

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

AFG COMPANIES, INC.,

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Plaintiff,

Civil Action No. 4:25-cv-01272-O

**GENUINE LIFETIME, LLC AND TYLER J.
LUCK,**

Defendants.

DEFENDANTS' MOTION TO TRANSFER VENUE

Defendants Genuine Lifetime, LLC (“Genuine”) and Tyler Luck (collectively, “Defendants”) hereby move, pursuant to 28 U.S.C. § 1404(a), to transfer this action to the United States District Court for the District of Wyoming, where a substantially identical and more expansive action involving the same parties and claims is already pending. For the reasons set forth below, both private and public factors strongly favor transferring this case to Wyoming federal court.

I. INTRODUCTION AND FACTUAL BACKGROUND

This action arises from Plaintiff AFG Companies, Inc.’s (“AFG”) claims for breach of contract against Defendants Genuine and Luck, stemming from a series of agreements related to a \$4 million loan. AFG originally filed this suit in Tarrant County state court (Cause No. 017-352358-24), which Defendants properly removed to this Court based on diversity jurisdiction under 28 U.S.C. § 1332. AFG moved to remand on November 21, 2025, Dkt. 5, and Defendants’ opposed the motion on December 12, 2025. Dkt. 11. Defendants have subsequently filed this motion to transfer the case to the District of Wyoming.

Significantly, nearly a year ago, AFG filed a complementary lawsuit asserting identical breach-of-contract claims against these same Defendants in Wyoming state court. *See* Ex. A, AFG Companies, Inc. v. Genuine Lifetime LLC, et al., 2025-CV-0019225, Teton County. Curiously, AFG only filed that lawsuit on January 21, 2025—*after* the Tarrant County case (in the 17th Judicial District before Judge Wilkinson) was administratively closed in November 2024. Defendants removed the Teton County Wyoming action to the United States District Court for the District of Wyoming (Case No. 25-CV-104), invoking removal jurisdiction based on diversity of citizenship. AFG did not move to remand or otherwise object to the removal from Wyoming State Court to Wyoming Federal Court. Further, AFG has actively litigated the case in Wyoming federal court for approximately eight months, including responding to motions. *See* Docket, AFG Companies, Inc. v. Genuine Lifetime LLC, et al., No. 25-CV-104 (D. Wyo.) (entries reflecting AFG’s filings, no remand motion, and ongoing proceedings). At no point has Plaintiff alerted the various Texas tribunals where its other cases are pending that a related or identical lawsuit is being concurrently litigated in Wyoming. The omission of this key fact is glaring, as it has a direct implication on the instant motion to transfer venue as well as Plaintiff’s motion to remand.

The Wyoming action includes the exact same parties (AFG, Genuine, and Luck) and the identical core claims (breach of contract and guaranty related to the \$4 million loan) as this lawsuit. Additional defendants in the Wyoming case, including October 3 Holdings LLC, Michael Lucas, Due Figlie LLC, and Shawn Lucas are related entities or individuals whose involvement arises from the same underlying transactions, further supporting consolidation in Wyoming to avoid piecemeal litigation. Further, most of these Defendants are entities that were formed or operate in Wyoming and individuals that reside in Wyoming. Notably, each of the Wyoming-resident

Defendants—Genuine Lifetime, Tyler Luck, October 3rd Holdings LLC, Due Figlie LLC, and Brand Engagement Network Inc. (“BEN”)—have accepted service of the Wyoming Complaint.

AFG’s subsequent initiation of a parallel lawsuit in Wyoming almost one year ago and its failure to contest federal removal jurisdiction in Wyoming constitutes a tacit agreement to litigate the instant, analogous case in the state of Wyoming. Yet, in this parallel Texas action, AFG seeks remand to state court, engaging in forum shopping to control the narrative, delay resolution, and inflate Defendants’ legal costs. This is evidenced by AFG’s strategic consolidation in Texas state court of unrelated claims against Travis Gates (a Texas citizen) as an attempt to destroy diversity, shortly after obtaining an unopposed extension of time under false pretenses to avoid a trial setting in January 2026. Critically, the only connection to Texas in the instant matter is that Plaintiff is a Texas corporation.

Moreover, AFG’s pleadings in both actions repeatedly infer overlapping issues regarding the Loan Agreement, UCC-1 Financing Statement, collateral, and guarantees. For instance, AFG alleges the same \$4 million obligation, secured by the same collateral (i.e., Wyoming-based BEN Inc. shares and related assets), and enforced through the same guaranty by Tyler Luck, a Wyoming resident. This has forced Defendants Genuine and Luck to defend identical issues in two jurisdictions, creating undue burden, risk of inconsistent rulings, and exponential legal fees and costs.

AFG itself argued vehemently for consolidation in Texas state court under the guise of judicial economy and to avoid duplicative legal proceedings. (AFG Motion to Consolidate, Tarrant County, July 2025: emphasizing the need to streamline the litigation and prevent unnecessarily slowing the cases). AFG cannot now oppose transfer when consolidation in Wyoming would achieve the very efficiencies they previously championed, especially as the Wyoming action was

first filed against other defendants who are equity owners in Genuine Lifetime and involves the core parties and claims without the unrelated causes of action against Gates.

Further underscoring AFG’s inconsistent positions, AFG’s own Corporate Disclosure Statement in the Wyoming federal action admits it is a Texas corporation headquartered in Texas, with 100% ownership by a Texas resident, Ralph Wright Brewer III. (AFG Corporate Disclosure Statement, Doc. 24, D. Wyo. Case No. 25-CV-104). Despite its Texas roots, AFG chose to initiate the identical claims in Wyoming, accepted federal jurisdiction there, and has actively prosecuted the case—demonstrating no inconvenience in litigating in Wyoming federal court.

Transfer to Wyoming is clearly in the interests of justice and will promote efficiency, prevent duplicative efforts, and honor AFG’s own acceptance of the Wyoming forum.

II. ARGUMENT

Under 28 U.S.C. § 1404(a), a district court may transfer a civil action to any other district where it might have been brought “[f]or the convenience of parties and witnesses, in the interest of justice.” Section 1404 was enacted to lessen the burden to transfer a lawsuit under the common law doctrine of *forum non conveniens*. *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 314–15 (5th Cir. 2008) (en banc). While *forum non conveniens* previously involved “a heavy burden” and a “substantially more convenient alternative” forum, Section 1404 requires only a showing of “good cause” that supports “convenience of parties and witnesses, in the interests of justice.” *Id.* The movant bears this burden, but courts have broad discretion. *Id.* at 311.

Section 1404’s threshold inquiry is whether the transferee district is one where the action “might have been brought.” In other words, the destination court (here, Wyoming) must (1) have subject matter jurisdiction, (2) have personal jurisdiction over the Defendants, and (3) satisfy the venue requirements of 28 U.S.C. § 1391(b)(2). *In re Volkswagen*, 545 F.3d 304 at 312.

Once the threshold inquiry has been satisfied, Courts weigh private factors and public factors to determine if transfer is supported by good cause and is in the interests of justice. Private factors include: plaintiff's choice of forum, convenience of witnesses and parties, cost of attendance, and access to proof. *Id.* at 315. Moreover, public factors include: administrative burdens and judicial economy, local interest in adjudicating the dispute, the court's familiarity with the governing law, and avoidance of conflict. *Id.* Transfer is favored when doing so will avoid parallel proceedings and forum shopping.

A. The Threshold Test Is Satisfied

As a preliminary matter, the threshold inquiry is satisfied in this case, as evidenced by the concurrently and identical action already pending in the District of Wyoming. The District of Wyoming has subject matter jurisdiction via diversity jurisdiction, as AFG is a resident of Texas and Defendants Genuine and Luck are residents of, collectively: Wyoming, California, and Nevada. *See* Dkt. 1, Notice of Removal. Next, venue is proper under 28 U.S.C. § 1331(b)(2), as a majority of the events giving rise to this lawsuit occurred in Wyoming, where several of the Defendants or members of Genuine Lifetime LLC reside, and where Genuine conducts its operations. Finally, for the same reasons, personal jurisdiction exists in Wyoming over both Defendants (Genuine and Luck).

B. The Private Factors Favor Transfer

Each of the relevant private factors strongly favors a Wyoming forum.

1. Plaintiff's Choice of Forum

While deference is typically given to a plaintiff's choice of forum, the precise amount of deference is substantially less under Section 1404 than the common law doctrine of *forum non conveniens*. Further, such deference is diminished where, as here, the chosen forum has minimal

connection to the operative facts serves to inconvenience all other parties and potential witnesses. *See Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 255-56 (1981). The only connection this matter has to Texas is that Plaintiff resides there. As such, AFG’s invocation of this forum is entitled to little weight, and good cause exists to transfer this matter to the District of Wyoming. The claims in this case center on a Wyoming-based entity (Genuine), a Wyoming resident (Tyler Luck), and agreements tied to Wyoming activities. Moreover, AFG itself chose Wyoming state court for identical claims and accepted federal jurisdiction there without any objection whatsoever. This inconsistent behavior—suing in Wyoming against these Defendants, coupled with pursuing parallel Texas litigation—is a blatant attempt at gamesmanship, especially given AFG’s consolidation tactics in Texas as an attempt to evade federal court. *See In re Horseshoe Ent.*, 337 F.3d 429, 434 (5th Cir. 2003) (holding that “under Fifth Circuit precedent [] the plaintiff’s choice of forum is . . . neither conclusive nor determinative.”). The Court should not reward Plaintiff’s bad behavior in attempting to circumvent the Federal Rules of Civil Procedure.

2. Convenience of Witnesses and Parties

The convenience of witnesses and parties strongly favors transfer to Wyoming. Key witnesses, including Tyler Luck and representatives of Genuine (a Wyoming LLC), reside in or near Wyoming. Additionally, the other Defendants in Wyoming are Wyoming LLCs that are affiliated with Genuine and its members. In contrast, AFG (a Texas entity) has already demonstrated willingness to litigate in Wyoming by filing there and not contesting removal. The strong Wyoming nexus to this case also means that non-party witnesses related to the loan transactions are more accessible in Wyoming. *See In re Volkswagen*, 545 F.3d at 317 (holding convenience to non-party witnesses is a particularly important consideration in deciding whether to transfer venue).

3. Cost of Attendance and Access to Proof

Litigation in Wyoming reduces costs for Defendants, who are based there, while AFG's costs are comparable given its active participation in the parallel Wyoming case. The vast amount of documentary evidence (e.g., contracts, communications, and other corporate records) is primarily located in Wyoming or electronically accessible, minimizing any Texas tilt.

C. The Public Factors Favor Transfer

1. Interest of Justice and Avoidance of Duplicative Litigation

This factor—largely dispositive of the transfer analysis—counsels heavily in favor of transferring this case to Wyoming. Of course, parallel federal actions waste resources and risk inconsistent rulings. The latter point is particularly important where, as here, a first-filed case is proceeding upon identical claims and Parties. *See In re Viatron Computer Sys.*, 462 F. Supp. 382, 385 (J.P.M.L. 1978) (“Rather than require a new judge to become familiar with [an] action . . . it would be more efficient to transfer the New York action and allow the transferee judge, who is most familiar with the nuances of this litigation, to resolve any further pretrial issues and to conduct settlement proceedings with respect to all actions in this litigation.”); *In re King Res. Co. Sec. Litig.*, 385 F. Supp. 588, 590 (J.P.M.L. 1974) (transferring case because “it is clear that the allegations contained in [the] complaint raise questions of fact common to those raised in some of the actions already pending in the transferee court” and because pending motions were better heard before judge in first filed action).

It is plainly not in this Court’s interest to litigate matters which have already been decided elsewhere and which may be subject to collateral estoppel. Indeed, the Wyoming case, involving identical claims and Parties, is further advanced than this matter; in that case, Defendants’ Rule 12(b)(6) motion was granted in substantial part. Specifically, on November 14, 2025, the Wyoming

court dismissed AFG’s unjust enrichment claim with prejudice and ordered AFG to amend its complaint by December 14, 2025, to provide specific facts supporting the remaining claims (including fraud and defamation). *AFG Companies v. Genuine Lifetime LLC, et al.*, Case No. 25-CV-00104 at Dkt. 25. AFG failed to meet this deadline and instead filed a motion for a 20-day extension on December 15, 2025, delaying disclosure of key facts and unnecessarily prolonging the litigation. *Id.* at Dkt. 27.

Importantly, transfer will allow consolidation of this case and the pending Wyoming case under Fed. R. Civ. P. 42(a). The increased efficiency from such consolidation would undoubtedly promote consistent ruling, conserve valuable judicial resources, and give the Court more time to tend to its many other matters. AFG’s non-challenge to Wyoming removal estops it from objecting now—allowing transfer honors its implicit agreement to that federal forum. *See New Hampshire v. Maine*, 532 U.S. 742, 749-51 (2001) (confirming judicial estoppel prevents inconsistent positions). Denying transfer rewards AFG’s gamesmanship tactics, particularly when AFG itself touted the benefits of consolidation in Texas to “streamline the litigation” and avoid “duplicative legal proceedings.”

2. Administrative Difficulties and Court Congestion

The District of Wyoming has a lighter docket than the Northern District of Texas, facilitating faster resolution. The District of Wyoming has far fewer matters and filings per active judgeship than the Northern District of Texas. Specifically, according to National Judicial Caseload Profile, of the 94 judicial districts in the United States, Wyoming ranks 89 for total case filings per active judgeship while the Northern District of Texas ranks 21. *See* United States District Courts – National Judicial Caseload Profile, https://www.uscourts.gov/sites/default/files/2025-02/fcms_na_distprofile1231.2024.pdf (last

visited Dec. 19, 2025). In 2024, the Northern District of Texas had 632 total filings per judgeship while the District of Wyoming had 205 per judgeship. *Id.* This massive discrepancy in workload is yet another reason why the interests of justice require this lawsuit be transferred to Wyoming and litigated alongside the parallel case. This “administrative burden” factor also supports transfer.

3. Local Interest and Governing Law

Notably, three of the relevant agreements between Genuine Lifetime, Luck, and AFG have Wyoming choice of law clauses that require the contracts be construed under Wyoming law. These contracts also have exclusive venue provisions which state that any claim is to be brought in a Wyoming court. *See* Exs. B-D. This alone demonstrates that Wyoming is the proper jurisdiction for this lawsuit. Clearly, Wyoming courts are more adept at construing and applying Wyoming law than courts from other states and circuits. Moreover, Wyoming has a stronger local interest, as Genuine is a Wyoming entity with Wyoming operations, and the key events underpinning this case occurred there.

D. Transfer Will Not Prejudice AFG

AFG cannot claim prejudice from litigating in a state it *itself* chose in another functionally identical matter almost one year ago. Additionally, Plaintiff cannot claim additional hardship based on litigating in Wyoming federal court as opposed to Wyoming state court, as it declined to object when the Wyoming suit was removed or at any point since the removal. As mentioned, the instant case is analogous in both claims and parties to the matter pending before Chief Judge Rankin in Cheyenne, Wyoming. Transferring this action to the District of Wyoming, where a first-filed suit is currently proceeding, serves only to streamline proceedings and avoid inconsistent rulings without altering any of the Parties’ substantive rights.

III. CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court grant this Motion and transfer this action to the United States District Court for the District of Wyoming.

Dated: December 23, 2025

Respectfully submitted,

By: /s/ *Matthew E. Yarbrough*
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*Attorneys for Defendants GENUINE
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 23, 2025, a true and correct copy of the foregoing document was served via ECF notification on all parties entitled to ECF notification in this case.

/s/ Matthew Yarbrough

Matthew Yarbrough

Exhibit A

Wyoming Complaint

**FILED**

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**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
 STATE OF WYOMING, COUNTY OF TETON**

AFG Companies, Inc.,)	Case No. 2025-CV-_____
)	
<i>Plaintiff,</i>)	
)	
v.)	
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 3 RD HOLDINGS LLC, a)	
Wyoming Limited Liability Company; MICHAEL)	
LUCAS, individually; TYLER LUCK, Individually,)	
DUE FIGLIE, LLC, a Wyoming Limited Liability)	
Company, SHAWN LUCAS, individually,)	
)	
<i>Defendants.</i>)	

COMPLAINT

COMES NOW, the Plaintiff, AFG Companies Inc. (“AFG”), by and through its Counsel, Walker Law LLP, and for its Complaint, states and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. AFG is a company with its principal place of business in Grapevine, Texas. AFG provides alternatives to finance and insurance products with extensive experience in the automotive industry.
2. Genuine Lifetime is a Wyoming Limited Liability Company with its principal place in Jackson, Wyoming.
3. BEN AI is a Wyoming for Profit Corporation with principal place of business is located in Jackson, Wyoming.
4. October 3rd Holdings LLC (“October 3rd”) is a Wyoming Limited Liability Company with its principal place of business in Cheyenne, Wyoming. Upon information and belief, October 3rd owns an approximate 58% interest in Genuine Lifetime. October 3rd is owned 50% by Tyler Luck and 50% by Michael Lucas.
5. Tyler Luck (“Luck”) is a co-founder of BEN AI and serves on its board as well as its chief product officer. Luck is also the Managing Member of Genuine Lifetime. Luck is a resident of Jackson, Wyoming.
6. Michael Lucas is married to Luck, is also a co-founder of BEN AI, and is a consultant to BEN AI. Michael Lucas is a resident of Jackson, Wyoming.
7. Shawn Lucas was formerly a contractor for a subsidiary of AFG pursuant to a consulting agreement which commenced in late 2021. In his role with AFG, Shawn Lucas provided advisory services to assist AFG with corporate advice, strategy, general mentoring, technology, product development, and legal and financial matters.

8. Shawn and Michael Lucas are brothers. Upon information and belief, Shawn Lucas is the Managing Member of Due Figlie LLC, a Wyoming LLC (“Due Figlie”), which is an entity that owned or owns shares in BEN AI. Shawn Lucas formed Due Figlie in June of 2020 and serves as its Manager. Shawn Lucas has substantial personal contact with Wyoming through his management of Due Figlie.

9. Travis Gates (“Gates”) was employed by AFG to oversee its subsidiary AFG Technologies. Gates worked in this role from approximately October of 2013 through February of 2024. Upon information and belief, Gates resides in an RV with his primary residence in Texas.

10. This Court has jurisdiction as the primary places of business for BEN AI, October 3rd, and Genuine Lifetime are all in Wyoming. Further, Luck and Michael Lucas are residents of Teton County, Wyoming. Finally, many of the Parties’ relevant agreements require that any disputes arising therefrom be brought in the state of Wyoming and be controlled by Wyoming law.

11. Upon information and belief, the executive offices where the records relevant to this case would be stored are in Teton County, Wyoming.

12. The foregoing individuals have purposely availed themselves of Wyoming law and have had minimum contacts with Wyoming as they are either residents of Wyoming or have substantial investments in or activities with Wyoming companies, and those investments and activities are at issue in the above-captioned matter.

13. This dispute seeks injunctive relief and the amount in dispute exceeds the jurisdictional limits of this Court.

14. Venue is proper within this Court as a majority of the activities, decisions, and records relating to the above-captioned matter are located within Teton County.

FACTS COMMON TO PLAINTIFF'S CLAIMS FOR RELIEF

15. BEN AI has held itself out as an innovative AI platform provider designed to interface with emerging technologies, including blockchain, internet, and cloud computing.

16. BEN AI holds itself out as offering a suite of configured and customizable applications including natural language processing, anomaly detection, encryption, recommendation engines, sentiment analysis, image recognition, personalization, and real-time decision-making.

17. AFG was formed in 1997 due to a growing need in the automotive industry for superior alternatives to the finance and insurance ("F&I") products available to automotive companies including dealerships, agencies, automaker partners, and original equipment manufacturers ("OEM").

18. For years, AFG and its subsidiaries have supplied advanced products, offering solutions to small and large automotive companies relating to F&I processes, technologies, and other development services.

19. Today, AFG and its subsidiaries work with financial institutions, dealer groups, agencies, and individual dealerships throughout the country to provide not only the products and services above but also to develop custom software tailored to clients' automotive needs.

20. In approximately May 2023 AFG was introduced to BEN AI through Shawn Lucas who was working with his brother, Michael Lucas, in both Genuine Lifetime and BEN AI.

21. At that time, Shawn and Michael Lucas negotiated a letter of intent ("LOI") for the acquisition of AFG by DHC Acquisition Corp in the amount of \$140 million dollars with additional incentives as part of BEN AI's pending merger with DHC.

22. The acquisition of AFG did not materialize and the Lucas brothers pivoted their strategy for AFG to make an investment of \$32.5M over 5 years into BEN AI in exchange for exclusive rights to resell BEN AI's products in the Automotive field.

23. As part of those conversations, it was represented that BEN AI's technology was commercial market ready and they further asserted that their enabling patent portfolio had already been rigorously defined and tested, making it extraordinarily strong, referring to claimed successful litigation against Google.

24. Further, Michael Lucas together with one or more of the other Defendants represented that the following companies relied on BEN AI's technology: Facebook, Apple, Samsung, Tesla, NXP, flex, AT&T, Amazon, Intel, GE, Philips, Nokia, Siemens, Verizon, Google, Ivideon, somfy, Netgear, OCO, and Simplife.

25. Michael Lucas further represented that litigation against these companies for patent infringement provided a viable alternative approach to recover AFG's investment.

26. Neither Michael Lucas nor any of the other Defendants disclosed to AFG that Michael was sentenced to 18 months in prison in or around 2022 for tax crimes relating to employment withholdings.

27. Upon information and belief, Michael Lucas was ordered to pay approximately \$4.9 million dollars in restitution for his tax related crimes. Had such information been disclosed regarding one of BEN AI's cofounders and apparent principals, it would have significantly affected AFG's decision to invest in the company.

28. On or about August 19, 2023, BEN AI entered into a five (5) year Exclusive Reseller Agreement with AFG ("Reseller Agreement").

29. Within the Reseller Agreement, BEN AI agreed to issue shares of common stock to AFG.

30. The Reseller Agreement contained an exclusivity clause requiring that BEN AI give AFG the exclusive right to use and resell BEN AI's services within the following fields: manufacturing, distributing, marketing, reselling and or repairing new and used motor vehicles, recreational vehicles, and power sports vehicles, and third party administrators that solely provide finance and insurance products, parts and service products, sales and marketing services, technology services, service contracts and/or warranties, in each instance for motor vehicles, recreation vehicles and power sports vehicles.

31. This product was given a working project name of "BEN Auto."

32. BEN AI further agreed to use commercially reasonable efforts to integrate their services into AFG's operations.

33. Pursuant to the Reseller Agreement, AFG could not begin offering BEN AI services until they were of a reasonably quality similar to other commercial offerings. BEN AI was required to provide support to these services at no additional charge.

34. The Reseller Agreement only permitted BEN AI to terminate the Reseller Agreement if AFG failed to make required payments within 30 days; upon a material breach with a thirty (30) day cure period; or if either party became insolvent. To be clear, Plaintiff does not seek to specifically enforce or declare any of the rights or interest in the Reseller Agreement as part of the above-captioned matter.

35. Shortly after securing the Reseller Agreement, on or about September 7, 2023, AFG entered into a first Subscription Agreement with BEN AI agreeing to purchase \$6.5 million of BEN AI's common stock ("First Subscription Agreement").

36. On September 29, 2023, AFG entered into a Subscription Agreement for Common Stock with BEN AI ("Second Subscription Agreement").

37. As part of the Second Subscription Agreement, AFG agreed to purchase shares in BEN AI for one million dollars (\$1,000,000), which would proportionally reduce the amount owed under the First Subscription Agreement.

38. On September 29, 2023, AFG purchased 456,621 shares of Stock in BEN AI for \$2.19 per share for the agreed upon aggregate purchase price of \$1.0 million.

39. As part of the First Subscription Agreement, AFG paid an additional \$5,500,000 in March of 2024, fulfilling the full six million five-hundred thousand dollars (\$6,500,000) commitment.

40. At or around the time AFG was entering into these agreements with BEN AI, Shawn Lucas was assigned a role as a business developer in relation to the BEN Auto project.

41. In addition to his role with the BEN Auto project, Shawn Lucas was also responsible for coordinating and managing the business relationships between AFG and Genuine Lifetime, Parts Protection, Southeast Toyota (SET), Auto Nation, Mercedes Benz, and BEN AI.

42. On or about August 10, 2023, Shawn Lucas sent an email inquiring whether AFG had a cybersecurity insurance policy.

43. On August 13, 2023—three (3) days later—AFG incurred an alleged ransomware attack.

44. However, after immediate, substantial, and expensive expert third-party investigation, it was determined there was no exfiltration (i.e. theft or unauthorized removal or movement) of any of AFG's electronic information, including its customer information.

45. AFG incurred approximately one million dollars (\$1,000,000) in expenses in legal and cyber-attack response costs because of the ransomware attack, in addition to amounts paid by AFG's insurance provider.

46. A review of AFG's systems shows that Shawn Lucas took sixteen (16) screenshots of sensitive and confidential internal electronic communications regarding AFG's immediate response to the alleged ransomware attack.

47. During this same period, Travis Gates was President of AFG Technologies, Inc. and led AFG's internal response to the alleged ransomware attack.

48. In relation to the BEN Auto project, Gates oversaw all technology development.

49. In October of 2023, Shawn Lucas led a technology summit relating to BEN Auto.

However, the summit did not go well and AFG removed Shawn Lucas from the project.

50. AFG canceled Shawn Lucas' consulting agreement in March of 2024.

51. On October 17, 2023, Genuine Lifetime and AFG entered into a Loan Agreement ("Loan Agreement").

52. Prior to entering into the Loan Agreement, Defendants represented to AFG, *inter alia*, that:

- a. BEN AI's patent portfolio had been rigorously defined and tested, making it extraordinarily strong;
- b. BEN AI had litigated against Google, with favorable federal construction in Markman and IPR proceedings; and
- c. Companies that rely on BEN AI technology included: Facebook, Apple, Samsung, NXP, flex, Verizon, AT&T, Amazon, Intel, GE, Phillips, Nokia, Siemens, Google, ivideon, Netgear, SimpliSafe, somfy, and Coco.

53. As part of the Loan Agreement, Genuine Lifetime borrowed the sum of four million dollars (\$4,000,000) at a 10% interest rate, per annum.

54. The Loan Agreement required that the \$4,000,000 only be used for the purpose of purchasing shares of BEN AI.

55. The maturity date on the Loan Agreement was on or before the earlier of the one-year anniversary of the date of the Loan Agreement or the thirtieth (30th) day following the date as of which the BEN AI shares are traded on the NASDAQ stock market.

56. As part of the Loan Agreement, Genuine Lifetime agreed to pay all reasonable costs and expenses incurred in collecting the obligation and reasonable attorney's fees and expenses related to the Loan Agreement.

57. In return for the \$4,000,000, October 3rd, the majority owner of Genuine Lifetime, agreed to execute a security agreement granting AFG a first priority lien on all assets of Genuine Lifetime.

58. Substantial restrictive covenants were set forth within the Loan Agreement to protect AFG's ability to collect under the Loan Agreement should Genuine Lifetime fail to fulfill its obligations.

59. The Loan Agreement required that any dispute thereunder be heard in Texas and apply Texas law.

60. After receiving AFG's \$4,000,000, Genuine Lifetime LLC purchased 1,826,484 shares of Legacy Common Stock at \$2.19 per share for an aggregate purchase price of approximately \$4.0 million.

61. A prior lawsuit has been filed against Genuine Lifetime and Luck for defaulting on the Loan Agreement in Tarrant County, Texas. In that matter, AFG is seeking damages in excess of \$4.8 million.

62. Luck, individually, also agreed to guarantee the complete payment of the loan and the performance of the Loan Agreement by executing a Personal Guaranty of Payment to AFG Companies Inc. (“Personal Guarantee”).

63. Luck’s guarantee expressly required that he irrevocably and unconditionally guarantee the prompt payment and performance of the guaranteed debt as set forth within the Loan Agreement. Luck agreed to be liable for all interest, fees, indemnities, and other costs and expenses relating to or arising out of the guaranteed debt.

64. Also on October 17, 2023, Luck and AFG entered into a valid and binding Lock-Up Agreement (“Lock-Up Agreement”) relating to the BEN AI shares to be acquired by Genuine Lifetime.

65. Within the Lock-Up Agreement, Luck generally agreed that he would not directly or indirectly convey any of the BEN AI stock owned by Genuine Lifetime so long as amounts were owed to AFG pursuant to the Loan Agreement.

66. The Lock-Up Agreement again requires that any action in relation thereto be brought in the Federal District Court of Wyoming or the Wyoming State District Court in Teton County.

67. Also on October 17, 2023, Genuine Lifetime and AFG entered into a valid and binding Security Agreement (“Security Agreement”).

68. The Security Agreement is unambiguous and sets forth the duties and obligations of AFG and Genuine Lifetime.

69. As Grantor under the Security Agreement, Genuine Lifetime agreed to grant a lien on certain collateral which included all of Genuine Lifetime's assets and any proceeds and products of any of Genuine Lifetime's assets and any tangible or intangible property received upon the sale or disposition of any of its assets (the "Collateral").

70. As set forth above, the primary asset of Genuine Lifetime to be secured under the Security Agreement was the Collateral (i.e. the \$4,000,000 in shares it was to acquire in BEN AI).

71. The Security Agreement expressly states that Genuine Lifetime was irrevocably, until all obligations were paid, designating AFG its attorney-in-fact with full authority to "take any action and to execute on any instrument which the Secured Party may deem necessary or advisable."

72. The Security Agreement also stated that it shall be exclusively construed and enforced in accordance with the laws of the state of Wyoming, with any proceeding in relation to the Security Agreement being brought in a Court of the State of Wyoming or the Federal District Court for the state of Wyoming.

73. Over the following months, representations were made about the pending deliverables from BEN AI on the BEN Auto project – none of which were ever actually provided.

74. For example, in October of 2023, BEN AI represented to AFG, through Paul Chang, that their technology is closer to ready than we think and that each use case was one to two weeks from a turnaround time.

75. Also in the months following execution of the Reseller Agreement, BEN AI has gone through major leadership changes, including at its highest levels.

76. In November of 2023, BEN AI represented to AFG, through Michael Zacharski, that BEN AI would be showcasing their ability to integrate IBM's technology including WatsonX and DB2.

77. That same month, BEN AI encouraged Travis Gates to resign from AFG for incentives they promised to provide him upon BEN AI going public.

78. In March of 2024, BEN AI took its business public.

79. That same month, a letter was sent directly to the majority of AFG's customers falsely alleging that AFG experienced a data breach. Upon information and belief, Shawn Lucas was directly assisting with the preparation of the letter.

80. Included in the email were the screenshots taken by Shawn Lucas, proprietary company information that only he could have created.

81. Gates resigned from AFG shortly thereafter, wiping his laptop and deleting all emails from May of 2023 through September of 2023.

82. A short time later, upon information and belief, Gates received some form of incentive from BEN AI for leaving AFG.

83. Despite these issues and AFG's substantial concerns with the lack of deliverables, in January of 2024, AFG was dedicated to the Reseller Agreement and set the following expectations that:

- a. A Joint Development Team would be collocated at AFG's facility in Grapevine, Texas;
- b. Development must be collocated to succeed;
- c. BEN AI would relocate their key South Korean developers to Texas; and

d. BEN AI's employees would work with AFG's teams to purposely design a collaborative workspace, with AFG paying for the cost of that workspace;

84. In approximately Spring of 2024, AFG was informed by both the Chairman of the Board, an additional Board member, and the CEO, Michael Zacharski, of BEN AI, a now public company, that Michael Lucas disparaged Wright Brewer and AFG to BEN AI's Board of Directors.

85. In April of 2024, Genuine Lifetime defaulted on the Loan Agreement.

86. A very short time later, Luck, Gates, Shawn Lucas, and Michael Lucas incited BEN AI to begin investigating AFG for the cyberattack that occurred mere days after Shawn Lucas inquired whether AFG had cyber insurance and while Gates and Shawn Lucas were overseeing much of AFG's information technology systems.

87. Despite its many representations and duties under the Reseller Agreement, BEN AI has failed to provide AFG any deliverables.

88. None of the promised deliverables have worked as represented or were never completed, and it has become clear BEN AI always lacked the capacity to perform its obligations under the Reseller Agreement.

89. Despite BEN AI's representations, IBM never integrated with the BEN AI products, the consequences of which were never directly disclosed to AFG regarding the commercial readiness of BEN AI's technology.

90. BEN AI continued to not make any progress on the project throughout March and April of 2024.

91. By May of 2024, BEN AI also had still not sent any developers to Grapevine, Texas as promised.

92. BEN AI subsequently hired and sent two new developers to Grapevine, Texas, but removed them approximately one month later with no progress on the project.

93. AFG eventually required that BEN AI provide a working demo that met the promised specifications by July 3, 2024 as proof of concept and viable product.

94. BEN AI did not, and still has not, provided any proof of concept or of a viable working product.

95. Upon information and belief, Genuine Lifetime, Luck, and BEN AI are intentionally engaging in actions to sell the BEN AI stock that is securing AFG's substantial payment to Genuine Lifetime for the purchase of that stock, in violation of the foregoing agreements.

96. Further, upon information and belief, BEN AI and its principals have engaged in stock splitting or similar release of new stock, intentionally diluting AFG's investments.

97. Despite its own substantial material failures, on January 17, 2025, BEN AI sent AFG a letter indicating that it was terminating the Reseller Agreement.

98. BEN AI did not provide 30 days to cure any alleged problems or concerns.

99. The reason BEN AI gave for terminating the Reseller Agreement was the cyberattack aimed at AFG's systems occurring mere days after Shawn Lucas inquired whether AFG had cyber insurance.

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

100. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 99 of this Complaint as if set forth fully herein.

101. The Lock-Up Agreement constitutes a binding contract between AFG and Luck, both individually and in his role as Managing Member of Genuine Lifetime.

102. The Security Agreement constitutes a binding contract between AFG and Genuine Lifetime and October 3rd Holdings.

103. Genuine Lifetime failed to pay the amount required under the Loan Agreement prior to or by its Maturity Date.

104. Genuine Lifetime has therefore defaulted on the Loan Agreement.

105. Upon information and belief, Luck and Genuine Lifetime have failed to comply with the terms of the Lock-Up Agreement and are allowing Genuine Lifetime's assets to be sold, including shares it owns in BEN AI.

106. Despite requests, Genuine Lifetime and October 3rd Holdings are refusing to turn over Genuine Lifetime's assets as is required by the Security Agreement, and Luck has refused to pay the debt he personally guaranteed.

107. As a result of the foregoing breaches by Genuine Lifetime, Luck, and October 3rd, Plaintiff has incurred damages, including the approximate \$4.8 million on the defaulted Security Agreement in addition to those harms caused by the breaches to the Lock-Up agreement.

108. Plaintiff, AFG, is further entitled to all fees and costs associated with executing on the defaulted Security Agreement and Personal Guarantee.

**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. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 108 of this Complaint as if set forth fully herein.

110. The implied covenant of good faith and fair dealing requires that no party commit an act that would injure the rights of the other party to receive the benefit of their agreement.

111. Plaintiff AFG complied with the provisions of the Personal Guarantee, Security Agreement, and Lock-Up Agreement.

112. AFG paid Genuine Lifetime \$4,000,000 in relation to the Security Agreement, Personal Guarantee, and Lock-Up Agreement, which required repayment of the principal amount plus interest accrued by the maturity date.

113. As set forth above, Genuine Lifetime, Tyler Luck, and October 3rd Holdings have breached the covenant of good faith and fair dealing by undertaking activities and actions to undermine AFG and impair its ability to timely and reasonably collect on the Personal Guarantee and Security Agreement.

114. Upon information and belief, Genuine Lifetime, Luck, and/or October 3rd are actively trying to sell the BEN AI stock held by Genuine Lifetime that is secured by the Security Agreement.

115. Upon information and belief, Genuine Lifetime, Luck, and/or October 3rd are conspiring with each other to impede AFG's ability to be paid any of its \$4,000,000 investment.

116. As a result of the breach of the covenant of good faith and fair dealing, Plaintiff AFG has not yet received any benefits under the various agreements relating to its substantial payment to Genuine Lifetime.

117. Plaintiff AFG has suffered substantial harm through Defendant's unlawful actions and it is entitled to a judgment of no less than the full collateralized debt owed by Genuine Lifetime in the amount of \$4.8 million dollars and all additional costs and attorney fees incurred in protecting its rights in the Personal Guarantee, Security Agreement, and Lock-Up Agreement.

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

118. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 117 of this Complaint as if set forth fully herein.

119. Pursuant to W.S. § 34.1-9-601, after default a secured party has the right to reduce a claim to judgment, foreclose, or otherwise enforce a security interest by any available judicial procedure.

120. At the time of the filing of this Complaint, stock in BEN AI is trading at approximately 63 cents (\$0.63) per share.

121. Genuine Lifetime purchased 1,826,484 shares of BEN AI stock and has pledged those shares as security under the Security Agreement. Genuine Lifetime further pledged all its assets as security in relation to AFG's \$4,000,000 loan.

122. Given that it appears the secured shares in BEN AI are worth substantially less than the \$4,000,000 owed by Genuine Lifetime, AFG requests that the Collateral be sold with all proceeds paid to AFG pursuant to the Security Agreement, with AFG expressly retaining and reserving any rights it may have against Genuine Lifetime, Tyler Luck, and October 3rd Holdings for any deficiency.

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

123. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 122 of this Complaint as if set forth fully herein.

124. Michael Lucas, Luck, Shawn Lucas, Genuine Lifetime, October 3rd, and Due Figlie stood to gain a substantial benefit from AFG's investment in BEN AI.

125. Michael Lucas and Luck are BEN AI's cofounders, and each owns a 50% interest in October 3rd Holdings. October 3rd owns 58% of Genuine Lifetime. Genuine Lifetime received \$4,000,000 to acquire BEN AI stock.

126. Due Figlie is known to be owned by Shawn and/or Michael Lucas, and is primarily managed by Shawn Lucas. Upon information and belief, Due Figlie has a substantial financial stake in BEN AI and benefitted from AFG's substantial direct investments into BEN AI as well as from AFG's loan to Genuine Lifetime.

127. Michael Lucas and Luck both benefited from AFG's substantial loan to Genuine Lifetime as that allowed it to capitalize BEN AI, the company they founded. Without that investment, Michael Lucas, Shawn Lucas, and Luck's direct and indirect interests in BEN AI, October 3rd, Due Figlie, and Genuine Lifetime would have been worth substantially less.

128. AFG's investments into Genuine Lifetime and BEN AI, in conjunction with the Reseller Agreement, provided BEN AI with the foundation it needed to go public with an increased offering price.

129. Michael Lucas, Luck, Genuine Lifetime, and October 3rd accepted the various agreements that would infuse capital into the companies while giving AFG the exclusive Reseller Agreement that would allow AFG to profit from the development of BEN Auto.

130. Under the Reseller Agreement, AFG expected to be able to get paid from the development of BEN Auto, something that the foregoing entities prevented. AFG further expected to be paid back for its substantial loan of \$4,000,000 pursuant to the Personal Guarantee and Security Agreement.

131. AFG would not have signed any of the foregoing agreements in isolation, and it was through the agreements, in tandem, that AFG anticipated it would be paid for its services and investments.

132. It would be inequitable for Michael Lucas, Luck, Genuine Lifetime, and October 3rd to conspire to terminate the Reseller Agreement while directly benefiting from their overlapping dealings with AFG, knowing AFG's primary benefit from its investment would come from being able to later co-develop and sell BEN Auto's products.

133. BEN AI would be unjustly enriched if it were allowed to receive all the benefits of AFG's agreements and substantial investments while failing to perform on its primary obligation to AFG.

134. AFG has incurred substantial harm including the loss of all anticipated future payments from BEN Auto, in amounts to be proven at trial.

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

135. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 134 of this Complaint as if set forth fully herein.

136. Plaintiff AFG has valuable, valid, and enforceable contractual relationships with BEN AI, Genuine Lifetime, and October 3rd Holdings.

137. Luck, Gates, Shawn Lucas, and Michael Lucas were all individually aware of the substantial business dealings between AFG, its affiliates, and BEN AI and Genuine Lifetime.

138. Gates and Shawn Lucas had particularized knowledge of AFG's business dealings and procedures as they worked for AFG at the time it began its business dealings with BEN AI.

139. Shawn Lucas solicited AFG for investment in BEN AI without disclosing his personal interests in Due Figlie, a company with substantial interests in the future success of BEN AI, and he prioritized the success of BEN AI over his duties to AFG.

140. Michael Lucas, a co-founder of BEN AI, is brothers with Shawn Lucas and, upon information and belief, used that relationship to gather information from AFG that could be used to harm and interfere with its business dealings with BEN AI, including the Reseller Agreement.

141. Upon information and belief, Gates and Shawn Lucas were made promises by Luck and/or Michael Lucas if they would interfere with AFG's relationship with BEN AI.

142. Upon information and belief, Shawn Lucas, Luck and Gates all participated in providing confidential and proprietary AFG communications to Luck and Michael Lucas for the purpose of using that information to compel BEN AI to terminate the Reseller Agreement.

143. Michael Lucas has personally made disparaging remarks to BEN AI's board about AFG despite being one of the primary individuals conspiring to encourage AFG's investments and using his brother Shawn Lucas's role within AFG to secure the investment.

144. BEN AI has now terminated the exclusive Reseller Agreement, preventing AFG from receiving any of the expected benefits under the Reseller Agreement.

145. The termination of the Reseller Agreement is the direct result of the unlawful, deceitful, and defamatory actions of Luck, Due Figlie, and Michael Lucas, including through their conspiring with Shawn Lucas and Gates.

146. Upon information and belief, Luck, Shawn Lucas, and Michael Lucas have also influenced and encouraged Genuine Lifetime to not honor its Securities Agreement.

147. Plaintiff AFG has incurred substantial damage as a result of Defendants' unlawful interference with AFG's contractual relationships as will be proven at trial.

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

148. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 147 of this Complaint as if set forth fully herein.

149. As set forth above, Michael Lucas, Luck and the entities they oversee, either directly or indirectly (i.e. Genuine Lifetime and October 3rd) have conspired to undertake unlawful actions to compel Plaintiff AFG to make substantial investments into BEN AI and Genuine Lifetime, while knowing that they would not be able to provide any of their promised deliverables or repay the money they voluntarily sought to capitalize their companies.

150. It is unlikely that BEN AI could have completed its public offering or a merger without AFG's substantial investment and support.

151. Upon information and belief, when Genuine Lifetime entered into the Security Agreement, it already knew that it would not repay the loan from AFG and began a plot to find a way out of honoring its substantial obligations to the detriment of AFG.

152. The goal of the Defendants was always to take AFG's money for Defendants' personal gain without giving anything of value in return.

153. Michael Lucas, Shawn Lucas, and Luck knew that AFG was relying on the Reseller Agreement as the primary means by which it could recoup and eventually make a profit on its investments.

154. Shawn Lucas used his role within AFG, ignoring his conflicting loyalties, to share information with Luck, Michael Lucas, Due Figlie, Gates, and BEN AI to the detriment of AFG. Shawn Lucas further conspired with Gates to use their roles within AFG to undermine AFG's

interests in the Reseller Agreement. Upon information and belief, this was all done under the direction of Michael Lucas and Luck.

155. Michael Lucas and Luck also knew that they had overstated BEN AI's ability to deliver a functioning BEN Auto product, and that its patents were being significantly devaluated by other similar products.

156. Michael Lucas also know that his status as having been convicted of tax crimes would dramatically affect AFG's willingness to invest, and for that reason the Defendants intentionally concealed his background.

157. Shawn Lucas and Due Figlie also intentionally failed to disclose the conflict of interest and personal stake they had in the success of BEN AI at the same time they were working with Michael Lucas and Luck to solicit investment from AFG.

158. BEN AI knew its developers could not meet AFG's timeline or expectations for a functional product.

159. Shawn Lucas conspired with Gates to use their roles with AFG to interfere with AFG's ability to benefit from the Reseller Agreement, including the sharing of proprietary information.

160. Nevertheless, while BEN AI was still bound under the exclusive Reseller Agreement, upon information and belief, Luck and others he conspired with began developing, or attempting to develop, a distinct automotive and insurance related product in violation of the Reseller Agreement, knowing their actions undermined BEN AI's contractual obligations to AFG.

161. As set forth above, Shawn Lucas and Gates were also intentionally used by Luck and Michael Lucas, while they worked directly with AFG, to take advantage of a targeted cyberattack as a preplanned and pretextual reason for terminating the Reseller Agreement. Shawn

Lucas and Gates cooperated with the other Defendants to undermine the Parties overlapping agreements and the overarching plan to develop BEN Auto.

162. Upon information and belief, Shawn Lucas and Gates, upon the direction of Luck and Michael Lucas, conspired to destroy all of Gate's emails from at and around the time of the conspiracy.

163. Upon information and belief, while under the direction of Luck and Michael Lucas, Shawn Lucas and Gates used their knowledge of the AFG infrastructure and confidential and proprietary information to undermine AFG's interests while simultaneously working directly with and for AFG.

164. Shawn Lucas being the brother of Michael Lucas and brother-in-law to Luck, while also working with AFG, was uniquely situated to further a plan to seek substantial investment from AFG while simultaneously planning with the others to find an exit strategy from the Reseller Agreement.

165. Luck and Michael Lucas further interfered with AFG's operations by compelling Gates, an individual with substantial responsibility over AFG's technologies, to leave AFG during critical times in a further attempt to interfere with the BEN Auto project. Shawn Lucas was also subsequently terminated.

166. Luck, Shawn Lucas, and Michael Lucas further conspired to defame AFG through the spreading of lies relating to the cyber-attack that occurred three days after Shawn Lucas inquired as to cyber-insurance, and then encouraged BEN AI to use these lies to breach the Reseller Agreement.

167. Upon information and belief, prior to terminating the Reseller Agreement, Luck, Michael Lucas, and their co-conspirators had been actively working with other providers in the

automotive and/or insurance industries to develop products specifically related to those protected by the Reseller Agreement while BEN AI was still unarguably bound by that agreement.

168. The only reason given for the termination of the Reseller Agreement was the targeted cyberattack that occurred days after Shawn Lucas inquired about cyber-insurance, with no evidence of exfiltration – using surreptitious screenshots taken by Shawn Lucas to support their claim.

169. The cyberattack is merely a pretextual reason, as AFG informed BEN AI that its systems meet or exceed industry standards for cybersecurity and that during the targeted attack there was no proof that any information was ever any exfiltration of data.

170. As a proximate cause of the co-conspirators' joint actions and plan, AFG was fraudulently induced into foregoing other investment opportunities and investing millions of dollars into BEN AI and Genuine Lifetime, when Defendants knew there would never be any return on that investment.

171. Rather, all Defendants directly benefited from the conspired plan to defraud AFG.

172. AFG has suffered substantial damages in the amount of its investments into the Defendants' scheme, as well as all its costs and attorneys' fees necessary to protect its interests, along with all its substantial costs in addressing the targeted cyber-attack believed to have been orchestrated or facilitated as part of the conspiracy.

173. Further, AFG should be awarded punitive damages from Genuine Lifetime, October 3rd, Tyler Luck, Shawn Lucas, Due Figlie, and Michael Lucas, jointly and severally, for their intentional, targeted, and planned attack to defraud AFG out of millions of dollars.

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

174. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 173 of this Complaint as if set forth fully herein.

175. As more fully set forth above, Defendants all employed a joint scheme to defraud Plaintiff AFG of its substantial monetary investment into Genuine Lifetime and BEN AI.

176. BEN AI, Genuine Lifetime, and October 3rd held out Luck and Michael Lucas as their reliable and trustworthy agents.

177. As set forth above, Luck and Michael Lucas made various representations regarding BEN AI that were either not true or that were so overstated as to make the context in which they were made misleading, including the companies that BEN AI contracted with and what was possible with their products.

178. Defendants intentionally withheld relevant information regarding Michael Lucas's background relating to crimes involving honesty of character, resulting in an order of restitution of approximately \$4.9 million dollars.

179. Defendants further used Shawn Lucas and Gates as their "insiders" to conspire within AFG to further their own ends, without disclosing the personal stake Shawn Lucas had, individually and through Due Figlie, in the success of BEN AI.

180. Prior to Plaintiff's investment, AFG was assured an exclusive Reseller Agreement of BEN AI's product in the automotive field. That Reseller Agreement imposed numerous obligations on BEN AI relating to its cooperation in providing a market-ready product.

181. Defendants knew Plaintiff was unaware of their close relationships and loyalties to each other.

182. All Defendants knew that Plaintiff AFG was unaware of Michael Lucas's substantial legal issues.

183. Gates and Shawn Lucas specifically knew that AFG was unaware of their loyalty to BEN AI and the other Defendants during those times in which they were employed by AFG.

184. Gates and Shawn Lucas agreed to accept specific responsibilities in relation to the BEN Auto project, knowing that AFG was unaware of their undisclosed communications and personal dealings with Ben AI, Michael Lucas, Luck, Genuine Lifetime, Due Figlie, and October 3rd.

185. Gates and Shawn Lucas conspired to delete any incriminating emails from AFG's systems at times when they were at least partially responsible for those systems.

186. BEN AI, Michael Lucas, Luck, and Genuine Lifetime had substantial information regarding their inability to meet the obligations under their various agreements with AFG at the time they entered into those agreements.

187. Despite AFG's substantial investment in BEN AI directly and indirectly through Genuine Lifetime, Defendants have intentionally interfered with AFG's ability to receive any benefit from those dealings.

188. Upon information and belief, it was always Defendants' intentions to take as much financially from AFG as they could, and as soon as AFG demanded proof of concept or some form of deliverable market ready product that could be resold, BEN AI terminated the Reseller Agreement.

189. Gates and Shawn Lucas were directly involved in overseeing AFG's cybersecurity at the time of the ransomware attack, which BEN AI is now using as the reason for terminating the Reseller Agreement.

190. Upon information and belief, Defendants were directly involved in the cyberattack on AFG, and they then used that scheme to disparage Plaintiff to its clients.

191. Upon information and belief, substantial sums have been paid either directly or indirectly to Gates, Shawn Lucas, Luck, and Michael Lucas for their involvement in encouraging Plaintiff to invest in BEN AI.

192. Upon further discovery Plaintiff believes the evidence will show that rather than using AFG's substantial investment to actively develop a working product, Gates, Shawn Lucas, Luck, and Michael Lucas, as well as BEN AI's owners, indirectly received a large portion of those funds as salaries, bonuses, and payoffs, beyond industry standards.

193. Further, upon information and belief, Luck was actively working to find other developers in the automotive and insurance industries for BEN AI at a time when he knew that BEN AI was bound under the Reseller Agreement.

194. BEN AI's non-existent deliverables under the Reseller Agreement make clear that there was never any intention to assist AFG in developing BEN Auto or developing a product that could be resold.

195. AFG relied on Defendants, and their representations, in deciding to enter into the various agreements set forth above.

196. AFG's reliance on the truthfulness and completeness of Defendants' disclosures induced it to invest millions of dollars into BEN AI.

197. Plaintiff, AFG, has suffered substantial damages in the amount of its investments into the Defendants' scheme, as well as all its costs and attorneys' fees necessary to protect its interests, along with all its substantial costs in addressing the targeted cyber-attack believed to have been orchestrated or facilitated as part of the Defendants' conspiracy.

198. Further, AFG should be awarded punitive damages from Defendants, jointly and severally, for their intentional, targeted, and planned attack to defraud AFG out of millions of dollars.

**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-**

199. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 197 of this Complaint as if set forth fully herein.

200. It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly:

- i. to employ a device, scheme or artifice to defraud;
- ii. to make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
- iii. to engage in an act, practice, or course of business that operates or would operate as a fraud or deceit on another person.

201. As set forth above, Defendants gave numerous untrue statements about their ability to deliver a functioning product as part of the BEN Auto project.

202. As set forth above, Defendants withheld critical information from Plaintiff AFG that they knew would materially impact its willingness to invest in BEN AI.

203. As set forth above, Luck, BEN AI, Genuine Lifetime, and October 3rd orchestrated a plan for Plaintiff AFG to loan Genuine Lifetime, a company in which October 3rd was the majority controlling member, \$4,000,000. Upon information and belief, Michael Lucas and Luck are the individuals who oversaw and directed October 3rd and therefore Genuine Lifetime.

204. Genuine Lifetime was to exclusively use those funds to acquire stock in BEN AI, which would then be pledged as collateral under the Security Agreement.

205. In making this investment, all Parties were aware that AFG was relying on the overlapping agreements that would make AFG the exclusive reseller of BEN AI's products in the automotive and insurance industries.

206. All the Parties were similarly aware that the Reseller Agreement was being offered to AFG in return for its substantial investment and contributions.

207. Upon information and belief, the Defendants intentionally manipulated the market price using its fraudulent scheme against the Plaintiff, wherein Genuine Lifetime agreed to use AFG's money to acquire BEN AI stock while never intending to pay AFG back under the related Securities Agreement.

208. Defendants intentional use and manipulation of Genuine Lifetime's acquisition of stock was purposely fraudulent as Genuine Lifetime currently has ownership of stock it did not pay for, while AFG has expended \$4,000,000 for the stock Genuine Lifetime refuses to assign over.

209. Without this fraudulent investment scheme, the price of the stock AFG directly purchased in BEN AI through its subscription agreement would have been substantially lower.

210. Upon information and belief, Genuine Lifetime's purchase of BEN AI stock at an unsupportable and inflated value was intentional as to limit the amount of control and ownership AFG would be given in BEN AI.

211. Additionally, it was never disclosed that Michael and Shawn Lucas's company, Due Figlie LLC, had a substantial interest in BEN AI while Shawn Lucas was still employed by AFG.

This was a substantial conflict of interest in light of Shawn Lucas's involvement in directing AFG's activities in relation to the BEN Auto project.

212. BEN AI further made misrepresentations throughout its business dealings with AFG to conceal its own inability to meet its deliverables, and it used Gates and Shawn Lucas to create a pretextual alleged problem to try and justify an early termination of the Reseller Agreement.

213. Further, it was never disclosed to AFG that Defendants were planning to orchestrate a stock split or issuance of new stock, after AFG's investment, that would dilute the shares and dramatically reduce the value of its investment. Upon information and belief, this was always part of the Defendants' plan to defraud AFG for their own personal gain.

214. Upon information and belief, other substantial misleading statements were made in BEN AI's SEC filings.

215. Upon information and belief, Michael Lucas's tax crimes were never disclosed to the SEC, despite the fact that, upon information and belief, he indirectly owned substantial shares in BEN AI through various business entities.

216. The Defendants further engaged in acts, practices, and courses of business that operated as a fraud and deceit upon Plaintiff, including what appear to be inaccurate or incomplete representations as to the products that its technology was capable of providing; the value of its patents in light of competitive products on the marketplace, information regarding their personal relationships and loyalties that created conflicts of interest; and ultimately BEN AI's termination of the Reseller Agreement, knowing that would cut off Plaintiff's ability to recover anywhere close to what it invested in Ben AI and Genuine Lifetime.

217. The Defendants further omitted material information in their business dealings with AFG, including their personal relationships and loyalties as well as their logistical problems, including the many problems they were having with hiring South Korean engineers with the related language barriers and substantial difference in time zone.

218. BEN AI has further failed to communicate and inform Plaintiff of substantial transactions and sales of shares within the Company subsequent to Plaintiff's investment, in further violation of its obligations to Plaintiff.

219. Pursuant to W.S. § 17-4-509, Plaintiff AFG is entitled to a return of the consideration it paid directly for shares in BEN AI, as well as those sums paid to Genine Lifetime, plus interest at six percent (6%) per year from the date of purchase plus reasonable attorney fees.

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

220. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 219 of this Complaint as if set forth fully herein.

221. Pending the resolution of the above-captioned matter, Genuine Lifetime, Luck, and October 3rd Holdings must be constrained from selling the Collateral of Ben AI Stock held by Genuine Lifetime pursuant to the terms of the Security Agreement.

222. Further, pursuant to W.S. §§ 1-28-101 et. seq. this Court should enjoin the Defendant Companies from selling or otherwise distributing any of the Companies' assets outside the course and scope of its ordinary business activities pending the resolution of this litigation in light of the substantial amounts in dispute and the egregious and fraudulent behavior of the Defendants.

223. Plaintiff BEN AI should further be restrained from any stock splits or other actions that would devalue or dilute Plaintiff's shares in BEN AI.

224. Plaintiff AFG also requests the Court order that Defendants stop spreading information regarding AFG's information technology systems, which allegations are untrue and defamatory.

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

225. Plaintiff, AFG, incorporates herein by this reference paragraphs 1 through 224 of this Complaint as if set forth fully herein.

226. On or about January 17, 2025, BEN AI released a statement out of its Jackson, Wyoming office stating that AFG concealed a ransomware attack on its network shortly before the Reseller Agreement was executed.

227. The statement further explains that its customer data and/or systems were not impacted, implying that AFG's customer data and systems were impacted.

228. BEN AI further states that it has "zero tolerance" for actions that undermine trust, tying the statement to AFG's data security and their reason for terminating the AFG Reseller Agreement.

229. Upon information and belief, Defendants have made other statements indicating that AFG failed to protect its customers' information.

230. BEN AI's statements appear to be repeated from allegations made by Luck, Shawn Lucas, and Michael Lucas.

231. Upon information and belief, BEN AI, Luck, Shawn Lucas, and Michael Lucas have made similar statements directly to numerous individuals and businesses, with the intended purpose of discouraging those that receive the information from doing business with AFG.

232. These statements were made at a time when BEN AI, Shawn Lucas, Luck, and Michael Lucas had been informed and all knew that despite the alleged “cyber-attack” there was no exfiltration of AFG’s customer or company data.

233. AFG spent over one million dollars to investigate the alleged attack and to ensure that its systems were always safe. If anything, the alleged attack was a successful test of AFG’s cyber-security systems, processes, and response protocols, demonstrating that AFG’s security meets or exceeds industry standards.

234. Upon information and belief, Shawn Lucas, and those with which he was conspiring, were directly involved in the cyber-attack as it occurred only three days after he inquired whether AFG had cyber-insurance. The allegations are akin to “victim-blaming” by the individual suspected of the attack.

235. Allegations of insufficient security protections within AFG are extremely detrimental to operations within a business field that relies heavily on information security. Further, such allegations imply that AFG is out of compliance with Federal and or state regulations for the protection of such data.

236. The statements by BEN AI, Shawn Lucas, Michael Lucas, and Luck were knowingly false, and were shared with actual malice. BEN AI knew it had to find some pretextual reason for unlawfully breaching the Reseller Agreement, and these defamatory statements are the foundation of that conspiracy.

237. Plaintiff has incurred substantial damage to its business reputation because of the intentionally false statements that were made about what was actually a successful test proving the opposite of what is implied by Defendant's statements and publications.

DAMAGES

238. Plaintiff AFG is entitled to more than \$4.8 million in damages on the defaulted Security Agreement.

239. Plaintiff is entitled to more than \$6 million in damages as a result of the Defendant's targeted fraudulent scheme to encourage AFG to invest in BEN AI in conjunction with a Reseller Agreement while Defendants knew BEN AI could and would not meet the terms of that agreement.

240. Plaintiff is entitled to the \$1,000,000 or more that it incurred as a direct result of the cyber-attack that occurred three days after Shawn Lucas inquired whether AFG had cyber-insurance. This is the same attack that Defendants are now using as pretext for why BEN AI should not be required to meet its obligations.

241. Plaintiff is entitled to Damages for the Definition of its business, and specifically its information technology systems, which are critically important in the automotive and insurance fields.

242. Plaintiff is entitled to punitive damages for Defendants' willful and intentionally harmful actions, including their securities fraud and related conspiracy to commit fraud as well as its defamation.

243. Plaintiff is entitled to all its attorney fees and costs in pursuing this matter.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff AFG prays that the Court enter an Order and Judgment against Defendants for, in addition to all previous requests for relief:

1. All of Plaintiff's attorneys' fees and costs sustained because of Genuine Lifetime's default under the Securities Agreement.
2. An immediate foreclosure on all assets of Genuine Lifetime, including all of its stock holdings in BEN AI as required under the Securities Agreement.
3. An injunction which prohibits Genuine Lifetime from selling any of its assets, as all of its assets are subject to the Securities Agreement.
4. That all Plaintiff's investment in BEN AI be immediately returned, plus 6% interest, as a result of Defendants' Securities Fraud.
5. Punitive damages relating to Defendants intentional scheme to defraud Plaintiff.
6. Such other relief as this Court may deem just and equitable.

DATED this 21st day of January, 2025.

/s/ Robert J. Walker
Robert J. Walker (7-4715)
Walker Law, LLP
114 East 7th Avenue, Suite 200
P.O. Box 22409
Cheyenne, WY 82003
(307) 529-2255 telephone

ATTORNEY FOR PLAINTIFF

Exhibit B

Lock Up Agreement

LOCK-UP AGREEMENT

October 17, 2023

Re: Common Stock of Brand Engagement Network Inc. (the “Company”).

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (the “Letter Agreement”) shall have the meanings set forth in the Loan Agreement between Genuine Lifetime LLC and AFG Companies, Inc. (the “Loan Agreement”), dated as of October 17, 2023. The undersigned irrevocably agrees with AFG Companies, Inc. that, from the date hereof until the repayment of amounts outstanding under the Loan Agreement (such period, the “Restriction Period”), the undersigned will not offer, sell, contract to sell, lend, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition, whether by actual disposition or effective economic disposition due to cash settlement or otherwise, by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly (including through October 3rd Holdings, LLC, a Wyoming limited liability company), or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), with respect to, any common stock, par value \$0.001 per share (the “Common Stock”) of the Company, or securities convertible, exchangeable or exercisable into, shares of Common Stock of the Company beneficially owned, held or hereafter acquired by the undersigned (the “Securities”). Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Securities pursuant to clauses (i) through (iii) below, provided that (1) prior to any such transfer, the Company receives a signed lock-up agreement, substantially in the form of this lock-up agreement, for the balance of the Restriction Period from each donee, trustee, distributee or transferee, as the case may be, (2) such transfers are not required to be reported with the Securities and Exchange Commission under the Exchange Act, and (3) the undersigned does not affect any public filing or report regarding such transfers:

(i) to any immediate family member in a transaction not involving a disposition for value, or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; or

(ii) by operation of law and/or pursuant to a qualified domestic order or in connection with a divorce decree or settlement; or

(iii) by will or intestate succession to the legal representative, heir, beneficiary or immediate family of the undersigned upon the death of the undersigned; or

(iv) margining of the shares of Common Stock, so long as any proceeds from such margin are transferred to AFG Companies Inc.; or

(v) the exchange or transfer of the Securities in connection the consummation of the business combination between the Company and DHC Acquisition Corp.

The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Loan Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in Wyoming and the courts of the State of Wyoming located in Jackson Wyoming, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under Loan Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of the Company.

*** SIGNATURE PAGE FOLLOWS***

This Letter Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

DocuSigned by:

F9F55F973165433...

Signature

Tyler Luck

Tyler Luck

Countersigned by:

AFG COMPANIES, INC.

DocuSigned by:
By: 
F01GA52FF66415
Name: Wright Brewer
Title: Chief Executive Officer

Exhibit C

Security Agreement

SECURITY AGREEMENT

This SECURITY AGREEMENT (this “Agreement”) is made effective as of October 17, 2023 by and between Genuine Lifetime LLC, a Wyoming limited liability company (“Grantor”) and AFG Companies, Inc., a Texas corporation (“Secured Party”).

RECITALS:

A. Grantor has entered into a Loan Agreement in favor of the Secured Party, dated as of the date hereof (the “Note”).

B. Grantor will pledge the assets of Grantor to Secured Party as security for payment of the Note.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and promises contained herein, Secured Party and Grantor hereby agree as follows:

Section 1. Pledge, Assignment and Grant of Security. Grantor hereby grant to the Secured Party a lien on and security interest in the following assets of Grantor (the “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.

Section 2. Security for Secured Obligations. The lien and security interest granted in this Agreement secure the prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations set forth under the Note.

Section 3. Representations and Warranties. Grantor represent and warrant as follows:

(a) Upon the filing of a UCC-1 financing statement with the Wyoming Secretary of State, to the extent a security interest in such Collateral may be perfected by the filing of a financing statement, the security interest granted to the Secured Party pursuant to this Agreement in and to such Collateral will constitute a perfected security interest therein and superior and prior to the rights of all other Persons therein, and will be entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code (the “UCC”) or other relevant law, in each case to the extent that such Collateral consists of the type of property in which a security interest may be perfected by filing a financing statement under the UCC as enacted in any relevant jurisdiction.

- (b) Grantor is the legal owner of, and possesses good and sufficient title to the Collateral.
- (c) This Agreement creates a valid and continuing Lien on, and security interest in, the Collateral.

Section 4. Further Assurances/Specific Representations and Warranties.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, the Secured Party may reasonably request, in order to perfect and protect any Lien granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) Grantor hereby authorizes the Secured Party, at the expense of Grantor (including the reasonable fees and expenses of counsel to the Secured Party), to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral using language such as "all assets of Grantor and all proceeds thereof" or such other language as the Secured Party deems necessary or appropriate.

Section 5. Changes to Chief Executive Office, Legal Name or Jurisdiction of Organization. Grantor shall keep its chief place of business and chief executive office, and the office where Grantor keeps its records concerning the Accounts (as defined in the UCC) owned by Grantor, and the originals of all Chattel Paper (as defined in the UCC) that evidence any Accounts owned by Grantor, at the current locations therefor. Grantor will hold and preserve such records and will permit representatives of the Secured Party to inspect and make abstracts from such records.

Section 6. Secured Party Appointed Attorney in Fact. Grantor hereby irrevocably, until all obligations under the Note are paid in full, designates, makes, constitutes and appoints the Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, with or without notice to or the consent of Grantor and at Grantor's expense, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation upon the occurrence and during the continuance of an Event of Default.

Grantor recognizes and agrees that the power of attorney granted pursuant to this Section is coupled with an interest and is not revocable until the termination of this Agreement in accordance with its terms. Grantor ratifies and confirms all actions taken by the Secured Party or its agents pursuant to this power of attorney. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code.

Section 7. Secured Party May Perform. If Grantor fails to perform any agreement contained herein (taking into account any cure periods provided herein with respect thereto), the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor.

Section 8. Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral

is accorded substantially the same care as other secured parties accord similar assets, it being understood that the Secured Party shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral.

Section 9. Remedies. Upon the occurrence of an Event of Default (as defined in the Note), Secured Party may, at its option: (i) reduce its claim to judgment, foreclose, or otherwise enforce its security interest in all or any part of the Collateral by any available judicial procedure; (ii) after notification, if any, expressly provided for herein, sell or otherwise dispose of, at the office of Secured Party or elsewhere, as chosen by Secured Party, all or any part of the Collateral, and any such sale or other disposition may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and at any such sale it shall not be necessary to exhibit the Collateral; or (iii) at its discretion, retain the Collateral in satisfaction of the outstanding obligations under the Note.

Section 10. Lien and Security Interest Absolute. All rights of the Secured Party and the pledge, assignment, Lien and security interest hereunder, and all obligations of Grantor hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of the Note;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations under the Note, or any other amendment or waiver of or any consent to any departure from the Note;
- (c) any taking, exchange, release or non-perfection of any other collateral;
- (d) any manner of application of Collateral, or proceeds thereof, to all or any of the outstanding obligations under the Note, or any manner of sale or other disposition of any Collateral for all or any of the outstanding obligations under the Note;
- (e) any change, restructuring or termination of the organizational structure or existence of Grantor or any other Person; or
- (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Grantor (other than payment in full of the obligations under the Note).

Section 11. Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor herefrom shall in any event be effective unless the same shall be in writing and signed by the Secured Party and Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 12. Addresses for Notices. Any notice or communication required or permitted hereunder with respect to the Secured Party shall be given in the manner provided in the Note. Any notice or communication required or permitted hereunder with respect to Grantor shall be given in the manner provided in the Note.

Section 13. Continuing Lien and Security Interest; Assignments, Termination. This Agreement shall create a continuing Lien on and security interest in the Collateral and shall remain in full

force and effect until the payment in full in cash of the outstanding obligations under the Note. Upon the payment in full in cash of the obligations under the Note, this Agreement and the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, the Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination and to effect the release of Collateral.

Section 14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 16. Captions. The captions in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

Section 17. Modification; No Waiver; Remedies. This Agreement may not be changed orally, but only by an agreement in writing signed by the Secured Party and Grantor. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 18. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF WYOMING.

Section 19. Venue.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE ASSUMPTION AGREEMENT, OR ANY TRANSACTIONS RELATING HERETO OR THERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF GRANTOR MAY BE BROUGHT IN THE COURTS OF THE STATE OF WYOMING OR THE UNITED STATES OF AMERICA FOR THE STATE OF WYOMING, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE

BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(b) Grantor hereby agrees that process may be served on it by certified mail, return receipt requested, to the address pertaining to Grantor. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against Grantor if given by registered or certified mail, return receipt requested, or by any other means or mail which requires a signed receipt, postage prepaid, mailed as provided above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year set forth above.

GRANTOR:

GENUINE LIFETIME, LLC

By: 
Name: James D. Henderson, Jr.
Title: Director

SECURED PARTY:

AFG COMPANIES, INC.

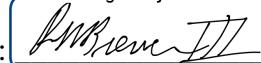
By: 
Name: Wright Brewer
Title: Chief Executive Officer

Exhibit D

Luck Guarantee

**PERSONAL GUARANTY OF PAYMENT TO
AFG COMPANIES INC.**

This Personal Guaranty of Payment to AFG Companies, Inc. (this “**Guaranty**”) is made by Tyler Luck (“**Guarantor**”) for the benefit of AFG Companies, Inc. (“**AFG**”).

Guarantor and AFG acknowledge that this Guaranty is further security for the payment set out in the Loan Agreement (the “**Loan Agreement**”) dated as of the date hereof made Genuine Lifetime, LLC (the “**Company**”) in favor of AFG.

ARTICLE I
NATURE AND SCOPE OF GUARANTY

Section 1.01. Guaranty of Obligation. Guarantor hereby irrevocably and unconditionally guarantees to AFG the prompt payment and performance when due of the “**Guaranteed Debt**” (as hereinafter defined). Guarantor acknowledges and agrees that Guarantor will receive, directly or indirectly, benefit from the making of this Guaranty.

Section 1.02. Definition of Guaranteed Debt. As used herein, the term “**Guaranteed Debt**” means 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. Notwithstanding the foregoing, the liability of Guarantor under this Guaranty for the principal amount of the Guaranteed Debt, subject to applicable usury laws. Guarantor shall also be liable for all interest, fees, indemnities, and other costs and expenses relating to or arising out of the Guaranteed Debt guaranteed hereunder by Guarantor now or hereafter owing from the Company to AFG. As used herein, “**Determination Date**” means the date when the first of the following events occurs: (a) all of the principal portion of the obligations under the Loan Agreement become due and payable (whether at maturity, as a result of the exercise of any power of acceleration contained in the Loan Agreement, or otherwise); or (b) an Event of Default (as defined in the Loan Agreement) occurs.

Section 1.03. Payment by Guarantor. If all or any part of the obligations under the Loan Agreement shall not be paid when due, Guarantor shall, immediately upon demand by AFG, and without presentment, protest, notice of protest, notice of non-payment, notice of intention to accelerate or acceleration or any other notice whatsoever, pay in lawful money of the United States of America or other assets acceptable to AFG, in its sole discretion, the amount due on the Guaranteed Debt to AFG (but not to exceed such amount).

Section 1.04. No Duty to Pursue Others. It shall not be necessary for AFG (and Guarantor hereby waives any rights which Guarantor may have to require AFG), in order to enforce such payment by Guarantor, first to (i) institute suit or exhaust AFG’s remedies against Company or any other guarantors of the Guaranteed Debt, (ii) enforce AFG’s rights against any security which shall ever have been given to secure the Guaranteed Debt (if any), (iii) join Company or any others liable on the Guaranteed Debt in any action seeking to enforce this Guaranty, or (iv) resort to any other means of obtaining payment of the Guaranteed Debt. AFG shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Guaranteed Debt. The exercise by AFG of any right or remedy under this Guaranty or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy. To the extent not already waived, Guarantor waives marshalling of assets and liabilities, sale in inverse order of alienation, and notice of acceptance of this Guaranty. Further, Guarantor expressly waives each and every right to which he may be entitled by virtue of the suretyship law of the State of Texas, including, without limitation, any rights he may have pursuant to Rule 31 of the Texas Rules of Civil Procedure, and Chapter 43 and Section 17.001 of the Texas Civil Practice and Remedies Code.

Section 1.05. Waiver of Notice, etc. Guarantor hereby waives notice of (i) any loans or advances made by AFG to the Company, (ii) acceptance of this Guaranty, (iii) any amendment or extension of the Company's obligations to pay any part of the Guaranteed Debt, or (iv) any other action at any time taken or omitted by AFG, and, generally, all demands and notices of every kind in connection with this Guaranty and any documents or agreements evidencing, securing or relating to any of the Guaranteed Debt and the obligations hereby guaranteed.

Section 1.06. Nature of Guaranty. This Guaranty is an irrevocable, absolute, continuing guaranty of payment.

Section 1.07. Payment of Expenses. Guarantor shall, promptly upon demand by AFG, pay AFG all documented out of pocket costs and expenses (including court costs and reasonable attorneys' fees) incurred by AFG in the enforcement this Guaranty.

Section 1.10. Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision there under, AFG must rescind or restore any payment, or any part thereof, received by AFG in satisfaction of the Guaranteed Debt, any prior release or discharge from the terms of this Guaranty given to Guarantor by AFG shall be without effect, and this Guaranty shall remain in full force and effect. It is the intention of Company and Guarantor that Guarantor's obligations hereunder shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

Section 1.11. Non-impairment of Guaranty. Guarantor agrees that his obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced or affected by the occurrence of any one or more of the following events:

- (a) The taking or accepting of any other security or guaranty for any or all of the Company's obligations;
- (b) Any partial release of the liability of Guarantor under this Guaranty;
- (c) The insolvency, bankruptcy or lack of corporate power of the Company, the Guarantor or any party at any time liable for the payment of any or all of the Guaranteed Debt;
- (d) Any renewal, extension, modification or rearrangement of the payment of any or all of the Guaranteed Debt, either with or without notice to or consent of the Guarantor, or any adjustment, forbearance or compromise that may be granted or given by AFG to Company;
- (e) Any delay or failure of AFG to take or prosecute any action for the collection of any of the Guaranteed Debt or to foreclose or take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Debt;
- (f) The unenforceability of all or any part of the Loan Agreement; or
- (g) Any payment by Company to AFG that is held to constitute a preference under the bankruptcy laws or if for any other reason AFG is required to refund such payment or pay the amount of a refund to someone else.

ARTICLE II
EVENTS AND CIRCUMSTANCES NOT REDUCING
OR DISCHARGING GUARANTOR'S OBLIGATIONS

Guarantor hereby consents and agrees to each of the following, and agrees that Guarantor's obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and Guarantor hereby waives any common law, equitable, statutory or other rights (including without limitation rights to notice) which Guarantor might otherwise have as a result of or in connection with any of the following:

Section 2.01. Modifications, etc. Any renewal, extension, increase, modification, alteration or rearrangement of all or any part of the Guaranteed Debt.

Section 2.02. Adjustment, etc. Any adjustment, indulgence, forbearance or compromise that might be granted or given by AFG to Company.

Section 2.03. Invalidity of Guaranteed Debt. The invalidity, illegality or unenforceability of all or any part of the Guaranteed Debt, or any document or agreement executed in connection with the Guaranteed Debt, for any reason whatsoever.

Section 2.04. Release of Obligors. Any full or partial release of the liability of Company, any co-guarantors, or of any other person liable on the Guaranteed Debt.

Section 2.05. Other Security. The taking or accepting of any other security, collateral or guaranty, or other assurance of payment, for all or any part of the Guaranteed Debt.

Section 2.06. Merger. The reorganization, merger or consolidation of Company into or with any other corporation or entity or with one another.

Section 2.07. Legal Proceedings. The commencement, existence or completion of any proceeding against Company or otherwise related to the collection of and enforcement of the Guaranteed Debt.

Section 2.08. Limitation of Liability. Any limitation on the full personal liability of Company for payment of the Guaranteed Debt or under any document or agreement executed in connection with the Guaranteed Debt.

Section 2.09. Bankruptcy Proceedings. The receivership, insolvency, bankruptcy or other proceedings affecting Company or Company's property, Guarantor or any other person or entity.

Section 2.10. Preference. Any payment by Company to AFG is held to constitute a preference under bankruptcy laws, or for any reason AFG is required to refund such payment or pay such amount to Company or someone else.

Section 2.11. Other Actions Taken or Omitted. Any other action taken or omitted to be taken with respect to the Guaranteed Debt, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to pay the Guaranteed Debt pursuant to the terms hereof; it is the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to pay the Guaranteed Debt when due, notwithstanding any occurrence, circumstance, event, action or omission whatsoever, whether contemplated or unanticipated, and whether or not otherwise or particularly described herein, except for the full and final payment and satisfaction of the Guaranteed Debt.

Section 2.12. Sale. The sale of Company or any of the assets of Company to any other corporation or entity, unless the obligations of Company are assumed by the purchaser in connection with such sale.

ARTICLE III
SUBORDINATION OF CERTAIN INDEBTEDNESS:
WAIVER OF SUBROGATION

Section 3.01. Subordination of All Guarantor Claims. As used herein, the term "***Guarantor Claims***" shall mean all debts owed by Company to Guarantor, whether now existing or hereafter arising. During the occurrence and continuation of any Event of Default (as defined in the Loan Agreement), Guarantor shall not receive or collect, directly or indirectly, any amount upon the Guarantor Claims.

Section 3.02. Claims in Bankruptcy. In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving either Company as debtor, AFG shall have the right to prove his claim in any such proceeding so as to establish his right hereunder and receive directly from the receiver, trustee or other court custodian, dividends and payment which would otherwise be payable upon Guarantor Claims. Guarantor hereby assigns such dividends and payments to AFG.

Section 3.03. Waiver of Subrogation. Guarantor hereby waives any right, claim or action that he may now or hereafter have against either of Company arising out of, or in connection with, Guarantor's obligations under this Guaranty or the payment by Guarantor of all or any part of the Guaranteed Debt including, without limitation, any right or claims for subrogation, contribution, reimbursement, exoneration, or indemnity.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Waiver. No modification or waiver of any provision of this Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved.

Section 4.02. Notices. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally, (c) when transmitted, if sent by facsimile, if a confirmation of transmission indicating delivery of all pages is produced by the sending machine, or (d) when delivered, if sent by overnight mail or national courier, in each case to the parties at the following addresses or facsimile numbers (or at such other addresses as shall be specified by like notice):

If to AFG: Roger A. Crabb
 Scheef & Stone, LLP
 500 North Akard Street, Suite 2700
 Dallas, TX 75201

If to Guarantor:
 Tyler Luck
 145 E. Snow King Ave - PO Box 758
 Jackson, WY 83001

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

Section 4.03. GOVERNING LAW. THIS GUARANTY HAS BEEN PREPARED, AND IS INTENDED TO BE PERFORMED, IN THE STATE OF WYOMING, AND THE SUBSTANTIVE LAWS OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS GUARANTY.

Section 4.04. Invalid Provisions. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty.

Section 4.05. Entirety and Amendments. There are no unwritten oral agreements between the parties. This Guaranty represents the final agreement between the parties relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. This Guaranty may be amended only by an instrument in writing executed by the individual party or an authorized officer of the party against whom such amendment is sought to be enforced.

Section 4.06. Parties Bound; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that neither party may, without the prior written consent of the other party, assign any of his rights, powers, duties or obligations hereunder.

Section 4.07. Headings. Section headings are for convenience of reference only and shall in no way affect the interpretation of this Guaranty.

Section 4.08. Intention of Parties. Notwithstanding anything contained herein to the contrary, it is the intention of the parties hereto that this Guaranty represents a continuing guaranty.

Section 4.09. Representations by Guarantor. Guarantor represents and warrants to AFG that: (a) this Guaranty has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms; (b) the execution, delivery and performance of this Guaranty (i) does not and will not violate or conflict with, in any material respect, any law, governmental rule or regulation or any judgment, writ, order, injunction, award or decree of any court, arbitrator, administrative agency or other governmental authority applicable to the Guarantor or any mortgage, contract, agreement or other undertaking to which the Guarantor is a party or by which the Guarantor or any of his property may be bound or affected and (ii) does not and will not require any consent of any other person or any consent, license, permit, authorization or other approval of, registration with, any giving of notice to or any exemption by, any court, arbitrator, administrative agency or other governmental authority, except those that have been obtained; (c) the Guarantor has filed all federal and state tax returns which are required to be filed, and has paid all taxes as shown on said returns and all assessments against the property of the Guarantor to the extent that such taxes and assessments have become due and payable as of the execution date of this Guaranty; (d) the Guarantor is not a party to any contract or agreement which materially and adversely affects the business, property or assets, or financial condition of the Guarantor as of the execution date of this Guaranty; (e) the execution and delivery of this Guaranty to AFG will benefit directly or indirectly the Guarantor; and (f) no representation or warranty contained in this Guaranty contains, or will contain, any untrue statement or material fact or omits, or will omit, to state

a material fact necessary to make the statement contained herein not misleading as of the execution date of this Guaranty .

Section 4.10. Venue and Jurisdiction. Venue for all suits arising out of or relating to this Guaranty shall be brought exclusively in a Wyoming State court sitting in Jackson, Wyoming. Each of Guarantor and AFG consent to personal jurisdiction in the State of Wyoming.

EXECUTED this 17th day of October 2023.

GUARANTOR:

DocuSigned by:

F9F55F973165433...
Tyler Luck

Acknowledged:

AFG Companies, Inc.

DocuSigned by:
By: 
3F01CA52FF6C415...
Name: Wright Brewer
Title: Chief Executive Officer