE:

REQUEST NO. 2:

Admit that you have no written agreement with Gates prohibiting him from using general knowledge, skills, and experience he acquired during his employment with you.

RESPONSE:

REQUEST NO. 3:

Admit that Gates did not sign a non-compete agreement with you.

RESPONSE:

REQUEST NO. 4:

Admit that Gates did not sign a non-disclosure agreement with you.

RESPONSE:

REQUEST NO. 5:

Admit that you did not inform Gates, in writing, of any confidential information he was prohibited from disclosing after his employment ended.

RESPONSE:

REQUEST NO. 6:

Admit that you did not provide Gates with any formal training regarding the protection of confidential information during his employment.

RESPONSE:

REQUEST NO. 24:

Admit that you have not identified any trade secrets that Gates allegedly disclosed or used improperly.

RESPONSE:

REQUEST NO. 25:

Admit that you demoted Gates from his role as President of AFG Technologies.

RESPONSE:

REQUEST NO. 26:

Admit Gates was as 20% owner of AFG Technologies during his time as president of AFG Technologies.

RESPONSE:

REQUEST NO. 27:

Admit that you never paid any consideration towards Gates' 20% ownership of AFG Technologies upon his exit from AFG Technologies.

RESPONSE:

REQUEST NO. 28:

Admit that CareGard experienced a ransomware/cyber incident, and/or data breach on or around August 13, 2023.

RESPONSE:

REQUEST NO. 29:

Admit that AFG Companies did not have consistent connection to the network on August 13, 2023.

RESPONSE:

REQUEST NO. 30:

Admit that confidential financial information of consumers, employees and customers was compromised by Blackcat threat actors on or before August 13, 2023.

RESPONSE:

REQUEST NO. 31:

Admit that confidential financial information of consumers, employees and customers was compromised by ALPHV threat actors on or before August 13, 2023.

RESPONSE:

REQUEST NO. 32:

Admit that personal identifiable information of consumers, employees and customers was compromised by ALPHV threat actors on or before August 13, 2023.

RESPONSE:

REQUEST NO. 33:

Admit that personal identifiable information of consumers, employees and customers was compromised by Blackcat threat actors on or before August 13, 2023.

RESPONSE:

REQUEST NO. 34:

Admit that AFG did not disclose or notify BEN, Inc (Brand Engagement Network, Inc.) prior to or during contact negotiations during the month of August 2023 about the data breach.

RESPONSE:

REQUEST NO. 35:

Admit that BEN, Inc. was not notified about the ransomware data breach attack until after their agreement with AFG was executed on August 19, 2024. executed.

RESPONSE:

REQUEST NO. 36:

Admit that BEN, Inc. was not notified about the ransomware data breach attack until March 2024.

RESPONSE:

REQUEST NO. 37:

Admit that AFG is required to comply with the Federal Trade Commission Safeguard Rules.

RESPONSE:

REQUEST NO. 38:

Admit that AFG is required to implement and periodically review access controls of customer information pursuant to the Federal Trade Commission Safeguard rules.

REQUEST NO. 39:

Admit that AFG did not implement access controls of customer information.

RESPONSE:

REQUEST NO. 40:

Admit that AFG did not periodically review access controls of customer information.

RESPONSE:

REQUEST NO. 41:

Admit that AFG did not maintain a log of authorized users' activity when employees, associates and consultants were accessing customer information before August 13, 2023.

RESPONSE:

REQUEST NO. 42:

Admit that AFG did not maintain a log of authorized users' activity when employees, associates and consultants were accessing customer information on August 13, 2023.

RESPONSE:

REQUEST NO. 43:

Admit that prior to August 13, 2023, AFG did not have an incident response plan in place to address ransomware, cyber incident, and/data breach events.

RESPONSE:

REQUEST NO. 44:

Admit that you received a letter of resignation from Gates which included an offboarding plan.

RESPONSE:

REQUEST NO. 45:

Admit that as of April 5, 2024, AFG did not have an official offboarding plan in place for all employees.

RESPONSE:

REQUEST NO. 46:

Admit that as of April 5, 2024, AFG did not have an official offboarding plan in place for the role of Chief Creative Officer.

RESPONSE:

REQUEST NO. 47:

Admit that as of April 5, 2024, AFG did not have an official offboarding plan in place for the role of President of AFG Technologies.

RESPONSE:

REQUEST NO. 48:

Admit that you received an electronic file from Gates during his resignation which included design files.

RESPONSE:

REQUEST NO. 49:

Admit that prior to Gates' exit from AFG, Gates set up a sever with Flywheel Hosting.

RESPONSE:

REQUEST NO. 50:

Admit that Gates transferred all of AFG's sites to Flywheel Hosting server.

RESPONSE:

REQUEST NO. 51:

Admit that Gates gave AFG team members complete access to the Flywheel Hosting sever.

RESPONSE:

REQUEST NO. 52:

Admit that Ralph W. Brewer did not contact the Federal Bureau of Investigation about the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 53:

Admit that Keith Cooper did not contact the Federal Bureau of Investigation about the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 54:

Admit that Amanda Tettleton did not contact the Federal Bureau of Investigation about the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

REQUEST NO. 55:

Admit that William “Bill” Bigley did not contact the Federal Bureau of Investigation about the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 56:

Admit that Steven Ovando, contacted at least one States Attorneys General regarding the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 57:

Admit that Steven Ovando, contacted the California State Attorney General regarding the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 58:

Admit that AFG did not report the ransomware, cyber incident, and/data breach that occurred on August 13, 2023, to the Federal Trade Commission.

RESPONSE:

REQUEST NO. 59:

Admit that AFG was required to report the ransomware, cyber incident, and/data breach that occurred on August 13, 2023, to the Federal Trade Commission.

RESPONSE:

REQUEST NO. 60:

Admit that AFG Technologies had a non-binding letter of intent to sell to Brand Engagement Network Inc., in June of 2023

RESPONSE:

REQUEST NO. 61:

Admit that AFG failed to inform publicly traded automotive manufacturer Mercedes Benz USA, of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO.62:

Admit that AFG failed to inform publicly traded automotive manufacturer Nissan North America, of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 63:

Admit that AFG failed to inform publicly traded automotive manufacturer Stellantis, of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 64:

Admit that AFG failed to inform publicly traded automotive manufacturer Asbury Automotive Group, of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 65:

Admit that AFG failed to inform publicly traded automotive manufacturer Penske Automotive Group, Inc., of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 66:

Admit that AFG failed to inform publicly traded automotive manufacturer Sonic Automotive, Inc., of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 67:

Admit that AFG failed to inform publicly traded automotive manufacturer Lithia Motors, Inc., of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 68:

Admit that AFG failed to inform publicly traded automotive manufacturer Group 1 Automotive, Inc., of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 69:

Admit that AFG failed to inform publicly traded automotive manufacturer AutoNation, Inc., of the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 70:

Admit that the threat actors responsible for the ransomware, cyber incident, and/data breach that occurred on August 13, 2023, had encrypted over fifty thousand files.

RESPONSE:

REQUEST NO. 71:

Admit that the threat actors responsible for the ransomware, cyber incident, and/data breach that occurred on August 13, 2023, had encrypted over one hundred thousand files.

RESPONSE:

REQUEST NO. 72:

Admit that the threat actors responsible for the ransomware, cyber incident, and/data breach that occurred on August 13, 2023, data gained access to CareGard Warranty Services Inc.'s network "P Drive."

RESPONSE:

REQUEST NO. 73:

Admit that the "P drive" contained confidential information of employees of AFG.

RESPONSE:

REQUEST NO. 74:

Admit the "P drive" contained confidential information of consultants for AFG.

RESPONSE:

REQUEST NO. 75:

Admit that the "P drive" contained confidential information of AFG customers and consumers.

RESPONSE:

REQUEST NO. 76:

Admit that AFG received an email from "alphv.alphv@proton.me" which threatened to release the breached data obtained in the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 77:

Admit that Booz Allen confirmed the identity of the threat actor as ALPHV.

RESPONSE:

REQUEST NO. 78:

Admit that Booz Allen confirmed the identity of the threat actor as Blackcat.

RESPONSE:

REQUEST NO. 79:

Admit that AFG could not recover all data that was subject to the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 80:

Admit that AFG did not pay any ransom and/or demand from any threat actor involved in the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 81:

Admit that Ralph Wright Brewer instructed Booze Allen to not communicate with any threat actor.

RESPONSE:

REQUEST NO. 82:

Admit that Ralph Wright Brewer instructed Mullen Coughlin to not communicate with any threat actor.

RESPONSE:

REQUEST NO. 83:

Admit that Ralph Wright Brewer instructed all AFG employees to not communicate with any threat actor.

RESPONSE:

REQUEST NO. 84:

Admit that Ralph Wright Brewer, CEO of AFG, approved of the destruction of all employee computers involved in the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 85:

Admit that Ralph Wright Brewer, told at least one AFG executive employee to delete all communication relating to ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 86:

Admit that AFG and its subsidiaries had more than 2,000,000 customer files on August 13, 2023.

RESPONSE:

REQUEST NO. 87:

Admit that AFG and its subsidiaries had more than 1,000 car dealerships on August 13, 2023.

RESPONSE:

REQUEST NO. 88:

Admit that AFG has not paid income taxes to the Internal Revenue System because AFG reported losses for almost thirty years.

RESPONSE:

REQUEST NO. 89:

Admit that Sean Runels an employee of AFG, reset the AFG firewall and network logs after the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 90

Admit that not all of electronically stored information could be recovered after the ransomware, cyber incident, and/data breach that occurred on August 13, 2023.

RESPONSE:

REQUEST NO. 91

Admit that AFG has a net operating loss carry forward of more than twenty-five million dollars spanning approximately twenty-five years.

RESPONSE:

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Shauna Wright
Bar No. 24052054
shauna.wright@kellyhart.com
Envelope ID: 105413972
Filing Code Description: Motion (No Fee)
Filing Description: Motion to Consolidate
Status as of 9/10/2025 8:39 AM CST

Associated Case Party: THEAUTOMOTIVE FINANCIAL GROUP INC

Name	BarNumber	Email	TimestampSubmitted	Status
Judy Collins		judy.collins@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Meredith W.Knudsen		meredith.knudsen@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Shauna Wright		shauna.wright@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Klayton Hiland		klayton.hiland@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Jeana Burke		jeana.burke@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	9/9/2025 6:30:55 PM	SENT
Mark Hill		mhill@henryhilltx.com	9/9/2025 6:30:55 PM	SENT
Leslie Sanderson		lsanderson@henryhilltx.com	9/9/2025 6:30:55 PM	SENT
Stephanie Garner		stephanie.garner@kellyhart.com	9/9/2025 6:30:55 PM	SENT
Mary Baker		mbaker@henryhilltx.com	9/9/2025 6:30:55 PM	SENT
Mary Baker		mbaker@henryhilltx.com	9/9/2025 6:30:55 PM	SENT

Case Contacts

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Barbara Blaylock		barbara.blaylock@solidcounsel.com	9/9/2025 6:30:55 PM	SENT
Barbara Blaylock		bblaylock@henryhilltx.com	9/9/2025 6:30:55 PM	SENT

Associated Case Party: TRAVISGATES

Name	BarNumber	Email	TimestampSubmitted	Status
Alexis del Rio		adelrio@bakerdonelson.com	9/9/2025 6:30:55 PM	SENT

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Shauna Wright
Bar No. 24052054
shauna.wright@kellyhart.com
Envelope ID: 105413972
Filing Code Description: Motion (No Fee)
Filing Description: Motion to Consolidate
Status as of 9/10/2025 8:39 AM CST

Associated Case Party: TRAVISGATES

Alexis del Rio		adelrio@bakerdonelson.com	9/9/2025 6:30:55 PM	SENT
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Jason Blackstone		jason@ybfirm.com	9/9/2025 6:30:55 PM	SENT

Associated Case Party: RALPHWRIGHT, IIIBREWER

Name	BarNumber	Email	TimestampSubmitted	Status
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Associated Case Party: THEAUTOMOTIVE FINANCIAL GROUP COMPANIES INC

Name	BarNumber	Email	TimestampSubmitted	Status
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Associated Case Party: THEAUTOMOTIVE FINANCIAL GROUP

Name	BarNumber	Email	TimestampSubmitted	Status
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