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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

AFG Companies, Inc.,)
Plaintiff,)
v.) Case No.: 25-104
GENUINE LIFETIME LLC, a Wyoming)
Limited Liability Company; BRAND)
ENGAGEMENT NETWORK INC., a Wyoming)
For Profit Corporation, d/b/a BEN AI, d/b/a BEN,)
f/k/a BLOCKCHAIN EXCHANGE NETWORK)
INC.; OCTOBER 3RD HOLDINGS, LLC, a)
Wyoming Limited Liability Company; MICHAEL)
LUCAS, individually; TYLER LUCK, individually,)
DUE FIGLIE, LLC, a Wyoming Limited Liability)
Company, SHAWN LUCAS, individually,)
Defendants.)

ANSWER TO COMPLAINT

COMES NOW Defendants Genuine Lifetime LLC (“Genuine”), Brand Engagement Network Inc. (“BEN”), October 3rd Holdings, LLC (“October”), Michael Lucas and Due Figlie,

LLC (“Figlie”) (collectively “Defendants”), through their counsel, Crowley Fleck PLLP, answers the Plaintiff’s *Complaint* as follows:

PARTIES, JURISDICTION, AND VENUE

1. In answering paragraph 1 of Plaintiff’s *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 1 and, therefore, denies the same.

2. In answering paragraph 2 of Plaintiff’s *Complaint*, Defendants admit the allegations of paragraph 2.

3. In answering paragraph 3 of Plaintiff’s *Complaint*, Defendants admit that BEN is a Wyoming corporation. Defendants deny the remaining allegations contained therein.

4. In answering paragraph 4 of Plaintiff’s *Complaint*, Defendants admit that October is a Wyoming limited liability company. Defendants further admit that Michael Lucas and Tyler Luck are the sole members of October. Defendants deny the remaining allegations contained in Paragraph 4.

5. In answering paragraph 5 of Plaintiff’s *Complaint*, Defendants note that the allegations do not relate to any of the answering Defendants. To the extent the allegations relate to the answering Defendants, they are denied.

6. In answering paragraph 6 of Plaintiff’s *Complaint*, Defendants deny the allegations contained therein.

7. In answering paragraph 7 of Plaintiff’s *Complaint*, Defendants admit the allegations of Paragraph 7.

8. In answering paragraph 8 of Plaintiff’s *Complaint*, Defendants admit that Shawn and Michael Lucas are brothers. Defendants further admit that Shawn Lucas formed Due Figlie in

June 2020, and is the managing member of Due Figlie. Defendants deny the remaining allegations contained in Paragraph 8.

9. In answering paragraph 9 of Plaintiff's *Complaint*, Defendants admits that Travis Gates was employed by AFG. Defendants are without sufficient information or belief to admit or deny the remaining allegations of paragraph 9 and, therefore, deny the same.

10. In answering paragraph 10 of Plaintiff's *Complaint*, Defendant note that the paragraph states legal arguments which require no answer. To the extent paragraph 10 states facts requiring an answer they are denied.

11. In answering paragraph 11 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 11.

12. In answering paragraph 12 of Plaintiff's *Complaint*, Defendants note that paragraph 12 states legal conclusions which require no answer. To the extent paragraph 12 alleges facts requiring an answer they are denied.

13. In answering paragraph 13 of Plaintiff's *Complaint*, Defendants notes that paragraph 13 states legal conclusions which require no answer. To the extent paragraph 13 alleges facts requiring an answer they are denied.

14. In answering paragraph 14 of Plaintiff's *Complaint*, Defendants notes that paragraph 14 states legal conclusions which require no answer. To the extent paragraph 14 alleges facts requiring an answer they are denied.

FACTS COMMON TO PLAINTIFF'S CLAIMS FOR RELIEF

15. In answering paragraph 15 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 15.

16. In answering paragraph 16 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 16.

17. In answering paragraph 17 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 17 and, therefore, deny the same.

18. In answering paragraph 18 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 18 and, therefore, deny the same.

19. In answering paragraph 19 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 19 and, therefore, deny the same.

20. In answering paragraph 20 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 20.

21. In answering paragraph 21 of Plaintiff's *Complaint*, Defendants admit that a letter of intent ("LOI") was agreed to for the acquisition of AFG. Defendants deny the remaining allegations contained in paragraph 21.

22. In answering paragraph 22 of Plaintiff's *Complaint*, admit that the acquisition did not occur. Defendants further state that the exclusive reseller agreement speaks for itself, and Defendants deny Paragraph 22 to the extent that its representation of the exclusive reseller agreement is incomplete or inconsistent with the full language of the agreement. Any remaining allegations in paragraph 22, if any, are denied.

23. In answering paragraph 23 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 23.

24. In answering paragraph 24 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 24.

25. In answering paragraph 25 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 25.

26. In answering paragraph 26 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 26.

27. In answering paragraph 27 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 27.

28. In answering paragraph 28 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 28 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

29. In answering paragraph 29 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 29 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

30. In answering paragraph 30 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 30 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

31. In answering paragraph 31 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 31.

32. In answering paragraph 32 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 32 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

33. In answering paragraph 33 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 33 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

34. In answering paragraph 34 of Plaintiff's *Complaint*, Defendants states that the Exclusive Reseller Agreement speaks for itself, and Defendants deny Paragraph 34 to the extent that its representation of the Exclusive Reseller Agreement is incomplete or inconsistent with the full language of the agreement.

35. In answering paragraph 35 of Plaintiff's *Complaint*, Defendants admit that AFG entered the First Subscription Agreement. Defendants deny the remaining allegations of paragraph 35.

36. In answering paragraph 36 of Plaintiff's *Complaint*, Defendants states that the Second Subscription Agreement speaks for itself, and Defendants deny Paragraph 36 to the extent that its representation of the Second Subscription Agreement is incomplete or inconsistent with the full language of the agreement.

37. In answering paragraph 37 of Plaintiff's *Complaint*, Defendants states that the Second Subscription Agreement speaks for itself, and Defendants deny Paragraph 37 to the extent that its representation of the Second Subscription Agreement is incomplete or inconsistent with the full language of the agreement.

38. In answering paragraph 38 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 38.

39. In answering paragraph 39 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 39.

40. In answering paragraph 40 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 40.

41. In answering paragraph 41 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 41.

42. In answering paragraph 42 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 42.

43. In answering paragraph 43 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 43 and, therefore, denies the same.

44. In answering paragraph 44 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 44 and, therefore, denies the same.

45. In answering paragraph 45 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 45 and, therefore, denies the same.

46. In answering paragraph 46 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 46.

47. In answering paragraph 47 of Plaintiff's *Complaint*, Defendants admit that Travis Gates was President of AFG Technologies, Inc. at the time of the ransomware attack. Defendants

are without sufficient information or belief to admit or deny the remaining allegations of paragraph 47 and, therefore, denies the same.

48. In answering paragraph 45 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 45 and, therefore, denies the same.

49. In answering paragraph 49 of Plaintiff's *Complaint*, Defendants admit that Shawn Lucas led a technology summit relating to BEN Auto. Defendants deny the remaining allegations of paragraph 49.

50. In answering paragraph 50 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 50.

51. In answering paragraph 51 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 51.

52. In answering paragraph 52 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 52.

53. In answering paragraph 53 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 53 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

54. In answering paragraph 54 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 54 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

55. In answering paragraph 55 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 55 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

56. In answering paragraph 56 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 56 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

57. In answering paragraph 57 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 57 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

58. In answering paragraph 58 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 58 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

59. In answering paragraph 59 of Plaintiff's *Complaint*, Defendants states that the Loan Agreement speaks for itself, and Defendants deny Paragraph 59 to the extent that its representation of the Loan Agreement is incomplete or inconsistent with the full language of the agreement.

60. In answering paragraph 60 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 60.

61. In answering paragraph 61 of Plaintiff's *Complaint*, Defendants admit that AFG has filed a prior lawsuit in Tarrant County, Texas, alleging Genuine Lifetime and Luck defaulted on the Loan Agreement. Defendants affirmatively state that that previous lawsuit, and this lawsuit in Teton County, Wyoming, only occurred after Defendants filed multiple lawsuits against AFG.

62. In answering paragraph 62 of Plaintiff's *Complaint*, Defendants states that the Personal Guarantee speaks for itself, and Defendants deny Paragraph 62 to the extent that its representation of the Personal Guarantee is incomplete or inconsistent with the full language of the agreement.

63. In answering paragraph 63 of Plaintiff's *Complaint*, Defendants states that the Personal Guarantee speaks for itself, and Defendants deny Paragraph 63 to the extent that its representation of the Personal Guarantee is incomplete or inconsistent with the full language of the agreement.

64. In answering paragraph 64 of Plaintiff's *Complaint*, Defendants admit that Luck and AFG entered into the Lock-Up Agreement. Defendants deny the remaining allegations of paragraph 64.

65. In answering paragraph 65 of Plaintiff's *Complaint*, Defendants states that the Lock-Up Agreement speaks for itself, and Defendants deny Paragraph 65 to the extent that its representation of the Lock-Up Agreement is incomplete or inconsistent with the full language of the agreement.

66. In answering paragraph 66 of Plaintiff's *Complaint*, Defendants states that the Lock-Up Agreement speaks for itself, and Defendants deny Paragraph 66 to the extent that its representation of the Lock-Up Agreement is incomplete or inconsistent with the full language of the agreement.

67. In answering paragraph 67 of Plaintiff's *Complaint*, Defendants admit that Genuine Lifetime and AFG entered a Security Agreement. Defendants deny the remaining allegations of paragraph 67.

68. In answering paragraph 68 of Plaintiff's *Complaint*, Defendants states that the Security Agreement speaks for itself, and Defendants deny Paragraph 68 to the extent that its representation of the Security Agreement is incomplete or inconsistent with the full language of the agreement.

69. In answering paragraph 69 of Plaintiff's *Complaint*, Defendants states that the Security Agreement speaks for itself, and Defendants deny Paragraph 69 to the extent that its representation of the Security Agreement is incomplete or inconsistent with the full language of the agreement.

70. In answering paragraph 70 of Plaintiff's *Complaint*, Defendants states that the Security Agreement speaks for itself, and Defendants deny Paragraph 70 to the extent that its representation of the Security Agreement is incomplete or inconsistent with the full language of the agreement.

71. In answering paragraph 71 of Plaintiff's *Complaint*, Defendants states that the Security Agreement speaks for itself, and Defendants deny Paragraph 71 to the extent that its representation of the Security Agreement is incomplete or inconsistent with the full language of the agreement.

72. In answering paragraph 72 of Plaintiff's *Complaint*, Defendants states that the Security Agreement speaks for itself, and Defendants deny Paragraph 72 to the extent that its representation of the Security Agreement is incomplete or inconsistent with the full language of the agreement.

73. In answering paragraph 73 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 73.

74. In answering paragraph 74 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 74.

75. In answering paragraph 75 of Plaintiff's *Complaint*, Defendants admit that BEN AI has gone through some leadership changes. Defendants deny the remaining allegations of paragraph 75.

76. In answering paragraph 76 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 76.

77. In answering paragraph 77 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 77.

78. In answering paragraph 78 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 78.

79. In answering paragraph 79 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 79.

80. In answering paragraph 80 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 80.

81. In answering paragraph 81 of Plaintiff's Complaint, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 81 and, therefore, deny the same.

82. In answering paragraph 82 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 82.

83. In answering paragraph 83 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 83 and, therefore, deny the same.

84. In answering paragraph 84 of Plaintiff's Complaint, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 84 and, therefore, deny the same.

85. In answering paragraph 85 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 85.

86. In answering paragraph 86 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 86.

87. In answering paragraph 87 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 87.

88. In answering paragraph 88 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 88.

89. In answering paragraph 89 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 89.

90. In answering paragraph 90 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 90.

91. In answering paragraph 91 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 91.

92. In answering paragraph 92 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 92.

93. In answering paragraph 93 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 93.

94. In answering paragraph 94 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 94.

95. In answering paragraph 95 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 95.

96. In answering paragraph 96 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 96.

97. In answering paragraph 97 of Plaintiff's *Complaint*, Defendants deny that BEN sent AFG a letter indicating that it was terminating the Exclusive Reseller Agreement. Defendants deny the remaining allegations of paragraph 97.

98. In answering paragraph 98 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 98.

99. In answering paragraph 99 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 99.

**FIRST CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME AND OCTOBER 3RD HOLDINGS:
- BREACH LOCK-UP AGREEMENT, and SECURITY AGREEMENT**

100. Defendants restate and reallege each answer found in paragraphs 1-99 above.

101. In answering paragraph 101 of Plaintiff's *Complaint*, Defendants notes that paragraph 101 states legal conclusions which require no answer. To the extent paragraph 101 alleges facts requiring an answer they are denied.

102. In answering paragraph 102 of Plaintiff's *Complaint*, Defendants notes that paragraph 102 states legal conclusions which require no answer. To the extent paragraph 102 alleges facts requiring an answer they are denied.

103. In answering paragraph 103 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 103.

104. In answering paragraph 104 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 104.

105. In answering paragraph 105 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 105.

106. In answering paragraph 106 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 106. Defendants further affirmatively allege that Plaintiffs are not entitled to the assets and Luck has no liability under the personal guaranty.

107. In answering paragraph 107 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 107.

108. In answering paragraph 108 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 108.

**SECOND CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME, TYLER LUCK, AND OCTOBER 3RD HOLDINGS:
-BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING-**

109. Defendants restate and reallege each answer found in paragraphs 1-108 above.

110. In answering paragraph 110 of Plaintiff's *Complaint*, Defendants notes that paragraph 110 states legal conclusions which require no answer. To the extent paragraph 110 alleges facts requiring an answer they are denied.

111. In answering paragraph 111 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 111.

112. In answering paragraph 112 of Plaintiff's *Complaint*, Defendants admit AFG paid Genuine Lifetime \$4,000,000, but states that the Security Agreement, Personal Guarantee, and Lock-Up Agreements speak for themselves, and Defendants deny Paragraph 112 to the extent that its representation of the agreements are incomplete or inconsistent with the full language of the agreements.

113. In answering paragraph 113 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 113.

114. In answering paragraph 114 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 114.

115. In answering paragraph 115 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 115.

116. In answering paragraph 116 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 116.

117. In answering paragraph 117 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 117.

**THIRD CAUSE OF ACTION AGAINST
DEFENDANTS GENUINE LIFETIME AND OCTOBER 3RD HOLDINGS:
-UCC FORECLOSURE ON COLLATERAL OF BEN AI STOCK-**

118. Defendants restate and reallege each answer found in paragraphs 1-117 above.

119. In answering paragraph 119 of Plaintiff's *Complaint*, Defendants notes that paragraph 119 states legal conclusions which require no answer. To the extent paragraph 119 alleges facts requiring an answer they are denied.

120. In answering paragraph 120 of Plaintiff's *Complaint*, Defendants are without sufficient information or belief to admit or deny the allegations of paragraph 120 and, therefore, denies the same.

121. In answering paragraph 121 of Plaintiff's *Complaint*, Defendants state that the Loan Agreement and Security Agreement speak for themselves, and Defendants deny Paragraph 121 to the extent that its representation of the agreements is incomplete or inconsistent with the full language of the agreements.

122. In answering paragraph 122 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 122.

**FOURTH CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME, OCTOBER 3rd HOLDINGS,
MICHAEL LUCAS, SHAWN LUCAS, TYLER LUCK, and DUE FIGLIE:
- UNJUST ENRICHMENT -**

123. In answer paragraphs 123 through 134, the Defendants note that the unjust enrichment claims have been dismissed, and these paragraphs require no response. To the extent paragraphs 123 through 134 require a response, they are denied.

**FIFTH CAUSE OF ACTION AGAINST
DEFENDANTS LUCK, SHAWN LUCAS, DUE FIGLIE, and MICHAEL LUCAS:
- TORTIOUS INTERFERENCE WITH A CONTRACT**

124. Defendants restate and reallege each answer found in paragraphs 1-134 above.

125. In answering paragraph 136 of Plaintiff's *Complaint*, Defendants notes that paragraph 136 states legal conclusions which require no answer. To the extent paragraph 136 alleges facts requiring an answer they are denied.

126. In answering paragraph 137 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 137.

127. In answering paragraph 138 of Plaintiff's *Complaint*, Defendants admit the allegations of paragraph 138.

128. In answering paragraph 139 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 139.

129. In answering paragraph 140 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 140.

130. In answering paragraph 141 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 141.

131. In answering paragraph 142 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 142.

132. In answering paragraph 143 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 143.

133. In answering paragraph 144 of Plaintiff's *Complaint*, Defendants admit that the Reseller Agreement has been terminated. Defendants deny the remaining allegations of paragraph 144.

134. In answering paragraph 145 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 145.

135. In answering paragraph 146 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 146.

136. In answering paragraph 147 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 147.

**SIXTH CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME, OCTOBER 3RD, TYLER LUCK,
SHAWN LUCAS, DUE FIGLIE and MICHAEL LUCAS:
- CIVIL CONSPIRACY TO COMMIT FRAUD -**

137. In answer paragraphs 148 through 173, the Defendants note that the unjust enrichment claims have been dismissed, and these paragraphs require no response. To the extent paragraphs 148 through 173 require a response, they are denied.

**SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME, OCTOBER 3RD, TYLER LUCK,
SHAWN LUCAS, DUE FIGLIE, and MICHAEL LUCAS:
- FRAUD AND CONSTRUCTIVE FRAUD -**

138. In answer paragraphs 174 through 198, the Defendants note that the unjust enrichment claims have been dismissed, and these paragraphs require no response. To the extent paragraphs 174 through 198 require a response, they are denied.

**EIGHTH CAUSE OF ACTION AGAINST DEFENDANTS
GENUINE LIFETIME, LUCK, BEN AI,
OCTOBER 3RD HOLDINGS, and MICHAEL LUCAS:
-SECURITIES FRAUD PURSUANT TO W.S. §17-4-501-**

139. In answer paragraphs 199 through 219, the Defendants note that the unjust enrichment claims have been dismissed, and these paragraphs require no response. To the extent paragraphs 199 through 219 require a response, they are denied.

**NINTH CAUSE OF ACTION AGAINST DEFENDANTS
BEN AI, GENUINE LIFETIME, TRAVIS LUCK, AND OCTOBER 3RD HOLDINGS:
- INJUNCTIVE RELIEF -**

140. Defendants restate and reallege each answer found in paragraphs 1-139 above.

141. In answering paragraph 221 of Plaintiff's *Complaint*, Defendants notes that paragraph 221 states legal conclusions which require no answer. To the extent paragraph 221 alleges facts requiring an answer they are denied.

142. In answering paragraph 222 of Plaintiff's *Complaint*, Defendants notes that paragraph 222 states legal conclusions which require no answer. To the extent paragraph 222 alleges facts requiring an answer they are denied.

143. In answering paragraph 223 of Plaintiff's *Complaint*, Defendants notes that paragraph 223 states legal conclusions which require no answer. To the extent paragraph 221 alleges facts requiring an answer they are denied.

144. In answering paragraph 224 of Plaintiff's *Complaint*, Defendants notes that paragraph 224 states legal conclusions which require no answer. To the extent paragraph 224 alleges facts requiring an answer they are denied.

**TENTH CAUSE OF ACTION AGAINST DEFENDANTS
BEN AI, TRAVIS LUCK, SHAWN LUCAS, AND MICHAEL LUCAS:
-BUSINESS DEFAMATION and BUSINESS DEFAMATION PER SE-**

145. In answer paragraphs 225 through 237, the Defendants note that the unjust enrichment claims have been dismissed, and these paragraphs require no response. To the extent paragraphs 225 through 237 require a response, they are denied.

DAMAGES

146. In answering paragraph 238 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 238.

147. In answering paragraph 239 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 239.

148. In answering paragraph 240 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 240.

149. In answering paragraph 241 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 241.

150. In answering paragraph 242 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 242.

151. In answering paragraph 243 of Plaintiff's *Complaint*, Defendants deny the allegations of paragraph 243.

152. To the extent any allegation made in Plaintiff's *Complaint* has not been specifically admitted or denied in the paragraphs above, they are hereby denied.

ANSWER TO REQUEST FOR RELIEF

Answering the Plaintiff's request for relief, Defendants deny that judgment should be entered in favor of Plaintiff, and further denies that relief requested should be granted.

AFFIRMATIVE DEFENSES

1. Plaintiff fails, in whole or in part, to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred, in whole or in part, by the doctrines of unclean hands, ratification, waiver, or estoppel.
3. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.
4. Defendants assert that they are not liable to Plaintiff because the agreements described in Plaintiff's Complaint were the product of fraud.
5. Defendants assert that performance under the agreements was excused because performance was impossible of impracticable.
6. Defendants are not liable to Plaintiff because the agreements described in Plaintiff's Complaint were void against public policy.
7. Plaintiff failed to mitigate its damages.
8. The various agreements mentioned above entitles Defendants as the prevailing party to the costs and fees incurred in defending this action.
9. Defendants reserve the right to assert additional affirmative defenses as may be disclosed during the course of additional investigation and discovery.

WHEREFORE, Defendants requests that Plaintiff take nothing by its claims for relief and that Defendants be given judgment dismissing Plaintiff's *Complaint* and awarding Defendant its costs, disbursements, and fees, along with any other relief deemed just and equitable.

/s/ Timothy M. Stubson

Timothy M. Stubson (WY Bar #6-3144)

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing document was served this 15th day of December 2025, via electronic filing to the following:

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/s/ *Timothy M. Stubson*