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TARRANT COUNTY
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THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 048-352249-24

AUTOMOTIVE FINANCIAL GROUP, INC.,	§	**IN THE DISTRICT COURT**
	§	
Plaintiff,	§	
	§	
v.	§	**48th JUDICIAL DISTRICT**
	§	
TRAVIS GATES	§	
	§	
Defendant.	§	**TARRANT COUNTY, TEXAS**

NON-PARTY GENUINE LIFETIME, LLC'S OBJECTIONS AND BRIEF IN OPPOSITION TO THE MOTION TO CONSOLIDATE FILED BY PLAINTIFF AFG COMPANIES, INC.

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Non-Party Genuine Lifetime, LLC ("Genuine Lifetime"), who files this, its Objections and Brief in Opposition to Plaintiff Automotive Financial Group, Inc.'s ("AFG") Motion to Consolidate this case with a different case that its parent company, AFG Companies, Inc. ("AFG Companies"), concurrently filed in the 17th Judicial District of Tarrant County, Texas. Accordingly, Genuine Lifetime asks this Court to deny AFG's Motion to Consolidate (the "Motion"), and in support thereof, shows the following:

I. INTRODUCTION

1. The court should deny AFG's Motion to Consolidate primarily because Rule 174 does not authorize courts to transfer and consolidate cases pending before other courts, and secondarily because AFG's Motion fails to meet necessary legal standards and would result in significant prejudice and delay to Genuine Lifetime. The two cases at issue are fundamentally distinct, involving separate transactions, occurrences, and legal questions. *AFG Companies, Inc. v. Genuine Lifetime, LLC and Tyler Luck*, Cause No. 017-352358-24, pending in the 17th District

Court of Tarrant County, Judge Melody Wilkinson presiding (hereafter the "Genuine Lifetime Case") centers on allegations of fraud and misrepresentation related to a $4 million loan agreement and the concealment of a data breach by AFG Companies, while the above-styled and captioned case (the "Gates Case") involves claims of trade secret misappropriation and employment-related disputes. Consolidating these cases would not only confuse the issues but also unfairly prejudice Genuine Lifetime by delaying its trial, which is already scheduled for January 2026. Furthermore, AFG and its affiliates have waived any right to consolidate by initially choosing to file these cases separately, demonstrating a clear intent to litigate them independently. Therefore, the court should exercise its discretion to deny the motion, as consolidation would neither serve judicial economy nor promote the ends of justice.

II. A TALE OF TWO CASES

A. Who is Genuine Lifetime, and what is the Genuine Lifetime Case about?

2. Genuine Lifetime and AFG are both automotive businesses. Genuine Lifetime is a company 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 2020, Genuine Lifetime first began doing business with an *affiliate* of AFG known as CareGard Warranty Services, Inc. ("CareGard"). In the beginning, Genuine Lifetime brokered a valuable program between Mercedes Benz U.S.A. ("MBUSA") and CareGard, whereby CareGard (as a third-party administrator or "TPA") would administer some of Genuine Lifetime's lifetime limited warranties. As compensation, CareGard paid Genuine Lifetime ongoing royalties

for each customer contract brokered to CareGard through the program. In 2022, Genuine Lifetime brokered more programs for CareGard, including its largest and most profitable account with Southeast Toyota Distributors ("SET"). These royalties became Genuine Lifetime's primary source of income and the parties' relationship deepened from there.

4. After these SET and MBUSA brokered programs were humming and well underway, Genuine Lifetime started enjoying an average revenue of about $35,000 *per month* under the Original Brokered Agreement, and revenues were on pace to grow significantly from there—to as much as $100,000 per month or more.

5. Unfortunately, in 2023 and 2024, a treacherous dispute arose between Genuine Lifetime and CareGard's *parent* company, AFG Companies, (which wholly owns a host of AFG-related entities, including Plaintiff AFG in this lawsuit), and this dispute devastated Genuine Lifetime financially. It began in 2023, when Genuine Lifetime's members were looking to invest into the burgeoning field of artificial intelligence ("AI"), specifically investing in a new tech startup called Brand Engagement Network, Inc. ("BEN"). As a business, BEN creates powerful AI assistants capable of improving the automotive industry. In the world of cars and auto dealerships, BEN's creates intelligent customer-facing AI assistants able to increase dealership sales, improve data management systems, and lower labor costs. BEN also designs its AI products to be secure, ethical, and regulatorily compliant. So, part of BEN's intrinsic value was its guarantee to protect its end-user's consumer data, including protected financial and health information, in conformity with global data privacy regulations.

6. AFG Companies' owner and CEO, Wright Brewer, learned that Genuine Lifetime was investing in BEN, and he became very interested in BEN's AI technology. Brewer informed his contacts at Genuine Lifetime that he badly wanted to integrate BEN's AI technology into

CareGard's TPA systems and even into the systems of his other business entities. Brewer also represented for the first time that AFG Companies had a valuable database with a large volume of *secure* customer data that could leverage BEN's AI technology. Brewer assured BEN and Genuine Lifetime that AFG Companies' databases were fully operational, compliant with data security standards, and capable of legally integrating BEN's AI-powered customer engagement solutions technology. AFG Companies also specifically represented to Genuine Lifetime that AFG and its subsidiaries had robust data security protocols in place and that its IT infrastructure was fully prepared to support BEN's proprietary technology. Brewer emphasized AFG Companies' long-standing reputation in the automotive industry, presenting AFG Companies as a reliable and trustworthy partner. Clearly, Brewer indicated he was all in, and he wanted to be in business with BEN.

7. AFG Companies' efforts to court Genuine Lifetime and BEN eventually resulted in signing of several important agreements. One of these agreements was a bilateral Exclusive Reseller Agreement ("ERA" or "Reseller Agreement"). This ERA was a professional services contract whereby AFG Companies and all its subsidiaries (including CareGard) promised to integrate BEN's innovative AI technology into all ongoing dealership systems, including the major dealer agreements in place with Plaintiff Genuine Lifetime, and be the exclusive reseller of BEN's AI technology in the automotive industry. Within the Reseller Agreement, Genuine Lifetime observed AFG Companies make several material promises: (1) AFG Companies promised it would actually perform under the agreement and attempt to integrate and resell BEN's technology, (2) AFG Companies promised it had secure and compliant data systems and would be in compliance with all appliable data and cybersecurity laws, and (3) AFG Companies signed a non-compete, representing it would not compete against BEN in the AI sector. Finally, AFG made

other material misrepresentations to Genuine Lifetime in writing, including a First Amended Broker Agreement.

8. Ultimately, these representations were patently false, misleading, and partial disclosures, as *less than one week prior to* signing these contracts, AFG Companies (as well as CareGard and AFG) had just suffered a major data breach and ransomware attack that they were actively and illegally covering up. AFG Companies knew about the hack and the subsequent coverup at the times that these representations were made, yet remained deliberately silent. Genuine Lifetime and BEN were ignorant of the hack and coverup and did not have an equal opportunity to discover the existence of the same. Additionally, AFG Companies concealed from Genuine Lifetime and BEN that AFG Companies' plan all along was to steal BEN's AI technology and business plans for the automotive industry and engineer their own AI digital assistant and resell *that* product instead. This is proven from AFG Companies' quiet creation of its own AI companies and platforms named Pathw*AI*, Symphon*AI*, and D*ai*dax. Using these companies, AFG was able to develop its own AI assistant called AI Sherpa, which was implemented in automotive markets outside of Texas, to avoid BEN or Genuine Lifetime's attention. Finally, at no point after AFG Companies entered the Reseller Agreement did it even attempt to perform its obligations to ensure a successful launch—because it had no compliant data systems like it represented and because AFG Companies had no intention of actually helping BEN succeed.

9. Obviously, these misrepresentations and concealed facts were material to Genuine Lifetime in its decision to allow AFG Companies to join the BEN launch. Like allowing a fox into the hen house, Genuine Lifetime believed AFG Companies' misrepresentations and false promises about their supposedly secure data and systems as well as their silence about the existence of the hack, coverup, and business plans to undermine and compete against BEN. And these acts of

justified reliance directly produced the key contract at issue in the Genuine Lifetime Case: a deceptive four million dollars ($4,000,000) loan agreement (the "Loan Agreement"):

10. On October 17, 2023, AFG Companies induced Genuine Lifetime to agree to borrow $4 million agreement that could *only* be used to purchase shares of BEN, the company AFG sought to actively destroy. Deceptively, AFG was the party that proposed this arrangement as well as a personally guaranty agreement, forcing one of Genuine Lifetime's principals to pledge all his assets for repayment of the loan. Strategically, AFG Companies crafted the loan to be repaid *one month after* BEN was to go public on the NASDAQ. This was deliberate as AFG had its own positions in BEN and insider knowledge that the value of BEN's stock would immediately fall. When the stock did go public on March 15, 2024, Genuine Lifetime has alleges that AFG used its positions to manipulate the stock's value, causing it to tank, and causing Genuine Lifetime to be unable to repay the $4 million loan as all of Genuine Lifetime's positions in BEN using the loan's proceeds as induced were worth pennies on the dollar. Overnight, AFG's well-laid plans to defraud and eradicate Genuine Lifetime.

11. Had Genuine Lifetime and Tyler Luck known of any of these false promises, misrepresentation, and concealed facts, they would have *never* entered the Loan Agreement in the first place. Thus, the principal question of law and fact in the Genuine Lifetime Case is whether the Loan Agreement is void for fraud. *See* Exhibit A (Genuine Lifetime's Initial Disclosures, containing a recitation of the above allegations); *see also* Exhibit B (AFG Companies' Original Petition in the Genuine Lifetime Case).

B. The Gates Case is an Employment Case.

12. The Gates Case appears to concern completely different facts occurring at different times with different people. Plaintiff AFG in this action (not AFG Companies) pleads that in 2013,

it hired Gates, an employee, to serve as technology officer. Plf's Orig. Pet., at ⁋ 11. Allegedly, through this position, Gates gained access to "confidential and protected information concerning AFG and its Affiliates['] proprietary business processes, services and methods (collectively the "Confidential Information")." *Id.* at ⁋ 12. By its own pleadings, AFG provides only a vague description of what this "Confidential Information" was or is, alluding to "sales data and history," "product/service pricing data," "marketing programs and materials," "research and development," "customer lists and related data," "vendor data," "software applications and data," "internal communications," "training materials," "administrative credentials to numerous financial and other digital accounts." *Id.* Supposedly, a company computer housed this Confidential Information, and AFG asserts the Confidential Information contained inside should be deemed trade secrets under the Texas Uniform Trade Secrets Act ("TUTSA"). *Id.* at ⁋⁋ 13, 21. From there, AFG alleges that Gates violated TUTSA by downloading the Confidential Information, wiping the company computer, and "disclosing, publishing, and otherwise misappropriating AFG's Confidential Information." *Id.* at ⁋⁋ 14–15.

13. In response to these allegations, Gates has affirmatively pled that none of AFG's alleged trade secrets were trade secrets. Gates' First Amd. Answer, at ⁋ 2. He has further alleged he had neither an employment contract with AFG nor a confidentiality agreement. *Id.* at ⁋⁋ 3–4. Gates has pled numerous equitable affirmative defenses, including unclean hands, estoppel, and laches. *Id.* at ⁋⁋ 7–9. Finally, Gates has pled that AFG's claims are barred for being an illegal restraint on free trade. *Id.* at ⁋ 10.

14. Based on AFG's pleadings, the primary questions of law and fact in the Gates case appear limited to the following: (1) what is AFG's alleged Confidential Information, (2) is the Confidential Information a trade secret under TUFTA, (3) did Gates actually misappropriate the

trade secret, (4) did AFG sustain damages from the alleged misappropriation and if so, how much, and (5) whether any of Gates' affirmative defenses bar AFG's claims.

C. AFG and AFG Companies sue everyone in April 2024.

15. In April of 2024, AFG Companies and its affiliates took an offensive stance against Genuine Lifetime and Gates. Knowingly and voluntarily, AFG Companies and its affiliates chose to sue Genuine Lifetime and Gates in different lawsuits in Tarrant County within one week of one another. *Compare* Plf's Orig. Pet. in Gates Case (filed April 25, 2024), *with* AFG Companies' Orig. Pet. in Genuine Lifetime Case (filed April 30, 2024).

16. AFG Companies and AFG as masters of their own petitions, decided not to sue Genuine Lifetime and Gates together in one action. If AFG Companies and AFG believed the subject matters of the two actions were similar enough and convenient to litigate in one case, they certainly could have done so. But they did not.

D. The cases are developed separately, and the Genuine Lifetime Case nears trial.

17. Since AFG Companies and AFG initiated the two actions, they developed differently for eighteen months. In this case, AFG has resisted discovery attempts from Gates and has done almost no discovery of its own. In the Genuine Lifetime Case, voluminous written discovery has been exchanged, four depositions have been completed, several hearings have been held, pretrial materials have been submitted, and the case's trial has been narrowly continued three separate times. Trial is currently scheduled on January 26, 2026, and Genuine Lifetime will once again be ready to try its fraud affirmative defenses on the approaching setting and seek justice in the form of a take nothing judgment. Exhibit C (Current Order Setting Trial).

E. AFG files the Motion to delay trial in the Genuine Lifetime Case.

18. On September 8, 2025, new lead counsel for AFG Companies in the Genuine Lifetime Case, Shauna Wright, announced in a video conference with Genuine Lifetime that it wanted to file an agreed Motion to Consolidate the two actions. Ms. Wright's express reason for this consolidation was to avoid the prior trial setting in the Genuine Lifetime Case of October 6, 2025, presumably because she believed AFG Companies was not ready. Genuine Lifetime's counsel responded back in writing that it was opposed to such a proposition.

19. On September 26, 2025, the district court in the Genuine Lifetime Case ordered that the October 6, 2025, trial setting be reset, allowing the parties months of additional time to prepare for the current January 26, 2026 trial setting. Accordingly, Genuine Lifetime expected AFG to withdraw its Motion to Consolidate in this case. However, AFG has not done so, presumably because AFG Companies believes it may have some advantage in this district court versus the 17th district.

20. To this day, Genuine Lifetime still responds that the two cases are not substantially similar. They are so distinct both in questions of law and fact that it would prejudice Genuine Lifetime and would result in unnecessary delay.

III. THE CONTROLLING AUTHORITIES

21. Rule 174 of the Texas Rules of Civil Procedure provides as follows:

> (a) **Consolidation.** When actions involving a common question of law or fact are pending before *the court*, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.

Tex. R. Civ. P. 174(a) (emphasis added). Although Tex. R. Civ. P. 174 gives the trial court broad discretion to consolidate cases, the trial court's discretion is not unlimited. *Womack v. Berry,* 291 S.W.2d 677, 683 (1956) ("*Womack*").

22. The express purpose of the rule is to further convenience and avoid prejudice, and thus promote the ends of justice. When all of the facts and circumstances of the case unquestionably require a separate trial to prevent manifest injustice, and there is no fact or circumstance supporting or tending to support a contrary conclusion, and the legal rights of the parties will not be prejudiced thereby, there is no room for the exercise of discretion . . . . If it also appears that the injustice resulting from such refusal cannot later be remedied on appeal, the action of the court is subject to control by mandamus. *Id.*

23. Put differently, "a trial court is not vested with unlimited discretion but rather is required to exercise a sound and legal discretion within limits created by the circumstances of the particular case." *In re Gulf Coast Business Development Corp.*, 247 S.W.3d 787, 794 (Tex. App.—Dallas 2008, no pet.) (quoting *Womack*). Courts must balance the judicial economy and convenience that may be gained by consolidation against the possibility that consolidation may cause delay, prejudice, or jury confusion. *Dal–Briar Corp. v. Baskette,* 833 S.W.2d 612, 615 (Tex. App.—El Paso 1992, no writ). If consolidation would result in prejudice, delay, or *confusion*, a court should deny consolidation. *In re Van Waters & Rogers, Inc.*, 145 S.W.3d 203, 207 (Tex. 2004) (granting mandamus because consolidation would result in prejudice or confusion); *In re Shell Oil Co.*, 202 S.W.3d 286, 290 (Tex. App.—Beaumont 2006, orig. proceeding) (granting mandamus because consolidation would result in prejudice, delay, or confusion); *Dal-Briar Corp. v. Baskette*, 833 S.W.2d 612, 615 (Tex. App.—El Paso 1992, orig. proceeding) (granting mandamus because consolidation of two different employment cases would still result in prejudice,

delay, or confusion). "Each plaintiff here must stand or fall with the strength of his or her own case." *Dal-Briar Corp.*, 833 S.W.2d at 616.

IV. REASONS WHY THE COURT SHOULD DENY THIS MOTION

24. As a non-party seeking to avoid prejudice to its case pending in a separate district court of Tarrant County, Genuine Lifetime objects to AFG's Motion for the following reasons.

A. Procedurally, the Court cannot grant AFG's Motion under Rule 174 because the Genuine Lifetime Case is in a different court.

25. As cited earlier, Texas Rule of Civil Procedure 174(a), which is the legal basis for AFG's Motion, only empowers this Court to order a joint hearing or trial of "actions involving a common question of law or fact [that] are pending before *the court.*" (emphasis added). The Rule does not empower a district court to snatch away an action pending in another district court, even if they are both situated in the same county. *Flores v. Peschel*, 927 S.W.2d 209, 212–13 (Tex. App.—Corpus Christi–Edinburg 1996, no writ) ("**Rule 174(a) by its own language allows consolidation only of actions or cases that are then "pending before the court." Neither the rule itself, nor any cases interpreting it, suggests that it may be used to extend the court's authority to transfer and consolidate cases pending before other courts**.") (emphasis added).

26. Based on this objection, the Court must deny AFG's Motion.

B. The two cases do not substantially relate to one transaction, occurrence, subject matter, or question.

27. As evidenced by the pleadings and other exhibits attached to this submission, the Genuine Lifetime case and Gates case concern very different transactions, occurrences, subjects, and questions. The principal question of law and fact in the Genuine Lifetime Case is whether the Loan Agreement is void for fraud. *See* Exhibit A (Genuine Lifetime's Initial Disclosures, containing a recitation of the above allegations); *see also* Exhibit B (AFG Companies' Original

Petition in the Genuine Lifetime Case). To get there, Genuine Lifetime will present evidence of numerous contracts and dealings between it, BEN, and AFG Companies. Gates is not a signatory to any of these contracts, nor did he negotiate it.

28. The eventual fact finder in this action will *not* be asked to answer the following:

a. Did AFG fraudulently induce Genuine Lifetime to enter the loan agreement to invest $4 million in Brand Engagement Network?

b. Was AFG's concealment of a data breach and ransomware attack of its customer information prior to entering the Exclusive Reseller Agreement, First Amended Broker Agreement, and Loan Agreement a material fact that Genuine Lifetime relied upon to its detriment.

c. Were AFG's misrepresentations in the Exclusive Reseller Agreement that it was in compliance with all cybersecurity disclosure requirements and that it would not compete directly against BEN material representations that Genuine Lifetime relied upon to its detriment.

d. Was Genuine Lifetime's performance under the Loan Agreement rendered impracticable or impossible by stock manipulation within AFG's control or by the actions of third parties.

Instead, the fact finder(s) in this case are being asked to use their mental bandwidth to answer these questions:

a. Did AFG have any actual trade secrets?

b. Did Gates legally misappropriate said trade secrets?

c. Did Gates breach a fiduciary duty owed to AFG?

d. Did Gates tortiously interfere with existing contracts and/or prospective business relationships?

e. Did AFG sustain any actual damages from any of these claims?

f. Are any of AFG's claims barred by Gates' affirmative defenses?

29. Based on the above, it's unsurprising that AFG's Motion cannot cite to one instance where any actual common issues of law or fact are shared between the two actions. *See In re Gulf*

Coast Bus. Dev. Corp., 247 S.W.3d 787, 795 (Tex. App.—Dallas 2008, no pet.) (upholding denial of consolidation for this reason). At best, Gates may be called as a witness in the Genuine Lifetime case because he can authenticate evidence of AFG Companies' fraud. After all, Gates may have been the first person to publicly expose AFG Companies' illegal cover up of the data breach, and he may have inside information about AFG Companies' plans to compete against BEN, which is exceedingly relevant. But, even in a light viewed most favorably to AFG, this simply makes Gates a useful witness for proving distinct facts and questions of law present in the Genuine Lifetime case. The Court should deny AFG's Motion.

C. Any commonality AFG can show between the two actions is outweighed by the delay, prejudice, and confusion that would result from consolidation.

30. For extra measure, Genuine Lifetime would show that the pleadings and attached evidence demonstrate not only how unfair, prejudicial, and confusing it would be to try both these cases at one time, but also how consolidation will delay the trial in the Genuine Lifetime case in January 2026.

31. Again, the Genuine Lifetime Case primarily revolves around allegations of fraud related to a deceptive $4 million loan agreement and misrepresentations concerning data security and AI technology integration, which are entirely separate from the employment-related claims in the Gates Case. The Gates Case involves questions about the misappropriation of trade secrets and breach of fiduciary duty, which are unrelated to the contractual and fraud issues central to the Genuine Lifetime Case. Merging these cases would force the jury to navigate through unrelated and complex legal questions, leading to confusion and unfair prejudice against Genuine Lifetime (and also Gates). Because the dominant consideration for courts reviewing consolidation motions

is whether the trial will be fair and impartial to all parties, the Court should not grant this Motion. Both this case and the Genuine Lifetime Case should be evaluated and tried on their own merits.

D. AFG and AFG Companies have waived their right to try both cases in one action.

32. Waiver is defined as "an intentional relinquishment of a known right or intentional conduct inconsistent with claiming that right." *Jernigan v. Langley*, 111 S.W.3d 153, 156 (Tex. 2003). Waiver is largely a matter of intent, and for implied waiver to be found through a party's actions, intent must be clearly demonstrated by the surrounding facts and circumstances. *Id.*

33. AFG Companies and AFG are undisputed affiliates that had the right to sue Genuine Lifetime, Luck, and Gates in one action. Intentionally, and with the advice of counsel, AFG Companies and AFG sued these parties separately. Genuine Lifetime argues that the decision to sue its opponents in two separate actions in Tarrant County is a clear manifestation of its intent not to sue Genuine Lifetime, Luck, and Gates in one action. [1] Denial of the Motion is proper.

PRAYER

34. For these reasons, Non-Party Genuine Lifetime asks the Court to deny AFG's motion to consolidate this case with the Genuine Lifetime Case in the 17th Court in Tarrant County, Texas.

[1] AFG Companies' intent to pursue separate proceedings is further evidenced by its filing of a separate action in Wyoming (*AFG Companies Inc. v. Genuine Lifetime LLC et al.*, Case No. 2025-CV-0019225, Ninth Judicial District, Teton County, Wyoming, filed on January 21, 2025), approximately one week after BEN sued AFG Companies in the U.S. District Court for the Northern District of Texas (Case No. 3:25-cv-114, filed on January 14, 2025), suggesting a pattern of forum shopping, a clear intent to pursue separate proceedings, and employ dilatory tactics.

Respectfully submitted,

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ATTORNEYS FOR GENUINE LIFETIME

CERTIFICATE OF SERVICE

I hereby certify that, on October 6, 2025, a true and correct copy of the foregoing document was served on all counsel of record in this action by E-Serve.

/s/Asher K. Miller
Asher K. Miller

CERTIFICATE OF CONFERENCE

I certify that I have conferred, or made a reasonable attempt to confer, with counsel for the AFG regarding the merits of this motion, including through service of a thorough discovery deficiency letter on September 8, 2025, and that counsel for AFG has not responded with any agreement to the relief sought herein within seven days as requested.

/s/Asher K. Miller
Asher K. Miller

EXHIBIT A

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 INITIAL 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 Initial Disclosures pursuant to Rule 194 of the Texas Rules of Civil Procedure on Plaintiff AFG Companies, Inc. showing the following:

Respectfully submitted,

MCCATHERN, PLLC

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned certifies that on June 3, 2025., 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

(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

binding Exclusive Reseller Agreement ("ERA") and received 1.75M shares of stock value at $10.00 share, for a total of $17.5M in stock from BEN. Genuine Lifetime also signed an amended and revised Marketing Services Agreement with AFG in August of 2023. Guaranteeing funds to Genuine Lifetime in perpetuity for the Southeast Toyota Distributors (SET) relationship that Genuine Lifetime brought to AFG. Plaintiff even said that SET is their biggest customer in their 30+ year history. But most importantly, in the ERA, Plaintiff promised to be BEN's exclusive reseller in its approaching launch; Plaintiff promised not to compete against BEN; and in September 2023, Plaintiff promised to invest $6.5 million as the first of five yearly consecutive investments in BEN pursuant to a Subscription Agreement.[1] All of these representations and promises were conveyed to Genuine Lifetime and Luck before the Loan Agreement, Security Agreement, and Guaranty Agreement were signed to induce them into signing said agreements.

Ultimately, all these representations and promises were made falsely, deceptively, with an intent to mislead, or partially disclosure disclose information but conceal the truth, as actionable for fraud. It turned out that when Plaintiff entered the Reseller Agreement and promised to honor the obligations and anti-competition provisions stated therein, Plaintiff had no intention of honoring those promises at the time they were made, as Plaintiff made those promises only to obtain access to BEN's AI-Technology and immediately compete against it, creating new competing AI technology platforms known as "Symphonai," "Pathwai," and/or "DaidaX," and possibly assisting competitor Drive Centric or others to advance a competing AI customer service platform. Plaintiff made these false promises to both BEN and Defendants, as these misrepresentations of working together with BEN and not competing against BEN were a material reason for why Genuine Lifetime transferred its 500,000 shares of BEN to Brewer and his family through the First Amended Broker Agreement. Plaintiff reiterated these positive promises of collaboration with BEN and non-competition with BEN when Plaintiff pitched the Loan to Defendants to "help" BEN with its funding needs. Brewer also faked interest in a BEN acquisition around this time. Ultimately, Plaintiff made these false promises and misrepresentations to Defendants with the intent that Defendants would rely on them and to induce Genuine Lifetime and Luck into entering the Loan Agreement and other agreements identified in the Original Petition. In reliance on these false promises, misrepresentations, and Plaintiff's concealment of the active plans to compete against BEN, Genuine Lifetime signed the Loan Agreement & Security Agreement and Luck signed the Guaranty. Had Defendants known of these false promises, misrepresentations, and concealed plans to compete against the very company they were borrowing funds to invest in, Defendants would have never entered the Loan Agreement, Security Agreement or Guaranty in the first place.

Plaintiff also made representations and positive assertions of fact that it had secure databases and robust data security systems to honor its cybersecurity promises to BEN under the ERA,

[1] **Genuine Lifetime had also previously entered one other agreement with Plaintiff and Plaintiff's affiliate and alter ego, CareGard Warranty Services, Inc. (wholly owned and controlled by Wright Brewer), that involved BEN. This was a "First Amended Broker Agreement" back in August 2022, where the contracting parties who had a preexisting automotive warranty agreement in place modified their compensation structure to allow for Brewer and his wife Tina Brewer, son Ralph Wright Brewer IV, daughters Taylor Ann and Morgan Sue Brewer to each receive shares in BEN while it was still on the ground floor (500,000 total).**

which were material to Genuine Lifetime and Tyler Luck. However, these representations were false, misleading, and partial disclosures, as immediately prior to making these statements and entering the Loan Agreement (and other agreements), Plaintiff had suffered a major ransomware attack and were engaging in an illegal coverup of the hack. Plaintiff knew about the hack and the subsequent coverup at the times that these representations were made, yet remained deliberately silent. Defendants were ignorant of the Hack and coverup and did not have an equal opportunity to discover the existence of the same. Defendants relied to their detriment on Plaintiff's misrepresentations and false promises about their supposedly secure data and systems as well as their silence about the existence of the hack and coverup when Defendants entered the Loan Agreement (and other agreements). Again, the hack was material to Defendants and Defendants would not have entered the Loan Agreement (and other agreements) had Plaintiff properly disclosed the hack and subsequent coverup.

Finally, when Plaintiff falsely represented that it was loaning $4 million to Defendant Genuine Lifetime to invest in BEN to provide BEN financial funding for a successful launch in the automotive industry and to accommodate BEN's request for working capital—Plaintiff, Brewer, and his family were simultaneously planning a mass sell-off their own BEN shares purely to profit from the Loan Agreement as an insider and not for the purpose of supporting BEN. Indeed, when Plaintiff/Brewer made the representations of supporting BEN in connection with negotiating the Loan Agreement, they knew that their plans would devastate BEN, depress the stock, and harm Defendants, ultimately sabotaging the parties' original goal of working together to implement BEN in the automotive market. Had Defendants known of these false promises, misrepresentation, and concealed plans of the sell-off, Defendants would have never entered the Loan or the Guaranty in the first place.[2]

As part of its disclosures, Defendants also expressly incorporate by reference all allegations of fact and legal theories contained in the Second Amended Complaint filed by Plaintiffs Genuine Lifetime, LLC, Tyler Luck, and October 3rd Holdings, LLC in Civil Action No. 3:25-cv-01273-S-BN, currently pending in the United States District Court for the Northern District of Texas, Dallas Division.

(4) the amount and any method of calculating economic damages;

RESPONSE: Not applicable.

(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:

[2] It is also worth noting that under the aforementioned Subscription Agreement, AFG made only one payment in March of 2023 and defaulted on the balance of the Securities Purchase Agreement totaling $26M. BEN has sued AFG in Southern District of New York, Manhattan Division to compel AFG to honor its contract concurrently with this lawsuit.

Genuine Lifetime, LLC, its employees, agents, and authorized representatives, including Michael Lucas c/o McCathern, PLLC 3710 Rawlins Street, Suite 1600 Dallas, TX 75219 (214) 741-2662	**Party Defendant**
Tyler Luck c/o Levi G. McCathern, II McCathern, PLLC 3710 Rawlins Street, Suite 1600 Dallas, TX 75219 (214) 741-2662	**Party Defendant**
AFG Companies, Inc., its employees, agents, and authorized representatives c/o Mark L. Hill HENRY HILL PLLC 6801 Gaylord Parkway, Suite 400 Frisco, Texas 75034 Telephone: (972) 755-0002 Email: mhill@henryhilltx.com	**Party Plaintiff**
Ralph Wright Brewer, III 1900 Champagne Blvd. Grapevine, Texas 76051	**Person with knowledge of relevant facts in this case**
Ralph Wright Brewer IV ("Quade") 1675 W. Jeter Road Bartonville, Texas 76226 817-318-4172	**Person with knowledge of relevant facts in this case**
Tina Brewer 1675 W. Jeter Road Bartonville, Texas 76226 817-318-4172 (believed to be primary)	**Person with knowledge of relevant facts in this case**
Taylor Ann Brewer Address and Phone Number not known at this time	**Person with knowledge of relevant facts in this case**

Morgan Sue Brewer Address and Phone Number not known at this time	**Person with knowledge of relevant facts in this case**
Automotive Financial Group, Inc., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
AFG Technologies, LLC d/b/a Tronix, its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
CareGard Warranty Services, Inc., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
CareGard Dealer Services, LLC, its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
Southwest Colonial Reinsurance, Ltd., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
DaidaX, Inc., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**
Prime Reserve Plus, Inc., its employees, agents, and authorized representatives 1900 Champagne Blvd. Grapevine, Texas 76051	**Entity with knowledge of relevant facts in this case**

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**

Deerfield Beach, Florida 33442	
MBUSA (Mercedes Benz U.S.A.) One Mercedes-Benz Drive Sandy Springs, GA 30328	**Entity with knowledge of relevant facts in this case**
Brand Engagement Network, Inc. ("BEN"), its employees, agents, and authorized representatives 145 E. Snow King Ave, PO Box 1045 Jackson, Wyoming 83001 (307) 757-3650	**Entity with knowledge of relevant facts in this case**
ALPHV/BlackCat Address and Phone Number not known at this time	**Entity/group with knowledge of relevant facts in this case**
Mullen Coughlin LLC 426 W Lancaster Ave, Devon, PA 19333 (267) 930-4770	**Entity with knowledge of relevant facts in this case**
Booz Allen Hamilton Inc. 8283 Greensboro Drive Hamilton Building McLean, VA 22102 (713) 902-5000 c/o CT CORP SYSTEM, registered agent 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136 USA	**Entity with knowledge of relevant facts in this case**
Cowbell Insurance Agency LLC 6800 Koll Center Pkwy., Ste. 210 Pleasanton, CA 94566 USA +1 (833) 633-8666 c/o Incorporating Services, Ltd., registered agent 3610-2 North Josey, Suite 223 Carrollton, TX 75007-1603 USA	**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 McLean, VA 22101 Padgett_Thomas@bah.com	**Person with knowledge of relevant facts in this case**
Addia Rodriguez, attorney Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200	**Person with knowledge of relevant facts in this case**

Devon, PA 19333 arodriguez@mullen.law	
Jeff Boogay, Partner Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 jboogay@mullen.law	**Person with knowledge of relevant facts in this case**
John Mullen Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	**Person with knowledge of relevant facts in this case**
Cowbell Cyber Inc. / subsidiaries Person Most Knowledgeable 2550 Pacific Avenue Suite 700 Dallas, Texas 75226	**Entity with knowledge of relevant facts in this case**
David Brewer c/o Mark Hill 1900 Champagne Blvd. Grapevine, TX 76051	**Entity with knowledge of relevant facts in this case**
Google Inc., **c/o Corporation Service Company** 211 East 7th Street, Suite 620 Austin, Texas 78701-3218	**Entity with knowledge of relevant facts in this case**
Protective Asset Protection Laura L. Foster Vice President and Senior Counsel 14755 North Outer 40 Road, Suite 400 Chesterfield, MO 63017 office: 636-536-5667 mobile: 636-438-8200 laura.foster@protective.com	**Entity with knowledge of relevant facts in this case**
Zoom Communications Inc., (meetings) Zoom Voice Communications Inc., (Phone calls) 55 Almaden Boulevard, Suite 600 San Jose, CA 95113	**Entity with knowledge of relevant facts in this case**

Earthlink Holdings LLC c/o Corporation Service Company 211 East 7th Street, Suite 620 Austin, Texas 78701	**Entity with knowledge of relevant facts in this case**
Whats APP LLC c/o Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808	**Entity with knowledge of relevant facts in this case**
AT&T Wireless Subpoena National Compliance Center 11760 US Highway 1, Suite 600 North Palm Beach, Florida 22408	**Entity with knowledge of relevant facts in this case**
Microsoft Corporation c/o Corporation Service Company 211 East 7th Street, Suite 620 Austin, Texas 78701	**Entity with knowledge of relevant facts in this case**
Colonnade Advisors LLC **Colonnade Securities LLC** **Gina Cocking, CEO** 600 Cleveland Street #272 Clearwater, Florida 33755 gcocking@coladv.com 312-953-2658	**Entity/person with knowledge of relevant facts in this case**

Subject to and incorporating the person(s) and/or entity(ies) above, Defendants also names of any individuals and entities identified by any party as having knowledge of relevant facts and any custodians of records of parties and non-parties as necessary.

In addition, Defendants hereby disclose and reserve the right to call the following individuals:

a. Any individual which has been or will be named by any party in any answer to any discovery or disclosure response;

b. Any individual whose name appears on any document which has been or will be produced by any party in any response to request for production or any discovery;

c. Any individual whose name is reflected in any document which has been or will be submitted to the Court by affidavit;

d. Any individual whose name is reflected in any document which has been or will be subpoenaed by any party;

e. Any individual whose name appears in any transcript of any deposition taken in this matter; and

f. Any individual whose name is reflected in any document which has been or will be attached to the transcript of any deposition.

Defendants further incorporate all parties' disclosures of persons with knowledge of relevant facts and reserves the right to call any such witnesses. Also, Defendants reserve the right to disclose/call rebuttal witnesses – the need for which cannot be reasonably anticipated at this time.

(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:

(a) Relevant contracts between the parties
(b) Relevant e-mails
(c) Relevant voice recordings of Wright Brewer
(d) Other relevant documents

(7) any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE: None at this time.

(8) any settlement agreements described in Rule 192.3(g);

RESPONSE: Defendants are not aware of any settlement agreements at this time.

(9) any witness statements described in Rule 192.3(h);

RESPONSE: Defendants are not aware of any witness statements at this time.

(10) in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

RESPONSE: Not applicable to Defendants.

(11) in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party; and

RESPONSE: Not applicable to Defendants.

(12) the name, address and telephone number of any person who may be designated as a responsible third party.

RESPONSE: Defendants are not aware of any potential responsible third parties at this time.

EXHIBIT B

CAUSE NO. 017-352358-24

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

PLAINTIFF'S ORIGINAL PETITION

COMES NOW, Plaintiff AFG Companies, Inc. ("Plaintiff" or "AFG") and files this Original Petition against Defendants Genuine Lifetime, LLC, and Tyler J. Luck ("Defendants") and respectfully shows the Court the following:

I. DISCOVERY LEVEL AND RULE 47 STATEMENT

1. Plaintiff pleads for discovery under Level 3, pursuant to Texas Rule of Civil Procedure 190.4. Plaintiff seeks monetary relief over $1,000,000 and non-monetary relief.

II. PARTIES

2. Plaintiff is a domestic for-profit corporation, incorporated in the State of Texas.

3. Defendant **Genuine Lifetime, LLC** ("Genuine Lifetime") is a foreign limited liability company that may be served with process through its registered agent, **Company Agent, LLC,** at **125 S King Street Ste 2A, PO Box 1045, Jackson, Wyoming 83001**, or wherever it may be found.

4. Defendant **Tyler J. Luck** ("Tyler Luck") is an individual who may be served at **145 E. Snow King, Jackson, WY 83001,** or wherever he may be found.

III. JURISDICTION AND VENUE

5. This Court has jurisdiction over the parties and subject matter herein as the amount in controversy is within the jurisdictional limits of the Court. Venue is proper in Tarrant County, Texas pursuant to Chapter 15 of the Texas Civil Practices & Remedies Code, as well as the subject Loan Agreement.

IV. STATEMENT OF FACTS

6. On October 17, 2023, Genuine Lifetime and AFG entered into a loan agreement ("Loan Agreement"), wherein AFG agreed to loan Genuine Lifetime the principal sum of $4 million ("Loan"). The Loan Agreement included several material terms and conditions. This included, but was not limited to, Genuine Lifetime agreeing to pay an interest rate of ten percent (10%) per annum. The Loan Agreement also specified that Genuine Lifetime could use the proceeds of the Loan for only one purpose: to purchase shares of Brand Engagement Network, Inc. ("BEN Inc.").

7. Under Section I of the Loan Agreement, interest on the Loan would be due and payable on a yearly basis, with the first interest payment due within thirty (30) days of the date from when BEN Inc. shares traded on the NASDAQ stock market. Similarly, the outstanding principal and all unpaid accrued interest on the Loan would be due and payable on or before the earlier of (i) the one-year anniversary of the date of the Loan Agreement or (ii) the thirtieth (30^{th}) day following the date as of which the BEN Inc. shares traded on the NASDAQ stock market ("Maturity Date").

8. Genuine Lifetime also agreed to pay a loan fee of (10%) of the $4 million principal, or $400,000. The fee was likewise due within thirty (30) days from the date as of which the BEN Inc. shares traded on the NASDAQ stock market.

9. If a subsequent Event of Default occurred, as defined in the Loan Agreement, the Loan Agreement provided that AFG may declare all amounts immediately due and payable.

10. In addition to all principal and interest due on the Loan, Genuine Lifetime further agreed to pay all reasonable costs and expenses incurred by AFG in collecting the payment obligations through any proceeding, as well as all reasonable attorney's fees and expenses incurred by AFG related to the enforcement of the Loan Agreement.

11. Moreover, Section II of the Loan Agreement titled "Collateral and Guaranty" further detailed that AFG and Genuine Lifetime would enter into a security agreement ("Security Agreement"), which they did the same day they entered into the Loan Agreement. To secure full and complete payment of the Loan, Genuine Lifetime executed and delivered the Security Agreement, granting AFG a lien on all Genuine Lifetime's assets.

12. The Security Agreement, dated October 17, 2023, named Genuine Lifetime, LLC as "Grantor" and AFG as "Secured Party." The Security Agreement also detailed that Grantor entered into a Loan Agreement in favor of Secured Party and that Grantor granted a lien and security interest on the following assets ("Collateral"): (a) all assets of Grantor; and (b) any and all proceeds and products of the foregoing, and any other tangible or intangible property received upon the sale or disposition of the foregoing.

13. As required under Section 3 of the Security Agreement, a UCC-1 financing statement was filed with the Wyoming Secretary of State, perfecting a security interest in the above Collateral shortly after the signing of the Security Agreement.

14. Section 9 of the Security Agreement also granted AFG certain "Remedies" in the Event of Default as defined by the Loan Agreement. In particular, Section 9 of the Security Agreement specified that upon the occurrence of an Event of Default, the Secured Party may (i)

reduce its claim to judgment, foreclose, or otherwise enforce its security interest, or (ii) after notification, sell or otherwise dispose of all or any part of the Collateral.

15. Further yet, the Loan Agreement also contemplated the signing of a personal guaranty. That is, the Loan Agreement specified that AFG and Defendant Tyler Luck enter into a Personal Guaranty of Payment to AFG Companies, Inc. ("Personal Guaranty"), wherein 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 executing a Personal Guaranty of "Payment" to AFG—i.e., the $4 million principal plus interest payable to AFG as detailed in the Loan Agreement.

16. AFG and Tyler Luck—in his individual capacity and on behalf of himself—executed the Personal Guaranty on October 17, 2023.

17. Section 1.02 of the Personal Guaranty defines the "Guaranteed Debt" as the outstanding principal amount of the Loan Agreement and all accrued but unpaid interest thereon, and all costs, expenses, and fees, including but not limited to court costs and attorneys' fees, owed under the Loan Agreement.

18. Sections 1.01 and 1.03 of the Loan Personal Guaranty further clarify that if any part of the obligations under the Loan Agreement are not paid when due, Tyler Luck would be unconditionally liable for the Guaranteed Debt and would immediately, upon demand by AFG, pay the amount due on the Guaranteed Debt to AFG.

19. The Loan Agreement specifies scenarios considered an "Event of Default." Three relevant scenarios addressed herein, are: (i) when Genuine Lifetime failed to pay any principal of the Loan when it became due and payable, (ii) when Genuine Lifetime failed to pay any interest on the Loan payable under the Loan Agreement, and/or (iii) when Tyler Luck failed to observe or perform any covenant, condition, or agreement laid out in the Personal Guaranty.

20. Genuine Lifetime purchased its BEN Inc. shares with the proceeds of the Loan on March 14, 2024. The following day, the shares began trading on the NASDAQ Stock Market. Accordingly, the Maturity Date under the Loan Agreement was April 14, 2024, or thirty (30) days from March 15, 2024, when BEN Inc. shares traded for the first time on the NASDAQ stock market. In any event, AFG received no payment from Genuine Lifetime nor Tyler Luck—Guarantor—on or before the Maturity Date.

21. Still, to date, neither Genuine Lifetime nor Tyler Luck has made payment to AFG, even though it has been over two weeks since the entire Guaranteed Debt became due and payable, including the principal, the loan fee, and all unpaid interest.

22. The refusal to pay pursuant to the terms of the Loan Agreement is clearly an Event of Default under the Loan Agreement. This breach, in turn, has triggered the remedies available under Section 9 of the Security Agreement, which gives AFG the right to reduce its claim to judgment on the Loan and to enforce its security interest on all Collateral. Similarly, Tyler Luck has also breached the Personal Guaranty, which required that the Guarantor—in the event the obligations due under the Loan Agreement were not satisfied by Genuine Lifetime—"immediately upon demand by AFG . . . pay in lawful money. . .the amount due on the Guaranteed Debt to AFG."

23. Accordingly, Plaintiff files this lawsuit against Defendants for breach of contract on all three agreements related to the October 17, 2023 Loan: the Loan Agreement, the Security Agreement, and the Personal Guaranty.

24. As a final point, Genuine Lifetime is also bound to a Lock-Up Agreement, pursuant to which Genuine Lifetime along with any of its affiliates or related entities—including October 3rd Holdings, LLC, specifically named in the Lock-Up Agreement—have agreed to not offer, sell,

contract to sell, lend, hypothecate, pledge or otherwise dispose of their BEN Inc. shares until the Loan, the loan fee, and any unpaid interest has been paid to AFG.

V. CAUSES OF ACTION

COUNT 1 – BREACH OF CONTRACT (LOAN AGREEMENT)

25. AFG incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein.

26. Genuine Lifetime and AFG entered into a valid, enforceable contract in the form of the October 17, 2023 Loan Agreement. As part of the Loan Agreement, AFG agreed to loan Genuine Lifetime $4 million, the principal, at an agreed interest rate of ten percent (10%) per annum.

27. As part of the Loan Agreement, Genuine Lifetime agreed to pay back the Loan in full within thirty (30) days from the date as of which BEN Inc. shares began trading on the NASDAQ Market. Genuine Lifetime purchased its BEN Inc. shares on March 14, 2024. The following day, the shares began trading on the NASDAQ Stock Market. Accordingly, the Maturity Date under the Loan Agreement became April 14, 2024, or thirty (30) days from March 15, 2024, when BEN Inc. shares traded for the first time on the NASDAQ stock market. In any event, AFG received no payment from Genuine Lifetime nor Tyler Luck—Guarantor—on the Maturity Date.

28. Genuine Lifetime also agreed to pay a loan fee of (10%) of the entire $4 million principal, or $400,000. The fee was likewise due within thirty (30) days from the date as of which the BEN Inc. shares first traded on the NASDAQ stock market.

29. Although payment to AFG is past due under the Loan Agreement, neither Genuine Lifetime nor Tyler Luck made payment, despite their contractual obligation to do so. Genuine Lifetime thus breached the Loan Agreement: It failed to do precisely what it had promised to do under the Loan Agreement. It did not pay the $4 million principal, the loan fee, or the interest

due. In these respects, Genuine Lifetime wholly breached the Loan Agreement, which caused AFG damages.

COUNT 2 – BREACH OF CONTRACT (SECURITY AGREEMENT)

30. AFG incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein.

31. Genuine Lifetime and AFG entered into a valid, enforceable contract in the form of the October 17, 2023 Loan Agreement. As part of the Loan Agreement, AFG agreed to loan Genuine Lifetime $4 million, the loan fee, and the principal, at an agreed interest rate of ten percent (10%) per annum.

32. As part of the Loan Agreement, Genuine Lifetime agreed to pay back the Loan in full within thirty (30) days from the date as of which the BEN Inc. shares began trading on the NASDAQ Market. Genuine Lifetime purchased its BEN Inc. shares on March 14, 2024. The following day, the shares began trading on the NASDAQ Stock Market. Accordingly, the Maturity Date under the Loan Agreement became April 14, 2024, or thirty (30) days from March 15, 2024, when BEN Inc. shares traded for the first time on the NASDAQ stock market. In any event, AFG received no payment from Genuine Lifetime nor Tyler Luck—Guarantor—on the Maturity Date.

33. Genuine Lifetime also agreed to pay a loan fee of (10%) of the entire $4 million principal, or $400,000. The fee was likewise due within thirty (30) days from the date which BEN Inc. shares traded on the NASDAQ stock market.

34. Section II of the Loan Agreement titled "Collateral and Guaranty" specifies that AFG and Genuine Lifetime also entered into a Security Agreement on October 17, 2023.

35. The Security Agreement, dated October 17, 2023, named Genuine Lifetime as "Grantor" and AFG as "Secured Party." The Security Agreement further specified that Grantor entered into a Loan Agreement in favor of Secured Party and that Grantor granted a lien and

security interest on the following assets ("Collateral"): (a) all assets of Grantor; and (b) any and all proceeds and products of the foregoing, and any other tangible or intangible property received upon the sale or disposition of the foregoing.

36. Section 9 of the Security Agreement granted AFG certain "Remedies" in the Event of Default as defined by the Loan Agreement. Namely, under Section 9 of the Security Agreement, upon the occurrence of an Event of Default, the Secured Party would have the right to reduce its claim for the amount due and owing to judgment or to otherwise enforce its security interest.

37. Although payment to AFG is past due under the Loan Agreement, neither Genuine Lifetime nor Tyler Luck made payment despite their contractual obligation to do so. Because Genuine Lifetime wholly defaulted on the Loan Agreement, AFG files this suit to collect judgment against Genuine Lifetime in light of the remedies afforded to AFG under the Security Agreement.

COUNT 3 – BREACH OF CONTRACT (PERSONAL GUARANTY)

38. AFG incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein.

39. Genuine Lifetime and AFG entered into a valid, enforceable contract in the form of the October 17, 2023 Loan Agreement. As part of the Loan Agreement, AFG agreed to loan Genuine Lifetime $4 million, at an agreed interest rate of ten percent (10%) per annum plus a loan fee.

40. Tyler Luck, a member of October 3rd Holdings, LLC and a director of Genuine Lifetime, personally and unconditionally guaranteed Genuine Lifetime's obligations to AFG under the Loan Agreement, meaning AFG could collect against Tyler Luck alone for the total amount of the Loan Agreement and all unpaid interest thereon in the Event of Default as defined under the Loan Agreement. Indeed, Tyler Luck, in his individual capacity and on behalf of himself alone, entered into a Personal Guaranty agreement with AFG, guaranteeing the Loan.

41. As part of the Loan Agreement, Genuine Lifetime agreed to pay back the Loan in full within thirty (30) days from the date as of which the BEN Inc. shares began trading on the NASDAQ Market. Genuine Lifetime purchased its BEN Inc. shares on March 14, 2024. The following day, the shares began trading on the NASDAQ Stock Market. Accordingly, the Maturity Date under the Loan Agreement became April 14, 2024, or thirty (30) days from March 15, 2024, when BEN Inc. shares traded for the first time on the NASDAQ stock market. In any event, AFG received no payment from Genuine Lifetime nor Tyler Luck—Guarantor—on the Maturity Date.

42. Genuine Lifetime also agreed to pay a loan fee of (10%) of the entire $4 million principal, or $400,000. The fee was likewise due within thirty (30) days from the date as of which the BEN Inc. shares traded on the NASDAQ stock market.

43. Although payment to AFG is past due under the Loan Agreement, neither Genuine Lifetime nor Tyler Luck made payment, despite their contractual obligation to do so under the Loan Agreement and the Personal Guaranty, respectively. Genuine Lifetime and Tyler Luck thus breached both Agreements, which caused AFG Damages.

VI. CONDITIONS PRECEDENT

44. All conditions precedent to AFG's right to bring the above causes of action, and for recovery requested herein, have been performed or otherwise already occurred.

VII. ATTORNEYS FEES

45. AFG seeks the recovery its reasonable attorney's fees pursuant to the subject Loan Agreement, Guaranty and/or Texas Civil Practice and Remedies Code § 38.001(b)(8).

VIII. CONCLUSION

46. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff AFG Companies, Inc. requests Defendants Genuine Lifetime, LLC and Tyler J. Luck, be cited to appear and answer, and further pray that it be awarded judgment against Defendants, jointly and severally, for all of the following:

(1) Compensatory and actual damages in an amount to be determined at trial;

(2) Foreclosure of Defendants' assets and interests, as requested herein;

(3) Attorneys' fees of Plaintiff incurred in this action;

(4) The costs of Plaintiff incurred in this action;

(5) Prejudgment and post-judgment interest to the extent permitted by law; and

(6) All other relief, at law or in equity, to which AFG proves itself justly entitled.

Respectfully submitted,

SCHEEF & STONE, LLP

By: */s/ Mark L. Hill*
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ATTORNEYS FOR PLAINTIFF

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Melissa Diaz on behalf of Mark Hill
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Envelope ID: 87228741
Filing Code Description: Petition
Filing Description: Plaintiff's Original Petition
Status as of 4/30/2024 4:15 PM CST

Associated Case Party: AFG COMPANIES, INC.

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EXHIBIT C

CAUSE NO. 017- 352358-24

AFG COMPANIES, INC.	§	**IN THE DISTRICT COURT**
	§	
	§	
VS.	§	**TARRANT COUNTY, TEXAS**
	§	
	§	
GENUINE LIFETIME, LLC AND TYLER J. LUCK	§	**17TH JUDICIAL DISTRICT**
	§	

ORDER SETTING TRIAL

The Court hereby enters the following trial setting and other pretrial deadlines. All deadlines not contained in this Order shall be governed by the Texas Rules of Civil Procedure and Tarrant County Local Rules.

January 16, 2026 by noon	Each party shall file with the clerk of the court an exhibit list, witness list, motions in limine, and a proposed charge of the court or proposed findings of fact/conclusions of law. A courtesy copy of the proposed charge should also be sent in Word format via e-mail to pjmaples@tarrantcountytx.gov.
January 22, 2026 at 2:30 p.m.	The Court will conduct a pretrial hearing on this date and time with the parties.
January 26, 2026	This case is set for trial during the week of January 26, 2026.

Signed on this 26th day of September, 2025.

Melody Wilkinson

Melody Wilkinson, Judge Presiding

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Filing Description: ***Order Setting Trial***
Status as of 9/26/2025 1:30 PM CST

Case Contacts

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McCathern Receptionist		receptionist@mccathernlaw.com	9/26/2025 11:38:59 AM	SENT
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Filing Description: ***Order Setting Trial***
Status as of 9/26/2025 1:30 PM CST

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cvaladez@mccathernlaw.com
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Filing Code Description: Answer/Response
Filing Description: Non-Party GL's Objections and Response to AFG's Motion to Consolidate
Status as of 10/7/2025 8:32 AM CST

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Case Contacts

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Associated Case Party: TRAVISGATES

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cvaladez@mccathernlaw.com
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Associated Case Party: THEAUTOMOTIVE FINANCIAL GROUP

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