

December 30, 2025

VIA EMAIL

From: Maurice Fitzpatrick, Jr.  
Homeless, No Permanent Address  
General Delivery  
Dallas, TX 75260-9999  
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Email: rico\_lawsuit@yahoo.com

To: Whom It May Concern

Subj: Fitzpatrick v. AFG, BEN, et. al. – Notice of Final Offer of Resolution of Claims

1. I am writing to formally offer one final opportunity to resolve all outstanding matters, legal claims, and grievances I hold against Brand Engagement Network, Inc. (“BEN”), AFG Companies, Inc. (“AFG”), Michael Todd Lucas, Tyler J. Luck, Ralph Wright Brewer III, and all affiliated individuals, executives, counsel, and related entities.
2. This offer is made in good faith and arises after nearly two years of employer exploitation, documented fraud, retaliation, procedural suppression, unethical conduct, and systemic procedural irregularities and strategic exploitation of judicial process across multiple venues. It follows my recent filing of a Second Supplemental Declaration under penalty of perjury in *AFG Companies Inc v. Genuine Lifetime LLC et al*, No. 4:25-cv-01272 (N.D. Tex.), Doc. Nos. [14](#) and [14-1](#), inclusive of extensive admissible evidence, including transcripts, audio recordings, text communications, and internal contradictions directly implicating parties and counsel on both sides, and inclusive of filings dating back to at least April 2024, followed by my initial [Motion to Intervene on November 12, 2024](#), and subsequent [Motion to Intervene w/Notices of Removals \(Civil Rights Removal\) on February 11, 2025](#).
3. Despite prior settlement communications over the last year being ignored or disregarded, I am offering this final opportunity out of respect for judicial economy, reputational preservation, and proportional closure.

## Background of Notice History

4. This Final Offer of Resolution of Claims follows and incorporates by reference all my previously issued **Notices of Claims and Several Opportunities for Settlement** dated between late 2024 through November 2025, which were sent via email to counsel and implicated parties and included detailed allegations of enterprise conduct, statutory violations, and RICO predicate acts. Said notice provided all recipients with actual and constructive notice of my claims, named parties and entities, statutory bases, anticipated litigation avenues, and the opportunity to resolve the matter voluntarily. It also imposed a litigation hold and record preservation demand. You and Your clients' failure to engage in any good faith response at any time was interpreted, and continues to be interpreted, as furthering the very enterprise conduct alleged. This current offer is made in full awareness of that history and with the intent to provide one final opportunity to resolve the matter prior to commencement of expanded litigation.
5. As an example, this Final Offer of Resolution builds upon multiple prior formal notices sent to involved parties and counsel, that were ignored on at least nine (9) prior occasions, including but not limited to:
  - a. Cease and Desist letter(s) and notice in late 2024;
  - b. A January 17, 2025 "Demand to Resolve Claims of Fraud, Retaliation, and Other Tortious Conduct," which outlined specific violations of RICO, the Securities Act, and federal and common law; quantified monetary damages and legal exposure; and invited early, private resolution;
  - c. A January 19, 2025 "Proposal for Global Settlement Resolution of Claims";
  - d. A January 22, 2025 "Explanation of RICO Conspiracy Liability and Need for Collaborative Settlement";
  - e. A March 9, 2025 "Updated Settlement Demand - Avoidance of Further Liability & Regulatory Scrutiny";
  - f. An August 6, 2025 "Pre-Suit Notice of Claims – Federal Civil Rights and Racketeering Liability," which broadened the evidentiary record, named additional implicated parties and firms, asserted litigation hold obligations, and reiterated the opportunity for non-judicial resolution;

- g. A September 5, 2025 “Cease and Desist and Carry-Over of Notice of Claims – Federal Civil Rights and Racketeering Liability,” which expanded distribution of the August 6, 2025 Pre-Suit Notice of Claims to include attorneys and the law firm of Kelly Hart & Hallman, LLP;
  - h. An October 5, 2025 “Evidence Preservation Inquiry and Fw: Pre-Suit Notice of Claims (Cease and Desist / Carry-Over of Notice of Claims)”;
  - i. A November 15, 2025 “Revised Global Settlement Demand – \$250,000,000”;
6. This current offer reflects my ongoing commitment to **good-faith** resolution, and it will be the tenth (10th) and final opportunity extended prior to my pursuit of independent, expanded claims, filings, and regulatory escalation.

## **Terms of Proposed Resolution**

### Monetary Compensation and Restitution

7. A negotiated, confidential settlement amount to resolve and fully compensate for all manner of damages including without limitation:
- a. Economic and professional damages stemming from retaliatory termination and subsequent coordinated retaliation and legal obstruction;
  - b. Physical, emotional, and reputational harm caused by prolonged, corrupt business and employment practices, bad-faith litigation, retaliation, and concealment;
  - c. The protracted impact of being fraudulently induced into employment under false pretenses and exploited for the benefit of enterprise participants, retaliated against, forced into homelessness;
  - d. Time, resources, and costs incurred over seventeen months of compelled litigation, filing, evidence production, and pro se procedural defense and intervention.
8. While I am not restating a specific figure in this notice, recipients are advised that prior unacknowledged settlement notices and communications have involved structured and substantiated damage estimates **well in excess of \$100,000,000.00**, based on economic losses, property loss, housing instability, professional damage, humiliation, treble damages under 18 U.S.C. § 1964(c), punitive damages, and other liability. Prior settlement

opportunities and notices of claims are incorporated herein by reference, including the November 2025 structured offer of \$267.5M which remains unaddressed.

Written Statement of Resolution (Non-Admission Clause - Maybe)

9. A joint or separate written statement indicating that:
- a. The matter has been resolved voluntarily and confidentially,
  - b. No party admits liability,
  - c. All legal or other claims, legal theories, and allegations are withdrawn and/or dismissed, and
  - d. Each party seeks to avoid further litigation, regulatory escalation, or public disclosure.

Narrowly Tailored Covenant Not to Sue

10. Upon execution of a settlement agreement and satisfactory performance thereof, I will enter into a limited covenant not to sue:
- a. Only as to past conduct and claims described in paragraph 5 above and arising prior to the settlement agreement's execution date;
  - b. Without releasing rights or obligations related to lawful regulatory reporting, whistleblower protections, or future acts of retaliation, obstruction, or concealment.

Preservation of Regulatory and Oversight Rights

11. No agreement shall bar me from:
- a. Cooperating with or reporting to any regulatory, law enforcement, or oversight body including the SEC, DOJ, OIG, Congress, or judicial conduct agencies;
  - b. Supplementing any prior reports or filings (e.g., SEC TCRs) consistent with my rights and/or obligations as a whistleblower and private attorney general under federal law.

Public/Private Restitution

12. At my sole discretion, any settlement may include a mechanism for public-facing restitution or philanthropic contribution by implicated entities to affected communities or causes related to financial fraud, whistleblower protection, or public market integrity. This is negotiable and symbolic, not mandatory.

### Non-Disparagement and Confidentiality

13. Mutual agreement on a non-disparagement clause and confidentiality terms, subject to carve-outs for regulatory cooperation, whistleblower protections, and the right to retain copies of all public filings and evidence submitted under oath.

### **Notice of Reservation of Rights**

14. This communication does not waive, release, or compromise any legal rights, claims, or defenses I have already asserted or may assert now or in the future. I expressly incorporate by reference all prior reservations of rights related to this matter and reserve the right to:
- a. Amend prior filings,
  - b. Initiate a standalone Civil RICO, Civil Rights, whistleblower retaliation or other relevant lawsuit,
  - c. File bar complaints and judicial misconduct complaints, and
  - d. Supplement previously filed matters with additional evidence, including that referenced in Doc. 14 and 14-1.

### **Deadline and Expiration**

15. This offer remains open for acceptance, meaningful and good-faith engagement, until **midnight CST, on Friday, January 10, 2026**, after which it shall be considered rejected. Failure to respond will be construed as a knowing and voluntary rejection of this final opportunity to resolve these matters on confidential and non-public terms.
16. I remain open to discussing a timely, just, and proportionate resolution. Please direct all correspondence to my email ([rico\\_lawsuit@yahoo.com](mailto:rico_lawsuit@yahoo.com)) by the deadline noted above.

### **Regulatory and Professional Implications**

17. Parties are advised that this Final Offer of Resolution, and any responses or failures to engage therewith, may be referenced in future communications with oversight entities, professional responsibility bodies, or regulatory agencies, consistent with my rights under federal whistleblower statutes and public policy protections.

This notice is the final attempt to resolve these matters confidentially before proceeding with the full scope of legal remedies and enforcement avenues previously identified.

Sincerely,

/s/ Maurice Fitzpatrick, Jr.  
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General Delivery  
Dallas, TX 75260-9999  
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