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ORIGINAL

In the
UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

BRAND ENGAGEMENT NETWORK, INC,

Plaintiff,

v.

RALPH WRIGHT BREWER III, *et. al.*,

Defendants.

Civil Action No. 3:25-CV-00114-S

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant,” or “Fitzpatrick”), pro se, and files this *Motion To Intervene*, seeking intervention as a party by this motion; notices of removal of related state court actions from the 17th and 442nd District Courts of Tarrant and Denton Counties, respectively (see Notice of Removals attached hereto as Exhibit A and B, respectively, that are incorporated by reference as if stated fully herein); consolidation of related state court actions with the present action (3:25-CV-00114-S) pending in this Northern District of Texas, Dallas Division; and leave to file an Original Complaint, and Movant shows the Court as follows:

I. INTRODUCTION

1. Movant, an injured party and whistleblower, is a direct victim of fraudulent activities orchestrated not only by the named Defendants but also by the Plaintiff, Brand Engagement Network, Inc. (BEN), and other yet unnamed individuals and entities.

2. Movant's whistleblower disclosures, documented in Paragraph 30 of *Plaintiff's Original Petition* (filed in this Court on January 16, 2025), confirm that Plaintiff itself was aware of and benefited from fraudulent schemes that resulted in harm to Movant.

3. Movant was fraudulently induced into employment with AFG in March 2024, unaware that both Plaintiff and Defendants had been engaging in a pattern of racketeering activity, additionally conspiring to hire and exploit software and data engineers under fraudulent pretenses.

4. Upon discovering and attempting to expose fraudulent conduct, Movant was subjected to severe retaliation, including termination, loss of benefits, legal threats, abuse of process, malicious prosecution, harassment, homelessness and other economic and non-economic damages.

5. Movant now seeks to hold Plaintiff, all named Defendants, and additional culpable parties jointly and severally liable for their participation in a pattern of racketeering activity, constituting multiple predicate act violations, in the last 10 years, under 18 U.S.C. §§ 1962(a), (b), (c), and (d), including:

- a. Securities Fraud (15 U.S.C. § 78j)
- b. Wire Fraud (18 U.S.C. § 1343)
- c. Mail Fraud (18 U.S.C. § 1341)
- d. Retaliation Against a Witness, Victim, or Informant (18 U.S.C. § 1513)

- e. Retaliation under the Sarbanes-Oxley (SOX) Act (18 U.S.C. § 1514A)
- f. Retaliation under the Dodd-Frank Act (15 U.S.C. § 78u-6(h))
- g. Obstruction of Justice (18 U.S.C. § 1503)
- h. Fraudulent Inducement
- i. Civil Fraud
- j. Civil Conspiracy
- k. Breach of Fiduciary Duty
- l. Intentional Infliction of Emotional Distress

6. Movant's claims are not duplicative of those in this case. Instead, they expand

upon and expose the broader fraudulent schemes involving both Plaintiff and Defendants, their associations, business dealings, agreements, and conduct and participation in securing a fraudulent business combination, listing of different classes of securities on NASDAQ and ongoing manipulations of publicly traded securities.

7. Movant is now seeking to hold each of the Defendants accountable, jointly and severally, for their conduct and participation in a pattern of racketeering activity constituting multiple predicate act violations under 18 U.S.C. §§ 1962(a), (b), (c), and (d) through a plethora of misrepresentations, securities fraud, fraudulent inducements, wire fraud, mail fraud, whistleblower retaliation, and conspiracy.

8. Prior to filing this Motion to Intervene, Movant made **good-faith** efforts to resolve these disputes with both Plaintiff and Defendants through pre-litigation settlement discussions. In the interest of efficiency and fairness, Movant extended a settlement offer that would have allowed the responsible parties to resolve their involvement in the matter without admitting liability. This proposal provided an opportunity for resolution without the need for

costly litigation or further exposure. However, despite this reasonable offer, neither Plaintiff nor Defendants engaged in meaningful settlement discussions, instead opting for continued obstruction and delay. Given their unwillingness to reach a resolution, Movant has no alternative but to seek judicial relief.

9. Movant is entitled to intervene as of right under Rule 24(a)(2) because his claims arise from the same facts, transactions, and fraudulent schemes alleged in this case. Alternatively, Movant seeks permissive intervention under Rule 24(b) because his claims share common questions of law and fact with the pending case.

10. Accordingly, Movant seeks leave to intervene in this action as a party and to file his Complaint asserting claims against the Plaintiff, the Defendants, and other unknown wrongdoers who have conspired to defraud Movant and the public.

II. ARGUMENT

A. Intervention as of Right Under Rule 24(a)(2)

11. Under Rule 24(a)(2), a party is entitled to intervene as of right if:

- a. The Movant has a significantly protectable interest in the litigation;
- b. The disposition of the case may impair or impede that interest; and
- c. The Movant's interest is not adequately represented by the existing parties.

12. See *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 561 (1992) (explaining that intervention requires an interest that is “*concrete and particularized*”).

13. Movant satisfies each of these requirements.

14. Movant has substantial legal rights and interests at stake in this case because the conduct, acts and/or omissions, and participations of Plaintiff, Defendants and other parties

caused direct financial harm, professional and other damage, and whistleblower retaliation when Movant sought to report fraudulent activities to the Securities and Exchange Commission, the United States Department of Labor, the Texas Workforce Commission, the 17th and 442nd District Courts of the State of Texas.

15. Plaintiff and Defendants' actions—including fraudulent inducement, manipulation of securities transactions, and obstruction of justice—directly implicate Movant's claims under RICO and federal securities laws.

16. If Movant is not permitted to intervene, his rights and interests will be impaired, as Defendants seek to control the narrative and limit exposure of their wrongful actions.

B. Permissive Intervention Under Rule 24(b)(1)(B)

17. Even if intervention as of right is denied, Rule 24(b)(1)(B) permits intervention if:

- a. The movant's claims share common questions of law or fact with the existing litigation; and
- b. Allowing intervention will not unduly delay or prejudice the original parties.

18. See *Texas v. United States*, 805 F.3d 653, 657 (5th Cir. 2015) (holding that permissive intervention should be granted when common legal or factual issues exist and intervention would not unduly disrupt proceedings).

19. Because Movant's claims arise from the same transactions, business dealings and fraudulent scheme underlying this case (e.g. the fraudulent business combination), permissive intervention is warranted.

20. Movant's claims share common legal and factual questions with the existing litigation.

21. Permissive intervention will not unduly delay proceedings and will promote judicial efficiency by consolidating overlapping claims in a single forum.

III. MOVANT SATISFIES THE REQUIREMENT FOR INTERVENTION

Movant Has a Direct and Protectable Interest in This Case

22. Movant has direct financial and legal rights and interests in this litigation, as he was:

- a. Fraudulently induced into employment by AFG under false pretenses.
- b. Retaliated against after learning of and exposing fraudulent conduct.
- c. Harmed by the same fraudulent business combination, securities fraud and racketeering enterprise underlying this lawsuit, which will be plead with requisite specificity in Movant's forthcoming RICO Complaint.

23. A judgment in this case would impair Movant's ability to recover damages and obtain justice if intervention is denied.

Existing Parties Do Not Adequately Represent Movant's Interests

24. Movant's interests are not adequately represented by Plaintiff or Defendants, as:

- a. Plaintiff (BEN, its executives and others) was complicit in the fraudulent scheme and cannot be expected to represent Movant's interests.
- b. Defendants (Wright Brewer, AFG and its executives) were directly responsible for Movant's harm and will actively oppose his claims.

25. See *Trbovich v. United Mine Workers of Am.*, 404 U.S. 528, 538 (1972) (holding that intervention is warranted when the existing parties' interests conflict with those of the movant).

Movant's Claims Share Common Questions of Law & Fact

26. Movant's claims arise from the same fraudulent business combination, SEC misrepresentations, and RICO violations at issue in this case.

27. Allowing intervention will not unduly delay proceedings but will instead consolidate all related claims for efficient adjudication.

IV. CONCLUSION

28. Movant underscores that this intervention is **not** being sought frivolously or to complicate ongoing litigation. Movant has made every reasonable effort to resolve this matter outside of court, up to and including extending an offer that would have allowed Plaintiff and Defendants to settle without an admission of liability. However, those efforts were met with refusal or inaction, leaving Movant with no choice but to pursue legal redress. Accordingly, Movant respectfully requests this Court grant intervention so that Movant may properly assert his claims and hold the responsible parties accountable.

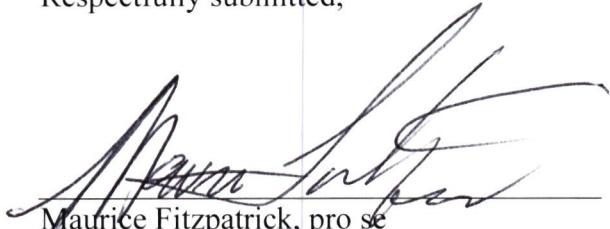
29. For the foregoing reasons, Movant respectfully requests that the Court:

- a. Grant Movant's Motion to Intervene under Rule 24(a) or, alternatively, Rule 24(b);
- b. Permit Movant leave to file his Complaint, which will assert claims against the Plaintiff, the Defendants, and additional culpable entities and individuals;
- c. Permit Movant to serve all necessary parties, including those not currently named in the action;

- d. Allow Movant to fully participate in discovery and case proceedings; and
- e. Grant any further relief this Court deems just and proper.

Dated: February 11, 2025

Respectfully submitted,



Maurice Fitzpatrick, pro se
General Delivery
Dallas, TX 75260-9999
(214) 694-1551 Telephone
Email: afglawsuit@yahoo.com

EXHIBIT A

In the
UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

AUTOMOTIVE FINANCIAL GROUP, INC. } Civil Action No. _____
Plaintiff, }
v. } (Removed from the
GENUINE LIFETIME, LLC, AND } 17th District Court, Tarrant County, Texas;
TYLER J. LUCK, } Case No. 017-352358-24)
Defendants. } JURY TRIAL DEMANDED

NOTICE OF REMOVAL

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS:

COMES NOW, Intervenor Maurice Fitzpatrick ("Intervenor") in the above-captioned matter, and hereby removes this action from the 17th Judicial District Court of Tarrant County, Texas, to the United States District Court for the Northern District of Texas, Dallas Division, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1443. This removal is necessary and based on the presence of substantial federal questions, violations of constitutionally protected rights, and federal statutory claims that fall within exclusive federal jurisdiction and in support thereof, Intervenor states as follows:

I. INTRODUCTION AND STATEMENT OF REMOVAL

1. On or about April 30, 2025, Plaintiff AFG Companies, Inc. (“Plaintiff”) filed a civil lawsuit against Defendants Genuine Lifetime, LLC, and Tyler J. Luck in the 17th Judicial District Court of Tarrant County, Texas, under Cause No. 017-352358-24.

2. Plaintiff, together with its associated and subsidiary companies by and through its Chief Executive Officer, Ralph Wright Brewer III (“Brewer”) and their legal counsel of Scheef and Stone, LLP, improperly brought this Tarrant County action against Defendants seeking judgment and for the recovery of \$4,000,000 in unlawful loan proceeds and interest where Plaintiff companies and Brewer provided Defendants the \$4,000,000 of financial aid to:

- a. Affect interstate commerce, defraud unsuspecting investors, regulators, the public, and Intervenor by carrying out a pump-and-dump scheme in furtherance of a wider conspiracy to reap millions in pecuniary gains through the manipulations of public (retail) and private Class A and B common stock and Warrants (the “securities”) listed and traded, at relevant times, on the Nasdaq Stock Market LLC (“Nasdaq”) Securities Exchange under the ticker symbols “DHCAU”, “DHCA”, “DHCAW”, “BNAI” and “BNAIW”.
- b. Secure a fraudulent business combination (“merger”), together with the listing and trading of related post-merger securities on the Nasdaq Securities Exchange on or about March 15, 2024, such that ongoing manipulations and frauds of co-conspirators and wrongdoers could continue, for and on behalf of the business combination’s principal entities and individuals of DHC Acquisition Corp. (“DHCAC”) and Brand Engagement Network, Inc. (“BEN”), Genuine Lifetime, LLC (“GL”), October 3rd Holdings, LLC (“O3H”), Automotive Financial Group,

Inc. (“AFG”) and other supporting entities and individuals (including executives, board members, founders, co-founders, attorneys, auditors, financial advisors, stockbrokers and others), a business combination premised almost entirely on a myriad of frauds, a litany of deceptively false and misleading material public misrepresentations, and other “*predicate act*” violations and/or “*prohibited activities*” as these terms are used throughout the Racketeer Influenced and Corrupt Organizations (“RICO”) Act, set out at 18 USC §§ 1961-1968 *et. seq.*

- c. Coordinate the purchase of pre and/or post-merger publicly traded securities at or about the time just prior to or soon thereafter the fraudulently obtained business combination between DHCAC and BEN on or about March 15, 2024.
- d. Manipulate the publicly traded securities in some cases without the disclosures required under federal securities laws and in all cases in violation of federal racketeering and other laws.

3. Intervenor removes this case to the United States District Court based on:

- a. Federal Question Jurisdiction (28 U.S.C. § 1331) due to Constitutional challenges to the state court delay severely impairing Intervenor’s rights and interests when he was subjected to a retaliatory termination on October 20, 2024, and continued to suffer sustained and unexplained delays of the 17th District Court of Tarrant County in setting the matter on for a hearing following the filing of Intervenor’s “Motion to Intervene”, filed on November 12, 2024 (attached hereto as Exhibit O), and Constitutional claims under the First and Fourteenth Amendments, and federal civil rights law (42 U.S.C. §§ 1983 and 1985).

b. Civil Rights Removal Jurisdiction (28 U.S.C. § 1443) because the state court's inaction and delay has deprived Intervenor of federally protected rights, including free speech, due process, and whistleblower protections under Sarbanes-Oxley (18 U.S.C. § 1514A) and Dodd-Frank (15 U.S.C. § 78u-6), both of which protect employees from retaliation for reporting securities violations, fraud and other misconduct.

II. GROUNDS FOR REMOVAL

4. Removal is proper because Plaintiff's claims and the nature and purpose of the loan proceeds directly implicate federal law, including Intervenor's First and Fourteenth Amendment rights under the Bill of Rights and the United States Constitution, as well as protections under the Sarbanes-Oxley Act (SOX), the Dodd-Frank Act, SEC regulations, and other federal law.

5. Upon finalization of removal and ultimate consolidation with the case 3:25-CV-00114-S, Intervenor intends by leave of the Court to file a forthcoming Initial Complaint which will include claims seeking: (1) Declaratory Judgement under 42 USC §§ 1983, 1985(2) and 1985(3), challenging the Constitutionality of extraordinary delay Intervenor continues to experience in the Tarrant County case with no meaningful path towards redress of Intervenor's claims, and (2) other Preliminary, Temporary and/or Permanent Injunctions as necessary.

A. Federal Question Jurisdiction (28 U.S.C. § 1331)

6. This case presents a federal question because it arises under the First and Fourteenth Amendments to the U.S. Constitution and involves claims enforceable through 42 U.S.C. §§ 1983, 1985(2) and 1985(3).

7. 42 U.S.C. § 1983 states in relevant part:

“Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer’s judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.”

8. 42 U.S.C. § 1985(2) states in relevant part:

*“(2) Obstructing justice; intimidating party, witness, or juror
If two or more persons in any State or Territory conspire to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws.”*

9. 42 U.S.C. § 1985(3) states in relevant part:

*“(3) Depriving persons of rights or privileges
If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; or if two or more persons conspire to prevent by force, intimidation, or threat, any citizen who is lawfully entitled to vote, from giving his support or advocacy in a legal manner, toward or in favor of the election of any lawfully qualified person as an elector for President or Vice President, or as a Member of Congress of the United States; or to injure any citizen in person or*

property on account of such support or advocacy; in any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators.”

10. The state court’s extraordinary delay is an infringement and obstruction of Intervenor’s rights and interests as well as an unconstitutional restraint on Intervenor’s speech, aimed at restricting his ability to bring legitimate claims against the wrongdoers that have caused him immeasurable and immediate harm in his person, business, and property, and chilling his speech in matters of public concern.

11. Under *New York Times Co. v. United States*, 403 U.S. 713 (1971), prior restraints on speech are presumptively unconstitutional. The state court’s delay fails to meet strict scrutiny and is an overbroad attempt and/or has the effect of chilling speech and silencing a whistleblower who was personally harmed and continues to suffer harm.

B. Civil Rights Removal Jurisdiction (28 U.S.C. § 1443)

12. Removal is proper under 28 U.S.C. § 1443(1) because Intervenor is being deprived of rights under federal law, specifically:

- a. First Amendment violations (unconstitutional delay in court proceedings and restraint on speech).
- b. Due process violations (unexplained state court delays without proper procedural safeguards).
- c. Denial of whistleblower protection and protection for legitimate disclosures contemplated by an Act of Congress under the SOX and Dodd-Frank Acts.

13. Removal under § 1443 applies when state court proceedings deny or are likely to deny federally protected rights, and where state law does not afford an opportunity for redress.

14. The Intervenor has no adequate state remedy to prevent the ongoing constitutional violations occurring in Tarrant County court.

III. CHALLENGE TO THE STATE COURT DELAYS ON CONSTITUTIONAL GROUNDS

15. On November 12, 2024, Intervenor filed “*Motion to Intervene*” in the 17th District Court of Tarrant County (attached hereto as Exhibit O). This filing, Exhibit O, is incorporated by reference as if set forth fully herein.

16. On January 8, 2025, after nearly 60 days of delay since the filing of the Motion to Intervene and following other ongoing retaliations occurring against Intervenor in Denton County, Intervenor filed “*Motion For Expedited Hearing, Request For Remote Hearing, Motion To Intervene, Motion To Consolidate Related Cases, and Motion To Stay Pending Consolidation*” in the 17th District Court of Tarrant County (attached hereto as Exhibit T). This filing, Exhibit T, is incorporated by reference as if set forth fully herein.

17. The now 90 day delay in the District Court of Tarrant County, with no end in sight, violates Intervenor’s free speech rights under the First and Fourteenth Amendments because it usurps Intervenor of his fundamental right to free speech individually and on matters of public concern; deprives Intervenor of his rightful access to the court to seek redress for grievances and resolution to the harm caused him by the parties.

18. The delay of the District Court of Tarrant County fails to meet strict scrutiny or show a compelling governmental interest.

19. The delay of the District Court of Tarrant County deprives Intervenor of procedural due process and fundamental fairness, as Intervenor has no meaningful opportunity to be heard, seek redress and bring claims against those who have caused Intervenor economic and non-economic harm.

20. The U.S. Supreme Court has held that prior restraints on speech are among the most serious constitutional violations and must be subject to immediate judicial scrutiny.

21. Intervenor requests an expedited hearing and a mechanism where related state court and the federal case is consolidated in this Court to dissolve the TRO and prevent further violations of federal law.

IV. REFERENCE TO STATE COURT FILINGS

22. On Thursday, February 6, 2025, 16:15 PM CST, Intervenor received an email from Ms. Rebecca Moss, Deputy Clerk III, of the Tarrant County District Clerk's Office (rebecca.moss@dentoncounty.gov) pursuant to his request. This email shows the correspondence and the Deputy Clerk's inventory of the 14 pleadings and documents filed in the 17th District Court of Tarrant County (017-352358-24) case. The email of the Deputy Clerk is attached hereto as Exhibit A.

23. Intervenor attaches the following 19 pleadings and filings from the Tarrant County case as part of this removal:

- a. Exhibit B - 017352358242025010826INTVSCERTSVC
- b. Exhibit C - 017352358242025010827LTR(CTAPPEALS)02-25-006JURISDICTION
- c. Exhibit D - 017352358242025011428LTR(CTAPPEALS)RESPONSEDUE
- d. Exhibit E - 01735235824202404301PLTFSORIGPET

- e. Exhibit F - 01735235824202404304SVCREQFORM(FWDTODPAS)
- f. Exhibit G - 01735235824202404305CIT-ISSUEDONGENUINELIFETIME LLC-ON05022024
- g. Exhibit H - 01735235824202404306CIT-ISSUEDONTYLERJLUCK-On05022024
- h. Exhibit I -
017352358242024051410CITTr#5RETEXEC(GENUINELIFETIME LLC)On0502
- i. Exhibit J -
017352358242024052312CITTr#6RETEXEC(TYLERJLUCK)On05152024
- j. Exhibit K - 017352358242024052813DEFNSORIGANS-GENUINELIFETIME LLC
- k. Exhibit L - 017352358242024061314DEFNSORIGANS-TYLERJLUCK
- l. Exhibit M - 017352358242024061415ORDSETTINGTRIAL(WKOF4-28-25)
- m. Exhibit N - 017352358242024062016VACATIONLTRFROMMATTYHILL
- n. Exhibit O - 017352358242024111217PREFSMOTINTERVENE
- o. Exhibit P -
017352358242024111218(PROPOSED)ORDGRNTNGMOTINTERVENE
- p. Exhibit Q - 017352358242024111219PREFSCERTSVCTOMOTINTERVENE
- q. Exhibit R - 017352358242025010620PREFSNOTAPPEAL(JURISDICTION)
- r. Exhibit S - 017352358242025010622PREFCERTSVC
- s. Exhibit T -
017352358242025010823INTVSMOTEXPEDITEDHRGREQREMOTEHRGMOTI
NTV

V. PROCEDURAL REQUIREMENTS FOR REMOVAL

24. This Notice of Removal is timely under the circumstances.

25. A copy of this Notice will be filed in the Tarrant County state court and served on all parties.

26. Intervenor attaches true and correct copies of all state court pleadings, orders, and related documents as required by 28 U.S.C. § 1446(a).

VI. CONCLUSION AND REQUEST FOR RELIEF

WHEREFORE, Intervenor respectfully requests that this Court:

1. Allow Intervenor to be heard, orally, on his Motion to Intervene and Notices of Removal and Consolidation of state cases with the present case (3:25-CV-00114-S), and that Intervenor can be heard at scheduled hearing on February 13, 2025, at 10:00 AM CST.
2. Accept jurisdiction over this removed case and enter an order recognizing its removal.
3. Enter an Order staying state court proceedings pending finalization of removal.
4. Consolidate this removed action with the case pending in the Northern District of Texas, Dallas Division, Cause No 3:25-CV-00114-S, having the same events and/or occurrences, facts, parties, evidence, and witnesses.
5. Grant Intervenor the relief sought in his original state court motions, to the extent such relief is not already rendered moot.
6. Grant any further relief to which Intervenor is justly entitled.

Dated: February 11, 2025

Respectfully submitted,

/s/ Maurice Fitzpatrick
Maurice Fitzpatrick, pro se
General Delivery
Dallas, TX 75260-9999
(214) 694-1551 Telephone
Email: afglawsuit@yahoo.com

EXHIBIT A

RE: Request for Filing of Notice of Removal - Case 3:25-cv-00114-S

From: Rachel E. Rogstad (mailto:Rachel.E.Rogstad@tarrantcounty.com)

To: Rachael E. Rogstad (mailto:Rachel.E.Rogstad@tarrantcounty.com)

Subject: RE: Request for Filing of Notice of Removal - Case 3:25-cv-00114-S

Date: Friday, February 10, 2023 at 09:46:00 AM

Good Morning Mr. Fitzpatrick

Please find the documents, to you, included attached.

Best,



Rachel E. Rogstad
Associate County Clerk
Tarrant County, Texas
Phone: (817) 352-1550
Fax: (817) 352-1551
Email: Rachel.E.Rogstad@tarrantcounty.com
101 S. Central Expy, Ste 200
Fort Worth, TX 76102

From: AF2 Law Office (mailto:info@af2law.com)
Sent: Friday, February 10, 2023 10:47:45 AM
To: Rachel E. Rogstad (mailto:Rachel.E.Rogstad@tarrantcounty.com)
Subject: RE: Request for Filing of Notice of Removal - Case 3:25-cv-00114-S

You don't always get what you pay for...but you do get what you deserve!

EXTERNAL EMAIL ALERT! Think Before You Click!

Thank you. Rachel for the help and making the easier. You Rock!"

Here is a screenshot from payment confirmation page

Google View this page in: English Translate Turn off for: Detected language

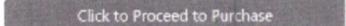
Option

 Select Language ▾


by deluxe

DIGITAL RECEIPT

CERTIFIED PAYMENTS - PRINT RECEIPT



Please print this page for your records. You will need this information if you need to contact the bureau for any reason regarding this payment.

Please Note: Use of the browsers back button may result in unintended duplicate charges.

TARRANT CO, TX DIST CLERK CIVIL BUREAU CODE: 2631095

Payment ID	Case Number/Account Number	Payment Amount	Conv Fee	Total	Status	
100319303839	017-352358-24	\$33.00	\$2.00	\$35.00	02/05/25 10:51 AM	 APPROVED
		\$33.00	\$2.00	\$35.00	345241	

Bureau Information

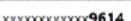
First Name Maurice
Middle Name
Last Name Fitzpatrick
Name Suffix
Telephone 214-694-1551
Address General Delivery
City DALLAS
State Texas
Zip Code 75260
Country United States

Billing Information

First Name Maurice
Middle Name
Last Name Fitzpatrick
Name Suffix
Telephone 214-694-1551
Address 2300 Timberline Drive, A138
City GRAPEVINE
State Texas
Zip Code 76051
Country United States

Bank Card Information

Card Type Visa
Exp. Date xx / xxxx
Email Address alglawsuit@yahoo.com

Card Number  **Security Code** 




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www.acceleratedcard.com

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Maurice Fitzpatrick
General Delivery
Date: 02/05/2023
Phone: (214) 694-1551
Email: alglawsuit@yahoo.com

On Wednesday, February 1, 2023 at 09:50:59 AM (CDT) Rachel E. Rogstad (mailto:Rachel.E.Rogstad@tarrantcounty.com)

Good Morning Mr. Fitzpatrick

At your convenience, you may be sending you to the law office that the title for the case you are requesting are as follows:

- Title Document
- CIV Title Page
- CIV Title Case

To you this and certified paper, copies, or original, simply follow these directions:

- CIV Title
- CIV Title Page
- CIV Title Case
- CIV Title Case
- CIV Title Case
- CIV Title Case

As soon as I receive confirmation that payment has been received, I will get the documents to you within 24 to 48 business hours and the email address:

Best,



Rachel E
Rogstad

Associate Court Clerk
Tarrant County
100 N. Central Expy, Ste. 200
Fort Worth, TX 76102
Phone: 817-352-5000
Fax: 817-352-5001
Email: rogstad.r@tarrantcounty.com

From: AFQ-Court Case/Case/Case/Case
Sent: Tuesday, February 4, 2025 4:52 PM
To: "Rachel E. Rogstad (Tarrant County Clerk's Office)" <rogstad.r@tarrantcounty.com>
Subject: Re: Request for Free of Notice of Removal - Case 211-05258-24

You don't get email from rogstad.r@tarrantcounty.com

INTERNAL EMAIL ALERT! Think Before You Click

On 2/4/2025 4:52 PM, rogstad.r@tarrantcounty.com wrote:

I need a certified paper copy of an pleading, motion, notice, and orders entered in the Law Bar to date in other words this is to read Everything, also that the certified paper copy be mailed to the General Clerk's office address indicated.

Understand: I need a copy of my letter re-sent through E-Filing, but now am I to whom the cost is to get certified paper copy of everything in the Court for the my requesting Notice of Removal?"

Thanks,

Respectfully,
General Clerk
Tarrant County
100 N. Central Expy
Phone: 817-352-5000
Email: rogstad.r@tarrantcounty.com

On Tuesday, February 4, 2025 at 04:52:40 PM (CST), rogstad.r@tarrantcounty.com wrote:

Attention:

You must need to submit your letter through E-Filing, but now am I to whom the cost is to get certified paper copy of everything in the Court for the my requesting Notice of Removal?"

Thank You,

Administrative Court Clerk - TCF
Tarrant County District Clerk
Non-Vandergriff Court Building
100 N. Central Expy, 2nd Floor
817-352-5001
Email: rogstad.r@tarrantcounty.com

From: AFQ-Court Case/Case/Case/Case
Sent: Tuesday, February 4, 2025 4:52 PM
To: "Kathy P. Ballard (Tarrant County Clerk's Office)" <ballard.k@tarrantcounty.com>
Subject: Re: Request for Free of Notice of Removal - Case 211-05258-24

You don't get email from ballard.k@tarrantcounty.com

INTERNAL EMAIL ALERT! Think Before You Click

From you,

Respectfully,
General Clerk
Tarrant County
100 N. Central Expy
Phone: 817-352-5000
Email: ballard.k@tarrantcounty.com

On Tuesday, February 4, 2025 at 04:52:40 PM (CST), rogstad.r@tarrantcounty.com wrote:

I am sending your email to the clerks for the TCF.

Thanks!

Kathy Ballard
Auxiliary Coordinator
Civil District Courts

Tom Vandenberg Civil Courts Building
100 N. Calhoun St. 2nd Floor
Fort Worth, TX 76196
617-884-3203



From: AFG Lawfirm <info@afglawfirm.com>
Sent: Tuesday, February 4, 2003 10:04 AM
To: Kathi F. Ballard <PF@wellsfargo.com>
Subject: Request for Fees for Notice of Removal Case #11-352158-24

You don't often get email from customer@customer.com

Massimo Ferradini
General Dealer
Dantes 711 75260-0000
Phone: 711-6004-155
E-mail: massimo@datess.com

EXHIBIT B

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 8th day of January 2025, a true and correct copy of following motions: *Motion For Expedited Hearing; Request For Remote Hearing; Motion To Intervene; Motion To Consolidate Related Cases; and Motion To Stay Pending Consolidation*; and their respective related exhibits, was served via email (EServe) upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	01/08/2025 10:05:00 AM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/08/2025 10:05:00 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	01/08/2025 10:05:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	01/08/2025 10:05:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	01/08/2025 10:05:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/08/2025 10:05:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 95976438

Filing Code Description: Counter Claim/Cross Action/Interpleader/Intervention/Third Party

Filing Description: Motion for Expedited Hearing; Request for Remote Hearing; Motion to Intervene; Motion to Consolidate Related Cases; and Motion to Stay Pending Consolidation

Status as of 1/8/2025 10:50 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/8/2025 10:09:36 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/8/2025 10:09:36 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/8/2025 10:09:36 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/8/2025 10:09:36 AM	SENT

EXHIBIT C



COURT OF APPEALS
SECOND DISTRICT OF TEXAS

CHIEF JUSTICE
BONNIE SUDDERTH

JUSTICES
ELIZABETH KERR
J. WADE BIRDWELL
DABNEY BASSEL
DANA WOMACK
MIKE WALLACH
BRIAN WALKER

TIM CURRY CRIMINAL JUSTICE CENTER
401 W. BELKNAP, SUITE 9000
FORT WORTH, TEXAS 76196-0211
TEL: (817) 884-1900
FAX: (817) 884-1932
www.txcourts.gov/2ndcoa

CLERK
CLARISSA HODGES

CHIEF STAFF ATTORNEY
LISA M. WEST

GENERAL COUNSEL
REBECCA E. HEINEMANN

January 8, 2025

Maurice Fitzpatrick
* DELIVERED VIA E-MAIL &
POSTAL *

Civil District Clerk, Tarrant County
Tom Vandergriff Civil Courts Bldg.
100 N. Calhoun St., 2nd Floor
Fort Worth, TX 76196
* DELIVERED VIA E-MAIL *

Court Reporter, 17th District Court
Tom Vandergriff Civil Courts Bldg.
100 N. Calhoun St., 3rd Floor
Fort Worth, TX 76196
* DELIVERED VIA E-MAIL *

Mark L. Hill
Scheef & Stone, LLP
2600 Network Blvd., Ste. 400
Frisco, TX 75034
* DELIVERED VIA E-MAIL *

RE: Court of Appeals Number: 02-25-00006-CV
Trial Court Case Number: 017-352358-24

Style: Maurice Fitzpatrick
v.
AFG Companies, Inc.

The court has received a copy of the notice of appeal in this case. *See* Tex. R. App. P. 25.1(e). The court is concerned it may not have jurisdiction over this appeal from the trial court's signed , because it does not appear to be a final judgment or an appealable interlocutory order.

Unless appellant or any party desiring to continue the appeal files with the court, on or before **Tuesday, January 21, 2025**, a response showing grounds for continuing the appeal, this appeal may be dismissed for want of jurisdiction. *See* Tex. R. App. P. 42.3(a), 44.3.

02-25-00006-CV

January 8, 2025

Page 2

Respectfully yours,

CLARISSA HODGES, CLERK

/s/ Clarissa Hodges

By: Bryan Gardner, Deputy Clerk

EXHIBIT D



COURT OF APPEALS SECOND DISTRICT OF TEXAS

CHIEF JUSTICE
BONNIE SUDDERTH

JUSTICES
ELIZABETH KERR
J. WADE BIRDWELL
DABNEY BASSEL
DANA WOMACK
MIKE WALLACH
BRIAN WALKER

TIM CURRY CRIMINAL JUSTICE CENTER
401 W. BELKNAP, SUITE 9000
FORT WORTH, TEXAS 76196-0211
TEL: (817) 884-1900
FAX: (817) 884-1932
www.txcourts.gov/2ndcoa

CLERK
CLARISSA HODGES

CHIEF STAFF ATTORNEY
LISA M. WEST

GENERAL COUNSEL
REBECCA E. HEINEMANN

January 14, 2025

CORRECTED NOTICE

Maurice Fitzpatrick
2300 Timberline Dr., A138
Grapevine, TX 76051
* DELIVERED VIA E-MAIL &
POSTAL *

RE: Court of Appeals Number: 02-25-00006-CV
Trial Court Case Number: 017-352358-24

Style: Maurice Fitzpatrick
v.
AFG Companies, Inc.

The court has received a copy of the notice of appeal in this case. *See* Tex. R. App. P. 25.1(e). The court is concerned it may not have jurisdiction over this appeal because there does not appear to be a final judgment or an appealable interlocutory order in this case.

Unless appellant or any party desiring to continue the appeal files with the court, on or before **Monday, January 21, 2025**, a response showing grounds for continuing the appeal, this appeal may be dismissed for want of jurisdiction. *See* Tex. R. App. P. 42.3(a), 44.3.

Respectfully yours,

CLARISSA HODGES, CLERK

/s/ Clarissa Hodges

By: Bryan Gardner, Deputy Clerk

cc: Court Reporter, 17th District Court
Tom Vandergriff Civil Courts Bldg.
100 N. Calhoun St., 3rd Floor
Fort Worth, TX 76196

Civil District Clerk, Tarrant County
Tom Vandergriff Civil Courts Bldg.
100 N. Calhoun St., 2nd Floor
Fort Worth, TX 76196

Mark L. Hill
Scheef & Stone, LLP
2600 Network Blvd., Ste. 400
Frisco, TX 75034

EXHIBIT E

CAUSE NO. 017-352358-24

FILED
TARRANT COUNTY
4/30/2024 4:02 PM
THOMAS A. WILDER
DISTRICT CLERK

AFG COMPANIES, INC.

§

IN THE DISTRICT COURT

Plaintiff,

§

v.

§

JUDICIAL DISTRICT

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

§
§
§
§

Defendants.

§

TARRANT COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

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

I. DISCOVERY LEVEL AND RULE 47 STATEMENT

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

II. PARTIES

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

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

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

III. JURISDICTION AND VENUE

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

IV. STATEMENT OF FACTS

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

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

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

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

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

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

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

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

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

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

15. Further yet, the Loan Agreement also contemplated the signing of a personal guaranty. That is, the Loan Agreement specified that AFG and Defendant Tyler Luck enter into a Personal Guaranty of Payment to AFG Companies, Inc. (“Personal Guaranty”), wherein Tyler Luck acknowledged that he, as a member of October 3rd and director of Genuine Lifetime, would receive a direct benefit of the Loan and performance of the terms of the Loan Agreement by executing a Personal Guaranty of “Payment” to AFG—i.e., the \$4 million principal plus interest payable to AFG as detailed in the Loan Agreement.

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

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

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

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

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

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

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

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

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

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

V. CAUSES OF ACTION

COUNT 1 – BREACH OF CONTRACT (LOAN AGREEMENT)

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

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

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

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

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

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

COUNT 2 – BREACH OF CONTRACT (SECURITY AGREEMENT)

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

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

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

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

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

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

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

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

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

COUNT 3 – BREACH OF CONTRACT (PERSONAL GUARANTY)

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

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

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

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

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

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

VI. CONDITIONS PRECEDENT

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

VII. ATTORNEYS FEES

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

VIII. CONCLUSION

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

- (1) Compensatory and actual damages in an amount to be determined at trial;
- (2) Foreclosure of Defendants' assets and interests, as requested herein;
- (3) Attorneys' fees of Plaintiff incurred in this action;
- (4) The costs of Plaintiff incurred in this action;
- (5) Prejudgment and post-judgment interest to the extent permitted by law; and
- (6) All other relief, at law or in equity, to which AFG proves itself justly entitled.

Respectfully submitted,

SCHEEF & STONE, LLP

By: /s/ Mark L. Hill
MARK L. HILL
State Bar No. 24034868
mark.hill@solidcounsel.com
STEVEN OVANDO
State Bar No. 24128862
steven.ovando@solidcounsel.com

2600 Network Blvd., Suite 400
Frisco, Texas 75034
(214) 472-2100 Telephone
(214) 472-2150 Facsimile
ATTORNEYS FOR PLAINTIFF

Automated Certificate of eService

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

Melissa Diaz on behalf of Mark Hill
Bar No. 24034868
melissa.diaz@solidcounsel.com
Envelope ID: 87228741
Filing Code Description: Petition
Filing Description: Plaintiff's Original Petition
Status as of 4/30/2024 4:15 PM CST

Associated Case Party: AFG COMPANIES, INC.

Name	BarNumber	Email	TimestampSubmitted	Status
Melissa Diaz		melissa.diaz@solidcounsel.com	4/30/2024 4:02:24 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	4/30/2024 4:02:24 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	4/30/2024 4:02:24 PM	SENT

EXHIBIT F



Mark L. Hill
Direct Dial: (214) 472-2126
Mark.hill@solidcounsel.com

April 30, 2024

Via Electronic Filing

Thomas A. Wilder, District Clerk
Tom Vandergriff Civil Courts Building
100 N. Calhoun St.
Fort Worth, Texas 76196

Re: Cause No. 017-352358-24; *AFG Companies, Inc. v. Genuine Lifetime, LLC, et al.*;
in the 17th District Court of Tarrant County, Texas.

Dear Mr. Wilder:

Please issue citations for service of process of *Plaintiff's Original Petition* on Defendants as follows:

Genuine Lifetime, LLC
c/o Company Agent, LLC
125 S King Street Ste 2A
PO Box 1045
Jackson, Wyoming 83001

Tyler J. Luck
145 E. Snow King
Jackson, WY 83001

The fee for issuance is being submitted with this request. After the citation has been issued, please return to mark.hill@solidcounsel.com and melissa.diaz@solidcounsel.com.

Thank you for your assistance in this matter.

Sincerely,

/s/ Mark L. Hill

MLH:md

Automated Certificate of eService

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

Melissa Diaz on behalf of Mark Hill

Bar No. 24034868

melissa.diaz@solidcounsel.com

Envelope ID: 87231904

Filing Code Description: Request

Filing Description: Request for Issuance of Citations

Status as of 4/30/2024 4:39 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Melissa Diaz		melissa.diaz@solidcounsel.com	4/30/2024 4:30:58 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	4/30/2024 4:30:58 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	4/30/2024 4:30:58 PM	SENT

EXHIBIT G

THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 017-352358-24

AFG COMPANIES, INC.
VS.
GENUINE LIFETIME, LLC, ET AL

TO: GENUINE LIFETIME LLC

B/S REG AGT-COMPANY AGENT LLC 125 S KING ST STE 2A PO BOX 1045 JACKSON, WY
83001-

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 17th District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

AFG COMPANIES INC

Filed in said Court on April 30th, 2024 Against
GENUINE LIFETIME LLC, TYLER J LUCK

For suit, said suit being numbered 017-352358-24 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION a copy of which accompanies this citation.

MARK L HILL

Attorney for AFG COMPANIES INC Phone No. (214)472-2100
Address 2600 NETWORK BLVD STE 400 FRISCO, TX 75034

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 2nd day of May, 2024.

By Natalie J. Higpen Deputy
NATALIE J. HIGPEN

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *01735235824000005*

Received this Citation on the _____ day of _____, ____ at ____ o'clock ____ M; and executed at _____ within the county of _____, State of _____ at ____ o'clock ____ M on the _____ day of _____, ____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this ____ day of _____,

to certify which witness my hand and seal of office

(Seal)

County of _____, State of _____

CITATION

Cause No. 017-352358-24

PageID 457

AFG COMPANIES, INC.

Page 44 of 75

AL

VS.

GENUINE LIFETIME, LLC, ET
AL

ISSUED

This 2nd day of May, 2024

21-1
21/25
MARK L HILL
Attorney for: AFG COMPANIES INC
Phone No. (214)472-2100
ADDRESS: 2600 NETWORK BLVD STE 400
FORT WORTH TX 76196-0402

By NATALIE THIGPEN Deputy

FRISCO, TX 75034

CIVIL LAW



* 73523582400005*
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL

EXHIBIT H

THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 017-352358-24

AFG COMPANIES, INC.
VS.
GENUINE LIFETIME, LLC, ET AL

TO: TYLER J LUCK

145 E SNOW KING JACKSON, WY 83001-

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 17th District Court ,100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

AFG COMPANIES INC

Filed in said Court on April 30th, 2024 Against
GENUINE LIFETIME LLC, TYLER J LUCK

For suit, said suit being numbered 017-352358-24 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION a copy of which accompanies this citation.

MARK L HILL

Attorney for AFG COMPANIES INC Phone No. (214)472-2100
Address 2600 NETWORK BLVD STE 400 FRISCO, TX 75034

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 2nd day of May, 2024.

By Natalie Thigpen Deputy
NATALIE THIGPEN

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *01735235824000006*

Received this Citation on the _____ day of _____, ____ at ____ o'clock ____ M; and executed at _____ within the county of _____, State of _____ at ____ o'clock ____ M on the _____ day of _____, ____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION , having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this ____ day of _____,

to certify which witness my hand and seal of office

(Seal)

County of _____, State of _____

CITATION

Cause No. 017-352358-24

PageID 460

AFG COMPANIES, INC.

VS.

Page 47 of 75

AL

GENUINE LIFETIME, LLC, ET AL

ISSUED

This 2nd day of May, 2024

21-1
MARK L HILL
Attorney for: AFG COMPANIES INC
Phone No. (214)472-2100
ADDRESS: 2600 NETWORK BLVD STE 400
FORT WORTH TX 76196-0402

By NATALIE THIGPEN Deputy

21-1
MARK L HILL
Attorney for: AFG COMPANIES INC
Phone No. (214)472-2100
ADDRESS: 2600 NETWORK BLVD STE 400
FORT WORTH TX 76196-0402

FRISCO, TX 75034

CIVIL LAW



* 21-735235824000006*
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL

EXHIBIT I

CAUSE NO. 017-352358-24**AFG COMPANIES, INC.,**

§

IN THE DISTRICT COURT*Plaintiff,*

§

vs.

§

17TH JUDICIAL DISTRICT**GENUINE LIFETIME, LLC, and**
TYLER J. LUCK,§
§
§
§*Defendants.*

§

TARRANT COUNTY, TEXAS**RETURN OF SERVICE**

Came to my hand on Thursday, May 2, 2024 at 9:59 AM,
 Executed at: 125 S KING STREET, STE 2A, JACKSON, WY 83001
 at 12:30 PM, on Thursday, May 2, 2024, by delivering to the within named:

GENUINE LIFETIME, LLC

Care of its **Registered Agent, COMPANY AGENT, LLC**
 by personally delivering to **Authorized Employee, CHAD MARLOW**
 a true copy of this

CITATION and PLAINTIFF'S ORIGINAL PETITION

BEFORE ME, the undersigned authority, on this day personally appeared SHELLEY WILSON who after being duly sworn on oath states: "My name is SHELLEY WILSON. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Wyoming. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

By: 
SHELLEY WILSON - Process Server of Wyoming
 served@specialdelivery.com

Subscribed and Sworn to by SHELLEY WILSON, Before Me, the undersigned authority, on this
13th day of May, 2024.

JEFFREY CARLYLE
 NOTARY PUBLIC
 STATE OF WY. COUNTY OF TETON
 COMMISSION EXP 2/23/20


 Notary Public in and for the State of Wyoming

THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 017-352358-24

AFG COMPANIES, INC.
VS.
GENUINE LIFETIME, LLC, ET AL

TO: GENUINE LIFETIME LLC

B/S REG AGT-COMPANY AGENT LLC 125 S KING ST STE 2A PO BOX 1045 JACKSON, WY
83001-

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 17th District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

AFG COMPANIES INC

Filed in said Court on April 30th, 2024 Against
GENUINE LIFETIME LLC, TYLER J LUCK

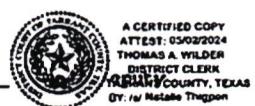
For suit, said suit being numbered 017-352358-24 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION a copy of which accompanies this citation.

MARK L HILL

Attorney for AFG COMPANIES INC Phone No. (214)472-2100
Address 2600 NETWORK BLVD STE 400 FRISCO, TX 75034

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 2nd day of May, 2024.

By Natalie Thigpen
NATALIE THIGPEN



NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM, on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *01735235824000005*

Received this Citation on the _____ day of _____, _____ at _____ o'clock _____ M; and executed at _____ within the county of _____, State of _____ at _____ o'clock _____ M on the _____ day of _____, _____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy _____

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____ to certify which witness my hand and seal of office

(Seal)

County of _____ State of _____ PROOF / AFFIDAVIT

RETURN / ATTACHED

CITATION

Cause No. 017-3523358-24

AFG COMPANIES, INC.

VS.

**GENUINE LIFETIME, LLC, ET
AL**

ISSUED

This 2nd day of May, 2024

Thomas A. Wilder
Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By NATALIE THIGPEN Deputy

MARK L HILL
Attorney for: AFG COMPANIES INC
Phone No. (214)472-2100
ADDRESS: 2600 NETWORK BLVD STE 400

FRISCO, TX 75034

CIVIL LAW



01735235824000005
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL

EXHIBIT J

CAUSE NO. 017-352358-24

AFG COMPANIES, INC..	§	IN THE DISTRICT COURT
ex. <i>Plaintiff</i>	§	17TH JUDICIAL DISTRICT
GENUINE LIFETIME, LLC, and TYLER J. LUCK,	§	
<i>Defendants</i>	§	TARRANT COUNTY, TEXAS

RETURN OF SERVICE

Came to my hand on Thursday, May 2, 2024 at 9:59 AM,
Executed at: 145 E SNOW KING, JACKSON, WY 83001
at 2:30 PM, on Wednesday, May 15, 2024.
by individually and personally delivering to the within named:

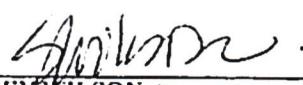
TYLER J. LUCK

a true copy of this

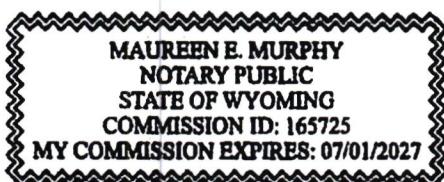
CITATION and PLAINTIFF'S ORIGINAL PETITION

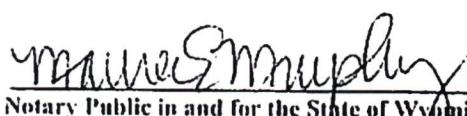
BEFORE ME, the undersigned authority, on this day personally appeared SHELLEY WILSON who after being duly sworn on oath states: "My name is SHELLEY WILSON. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Wyoming. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

By:


SHELLEY WILSON- Process Server of Wyoming
 served@specialdelivery.com

Subscribed and Sworn to by SHELLEY WILSON, Before Me, the undersigned authority,
on this 17th day of May, 2024.




 Notary Public in and for the State of Wyoming

THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 017-352358-24

AFG COMPANIES, INC.
VS.
GENUINE LIFETIME, LLC, ET AL

TO: TYLER J LUCK

145 E SNOW KING JACKSON, WY 83001-

You said DEFENDANTS are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 17th District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

AFG COMPANIES INC

Filed in said Court on April 30th, 2024 Against
GENUINE LIFETIME LLC, TYLER J LUCK

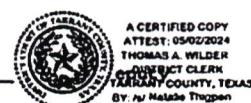
For suit, said suit being numbered 017-352358-24 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION a copy of which accompanies this citation.

MARK L HILL

Attorney for AFG COMPANIES INC Phone No. (214)472-2100
Address 2600 NETWORK BLVD STE 400 FRISCO, TX 75034

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 2nd day of May, 2024.

By Natalie Trigpen
NATALIE TRIGPEN



NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM, on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *01735235824000006*

Received this Citation on the _____ day of _____, _____ at _____ o'clock _____ M; and executed at _____ within the county of _____, State of _____ at _____ o'clock _____ M on the _____ day of _____, _____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____,

to certify which witness my hand and seal of office

(Seal)

RETURN / AFFIDAVIT _____, state of _____

PROOF / ATTACHED

CITATION

Cause No. 017-352358-24

AFG COMPANIES, INC.

VS.

**GENUINE LIFETIME, LLC, ET
AL**

ISSUED

This 2nd day of May, 2024

Thomas A. Wilder

Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By **NATALIE THIGPEN** Deputy

MARK L HILL
Attorney for: AFG COMPANIES INC
Phone No. (214)472-2100
ADDRESS: 2600 NETWORK BLVD STE 400

FRISCO, TX 75034

CIVIL LAW



01735235824000006
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL



**PROOF / ATTACHED
RETURN / AFFIDAVIT**

EXHIBIT K

CAUSE NO. 017-352358-24

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

**DEFENDANT GENUINE LIFETIME, LLC'S
ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF THE COURT:

Defendant Genuine Lifetime, LLC (hereinafter "Genuine Lifetime") files its *Original Answer* in response to Plaintiff's Original Petition. In support thereof, Genuine Lifetime would show the Court the following:

I.
GENERAL DENIAL

1.01 Pursuant to Rule 92 of the TEXAS RULES OF CIVIL PROCEDURE, Genuine Lifetime exercises its rights under the law whereby it may file a general denial and require Plaintiff to prove its causes of action by a preponderance of the evidence. Genuine Lifetime therefore denies generally each and every, all and singular, of the material allegations contained in Plaintiff's Original Petition, and all subsequent petitions, and inasmuch as said allegations are questions of fact, Genuine Lifetime demands strict proof thereof by a preponderance of the evidence, if Plaintiff can do so. Genuine Lifetime requires Plaintiff to prove its causes of action to a fair and impartial trier of fact, if it can do so.

II.
ADDITIONAL MATTERS

2.01 Without assuming any burden of proof the law places upon the parties in this lawsuit bringing claims against it, and reserving all rights to amend or supplement as this action proceeds, Genuine Lifetime alleges the following additional and affirmative defenses.

2.02 Genuine Lifetime asserts it is not liable to Plaintiff because the Loan Agreement and other agreements described in Plaintiff's Original Petition were the product of fraud.

2.03 Genuine Lifetime asserts that its performance is excused because performance was impossible or impracticable.

2.04 Genuine Lifetime asserts it was discharged from performance under the Loan Agreement because the Plaintiff materially breached the agreement's terms.

2.05 Genuine Lifetime asserts that it is not liable to Plaintiff because enforcement of the agreement would be unconscionable.

2.06 Genuine Lifetime is not liable to Plaintiff because the Loan Agreement and other agreements described in Plaintiff's Original Petition are void as against public policy.

2.07 Genuine Lifetime alleges that Plaintiff failed to mitigate its damages.

2.08 Genuine Lifetime asserts the defenses of contribution and comparative fault set forth in Chapters 32 and 33 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.

2.09 Genuine Lifetime affirmatively pleads that Plaintiff's claims are barred by the Economic Loss Doctrine.

2.10 Genuine Lifetime would show that it is entitled to a credit or offset for all monies or consideration paid to Plaintiff by virtue of any type of form of settlement agreement, if any, entered into by and between the Parties and any party herein, or any other person or entity not a party to this litigation. Furthermore, Genuine Lifetime would assert the affirmative defenses of

offset, credit, payment, release and accord and satisfaction as provided in Rule 94 of the TEXAS RULES OF CIVIL PROCEDURE and Chapter 33.012 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.

2.11 Genuine Lifetime denies that all conditions precedent to Plaintiff's right to recovery have occurred.

2.12 Genuine Lifetime affirmatively pleads waiver.

2.13 Genuine Lifetime affirmatively pleads estoppel.

2.14 Plaintiff's claims are barred, in whole or in part, by its ratification.

2.15 Genuine Lifetime reserves the right to amend, supplement, and add additional affirmative defenses.

III.
RULE 193.7 NOTICE

4.01 Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Genuine Lifetime hereby gives notice to all parties that it intends to use all documents produced in response to written discovery in any pre-trial hearing and at trial.

RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, Genuine Lifetime, LLC respectfully requests that, upon final hearing herein, Plaintiff recover nothing from Genuine Lifetime, Genuine Lifetime shall have judgment in its favor, and that all costs be taxed against Plaintiff; and for such other and further relief, at law or in equity, to which Genuine Lifetime may be justly entitled.

Respectfully submitted,

McCATHERN, PLLC

By: /s/ Levi G. McCathern
Levi G. McCathern
State Bar No. 00787990
lmccathern@mccathernlaw.com
Shane Eghbal
State Bar No. 24101723
seghbal@mccathernlaw.com
Asher K. Miller
State Bar No. 24131512
amiller@mccathernlaw.com

Regency Plaza
3710 Rawlins Street, Suite 1600
Dallas, TX 75219
(214) 741-2662 Telephone
(214) 741-4717 Facsimile

**ATTORNEYS FOR DEFENDANT
GENUINE LIFETIME, LLC**

CERTIFICATE OF SERVICE

The undersigned certifies that on May 28, 2024, before 10:00 a.m., a true and correct copy of the above and foregoing document was served upon the parties in accordance with the Texas Rules of Civil Procedure.

/s/ Levi G. McCathern
Levi G. McCathern

Automated Certificate of eService

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

Tiffany Gonzalez on behalf of Levi McCathern

Bar No. 00787990

tgonzalez@mccathernlaw.com

Envelope ID: 88154753

Filing Code Description: Answer/Response

Filing Description: Defendant Genuine Lifetime, LLC's Original Answer

Status as of 5/28/2024 10:31 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Melissa Diaz		melissa.diaz@solidcounsel.com	5/28/2024 9:58:30 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	5/28/2024 9:58:30 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	5/28/2024 9:58:30 AM	SENT

EXHIBIT L

CAUSE NO. 017-352358-24

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

DEFENDANT TYLER J. LUCK'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF THE COURT:

Defendant Tyler J. Luck ("Defendant Luck") files his Original Answer in response to Plaintiff's Original Petition. In support thereof, Defendant Luck would show the Court the following:

I.
GENERAL DENIAL

1.01 Pursuant to Rule 92 of the TEXAS RULES OF CIVIL PROCEDURE, Defendant Luck exercises his rights under the law whereby he may file a general denial and require Plaintiff to prove its causes of action by a preponderance of the evidence. Defendant Luck therefore denies generally each and every, all and singular, of the material allegations contained in Plaintiff's Original Petition, and all subsequent petitions, and inasmuch as said allegations are questions of fact, Defendant Luck demands strict proof thereof by a preponderance of the evidence, if Plaintiff can do so. Defendant Luck requires Plaintiff to prove its causes of action to a fair and impartial trier of fact, if it can do so.

II.
RULE 193.7 NOTICE

2.01 Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Defendant Luck hereby gives notice to all parties that he intends to use all documents produced in response to written discovery in any pre-trial hearing and at trial.

RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, Defendant Tyler J. Luck respectfully requests that, upon final hearing herein, Plaintiff recover nothing from him; that he shall have judgment in his favor; that all costs be taxed against Plaintiff; and for such other and further relief, at law or in equity, to which he may be justly entitled.

Respectfully submitted,

/s/ Levi McCathern
Levi G. McCathern
State Bar No. 00787990
lmccathern@mccathernlaw.com

Shane Eghbal
State Bar No. 24101723
seghbal@mccathernlaw.com

Asher K. Miller
State Bar No. 24131512
amiller@mccathernlaw.com

MCCATHERN PLLC
3710 Rawlins St., Suite 1600
Dallas, TX 75219
214-741-2662 Telephone
214-741-4717 Facsimile

ATTORNEYS FOR DEFENDANT
GENUINE LIFETIME, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of *Defendant Tyler J. Luck's Original Answer* was e-served on all counsel of record in accordance with the Texas Rules of Civil Procedure.

/s/ Levi McCathern
Levi G. McCathern, II

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Elizabeth Criswell on behalf of Levi McCathern

Bar No. 00787990

ecriswell@mccathernlaw.com

Envelope ID: 88778189

Filing Code Description: Answer/Response

Filing Description: Defendant Tyler J. Luck's Original Answer

Status as of 6/13/2024 2:15 PM CST

Associated Case Party: THEGENUINE LIFETIME LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Elizabeth Criswell		ecriswell@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
Tifffany Gonzalez		tgonzalez@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT
Levi McCathern		lmccathern@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Melissa Diaz		melissa.diaz@solidcounsel.com	6/13/2024 2:09:07 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	6/13/2024 2:09:07 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	6/13/2024 2:09:07 PM	SENT

Associated Case Party: TYLERJLUCK

Name	BarNumber	Email	TimestampSubmitted	Status
Crystal Dabdub		cdabdub@mccathernlaw.com	6/13/2024 2:09:07 PM	SENT

EXHIBIT M

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

VS.

TARRANT COUNTY, TEXAS

GENUINE LIFETIME, LLC, ET AL

17TH JUDICIAL DISTRICT

ORDER SETTING TRIAL

The Court hereby enters the following trial setting and other pretrial deadlines. All deadlines not contained in this Order shall be governed by the Texas Rules of Civil Procedure and Tarrant County Local Rules. If all parties/attorneys desire a different trial setting, an agreed scheduling order with the new trial date contained therein shall be submitted to the Court within fourteen days.

June 28, 2024

An Agreed Scheduling Order shall be submitted by this date.

April 11, 2025**by noon**

Each party shall file with the clerk of the court an exhibit list, witness list, motions in limine, and a proposed charge of the court or proposed findings of fact/conclusions of law. A courtesy copy of the proposed charge should also be sent in Word format via e-mail to pjmaples@tarrantcountytexas.gov

April 24, 2025**at 2:30 p.m.**

The Court will conduct a pretrial hearing on this date and time with the parties.

April 28, 2025

This case is set for trial during the week of April 28, 2025.

Signed on this 14th day of June, 2024.



Melody Wilkinson, Judge Presiding

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Envelope ID: 88804170

Filing Code Description: No Fee Documents

Filing Description: ***Order Setting Trial***

Status as of 6/14/2024 9:15 AM CST

Associated Case Party: THEGENUINE LIFETIME LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Levi McCathern		lmcathern@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT

Associated Case Party: TYLERJLUCK

Name	BarNumber	Email	TimestampSubmitted	Status
Levi McCathern		lmcathern@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	6/14/2024 8:54:06 AM	SENT

Case Contacts

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Filing Code Description: No Fee Documents

Filing Description: ***Order Setting Trial***

Status as of 6/14/2024 9:15 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Melissa Diaz		melissa.diaz@solidcounsel.com	6/14/2024 8:54:06 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	6/14/2024 8:54:06 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	6/14/2024 8:54:06 AM	SENT



EXHIBIT N



June 20, 2024

Mark L. Hill, Partner

Tel. (214) 472-2126
Fax (214) 472-2150
mark.hill@solidcounsel.com

Via E-File/E-Service

Ms. Pamela Maples, Court Coordinator
17th District Court, Tarrant County
Tom Vandergriff Civil Courts Building
3rd Floor
100 North Calhoun Street
Fort Worth, Texas 76196

Re: **Cause No. 017-352358-24; AFG Companies, Inc., Plaintiff, v. Genuine Lifetime, LLC, and Tyler J. Luck, Defendants**, in the 17th District Court of Tarrant County, Texas
Vacation Letter – Mark L. Hill

Dear Ms. Maples,

Please be advised that I will be on vacation the following dates:

June 28 – July 3;

July 9 – July 16; and

July 24 – July 29.

Please do not schedule any hearings, other court proceedings, or other matters that would require a response in the above matter during the referenced time period.

We appreciate your assistance in this matter. If you have any questions, please do not hesitate to contact our office.

June 20, 2024
Page 2

Respectfully,

/s/ Mark L. Hill

Mark L. Hill
State Bar No. 24034868
mark.hill@solidcounsel.com

MLH/bfb
cc: All counsel of record, *via EServe*

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Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

barbara.blaylock@solidcounsel.com

Envelope ID: 89000488

Filing Code Description: No Fee Documents

Filing Description: 2024.06.20 - Vacation Letter- Hill (AFG-Genuine Lifetime)

Status as of 6/20/2024 11:35 AM CST

Associated Case Party: THEGENUINE LIFETIME LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Levi McCathern		lmccathern@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT

Associated Case Party: TYLERJLUCK

Name	BarNumber	Email	TimestampSubmitted	Status
Levi McCathern		lmccathern@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	6/20/2024 11:12:30 AM	SENT

Case Contacts

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Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

barbara.blaylock@solidcounsel.com

Envelope ID: 89000488

Filing Code Description: No Fee Documents

Filing Description: 2024.06.20 - Vacation Letter- Hill (AFG-Genuine Lifetime)

Status as of 6/20/2024 11:35 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Mark Hill		mark.hill@solidcounsel.com	6/20/2024 11:12:30 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	6/20/2024 11:12:30 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	6/20/2024 11:12:30 AM	SENT

EXHIBIT O

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the ERA and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Envelope ID: 94187183

Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT P

CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Envelope ID: 94187183

Filing Code Description: Motion (No Fee)

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT Q

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
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McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
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Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT R

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant”), files this **Notice of Appeal** pursuant to the Texas Rules of Appellate Procedure. Movant appeals this Court’s failure to rule on his **Motion to Intervene**, filed on November 11, 2024 (attached hereto as Exhibit A). Movant asserts that at this juncture and following related questions to Court staff since filing of the motion, the Court’s failure to set a hearing and/or issue a ruling on his Motion to Intervene constitutes a de facto denial of the motion and since, has significantly and severely prejudiced Movant’s rights and interests, has subjected Movant to a continuation of retaliatory conducts on the part of AFG and it’s counsel Scheef and Stone, LLP, exacerbating Movant’s financial and other damages.

I. BASIS FOR APPEAL

1. Movant filed a Motion to Intervene in this action on November 11, 2024, seeking leave of the Court to protect his rights and substantial interest in the claims and defenses at issue and to bring additional related claims to breach of contract and other claims already at issue.

2. Despite the passage of nearly two months, this Court has not issued a ruling on Movant's Motion to Intervene. This inaction has effectively denied Movant's right to participate in the litigation, exacerbating his damages, and depriving him of due process and the opportunity to assert his claims and defenses.

3. Under Texas law, a denial of a Motion to Intervene is a final and appealable order. Movant contends that the lack of a ruling is equivalent to a denial, justifying appellate review.

4. Movant intends to seek appellate review of this Court's failure to rule on his Motion to Intervene and he reserves all rights, particularly the right to amend this appeal if and when the Court schedules a hearing and/or issues a ruling on his Motion to Intervene.

II. PROTECTIVE FILING

5. This Notice of Appeal is filed protectively to preserve Movant's rights and to ensure that any appealable issues are not waived by inaction.

6. Movant acknowledges that the appellate process may remain pending until the resolution of the underlying case involving the existing parties, and Movant agrees to comply with all procedural requirements to facilitate appellate review.

III. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully provides notice of his intent to appeal to the appropriate appellate court. Movant seeks appellate review of this Court's failure to rule on his Motion to Intervene and any related matters, and requests all relief to which he may be entitled:

Respectfully submitted,

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

IV. EXHIBITS

EXHIBIT A

A Copy of Movant's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

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

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Envelope ID: 94187183

Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Asher K.Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

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Envelope ID: 95870923

Filing Code Description: Notice of Appeal
Filing Description: Movant's Notice of Appeal
Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

EXHIBIT S

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Movant’s Notice of Appeal* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	01/06/2025 10:15:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/06/2025 10:15:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

Automated Certificate of eService

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Envelope ID: 95870923

Filing Code Description: Notice of Appeal
Filing Description: Movant's Notice of Appeal
Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

EXHIBIT T

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**MOTION FOR EXPEDITED HEARING, REQUEST FOR REMOTE HEARING,
MOTION TO INTERVENE, MOTION TO CONSOLIDATE RELATED CASES, AND
MOTION TO STAY PENDING CONSOLIDATION**

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant,” “Intervenor” or “Fitzpatrick”), and files this *Motion to Consolidate Related Cases* pursuant to Rule 174(a) of the Texas Rules of Civil Procedure. Fitzpatrick respectfully requests that this Court: (1) grant an expedited hearing on his Motion to Consolidate Related Cases; and (2) consolidate the present case, *AFG Companies, Inc. v. Genuine Lifetime, LLC, and Tyler Luck*, Cause No. 017-352358-24 (pending in the 17th Judicial District Court of Tarrant County, Texas), with the related case, *AFG Companies, Inc. v. Maurice Fitzpatrick*, Cause No. 24-11876-442 (brought by AFG in the 442nd Judicial District Court of Denton County, Texas). In light of the ongoing Denton County filings described further herein, Fitzpatrick also requests an expedited remote hearing via Zoom or other

electronic means and an interim order staying the effect of the Denton County filings until this Court rules on Fitzpatrick's motions. In support of these motions, Fitzpatrick shows the Court as follows:

I. INTRODUCTION

1. This motion seeks to consolidate the above-captioned case pending in this Court with the related case brought by AFG Companies, Inc. (AFG) against Fitzpatrick in Denton County while Fitzpatrick's *Motion to Intervene* was pending in this Court. Both actions involve overlapping facts, parties, and legal issues, and consolidation is necessary to promote judicial efficiency, avoid conflicting rulings, and protect the rights of all parties.
2. The related case filed in Denton County involves a Special Appearance by Fitzpatrick challenging jurisdiction and venue. However, the claims in that case, including alleged breach of contract, are integrally related to the Tarrant County litigation, where Fitzpatrick has already sought to intervene and assert his interests. Fitzpatrick's *Notice of Appeal* (attached as Exhibit A) and *Motion to Intervene* (attached as Exhibit B) demonstrate the overlap and necessity for consolidation.

II. FACTUAL BACKGROUND

3. The Tarrant County case (Cause No. 017-352358-24) involves allegations arising from business dealings between AFG Companies, Inc. and other related entities, including Genuine Lifetime, LLC, and Tyler Luck. Movant has sought intervention in this case to address existing

breach of contract and bring related claims, including wrongful termination, fraud, and breach of contract by AFG.

4. The Denton County case (Cause No. 24-11876-442) was initiated by AFG and its attorneys during the pendency of the Tarrant County proceedings. That case improperly seeks a Temporary Restraining Order (TRO) and outrageous monetary relief of \$1,000,000.00 against Fitzpatrick (for, ironically, refusing to carry out AFG's frauds and schemes) based on the same nucleus of facts, business dealings, and agreements that are central to the Tarrant County litigation.

5. Fitzpatrick contends that the improper, retaliatory, ambush-style Denton County filing constitutes forum shopping and an abuse of process intended to gain a tactical advantage while avoiding the scrutiny of this Court in Tarrant County, where the primary litigation is pending. *Fitzpatrick's Special Appearance*, challenging jurisdiction and venue in Denton County (attached as Exhibit C), outlines these issues, the harassment, retaliation, severe prejudice, and actual harm Fitzpatrick actively experiences.

III. COMMON ISSUES OF LAW AND FACT

6. The Tarrant County and Denton County cases involve the same parties, overlapping claims and facts, business combination, agreements, and business dealings including but not limited to:

- a. The Exclusive Reseller Agreement (ERA) between AFG, Brand Engagement Network, Inc., Genuine Lifetime, LLC, Tyler J. Luck, and other related parties. The ERA, business combination, and other alleged business agreements and

dealings is central to the allegations in both cases, as outlined in Fitzpatrick's *Motion to Intervene* (attached as Exhibit B) and the AFG Denton County filings (attached as Exhibit D)

- b. Alleged breaches of one or more agreements and related business practices of AFG, Brand Engagement Network, Inc., Genuine Lifetime LLC, Tyler Luck, and others.
- c. Fitzpatrick's employment with AFG, which he contends was induced under fraudulent and false pretenses, his subsequent wrongful and retaliatory termination, and related claims of harm and damages arising from these actions.
- d. Allegations by AFG against Fitzpatrick in the Denton County case that are substantially intertwined with the business dealings and breaches of contract already under scrutiny in the Tarrant County case.
- e. Both cases rely on the same evidence, witnesses, and contracts, including employment records, alleged agreements, and correspondence between the parties.

7. The overlapping legal and factual issues are evident in the pleadings from both cases, including Fitzpatrick's Special Appearance (Exhibit C) and the AFG Denton County Complaint and TRO filings (Exhibit D).

IV. LEGAL STANDARD FOR CONSOLIDATION

8. Texas Rule of Civil Procedure 174(a) provides that a court may order consolidation of actions involving common questions of law or fact to avoid unnecessary costs or delay.

9. Texas courts favor consolidation when it prevents duplication of efforts, promotes judicial efficiency, and avoids inconsistent rulings, as long as no party is unfairly prejudiced.

10. Consolidation is particularly appropriate here (in Tarrant County) because:

- a. Both cases arise from the same set of operative facts, business combination, agreements, and business dealings.
- b. Fitzpatrick's defenses and claims in the Denton County case are inextricably tied to the same set of operative facts, business combination, agreements, and business dealings at issue in the Tarrant County litigation.
- c. Consolidation will prevent duplicative discovery, motions, and hearings.

V. RELIEF REQUESTED

11. Fitzpatrick requests that this Court issue an order consolidating the Denton County case, *AFG Companies, Inc. v. Maurice Fitzpatrick*, Cause No. 24-11876-442, into this Court as part of *AFG Companies, Inc. v. Genuine Lifetime, LLC, and Tyler Luck*, Cause No. 017-352358-24.

12. Alternatively, Fitzpatrick requests that this Court coordinate with the 442nd Judicial District Court of Denton County to ensure that all related matters are adjudicated in a single forum, Tarrant County, to avoid inconsistent rulings and duplication of effort.

13. To substantiate this Motion, Fitzpatrick attaches the following exhibits:

- a. Exhibit A: **Notice of Appeal** (filed by Fitzpatrick in Tarrant County).
- b. Exhibit B: **Motion to Intervene** (filed by Fitzpatrick in Tarrant County).
- c. Exhibit C: **Fitzpatrick's Special Appearance** (filed by Fitzpatrick in Denton County).

d. Exhibit D: **AFG Denton County filings** (filed by AFG in Denton County).

VI. GROUNDS FOR RELIEF

Request for Expedited Hearing

14. An expedited hearing is necessary to prevent further prejudice to Fitzpatrick and avoid conflicting rulings between the Tarrant County and Denton County courts. Consolidating the cases promptly is essential to judicial efficiency and fairness.

Request for Remote (Zoom) Hearing

15. Fitzpatrick respectfully requests that the Court conduct the hearing remotely via Zoom or another electronic platform to facilitate a timely resolution and accommodate the schedules of all parties and counsel. Remote hearings are permitted under the Texas Rules of Civil Procedure and ensure accessibility for all participants.

Request for Interim Stay of Denton County Filings

16. Fitzpatrick further requests that this Court issue an interim order staying any effect of the filings in the Denton County case, including any Temporary Restraining Order or other relief granted there, until the Court rules on the Motion to Consolidate. This stay is necessary to preserve the status quo and prevent irreparable harm and further prejudice to Fitzpatrick.

a. Texas courts have inherent authority to issue stays to prevent prejudice and preserve judicial resources. Consolidating these cases will prevent duplicative litigation and ensure all claims are adjudicated in a single forum.

VII. PRAYER FOR RELIEF

WHEREFORE, Maurice Fitzpatrick respectfully requests that this Court:

1. Issue an order granting Fitzpatrick's *Motion to Intervene* filed in this Court in November 2024, attached hereto as Exhibit B.
2. Grant an expedited hearing on Fitzpatrick's *Motion to Consolidate Related Cases*, to be set at the earliest possible date.
3. Allow the hearing to be conducted remotely via Zoom or another electronic platform.
4. Issue an Interim Order staying any effect of filings, proceedings, or actions in the Denton County case, Cause No. 24-11876-442, pending resolution of Fitzpatrick's *Motion to Intervene* and this *Motion to Consolidate Related Cases*.
5. Issue a subsequent order, following hearing, fully consolidating the Denton County case, Cause No. 24-11876-442, into this Court as part of Cause No. 017-352358-24.
6. Further stay all proceedings in the Denton County case pending resolution of Fitzpatrick's *Motion to Intervene* and this *Motion to Consolidate Related Cases* ensuring complete and full case transmittal to Tarrant County.
7. Provide such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Maurice Fitzpatrick

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VIII. EXHIBITS

EXHIBIT A

A copy of Fitzpatrick's **Notice of Appeal** filed in Tarrant County on January 6, 2025.

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant”), files this **Notice of Appeal** pursuant to the Texas Rules of Appellate Procedure. Movant appeals this Court’s failure to rule on his **Motion to Intervene**, filed on November 11, 2024 (attached hereto as Exhibit A). Movant asserts that at this juncture and following related questions to Court staff since filing of the motion, the Court’s failure to set a hearing and/or issue a ruling on his Motion to Intervene constitutes a de facto denial of the motion and since, has significantly and severely prejudiced Movant’s rights and interests, has subjected Movant to a continuation of retaliatory conducts on the part of AFG and it’s counsel Scheef and Stone, LLP, exacerbating Movant’s financial and other damages.

I. BASIS FOR APPEAL

1. Movant filed a Motion to Intervene in this action on November 11, 2024, seeking leave of the Court to protect his rights and substantial interest in the claims and defenses at issue and to bring additional related claims to breach of contract and other claims already at issue.

2. Despite the passage of nearly two months, this Court has not issued a ruling on Movant's Motion to Intervene. This inaction has effectively denied Movant's right to participate in the litigation, exacerbating his damages, and depriving him of due process and the opportunity to assert his claims and defenses.

3. Under Texas law, a denial of a Motion to Intervene is a final and appealable order. Movant contends that the lack of a ruling is equivalent to a denial, justifying appellate review.

4. Movant intends to seek appellate review of this Court's failure to rule on his Motion to Intervene and he reserves all rights, particularly the right to amend this appeal if and when the Court schedules a hearing and/or issues a ruling on his Motion to Intervene.

II. PROTECTIVE FILING

5. This Notice of Appeal is filed protectively to preserve Movant's rights and to ensure that any appealable issues are not waived by inaction.

6. Movant acknowledges that the appellate process may remain pending until the resolution of the underlying case involving the existing parties, and Movant agrees to comply with all procedural requirements to facilitate appellate review.

III. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully provides notice of his intent to appeal to the appropriate appellate court. Movant seeks appellate review of this Court's failure to rule on his Motion to Intervene and any related matters, and requests all relief to which he may be entitled:

Respectfully submitted,

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

IV. EXHIBITS

EXHIBIT A

A Copy of Movant's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

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

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Filing Description: Movant's Motion to Intervene

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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
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Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Filing Description: Movant's Notice of Appeal

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Case Contacts

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Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Movant’s Notice of Appeal* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
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Melissa Diaz		melissa.diaz@solidcounsel.com	01/06/2025 10:15:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/06/2025 10:15:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

EXHIBIT B

A copy of Fitzpatrick's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

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

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS



EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG,
dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the
Exclusive Reseller Agreement (ERA) between AFG and **Brand Engagement Network, Inc.**
(BEN).

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT C

A copy of Fitzpatrick's **Special Appearance** filed in Tarrant County on January 6, 2025.

CAUSE NO. 24-11876-442

AFG COMPANIES, INC., }
Plaintiff, }
v. }
MAURICE FITZPATRICK, }
Defendant. }
IN THE DISTRICT COURT
442nd JUDICIAL DISTRICT
DENTON COUNTY, TEXAS

**FITZPATRICK'S SPECIAL APPEARANCE TO
CHALLENGE JURISDICTION AND VENUE**

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW **Maurice Fitzpatrick** (hereinafter "Fitzpatrick"), in the above-captioned cause, filing this **Special Appearance** pursuant to Rule 120a of the Texas Rules of Civil Procedure to challenge this Court's jurisdiction and venue. In support of this **Special Appearance**, Fitzpatrick respectfully shows the Court and states under penalty of perjury as follows:

I. INTRODUCTION

1. This Special Appearance is filed solely to contest this Court's jurisdiction over Fitzpatrick and to object to venue in Denton County, Texas, as ongoing and related litigation exists in Tarrant County (Cause Number 017-352358-24), including Notice of Appeal.

2. By virtue of being previously served with one or more legal pleadings in an existing, related, and pending cause in Tarrant County (Cause Number 017-352358-24), Plaintiff and its counsel, Scheef and Stone, LLP, is not only fully aware of Fitzpatrick, but equally aware of the Tarrant County action where Fitzpatrick has a motion pending. Fitzpatrick's pending Tarrant County motion is attached hereto as Exhibit A. Fitzpatrick's subsequent Notice of Appeal, filed in Tarrant County, is attached hereto as Exhibit B.

3. Fitzpatrick contends that this apparent action against him in Denton County is purely an ambush by Plaintiff and their attorney(s) of record, Scheef and Stone, LLP, involving an egregious abuse of process and malicious prosecution that involves defamatory, frivolous, and overwhelmingly false and exaggerated oral and written *ex parte* communications in Denton County that Fitzpatrick was not noticed, was not present for, privy to, nor has Fitzpatrick been properly served in accordance with Texas Rules of Civil Procedure.

4. Upon information and belief, this recent *ex parte* and forum-shopping strategy of Plaintiff and their attorney(s) of record, Scheef and Stone, LLP, outside of Tarrant County where related litigation is ongoing, is intended to gain a seemingly favorable outcome against Fitzpatrick to not only silence his free speech in matters of public importance, but to intimidate Fitzpatrick, retaliate against him, and dissuade him from bringing facts and evidence of Plaintiff's corrupt and illegal business practices to the Court in Tarrant County where litigation is ongoing and related. Furthermore, upon information and belief, the foregoing is additionally intended to

prevent and/or impair Fitzpatrick's ability from bringing his own claims for relief seeking damages resultant of Plaintiff's conduct, their corrupt and illegal business practices which are presently and have been at issue in the Tarrant County case.

5. This Court (Denton County) lacks jurisdiction over Fitzpatrick and should dismiss this case, with prejudice, for want of jurisdiction.

6. The Plaintiff's service of process is improper, defective, and in violation of Texas state law and federal law.

7. The Plaintiff's extra-curricular activities, that include misrepresentations in *ex parte* communications, by and through counsel of record, for and on behalf of Plaintiff, constitutes a fraud being perpetrated upon the court and there is no substantial connection between Fitzpatrick and Denton County, Texas, either residentially, through the conduct of business, or otherwise. Fitzpatrick's only connection to Denton County is this present ambush and forum shopping activities of Plaintiff (and their attorneys of Scheef and Stone, LLP).

II. OBJECTION TO JURISDICTION AND VENUE

No Substantial Connection to Denton County

8. During Fitzpatrick's employment with Plaintiff in Tarrant County, until shortly following his wrongful and retaliatory termination in October 2024, Fitzpatrick resided in Tarrant County, Texas, and Fitzpatrick has no business operations, contracts, contacts, or any substantial connections to Denton County, Texas.

9. The alleged events and/or occurrences giving rise to Plaintiff's dispute occurred in Tarrant County, Texas, where related and ongoing litigation is pending in the 17th District Court

of Tarrant County of which Plaintiff and its counsel at Scheef and Stone, LLP are and have been fully aware since Fitzpatrick's (Movant's) Motion to Intervene filed in that Court on November 12, 2024.

Improper Service of Process

10. Plaintiff failed to properly serve Fitzpatrick with process in this matter as required by Texas Rule of Civil Procedure 106. The only notice Fitzpatrick received was via email from Plaintiff's counsel, without any prior notice, which does not satisfy procedural requirements. Fitzpatrick does not agree that Plaintiff has met procedural requirements to confer jurisdiction and venue upon this Court or sustain this action further, and the questionable methods Plaintiff and their counsel employed to obtain seemingly favorable decision is done outside the Court's jurisdiction and this matter (and/or its attempt) should be referred to the State Bar of Texas for investigation.

Forum Shopping

11. Plaintiff's initiation of this case in Denton County is a clear attempt at forum shopping to gain a tactical advantage and avoid or circumvent the Tarrant County court where related issues are already pending. Furthermore, this case in Denton County is a blatant attempt by Plaintiff and its counsel at Scheef and Stone, LLP to interfere with and obstruct the substantial Constitutional and legal rights and interests of Fitzpatrick and to isolate Fitzpatrick's related claims, facts, evidence, and information from the Tarrant County case where it is pending and proper, without his consent, because Fitzpatrick's claims, facts, evidence, and information strike

at the heart of the breach of contracts, business issues and other claims in the Tarrant County case having related parties.

Continued Intimidation and Harassment

12. The instant action is an attempt on the part of Plaintiff and its counsel Scheef and Stone, LLP, who are well aware of the ongoing litigation in the 17th District Court of Tarrant County, to intimidate Fitzpatrick into silence about a matter of public concern and a matter in which Fitzpatrick has suffered immeasurable damages up to and including homelessness as a direct and proximate cause of Plaintiff's fraudulent and illegal conduct, in violation of Texas' Anti-SLAPP Laws among other state and federal laws.

III. RELATED LITIGATION IN TARRANT COUNTY

13. On November 11, 2024, Fitzpatrick filed a **Motion to Intervene** in related litigation pending in Tarrant County, Texas, styled *AFG Companies, Inc. v. Genuine Lifetime, LLC and Tyler Luck*, Cause No. 017-352358-24.

14. Despite the passage of nearly two months, the Tarrant County court has not yet ruled on Fitzpatrick's (Movant's) Motion to Intervene, attached hereto as Exhibit A.

15. On January 6, 2025, Fitzpatrick filed a Notice of Appeal in the Tarrant County case to preserve his Constitutional, legal rights and interests due to the court's delay in ruling. A copy of that filing is attached hereto as Exhibit B.

IV. LEGAL STANDARD

16. Under Rule 120a of the Texas Rules of Civil Procedure, Fitzpatrick may (and he does so here) file this Special Appearance to object to the jurisdiction and/or venue of the court.

17. The Special Appearance must be the first filing of Fitzpatrick, and Fitzpatrick must assert that Fitzpatrick or his property is not amenable to process issued by the court.

18. Fitzpatrick hereby makes such Special Appearance by this first filing.

19. Fitzpatrick hereby makes the requisite assertion(s) by this filing that he or his property is not amenable to process issued by the Denton County court.

20. The court shall determine and sustain the Special Appearance based on the pleadings, affidavits, discovery results, and any oral testimony.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court:

1. Sustain this, Fitzpatrick's Special Appearance, and dismiss this case with prejudice for lack of jurisdiction and/or want of jurisdiction over Fitzpatrick in Denton County.
2. Alternatively, without waiver of this Special Appearance in Denton County, transfer this case in its entirety (to include all filings, documents, records, and complete written and audio recordings and transcripts of all hearings and *ex parte* communications) to Tarrant County, Texas, where related litigation (Cause No: 017-352358-24) is pending.
3. Grant Fitzpatrick such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Maurice Fitzpatrick

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Fitzpatrick's Motion to Intervene, filed in Tarrant County, November 12, 2024

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

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² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT B

Fitzpatrick's Notice of Appeal, filed in Tarrant County, January 6, 2025

CAUSE NO. 017-352358-24

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

NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant”), files this **Notice of Appeal** pursuant to the Texas Rules of Appellate Procedure. Movant appeals this Court’s failure to rule on his **Motion to Intervene**, filed on November 11, 2024 (attached hereto as Exhibit A). Movant asserts that at this juncture and following related questions to Court staff since filing of the motion, the Court’s failure to set a hearing and/or issue a ruling on his Motion to Intervene constitutes a de facto denial of the motion and since, has significantly and severely prejudiced Movant’s rights and interests, has subjected Movant to a continuation of retaliatory conducts on the part of AFG and it’s counsel Scheef and Stone, LLP, exacerbating Movant’s financial and other damages.

I. BASIS FOR APPEAL

1. Movant filed a Motion to Intervene in this action on November 11, 2024, seeking leave of the Court to protect his rights and substantial interest in the claims and defenses at issue and to bring additional related claims to breach of contract and other claims already at issue.

2. Despite the passage of nearly two months, this Court has not issued a ruling on Movant's Motion to Intervene. This inaction has effectively denied Movant's right to participate in the litigation, exacerbating his damages, and depriving him of due process and the opportunity to assert his claims and defenses.

3. Under Texas law, a denial of a Motion to Intervene is a final and appealable order. Movant contends that the lack of a ruling is equivalent to a denial, justifying appellate review.

4. Movant intends to seek appellate review of this Court's failure to rule on his Motion to Intervene and he reserves all rights, particularly the right to amend this appeal if and when the Court schedules a hearing and/or issues a ruling on his Motion to Intervene.

II. PROTECTIVE FILING

5. This Notice of Appeal is filed protectively to preserve Movant's rights and to ensure that any appealable issues are not waived by inaction.

6. Movant acknowledges that the appellate process may remain pending until the resolution of the underlying case involving the existing parties, and Movant agrees to comply with all procedural requirements to facilitate appellate review.

III. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully provides notice of his intent to appeal to the appropriate appellate court. Movant seeks appellate review of this Court's failure to rule on his Motion to Intervene and any related matters, and requests all relief to which he may be entitled:

Respectfully submitted,

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

IV. EXHIBITS

EXHIBIT A

A Copy of Movant's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

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

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

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employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

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5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

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7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Case Contacts

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CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Associated Case Party (Defendant): TYLER J. LUCK

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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
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Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Movant’s Notice of Appeal* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

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Name	Bar No.	Email	Submitted Timestamp	Status
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Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

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Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

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Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

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Steven Ovando		steven.ovando@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	01/06/2025 10:15:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/06/2025 10:15:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 95870923

Filing Code Description: Notice of Appeal

Filing Description: Movant's Notice of Appeal

Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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Celeste Salas		csalas@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

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Envelope ID: 95894196

Filing Code Description: Special Appearance

Filing Description: to Challenging Jurisdiction and Venue (Fitzpatrick's)

Status as of 1/7/2025 8:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 2:49:40 PM	SENT

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.,

Plaintiff,

v.

MAURICE FITZPATRICK,

Defendant.

IN THE DISTRICT COURT

442nd JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Fitzpatrick’s Special Appearance* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/06/2025 3:00:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick, by Special Appearance

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 95894196

Filing Code Description: Special Appearance

Filing Description: to Challenging Jurisdiction and Venue (Fitzpatrick's)

Status as of 1/7/2025 8:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 2:49:40 PM	SENT

EXHIBIT D

A copy of AFG's Denton County filing activities in Denton County
between December 19, 2024 and December 26, 2024.

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
v.	§	JUDICIAL DISTRICT
MAURICE FITZPATRICK	§	
<i>Defendants.</i>	§	DENTON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND
APPLICATION FOR TEMPORARY RESTRAINING ORDER,
TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION**

COMES NOW, AFG Companies, Inc. (“Plaintiff” or “AFG”) and files this Original Petition against Maurice Fitzpatrick (“Defendant” or “Fitzpatrick”), and respectfully shows the Court the following:

I. DISCOVERY LEVEL AND RULE 47 STATEMENT

1. AFG pleads for discovery under Level 3, pursuant to Texas Rule of Civil Procedure 190.4. AFG seeks monetary relief over \$250,000 but not more than \$1,000,000, and non-monetary/injunctive relief.

II. PARTIES

2. **AFG Companies, Inc.** is a domestic for-profit corporation incorporated in Texas.
3. Defendant, **Maurice Fitzpatrick**, is an individual residing in Texas who may be served with citation at **2300 Timberline Drive #138, Grapevine, Texas**

III. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter herein as the amount in controversy is within the jurisdictional limits of the Court. This Court has personal jurisdiction because Fitzpatrick is a resident of Texas and conducting business in Texas. Venue is proper in

Denton County, Texas pursuant to §15.002(a)(1) of the Texas Civil Practices & Remedies Code because Fitzpatrick has previously appeared in Denton County and/or a substantial amount of the events or omissions giving rise to AFG's claims arose in Denton County, Texas.

IV. STATEMENT OF FACTS

AFG'S SERVICES AND PRODUCTS

5. 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").

6. For years, AFG and its subsidiaries Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc. and CareGard Dealer Services, LLC (collectively herein "Subsidiaries") have supplied advanced products, offering solutions to small and large automotive companies relating to F&I processes and other income development services.

7. 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.

8. AFG has grown exponentially and garnered valuable business relationships with both local and national automotive companies, agencies, and dealerships. These relationships have led to the selling and servicing of additional short-term as well as long-term contracts with well recognized automotive industry companies.

9. Due to the nature of the services sold, however, AFG and its Subsidiaries maintain a significant amount of proprietary and confidential information, and valuable business relationships with third-parties.

MAURICE FITZPATRICK'S PRIOR EMPLOYMENT WITH AFG

10. Fitzpatrick was a software engineer that began his work with AFG and/or one of the Subsidiaries earlier this year in March 2024 as an Integration Developer Lead. His time at AFG did not last long and problems arose almost immediately.

11. Through this position, however, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries proprietary business processes, services and methods (collectively, the "Confidential Information"). This Confidential Information included information relating to AFG and/or the Subsidiaries sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts.

12. Fitzpatrick maintained Confidential Information in a company computer (Dell) provided to him by AFG. In addition to the company computer provided to Fitzpatrick, AFG also provided Fitzpatrick with workspace, and a company email that contained large amounts of confidential business communications and data.

13. Considering his handling of Confidential Information, AFG requested that Fitzpatrick sign an AFG Employee Handbook when he began his employment at AFG, which Fitzpatrick signed on March 19, 2024. The AFG Employee Handbook contained, in pertinent part, a confidentiality provision.

14. Fitzpatrick also signed a separate Confidential Agreement, which Fitzpatrick executed on April 11, 2024. Through both agreements, Fitzpatrick agreed to protect AFG's Confidential Information and to not disclose it to any third parties.

15. Within months of beginning his employment at AFG, Fitzpatrick's behavior became erratic. Fitzpatrick failed to attend, arrived late, or walked out of business meetings.

Fitzpatrick also did not come into the office, without providing the required advance notice. Fitzpatrick would also become angry at times and express his frustration in what AFG believed to be unprofessional and volatile ways. At one point, Fitzpatrick also demanded a \$6,000 advance on his salary. The week leading up to his termination, Fitzpatrick, without proper notice or approval, did not come into the office.

16. Ultimately, because of these issues, and his refusal to attend mandatory meetings—among other behavior—on October 30, 2024, AFG terminated Fitzpatrick’s employment.

17. Since that time, Fitzpatrick has engaged in a myriad of wrongful conduct. As an initial matter, Fitzpatrick has failed to return his company AFG computer.

18. Even more concerning, Fitzpatrick has recently begun disclosing, publishing and/or otherwise misappropriating AFG’s Confidential Information. With contact information retained from his company AFG computer, Fitzpatrick has reached out to AFG’s partners, customers, Subsidiaries, vendors, or other third parties to accuse AFG of false acts.

19. In doing so, Fitzpatrick has created a pseudonym and new fictitious email account called “AFGlawsuit@yahoo.com”:

----- Forwarded message -----
From: [AFG Lawsuit <afglawsuit@yahoo.com>](mailto:AFGlawsuit@yahoo.com)
Date: Thu, Dec 5, 2024 at 1:11 PM
Subject: Cease and Desist: Immediate Notice of Your Potential Involvement in Racketeering and Securities Fraud
To: [REDACTED]

Dear [REDACTED]

I hope this message finds you well. I am reaching out to you with an urgent matter concerning recent developments involving AFG Companies, Inc. (“AFG”), Wright Brewer, David Duggan, Jason DeLaPorte, and their alleged activities associated with initiatives known internally—and to you—[REDACTED]. These activities may involve acts in furtherance of a pattern of racketeering conduct, including, but not limited to, securities fraud and other serious legal violations, including overt acts which need not be criminal.

Through these communications, Fitzpatrick has disclosed Confidential Information, which has been wrongly retained, downloaded or otherwise used. Equally problematic, Fitzpatrick has demanded that these third parties cease any dealings with AFG: “You are hereby directed to

immediately cease and desist all involvements, collaborations, and support—clandestine or otherwise—with AFG, its sister companies, and any related entities”

20. The interference could not be any more intentional. Fitzpatrick has also disclosed and published AFG Confidential Information to several other third parties, including AFG dealership client representatives, without AFG’s consent.

Moreover, due to AFG’s misrepresentations, fraudulent inducements, and other illicit activities aimed at circumventing existing agreements, your continued engagement with AFG and disregard of this immediate cease and desist may constitute, among other things, aiding and abetting, theft of intellectual property by deception, and willful participation in furtherance of an ongoing conspiracy to defraud.

21. The full extent of Fitzpatrick’s third-party publications is not yet known. In recent days, AFG has continued to be contacted by customer and business relationships disrupted by Fitzpatrick and his misconduct.

22. Fitzpatrick’s possession of property that does not belong to him is, by itself, actionable. So, too, is his tortious interference and breaches of contract described above. Accordingly, AFG files this lawsuit and seeks injunctive relief.

V. CAUSES OF ACTION

COUNT 1 – MISAPPROPRIATION OF TRADE SECRETS UNDER TEXAS UNIFORM TRADE SECRETS ACT

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

21. Through his work at AFG, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries proprietary business processes, services and methods (collectively, the “Confidential Information”). This Confidential Information included information relating to AFG and/or the Subsidiaries sales data and history, product/service pricing

data, marketing programs and materials, research and development, customer lists and related data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts.

22. Fitzpatrick is now using this Confidential Information to directly interfere with the business of AFG and/or its Subsidiaries.

23. Fitzpatrick misappropriated the Confidential Information by failing to return the AFG company computer and by using AFG Confidential Information without AFG's consent. The Confidential Information included client data from which AFG and the Subsidiaries receive economic value. It is not generally known, and AFG has taken reasonable efforts to maintain its secrecy.

24. Fitzpatrick has acquired and/or maintained this information by improper means, and further wrongfully transferred and/or retained access to the property of AFG.

25. The trade secret information was misappropriated as defined by the Texas Uniform Trade Secrets Act ("TUTSA"), TEX. CIV. PRAC. & REM. CODE § 134A.002(3). As a result of this misappropriation, AFG has lost business opportunities and suffered harm.

26. Upon information and belief, this information was misappropriated willfully and maliciously by Fitzpatrick. As a proximate result of such willful and malicious action, AFG has suffered, and will continue to suffer, actual damages or loss, including loss of goodwill, harm to established business relationships, and/or loss of future contracts and business prospects, for which Fitzpatrick is fully liable.

COUNT 2 – BREACH OF CONTRACT: (EMPLOYEE HANDBOOK & CONFIDENTIALITY AGREEMENT)

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

28. On April 11, 2024, AFG and Fitzpatrick entered into a Confidential Agreement, wherein Fitzpatrick agreed to protect AFG's Confidential Information.

29. Despite promising to protect and to not disclose it to any third parties, Fitzpatrick wrongfully retained his AFG computed and has subsequently disclosed AFG Confidential Information to various ~~third~~ parties, materially breaching the April 11, 2023 Confidential Agreement.

30. As a result of Defendant's breach, Plaintiff has incurred actual damages.

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

32. On March 19, 2024, AFG and Fitzpatrick entered into an AFG's Employee Handbook Agreement, wherein Fitzpatrick agreed to protect AFG's Confidential Information in exchange for continued employment.

33. Despite promising to protect and to not disclose it to any third parties, Fitzpatrick did the opposite; Fitzpatrick wrongfully retained his AFG computed and has subsequently disclosed AFG Confidential Information to AFG's clients, customers, vendors, and other third parties, and thus materially breached the Employee Handbook Agreement.

34. As a result of Defendant's breach, Plaintiffs incurred actual damages.

COUNT 3 – TORTIOUS INTERFERENCE WITH EXISTING CONTRACTS AND/OR PROSPECTIVE BUSINESS RELATIONSHIPS

35. AFG and/or one of its Subsidiaries incorporates by reference each of the allegations in the preceding paragraphs ~~of~~ of the Petition as if they were set forth in their entirety herein.

36. AFG and its Subsidiaries have valid, enforceable contracts with numerous automotive industry companies, as well as recurring business from the same, where they provide, among other things, F&I ~~related~~ services and products.

37. Fitzpatrick knew or had reason to know of these contracts with automotive companies (e.g., dealerships) as well as AFG's and/or one of its Subsidiaries relationships with numerous recurring clients. Fitzpatrick also knew of AFG's interest under those contracts and the history/based on those built relationships. Fitzpatrick willfully and intentionally interfered with the contracts by reaching out to them and making various misrepresentations, disclosing Confidential Information to convince or attempt to convince these companies to distance themselves from AFG and/or making other defamatory statements.

38. Fitzpatrick's interference with these existing contracts and/or prospective business relationships proximately caused AFG or one of its Subsidiaries actual damages. AFG's injury resulted from Fitzpatrick's malice, which entitles AFG to exemplary damages under the Texas Civil Practice and Remedies Code Section 41.003(a).

VII. APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION

39. AFG incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein. AFG's Application for Temporary Restraining Order and Temporary Injunction is authorized by Texas Civil Practice and Remedies Code Sections 65.011(2) and (3).

40. AFG and/or one of its Subsidiaries is likely to suffer permanent and irreparable harm if an injunction is not entered. There is no other adequate remedy at law and AFG seeks the equitable intervention of this Court.

41. For the reasons detailed in this Petition, AFG requests the Court issue a Temporary Restraining Order and Temporary Injunction enjoining the conduct outlined in the preceding paragraphs.

42. **Conduct to be Restrained.** In order to preserve the status quo pending the final trial on the merits of this case, AFG asks this Court to issue a Temporary Restraining Order and Temporary Injunction to restrain and enjoin Fitzpatrick, his agents, attorneys, consultants, partners, representatives, and any and all other persons and entities under Fitzpatrick's control, or acting in active concert and participation with Defendant, from engaging in any of the following:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since resignation;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or Affiliate obtained during Fitzpatrick's employment or at any time since his resignation;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Affiliate's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor or AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Affiliate's computer(s), websites, email servers/accounts, servers, phones, or other devices;
- i. Directly, or indirectly, communicating with any known vendors,

partners, clients, or employees of AFG or any of the Subsidiaries;

- j. Accessing or attempting to access any of AFG's or any Affiliate's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers.

43. **AFG is Likely to Succeed on the Merits.** AFG has a probable right to relief upon final hearing. In particular, AFG will present evidence of Fitzpatrick's misappropriations, breaches and interference with AFG contracts, as well as evidence of causation and the extent of AFG's damages.

44. **Harm to AFG is Imminent and Irreparable.** Harm to AFG is imminent and irreparable. Fitzpatrick's conduct is recent and ongoing, as recently as this past week, and has caused and will continue to cause irreparable harm to AFG. The damage to AFG and its reputation as well as the continuing disruption caused by Fitzpatrick to AFG's and/or one of its Subsidiaries business is immeasurable and ongoing. Moreover, so long as Fitzpatrick's conduct continues, it will be impossible to identify the extent of the harm to AFG and/or one of its Subsidiaries and quantify their damages.

45. **No Adequate Remedy at Law.** In the absence of injunctive relief, AFG has no adequate remedy at law. It is essential that the Court immediately restrain Fitzpatrick from continuing the conduct described herein. AFG is willing to post a bond in accordance with Texas Rule of Civil Procedure 684.

46. **Hearing.** In compliance with the Texas Rules of Civil Procedure, AFG is entitled to a hearing providing the relief requested above to give it an opportunity to be heard by the Court. AFG requests that the Court set a hearing to consider whether temporary injunctive relief should be granted pending a trial on the merits.

47. **Permanent Injunctive Relief.** AFG further pleads for a permanent injunction, enjoining Fitzpatrick from engaging in the above acts, following a trial of this cause.

VIII. CONDITIONS PRECEDENT

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

IX. EXEMPLARY DAMAGES

49. AFG is entitled to exemplary damages for Fitzpatrick's intentional conduct, because such acts were committed with that level of mental culpability for which Texas law allows a jury to impose punitive damages. AFG seeks an award of such exemplary damages.

X. ATTORNEY FEES

50. AFG seeks the recovery of attorney's fees pursuant to Texas Civil Practice and Remedies Code Section 134A.005.

XI. CONCLUSION

51. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff Automotive Financial Group, Inc. requests Defendant Maurice Fitzpatrick be cited to appear and answer, and that upon final hearing, Plaintiff have the following:

- (1) A Temporary Restraining Order, Temporary Injunction, and Permanent Injunction be issued enjoining Maurice Fitzpatrick, his agents, consultants, partners, entities, and employees from the conduct described herein;
- (2) AFG be granted judgment against Maurice Fitzpatrick for damages within the jurisdictional limits of this Court;
- (3) Maurice Fitzpatrick return any and all of AFG's Confidential Information;
- (4) AFG be granted judgment against Maurice Fitzpatrick for exemplary damages within the jurisdictional limits of this Court;

- (5) AFG be granted judgment against Maurice Fitzpatrick for reasonable and necessary attorneys' fees, costs of suit, and pre- and post-judgment interest; and
- (6) AFG be granted such other relief, at law or in equity, as is just and proper.

Respectfully submitted,

SCHEEF & STONE, LLP

By: /s/ Mark L. Hill

MARK L. HILL

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Frisco, Texas 75034

(214) 472-2100 Telephone

(214) 472-2150 Facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

Pursuant to Rule 2.1.3 of the Denton County Local Rules, I certify that to the best of my knowledge the party against whom relief is sought ex parte is not represented by counsel in the matter made the basis of the relief sought.

/s/ Mark L. Hill

Mark L. Hill

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, personally appeared Amanda Teichman
Chief Accounting Officer of AFG Companies, Inc., known to me to be the person whose name
is subscribed below, and upon his oath deposed and stated that he has read the foregoing Original
Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent
Injunction and that the factual background information contained therein is within his personal
knowledge and is true and correct.



SUBSCRIBED AND SWORN TO this 12 day of December 2024.

Automated Certificate of eService

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

Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

barbara.blaylock@solidcounsel.com

Envelope ID: 95502204

Filing Code Description: Plaintiff's Original Petition

Filing Description: and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction

Status as of 12/19/2024 3:37 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/19/2024 12:05:45 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/19/2024 12:05:45 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/19/2024 12:05:45 PM	SENT

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.

§

IN THE DISTRICT COURT

Plaintiff,

§

v.

§

442ND JUDICIAL DISTRICT

MAURICE FITZPATRICK

§

Defendants.

§

DENTON COUNTY, TEXAS

TEMPORARY RESTRAINING ORDER

On this day came on to be heard Plaintiff, AFG Companies, Inc.’s (“AFG” or “Plaintiff”), Application for a Temporary Restraining Order, requesting that the Court grant injunctive relief against Defendant Maurice Fitzpatrick (“Fitzpatrick” or “Defendant”). The Court, having considered AFG’s verified Original Petition and Application for Temporary Restraining Order, and the arguments presented therein, enters the following findings and orders:

The Court finds that through his position of employment, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries’ proprietary business processes, services and methods (collectively the “Confidential Information”). This Confidential Information included information relating to AFG and/or the Subsidiaries’ sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts. The Court finds that it will be impossible to accurately measure in monetary terms the damage caused by Fitzgerald’s conduct, as described in AFG’s Original Petition, to AFG and its subsidiaries, Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc., and CareGard Dealer Services, LLC (collectively herein “Subsidiaries” or “Affiliates”).

The Court finds that AFG and its Subsidiaries have been injured by Fitzpatrick's actions described therein, and without the issuance of this Order, AFG and its Subsidiaries will continue to suffer immediate and irreparable injury, loss, or damage if Fitzpatrick's conduct is not enjoined. Specifically, Fitzpatrick's misconduct includes, among other things, disclosing, publishing, and/or otherwise misappropriating AFG's Confidential Information. With information retained from his company issued AFG computer after the termination of his employment, Fitzpatrick, utilizing a pseudonym and fictitious email account called "AFGlawsuit@yahoo.com" has contacted AFG partners, customers, Subsidiaries, vendors, and/or other third parties to accuse AFG of false acts and demand they cease any dealings with AFG. Fitzpatrick's disclosing, publishing, and, misappropriation of Confidential Information, as well as his tortious interference with existing and prospective contract and business relations of AFG and its Subsidiaries, is causing incalculable damages in loss of profits, loss of goodwill, and/or damage to its reputation among the industries it serves.

The Court finds that AFG has demonstrated a likelihood of success of prevailing on the merits with respect to its claims, and that AFG and its Subsidiaries do not have an adequate remedy at law because monetary damages alone will not sufficiently redress its injuries. So long as Fitzpatrick's conduct continues, it is impossible to identify the true extent of harm, and the Court finds that the injury to AFG and its Subsidiaries, if Fitzpatrick continues the conduct described above and in AFG's Original Petition, would outweigh any injury the restraining order and injunction might cause Fitzpatrick. Finally, the issuance of this restraining order and injunction will not be against the public interest.

The Court finds that it is essential that the Court acts immediately, prior to notice to Fitzpatrick and a hearing on the matter, because Fitzpatrick continues to disrupt the business of AFG and its Subsidiaries and will continue to do so.

IT IS THEREFORE ORDERED that from the date of the entry of this Order, Fitzpatrick, and any of his agents, consultants, partners, representatives, affiliates, and assignees, and all other persons and entities under Fitzpatrick's control, direction, or acting in active concert with Fitzpatrick, who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since his termination;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or Affiliate obtained during Fitzpatrick's employment or at any time since his termination;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Affiliate's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor or AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Affiliate's computer(s), websites, email servers/accounts, servers, phones, or other devices;

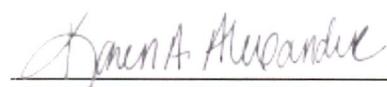
- i. Directly, or indirectly, communicating with any known vendors, partners, clients, or employees of AFG or any of the Subsidiaries;
- j. Accessing or attempting to access any of AFG's or any Affiliate's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers.

IT IS FURTHER ORDERED that this Order shall become effective on the condition that AFG posts a bond in ~~the sum of \$500.00~~, properly conditioned and securing the payment of such damages not to exceed said sum as may be suffered or sustained by any party who is found to have been wrongfully restrained.

IT IS FURTHER ORDERED that a hearing on AFG's Application for Temporary Injunction will be held before this Court at the Denton County Courts Building located at 1450 E. McKinney St., Denton, Texas, on the 3rd day of January 2025 at 9:00:00 o'clock am, unless continued by Order of the Court. Fitzpatrick is hereby put on notice that failure to attend the hearing shall result in immediate issuance of a temporary injunction, which shall be deemed to take effect immediately upon the expiration or dissolution of this Order and shall extend during the pendency of this action the same injunctive relief previously granted by this Order.

Unless extended, this Order shall expire on the fourteenth (14th) day following the date and time of this Order.

Signed on 12/20/2024 4:57:44 pm, 2024 at _____ o'clock ____ m.


JUDGE PRESIDING

Automated Certificate of eService

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

Melissa Diaz on behalf of Mark Hill
Bar No. 24034868
melissa.diaz@solidcounsel.com
Envelope ID: 95544769
Filing Code Description: Temporary Restraining Order
Filing Description:
Status as of 12/23/2024 8:40 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

THE STATE OF TEXAS

COUNTY OF DENTON

TEMPORARY INJUNCTION/RESTRAINING ORDER (TRCP 687, 688)
Cause No. 24-11876-442

To: Maurice Fitzpatrick, 2300 Timberline DR., #138, Grapevine, TX 76051, (or wherever he or she may be found);

Whereas, AFG Companies, Inc. filed a(n) **Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction** in the 442nd Judicial District Court of Denton County, Texas, on December 19, 2024 in a suit numbered 24-11876-442. Wherein, AFG Companies, Inc.; Maurice Fitzpatrick are parties to the suit and Plaintiff(s) alleges as per attached copy of **Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction**.

Whereas, the said AFG Companies, Inc. has/have executed and filed with the clerk of said court a bond in the sum of \$ 500.00 made payable to the defendant and conditioned as required by law and the order of the judge.

Upon presentation of said Petition/Application to him/her and consideration thereof, the Honorable Karen Alexander, Judge, made the following order: **Temporary Restraining Order**.

You are therefore commanded to desist and refrain from the commission or continuance of the act enjoined, or to obey and execute such order as the judge has seen proper to make, more fully explained in the attached copy of Temporary Restraining Order until and pending the hearing upon such Petition/Application for a temporary injunction/restraining order before the Judge of said Court on **January 03, 2025 at 9:00 a.m.** in the Courtroom of the 442nd Judicial District Court, at 1450 E. McKinney St., 4th floor, of the Courthouse of Denton County, in the City of Denton, Texas when and where you will appear to show cause why injunction/restraining order should not be granted upon such Petition/Application effective until Final Order/Decree in such suit.

Issued and given under my hand and seal of said Court, at office in Denton, Denton County, Texas on this the 26th day of December, 2024.

Requested by:

Mark L. Hill
2600 Network Blvd., Suite 400
Frisco, TX 75034

David Trantham, Denton County District Clerk
1450 E. McKinney, 1st Floor, Denton TX 76209
P O Box 2146, Denton TX 76202



By Kathie Tipping
Kathie Tipping, Deputy

OFFICER'S RETURN

Came to hand on the _____ day of _____, 20____, at _____ M, and executed on the _____ day of _____, 20____, at _____ M, by delivering to the within named _____ in person a true copy of the Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and Temporary Restraining Order at _____.

SERVICE FEES \$ _____

Sheriff

County, Texas

Service I.D. _____

Deputy/Authorized Person

VERIFICATION

On this day personally appeared _____ known to me to be the person whose name is subscribed on the foregoing instrument and who has stated: upon penalty of perjury, I attest that the foregoing instrument has been executed by me in this cause pursuant to the Texas Rules of Civil Procedure. I am over the age of eighteen years and I am not a party to or interested in the outcome of this suit, and have been authorized by the Denton County Courts to serve process.

Subscribed and sworn to before me on this the _____ day of _____, 20____

Notary Public

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Envelope ID: 95976438

Filing Code Description: Counter Claim/Cross Action/Interpleader/Intervention/Third Party

Filing Description: Motion for Expedited Hearing; Request for Remote Hearing; Motion to Intervene; Motion to Consolidate Related Cases; and Motion to Stay Pending Consolidation

Status as of 1/8/2025 10:50 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/8/2025 10:09:36 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/8/2025 10:09:36 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/8/2025 10:09:36 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/8/2025 10:09:36 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/8/2025 10:09:36 AM	SENT

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Envelope ID: 97212303

Filing Code Description: Notice

Filing Description: Notice of Removal

Status as of 2/11/2025 8:46 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	2/11/2025 5:01:26 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	2/11/2025 5:01:26 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	2/11/2025 5:01:26 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	2/11/2025 5:01:26 AM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 11th day of February 2025, a true and correct copy of the Fitzpatrick’s Notice of Removal was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	02/11/2025 5:00:00 AM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	02/11/2025 5:00:00 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	02/11/2025 5:00:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	02/11/2025 5:00:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	02/11/2025 5:00:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	02/11/2025 5:00:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Maurice Fitzpatrick, pro se
 General Delivery
 Dallas, TX 75260-9999
 Phone: (214) 694-1551
 Email: afglawsuit@yahoo.com

Automated Certificate of eService

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Envelope ID: 97212303

Filing Code Description: Notice

Filing Description: Notice of Removal

Status as of 2/11/2025 8:46 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	2/11/2025 5:01:26 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	2/11/2025 5:01:26 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	2/11/2025 5:01:26 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	2/11/2025 5:01:26 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	2/11/2025 5:01:26 AM	SENT

EXHIBIT B

In the
UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

AUTOMOTIVE FINANCIAL GROUP, INC. } Civil Action No. _____
Plaintiff, }
v. } (Removed from the
MAURICE FITZPATRICK, } 442nd District Court, Denton County,
Defendant. } Texas; Case No. 24-11876-442)
} JURY TRIAL DEMANDED

NOTICE OF REMOVAL

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS:

COMES NOW, Defendant Maurice Fitzpatrick ("Defendant") in the above-captioned
matter, and hereby removes this action from the 442nd Judicial District Court of Denton County,
Texas, to the United States District Court for the Northern District of Texas, Dallas Division,
pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1443, and in support thereof states as follows:

I. INTRODUCTION AND STATEMENT OF REMOVAL

1. On or about January 8, 2025, Plaintiff AFG Companies, Inc. ("Plaintiff") filed a
civil lawsuit against Defendant Maurice Fitzpatrick in the 442nd Judicial District Court of
Denton County, Texas, under Cause No. 24-11876-442.

2. Plaintiff sought *ex parte* temporary and permanent injunctive relief, and the state court issued a Temporary Restraining Order (TRO) that restricts Defendant's First Amendment rights and due process rights under the U.S. Constitution.

3. Defendant removes this case to the United States District Court based on:
 - a. Federal Question Jurisdiction (28 U.S.C. § 1331) due to jurisdictional challenges to the state court action, constitutional claims under the First and Fourteenth Amendments, and federal civil rights law (42 U.S.C. §§ 1981 and 1983).
 - b. Civil Rights Removal Jurisdiction (28 U.S.C. § 1443) because the TRO deprives Defendant of federally protected rights, including free speech, due process, and whistleblower protections under Sarbanes-Oxley (18 U.S.C. § 1514A) and Dodd-Frank (15 U.S.C. § 78u-6), both of which protect employees from retaliation for reporting securities violations, fraud and other misconduct.

II. GROUNDS FOR REMOVAL

4. Removal is proper because AFG's claims directly implicate federal law, including Defendant's First and Fourteenth Amendment rights under the Bill of Rights and the United States Constitution, as well as protections under the Sarbanes-Oxley Act (SOX), the Dodd-Frank Act, SEC regulations, and other federal law.

5. Upon finalization of removal and ultimate consolidation with the case 3:25-CV-00114-S, Defendant intends by leave of the Court to file a forthcoming Initial Complaint which will include claims seeking: (1) Declaratory Judgement under 42 USC §§ 1983, 1985(2) and 1985(3), challenging the Constitutionality and legality of the Temporary Restraining Order and

activities of Plaintiffs leading up to the Denton County case, and (2) other Preliminary, Temporary and/or Permanent Injunctions as necessary.

A. Federal Question Jurisdiction (28 U.S.C. § 1331)

6. This case presents a federal question because it arises under the First and Fourteenth Amendments to the U.S. Constitution and involves claims enforceable through 42 U.S.C. §§ 1983, 1985(2) and 1985(3).

7. 42 U.S.C. § 1983 states in relevant part:

“Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer’s judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.”

8. 42 U.S.C. § 1985(2) states in relevant part:

*“(2) Obstructing justice; intimidating party, witness, or juror
If two or more persons in any State or Territory conspire to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws.”*

9. 42 U.S.C. § 1985(3) states in relevant part:

*“(3) Depriving persons of rights or privileges
If two or more persons in any State or Territory conspire or go in disguise on the
highway or on the premises of another, for the purpose of depriving, either
directly or indirectly, any person or class of persons of the equal protection of the
laws, or of equal privileges and immunities under the laws; or for the purpose of
preventing or hindering the constituted authorities of any State or Territory from
giving or securing to all persons within such State or Territory the equal
protection of the laws; or if two or more persons conspire to prevent by force,
intimidation, or threat, any citizen who is lawfully entitled to vote, from giving his
support or advocacy in a legal manner, toward or in favor of the election of any
lawfully qualified person as an elector for President or Vice President, or as a
Member of Congress of the United States; or to injure any citizen in person or
property on account of such support or advocacy; in any case of conspiracy set
forth in this section, if one or more persons engaged therein do, or cause to be
done, any act in furtherance of the object of such conspiracy, whereby another is
injured in his person or property, or deprived of having and exercising any right
or privilege of a citizen of the United States, the party so injured or deprived may
have an action for the recovery of damages occasioned by such injury or
deprivation, against any one or more of the conspirators.”*

10. The state court TRO is an unconstitutional restraint on Defendant's speech, aimed at restricting his ability to discuss matters of public concern without narrowly tailored justifications or due process.

11. Under *New York Times Co. v. United States*, 403 U.S. 713 (1971), prior restraints on speech are presumptively unconstitutional. The TRO fails to meet strict scrutiny and is an overbroad attempt to silence a whistleblower.

B. Civil Rights Removal Jurisdiction (28 U.S.C. § 1443)

12. Removal is proper under 28 U.S.C. § 1443(1) because Defendant is being deprived of rights under federal law, specifically:

- a. First Amendment violations (unconstitutional prior restraint on speech).
- b. Due process violations (TRO issued without proper procedural safeguards).

- c. Denial of whistleblower protection and protection for legitimate disclosures contemplated by an Act of Congress under the SOX and Dodd-Frank Acts.

13. Removal under § 1443 applies when state court proceedings deny or are likely to deny federally protected rights, and where state law does not afford an opportunity for redress.

14. Injunctions or restraining orders that chill speech are presumptively unconstitutional, and Defendant has no adequate state remedy to prevent the ongoing constitutional violations in Denton County court.

III. CHALLENGE TO THE STATE COURT TRO ON CONSTITUTIONAL GROUNDS

15. On January 6, 2025, Defendant filed "Fitzpatrick's Special Appearance To Challenge Jurisdiction And Venue" in the 442nd District Court of Denton County (attached hereto as Exhibit J). This filing, Exhibit J, is incorporated by reference as if set forth fully herein.

16. On January 8, 2025, Defendant filed "Defendant's Answer To Plaintiff's Original Petition (Subject To Special Appearance)" in the 442nd District Court of Denton County (attached hereto as Exhibit M). This filing, Exhibit M, is incorporated by reference as if set forth fully herein.

17. The *ex parte* TRO issued by the Denton County court on December 20, 2024, at 4:57 PM CST, should be dissolved as:

- a. The District Court of Denton County lacked jurisdiction.
- b. The *ex parte* TRO violates Defendant's free speech rights under the First Amendment by acting as a restraint and/or threat of restraint against legitimate and protected speech that is in the public interest on matters of public concern.

- c. Fails to meet strict scrutiny or show a compelling governmental interest.
- d. Lacks procedural due process and fundamental fairness, as Defendant was not noticed or provided a meaningful opportunity to be heard before the order was issued.

18. The U.S. Supreme Court has held that prior restraints on speech are among the most serious constitutional violations and must be subject to immediate judicial scrutiny.

19. Defendant requests an expedited hearing in this Court to dissolve the TRO and prevent further violations of federal law.

IV. REFERENCE TO STATE COURT FILINGS

20. On Thursday, February 6, 2025 16:15 PM CST, Defendant received an email from Ms. Rebecca Moss, Deputy Clerk III, of the Denton County District Clerk's Office (rebecca.moss@dentoncounty.gov) pursuant to his request. This email shows the correspondence and the Deputy Clerk's inventory of the 14 pleadings and documents filed in the 442nd District Court of Denton County (24-11876-442) case. The email of the Deputy Clerk is attached hereto as Exhibit A.

21. Defendant attaches the following 14 pleadings and filings from the Denton County case as part of this removal:

- a. EXHIBIT B - Original petition 24-11876-442
- b. EXHIBIT C - Service return 24-11876-442
- c. EXHIBIT D - Temp Injunction 24-11876-442
- d. EXHIBIT E - Certificate for ex parte relief 24-11876-442
- e. EXHIBIT F - TRO 24-11876-442

- f. EXHIBIT G- request 24-11876-442
- g. EXHIBIT H - order extending 24-11876-442
- h. EXHIBIT I - Motion 24-11876-442
- i. EXHIBIT J - Special appearance 24-11876-442
- j. EXHIBIT K - certificate of call 24-11876-442 2nd
- k. EXHIBIT L - order for substitute of service 24-11876-442
- l. EXHIBIT M - Defendants answer 24-11876-442
- m. EXHIBIT N - Certificate of call 24-11876-442
- n. EXHIBIT O - Service return 24-11876-442 2nd

V. PROCEDURAL REQUIREMENTS FOR REMOVAL

- 22. This Notice of Removal is timely filed within 30 days of Defendant's first notice of the TRO.
- 23. A copy of this Notice will be filed in the Denton County state court and served on all parties.
- 24. Defendant attaches true and correct copies of all state court pleadings, orders, and related documents as required by 28 U.S.C. § 1446(a).

VI. CONCLUSION AND REQUEST FOR RELIEF

WHEREFORE, Defendant respectfully requests that this Court:

- 1. Allow Defendant to be heard, orally, on his Motion to Intervene and Notices of Removal and Consolidation of state cases with the present case (3:25-CV-00114-S), and that Intervenor can be heard at scheduled hearing on February 13, 2025, at 10:00 AM CST.

2. Accept jurisdiction over this removed case and enter an order recognizing its removal.
3. Enter an Order staying state court proceedings pending finalization of removal.
4. Consolidate this removed action with the case pending in the Northern District of Texas, Dallas Division, Cause No 3:25-CV-00114-S, having the same events and/or occurrences, facts, parties, evidence, and witnesses.
5. Dissolve the state court TRO based on federal constitutional violations.
6. Deny any further injunctive relief sought by Plaintiff that: violates federal law; violates or seeks to limit, restrict or otherwise threatens to infringe upon the First Amendment rights of Defendant or other whistleblowers.
7. Grant Defendant the relief sought in his original state court motions, to the extent such relief is not already rendered moot.
8. Grant any further relief to which Defendant is justly entitled.

Dated: February 11, 2025

Respectfully submitted,

/s/ Maurice Fitzpatrick
Maurice Fitzpatrick, pro se
General Delivery
Dallas, TX 75260-9999
(214) 694-1551 Telephone
Email: afglawsuit@yahoo.com

EXHIBIT A

Record request

From: Rebecca Moss (rebecca.moss@dentoncounty.gov)

To: aflawsuit@yahoo.com

Date: Thursday, February 6, 2025 at 04:15 PM CST

Dear Requester:

Your record request has been processed and completed.

Your requested record(s) is/are attached to this email.

Thank you,

Rebecca Moss,
Deputy Clerk III

Denton County District Clerk
1450 East McKinney, Ste 1200, Denton, Texas 76209
PO Box 2146, Denton, TX 76202-2146
Phone: 940-349-2200
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 Original petition 24-11876-442.pdf
563kB

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 order extending 24-11876-442.pdf
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 Motion 24-11876-442.pdf
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 Special appearance 24-11876-442.pdf
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 certificate of call 24-11876-442 2nd.pdf
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 order for substitute of service 24-11876-442.pdf
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 Defendants answer 24-11876-442.pdf
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316kB

EXHIBIT B

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.

IN THE DISTRICT COURT

Plaintiff,

§ § § § § §

JUDICIAL DISTRICT

v.

88

MAURICE FITZPATRICK

1888

Defendants.

DENTON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND
APPLICATION FOR TEMPORARY RESTRAINING ORDER,
TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION**

COMES NOW, AFG Companies, Inc. (“Plaintiff” or “AFG”) and files this Original Petition against Maurice Fitzpatrick (“Defendant” or “Fitzpatrick”), and respectfully shows the Court the following:

I. DISCOVERY LEVEL AND RULE 47 STATEMENT

1. AFG pleads for discovery under Level 3, pursuant to Texas Rule of Civil Procedure 190.4. AFG seeks monetary relief over \$250,000 but not more than \$1,000,000, and non-monetary/injunctive relief.

II. PARTIES

2. **AFG Companies, Inc.** is a domestic for-profit corporation incorporated in Texas.

3. Defendant, **Maurice Fitzpatrick**, is an individual residing in Texas who may be with citation at **2300 Timberline Drive #138, Grapevine, Texas**

III. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter herein as the amount in controversy is within the jurisdictional limits of the Court. This Court has personal jurisdiction because Fitzpatrick is a resident of Texas and conducting business in Texas. Venue is proper in

Denton County, Texas pursuant to §15.002(a)(1) of the Texas Civil Practices & Remedies Code because Fitzpatrick has previously appeared in Denton County and/or a substantial amount of the events or omissions giving rise to AFG's claims arose in Denton County, Texas.

IV. STATEMENT OF FACTS

AFG'S SERVICES AND PRODUCTS

5. 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").

6. For years, AFG and its subsidiaries Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc. and CareGard Dealer Services, LLC (collectively herein "Subsidiaries") have supplied advanced products, offering solutions to small and large automotive companies relating to F&I processes and other income development services.

7. 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.

8. AFG has grown exponentially and garnered valuable business relationships with both local and national automotive companies, agencies, and dealerships. These relationships have led to the selling and servicing of additional short-term as well as long-term contracts with well recognized automotive industry companies.

9. Due to the nature of the services sold, however, AFG and its Subsidiaries maintain a significant amount of proprietary and confidential information, and valuable business relationships with third-parties.

MAURICE FITZPATRICK'S PRIOR EMPLOYMENT WITH AFG

10. Fitzpatrick was a software engineer that began his work with AFG and/or one of the Subsidiaries earlier this year in March 2024 as an Integration Developer Lead. His time at AFG did not last long and problems arose almost immediately.

11. Through this position, however, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries proprietary business processes, services and methods (collectively, the "Confidential Information"). This Confidential Information included information relating to AFG and/or the Subsidiaries sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts.

12. Fitzpatrick maintained Confidential Information in a company computer (Dell) provided to him by AFG. In addition to the company computer provided to Fitzpatrick, AFG also provided Fitzpatrick with workspace, and a company email that contained large amounts of confidential business communications and data.

13. Considering his handling of Confidential Information, AFG requested that Fitzpatrick sign an AFG Employee Handbook when he began his employment at AFG, which Fitzpatrick signed on March 19, 2024. The AFG Employee Handbook contained, in pertinent part, a confidentiality provision.

14. Fitpatrick also signed a separate Confidential Agreement, which Fitzpatrick executed on April 11, 2024. Through both agreements, Fitzpatrick agreed to protect AFG's Confidential Information and to not disclose it to any third parties.

15. Within months of beginning his employment at AFG, Fitzpatrick's behavior became erratic. Fitzpatrick failed to attend, arrived late, or walked out of business meetings.

Fitzpatrick also did not come into the office, without providing the required advance notice. Fitzpatrick would also become angry at times and express his frustration in what AFG believed to be unprofessional and volatile ways. At one point, Fitzpatrick also demanded a \$6,000 advance on his salary. The week leading up to his termination, Fitzpatrick, without proper notice or approval, did not come into the office.

16. Ultimately, because of these issues, and his refusal to attend mandatory meetings—among other behavior—on October 30, 2024, AFG terminated Fitzpatrick’s employment.

17. Since that time, Fitzpatrick has engaged in a myriad of wrongful conduct. As an initial matter, Fitzpatrick has failed to return his company AFG computer.

18. Even more concerning, Fitzpatrick has recently begun disclosing, publishing and/or otherwise misappropriating AFG’s Confidential Information. With contact information retained from his company AFG computer, Fitzpatrick has reached out to AFG’s partners, customers, Subsidiaries, vendors, or other third parties to accuse AFG of false acts.

19. In doing so, Fitzpatrick has created a pseudonym and new fictitious email account called “AFGlawsuit@yahoo.com”:

----- Forwarded message -----
From: AFG Lawsuit <afglawsuit@yahoo.com>
Date: Thu, Dec 5, 2024 at 1:11 PM
Subject: Cease and Desist: Immediate Notice of Your Potential Involvement in Racketeering and Securities Fraud
To: [REDACTED]

Dear [REDACTED]

I hope this message finds you well. I am reaching out to you with an urgent matter concerning recent developments involving AFG Companies, Inc. (“AFG”), Wright Brewer, David Duggan, Jason DeLaPorte, and their alleged activities associated with initiatives known internally—and to you—[REDACTED]. These activities may involve acts in furtherance of a pattern of racketeering conduct, including, but not limited to, securities fraud and other serious legal violations, including overt acts which need not be criminal.

Through these communications, Fitzpatrick has disclosed Confidential Information, which has been wrongly retained, downloaded or otherwise used. Equally problematic, Fitzpatrick has demanded that these third parties cease any dealings with AFG: “You are hereby directed to

immediately cease and desist all involvements, collaborations, and support—clandestine or otherwise—with AFG, its sister companies, and any related entities”

20. The interference could not be any more intentional. Fitzpatrick has also disclosed and published AFG Confidential Information to several other third parties, including AFG dealership client representatives, without AFG’s consent.

Moreover, due to AFG’s misrepresentations, fraudulent inducements, and other illicit activities aimed at circumventing existing agreements, your continued engagement with AFG and disregard of this immediate cease and desist may constitute, among other things, aiding and abetting, theft of intellectual property by deception, and willful participation in furtherance of an ongoing conspiracy to defraud.

21. The full extent of Fitzpatrick’s third-party publications is not yet known. In recent days, AFG has continued to be contacted by customer and business relationships disrupted by Fitzpatrick and his misconduct.

22. Fitzpatrick’s possession of property that does not belong to him is, by itself, actionable. So, too, is his tortious interference and breaches of contract described above. Accordingly, AFG files this lawsuit and seeks injunctive relief.

V. CAUSES OF ACTION

COUNT 1 – MISAPPROPRIATION OF TRADE SECRETS UNDER TEXAS UNIFORM TRADE SECRETS ACT

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

21. Through his work at AFG, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries proprietary business processes, services and methods (collectively, the “Confidential Information”). This Confidential Information included information relating to AFG and/or the Subsidiaries sales data and history, product/service pricing

data, marketing programs and materials, research and development, customer lists and related data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts.

22. Fitzpatrick is now using this Confidential Information to directly interfere with the business of AFG and/or its Subsidiaries.

23. Fitzpatrick misappropriated the Confidential Information by failing to return the AFG company computer and by using AFG Confidential Information without AFG's consent. The Confidential Information included client data from which AFG and the Subsidiaries receive economic value. It is not generally known, and AFG has taken reasonable efforts to maintain its secrecy.

24. Fitzpatrick has acquired and/or maintained this information by improper means, and further wrongfully transferred and/or retained access to the property of AFG.

25. The trade secret information was misappropriated as defined by the Texas Uniform Trade Secrets Act ("TUTSA"), TEX. CIV. PRAC. & REM. CODE § 134A.002(3). As a result of this misappropriation, AFG has lost business opportunities and suffered harm.

26. Upon information and belief, this information was misappropriated willfully and maliciously by Fitzpatrick. As a proximate result of such willful and malicious action, AFG has suffered, and will continue to suffer, actual damages or loss, including loss of goodwill, harm to established business relationships, and/or loss of future contracts and business prospects, for which Fitzpatrick is fully liable.

COUNT 2 – BREACH OF CONTRACT: (EMPLOYEE HANDBOOK & CONFIDENTIALITY AGREEMENT)

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

28. On April 11, 2024, AFG and Fitzpatrick entered into a Confidential Agreement, wherein Fitzpatrick agreed to protect AFG's Confidential Information.

29. Despite promising to protect and to not disclose it to any third parties, Fitzpatrick wrongfully retained his AFG computed and has subsequently disclosed AFG Confidential Information to various third parties, materially breaching the April 11, 2023 Confidential Agreement.

30. As a result of Defendant's breach, Plaintiff has incurred actual damages.

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

32. On March 19, 2024, AFG and Fitzpatrick entered into an AFG's Employee Handbook Agreement, wherein Fitzpatrick agreed to protect AFG's Confidential Information in exchange for continued employment.

33. Despite promising to protect and to not disclose it to any third parties, Fitzpatrick did the opposite; Fitzpatrick wrongfully retained his AFG computed and has subsequently disclosed AFG Confidential Information to AFG's clients, customers, vendors, and other third parties, and thus materially breached the Employee Handbook Agreement.

34. As a result of Defendant's breach, Plaintiffs incurred actual damages.

COUNT 3 – TORTIOUS INTERFERENCE WITH EXISTING CONTRACTS AND/OR PROSPECTIVE BUSINESS RELATIONSHIPS

35. AFG and/or one of its Subsidiaries incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein.

36. AFG and its Subsidiaries have valid, enforceable contracts with numerous automotive industry companies, as well as recurring business from the same, where they provide, among other things, F&I related services and products.

37. Fitzpatrick knew or had reason to know of these contracts with automotive companies (e.g., dealerships) as well as AFG's and/or one of its Subsidiaries relationships with numerous recurring clients. Fitzpatrick also knew of AFG's interest under those contracts and the history/based on those built relationships. Fitzpatrick willfully and intentionally interfered with the contracts by reaching out to them and making various misrepresentations, disclosing Confidential Information to convince or attempt to convince these companies to distance themselves from AFG and/or making other defamatory statements.

38. Fitzpatrick's interference with these existing contracts and/or prospective business relationships proximately caused AFG or one of its Subsidiaries actual damages. AFG's injury resulted from Fitzpatrick's malice, which entitles AFG to exemplary damages under the Texas Civil Practice and Remedies Code Section 41.003(a).

VII. APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION

39. AFG incorporates by reference each of the allegations in the preceding paragraphs of the Petition as if they were set forth in their entirety herein. AFG's Application for Temporary Restraining Order and Temporary Injunction is authorized by Texas Civil Practice and Remedies Code Sections 65.011(2) and (3).

40. AFG and/or one of its Subsidiaries is likely to suffer permanent and irreparable harm if an injunction is not entered. There is no other adequate remedy at law and AFG seeks the equitable intervention of this Court.

41. For the reasons detailed in this Petition, AFG requests the Court issue a Temporary Restraining Order and Temporary Injunction enjoining the conduct outlined in the preceding paragraphs.

42. **Conduct to be Restrained.** In order to preserve the status quo pending the final trial on the merits of this case, AFG asks this Court to issue a Temporary Restraining Order and Temporary Injunction to restrain and enjoin Fitzpatrick, his agents, attorneys, consultants, partners, representatives, and any and all other persons and entities under Fitzpatrick's control, or acting in active concert and participation with Defendant, from engaging in any of the following:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since resignation;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or Affiliate obtained during Fitzpatrick's employment or at any time since his resignation;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Affiliate's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor or AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Affiliate's computer(s), websites, email servers/accounts, servers, phones, or other devices;
- i. Directly, or indirectly, communicating with any known vendors,

partners, clients, or employees of AFG or any of the Subsidiaries;

- j. Accessing or attempting to access any of AFG's or any Affiliate's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers.

43. **AFG is Likely to Succeed on the Merits.** AFG has a probable right to relief upon final hearing. In particular, AFG will present evidence of Fitzpatrick's misappropriations, breaches and interference with AFG contracts, as well as evidence of causation and the extent of AFG's damages.

44. **Harm to AFG is Imminent and Irreparable.** Harm to AFG is imminent and irreparable. Fitzpatrick's conduct is recent and ongoing, as recently as this past week, and has caused and will continue to cause irreparable harm to AFG. The damage to AFG and its reputation as well as the continuing disruption caused by Fitzpatrick to AFG's and/or one of its Subsidiaries business is immeasurable and ongoing. Moreover, so long as Fitzpatrick's conduct continues, it will be impossible to identify the extent of the harm to AFG and/or one of its Subsidiaries and quantify their damages.

45. **No Adequate Remedy at Law.** In the absence of injunctive relief, AFG has no adequate remedy at law. It is essential that the Court immediately restrain Fitzpatrick from continuing the conduct described herein. AFG is willing to post a bond in accordance with Texas Rule of Civil Procedure 684.

46. **Hearing.** In compliance with the Texas Rules of Civil Procedure, AFG is entitled to a hearing providing the relief requested above to give it an opportunity to be heard by the Court. AFG requests that the Court set a hearing to consider whether temporary injunctive relief should be granted pending a trial on the merits.

47. **Permanent Injunctive Relief.** AFG further pleads for a permanent injunction, enjoining Fitzpatrick from engaging in the above acts, following a trial of this cause.

VIII. CONDITIONS PRECEDENT

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

IX. EXEMPLARY DAMAGES

49. AFG is entitled to exemplary damages for Fitzpatrick's intentional conduct, because such acts were committed with that level of mental culpability for which Texas law allows a jury to impose punitive damages. AFG seeks an award of such exemplary damages.

X. ATTORNEY FEES

50. AFG seeks the recovery of attorney's fees pursuant to Texas Civil Practice and Remedies Code Section 134A.005.

XI. CONCLUSION

51. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff Automotive Financial Group, Inc. requests Defendant Maurice Fitzpatrick be cited to appear and answer, and that upon final hearing, Plaintiff have the following:

- (1) A Temporary Restraining Order, Temporary Injunction, and Permanent Injunction be issued enjoining Maurice Fitzpatrick, his agents, consultants, partners, entities, and employees from the conduct described herein;
- (2) AFG be granted judgment against Maurice Fitzpatrick for damages within the jurisdictional limits of this Court;
- (3) Maurice Fitzpatrick return any and all of AFG's Confidential Information;
- (4) AFG be granted judgment against Maurice Fitzpatrick for exemplary damages within the jurisdictional limits of this Court;

- (5) AFG be granted judgment against Maurice Fitzpatrick for reasonable and necessary attorneys' fees, costs of suit, and pre- and post-judgment interest; and
- (6) AFG be granted such other relief, at law or in equity, as is just and proper.

Respectfully submitted,

SCHEEF & STONE, LLP

By: /s/ Mark L. Hill

MARK L. HILL

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LESLIE M. SANDERSON

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Frisco, Texas 75034

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(214) 472-2150 Facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

Pursuant to Rule 2.1.3 of the Denton County Local Rules, I certify that to the best of my knowledge the party against whom relief is sought ex parte is not represented by counsel in the matter made the basis of the relief sought.

/s/ Mark L. Hill

Mark L. Hill

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, personally appeared Amanda Teichman
Chief Accounting Officer of AFG Companies, Inc., known to me to be the person whose name
is subscribed below, and upon his oath deposed and stated that he has read the foregoing Original
Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent
Injunction and that the factual background information contained therein is within his personal
knowledge and is true and correct.



SUBSCRIBED AND SWORN TO this 12 day of December 2024.

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

Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

barbara.blaylock@solidcounsel.com

Envelope ID: 95502204

Filing Code Description: Plaintiff's Original Petition

Filing Description: and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction

Status as of 12/19/2024 3:37 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/19/2024 12:05:45 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/19/2024 12:05:45 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/19/2024 12:05:45 PM	SENT

EXHIBIT C

RETURN OF SERVICE

State of Texas

County of Denton

442nd District Court

Case Number: 24-11876-442 Court Date: 1/14/2025 9:00 am

Plaintiff:

AFG COMPANIES, INC.

vs.

Defendant:

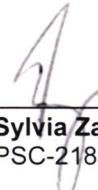
MAURICE FITZPATRICK

Received these papers on the 7th day of January, 2025 at 3:42 pm to be served on **Maurice Fitzpatrick, 2300 Timberline Drive, #138, Grapevine, Tarrant County, TX 76051**.

I, Sylvia Zavala, do hereby affirm that on the **8th day of January, 2025 at 9:41 am**, I:

POSTED by attaching a true copy of the **Order Extending Temporary Restraining Order and Setting Hearing for Temporary Injunction with Temporary Restraining Order and Order Granting Plaintiff's Motion for Substitute Service** with the date of delivery endorsed thereon by me, to the front door of the property of the within named person's **RESIDENCE** at the address of: **2300 Timberline Drive, #138, Grapevine, Tarrant County, TX 76051**.

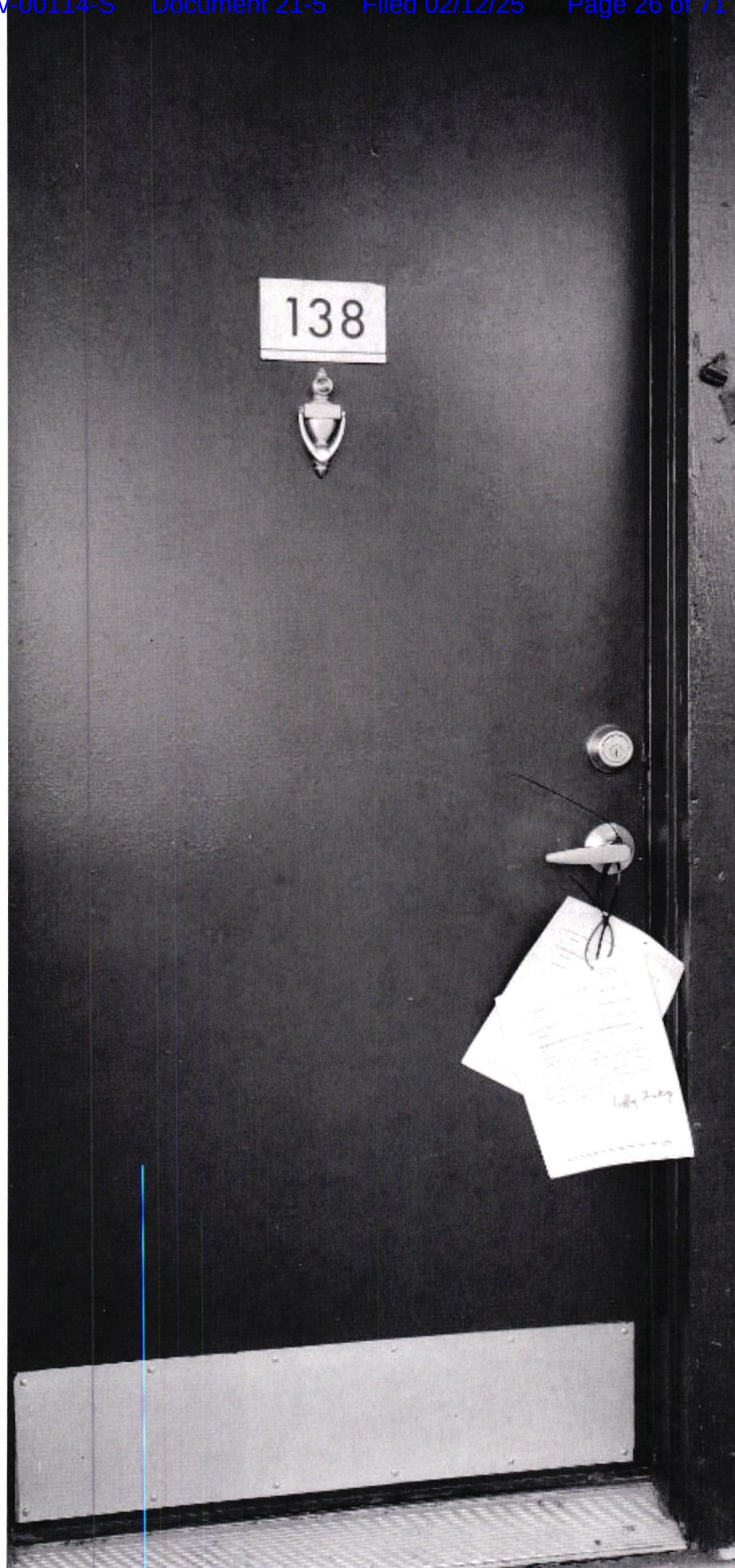
My name is Sylvia Zavala, my date of birth is 2/11/1968, and my address is 2711 Martin Drive, Apt 2018, Bedford, TX 76021, USA. I declare under penalty of perjury that the foregoing is true and correct. Executed in Tarrant County, State of Texas, on the 8th day of January 2025.



Sylvia Zavala
PSC-21856, Exp. 02/28/2025

Our Job Serial Number: PEL-2024004178
Ref: 18272.0113





RETURN OF SERVICE

State of Texas

County of Denton

442nd District Court

Case Number: 24-11876-442 Court Date: 1/14/2025 9:00 am

Plaintiff:

AFG COMPANIES, INC.

vs.

Defendant:

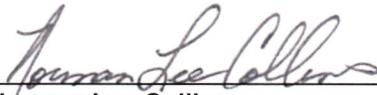
MAURICE FITZPATRICK

Received these papers on the 7th day of January, 2025 at 3:42 pm to be served on **Maurice Fitzpatrick**, **afglawsuit@yahoo.com**.

I, Norman Lee Collins, do hereby affirm that on the **8th day of January, 2025** at **8:52 am**, I:

electronically delivered a true copy of the **Order Extending Temporary Restraining Order and Setting Hearing for Temporary Injunction with Temporary Restraining Order and Order Granting Plaintiff's Motion for Substitute Service** with the date of delivery endorsed thereon by me to: **Maurice Fitzpatrick** at the following email address: **afglawsuit@yahoo.com**, and informed said person of the contents therein, in compliance with state statutes.

My name is Norman Lee Collins, my date of birth is 10/11/1963, and my address is 18601 LBJ Freeway, Suite 650, Mesquite, TX 75150, USA. I declare under penalty of perjury that the foregoing is true and correct. Executed in Dallas County, State of Texas, on the 8th day of January 2025.



Norman Lee Collins
PSC360; EXP. 7/31/2026

Our Job Serial Number: PEL-2024004178
Ref: 18272.0113





Express Litigation <expresslitigation@gmail.com>

Maurice Fitzpatrick - Order Extending Temporary Restraining Order and Setting Hearing for Temporary Injunction with Temporary Restraining Order and Order Granting Plaintiff's Motion for Substitute Service

1 message

Express Litigation <expresslitigation@gmail.com>

To: afglawsuit@yahoo.com

Wed, Jan 8, 2025 at 8:52 AM

Please see the attached documents in fulfillment of the court order for delivery to Maurice Fitzpatrick.

The attached document contains the following:

Order Extending Temporary Restraining Order and Setting Hearing for Temporary Injunction with Temporary Restraining Order and Order Granting Plaintiff's Motion for Substitute Service

**Norman Lee Collins
PSC360
EXP 7.31.2026**

--

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 Maurice Fitzpatrick - Order Extending Temporary Restraining.pdf
554K

EXHIBIT D

CAUSE NO. 24-11876-442

AFG COMPANIES, INC. §
Plaintiff, §
v. §
MAURICE FITZPATRICK §
Defendants. §

FILED
DENTON COUNTY, TEXAS
IN THE DISTRICT COURT
2025 JAN 16 AM 11:37
DAVID TRANTHAM
DISTRICT CLERK
442ND JUDICIAL DISTRICT
BY DEPUTY

DENTON COUNTY, TEXAS

TEMPORARY INJUNCTION

On this day came on to be heard Plaintiff, AFG Companies, Inc.'s ("AFG" or "Plaintiff"), Application for Temporary Injunction, requesting that the Court grant injunctive relief against Defendant Maurice Fitzpatrick ("Fitzpatrick" or "Defendant"). The Court, having considered Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction, evidence presented at the hearing, and the arguments presented, enters the following findings and orders:

The Court finds that through his position of employment, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries' proprietary business processes, services, and methods (collectively the "Confidential Information"). This Confidential Information included information relating to AFG and/or the Subsidiaries' sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data and contact information, vendor data, software applications and data, internal communications, and/or administrative credentials to numerous digital accounts. The Court finds that it will be impossible to accurately measure in monetary terms the damage caused by Fitzpatrick's conduct to AFG and its subsidiaries, Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc., and CareGard Dealer Services, LLC (collectively herein "Subsidiaries").

The Court finds that AFG and Fitzpatrick entered into enforceable agreements whereby Fitzpatrick agreed to return all AFG issued property, including any AFG issued computer, and further agreed not to retain and/or disclose AFG's Confidential Information. The Court also finds that Fitzpatrick has retained his AFG issued computer post-termination of his employment and is utilizing AFG's Confidential Information in contravention of his agreements with AFG.

The Court finds that AFG and its Subsidiaries have been injured by Fitzpatrick's actions, and without the issuance of this Order, AFG and its Subsidiaries will continue to suffer immediate and irreparable injury, loss, or damage. Specifically, Fitzpatrick's misconduct includes, among other things, disclosing, publishing, and/or otherwise misappropriating AFG's Confidential Information. With information retained from his company issued AFG computer after the termination of his employment, Fitzpatrick, utilizing a pseudonym and fictitious email account called "AFGlawsuit@yahoo.com" has contacted AFG partners, customers, Subsidiaries, vendors, and/or other third parties to accuse AFG of false acts and demand they cease any dealings with AFG. Fitzpatrick's disclosing, publishing, and, misappropriation of Confidential Information, as well as his tortious interference with existing and prospective contract and business relations of AFG and its Subsidiaries, is causing incalculable damages in loss of profits, loss of goodwill, and/or damage to its reputation among the industries it serves.

The Court finds that AFG has demonstrated a likelihood of success of prevailing on the merits with respect to its claims, and that AFG and its Subsidiaries do not have an adequate remedy at law because monetary damages alone will not sufficiently redress its injuries. So long as Fitzpatrick's conduct continues, it is impossible to identify the true extent of harm, and the Court finds that the injury to AFG and its Subsidiaries, if Fitzpatrick continues the conduct found, would outweigh any injury the injunction might cause Fitzpatrick. Finally, the issuance of this injunction will not be against the public interest.

IT IS THEREFORE ORDERED that from the date of the entry of this Order, Fitzpatrick, and any of his agents, consultants, partners, representatives, affiliates, and assignees, and all other persons and entities under Fitzpatrick's control, direction, or acting in active concert with Fitzpatrick, who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since his termination;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or the Subsidiaries obtained during Fitzpatrick's employment or at any time since his termination;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Subsidiary's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor of AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Subsidiary's computer(s), websites, email servers/accounts, servers, phones, or other devices;
- i. Directly, or indirectly, communicating with any known vendors.

partners, clients, or employees of AFG or any of the Subsidiaries;

- j. Accessing or attempting to access any of AFG's or any Subsidiary's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers).

IT IS FURTHER ORDERED that this Order shall become effective on the condition that AFG posts a bond in the sum of \$500.00, properly conditioned and securing the payment of such damages not to exceed said sum as may be suffered or sustained by any party who is found to have been wrongfully restrained.

IT IS FURTHER ORDERED that the \$500.00 bond posted by AFG for issuance of the Temporary Restraining Order in this case shall serve as the bond for this Order and satisfies the bond requirement herein.

IT IS FURTHER ORDERED that a trial on the merits will be held before this Court at the Denton County Courts Building located at 1450 E. McKinney St., Denton, Texas, on the 14th day of July 2025 at 9 :00 o'clock AM, unless continued by Order of the Court.
w/ Docket Call on July 7, 2025 at 9 am. Expected length of trial is 3 days.
This Order is effective until further order of this Court or upon entry of final judgment.

SIGNED on January 16, 2025

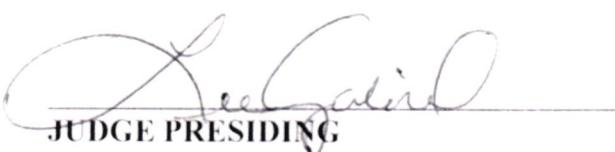

JUDGE PRESIDING

EXHIBIT E

FILED: 12/20/2024 10:49 AM
David Trantham
Denton County Sheriff
By Autumn Kissinger, Deputy

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.

IN THE DISTRICT COURT

Plaintiff,

§ § § § § §

442ND JUDICIAL DISTRICT

MAURICE FITZPATRICK

§§§

Defendants.

DENTON COUNTY, TEXAS

CERTIFICATE FOR EX PARTE RELIEF

“I, the undersigned attorney or party hereby certify and represent to the Court that:

X To the best of my knowledge, no attorney is representing the opposing party in this matter at this time and no attorney has contacted me regarding the representation of the opposing party prior to filing this request for ex parte relief; **OR**,

____ Prior to presenting this request for ex parte relief to the Court for approval, I contacted all attorneys of record and/or all attorneys that have contacted me as to their representation of the opposing party, transmitted a copy of the pleadings and proposed order of the requested ex parte relief, and notified them that I would be presenting this requested ex parte relief to the Court BY SUBMISSION and upon the Court's availability, request that the Court provide a date and time certain for appearance on same;

AND,

After conferring with _____ no attorney of record wishes to be heard prior to the presentment of this request for ex parte relief; **or**,

After conferring with _____, no agreement could be reached as to this request for ex parte relief, and such counsel or party stated that they wished to be heard/present when I SUBMITTED the ex parte relief to the 442nd Judicial District Court and/or they wished to be heard on this matter prior to the Court signing any order for ex parte relief; Such counsel or party is therefore included on the email to the Court Administrator; **or**,

I was unable to confer with _____ opposing counsel, and left a message with _____, an individual in the office of opposing counsel, on (date) _____ at (time) _____ and informed him or her that I would SUBMIT the request for ex parte relief to the 442nd Judicial District Court and they should RESPOND by that time if they wish to be heard on this matter prior to the Court signing any order for ex parte relief. Such counsel or party is therefore included on the email to the Court Administrator. Describe contact with individual in law office including phone and email contact; _____

; or,

After diligent attempts, I was unable to confer with opposing counsel and was further unable to leave a message with any individual in the office of opposing counsel regarding the presentment of this request for ex parte relief. Such counsel or party is therefore included on the email to the Court Administrator. Describe efforts to contact: _____

SIGNED on December 20, 2024.

/s/ Mark L. Hill
Attorney for Petitioner

Automated Certificate of eService

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Melissa Diaz on behalf of Mark Hill
Bar No. 24034868
melissa.diaz@solidcounsel.com
Envelope ID: 95544769
Filing Code Description: Certificate
Filing Description: for Ex Parte Relief
Status as of 12/20/2024 11:06 AM CST

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

EXHIBIT F

CAUSE NO. 24-11876-442**AFG COMPANIES, INC.****IN THE DISTRICT COURT***Plaintiff,*

§

v.**442ND JUDICIAL DISTRICT****MAURICE FITZPATRICK**

§

Defendants.

§

DENTON COUNTY, TEXAS**TEMPORARY RESTRAINING ORDER**

On this day came on to be heard Plaintiff, AFG Companies, Inc.’s (“AFG” or “Plaintiff”), Application for a Temporary Restraining Order, requesting that the Court grant injunctive relief against Defendant Maurice Fitzpatrick (“Fitzpatrick” or “Defendant”). The Court, having considered AFG’s verified Original Petition and Application for Temporary Restraining Order, and the arguments presented therein, enters the following findings and orders:

The Court finds that through his position of employment, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries’ proprietary business processes, services and methods (collectively the “Confidential Information”). This Confidential Information included information relating to AFG and/or the Subsidiaries’ sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts. The Court finds that it will be impossible to accurately measure in monetary terms the damage caused by Fitzgerald’s conduct, as described in AFG’s Original Petition, to AFG and its subsidiaries, Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc., and CareGard Dealer Services, LLC (collectively herein “Subsidiaries” or “Affiliates”).

The Court finds that AFG and its Subsidiaries have been injured by Fitzpatrick's actions described therein, and without the issuance of this Order, AFG and its Subsidiaries will continue to suffer immediate and irreparable injury, loss, or damage if Fitzpatrick's conduct is not enjoined. Specifically, Fitzpatrick's misconduct includes, among other things, disclosing, publishing, and/or otherwise misappropriating AFG's Confidential Information. With information retained from his company issued AFG computer after the termination of his employment, Fitzpatrick, utilizing a pseudonym and fictitious email account called "AFGlawsuit@yahoo.com" has contacted AFG partners, customers, Subsidiaries, vendors, and/or other third parties to accuse AFG of false acts and demand they cease any dealings with AFG. Fitzpatrick's disclosing, publishing, and, misappropriation of Confidential Information, as well as his tortious interference with existing and prospective contract and business relations of AFG and its Subsidiaries, is causing incalculable damages in loss of profits, loss of goodwill, and/or damage to its reputation among the industries it serves.

The Court finds that AFG has demonstrated a likelihood of success of prevailing on the merits with respect to its claims, and that AFG and its Subsidiaries do not have an adequate remedy at law because monetary damages alone will not sufficiently redress its injuries. So long as Fitzpatrick's conduct continues, it is impossible to identify the true extent of harm, and the Court finds that the injury to AFG and its Subsidiaries, if Fitzpatrick continues the conduct described above and in AFG's Original Petition, would outweigh any injury the restraining order and injunction might cause Fitzpatrick. Finally, the issuance of this restraining order and injunction will not be against the public interest.

The Court finds that it is essential that the Court acts immediately, prior to notice to Fitzpatrick and a hearing on the matter, because Fitzpatrick continues to disrupt the business of AFG and its Subsidiaries and will continue to do so.

IT IS THEREFORE ORDERED that from the date of the entry of this Order, Fitzpatrick, and any of his agents, consultants, partners, representatives, affiliates, and assignees, and all other persons and entities under Fitzpatrick's control, direction, or acting in active concert with Fitzpatrick, who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since his termination;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or Affiliate obtained during Fitzpatrick's employment or at any time since his termination;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Affiliate's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor or AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Affiliate's computer(s), websites, email servers/accounts, servers, phones, or other devices;

- i. Directly, or indirectly, communicating with any known vendors, partners, clients, or employees of AFG or any of the Subsidiaries;
- j. Accessing or attempting to access any of AFG's or any Affiliate's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers.

IT IS FURTHER ORDERED that this Order shall become effective on the condition that AFG posts a bond in the sum of \$500.00, properly conditioned and securing the payment of such damages not to exceed said sum as may be suffered or sustained by any party who is found to have been wrongfully restrained.

IT IS FURTHER ORDERED that a hearing on AFG's Application for Temporary Injunction will be held before this Court at the Denton County Courts Building located at 1450 E. McKinney St., Denton, Texas, on the 3rd day of January 2025 at 9:00:00 o'clock am, unless continued by Order of the Court. Fitzpatrick is hereby put on notice that failure to attend the hearing shall result in immediate issuance of a temporary injunction, which shall be deemed to take effect immediately upon the expiration or dissolution of this Order and shall extend during the pendency of this action the same injunctive relief previously granted by this Order.

Unless extended, this Order shall expire on the fourteenth (14th) day following the date and time of this Order.

12/20/2024 4:57:44 pm

Signed on _____, 2024 at _____ o'clock ____ m.

Janet Alexander

JUDGE PRESIDING

Automated Certificate of eService

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Melissa Diaz on behalf of Mark Hill
Bar No. 24034868
melissa.diaz@solidcounsel.com
Envelope ID: 95544769
Filing Code Description: Temporary Restraining Order
Filing Description:
Status as of 12/23/2024 8:40 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/20/2024 10:49:40 AM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	12/20/2024 10:49:40 AM	SENT

EXHIBIT G



SCHIEF & STONE, L.L.P.
Legal counsel based on solid principles.

*Jennifer Owens, Legal Assistant
Direct Dial: (214) 472-2185
jennifer.owens@solidcounsel.com*

December 26, 2024

Via Electronic Filing

442nd District Court of Denton County Texas
1450 E. McKinney Street, 4th Floor
Denton, TX 76209

Re: Cause No. 24-11876-442 *AFG Companies Inc., v. Maurice Fitzpatrick*; In the
442nd District Court of Denton County, Texas.

Dear Clerk of the Court:

Please allow this letter to serve as a request for the issuance of a TRO Notice in the above referenced matter. The fee has been paid.

If you have any questions or concerns, please do not hesitate to contact me.

Very best regards,

/s/ Jennifer Owens
Jennifer Owens
Paralegal

:jo
Enclosures

Automated Certificate of eService

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

Jennifer Owens on behalf of Leslie Sanderson

Bar No. 24062720

jennifer.owens@solidcounsel.com

Envelope ID: 95654586

Filing Code Description: Request for Issuance of

Filing Description: Temporary Restraining Order

Status as of 12/26/2024 4:16 PM CST

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	12/26/2024 3:58:23 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	12/26/2024 3:58:23 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	12/26/2024 3:58:23 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	12/26/2024 3:58:23 PM	SENT

EXHIBIT H

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.

IN THE DISTRICT COURT

Plaintiff,

§

v.

442ND JUDICIAL DISTRICT

MAURICE FITZPATRICK

§

Defendant.

§ DENTON COUNTY, TEXAS

**ORDER EXTENDING TEMPORARY RESTRAINING ORDER AND
SETTING HEARING FOR TEMPORARY INJUNCTION**

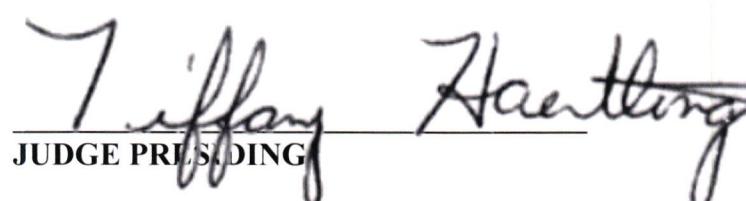
On this day came for hearing Plaintiff AFG Companies, Inc.'s ("AFG" or "Plaintiff") Application for Temporary Injunction. After appearance of counsel for Plaintiff, and review of the status of service upon Defendant Maurice Fitzpatrick ("Fitzpatrick" or "Defendant"), the Court finds that the Temporary Restraining Order previously entered on December 20, 2024, attached hereto as Exhibit A, should be extended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Temporary Restraining Order entered on December 20, 2024, is extended so that all terms remain in force and effect up to and including January 14, 2025, and that the bond previously paid shall remain in effect up to and including January 14, 2025.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hearing on Plaintiff's Application for Temporary Injunction is reset to January 14, 2025, at 9:00 am, in the 442nd District Court, located at 1450 E. McKinney Street, Fourth Floor, Denton County, Texas 76209.

SIGNED on

1/3/2025 11:54:38 am


Tiffany Haertling
JUDGE PRESIDING

CAUSE NO. 24-11876-442

AFG COMPANIES, INC. § **IN THE DISTRICT COURT**
§
Plaintiff, §
v. § **442ND JUDICIAL DISTRICT**
MAURICE FITZPATRICK §
§
Defendants. § **DENTON COUNTY, TEXAS**

TEMPORARY RESTRAINING ORDER

On this day came on to be heard Plaintiff, AFG Companies, Inc.'s ("AFG" or "Plaintiff"), Application for a Temporary Restraining Order, requesting that the Court grant injunctive relief against Defendant Maurice Fitzpatrick ("Fitzpatrick" or "Defendant"). The Court, having considered AFG's verified Original Petition and Application for Temporary Restraining Order, and the arguments presented therein, enters the following findings and orders:

The Court finds that through his position of employment, Fitzpatrick gained access to confidential and protected information concerning AFG and its Subsidiaries' proprietary business processes, services and methods (collectively the "Confidential Information"). This Confidential Information included information relating to AFG and/or the Subsidiaries' sales data and history, product/service pricing data, marketing programs and materials, research and development, customer data, vendor data, software applications and data, internal communications, and administrative credentials to numerous digital accounts. The Court finds that it will be impossible to accurately measure in monetary terms the damage caused by Fitzgerald's conduct, as described in AFG's Original Petition, to AFG and its subsidiaries, Automotive Financial Group, Inc., CareGard Warranty Services, Inc., AFG Technologies, LLC, Prime Reserve Plus, Inc., DaidaX, Inc., and CareGard Dealer Services, LLC (collectively herein "Subsidiaries" or "Affiliates").

The Court finds that AFG and its Subsidiaries have been injured by Fitzpatrick's actions described therein, and without the issuance of this Order, AFG and its Subsidiaries will continue to suffer immediate and irreparable injury, loss, or damage if Fitzpatrick's conduct is not enjoined. Specifically, Fitzpatrick's misconduct includes, among other things, disclosing, publishing, and/or otherwise misappropriating AFG's Confidential Information. With information retained from his company issued AFG computer after the termination of his employment, Fitzpatrick, utilizing a pseudonym and fictitious email account called "AFGlawsuit@yahoo.com" has contacted AFG partners, customers, Subsidiaries, vendors, and/or other third parties to accuse AFG of false acts and demand they cease any dealings with AFG. Fitzpatrick's disclosing, publishing, and, misappropriation of Confidential Information, as well as his tortious interference with existing and prospective contract and business relations of AFG and its Subsidiaries, is causing incalculable damages in loss of profits, loss of goodwill, and/or damage to its reputation among the industries it serves.

The Court finds that AFG has demonstrated a likelihood of success of prevailing on the merits with respect to its claims, and that AFG and its Subsidiaries do not have an adequate remedy at law because monetary damages alone will not sufficiently redress its injuries. So long as Fitzpatrick's conduct continues, it is impossible to identify the true extent of harm, and the Court finds that the injury to AFG and its Subsidiaries, if Fitzpatrick continues the conduct described above and in AFG's Original Petition, would outweigh any injury the restraining order and injunction might cause Fitzpatrick. Finally, the issuance of this restraining order and injunction will not be against the public interest.

The Court finds that it is essential that the Court acts immediately, prior to notice to Fitzpatrick and a hearing on the matter, because Fitzpatrick continues to disrupt the business of AFG and its Subsidiaries and will continue to do so.

IT IS THEREFORE ORDERED that from the date of the entry of this Order, Fitzpatrick, and any of his agents, consultants, partners, representatives, affiliates, and assignees, and all other persons and entities under Fitzpatrick's control, direction, or acting in active concert with Fitzpatrick, who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from:

- a. Directly or indirectly disclosing or otherwise using any Confidential Information and/or other proprietary information relating to AFG, any of the Subsidiaries, or their clients and vendors, obtained during Fitzpatrick's employment or at any time since his termination;
- b. Directly or indirectly disclosing, using, and/or publishing, in any manner, any information concerning AFG or any of the Subsidiaries that Fitzpatrick became aware of during his employment;
- c. Possessing, accessing, publishing, and/or otherwise using any information related to any client, customer, partner, or vendor of AFG or Affiliate obtained during Fitzpatrick's employment or at any time since his termination;
- d. Possessing, accessing, and using any and all administrative credentials, log-ins, passwords, codes, and other data from any digital platforms, accounts, social media sites, or websites related to AFG or any of the Subsidiaries;
- e. Inducing any existing employee, partner, vendor, or client to terminate or breach their contract or business relationship with AFG or any of the Subsidiaries;
- f. Directly or indirectly accessing, transferring, downloading, or otherwise using any of AFG's or any Affiliate's trade secrets, confidential, and/or proprietary information;
- g. Directly or indirectly accessing, transferring, downloading, or otherwise using any trade secrets and confidential, and/or proprietary information of any client or vendor or AFG or any of the Subsidiaries;
- h. Directly or indirectly using, downloading, transferring, or disclosing, to any person or entity, any information Fitzpatrick acquired from accessing AFG's or any Affiliate's computer(s), websites, email servers/accounts, servers, phones, or other devices;

- i. Directly, or indirectly, communicating with any known vendors, partners, clients, or employees of AFG or any of the Subsidiaries;
- j. Accessing or attempting to access any of AFG's or any Affiliate's computers, email accounts (including but not limited to Maurice Fitzpatrick's previous AFG email account, electronic devices, phones, and servers.

IT IS FURTHER ORDERED that this Order shall become effective on the condition that AFG posts a bond in the sum of \$500.00, properly conditioned and securing the payment of such damages not to exceed said sum as may be suffered or sustained by any party who is found to have been wrongfully restrained.

IT IS FURTHER ORDERED that a hearing on AFG's Application for Temporary Injunction will be held before this Court at the Denton County Courts Building located at 1450 E. McKinney St., Denton, Texas, on the 3rd day of January 2025 at 9:00:00 o'clock am, unless continued by Order of the Court. Fitzpatrick is hereby put on notice that failure to attend the hearing shall result in immediate issuance of a temporary injunction, which shall be deemed to take effect immediately upon the expiration or dissolution of this Order and shall extend during the pendency of this action the same injunctive relief previously granted by this Order.

Unless extended, this Order shall expire on the fourteenth (14th) day following the date and time of this Order.

Signed on 12/20/2024 4:57:44 pm, 2024 at _____ o'clock ____ m.


Anna A. Alvarado
JUDGE PRESIDING

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Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

barbara.blaylock@solidcounsel.com

Envelope ID: 95827010

Filing Code Description: Order Extending Temporary Restraining Order

Filing Description: and Setting Hearing for Temporary Injunction

Status as of 1/3/2025 3:51 PM CST

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	1/3/2025 11:31:21 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/3/2025 11:31:21 AM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/3/2025 11:31:21 AM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/3/2025 11:31:21 AM	SENT

EXHIBIT I

CAUSE NO. 24-11876-442

AFG COMPANIES, INC., § IN THE DISTRICT COURT
§
Plaintiff, §
§
vs. § 442ND JUDICIAL DISTRICT
§
MAURICE FITZPATRICK, §
§
Defendant. § DENTON COUNTY, TEXAS

PLAINTIFF'S MOTION FOR SUBSTITUTE SERVICE

COMES NOW Plaintiff AFG Companies, Inc. ("Plaintiff") and files this Motion for Substitute Service requesting that the Court allow Plaintiff to serve Defendant Maurice Fitzpatrick ("Defendant") through substituted means, including by e-mail and by affixing documents to the door of his usual place of residence, and would respectfully show the Court as follows:

I. BACKGROUND

1. Plaintiff has attempted personal service upon Defendant numerous times in the prior two weeks since filing of this matter. On behalf of Plaintiff, process server Brian K. Lewis is authorized to serve process upon Defendant pursuant to TEX. R. CIV. P. 103.

2. Service of citation on Defendant at his usual place of residence or abode, 2300 Timberline Drive, #138, Grapevine, Texas 76051, has been attempted unsuccessfully on multiple occasions. Such attempts are reflected in the Declaration in Support of Motion for Substituted Service attached hereto as **Exhibit A**.

3. On December 27, 2024, at 1:50 pm., Mr. Lewis attempted service on Defendant at 2300 Timberline Drive, #138, Grapevine, Texas 76051. He received no answer at the door. After receiving no answer at the door, Mr. Lewis confirmed with the leasing agent for the property that

Apartment #138 is currently occupied by Defendant. Subsequently, Mr. Lewis received no answer at the door on three additional occasions occurring during different times of day on December 30, 2024, December 31, 2024, and January 2, 2025.

4. Mr. Lewis believes the most reasonable and effective way to give Defendant actual notice of this suit as well as the Temporary Restraining Order and Order Extending Temporary Restraining Order and Setting Hearing issued by the Court is to affix the subject documents to the front door at Defendant's usual place of abode, at 300 Timberline Drive, #138, Grapevine, Texas 76051.

5. Additionally, Plaintiff and Defendant had a prior employment relationship. Defendant has recently communicated directly with Plaintiff, Plaintiff's counsel, and numerous other third-parties, utilizing the email address: afglawsuit@yahoo.com. As a result, service through email at the identified email address will also be reasonably effective to give Defendant notice of the lawsuit and the Temporary Restraining Order and Order Extending Temporary Restraining Order and Setting Hearing issued in this case.

II. ARGUMENT AND AUTHORITIES

6. The Texas Rules of Civil Procedure authorize the Court, "upon motion supported by affidavit," to authorize service by "any other manner, including electronically by social media, email, or other technology, that the statement or other evidence shows will be reasonably effective to give the defendant notice of the suit." TEX. R. CIV. P. 106(b)(2)."

7. Plaintiff requests authorization from this Court for service of Citation, Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Restraining Order, and Order Extending Temporary Restraining Order and Setting Hearing on Defendant Maurice Fitzpatrick through email at the following email address: afglawsuit@yahoo.com and by affixing

the documents to the front door at Defendant's usual place of abode, 300 Timberline Drive, #138, Grapevine, Texas 76051.

III. PRAYER

Plaintiff requests authorization from the Court for service of Defendant Maurice Fitzpatrick through the substituted manner described above, and for such other and further relief to which it is justly entitled.

Respectfully submitted,

By:/s/ Mark L. Hill

MARK L. HILL

State Bar No. 24034868

Mark.hill@solidcounsel.com

LESLIE M. SANDERSON

State Bar No. 24062720

Leslie.sanderson@solidcounsel.com

SCHEEF & STONE, LLP

2600 Network Blvd., Suite 400

Frisco, Texas 75034

Tel.: (214) 472-2100

Fax: (214) 472-2150

ATTORNEYS FOR PLAINTIFF

AFG COMPANIES, INC.

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.,	§	IN THE DISTRICT COURT
	§	
	§	
Plaintiff(s),	§	
vs.	§	442ND JUDICIAL DISTRICT
	§	
	§	
MAURICE FITZPATRICK,	§	
	§	
	§	DENTON COUNTY, TEXAS
Defendant(s).	§	

DECLARATION IN SUPPORT OF MOTION FOR SUBSTITUTED SERVICE

My name is Brian K. Lewis. I am over the age of eighteen (18) years, fully competent to testify to the matters stated herein, and am not a party to or interested in the outcome in the above styled and numbered cause. I am authorized and certified by the Texas Supreme Court under T.R.C.P. 103 to serve process. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct.

It is impractical to secure service of process on defendant MAURICE FITZPATRICK, in the above entitled and numbered cause, in person, a true and correct copy of the CITATION and PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION AND TEMPORARY RESTRAINING ORDER, TEMPORARY RESTRAINING ORDER, AND ORIGINAL PETITION AND APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION Personal service is impractical because said defendant absents themselves and thereby evades service.

I believe the most reasonable, effective way to give said defendant actual notice of this suit is to deliver a copy of said documents to anyone over the age of sixteen (16), or by affixing to the front door at the defendant's usual place of abode, 2300 TIMBERLINE DRIVE #138, GRAPEVINE, TX 76051.

I have attempted to personally deliver said documents upon the defendant on the following days and times, but have been unsuccessful for the following reasons:

Thursday, December 26, 2024, 5:20 PM - CITATION and PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION AND TEMPORARY RESTRAINING ORDER, TEMPORARY RESTRAINING ORDER AND PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION came to my hand.

Friday, December 27, 2024 1:50 PM - I attempted to deliver said documents to Maurice Fitzpatrick at 2300 Timberline Drive, #138, Grapevine, TX 76051 and received no answer. I put a door hanger notice on the door with my contact information on it on the door. I drove to the leasing office and spoke to a leasing agent named Angel. He confirmed to me that the apartment is currently occupied by Maurice Fitzpatrick.

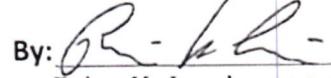
Monday, December 30, 2024 7:45 PM - I attempted service at 2300 Timberline Drive, #138, Grapevine, TX and received no answer. My door hanger notice from my previous attempt AT 2300 TIMBERLINE DRIVE #138 - had been removed.

Tuesday, December 31, 2024 8:05 AM - I attempted service at 2300 Timberline Drive, #138, Grapevine, TX and received no answer.

Thursday, January 2, 2025 7:25 AM - I attempted service at 2300 Timberline Drive, #138, Grapevine, TX and received no answer. I taped my business card to the door.

My name is Brian K. Lewis, I am at least 18 years old, and my business address is 5470 L.B.J. Freeway, Dallas, Texas, 75240 in the county of Dallas, United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on Friday, January 3, 2025

By: 

Brian K. Lewis - PSC 10485 - Exp 08/31/25

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Barbara Blaylock on behalf of Mark Hill
Bar No. 24034868
barbara.blaylock@solidcounsel.com
Envelope ID: 95884018
Filing Code Description: Motion for Substituted Service
Filing Description: (Plaintiff's)
Status as of 1/6/2025 2:04 PM CST

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
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Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 12:50:21 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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steven ovando		steven.ovando@solidcounsel.com	1/6/2025 12:50:21 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 12:50:21 PM	SENT

EXHIBIT J

CAUSE NO. 24-11876-442

AFG COMPANIES, INC., }
Plaintiff, } IN THE DISTRICT COURT
v. } 442nd JUDICIAL DISTRICT
MAURICE FITZPATRICK, } DENTON COUNTY, TEXAS
Defendant. }

**FITZPATRICK'S SPECIAL APPEARANCE TO
CHALLENGE JURISDICTION AND VENUE**

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW **Maurice Fitzpatrick** (hereinafter "Fitzpatrick"), in the above-captioned cause, filing this **Special Appearance** pursuant to Rule 120a of the Texas Rules of Civil Procedure to challenge this Court's jurisdiction and venue. In support of this **Special Appearance**, Fitzpatrick respectfully shows the Court and states under penalty of perjury as follows:

I. INTRODUCTION

1. This Special Appearance is filed solely to contest this Court's jurisdiction over Fitzpatrick and to object to venue in Denton County, Texas, as ongoing and related litigation exists in Tarrant County (Cause Number 017-352358-24), including Notice of Appeal.

2. By virtue of being previously served with one or more legal pleadings in an existing, related, and pending cause in Tarrant County (Cause Number 017-352358-24), Plaintiff and its counsel, Scheef and Stone, LLP, is not only fully aware of Fitzpatrick, but equally aware of the Tarrant County action where Fitzpatrick has a motion pending. Fitzpatrick's pending Tarrant County motion is attached hereto as Exhibit A. Fitzpatrick's subsequent Notice of Appeal, filed in Tarrant County, is attached hereto as Exhibit B.

3. Fitzpatrick contends that this apparent action against him in Denton County is purely an ambush by Plaintiff and their attorney(s) of record, Scheef and Stone, LLP, involving an egregious abuse of process and malicious prosecution that involves defamatory, frivolous, and overwhelmingly false and exaggerated oral and written *ex parte* communications in Denton County that Fitzpatrick was not noticed, was not present for, privy to, nor has Fitzpatrick been properly served in accordance with Texas Rules of Civil Procedure.

4. Upon information and belief, this recent *ex parte* and forum-shopping strategy of Plaintiff and their attorney(s) of record, Scheef and Stone, LLP, outside of Tarrant County where related litigation is ongoing, is intended to gain a seemingly favorable outcome against Fitzpatrick to not only silence his free speech in matters of public importance, but to intimidate Fitzpatrick, retaliate against him, and dissuade him from bringing facts and evidence of Plaintiff's corrupt and illegal business practices to the Court in Tarrant County where litigation is ongoing and related. Furthermore, upon information and belief, the foregoing is additionally intended to

prevent and/or impair Fitzpatrick's ability from bringing his own claims for relief seeking damages resultant of Plaintiff's conduct, their corrupt and illegal business practices which are presently and have been at issue in the Tarrant County case.

5. This Court (Denton County) lacks jurisdiction over Fitzpatrick and should dismiss this case, with prejudice, for want of jurisdiction.

6. The Plaintiff's service of process is improper, defective, and in violation of Texas state law and federal law.

7. The Plaintiff's extra-curricular activities, that include misrepresentations in *ex parte* communications, by and through counsel of record, for and on behalf of Plaintiff, constitutes a fraud being perpetrated upon the court and there is no substantial connection between Fitzpatrick and Denton County, Texas, either residentially, through the conduct of business, or otherwise. Fitzpatrick's only connection to Denton County is this present ambush and forum shopping activities of Plaintiff (and their attorneys of Scheef and Stone, LLP).

II. OBJECTION TO JURISDICTION AND VENUE

No Substantial Connection to Denton County

8. During Fitzpatrick's employment with Plaintiff in Tarrant County, until shortly following his wrongful and retaliatory termination in October 2024, Fitzpatrick resided in Tarrant County, Texas, and Fitzpatrick has no business operations, contracts, contacts, or any substantial connections to Denton County, Texas.

9. The alleged events and/or occurrences giving rise to Plaintiff's dispute occurred in Tarrant County, Texas, where related and ongoing litigation is pending in the 17th District Court

of Tarrant County of which Plaintiff and its counsel at Scheef and Stone, LLP are and have been fully aware since Fitzpatrick's (Movant's) Motion to Intervene filed in that Court on November 12, 2024.

Improper Service of Process

10. Plaintiff failed to properly serve Fitzpatrick with process in this matter as required by Texas Rule of Civil Procedure 106. The only notice Fitzpatrick received was via email from Plaintiff's counsel, without any prior notice, which does not satisfy procedural requirements. Fitzpatrick does not agree that Plaintiff has met procedural requirements to confer jurisdiction and venue upon this Court or sustain this action further, and the questionable methods Plaintiff and their counsel employed to obtain seemingly favorable decision is done outside the Court's jurisdiction and this matter (and/or its attempt) should be referred to the State Bar of Texas for investigation.

Forum Shopping

11. Plaintiff's initiation of this case in Denton County is a clear attempt at forum shopping to gain a tactical advantage and avoid or circumvent the Tarrant County court where related issues are already pending. Furthermore, this case in Denton County is a blatant attempt by Plaintiff and its counsel at Scheef and Stone, LLP to interfere with and obstruct the substantial Constitutional and legal rights and interests of Fitzpatrick and to isolate Fitzpatrick's related claims, facts, evidence, and information from the Tarrant County case where it is pending and proper, without his consent, because Fitzpatrick's claims, facts, evidence, and information strike

at the heart of the breach of contracts, business issues and other claims in the Tarrant County case having related parties.

Continued Intimidation and Harassment

12. The instant action is an attempt on the part of Plaintiff and its counsel Scheef and Stone, LLP, who are well aware of the ongoing litigation in the 17th District Court of Tarrant County, to intimidate Fitzpatrick into silence about a matter of public concern and a matter in which Fitzpatrick has suffered immeasurable damages up to and including homelessness as a direct and proximate cause of Plaintiff's fraudulent and illegal conduct, in violation of Texas' Anti-SLAPP Laws among other state and federal laws.

III. RELATED LITIGATION IN TARRANT COUNTY

13. On November 11, 2024, Fitzpatrick filed a **Motion to Intervene** in related litigation pending in Tarrant County, Texas, styled *AFG Companies, Inc. v. Genuine Lifetime, LLC and Tyler Luck*, Cause No. 017-352358-24.

14. Despite the passage of nearly two months, the Tarrant County court has not yet ruled on Fitzpatrick's (Movant's) Motion to Intervene, attached hereto as Exhibit A.

15. On January 6, 2025, Fitzpatrick filed a Notice of Appeal in the Tarrant County case to preserve his Constitutional, legal rights and interests due to the court's delay in ruling. A copy of that filing is attached hereto as Exhibit B.

IV. LEGAL STANDARD

16. Under Rule 120a of the Texas Rules of Civil Procedure, Fitzpatrick may (and he does so here) file this Special Appearance to object to the jurisdiction and/or venue of the court.

17. The Special Appearance must be the first filing of Fitzpatrick, and Fitzpatrick must assert that Fitzpatrick or his property is not amenable to process issued by the court.

18. Fitzpatrick hereby makes such Special Appearance by this first filing.

19. Fitzpatrick hereby makes the requisite assertion(s) by this filing that he or his property is not amenable to process issued by the Denton County court.

20. The court shall determine and sustain the Special Appearance based on the pleadings, affidavits, discovery results, and any oral testimony.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court:

1. Sustain this, Fitzpatrick's Special Appearance, and dismiss this case with prejudice for lack of jurisdiction and/or want of jurisdiction over Fitzpatrick in Denton County.
2. Alternatively, without waiver of this Special Appearance in Denton County, transfer this case in its entirety (to include all filings, documents, records, and complete written and audio recordings and transcripts of all hearings and *ex parte* communications) to Tarrant County, Texas, where related litigation (Cause No: 017-352358-24) is pending.
3. Grant Fitzpatrick such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Maurice Fitzpatrick

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Fitzpatrick's Motion to Intervene, filed in Tarrant County, November 12, 2024

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

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IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#ii566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the ERA and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:15:00 PM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	11/12/2024 12:15:00 PM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick
 Mr. Maurice Fitzpatrick
 Intervenor
 Phone: (214) 694-1551
 Email: afglawsuit@yahoo.com

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Status as of 11/12/2024 1:04 PM CST

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Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

EXHIBIT B

Fitzpatrick's Notice of Appeal, filed in Tarrant County, January 6, 2025

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, (hereinafter “Movant”), files this **Notice of Appeal** pursuant to the Texas Rules of Appellate Procedure. Movant appeals this Court’s failure to rule on his **Motion to Intervene**, filed on November 11, 2024 (attached hereto as Exhibit A). Movant asserts that at this juncture and following related questions to Court staff since filing of the motion, the Court’s failure to set a hearing and/or issue a ruling on his Motion to Intervene constitutes a de facto denial of the motion and since, has significantly and severely prejudiced Movant’s rights and interests, has subjected Movant to a continuation of retaliatory conducts on the part of AFG and it’s counsel Scheef and Stone, LLP, exacerbating Movant’s financial and other damages.

I. BASIS FOR APPEAL

1. Movant filed a Motion to Intervene in this action on November 11, 2024, seeking leave of the Court to protect his rights and substantial interest in the claims and defenses at issue and to bring additional related claims to breach of contract and other claims already at issue.

2. Despite the passage of nearly two months, this Court has not issued a ruling on Movant's Motion to Intervene. This inaction has effectively denied Movant's right to participate in the litigation, exacerbating his damages, and depriving him of due process and the opportunity to assert his claims and defenses.

3. Under Texas law, a denial of a Motion to Intervene is a final and appealable order. Movant contends that the lack of a ruling is equivalent to a denial, justifying appellate review.

4. Movant intends to seek appellate review of this Court's failure to rule on his Motion to Intervene and he reserves all rights, particularly the right to amend this appeal if and when the Court schedules a hearing and/or issues a ruling on his Motion to Intervene.

II. PROTECTIVE FILING

5. This Notice of Appeal is filed protectively to preserve Movant's rights and to ensure that any appealable issues are not waived by inaction.

6. Movant acknowledges that the appellate process may remain pending until the resolution of the underlying case involving the existing parties, and Movant agrees to comply with all procedural requirements to facilitate appellate review.

III. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully provides notice of his intent to appeal to the appropriate appellate court. Movant seeks appellate review of this Court's failure to rule on his Motion to Intervene and any related matters, and requests all relief to which he may be entitled:

Respectfully submitted,

Maurice Fitzpatrick
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

IV. EXHIBITS

EXHIBIT A

A Copy of Movant's **Motion to Intervene** filed in Tarrant County on November 11, 2024.

CAUSE NO. 017-352358-24

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

MOTION TO INTERVENE

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, **Maurice Fitzpatrick** (hereinafter “Movant”), respectfully moves this honorable Court for leave to intervene in the above-captioned action pursuant to **Texas Rule of Civil Procedure 60**, and in support thereof states as follows:

I. INTERESTS OF THE MOVANT

1. Movant was employed by **AFG Companies, Inc. (AFG)** from **March 18, 2024**, until his abrupt and wrongful termination on **October 30, 2024**. During his employment, Movant was **fraudulently induced** to serve as **Software Engineer and Lead Integration Developer** for AFG without being informed of the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**. The ERA, which Movant now knows binds AFG to

refrain from marketing and developing competing artificial intelligence (AI) products and solutions against BEN, was breached by AFG, and Movant was unwittingly involved in these competing initiatives without his knowledge or consent. Movant's subsequent **wrongful termination** resulted from his raising questions and concerns about these unethical and fraudulent practices.

2. The claims presented in the current action are derived from the same set of agreements and transactions described in the S-4 Registration Statement¹ filed with the United States Securities and Exchange Commission (SEC) on February 5, 2024. Specifically:

- a. The Business Combination Agreement and Plan of Reorganization, dated September 7, 2023 (Annex A of the S-4 Registration)², which forms the basis of the ongoing relationship between AFG and BEN, including between AFG and Genuine Lifetime, LLC (GL) and Defendant Tyler J. Luck.
- b. The Exclusive Reseller Agreement (ERA), signed and dated August 19, 2023 (Annex F of the S-4 Registration)³, binding AFG not to market against BEN or develop competing AI solutions.
- c. The Subscription Agreements for Common Stock, dated September 7 and 29, 2023 (Annex G)⁴, and the Private Subscription Agreement, dated September 29, 2023 (Annex H)⁵, detailing the financial interests of the parties involved.

3. Movant's employment was intentionally misstated and grossly misrepresented by AFG prior to and leading up to his hiring. Movant was fraudulently induced into accepting

¹ <https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm>

² https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxa

³ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxf

⁴ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxg

⁵ https://www.sec.gov/Archives/edgar/data/1838163/000119312524023535/d566788ds4a.htm#i566788_anxh

employment under false pretenses and through material misrepresentations by AFG. Movant was abruptly terminated via email in retaliation for attempting to understand and reconcile the true nature of his employment.

4. Movant suffered immediate and substantial financial harm, damage to his professional reputation, and emotional distress as a direct and/or proximate result of the conduct of AFG and other present parties. None of the existing parties represent Movant's rights, interests, or his unique position in this matter.

II. GROUNDS FOR INTERVENTION

5. Movant's employment was used by AFG to carry out activities that directly contravened the ERA, as evidenced by statements made by David Duggan (CTO of AFG) during a meeting on October 11, 2024, wherein Mr. Duggan explicitly acknowledged the ERA and AFG's efforts to circumvent it (see Exhibit A), as well as agreements described in the S-4 Registration Statement, to which Defendant Tyler J. Luck is also a party. Movant's claims arise from the same business dealings and the same set of facts, and he possesses unique evidence of fraudulent inducement, misrepresentation, and breaches of contractual obligations by AFG, which are critical to determining the true nature of the business activities in question.

6. Movant's interests will be impaired if not allowed to intervene, as the outcome of the current litigation directly affects his rights and ability to seek redress for fraudulent employment practices and wrongful termination. Furthermore, no existing party adequately represents Movant's interests, as none are positioned to present evidence of AFG's misrepresentations and fraudulent inducement of employees or its unethical conduct aimed at undermining BEN,

defrauding investors, stakeholders, the public-at-large, and manipulating publicly traded securities.

III. LEGAL STANDARDS FOR INTERVENTION

7. Pursuant to **Texas Rule of Civil Procedure 60**, Movant may intervene as long as he has a **justiciable interest** in the subject matter of the lawsuit. The Texas Supreme Court has held that a party has a justiciable interest if they could have brought the action themselves, or if their interests will be affected by the litigation's outcome. Movant's interest in exposing the fraudulent practices by AFG and others, which include the breach of agreements central to this case, satisfies the requirements for intervention.

8. Movant's claims are **directly linked** to the contractual breaches and fraudulent conduct alleged in this case. Movant's **right to redress** will be significantly affected by the outcome of this litigation, and his unique position is essential to fully elucidate the wrongful acts committed by **AFG**.

9. Additionally, under Texas law, intervention is appropriate where the intervenor's interests are **not adequately represented** by the current parties. Movant has unique knowledge and evidence regarding AFG's actions that have not been presented by any of the existing parties. Therefore, Movant's participation is essential to ensure all relevant facts are brought before the Court.

IV. RESPONSE TO POTENTIAL MOTION TO STRIKE

10. Movant anticipates that Plaintiff or Defendants may file a **motion to strike** this intervention. Movant asserts that such a motion should be denied for the following reasons:

1. **Direct and Substantial Interest:** Movant's claims are directly connected to the agreements and actions forming the basis of this lawsuit. Specifically, the fraudulent employment practices and subsequent wrongful termination are inextricably linked to AFG's business dealings with BEN and Defendant Tyler J. Luck.
2. **No Prejudice to Existing Parties:** Movant's intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Rather, Movant's claims and evidence will contribute to a more complete understanding of the facts and will support the Court's determination of whether AFG and/or Defendants GL and Mr. Tyler Luck acted in breach of its contractual obligations and engaged in fraudulent practices.
3. **Unique Perspective:** Movant provides a unique perspective and evidence regarding the **ERA** and AFG's internal actions, which are crucial for determining the legitimacy of AFG's claims against Defendants and assessing the full extent of the misconduct at issue.

V. PRAYER FOR RELIEF

WHEREFORE, Movant respectfully requests that this Court grant this Motion to Intervene, allowing Movant to participate as an injured intervening party in this action, and for such other and further relief as the Court deems just and proper. Movant further requests that the

Court grant adequate leave to prepare and file his initial complaint against one and/or more of the present parties, supported by oath and/or affidavit where necessary, and to allow the submission of additional evidence, deposition rights, or participation in pretrial discovery as needed to fully present Movant's claims.

Respectfully submitted,

Maurice Fitzpatrick
2300 Timberline Drive, A138
Grapevine, Texas 76051
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

VI. EXHIBITS

EXHIBIT A

Transcript of conversation with Dave Duggan (CTO) and Jason De LaPorte (President) of AFG, dated **October 11, 2024**, which includes discussions on AFG's efforts to circumvent the **Exclusive Reseller Agreement (ERA)** between AFG and **Brand Engagement Network, Inc. (BEN)**.

The following is a verbatim, transcribed portion of a recent conversation I personally had with Dave Duggan (CTO) and Jason De LaPorte (President) of Automotive Financial Group, Inc. at 1900 Champagne, Grapevine, TX 76051 (AFG), October 11, 2024 @ approx. 2:30 PM CST. Yesterday morning, Wednesday, October 30, 2024, I was retaliated against and wrongfully terminated (by email) from AFG because I was asking certain questions of executive leadership about the true nature of the Software Engineering work, that without full disclosure and under false pretenses, I (and several others) was hired to do. I found out for the first time during this particular conversation on October 11, 2024 (transcribed below) of the existence of an "*Exclusive Reseller Agreement*" (ERA) that apparently legally binds AFG to a non-compete forbidding the direct or indirect development or engagement in competing solutions. The below words of Dave Duggan will show the existence of a wider conspiracy amongst AFG leadership and others, including Mr. Wright Brewer, to clandestinely circumvent the ERA between AFG and Brand Engagement Network, Inc. (BEN, BenAI, etc.) of which Mr. Tyler J. Luck is the Chief Product Officer.

Start of Transcription:

"Those guys ended up turning out to be crooks.

We have a meeting on Monday with the Chairman of that company and another Board Member of that company to walk them thru all the criminal activities that their primary owner and investor are involved in.

So, what happened, is, we built our team, they were supposed to build a team. They didn't build a team. They were supposed to bring AI solutions that worked. Their AI solutions didn't work. So, we had to figure out, how do we protect Wright Brewer and AFG and this investment that he's making in modernizing the automotive industry with artificial intelligence solutions when we don't know if we're going to have an AI company available. Oh, by the way, Wright Brewer has an Exclusive Reseller Agreement that is a bi-directional agreement between AFG and BenAI where BenAI is the Artificial Intelligence Company. And in that Agreement, we (AFG) cannot build, develop competing solutions against BenAI. We can't do it.

However, they also have obligations on their side which they have not fulfilled. So, we've had to create an environment where we focus on getting the data, automating the data solutions, building the framework,

the platform, laying the foundation for where we're going to take this business over the next five (5) years. Develop the five (5) year plan that takes this company to a billion dollars deploying AI solutions thru our Symphainy platform across the automotive industry. He (Jason De LaPorte) and I have been going out and meeting with OEMs, the Distributor Groups, Dealer Groups and Dealers, talking about this solution. And they're all in, they're ready to go. We're not going to deploy a solution that doesn't work. AI.

So now let's talk about AI. Uhmm. The BenAI solution didn't work because they couldn't do Oddo. Meaning, they could not go into a database, grab data, and spit out a right answer. They couldn't do that. They could not provide graphs or charts or anything. They did not have a base of technology that translated conversational AI into an answer, into data, from an automotive dealer's data. It didn't work so we had to go do research and find a Plan B. So, we did a systems engineering trade study on what other packages were available off the shelf. We can't go develop it because that would be us developing competing solutions. And go find what alternatives were available off the shelf that we can integrate with to solve that problem, creating an environment where if we solve that problem, if we need to apply, if if the relationship between AFG and Ben BenAI works out and we still we're still under the Reseller Agreement we can use their avatars we can use their automated speech recognition, we can use all this stuff.

The amount of crap that we have been dealing with behind the scenes would make you eyeballs fall out. The reason you don't see me in there. The reason you rarely see him (Jason De LaPorte) in there is because we are dealing with all of that for Wright Brewer. We're trying to help Wright Brewer not lose \$32 Million Dollars. We're just trying to help Wright Brewer not lose the ten and a half (\$10.5) Million Dollars he's already invested in all these technologies in dealing with these criminals, right. Uhh, and we're trying to help Wright Brewer have a technology company that can go start delivering AI solutions to the AI market when all this shit gets worked-out. Okay."

End of Transcription:

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CAUSE NO. 017-352358-24

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

ORDER GRANTING MOTION TO INTERVENE

On this day, the Court considered the **Motion to Intervene** filed by **Maurice Fitzpatrick** (“**Intervenor**” or “**Movant**”) in the above-referenced cause. The Court, having considered the motion, any responses thereto, and the applicable law, finds that the motion is well-taken and should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the **Motion to Intervene** filed by **Maurice Fitzpatrick** is hereby **GRANTED**.

IT IS FURTHER ORDERED that:

1. Maurice Fitzpatrick is permitted to intervene in this action as a party under Texas Rule of Civil Procedure 60, having demonstrated a direct, substantial, and legally protectable interest in the outcome of this case. Alternatively, Movant is permitted to intervene under Texas Rule of Civil Procedure 60 as his claims share common questions of law and fact with those of the existing parties.
2. Maurice Fitzpatrick shall be designated as Intervenor in this action and is granted leave to file his Initial Complaint against one or more of the current parties.

3. Maurice Fitzpatrick shall be permitted to participate fully in all phases of this litigation, including but not limited to, discovery, depositions, motions, hearings, and trial.
4. Maurice Fitzpatrick shall adhere to all previously scheduled deadlines and dates, set forth in the **Order Setting Trial**, dated June 14, 2024, unless otherwise ordered by the Court.

SIGNED on this the ____ day of _____, 2024.

Melody Wilkinson, Judge Presiding

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Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

CAUSE NO. 017-352358-24

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

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 12th day of November 2024, a true and correct copy of the *Movant’s Motion to Intervene and Exhibit A* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
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Associated Case Party (Defendant): TYLER J. LUCK

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Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
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Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	11/12/2024 12:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick
 Intervenor
 Phone: (214) 694-1551
 Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 94187183

Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

Status as of 11/12/2024 1:04 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Asher K. Miller		amiller@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Celeste Salas		csalas@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	11/12/2024 12:09:48 PM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	11/12/2024 12:09:48 PM	SENT

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Envelope ID: 95870923

Filing Code Description: Notice of Appeal
Filing Description: Movant's Notice of Appeal
Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants,

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Movant’s Notice of Appeal* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Asher K. Miller	24131512	amiller@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	01/06/2025 10:15:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/06/2025 10:15:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Envelope ID: 95870923

Filing Code Description: Notice of Appeal
Filing Description: Movant's Notice of Appeal
Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

v.

GENUINE LIFETIME, LLC, AND
TYLER J. LUCK,

Defendants.

IN THE DISTRICT COURT

17th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Movant”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Movant’s Notice of Appeal* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Defendant): GENUINE LIFETIME, LLC

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern		lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Asher K. Miller		amiller@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
Levi McCathern	00787990	lmccathern@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
Shahin Eghbal	24101723	seghbal@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Celeste Salas		csalas@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	01/06/2025 10:15:00 AM	SENT
Melissa Diaz		melissa.diaz@solidcounsel.com	01/06/2025 10:15:00 AM	SENT

Case Contact (Movant - Intervenor): MAURICE FITZPATRICK

Name	Bar No.	Email	Submitted Timestamp	Status
Maurice Fitzpatrick	--	afglawsuit@yahoo.com	01/06/2025 10:15:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick

Intervenor

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Envelope ID: 95870923

Filing Code Description: Notice of Appeal

Filing Description: Movant's Notice of Appeal

Status as of 1/6/2025 11:05 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Levi McCathern		lmcathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Asher K.Miller		amiller@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Steven Ovando		steven.ovando@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 10:03:10 AM	SENT
Celeste Salas		csalas@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
Tiffany Gonzalez		tgonzalez@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Crystal Dabdub		cdabdub@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Mark Hill		mark.hill@solidcounsel.com	1/6/2025 10:03:10 AM	SENT

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Envelope ID: 95894196

Filing Code Description: Special Appearance

Filing Description: to Challenging Jurisdiction and Venue (Fitzpatrick's)

Status as of 1/7/2025 8:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 2:49:40 PM	SENT

EXHIBIT K

CAUSE NO. 24-11876-442

AFG COMPANIES, INC., }
Plaintiff, } IN THE DISTRICT COURT
v. } 442nd JUDICIAL DISTRICT
MAURICE FITZPATRICK, } DENTON COUNTY, TEXAS
Defendant. }
}

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 6th day of January 2025, a true and correct copy of the *Fitzpatrick’s Special Appearance* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/06/2025 3:00:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick, by Special Appearance
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 95894196

Filing Code Description: Special Appearance

Filing Description: to Challenging Jurisdiction and Venue (Fitzpatrick's)

Status as of 1/7/2025 8:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	1/6/2025 2:49:40 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 2:49:40 PM	SENT

EXHIBIT L

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.,

§

IN THE DISTRICT COURT

Plaintiff,

§

vs.

§

442ND JUDICIAL DISTRICT

MAURICE FITZPATRICK,

§

Defendant.

§

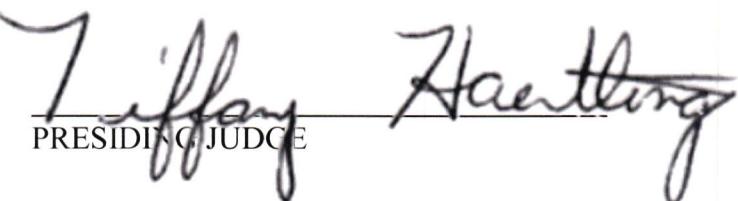
DENTON COUNTY, TEXAS

ORDER GRANTING PLAINTIFF'S MOTION FOR SUBSTITUTE SERVICE

Came on to be heard Plaintiff's Motion for Substitute Service. The Court, having considered the motion, finds it should be GRANTED. It is therefore:

ORDERED that substituted service on Defendant Maurice Fitzpatrick via email at the email address afglawsuit@yahoo.com and affixing documents to the front door at Defendant's usual place of abode, 300 Timberline Drive, #138, Grapevine, Texas 76051, is permitted as a manner of service that will be reasonably effective to give Defendant Maurice Fitzpatrick notice of the above-captioned lawsuit as well as the Temporary Restraining Order and Order Extending Temporary Restraining Order and Setting Hearing issued in this case.

SIGNED January 6, 2025.


PRESIDING JUDGE

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

Barbara Blaylock on behalf of Mark Hill
Bar No. 24034868
barbara.blaylock@solidcounsel.com
Envelope ID: 95884882
Filing Code Description: Order for Substitute Service
Filing Description:
Status as of 1/7/2025 9:53 AM CST

Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Mark L.Hill		mark.hill@solidcounsel.com	1/6/2025 12:59:05 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/6/2025 12:59:05 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/6/2025 12:59:05 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/6/2025 12:59:05 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/6/2025 12:59:05 PM	SENT

EXHIBIT M

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.,

Plaintiff,

v.

MAURICE FITZPATRICK,

Defendant.

}

}

}

}

}

}

}

IN THE DISTRICT COURT

442nd JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

**DEFENDANT'S ANSWER TO PLAINTIFF'S ORIGINAL PETITION
(SUBJECT TO SPECIAL APPEARANCE)**

TO THE HONORABLE JUDGE OF THE COURT:

Defendant **Maurice Fitzpatrick** (hereinafter “Fitzpatrick”), files this Answer to Plaintiff AFG Companies, Inc.’s Original Petition, subject to Fitzpatrick’s previously-filed Special Appearance filed under Rule 120a of the Texas Rules of Civil Procedure. This Answer is filed solely to respond to the allegations made against him in the event this Court determines it has jurisdiction, and it is not intended to waive any objections to personal jurisdiction or venue. In support thereof, Defendant Fitzpatrick would show the Court the following:

I. GENERAL DENIAL

1. Under Rule 92 of the Texas Rules of Civil Procedure, Defendant Fitzpatrick asserts his legal right to file a general denial, obligating the Plaintiff to establish its claims by a preponderance of the evidence. Accordingly, Defendant Fitzpatrick denies all material allegations set forth in the Plaintiff's Original Petition, as well as in any subsequent petitions. To the extent these allegations involve questions of fact, Defendant Fitzpatrick demands strict proof of them by a preponderance of the evidence, should the Plaintiff be able to provide such proof. Defendant Fitzpatrick further insists that the Plaintiff substantiate its claims before a fair and impartial trier of fact, if capable of doing so.

II. RULE 193.7 NOTICE

2. Under Rule 193.7 of the Texas Rules of Civil Procedure, Defendant Fitzpatrick provides notice to all parties of his intent to utilize all documents produced in response to written discovery during any pre-trial hearing and at trial.

III. AFFIRMATIVE DEFENSES

3. Without waiving his general denial and subject to his Special Appearance, Defendant Maurice Fitzpatrick asserts the following affirmative defenses:

- a. Public Policy Exception: Fitzpatrick's actions, if any, are protected by the public policy exception to disclosure. Any alleged disclosure of information was made in furtherance of exposing fraud, misconduct, or other illegal activities, which serves the public interest and is not actionable under the alleged agreements or trade secret protections.

- b. **Crime-Fraud Exception**: Any confidentiality agreement or trade secret protection invoked by AFG Companies, Inc. is unenforceable to the extent it was used to conceal fraud or illegal activities. Fitzpatrick acted to expose such activities, and his actions are protected by the crime-fraud exception.
- c. **Failure to State a Claim**: Plaintiff's allegations fail to meet the elements required under the Texas Uniform Trade Secrets Act (TUTSA) and breach of contract claims. Specifically:
 - i. The information at issue does not qualify as a trade secret because it was not subject to reasonable efforts to maintain its secrecy.
 - ii. No enforceable agreement governs the alleged claims against Fitzpatrick, or such agreements are void or voidable.
- d. **Justification Defense**: Any alleged interference with contracts or prospective business relationships was legally justified or privileged due to Fitzpatrick's role in exposing fraudulent or unethical conduct by Plaintiff from which Defendant suffers immeasurable harm and damages.
- e. **Retaliation and Abuse of Process**: Plaintiff's claims are retaliatory in nature and constitute an abuse of process intended to harass and silence Fitzpatrick for exercising his legal rights and exposing misconduct.
- f. **Estoppe and Waiver**: Plaintiff's own actions, including its failure to safeguard alleged confidential information or trade secrets and its conduct in bad faith, estop it from asserting claims against Fitzpatrick. Furthermore, Plaintiff has waived any claims by failing to mitigate alleged damages.

4. The public policy exception and crime-fraud exception apply because AFG's alleged misconduct and fraudulent practices are against the public interest and any agreements or protections used by Plaintiff to conceal such conduct are void and unenforceable as a matter of law.

IV. SPECIFIC DENIALS OR DEFENSES TO KEY CLAIMS

5. Without waiving his general denial and subject to his Special Appearance, Fitzpatrick specifically denies and asserts defenses to the following claims:

- a. Misappropriation of Trade Secrets (TUTSA):
 - i. Fitzpatrick denies misappropriating any trade secrets. The information at issue does not qualify as a trade secret under TUTSA because it:
 1. Was not subject to reasonable efforts to maintain its confidentiality.
 2. Is publicly available or common knowledge in the industry.
 - ii. Fitzpatrick acted as a whistleblower, and any disclosure was legally protected to expose fraud or misconduct.
 - iii. Fitzpatrick did not use or disclose any alleged trade secrets for improper purposes or to Plaintiff's detriment.
 - iv. Fitzpatrick acted in good faith as a whistleblower to expose fraud and that such disclosures are protected under state and federal law.
- b. Breach of Contract:
 - i. Fitzpatrick denies breaching any enforceable contract with AFG Companies, Inc. Specifically:

1. The employee handbook does not constitute a legally binding contract under Texas law.
2. Any confidentiality agreement invoked by Plaintiff is unenforceable because it is void under the public policy and crime-fraud exceptions.
3. To the extent there was a disclosure, Fitzpatrick acted within his rights and obligations to disclose information about fraud and misconduct.

c. Tortious Interference with Existing Contracts and/or Prospective Business Relationships:

- i. Fitzpatrick denies interfering with any existing or prospective business relationships. Plaintiff has failed to:
 1. Identify specific contracts or relationships harmed by Fitzpatrick's alleged actions.
 2. Prove that Fitzpatrick acted with malice or without justification.
- ii. Fitzpatrick's alleged actions were justified and privileged as they were taken to expose wrongdoing by Plaintiff.
- iii. Any alleged harm to Plaintiff's business relationships is the result of its own actions, not Fitzpatrick's conduct.

V. RELIEF REQUESTED

WHEREFORE, Defendant Maurice Fitzpatrick respectfully requests that the Court:

1. Grant judgment in Defendant's favor, that Plaintiff recover nothing from him, that all costs be assessed against Plaintiff.
2. Issue an order staying all proceedings in this matter pending resolution of Defendant's *Special Appearance* and his *Motion to Consolidate Related Cases* currently pending in Tarrant County, Texas. A stay of all proceedings is necessary to avoid duplicative litigation, inconsistent rulings, and further prejudice to Defendant while the jurisdictional challenge and Motion to Consolidate are resolved.
3. Dismiss Plaintiff's claims that are unlawful, frivolous, retaliatory, or baseless, including but not limited to:
 - a. Claims of misappropriation of trade secrets under the Texas Uniform Trade Secrets Act (TUTSA) that fail to meet the statutory requirements for trade secret status or misappropriation.
 - b. Claims based on alleged breaches of unenforceable agreements, including the employee handbook and any confidentiality agreements used to conceal fraud or misconduct.
 - c. Tortious interference claims that lack factual or legal support and are brought in bad faith to harass or retaliate against Defendant for engaging in legally protected speech and/or conduct.
4. Grant Defendant such other and further relief that is just and proper, whether at law or in equity, to which he may be justly entitled including an award of all fees and costs incurred in defending against Plaintiff's unlawful or retaliatory claims.

Defendant Fitzpatrick reiterates that this Answer is filed solely to respond to the Plaintiff's claims, without waiving his jurisdictional and venue objections as asserted in his Special Appearance.

Respectfully submitted,

/s/ Maurice Fitzpatrick

Maurice Fitzpatrick
Address: Recently Homeless; No Permanent Address at this time
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

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Envelope ID: 96008184

Filing Code Description: Defendant's Original Answer

Filing Description: Plaintiff's Original Petition (Subject To Special Appearance)

Status as of 1/13/2025 8:32 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	1/8/2025 4:17:07 PM	SENT
steven ovando		steven.ovando@solidcounsel.com	1/8/2025 4:17:07 PM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	1/8/2025 4:17:07 PM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	1/8/2025 4:17:07 PM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	1/8/2025 4:17:07 PM	SENT

EXHIBIT N

CAUSE NO. 24-11876-442

AFG COMPANIES, INC., }
Plaintiff, } IN THE DISTRICT COURT
v. } 442nd JUDICIAL DISTRICT
MAURICE FITZPATRICK, } DENTON COUNTY, TEXAS
Defendant. }

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 8th day of January 2025, a true and correct copy of the *DEFENDANT'S ANSWER TO PLAINTIFF'S ORIGINAL PETITION (SUBJECT TO SPECIAL APPEARANCE)* was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	01/08/2025 4:15:00 PM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick, by Special Appearance

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

Automated Certificate of eService

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

Envelope ID: 96008184

Filing Code Description: Defendant's Original Answer

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Status as of 1/13/2025 8:32 AM CST

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leslie sanderson		leslie.sanderson@solidcounsel.com	1/8/2025 4:17:07 PM	SENT
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Jennifer Owens		jennifer.owens@solidcounsel.com	1/8/2025 4:17:07 PM	SENT

EXHIBIT O

RETURN OF SERVICE

State of Texas

County of Denton

442nd District Court

Case Number: 24-11876-442

Plaintiff:
AFG COMPANIES, INC.

vs.

Defendant:
MAURICE FITZPATRICK

Received these papers on the 7th day of January, 2025 at 3:42 pm to be served on **Maurice Fitzpatrick, 2300 Timberline Drive, #138, Grapevine, Tarrant County, TX 76051**.

I, Sylvia Zavala, do hereby affirm that on the **8th day of January, 2025** at **9:41 am**, I:

POSTED by attaching a true copy of the **Citation with Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and Order Granting Plaintiff's Motion for Substitute Service** with the date of delivery endorsed thereon by me, to the front door of the property of the within named person's **RESIDENCE** at the address of: **2300 Timberline Drive, #138, Grapevine, Tarrant County, TX 76051**.

My name is Sylvia Zavala, my date of birth is 2/11/1968, and my address is 2711 Martin Drive, Apt 2018, Bedford, TX 76021, USA. I declare under penalty of perjury that the foregoing is true and correct. Executed in Tarrant County, State of Texas, on the 8th day of January 2025.



Sylvia Zavala
PSC-21856, Exp. 02/28/2025

Our Job Serial Number: PEL-2024004764
Ref: 18272.0113





RETURN OF SERVICE

State of Texas

County of Denton

442nd District Court

Case Number: 24-11876-442

Plaintiff:

AFG COMPANIES, INC.

vs.

Defendant:

MAURICE FITZPATRICK

Received these papers on the 7th day of January, 2025 at 3:42 pm to be served on **Maurice Fitzpatrick**, afglawsuit@yahoo.com.

I, Norman Lee Collins, do hereby affirm that on the **8th day of January, 2025 at 8:41 am**, I:

electronically delivered a true copy of the **Citation with Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and Order Granting Plaintiff's Motion for Substitute Service** with the date of delivery endorsed thereon by me to: **Maurice Fitzpatrick** at the following email address: afglawsuit@yahoo.com, and informed said person of the contents therein, in compliance with state statutes.

My name is Norman Lee Collins, my date of birth is 10/11/1963, and my address is 18601 LBJ Freeway, Suite 650, Mesquite, TX 75150, USA. I declare under penalty of perjury that the foregoing is true and correct. Executed in Dallas County, State of Texas, on the 8th day of January 2025.


Norman Lee Collins
PSC360; EXP. 7/31/2026

Our Job Serial Number: PEL-2024004764
Ref: 18272.0113





Express Litigation <expresslitigation@gmail.com>

ATTN: Maurice Fitzpatrick - Citation with Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and Order Granting Plaintiff's Motion for Substitute Service

1 message

Express Litigation <expresslitigation@gmail.com>
To: aflawsuit@yahoo.com

Wed, Jan 8, 2025 at 8:41 AM

Please see the attached documents in fulfillment of the court order for delivery to Maurice Fitzpatrick.

The attached document contains the following:

Citation with Plaintiff's Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and Order Granting Plaintiff's Motion for Substitute Service

**Norman Lee Collins
PSC360
EXP 7.31.2026**

EXPRESS LITIGATION SERVICES
Fully Licensed Private Investigations
License A17314

18601 LBJ Freeway
Suite 650
Mesquite, Texas 75150
214-744-1981 Office
214-853-5141 Fax

www.expresslitigationservices.com

Confidentiality Statement This message is intended only for the use of the Addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately at 214-744-1981. CONSUMER INFORMATION NOTICE: Licensed by the Texas Private Security Bureau: P.O. Box 4087 Austin, Texas 78733 Phone Number (512) 424-7510. *Investigative Services clients are entitled to receive a written contract that contains the fee arrangement with necessary information covering services to be rendered; and, a written report concerning services rendered for which a fee has been tendered by a licensed company.*

 **Maurice Fitzpatrick Citation.pdf**
698K

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Envelope ID: 97212247

Filing Code Description: Final Order/Judgment/Decree (closes entire case)

Filing Description: Notice of Removal
Status as of 2/11/2025 9:52 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Barbara Blaylock		barbara.blaylock@solidcounsel.com	2/11/2025 4:53:44 AM	SENT
steven ovando		steven.ovando@solidcounsel.com	2/11/2025 4:53:44 AM	SENT
leslie sanderson		leslie.sanderson@solidcounsel.com	2/11/2025 4:53:44 AM	SENT
Mark L.Hill		mark.hill@solidcounsel.com	2/11/2025 4:53:44 AM	SENT
Jennifer Owens		jennifer.owens@solidcounsel.com	2/11/2025 4:53:44 AM	SENT
maurice fitzpatrick		afglawsuit@yahoo.com	2/11/2025 4:53:44 AM	SENT

CAUSE NO. 24-11876-442

AFG COMPANIES, INC.,

Plaintiff,

v.

MAURICE FITZPATRICK,

Defendant.

IN THE DISTRICT COURT

442nd JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

CERTIFICATE OF SERVICE

TO THE HONORABLE JUDGE OF THE COURT:

I, Maurice Fitzpatrick (“Fitzpatrick”), hereby certify that on the 11th day of February 2025, a true and correct copy of the Fitzpatrick’s Notice of Removal was served via email upon on all counsel of record, for and on behalf of all present parties of record in this cause, in accordance with the Texas Rules of Civil Procedure. All attorneys listed have previously agreed to electronic service via email in accordance with Rule 21a of the Texas Rules of Civil Procedure via the following methods:

Associated Case Party (Plaintiff): AUTOMOTIVE FINANCE GROUP, INC.

Name	Bar No.	Email	Submitted Timestamp	Status
Mark Hill	24034868	mark.hill@solidcounsel.com	02/11/2025 5:00:00 AM	SENT

Respectfully submitted,

/s/ Maurice Fitzpatrick

Mr. Maurice Fitzpatrick, pro se, by Special Appearance
General Delivery
Dallas, TX 75260-9999
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

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maurice fitzpatrick		afglawsuit@yahoo.com	2/11/2025 4:53:44 AM	SENT