
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

SECOND NOTICE OF APPEAL

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, Jr. (“Movant” or “Fitzpatrick”), and respectfully files this **Second Notice of Appeal** in the above-captioned matter. Fitzpatrick seeks appellate review of the Court’s ongoing failure to adjudicate his Motion to Intervene, filed on November 12, 2024 (see Exhibit A), and other related procedural violations and actions that have caused significant and compounding prejudice to his legal rights, interests, and protections under the law.

I. BACKGROUND AND GROUNDS FOR APPEAL

1. On November 12, 2024, Movant filed his Motion to Intervene (Exhibit A), asserting substantial legal and factual grounds for intervention due to the direct implications of the case on his interests, whistleblower protections, and statutory rights.

2. After months of inaction by the Court, and with no adjudication of his Motion to Intervene, Movant filed his first Notice of Appeal on January 6, 2025 (Exhibit B), asserting that the Court's inaction constituted a de facto denial of intervention, in violation of his civil rights and right to access the courts.

3. On January 8, 2025, Fitzpatrick filed a Motion to Consolidate the matter with a related retaliatory proceeding involving the same Plaintiff (Exhibit C), to ensure judicial economy and prevent duplicative litigation. That motion too, remained unadjudicated for over nine (9) months.

4. In response to procedural maneuvering and improper attempts to advance the case administratively, Fitzpatrick filed a formal *Objection to the Hearing Administrative Reset* on September 13, 2025 (Exhibit D), objecting to the advancement of proceedings without resolution of his pending intervention motion.

5. As court activity continued in violation of his substantive and procedural rights, Fitzpatrick filed a *Supplemental Objection* on September 17, 2025 (Exhibit E), further emphasizing the due process violations occurring by allowing the case to proceed while his status remained unresolved.

6. On October 10, 2025, Fitzpatrick received for the first time, via an email from an unfamiliar individual, Yasmin Martinez, a copy of an Order dated October 8, 2025 (Exhibit F), granting an undisclosed Motion to Consolidate, filed by a third party and not Movant's own pending Motion to Consolidate filed on January 8, 2025 (Exhibit C). Fitzpatrick was not provided with any prior notice, service, or opportunity to respond, raising serious due process concerns. The "motion" that was granted appears to have been initiated by Plaintiff Automotive Financial Group, Inc., and this was done without notice, without any docket entry, and without any opportunity for Movant to respond or be heard. Despite Movant having properly filed his

own Motion to Consolidate nearly nine months prior seeking consolidation with a case different than that referenced in the Order of October 8, 2025, his earlier motion has never been adjudicated. The circumstances and handling of the granted motion raise serious concerns of ex parte communications, procedural irregularity, and further denial of Fitzpatrick's due process rights including in that Fitzpatrick was seemingly never intended to know of or receive timely notice of this secreted motion and/or hearing, nor was he provided any opportunity to be heard, despite being the one who had originally moved for consolidation upon adjudication of his intervention.

7. The email from Yasmin Martinez sent at 4:53 PM on Friday, October 10, 2025, was the first and only notice Fitzpatrick received of the October 8th Order (Exhibit G). He had never before interacted with this individual, and the timing of the notice, late Friday evening, just before a weekend, left no practical opportunity for response or preservation of his interests in the case below.

II. LEGAL BASIS FOR APPEAL

8. Fitzpatrick hereby appeals:

1. The longstanding failure to adjudicate his November 2024 Motion to Intervene;
2. The de facto denial of intervention by way of prolonged judicial inaction;
3. The Order of October 8, 2025, which unfairly disposes of his prior Motion to Consolidate without a hearing or notice;
4. The denial of access to the Court, denial of meaningful opportunity to be heard, and violations of his procedural and substantive due process rights.
5. This Second Notice of Appeal is submitted in accordance with the Texas Rules of Appellate Procedure, and all referenced documents are attached hereto as exhibits for the Court's convenience and the appellate record.

9. These actions and inactions have deprived Movant of meaningful participation in the case and created a procedurally and legally unreviewable record (non-adjudication of intervention) that continues to materially prejudice his rights.

III. PRAYER

WHEREFORE, Fitzpatrick respectfully requests the Court of Appeals to take jurisdiction of this *Second Notice of Appeal*, to review the Court's failure to adjudicate the intervention motion, its improper denial of the motion to consolidate, and the ongoing civil rights violations. Fitzpatrick seeks such other and further relief, at law or in equity, to which he may be justly entitled.

DAED: October 11, 2025

Respectfully submitted,

/s/ Maurice Fitzpatrick, Jr.
Maurice Fitzpatrick, Jr.
General Delivery
Dallas, Texas 75260-9999
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

Exhibits:

Exhibit A – Motion to Intervene - 11/12/2024

Exhibit B – Notice of Appeal (First) - 01/06/2025

Exhibit C – Motion to Consolidate - 01/08/2025

Exhibit D – Objection to Hearing Administrative Reset - 09/13/2025

Exhibit E – Supplemental Objection to Agreed Motion for Administrative Reset - 09/17/2025

Exhibit F – Order Granting Opposition to Motion to Consolidate - 10/08/2025

Exhibit G – Yasmin Martinez Email - 10/10/2025

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Second Notice of Appeal, including all referenced Exhibits, has been served on all counsel of record via electronic service through the eFileTexas system on October 11, 2025.

Respectfully submitted,

/s/ Maurice Fitzpatrick, Jr.
Maurice Fitzpatrick, Jr.
General Delivery
Dallas, Texas 75260-9999
Phone: (214) 694-1551
Email: afglawsuit@yahoo.com

EXHIBIT A

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. Ummm. 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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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		lmccathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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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

017-352358-24

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,	}	
	}	
Plaintiff,	}	IN THE DISTRICT COURT
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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
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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
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
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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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EXHIBIT B

CAUSE NO. 017-352358-24

AFG COMPANIES, INC.,

Plaintiff,

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GENUINE LIFETIME, LLC, AND
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Defendants.

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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,

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. Ummm. 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		lmccathern@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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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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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

017-352358-24

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

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
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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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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
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Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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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 C

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 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.

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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,

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. Ummm. 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:

Automated Certificate of eService

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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
McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
Levi McCathern		lmccathern@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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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

Automated Certificate of eService

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

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Celeste Salas		csalas@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

017-352358-24

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

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
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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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Envelope ID: 94187183

Filing Code Description: Motion (No Fee)

Filing Description: Movant's Motion to Intervene

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McCathern Receptionist		receptionist@mccathernlaw.com	11/12/2024 12:09:48 PM	SENT
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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		lmccathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
Shahin Eghbal		seghbal@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
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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
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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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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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Envelope ID: 95870923

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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,

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. Ummm. 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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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

017-352358-24

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
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
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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

Automated Certificate of eService

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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
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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.

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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.

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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. Ummm. 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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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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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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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
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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

017-352358-24

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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Elizabeth Criswell		ecriswell@mccathernlaw.com	11/12/2024 12:15:00 PM	SENT
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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

Automated Certificate of eService

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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

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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.

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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,

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. Ummm. 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:

Automated Certificate of eService

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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

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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

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

Automated Certificate of eService

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

017-352358-24

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

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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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

Automated Certificate of eService

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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		lmccathern@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		lmccathern@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
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Maurice Fitzpatrick		afglawsuit@yahoo.com	1/6/2025 10:03:10 AM	SENT
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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
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Associated Case Party (Defendant): TYLER J. LUCK

Name	Bar No.	Email	Submitted Timestamp	Status
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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
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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

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		lmccathern@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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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
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Crystal Dabdub		cdabdub@mccathernlaw.com	01/06/2025 10:15:00 AM	SENT

Associated Case Party (Defendant): TYLER J. LUCK

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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

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McCathern Receptionist		receptionist@mccathernlaw.com	1/6/2025 10:03:10 AM	SENT
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Maurice Fitzpatrick		afglawsuit@yahoo.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,	}	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

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Filing Code Description: Special Appearance

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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.

Plaintiff,

v.

MAURICE FITZPATRICK

Defendants.

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

 JUDICIAL DISTRICT

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>

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], [REDACTED], [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

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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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Barbara Blaylock on behalf of Mark Hill

Bar No. 24034868

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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

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CAUSE NO. 24-11876-442

AFG COMPANIES, INC.

Plaintiff,

v.

MAURICE FITZPATRICK

Defendants.

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IN THE DISTRICT COURT

442ND JUDICIAL DISTRICT

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.



JUDGE PRESIDING

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Melissa Diaz on behalf of Mark Hill

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Filing Code Description: Temporary Restraining Order

Filing Description:

Status as of 12/23/2024 8:40 AM CST

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Associated Case Party: AFG Companies, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
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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

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EXHIBIT D

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

JURY TRIAL DEMANDED

**FITZPATRICK’S OBJECTION AND RESPONSE TO CONSIDERATION OF
PLAINTIFF’S VERIFIED MOTION FOR ADMINISTRATIVE RESET PRIOR TO
ADJUDICATION OF HIS PENDING MOTION TO INTERVENE**

TO THE HONORABLE JUDGE OF THE COURT:

COMES NOW, Maurice Fitzpatrick, Jr. (Prospective Intervenor” or “Fitzpatrick”), pro se, and respectfully files this *Objection and Response to Consideration of Plaintiff’s Verified Motion for Administrative Reset Prior To Adjudication of His Pending Motion to Intervene*, and respectfully shows the Court as follows:

A. Pending Motion to Intervene

1. Fitzpatrick filed his Motion to Intervene with its accompanying exhibit(s) in this Court on November 12, 2024. That motion has remained pending and unadjudicated for nearly ten (10) months.

2. On September 10, 2025, Fitzpatrick contacted the Court Coordinator to request hearing dates for the Motion to Intervene. To date, no hearing date(s) has/have been provided.
3. By contrast, other parties and counsel in this case routinely obtain hearing dates on their motions, papers, and requests with minimal delay. The disparate treatment of Fitzpatrick's Motion to Intervene raises a serious fairness concern and further supports the need to resolve his status before addressing later-filed motions.
4. Consideration of Plaintiff's Verified Motion for Administrative Reset prior to adjudication of Fitzpatrick's Motion to Intervene would compound prejudice, leaving Fitzpatrick's status unresolved and in limbo while other parties continue to shape the case and schedule.

B. Plaintiff's Grounds for Reset Cut in Favor of Intervention

5. Plaintiff argues that discovery delays and the "newly-discovered" role of Shawn Lucas justify a trial reset. Yet, Plaintiff and other parties have resisted adjudication of Fitzpatrick's Motion for Intervention, itself central to discovery and trial scope.
6. Plaintiff now claims Lucas is a "necessary party" whose joinder requires a reset. This underscores why Fitzpatrick's status must also be adjudicated. Like Lucas, Fitzpatrick possesses direct and material knowledge of facts bearing on the case, including the facts and circumstances surrounding Fitzpatrick's own fraudulent inducement into employment, internal concealment, wrongful and retaliatory termination, and post-termination retaliation which have all caused Fitzpatrick direct, substantial, concrete, and ongoing injury.
7. Plaintiff further cites the cancellation of mediation as justification for reset. That cancellation, however, does not outweigh the need for procedural fairness. Moreover, mediation

conducted without resolution of Fitzpatrick's status would be incomplete and risk duplicative effort.

C. Fairness and Judicial Economy Require Intervention to Be Decided First

8. Trial dates have already been reset multiple times in this case. Resetting trial again without ruling on Fitzpatrick's pending motion risks further inefficiency.

9. If Fitzpatrick is granted leave to intervene after a reset is ordered, the Court and parties will be forced to revisit scheduling yet again. Deciding the Motion to Intervene now promotes judicial efficiency and prevents prejudice.

D. Jurisdictional Irregularities During Fitzpatrick's Appeal

10. On April 17, 2025, the federal district court for the northern district of Texas entered an order remanding this case. On the same day and within three hours, Fitzpatrick filed a Notice of Appeal to the United States Court of Appeals for the Fifth Circuit under 28 U.S.C. § 1443.

11. Despite the pending appeal, one or more parties presented only the remand order to this Court but did not present or disclose Fitzpatrick's Notice of Appeal filed on the same day and the ensuing appeal thereafter.

12. During the pendency of Fitzpatrick's appeal (April 17–July 29, 2025), this Court and the parties proceeded with substantive scheduling and discovery matters. Jurisdiction during that period was in question, and Fitzpatrick's rights were adversely affected by proceedings in his absence.

13. This Court and the parties proceeded with substantive matters in Fitzpatrick's absence, despite jurisdiction being in question and without disclosure of his appeal to the Court. This history underscores how and why procedural irregularities have prejudiced Fitzpatrick, raises

serious concerns about counsel's candor with the Court, and underscores the fundamental fairness and due process concern in that Fitzpatrick's Motion to Intervene must be adjudicated before Plaintiff's Motion for Administrative Reset.

14. Further, the continued pendency of Fitzpatrick's Motion to Intervene without a written order impairs Fitzpatrick's due process rights and appellate remedies. Without adjudication of his status, Fitzpatrick remains unable to fully participate in proceedings or to seek meaningful review in higher courts, compounding the prejudice described herein.

PRAYER

WHEREFORE, Maurice Fitzpatrick, Jr. respectfully prays that this Court:

1. Schedule, hear, and adjudicate the Motion to Intervene prior to any hearing or ruling on the Plaintiff's Verified Motion for Administrative Reset;
2. Promptly set the Motion to Intervene for a 45-minute to 1-hour hearing and permit Fitzpatrick to appear via Zoom if necessary, given his current circumstances; and
3. Grant such other and further relief, at law or in equity, to which Fitzpatrick may be justly entitled.

Dated: September 12, 2025

Respectfully submitted,

/s/ Maurice Fitzpatrick, Jr.
Maurice Fitzpatrick, Jr.
General Delivery
Dallas, Texas 75260-9999
Phone: (214) 694-1551
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Envelope ID: 105530759

Filing Code Description: Answer/Response

Filing Description:

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Tiffany Gonzalez		tgonzalez@mccathernlaw.com	9/12/2025 12:25:50 AM	SENT
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Mark Hill		mark.hill@solidcounsel.com	9/12/2025 12:25:50 AM	SENT
Barbara Blaylock		bblaylock@henryhilltx.com	9/12/2025 12:25:50 AM	SENT
Stephanie Garner		stephanie.garner@kellyhart.com	9/12/2025 12:25:50 AM	SENT

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Case Contacts

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Meredith Knudsen		meredith.knudsen@kellyhart.com	9/12/2025 12:25:50 AM	SENT
Matthew E. Yarbrough		myarbrough@buchalter.com	9/12/2025 12:25:50 AM	SENT
Jason Blackstone		jblackstone@buchalter.com	9/12/2025 12:25:50 AM	SENT

EXHIBIT E

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

JURY TRIAL DEMANDED

**FITZPATRICK’S SUPPLEMENTAL OBJECTION AND RESPONSE TO “AGREED”
MOTION FOR ADMINISTRATIVE RESET PRIOR TO ADJUDICATION OF HIS
PENDING MOTION TO INTERVENE**

TO THE HONORABLE SENIOR JUDGE KEN CURRY:

COMES NOW, Maurice Fitzpatrick, Jr. (Prospective Intervenor” or “Fitzpatrick”), pro se, and respectfully files this *Supplemental Objection and Response to “Agreed” Motion for Administrative Reset Prior To Adjudication of His Pending Motion to Intervene*, and respectfully shows the Court as follows:

I. REFERENCE TO PRIOR OBJECTION

1. On September 12, 2025, Fitzpatrick filed his *Objection and Response to Consideration of Plaintiff’s Verified Motion for Administrative Reset Prior To Adjudication of His Pending Motion to Intervene* (“Objection”), which remains pending before this Court.

2. That filing set forth the clear procedural impropriety of resetting trial dates and re-calendarizing this matter prior to a hearing and ruling on Fitzpatrick's longstanding Motion to Intervene, originally filed November 12, 2024.
3. Fitzpatrick incorporates his prior Objection by reference herein in its entirety as though fully set forth.

II. PRIOR PENDING MOTIONS LEFT UNADJUDICATED

4. On January 8, 2025, Fitzpatrick filed his *Motion to Consolidate Related Cases, Motion for Expedited Hearing, Motion to Appear by Zoom, and Motion to Stay Proceedings in Denton County* ("Prior Motion") in connection with his then pending and unadjudicated Motion to Intervene in this matter.
5. That prior motion specifically requested:
 - a) Expedited hearing of the Motion to Intervene;
 - b) Authority to appear remotely via Zoom;
 - c) Consolidation of related matters, including the retaliatory Denton County case, into this action; and
 - d) A stay of parallel proceedings in Denton County pending adjudication of intervention.
6. To date, nearly eight months later, no ruling has issued on that prior motion, and no hearing has been provided on Fitzpatrick's Motion to Intervene itself. This Court's continued silence and the original parties' and their counsel's retaliatory and obstructive conduct has materially prejudiced Fitzpatrick, thus far, leaving him without the ability to participate in any meaningful way including discovery, responding to pleadings, protecting his rights and interests, and/or advancing his own state and common law claims against the original parties for the injury and damages they have caused Fitzpatrick personally through their conspiracy and fraudulent conduct, while the original parties and their counsel carry forward with their collusive litigation

strategy advancing a fraudulent “contract dispute” narrative, also a fraud on the Court that is injurious to Fitzpatrick.

7. Proceeding with an administrative reset before adjudicating Fitzpatrick’s intervention risks prejudicing his rights in ways that are not hypothetical but already realized. Fitzpatrick has been excluded from discovery requests, depositions, and scheduling negotiations while his intervention has remained pending, despite his timely motion filed November 12, 2024. This exclusion has impaired his ability to protect his claims, to prepare defenses, and to access evidence directly relevant to his allegations of fraud, retaliation, and conspiracy.

8. Moreover, allowing the litigation to continue through resets and scheduling adjustments without resolving intervention effectively denies Fitzpatrick due process. The Court’s inaction on his intervention thus far has the same practical effect as a de facto denial, but without the clarity of a written order that could be reviewed on appeal. Judicial economy and fairness require that this threshold issue be adjudicated first, so that the Court and all parties know with certainty who the litigants are before expending further resources on scheduling, discovery, or trial settings.

9. Granting an administrative reset before adjudicating Fitzpatrick’s Motion to Intervene would result in material prejudice. Fitzpatrick remains excluded from discovery, scheduling, and trial preparation despite having live claims that are directly implicated by the subject matter of this litigation. Resetting deadlines without first resolving his intervention request risks duplicative proceedings, wasted judicial resources, and irreversible prejudice to Fitzpatrick’s ability to prosecute his claims on equal footing.

10. Judicial economy demands that the Court first resolve who the parties to this case are before altering the schedule. If Fitzpatrick’s intervention is granted, as is his right to seek, then any trial reset must account for his claims, defenses, and participation. Addressing intervention

now avoids the likelihood of repeated resets, inconsistent rulings, and a fragmented litigation process. It is far more efficient to adjudicate intervention first, then calibrate the case schedule accordingly.

III. SUPPLEMENTAL OBJECTION

11. On or about September 17, 2025, Plaintiff AFG, by and through prior counsel¹, and its new counsel Kelly Hart, together with Defendants Genuine Lifetime, LLC and Tyler Luck, by and through McCathern Law, PLLC and their associates, jointly filed an “Agreed” Motion for Administrative Reset, which is **not** agreed to by Fitzpatrick in its present form or sequence.

12. This joint filing, on its face cooperative, once again sidesteps Fitzpatrick's longstanding and unadjudicated Motion to Intervene, other pending motion(s) and/or objections, and if heard or granted ahead of intervention adjudication, will cause further prejudice to Fitzpatrick and ongoing harm.

13. The Agreed Motion for Administrative Reset illustrates the continuing pattern of alignment between Plaintiff and Defendants, who seek to manage this case in ways that exclude Fitzpatrick. By attempting to secure a reset without resolving intervention, both sides effectively collude to suppress Fitzpatrick's participation, preserve their false contract-dispute narrative, and frustrate the Court's ability to adjudicate the full scope of fraud and misconduct at issue.

14. Intervention is a threshold issue that must be resolved before any meaningful trial setting can occur. Until the Court determines whether Fitzpatrick may intervene, any trial date or discovery schedule is premature and risks nullification upon a later ruling. It is therefore

¹ Including without limitation, Mark Hill, Steven Ovando, Leslie Sanderson, Barbara Blaylock, others at Scheef & Stone LLP, and their spin-off law firm, Henry Hill PLLC, encompassing Mark Hill and other Scheef & Stone LLP alumni

procedurally improper for the Court to consider an administrative reset prior to hearing and deciding Fitzpatrick's Motion to Intervene and related motions.

15. Fitzpatrick does not oppose reasonable case management or the Court's inherent authority to control its docket. He objects only to the sequence: the Court should not privilege scheduling over the adjudication of his long-pending intervention. Fitzpatrick respectfully requests that the Court deny or defer the Agreed Motion for Administrative Reset until after a full hearing and ruling on his Motion to Intervene, and that a hearing on intervention be set forthwith.

III. REQUEST FOR RELIEF

WHEREFORE, Fitzpatrick respectfully requests that this Court:

- a) Deny or defer ruling on the Agreed Motion for Administrative Reset until after Fitzpatrick's Motion to Intervene has been scheduled, heard, and adjudicated;
- b) Set an immediate hearing on Fitzpatrick's Motion to Intervene, pending motions and objections, prior to any consideration of resets or discovery motions noticed by other parties;
- c) Take judicial notice of all of Fitzpatrick's prior filings in this case, including his Objection filed September 12, 2025;
- d) Grant Fitzpatrick the relief previously sought in his Motion to Intervene (November 12, 2024) and his follow-up Motion (January 8, 2025); and
- e) Grant such other and further relief, both at law and in equity, to which Fitzpatrick may be justly entitled.

Dated: September 17, 2025

Respectfully submitted,

/s/ Maurice Fitzpatrick, Jr.

Maurice Fitzpatrick, Jr.

General Delivery

Dallas, Texas 75260-9999

Phone: (214) 694-1551

Email: afglawsuit@yahoo.com

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Envelope ID: 105732447

Filing Code Description: Answer/Response

Filing Description: Supplemental Objection and Response To

???Agreed??? Motion for Administrative Reset

Status as of 9/17/2025 4:40 PM CST

Case Contacts

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McCathern Receptionist		receptionist@mccathernlaw.com	9/17/2025 4:36:59 PM	SENT
McCathern Receptionist		receptionist@mccathernlaw.com	9/17/2025 4:36:59 PM	SENT
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Crystal Dabdub		cdabdub@mccathernlaw.com	9/17/2025 4:36:59 PM	SENT
Mark Hill		mark.hill@solidcounsel.com	9/17/2025 4:36:59 PM	SENT
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EXHIBIT F

CAUSE NO. 048-352249-24

AUTOMOTIVE FINANCIAL GROUP,
INC.,*Plaintiff,*

vs.

TRAVIS GATES,

Defendant.§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

48th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
2025 OCT -8
PM 2:12
THOMAS A. WILDER
DISTRICT CLERK**ORDER GRANTING OPPOSED MOTION TO CONSOLIDATE**

On this day, the Court Considered Plaintiff Automotive Financial Group, Inc.'s Motion to Consolidate (the "**Motion**"). After reviewing the Motion, any response thereto, the evidence and arguments of counsel, the Court finds that the Motion should be and hereby is in all things GRANTED.

IT IS THEREFORE ORDERED that the lawsuit styled *AFG Companies, Inc. v. Genuine Lifetime, LLC and Tyler J. Luck*, Cause No. 017-352358-24, pending in the 17th Judicial District Court of Tarrant County, Texas, is consolidated with the pending action and shall proceed under the style *Automotive Financial Group Inc. and AFG Companies, Inc. v. Travis Gates, Genuine Lifetime, LLC, and Tyler Luck*, Cause No. 048-352249-24.

IT IS FURTHER ORDERED that the Clerk is to transfer and consolidate the second-filed cause currently pending in the 17th Judicial District Court of Tarrant County, Texas, Cause No. 017-352358-24, with this cause.

IT IS SO ORDERED.

SIGNED this 8th day of June, 2025.



JUDGE PRESIDING

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Jeana Burke on behalf of Shauna Wright

Bar No. 24052054

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Filing Code Description: Proposed Order

Filing Description: ORDER GRANTING OPPOSED MOTION TO CONSOLIDATE

Status as of 10/8/2025 8:27 AM CST

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Mary Baker		mbaker@henryhilltx.com	10/8/2025 7:40:03 AM	SENT
Mary Baker		mbaker@henryhilltx.com	10/8/2025 7:40:03 AM	SENT
Barbara Blaylock		barbara.blaylock@solidcounsel.com	10/8/2025 7:40:03 AM	ERROR
Jason Blackstone		JBLACKSTONE@YBFIRM.COM	10/8/2025 7:40:03 AM	ERROR
Mary Baker		mbaker@henryhilltx.com	10/8/2025 7:40:03 AM	SENT
Mary Baker		mbaker@henryhilltx.com	10/8/2025 7:40:03 AM	SENT
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To: ["JBLACKSTONE@BUCHALTER.COM"](#); ["AMILLER@MCCATHERNLAW.COM"](#)
Cc: [Jennifer Huynh](#); [Dalal I. Nassriyeh](#)
Subject: 017-352358-24-*** (SIGN10-8-25)ORDGRANTOPPOMOTCONSOL
Date: Friday, October 10, 2025 4:53:00 PM
Attachments: [01735235824000153.PDF](#)
[image001.png](#)

Please see attached document.

As ReSearchTX works to refine their noticing process, the District Clerk's office will send notices until the issues are resolved.

Yazmin Martinez

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Subject: 017-352358-24-*** (SIGN10-8-25) ORDGRANTOPPOMOTCONSOL
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[image001.png](#)

Please see attached document.

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EXHIBIT G

017-352358-24-*** (SIGN10-8-25)ORDGRANTOPPOMOTCONSOL

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