IN THE SUPERIOR COURT OF TROUP COUNTY

STATE OF GEORGIA

CHRISTOPHER B. RIPLEY; and RIP95 LLC d/b/a RISK OFF CAPITAL, LLC, Plaintiffs, v. SCOTT SOURA; VIRGINIE BOUTIN; JANE DOE BOUTIN; KEN D'ARCY; ROUNDHILL GROUP LLC; REMARMS, LLC; ROCKWELL ONE HOLDINGS, LLC; REMTML, LLC; ABC CORP. (commonly known to Plaintiff as “REMMA”); DEF CORP. (commonly known to Plaintiff as "RemFA"); REM EQ HOLDINGS, LLC; GHI CORP. (commonly known to Plaintiff as "SIFT"); JKL CORP. (commonly known to Plaintiff as “Western Rock”); and JOHN DOES 1–10, Defendants.	**CIVIL ACTION** **FILE NO.: ________________** **JURY TRIAL DEMANDED** **(VERIFIED PLEADING)**

VERIFIED COMPLAINT FOR DAMAGES, DECLARATORY RELIEF, AND OTHER RELIEF

COMES NOW Plaintiffs Christopher B. Ripley (“Ripley”) and Rip95 LLC d/b/a Risk Off Capital, LLC (“Risk Off Capital”) (collectively, “Plaintiffs”), by and through undersigned counsel, and file this Verified Complaint against Defendants Scott Soura (“Soura”); Virginie Boutin (“Boutin”); Jane Doe Boutin; Ken D’Arcy (“D’Arcy”); Roundhill Group LLC (“Roundhill”); RemArms, LLC (“RemArms”); Rockwell One Holdings, LLC (“Rockwell One”); RemTML, LLC (“RemTML”); ABC Corp., commonly known to Plaintiff as “REMMA” (“REMMA”); DEF Corp., commonly known to Plaintiff as “RemFA” (“RemFA”); REM EQ Holdings, LLC (“RemEQ”); GHI Corp., commonly known to Plaintiff as “SIFT” (“SIFT”); JKL Corp., commonly known to Plaintiff as “Western Rock” (“Western Rock”); and John Does 1–10 (collectively, “Defendants”), and respectfully show this Honorable Court as follows:

OVERVIEW OF THE PLAINTIFFS’ POSITION

Before this Court reads a single numbered paragraph of the allegations that follow, Plaintiffs ask it to understand one thing: the fraud alleged in this Complaint worked for as long as it did not because Christopher Ripley was careless, and not because his lawyers were inattentive. It worked because Scott Soura built it to work on exactly the kind of person Ripley is — someone who believed in what Remington could still mean, who committed from the first day to making every creditor whole, and who kept that commitment even when the transaction collapsed and the deal was dead.

Understanding how the fraud worked requires understanding what Ripley believed he was doing while it was happening. He was not a passive investor writing checks and waiting. He was the only person in this transaction who consistently acted as though the creditors — real people, local businesses, tradespeople who had done real work and had not been paid — were the center of the deal rather than a problem to be managed around. Before he signed the NDA. Before he signed the Letter of Intent. Before he spent a single dollar. His condition was stated plainly: every legitimate creditor gets paid in full. Soura executed the LOI with that condition written into it. He then spent the next several months making certain it could never be fulfilled.

The mechanism Soura used to do that was not one Ripley’s lawyers had seen before. Ripley’s counsel proposed a straightforward asset sale. They proposed it repeatedly, at multiple stages of the diligence period. Soura refused it every time. Soura’s absolute condition was that the transaction must proceed through a strict-foreclosure disposition under Article 9, § 9-620 of the Uniform Commercial Code — a mechanism by which a senior secured creditor accepts operating assets in full or partial satisfaction of its debt, extinguishes unsecured creditor claims by operation of law, and conveys clean assets to a new investor. Soura presented this not as a scheme but as the only viable legal path through a distressed-asset acquisition of this complexity. It was his design. It was his precondition. Ripley’s side did not propose it, select it, or initially understand it.

The lawyers Ripley had assembled — attorneys whose combined transactional experience spans nearly a century of practice — had never encountered the § 9-620 mechanism used this way.

Not in a variation. Not in an analogous structure. Never. Ripley engaged the specialized firm of Munsch Hardt Kopf & Harr, P.C. solely to understand what Soura was proposing. Munsch Hardt's first task was a detailed UCC search to orient the entire team on the mechanism and its precedents. On October 6, 2025 — nearly two months after the NDA was signed — Ripley's outside counsel was still coordinating the initial working call with Munsch Hardt to discuss, in that counsel's own words, what an Article 9 process would even look like in practice.

During the weeks before that understanding was developed, Ripley and his counsel did what diligent parties do when handed an unfamiliar structure by a counterparty who insists it is the only path forward: they documented what Soura was describing. They wrote it down, presented it back for correction, and had Soura confirm the written account. That documentation is evidence of what Soura represented. It is not evidence that Plaintiffs understood what those representations concealed. Capturing a structure carefully enough to have specialists evaluate it is not the same as understanding what the structure was designed to do. Ripley's team was doing the former. They did not fully achieve the latter until the specialized engagement produced results — and by then, the disclosures of late October and November 2025 had already begun to show them what they were actually inside of.

Those disclosures arrived in sequence, each one more damaging than the last. The man introduced in writing as the majority shareholder of Remington did not own it. The operating entities had been placed into other names specifically to defeat successor-liability claims — to protect Soura from the very creditors Ripley had committed to paying. The senior secured lender Soura had identified as the foreclosing party under the § 9-620 plan was not an arm's-length institution. It was Soura himself. He had been on both sides of the transaction from the beginning — the seller, the lender, and the foreclosing party, all at once, all concealed behind entities whose names had been kept from every person who needed to know them.

What Plaintiffs did not know — and what the record described in the pages that follow will prove — is that the documentation was never going to arrive. Not because it was disorganized. Not because the transaction was complex. But because there was no legitimate ownership chain to document, no arm's-length lender to foreclose, and no sale that Defendant Soura ever intended to complete. The diligence materials, the cap table, the operative trademark license, the chain of signing authority — each of them requested in writing, on dates the record will show, each of them promised and never delivered — were withheld not by oversight but by design. What follows is the proof of that design, piece by piece, in the order in which Plaintiff Ripley encountered it.

What Ripley understood as the architecture of a rescue — a complex but lawful path through a distressed acquisition that would pay every creditor and restore a great American brand — was the architecture of a trap. And the trap required one thing above all else to function: that its target never fully understand what he was inside of until it was too late to stop it.

The complaint that follows alleges that fraud in detail. The counts are many and the facts are dense. But every allegation flows from a single design: a scheme built to extract value from every party who came near it — investors, contractors, suppliers, public bodies, tradespeople — while ensuring that no one who could stop it ever had enough information to do so until the extraction was complete. The creditors are not background figures in this case. They are its central victims. And Plaintiff Ripley's position in this litigation is, in the most direct sense, theirs as well: the only party who has committed to paying every one of them in full and who has the documented record, the legal standing, and the will to see that commitment through.

I. NATURE OF THE ACTION

1. This action arises out of a deliberate, multi-year scheme by Defendants to weaponize the historic Remington firearms brand — and a calculated maze of inter-related limited liability companies and shell entities — as the vehicle for a coordinated fraud upon Plaintiffs, the citizens and instrumentalities of the State of Georgia and Troup County, and an ever-lengthening list of unpaid trade creditors of the enterprise centered at 1475 South Davis Road, LaGrange, Troup County, Georgia (the "LaGrange Manufacturing Facility"). On its public face, the enterprise presents itself as the lawful successor to the historic Remington firearms business. In its actual operation, as Plaintiffs allege and will prove, the enterprise has been operated as a structured creditor-defeat mechanism — designed and executed to extract land, cash, tax incentives, contractor labor, supplier goods, and equity-investor funds, while paying a hand-picked subset of creditors and discarding the rest by deliberate design.[1]

[1] Each specific dollar figure stated in this Complaint is drawn from publicly available records as cited herein, or is alleged in general terms with precise amounts reserved for proof at trial. No figure in this Complaint is sourced from material designated confidential under the NDA or filed under seal in Roundhill Group LLC v. Ripley et al., No. 1:26-cv-00529-MN (D. Del.). See also Exhibit C to this Complaint, the Declaration of Chris Ripley (Docket 41).

1-A. Central to the scheme — and to this action — is Defendants' calculated and deliberate obfuscation of the ownership, control, and inter-relationships of the entities through which the Remington firearms enterprise is operated. The enterprise functions through a deliberately confusing web of at least nine inter-related entities — Roundhill, RemArms, Rockwell One Holdings, RemTML, REMMA, RemFA, REM EQ Holdings, SIFT, and Western Rock — whose ownership, capital structure, and corporate relationships have been concealed even from prospective equity investors during formal due diligence conducted with sophisticated counsel.

This opacity is not happenstance, and it is not a documentation gap to be cured through ordinary discovery. It is the engineered product of a multi-year strategy designed to defeat the lawful recovery mechanisms otherwise available to vendors, contractors, public bodies, and creditors of the enterprise. The same entities through which Defendants solicit public economic-development incentives, accept contractor labor, induce supplier shipments, and pursue equity-investor diligence are the entities Defendants then refuse to identify, document, or place in the hands of any counterparty seeking to verify ownership or signing authority.

Defendant Soura has articulated the strategy in his own words — including his admission, alleged in detail below, that the ownership of the operating entities was deliberately transferred to defeat successor-liability theories under Georgia law. Defendants' refusal to disclose who owns what is not incidental to the fraud alleged in this Complaint. It is the fraud.

2. Plaintiffs were drawn into the enterprise in 2025 as candidate equity investors. Plaintiff Ripley, the principal of Plaintiff Risk Off Capital, was approached in mid-2025 by Defendants Soura and D'Arcy regarding a potential minority investment in the Remington firearms business. After executing a Confidentiality and Non-Disclosure Agreement with Defendant Roundhill on or about August 9, 2025 (the agreement bears a printed date of August 4, 2025), and after the execution of a Letter of Intent on or about September 11, 2025 with Defendant Roundhill (executed by Mulford Waldrop on behalf of non-party Blue Collar Equity, LLC), Plaintiffs incurred substantial legitimate-acquisition diligence costs in good faith. During the diligence period, Defendant Soura disclosed, and in some instances directed, conduct establishing that the enterprise was not a legitimate business candidate for arm's-length investment but, rather, a structured creditor-defeat mechanism operating behind a calculated facade of corporate opacity. Plaintiffs accordingly seek to recover damages as creditors and as defrauded prospective business

partners and, as a necessary and indispensable component of this action, seek a declaration that the facts underlying Defendants' conduct cannot, as a matter of law, be suppressed behind a non-disclosure agreement executed in the inducement of that very conduct.

3. **The cap-table concealment is one piece of a broader pattern of Defendant Soura saying one thing and another thing happening.** Defendant Soura repeatedly represented that all diligence documents necessary to consummate the contemplated transaction would be placed in the deal room and made available to Plaintiffs and their counsel in the ordinary course. They were not. Among the documents never produced, the most material was any documentation evidencing the actual ownership of, or signing authority for, the operating entity. When confronted at the closing-document stage, Defendant Soura admitted in the presence of Ripley and Mulford Waldrop that he held no ownership interest in the company — stating that the operating company had instead been sold approximately two years prior to his then-girlfriend Defendant Virginie Boutin and an additional individual whom Defendant Soura identified as Defendant Boutin's mother (Plaintiffs are presently unable to confirm whether the individual is in fact Defendant Boutin's mother and rely upon Defendant Soura's representation for present pleading purposes). Even accepting Defendant Soura's representations at face value, a legitimate sale of that nature would have left a documentary record, and the legal owners as named could have formally authorized Defendant D'Arcy to execute the closing documents. Plaintiffs and their counsel repeatedly requested that documentation because Plaintiffs still believed the transaction could be consummated. Defendant Soura never produced it. Instead, Defendant Soura asked Plaintiffs to accept Defendant D'Arcy's bare signature as sufficient. The structural fraud is not merely the concealment of the ownership transfer; it is the persistent inability or refusal to produce any documentary support for the representations made.

4. **Defendant Soura solicited Plaintiff Ripley to commit fraud against the enterprise's own creditors on multiple occasions.** As more particularly described in Section IV.K below, Defendant Soura on at least four separate occasions solicited Plaintiff Ripley to participate in fraudulent conduct directed at identifiable third-party creditors of the enterprise. On each occasion Plaintiff Ripley refused. Plaintiffs allege these solicitations as both independent acts of fraud against Plaintiffs and as direct evidence of Defendant Soura's scienter regarding the broader scheme.

5. **Plaintiff Ripley is an unpaid inducement creditor of the enterprise.** In reliance on Defendant Soura's repeated representations that the diligence information necessary to close would be placed in the deal room, and on the partnership framework Defendant Soura was offering, Plaintiff Ripley caused Rip95 to provide equipment-relocation services from two locations (Knoxville, Tennessee and the Sewon Boulevard facility in LaGrange) to the LaGrange Manufacturing Facility, pallet-racking installation services at the LaGrange Manufacturing Facility, and internet-wiring installation services at the same facility — services that, at market rate, were valued in an amount to be proven at trial but that Plaintiff Ripley provided at cost or below cost as a good-faith demonstration of partnership intent. Mulford Waldrop provided labor to that effort; Plaintiff Ripley paid Mr. Waldrop personally for his labor. Plaintiff Ripley remains unpaid for a substantial portion of that work, including not less than an amount to be proven at trial in unpaid out-of-pocket build costs. Plaintiff Risk Off Capital was the assignee of certain rights related to the senior secured note encumbering the LaGrange Manufacturing Facility. Plaintiff Ripley further has, with his own personal funds, paid more than $480,000 to other unsecured creditors of the enterprise.

6. By this action, Plaintiffs seek (i) compensatory damages for fraud, conversion, breach of contract, and related torts; (ii) treble damages and attorneys' fees under the Georgia RICO statute, O.C.G.A. § 16-14-1 et seq.; (iii) declaratory and equitable relief voiding fraudulent transfers under the Georgia Uniform Voidable Transactions Act, O.C.G.A. § 18-2-70 et seq.; (iv) punitive damages under O.C.G.A. § 51-12-5.1; (v) attorneys' fees and expenses under O.C.G.A. § 13-6-11; and (vi) such other relief as is just.

II. PARTIES

A. Plaintiffs

7. Plaintiff Christopher B. Ripley is a natural person and citizen of the State of Texas who at all relevant times acted as principal of Plaintiff Rip95 LLC and as a personal investor, percipient witness, and unpaid creditor of the enterprise described herein. Plaintiff Ripley's involvement in the firearms industry pre-dates the August 9, 2025 NDA: Plaintiff Ripley is a former National Champion All-American competitive shooter, holds NRA Junior Achievement medals, holds a world championship cup awarded within the past five years, and from approximately 2012 until 2014, served as a responsible party for a federally licensed business

engaged in the retail sale of firearms and ammunition — one of the earliest large-scale independent business-to-consumer e-commerce operations in that space. Mr. Ripley personally executed the Confidentiality and Non-Disclosure Agreement with Roundhill dated on or about August 9, 2025 (the agreement bears a printed date of August 4, 2025).

8. Plaintiff Rip95 LLC, doing business as Risk Off Capital, LLC, is a Delaware limited liability company. Pursuant to that certain Loan Sale Agreement dated as of March 26, 2026, Plaintiff Rip95 acquired contractual rights with respect to the senior secured note encumbering the LaGrange Manufacturing Facility. Plaintiff Rip95 is an unsecured creditor of Defendants RemArms, LLC and Rockwell One Holdings, LLC arising from contract proceeds owed to it for the equipment-relocation, pallet-racking, and internet-wiring services performed at the LaGrange Manufacturing Facility, and from out-of-pocket payments made to other creditors of those entities.

B. Defendants

Preliminary Note Concerning Identification of Entity Defendants. Several of the entity Defendants identified below are pleaded by reference to descriptions or designations (including the ABC Corp., DEF Corp., GHI Corp., and JKL Corp. designations) that necessarily lack the specificity ordinarily found in well-pleaded party allegations. That lack of specificity is not a defect of pleading by Plaintiffs; it is the direct and intended product of Defendants' calculated obfuscation of the ownership, control, and inter-relationships of the entities through which the Remington firearms enterprise is operated. Notwithstanding repeated written and oral requests by Plaintiffs and their counsel during formal due diligence — including the requests of September 16, 2025, October 8, 2025, October 24, 2025, and October 30, 2025 referenced in Paragraph 39-A below — Defendants have refused to produce the organizational chart, capitalization table, transfer documentation, operating agreements, and signing-authority documentation that would permit precise identification of each entity's name, jurisdiction of formation, members, managers, and role. Plaintiffs accordingly identify each such entity by the description by which it has been made known to Plaintiffs, reserve the right to amend this Complaint upon discovery of the identifying documentation Defendants have to date concealed, and respectfully submit that any pleading-stage challenge by Defendants to the specificity of these allegations would invite this Court to reward, rather than remedy, the very obfuscation that is at the heart of this action.

9. Defendant Scott Soura is, upon information and belief, a natural person and citizen of the Commonwealth of Pennsylvania who at all relevant times acted as the de facto controller of the enterprise centered at the LaGrange Manufacturing Facility and as the principal decision-maker for Roundhill Group LLC and its affiliates. Defendant Soura is subject to the personal jurisdiction of this Court pursuant to O.C.G.A. § 9-10-91, having transacted business in Troup County, committed tortious acts within Troup County, and caused tortious injury within Troup County, all as alleged in detail below.

10. Defendant Virginie Boutin is, upon information and belief, a natural person who at all relevant times held nominal record ownership of the operating entities of the enterprise and was used by Defendant Soura as the recipient of fraudulent transfers designed to defeat successor liability under Georgia law. Defendant Boutin is subject to the personal jurisdiction of this Court pursuant to O.C.G.A. § 9-10-91 on the same bases set forth above and as the transferee of voidable transfers reaching property located within Troup County.

11. Defendant Jane Doe Boutin is, upon information and belief and based on Defendant Soura's representations to Plaintiffs, an individual whom Defendant Soura identified as the mother of Defendant Virginie Boutin and as an additional nominal record owner of the operating entities of the enterprise. Plaintiffs are presently unable to (a) confirm her legal name or (b) confirm whether she is in fact Defendant Boutin's mother. Plaintiffs rely upon Defendant Soura's representation for present pleading purposes and reserve the right to amend this Complaint upon discovery of her actual identity and relationship to Defendant Boutin.

12. Defendant Ken D'Arcy is, upon information and belief, a citizen of Canada and a resident of the State of Texas who at all relevant times held himself out as Chief Executive Officer of RemArms, LLC and the Remington firearms business, who personally participated in the conduct giving rise to the claims herein, and who has been previously named as a defendant in pending Troup County actions including Accuwright Mechanical v. RemArms et al. Defendant D'Arcy is subject to the personal jurisdiction of this Court pursuant to O.C.G.A. § 9-10-91.

13. Defendant Roundhill Group LLC is, upon information and belief, a Delaware limited liability company maintaining its principal place of business in the Commonwealth of Pennsylvania, which holds the trade name and a license to manufacture firearms under the Remington trademark, and which is the disclosing party under the Confidentiality and Non-

Disclosure Agreement with Plaintiff Ripley dated on or about August 9, 2025 (the agreement bears a printed date of August 4, 2025). Defendant Roundhill is subject to the personal jurisdiction of this Court pursuant to O.C.G.A. § 9-10-91.

14. Defendant RemArms, LLC is, upon information and belief, a Delaware limited liability company doing business in the State of Georgia, operating the firearms manufacturing facility at 1475 South Davis Road, LaGrange, Troup County, Georgia 30241. Defendant RemArms is subject to the jurisdiction of this Court.

15. Defendant Rockwell One Holdings, LLC is, upon information and belief, a Delaware limited liability company that holds title to and/or leases the real property and improvements located at 1475 South Davis Road, LaGrange, Troup County, Georgia 30241, conducts all or substantially all of its business in Troup County, Georgia, and is the borrower under the construction loan presently held by the senior secured construction lender. Defendant Rockwell One is subject to the jurisdiction of this Court.

16. Defendant ABC Corp., a corporation commonly known to Plaintiff as “REMMA” (hereinafter “REMMA”), is, upon information and belief, an entity in the overall holding-company structure governing the enterprise centered at the LaGrange Manufacturing Facility, and is a participant in the integrated enterprise alleged herein. Defendant REMMA is subject to the jurisdiction of this Court.

17. Defendant DEF Corp., a corporation commonly known to Plaintiff as “RemFA” (hereinafter “RemFA”), is, upon information and belief, an entity in the overall holding-company structure governing the enterprise centered at the LaGrange Manufacturing Facility, and is a participant in the integrated enterprise alleged herein. Defendant RemFA is subject to the jurisdiction of this Court.

18. Defendant REM EQ Holdings, LLC (“RemEQ”) is, upon information and belief, an entity in the overall holding-company structure governing the enterprise centered at the LaGrange Manufacturing Facility, holds or has held equipment used at said facility, and is a participant in the integrated enterprise alleged herein. Defendant RemEQ is subject to the jurisdiction of this Court.

19. Defendant RemTML, LLC is, upon information and belief, a Delaware limited liability company that holds the firearms-manufacturing license utilized by the enterprise at the LaGrange Manufacturing Facility. Defendant RemTML is subject to the jurisdiction of this Court as a participant in the integrated enterprise operations in Troup County.

20. Defendant GHI Corp., commonly known to Plaintiff as "SIFT" (hereinafter "SIFT"), is, upon information and belief, an entity holding the position of senior secured creditor of RemArms, LLC in the approximate amount of $20,000,000. Plaintiffs allege upon information and belief, based on direct admissions by Defendant Soura made in the presence of Plaintiff Ripley and Mulford Waldrop, that Defendant Soura is the de facto principal of SIFT. The position is alleged herein as a self-dealing security interest subject to equitable subordination and to voiding under the Georgia Uniform Voidable Transactions Act.

21. Defendant JKL Corp., commonly known to Plaintiff as "Western Rock" (hereinafter "Western Rock"), is, upon information and belief, an entity holding the position of second-lien secured creditor of RemArms, LLC in the approximate amount of $10,000,000. Plaintiffs allege upon information and belief, based on direct admissions by Defendant Soura made in the presence of Plaintiff Ripley and Mulford Waldrop, that Defendant Soura is the de facto principal of Western Rock. The position is alleged herein on the same bases as SIFT.

22. Defendants John Does 1–10 are presently unknown persons and entities, including without limitation co-conspirators and additional nominal transferees and aiders and abettors of the conduct alleged herein. Plaintiffs reserve the right to amend this Complaint to identify said Defendants upon discovery.

III. JURISDICTION AND VENUE

23. This Court has subject-matter jurisdiction over this action pursuant to Ga. Const. Art. VI, § IV, Para. I and the general jurisdiction of the Superior Courts of Georgia. Declaratory relief with respect to the Confidentiality and Non-Disclosure Agreement is sought in Count XI of this Verified Complaint.

24. This Court has personal jurisdiction over each out-of-state Defendant pursuant to the Georgia long-arm statute, O.C.G.A. § 9-10-91, each such Defendant having transacted business, committed tortious acts, and caused tortious injury within Troup County, all as alleged

in detail herein. Venue is proper in this Court pursuant to O.C.G.A. § 14-11-510 as to each LLC Defendant whose registered office is located in Troup County or which maintains a principal office and transacts business in Troup County; pursuant to O.C.G.A. § 9-10-93 as to each Defendant against whom claims in tort are asserted arising out of injury occurring in Troup County; and pursuant to Ga. Const. Art. VI, § II, Para. VI as to the joint tortfeasor Defendants. The principal locus of the conduct alleged herein — the LaGrange Manufacturing Facility, the construction project at 1475 South Davis Road, the unpaid contractors, the City of LaGrange, the Troup County Development Authority, and the senior-secured-loan collateral — is wholly within Troup County.

25. This action is brought in the natural forum for the conduct alleged. The fraud occurred in Troup County. The construction took place in Troup County. The unpaid creditors are concentrated in Troup County and the surrounding region. The public bodies and instrumentalities that were defrauded include the State of Georgia, as originator of the Regional Economic Business Assistance grant; the LaGrange Development Authority, as the local administrator of that grant and the conveyor of land and incentives; the City of LaGrange; and the Troup County Board of Commissioners — each of which is located in or accountable to Troup County. The collateral securing the senior loan is in Troup County. Most of the percipient witnesses, with the exception of Plaintiff Ripley, reside in or near Troup County.

IV. FACTUAL BACKGROUND

A. The Move to Georgia and the 856-Job Pledge

26. Based on publicly available information, in or about 2022–2024, Defendants Soura and Roundhill, having acquired through prior bankruptcy proceedings rights to manufacture firearms under the Remington trademark, sought to relocate manufacturing operations from Ilion, New York. As part of that relocation, according to press releases, Defendants Soura and Roundhill solicited economic-development incentive packages from multiple states, representing in each instance that the relocated operations would create approximately eight hundred fifty-six (856) jobs over a five-year period in Troup County at the chosen facility.

26-A. As part of the same coordinated solicitation of economic-development incentives, Defendant D'Arcy, then holding himself out as Chief Executive Officer of the Remington firearms business, publicly represented to the State of Georgia and to the LaGrange community that the enterprise would establish its global headquarters and advanced manufacturing operations in Troup County. In the official Office of the Governor press release of November 8, 2021 (Exhibit A hereto), Defendant D'Arcy stated, "We are very excited to come to Georgia, a state that not only welcomes business but enthusiastically supports and welcomes companies in the firearms industry." Defendant D'Arcy's contemporaneous public statement, made in the name of and on behalf of the Remington firearms enterprise to a Georgia state public body, is alleged herein as direct evidence of (i) the deliberate solicitation of Georgia economic-development incentives in support of the 856-job representation, (ii) Defendant D'Arcy's personal direction of the enterprise's affairs in Georgia for purposes of personal jurisdiction under O.C.G.A. § 9-10-91, and (iii) Defendant D'Arcy's participation in the false statements made to a state government that constitute predicate acts under the Georgia RICO claim pleaded in Count VIII below.

27. Georgia, acting through the LaGrange Development Authority, the City of LaGrange, and Troup County, accepted the relocation in reliance on the 856-job representation and provided Defendants with (i) land for the LaGrange Manufacturing Facility, conveyed to entities controlled by Defendant Soura; (ii) cash incentives; (iii) tax rebates under the REBA grant program conditioned on job creation; and (iv) at Defendant Soura's express request, a waiver of the performance-bond requirement on the construction project.

28. Upon information and belief, Defendants knew at the time these representations and incentives were obtained that the 856-job figure was materially false. The actual operating plan for the relocated manufacturing was a deliberately simplified manufacturing footprint that could not, by its design, support a workforce of anywhere near eight hundred fifty-six (856) employees. From June and July 2025 conversations between Defendants and Plaintiff Ripley, both occurring before the Confidentiality and Non-Disclosure Agreement of August 9, 2025 (bearing a printed date of August 4, 2025), Defendants D'Arcy and Soura delivered to Plaintiff Ripley a detailed and rehearsed presentation of their plan to simplify the manufacturing operations. The plan, as Defendants described it, was to produce only firearm receivers and barrels (and in some renditions, also bolts), and expressly not to produce small parts including triggers and related components. Defendants stated that the small-parts manufacturing would be outsourced, in some cases to manufacturers located outside the United States. The bulk of the manufacturing employment associated with the prior Ilion, New York operations was attributable to small-parts

manufacturing of the kind Defendants intended to outsource. Defendants had also, prior to the relocation to South Davis Road, sold a substantial portion of the small-parts manufacturing machinery from the Ilion, New York facility, consistent with and in furtherance of the simplification plan.

29. Additional corroboration of Defendants' pre-NDA simplified-manufacturing plan is alleged on information and belief and is anticipated to be developed in discovery. Plaintiff Ripley has been informed by a third-party source, to be identified in discovery, that at least one other independent investor reviewed the contemplated transaction during the same period and received substantially the same simplified-manufacturing presentation directly from Defendants. The identity of the other investor and of the third-party source is not presently known to Plaintiffs and is anticipated to be developed through discovery.

30. The internal documentation corroborates the simplified-manufacturing plan. Defendants' own internal proformas, later released through Defendant Soura's counsel to Plaintiffs in diligence, reflected a total projected workforce at full capacity of well below two hundred (200) employees. The employee rollout plans presented by Mr. Billy Hogue, the RemArms head engineer and plant manager, to Plaintiffs confirmed the sub-200 projected number. The variance between 856 (the public representation to the State of Georgia and to the LaGrange Development Authority in support of the REBA grant, first published on November 8, 2021 by (a) an official press release issued by the Office of Governor Brian P. Kemp through the Georgia Department of Economic Development (a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference) and (b) an official press release issued by RemArms (a true and correct copy of which is attached hereto as Exhibit B and incorporated herein by reference), and the subject of public reporting in the LaGrange Daily News and other news outlets) and below 200 (the documented internal plan) is not a forecasting error. It is the difference between the manufacturing scope Defendants represented to the public bodies to obtain the incentives and the manufacturing scope Defendants had always actually planned to operate.

31. On information and belief, Defendant Soura subsequently admitted in direct conversation with Plaintiff Ripley that the LaGrange Development Authority and Troup County officials would never audit the job-count discrepancy because (i) they would be "too embarrassed" to admit they had been misled, and (ii) they would not risk losing the Remington brand presence

even if they knew the truth. Defendant Soura characterized the local public officials and creditor class in derogatory and disparaging terms, including but not limited to "**fucking hillbillies**" — a statement separately corroborated by percipient witness Frank Janos, who has approximately thirty (30) years of construction-project experience generally and who served as Owner's Representative on the LaGrange Manufacturing Facility project from September 2024 until his resignation in February 2026 as an unpaid creditor.

B. The Pre-Existing Creditor Backlog and the Selective-Payment Pattern

32. Even before Defendants' departure from Ilion, New York, Defendant Soura and the enterprise carried a list of unpaid trade creditors and municipal obligations. The relocation to Georgia did not change the pattern. Upon commencement of operations at the first leased facility on Sewon Boulevard, LaGrange, and continuing through occupation of the LaGrange Manufacturing Facility at 1475 South Davis Road, Defendant Soura's practice was to selectively pay vendors by applying a three-pronged set of criteria, each of which Defendant Soura applied unilaterally: (i) vendors he subjectively determined had been "paid enough"; (ii) vendors no longer needed for future operations; and (iii) vendors whose accumulated unpaid balance had reached a sufficiently large dollar amount that Defendant Soura preferred to litigate or extinguish rather than pay.

33. By the time of the diligence period described below, the unpaid-creditor count identified to Plaintiffs had reached more than two hundred fifty (250) creditors and continues to grow. Plaintiffs do not represent that the figure reflects the complete universe of unpaid creditors of the enterprise; Plaintiffs allege on information and belief, based on Defendant Soura's pattern of selective disclosure and the discovery during the diligence period of previously undisclosed creditors, that the full creditor picture was never disclosed to Plaintiffs and is not presently known. The presently identified non-exhaustive subset of unpaid creditors includes Southeastern Site Development, Inc. (mechanics' liens recorded at Lien Book 184, Page 288 and Lien Book 185, Page 124), AAR of NC (subject of pending Troup County action 26-CV-0089), Reinicke Athens, Inc. (also referred to as "RAI") (mechanics' lien recorded at Lien Book 185, Pages 514–517), Principle Construction West Georgia, LLC, Accuwright Mechanical (mechanics' lien recorded at Lien Book 185, Page 98; subject of pending Troup County action), Panel Systems Unlimited

(subject of pending Troup County action), Synergy Security Services (which continued to render services to the enterprise after the August 2025 documented statement of intent as to the § 9-620 plan and was not paid), Pemmco Manufacturing, Jackson Printing, Plaintiff Ripley herein, and additional trade vendors.

34. The Pemmco Manufacturing matter is illustrative of an additional operational element of Defendant Soura's in-terrorem methodology: the affirmative suppression of would-be cooperators. Pemmco Manufacturing filed suit against RemArms, won at trial, and won again on appeal — a verifiable public-record litigation history that runs in parallel to the Jackson Printing matter alleged in Subsection H below. Representatives of Pemmco Manufacturing informed Plaintiff Ripley that they had personally witnessed fraudulent conduct by Defendant Soura during the course of their litigation and had initially agreed to join Plaintiff Ripley as co-aggressor in collections activity. They thereafter declined to do so, citing specifically their unwillingness to be drawn back into litigation with Defendant Soura.

C. The Diligence Period and the Confidentiality and Non-Disclosure Agreement

35. In or about June 2025, Defendant D'Arcy, identifying himself as Chief Executive Officer of the Remington firearms business, contacted Plaintiff Ripley regarding a potential equity investment. In two telephone calls of approximately one hour each, Defendant D'Arcy briefed Plaintiff Ripley on the prior bankruptcies and operations of the enterprise and represented Defendant Soura as the "owner" of RemArms. Specifically, on June 16, 2025, Defendant D'Arcy introduced Defendant Soura to Plaintiff Ripley by text message in a three-party iMessage thread among Defendant D'Arcy, Defendant Soura, and Plaintiff Ripley. In that introduction, Defendant D'Arcy identified Defendant Soura in writing, and in Defendant Soura's presence on the thread, as "the majority shareholder of Remington firearms." Defendant Soura did not correct that representation contemporaneously on the thread or in any subsequent communication during the diligence period. That written representation was later contradicted by Defendant Soura's own admission — first made on or about October 22, 2025, on the telephone call with Plaintiff Ripley and counsel (Trey Herschap and the Kastner Gravelle attorneys Evan Kastner, Earl Henderson, and Miles Fortenberry) more fully described in paragraph 45-A below, and repeated thereafter in the presence of Plaintiff Ripley and Mr. Mulford Waldrop as described in paragraph 46 — that Defendant Soura did not in fact own the operating entities. A true and correct copy of the relevant

portion of the June 16, 2025 iMessage thread is sworn to in, and attached to, the Declaration of Christopher B. Ripley filed contemporaneously herewith.

35-A. Throughout the diligence period, Defendant D'Arcy actively reinforced the representations Defendant Soura was making to Plaintiff Ripley. On numerous occasions, when Plaintiff Ripley and his counsel pressed for the diligence information that Defendant Soura had represented would be placed in the deal room, Defendant D'Arcy independently assured Plaintiff Ripley that the information was forthcoming, echoing and corroborating Defendant Soura's representations and thereby helping to keep Plaintiff Ripley engaged and continuing to expend time, effort, and capital on the contemplated transaction. Defendant D'Arcy repeatedly expressed enthusiasm for the work and services that Plaintiff Ripley and Plaintiff Rip95 were providing to the enterprise, further encouraging Plaintiff Ripley's continued performance and expenditure. Plaintiffs allege that Defendant D'Arcy's conduct, in parallel with Defendant Soura's, operated to keep Plaintiff Ripley on a treadmill of continued performance and expenditure while the diligence information minimally necessary to consummate the contemplated transaction was never produced.

35-B. Defendant D'Arcy's participation was not limited to reinforcing Defendant Soura's representations. Defendant D'Arcy specifically asked Plaintiff Ripley to arrange for Accuwright Mechanical to provide services to RemArms — that is, to bring an additional trade creditor into the enterprise's web of unpaid obligations. Accuwright Mechanical is among the unpaid creditors identified in paragraph 33 above, holds a recorded mechanics' lien against the LaGrange Manufacturing Facility, and is the subject of a pending Troup County action. Separately, when Plaintiff Ripley directly raised with Defendant D'Arcy the problem posed by the planned Article 9, § 9-620 strict-foreclosure disposition — and specifically the fact that the enterprise was continuing to sign additional trade creditors to RemArms even though the planned § 9-620 disposition was designed to extinguish such creditors by operation of law — Defendant D'Arcy responded, in substance, that this "was not his problem." Defendant D'Arcy's solicitation of additional creditor services, and his dismissive response to Plaintiff Ripley's direct warning concerning the continued signing of creditors into a structure designed to extinguish them, are pleaded as direct evidence of Defendant D'Arcy's knowing participation in the creditor-defeat scheme alleged herein and as additional scienter and predicate-act evidence supporting the civil conspiracy claim (Count III) and the Georgia RICO claim (Count VIII) below.

36. On or about July 15, 2025, Plaintiff Ripley traveled to LaGrange and met in person with Defendant Soura for one and one-half days. Ripley toured the Sewon Boulevard facility (then recently shut down) and the LaGrange Manufacturing Facility, met with company personnel including Mike Swanick, Hunter Cummins, Charles, James, Colleen, and Billy Hogue (the RemArms head engineer and plant manager), and held substantive discussions with Defendant Soura regarding the proposed minority equity investment, the size and corresponding equity percentage of which were as set forth in the Letter of Intent referenced below and will be proven at trial.

37. On or about August 9, 2025 (the agreement bears a printed date of August 4, 2025), Plaintiff Ripley executed a Confidentiality and Non-Disclosure Agreement with Defendant Roundhill (the "NDA"). Plaintiffs do not herein dispute the formal execution of the NDA. Plaintiffs do herein contend, and seek a declaration to that effect in Count XI of this Verified Complaint, that the NDA is unenforceable as applied to prevent Plaintiffs from disclosing the conduct constituting fraud against Plaintiffs and against the public.

38. On or about September 11, 2025, non-party Blue Collar Equity, LLC ("BCE"), acting through its managing member Mulford Waldrop, executed a Letter of Intent with Defendant Roundhill (the "LOI"). The LOI contemplated a flexible equity participation by the prospective investor group led by Plaintiff Ripley at investment levels and corresponding equity percentages set forth in the LOI and to be proven at trial. The LOI included provisions for a portion of the investment to be set aside for the benefit of creditors. Plaintiff Ripley was represented in connection with the LOI by Trey Herschap, his inside counsel, and by outside counsel at Kastner Gravelle LLP, where Evan Kastner served as the lead partner supported by associates Earl Henderson and Miles Fortenberry. Defendant Soura executed the LOI on behalf of Defendant Roundhill. Plaintiff Ripley and Defendant Soura at times referred to the LOI interchangeably as the parties' "MOU." Blue Collar Equity, LLC is not a party to this action. Plaintiffs do not assert herein, by assignment or otherwise, any claim belonging to Blue Collar Equity, LLC, including any counterparty rights under the LOI. The LOI is pleaded herein solely as factual background to

the inducement, fraud, and related allegations, and not as the contractual basis of any claim asserted by Plaintiffs.

Plaintiff Ripley further alleges, based on Mr. Mulford Waldrop's account to Plaintiff Ripley, that Mr. Waldrop — a competent acquirer of small and mid-market firms with experience in over thirty (30) prior acquisitions — was himself told in person by Defendant Soura on at least three (3) separate occasions that the requested information was forthcoming and easy for Defendant Soura to locate and provide. Plaintiffs plead this allegation on the basis of Plaintiff Ripley's account of what Mr. Waldrop reported to him, and anticipate that Mr. Waldrop will be available to corroborate the same as a percipient witness at trial.

39. The diligence team Plaintiffs assembled to evaluate the contemplated transaction consisted of four independent components with substantial experience in the closing of early-stage and venture transactions: (i) Plaintiff Ripley himself, in his capacity as principal investor; (ii) Trey Herschap, Plaintiff Ripley's inside counsel; (iii) the firm of Kastner Gravelle LLP, retained as outside counsel and acting through attorneys Evan Kastner (lead partner), Earl Henderson, and Miles Fortenberry; and (iv) the firm of Munsch Hardt Kopf & Harr, P.C., acting through Jeff Dunn and Jay Ong. Over the course of the diligence period, the diligence team conducted more than one hundred (100) hours of telephone calls with Defendant Soura, exchanged in excess of three hundred ninety (390) text messages with Defendant Soura, and held at least four (4) in-person, face-to-face meetings with Defendant Soura. The contemplated transaction is, by its facts, an early-stage / proforma-basis transaction: at relevant times the enterprise was not producing firearms, did not have a staff sufficient to do so, did not have documented revenues, and was valued by Defendants entirely on a proforma basis. The diligence team was well qualified to evaluate such a transaction. Throughout the diligence period, the diligence team made multiple email and other written requests to Defendant Soura asking him to produce the diligence information Defendant Soura had represented would be placed in the deal room. On numerous occasions, Defendant Soura represented that the information was forthcoming "in days," and represented that all of it would be available by early September 2025. Defendant Soura never produced the diligence information minimally necessary to consummate the contemplated transaction. The cap-table concealment alleged in Subsection E below is the marquee example, but not the only one.

39-A. The diligence team's written requests to Defendant Soura for the unproduced diligence materials — including a current organizational chart and capitalization table for REM EQ Holdings, LLC and its subsidiaries (including RemArms, LLC), documentation evidencing the transfer of Defendant Soura's prior ownership of REM OA Holdings, LLC, and documentation evidencing Defendant SIFT's transfer of its ownership of REM EQ Holdings, LLC — were made in writing on multiple occasions during the diligence period, including, among other times, by email dated September 16, 2025, by email dated October 8, 2025, by email dated October 24, 2025, and by email dated October 30, 2025. In requesting that documentation, counsel's written correspondence expressly referenced Defendant Soura's own representation that he had transferred his prior ownership interest in the operating entities and sought the documents necessary to verify that represented transfer, confirming that the transfer Defendant Soura described orally was contemporaneously treated by Plaintiffs' counsel, in writing, as an unverified representation requiring documentary proof that Defendant Soura never supplied. The October 30, 2025 email expressly identified the purpose of the request as enabling counsel "to diligence the authority of the individuals signing on behalf of the parties." Defendant Soura did not produce the requested documentation in response to any of these written requests, either before or after the closing-document stage. The contemporaneous email record is documentary, in the files of Plaintiff Ripley, Mr. Herschap, and Kastner Gravelle LLP, and is available to be produced in discovery.

D. The Article 9-620 Plan and the Continued Signing of New Creditors

The allegations in this Section describe the transaction mechanism Defendant Soura disclosed to Plaintiff Ripley beginning in August 2025 and insisted was the only viable path to closing. This Court should understand, before reading these allegations, that Plaintiff Ripley's team did not understand this mechanism when it was first described to them. They documented it carefully because they did not understand it — so that specialists not yet engaged could evaluate it properly. Their comprehension of its full legal implications developed only after the specialized engagement of Munsch Hardt Kopf & Harr, P.C. in October 2025. The documentation described in the paragraphs below is evidence of what Defendant Soura represented. It is not evidence that Plaintiffs understood, endorsed, or embraced the mechanism at the time those representations were made.

40. During the diligence period, and specifically beginning in August 2025, Defendant Soura disclosed to Plaintiff Ripley that he had elected to proceed with a strict-foreclosure disposition of the operating-company assets under Article 9, § 9-620 of the Uniform Commercial Code as enacted by Georgia. Defendant Soura's stated purpose for the planned § 9-620 disposition was to extinguish, by operation of law, the unsecured trade-creditor claims against RemArms. The senior secured creditor identified by Defendant Soura as the foreclosing party under the planned § 9-620 disposition was Defendant SIFT, with Defendant Western Rock as the second-lien holder.

Both SIFT and Western Rock are, as alleged in Subsection F below, positions owned and/or controlled by Defendant Soura. Accordingly, the planned strict foreclosure was a self-dealing transaction in which Defendant Soura, acting as the de facto principal of the foreclosing senior secured creditor, would extinguish the very trade-creditor claims that Defendant Soura, acting in his control capacity over RemArms, had caused the enterprise to incur. The aggregate dollar amount of unsecured creditor exposure remains, upon information and belief, ongoing and growing — a growth pattern that Plaintiffs allege was driven principally by Defendant Soura's progressive disclosure to Plaintiffs of previously undisclosed pre-existing creditors. Plaintiffs do not allege herein that the entirety of the increase was attributable to new post-capture creditor signings; the growth in Defendant Soura's own representations is alleged as direct evidence of (i) the incomplete creditor disclosure Defendant Soura had previously made and (ii) Defendant Soura's continuing pattern of selective disclosure throughout the diligence period. Plaintiffs allege the precise unsecured-creditor amount on a range basis and will refine it through discovery; the variance in Defendant Soura's own representations is itself alleged as evidence of his deliberate concealment from Plaintiffs of the true scope of pre-existing creditor exposure.

41. So material was the disclosure that Plaintiffs undertook to capture the plan in a documented sequence of confirmations. First, Defendant Soura described the plan to Plaintiff Ripley and Trey Herschap (Ripley's inside counsel) in a brief overview during one of their early meetings, sufficient to give Plaintiff Ripley and Mr. Herschap a general understanding of its structure. In a subsequent meeting, Defendant Soura then described the plan to Plaintiff Ripley and Mr. Herschap in detail. Following that detailed description, Plaintiff Ripley and Mr. Herschap reduced the plan to writing. At the next meeting attended by Plaintiff Ripley, Mr. Herschap, and Defendant Soura, Plaintiffs presented the written memorialization to Defendant Soura, who

reviewed it, identified corrections, and indicated that with those corrections the memorialization captured the plan. Plaintiffs incorporated the corrections.

42. Plaintiffs thereafter transmitted the corrected memorialization to Defendant Soura by means of a Google Drive sharing link, informing Defendant Soura that the documented plan represented Plaintiffs' path forward and asking Defendant Soura to make any further corrections. Defendant Soura did not open the Google Drive link. Instead, he stated to Plaintiff Ripley and Mr. Herschap, in substance, that he *"would rather not open it"* because it was *"not something that he would like to have floating around and in writing on his own hand."* Defendant Soura nonetheless confirmed to Plaintiff Ripley and Mr. Herschap that Plaintiffs had captured the plan correctly, or substantially correctly. The Google Drive sharing event is documentary, traceable through Google Drive metadata and the share-link access logs. The transmittal record is alleged as direct evidence of (i) the existence of the dated written memorialization; (ii) Defendant Soura's receipt of the share notification; and (iii) Defendant Soura's deliberate refusal to engage with the documented form for the stated reason of avoiding written attribution.

43. Defendant Soura further offered to describe the § 9-620 plan to any additional counsel of Plaintiffs' choosing whom Plaintiffs put on the telephone with him. Plaintiffs accepted that offer on multiple subsequent occasions. On each occasion, Plaintiff Ripley, Mr. Herschap, and one or more attorneys at Kastner Gravelle LLP — including Evan Kastner (lead partner), Earl Henderson, and Miles Fortenberry — participated on the call with Defendant Soura. On each call, Defendant Soura walked the assembled counsel through the § 9-620 plan in detail, addressing operational components and intended legal effects, and confirmed the plan's substance. Copious contemporaneous attorney work-product notes of these confirmation sessions exist in the files of Kastner Gravelle LLP. The Kastner Gravelle attorneys are independently available as percipient witnesses to those subsequent direct confirmations by Defendant Soura, and the contemporaneous notes are independently available as documentary corroboration of the substance of those confirmations.

44. Following the dated documented statement of intent as to the § 9-620 plan, Defendant Soura continued to direct the enterprise to sign new creditors to RemArms — including Panel Systems Unlimited, Accuwright Mechanical, Synergy Security Services, and additional creditors — with knowledge that the plan to extinguish such claims by operation of law had already

been formulated and was in active execution. On information and belief, Defendant Soura specifically directed Plaintiff Ripley to "contract all contractors we credibly could to RemArms." Said direction is alleged as direct evidence of premeditated future fraud at inducement, distinct from the wipeout of past obligations.

E. The Calculated Obfuscation of Ownership and Control

44-A. The allegations of this Subsection E are pleaded as the central conduct from which the broader scheme alleged in this Complaint draws its operative force. As Plaintiffs allege below, Defendants have constructed and maintained the ownership and signing-authority structure of the operating entities to be deliberately unascertainable by any counterparty seeking to verify it — including, in the matters described herein, by a sophisticated equity-investor diligence team comprising in-house counsel, two qualified outside law firms, and the principals themselves.

The point is not that Defendants made a mistake, omitted a document, or failed to update a cap table. The point is that Defendants weaponized the unknowability of the ownership structure to (i) induce Plaintiffs into legitimate-acquisition diligence and out-of-pocket performance; (ii) induce identifiable third-party vendors and contractors to perform work and ship goods to entities whose ability to pay Defendants knew to be foreclosed; (iii) induce public bodies of the State of Georgia, the LaGrange Development Authority, the City of LaGrange, and Troup County to convey land, cash incentives, and tax abatements to a corporate facade Defendants then refused to make verifiable; and (iv) preserve, against the day of disposition, the strategic option of denying that any presently identifiable party held the legal authority to bind the enterprise to its prior obligations. The cap-table concealment alleged in this Subsection E is therefore not pleaded as a discrete misrepresentation. It is pleaded as the engineered condition that made every other misrepresentation alleged in this Complaint operationally possible.

45. Throughout the diligence period, Defendant Soura repeatedly pledged — on at least three face-to-face occasions and on more than ten telephone occasions — that he would release the diligence materials necessary to permit Plaintiffs to complete the contemplated transaction. He did not.

45-A. On a telephone call held on or about October 22, 2025, on which Plaintiff Ripley, Trey Herschap (Plaintiff Ripley's inside counsel), and counsel at Kastner Gravelle LLP were present, Defendant Soura stated that he had transferred his prior ownership interest in REM OA Holdings, LLC to others, and that Defendant SIFT had likewise relinquished its equity ownership and control of the operating entities, in each case supposedly approximately eighteen (18) months prior to the call. Defendant Soura represented on that call that documentation evidencing these transfers would be produced. The promised documentation was not produced during the diligence period and has not been produced as of the filing of this Complaint. Defendant Soura's October 20-week disclosure of these transfers is inconsistent with his subsequent closing-stage admission, alleged in paragraph 46 below, that the operating entities were owned by Defendant Boutin and Defendant Jane Doe Boutin. The variance between Defendant Soura's successive accounts of who owned the operating entities — coupled with his persistent refusal to produce any documentary support for either account — is itself evidence of the cap-table concealment pleaded in this Subsection E.

45-B. In or about early November 2025, in furtherance of his pattern of refusing to produce documentation supporting his successive accounts of the operating entities' ownership, Defendant Soura circulated draft transaction documents designating Defendant D'Arcy as the signatory on behalf of the RemArms-related entities. Mr. Herschap and counsel at Kastner Gravelle LLP renewed their requests for the ownership and authority documentation previously requested as described in paragraphs 39 and 45-A above, expressly stating that no signature could be validly affixed on behalf of the entities until the chain of ownership and Defendant D'Arcy's signing authority were documented. Defendant Soura did not produce such documentation, and instead pressed Plaintiffs to accept Defendant D'Arcy's bare signature as sufficient. Defendant Soura's substitution of Defendant D'Arcy's signature for proper authority documentation is alleged as additional evidence of the cap-table concealment pleaded in this Subsection E and as additional evidence of Defendant Soura's specific intent to consummate the contemplated transaction without supplying the verification of ownership and authority that any legitimate counterparty would have required.

46. When Plaintiffs and their counsel insisted, at the closing-document stage, that Defendant D'Arcy's authority to sign closing documents on behalf of the entity required documentary support — an operating agreement, a cap table, or a member ledger — Defendant Soura admitted, in the presence of both Plaintiff Ripley and Mulford Waldrop, that he, Defendant

Soura, did not in fact own any of the operating company. Specifically, Defendant Soura admitted, in the presence of both Plaintiff Ripley and Mulford Waldrop, that he did not in fact own any of REM OA Holdings, LLC, REM EQ Holdings, LLC ("RemEQ"), or any of the other entities in which the assets of the Remington firearms business were held — including, without limitation, the Remington trademark, the manufacturing operations, the firearms museum, RemArms, LLC, and similar assets. Defendant Soura stated that the company was instead owned by his then-girlfriend, Defendant Virginie Boutin, and an additional individual whom Defendant Soura identified as Defendant Boutin's mother (Defendant Jane Doe Boutin).

46-A. The public capitalization record of REM EQ Holdings, LLC reflects an ownership structure of approximately 48.75% by REM OA Holdings, LLC; approximately 48.75% by Northern Gold Holdings; and approximately 2.5% by Defendant SIFT. The disputed ownership of REM OA Holdings, LLC has been the subject of prior litigation, including REM OA Holdings, LLC and SIFT Fixed US002, LLC v. Northern Gold Holdings, LLC, C.A. No. 2022-0582-LWW (Del. Ch.), in which Defendant Soura's vehicle REM OA Holdings, LLC and Defendant SIFT (as Plaintiffs Below) prevailed: the Court of Chancery (Will, V.C.), by Memorandum Opinion dated September 20, 2023, entered judgment for the plaintiffs, affirmed by the Supreme Court of Delaware by order dated July 5, 2024 (No. 465, 2023). Defendant Soura's subsequent representation to Plaintiff Ripley that Defendant Boutin and Defendant Jane Doe Boutin owned the operating entities cannot be reconciled with either the public capitalization record of REM EQ Holdings, LLC or with the Chancery proceedings to which Defendant Soura's interests were a party. Defendant Soura's representation, combined with his persistent refusal to produce any documentary support for the claimed Boutin ownership, is direct evidence of the cap-table concealment pleaded in this Subsection E.

47. Defendant Soura further stated that the ownership had been deliberately transferred to defeat successor-liability theories. Specifically, Defendant Soura explained that under Georgia law, the doctrine of successor liability requires a similarity of ownership between predecessor and successor entities, and that his divestiture had been engineered to fail that threshold element if and when his planned § 9-620 disposition were ever challenged. This admission is doctrinally distinct from the § 9-620 plan: the § 9-620 plan addresses pre-foreclosure creditor claims; the divestiture-for-successor-liability strategy addresses post-foreclosure liability theories.

E-1. The Pattern of Soura’s Rejection of Progressively Accommodating Investment Offers and His Escalating Counter-Demand

47A. Throughout the diligence period, in furtherance of the same concealed plan alleged in Subsection E above, Defendant Soura demonstrated a consistent pattern of refusing to consummate any legitimate investment transaction with Plaintiffs while continuing to extract diligence work and uncompensated services. Plaintiffs presented to Defendant Soura multiple successive written investment offers during the diligence period, each more accommodating to Defendant Soura’s stated terms than the prior. Several of these successive offers proposed, on a fully diluted basis, a valuation higher than the valuation Defendant Soura himself had originally requested — such that Plaintiffs were offering Defendant Soura more than he had initially asked, not less — and did so in addition to providing for the payment in full of all legitimate creditors of the enterprise. Defendant Soura denied each such written offer. Defendant Ken D’Arcy — then holding himself out as Chief Executive Officer of the Remington firearms business — actively assisted Plaintiffs in crafting an investment offer structured to address each of the substantive objections Defendant Soura had articulated to Plaintiffs’ prior offers. Defendant Soura rejected the D’Arcy-crafted offer as well.

47B. On or about November 17, 2025, on the heels of his successive rejections of Plaintiffs’ progressively accommodating offers and of the D’Arcy-crafted offer, Defendant Soura laughingly demanded, in substance, that Plaintiffs invest at a valuation materially higher than the D’Arcy-crafted offer he had just rejected. When Plaintiff Ripley asked Defendant Soura to articulate any rational basis for that escalated demand — including any financial, operational, or comparable-transaction support — Defendant Soura responded angrily and provided none. Defendant Soura’s escalating valuation demands across the diligence period, and his refusal to articulate any factual or financial basis for them when asked, are pleaded as additional direct evidence of (i) Defendant Soura’s intention from inception not to consummate any legitimate transaction with Plaintiffs, (ii) Defendant Soura’s parallel intention to extract diligence labor, services, and unpaid trade-creditor value from the enterprise pending consummation of the planned § 9-620 disposition alleged in Subsection D above, and (iii) Defendant Soura’s scienter as to each of the fraud counts pleaded in this Complaint.

E-2. The Trademark-License Concealment

47C. Based on publicly available information, the Remington firearms trademark license held by RemArms, LLC for manufacturing operations at the LaGrange Manufacturing Facility is held pursuant to a layered license structure originating, on information and belief, with rights held by Vista Outdoor Inc., passing to Defendant Roundhill, and subsequently to the Kinetic Group, a Czech Republic-based affiliate of CSG (Czechoslovak Group) (as further reflected in publicly filed documentation, Doc. 821-1 in In re Remington Outdoor Company, Inc., et al., Case No. 20-81688 (N.D. Ala. Bankr.)), and continuing downstream from Defendant Roundhill through Defendant RemTML to Defendant RemArms, LLC. Plaintiffs allege the foregoing license chain on information and belief and reserve the right to amend upon discovery of the operative license documentation. Throughout the diligence period, the diligence team made multiple written and oral requests to Defendant Soura asking for production of (i) the operative Vista Outdoor — Defendant Roundhill firearms-field-of-use license documentation in its current form, (ii) the RemTML — RemArms, LLC license documentation, and (iii) corporate authorization for each step of the trademark license chain. Defendant Soura produced certain partial information concerning the trademark license but never produced the operative chain-of-title documentation necessary to permit Plaintiffs and their counsel to verify the actual license terms, the contracting parties at each step of the chain, or the authority of any signatory to bind RemArms, LLC under the downstream license. Throughout the diligence period, the diligence team made at least four written requests and at least ten verbal requests for production of the operative license documentation and chain-of-title authorizations; on at least ten occasions Defendant Soura verbally confirmed that the documentation would be placed in the deal room "the next day" or represented that it would be provided substantially right away. It never was. The only trademark-license documentation Plaintiffs ever received was a historical, bankruptcy-era version of the license — the version reflected in the publicly filed Remington Outdoor bankruptcy record (Doc. 821-1, Case No. 20-81688 (N.D. Ala. Bankr.)). Plaintiffs never received the operative, currently active license then in place, including the license as assigned to or held through the Kinetic Group; Plaintiffs saw only a historical antecedent of it. Together with the cap-table concealment alleged in Subsection E above, the trademark-license concealment left Plaintiffs unable to verify the two things no rational acquirer would close without: who actually owned the enterprise to which substantial consideration would be paid, and whether the operative, currently active license was in place and conveyed. The current license — like the capitalization and ownership documentation alleged in Subsection E — was never placed in the deal room at any time during the diligence period. The trademark-license concealment, like the cap-table concealment pleaded in Subsection E above, was material to Plaintiffs' decision to incur diligence costs and to provide services to the enterprise on a partnership basis, and is alleged as additional evidence of fraud in the inducement and of the persistent pattern of Defendant Soura representing one thing while refusing to produce supporting documentation.

F. The SIFT and Western Rock Self-Dealing Admissions

48. On multiple occasions during the diligence period and subsequent communications, in the presence of and directly to Plaintiff Ripley and to Mulford Waldrop, Defendant Soura stated, *in substance: "I am SIFT," "I paid SIFT off long ago,"* and that he was likewise the principal of Western Rock. SIFT and Western Rock hold senior secured positions on the assets of RemArms, LLC. These admissions — made in the presence of two percipient witnesses — establish self-dealing senior-secured positions designed to create a wall of secured debt insulating the operating-company assets from unsecured creditor recovery.

49. The SIFT and Western Rock admissions made directly to Plaintiff Ripley and Mr. Mulford Waldrop are inconsistent with sworn testimony provided by Defendant Soura in the prior Delaware Chancery proceeding REM OA Holdings, LLC v. Northern Gold Holdings, et al., C.A. No. 2022-0582-LWW (Del. Ch.), in which the Court of Chancery (Will, V.C.), by Memorandum Opinion dated September 20, 2023 (affirmed by the Supreme Court of Delaware on July 5, 2024, No. 465, 2023), characterized Defendant Soura's testimony as "underhanded" and "illogical and inconsistent," and concluded that "one or both" of the testifying parties (Defendant Soura and his counterparty Italia) "repeatedly lied under oath." A Court of Chancery that entered judgment for the plaintiffs on the merits — i.e., that ruled in Defendant Soura's favor as to the legal disposition — nevertheless declined to credit Defendant Soura's word as to the facts, finding his testimony "illogical and inconsistent" and his conduct "underhand[ed]." The Chancery findings are pleaded herein for the limited purpose of establishing the prior judicial assessment of Defendant Soura's credibility under oath, not as a present claim of perjury.

49-A. The Chancery ruling that Defendant Soura now publicly invokes was expressly predicated on Defendant SIFT being an arm's-length third-party lender independent of Defendant Soura and of the operating entities. The Chancery Court rejected Defendant Northern Gold

Holdings, LLC's counterclaims attacking SIFT's existence, identity, and independence on that very premise, and entered judgment for the plaintiffs (REM OA Holdings, LLC and SIFT Fixed US002, LLC) on the strength of SIFT's status as a legitimate independent third party. Defendant Soura's subsequent admissions to Plaintiff Ripley and Mr. Mulford Waldrop — including the statements "I am SIFT" and "I paid SIFT off long ago" as alleged in paragraph 48 above — directly contradict the premise on which the Chancery ruling was issued. Defendant Soura is now wielding the very Chancery ruling that validated the SIFT loan to advance a self-dealing senior-secured position calculated to extinguish the unsecured trade creditors of the LaGrange enterprise — a use of the court's order that the Chancery ruling's underlying predicate of SIFT's independence cannot bear.

49-B. Plaintiffs do not herein allege that Defendant Soura testified falsely in the Chancery proceeding. The timing of Defendant Soura's acquisition of control of Defendant SIFT — whether predating, contemporaneous with, or postdating the Chancery proceeding — is unknown to Plaintiffs at the time of filing and is reserved for development through discovery. Plaintiffs respectfully raise, but do not herein answer, the question whether Defendant Soura's contemporaneous admissions of SIFT control, as alleged in paragraph 48 above, can be reconciled with the predicate of SIFT's independence on which the Chancery ruling was issued. That question is material to the issues herein, and Plaintiffs reserve all rights with respect to it.

G. The Construction Draw Diversion (Draw 9)

50. On or about the end of July 2025 and the beginning of August 2025, Defendant Soura caused Rockwell One Holdings to submit a construction-loan draw request to its construction lender (" Draw 9"). The Draw 9 request specifically designated funding for identified contractors who had performed work on the LaGrange Manufacturing Facility. Upon receipt of the Draw 9 proceeds, Defendants diverted those proceeds away from the designated contractors. Multiple of those designated contractors have remained unpaid for the work that was the subject of Draw 9.

51. Plaintiff Ripley alleges the Draw 9 diversion herein not as a matter inferred from public records but as a matter of direct percipient knowledge. Defendant Soura himself openly disclosed the diversion to Plaintiff Ripley and described it, in substance, as not a serious concern — because, in Defendant Soura's view, the affected contractors "didn't matter" and had been "paid

enough" already. Defendant Soura did not, at any time, describe to Plaintiff Ripley any deficiency in the actual work performed by Principle Construction, AAR of NC, or Reinicke Athens, Inc. (RAI). Defendant Soura's contemporaneous framing of the contractor balances as small relative to the total billed amounts — and his contemplation of manufactured chargebacks as a tool to defeat the balances — is corroborated by a text message Defendant Soura sent to Plaintiff Ripley on October 14, 2025, at 1:25 p.m., in which Defendant Soura stated, in part: "[W]ith respect to Reinicke, 97.7% has been paid in full, 2.3% is less than 30 days slow. There have been $0 chargebacks or deductions. Do you really think we can't find something wrong on over $13mm of work and issue chargebacks or argue over other things?" At or about the same time, Defendant Soura brought Frank Janos into project meetings to begin working with Plaintiff Ripley on plans for completion of the building. Mr. Janos, having observed the prior work of the named contractors during his Owner's Representative tenure, verified contemporaneously to Plaintiff Ripley, in substance, that the work performed by the affected contractors was completed and that payment was owed. Plaintiffs plead the substance of Mr. Janos's verifications based on Plaintiff Ripley's direct percipient observation of those communications, and anticipate that Mr. Janos will be available to corroborate the same as a percipient witness at trial.

51A. On October 27, 2025, Frank Janos met with Plaintiff Ripley at the LaGrange Manufacturing Facility. The principal purpose of the meeting was to review (a) the work Plaintiff Ripley was undertaking in installing internet at the facility, and (b) the work that Panel Systems Unlimited was scheduled to perform, the latter of which required the internet-drop locations to be confirmed in advance. Mr. Scott Chapman of Panel Systems Unlimited was also at the facility that day to coordinate the proposed drop locations.

During the same meeting, Mr. Janos and Plaintiff Ripley discussed additional matters, including the planned security systems at the facility and possible roof penetrations. The meeting also served as an opportunity for Mr. Janos and Plaintiff Ripley to discuss in detail the work that was the subject of Draw 9 and the contractors affected by the Draw 9 diversion. Mr. Janos described to Plaintiff Ripley several Draw 9 contractors whose involvement and circumstances Defendant Soura had not previously been fully forthcoming with Plaintiff Ripley about, materially expanding Plaintiff Ripley's understanding of the scope of the Draw 9 diversion and of the universe of contractors affected by it. Either at the meeting or shortly thereafter, Mr. Janos provided Plaintiff Ripley with a spreadsheet capturing the contractors and remaining work affected by the Draw 9 diversion.

Plaintiff Ripley's knowledge of the Draw 9 diversion developed over time and from sources independent of any non-disclosure agreement. During January and February 2026, Plaintiff Ripley materially increased his knowledge of the diversion through his work with other similarly-situated unpaid creditors of the enterprise who possessed independent knowledge of the Draw 9 events. Southeastern Site Development, Inc. (SSDI), a designated Draw 9 contractor, possessed substantial direct knowledge of the Draw 9 diversion on or about October 15, 2025 and, to Plaintiff Ripley's knowledge and belief, was never a party to any non-disclosure agreement with Defendant Roundhill, such that SSDI's knowledge arose independently of the NDA. Thereafter, Plaintiffs came into possession of substantially all of the Draw 9 file through the diligence file associated with the March 26, 2026 Loan Sale Agreement. That file establishes the Draw 9 designation and subsequent non-payment of the four designated contractors whose work was the subject of Draw 9 — AAR of NC, Southeastern Site Development, Inc., Principle Construction West Georgia, LLC, and Reinicke Athens, Inc. — and includes documentation originating from Defendant Soura's own counsel confirming that the Draw 9 proceeds designated for those contractors were withheld from them. To the best of his knowledge and belief, Plaintiff Ripley attests that the documentation in his possession presents a substantially complete picture of the Draw 9 designation and non-payment as to those four contractors, and it will be produced in discovery. Plaintiff Ripley was not fully informed of the depth of the diversion, or of the supporting documentation that existed, until this later period — after he had already become an unpaid creditor of the enterprise.

Mr. Janos further characterized to Plaintiff Ripley, in substance, that AAR Roofing's roofing scope had already been completed and that AAR would be prepared to return to assist with additional roof penetrations the project required if — and only if — AAR were paid. Mr. Janos further told Plaintiff Ripley that the Draw 9 contractors were upset, and in his view rightly so, because the work they had performed for Draw 9 had been done in accordance with their contracts. The Janos-Ripley meeting is pleaded as additional contemporaneous corroboration of (i) the absence of any work-quality justification for the non-payment of the Draw 9 designees alleged in Subsection G above, and (ii) the operational link, alleged in Subsection IV.K(4) below, between the diverted Draw 9 contractors' non-performance of the remaining scope and Defendant Soura's subsequent solicitations of Plaintiff Ripley to take on work falling within or related to that scope, in lieu of Defendants' engagement of the diverted contractors. Plaintiffs plead the substance of Mr. Janos's statements and provisions of materials at and after the October 27, 2025 meeting based on Plaintiff Ripley's direct percipient knowledge of what Mr. Janos said to him, and what Mr. Janos heard from Defendants in Plaintiff Ripley's presence or contemporaneously communicated to Plaintiff Ripley, and anticipate that Mr. Janos will be available to corroborate the same as a percipient witness at trial.

52. After making Plaintiff Ripley aware of the diversion, Defendant Soura solicited Plaintiff Ripley to take on, in lieu of Defendants' engagement of the diverted contractors, certain remaining work that the diverted contractors would otherwise have completed — including certain site-work and fire-road scope that had been within SSDI's scope, and additional roof penetrations and related roof work that, but for the Draw 9 diversion, AAR of NC would have returned to perform. As to AAR specifically, Plaintiff Ripley's discussions with Defendant Soura concerned whether Plaintiff Ripley would have to perform roof penetrations himself, without AAR's participation, because AAR had not been paid; Plaintiff Ripley did not, and was not asked to, undertake replacement of AAR's already-completed roofing scope. Acceptance of either the SSDI site-work scope or the work AAR would otherwise have returned to perform would have operationally enabled the continued diversion of payment away from the diverted contractors. Plaintiff Ripley refused, as more particularly alleged in Subsection K(4) below.

53. The disclosures in this Subsection G are pleaded herein notwithstanding the NDA, and on the express premise developed in Count XI of this Verified Complaint, that an NDA cannot be enforced to suppress percipient-witness disclosure of fraud actively solicited by the disclosing party. Plaintiffs allege that Defendant Soura's solicitations of Plaintiff Ripley to participate in the Draw 9 diversion scheme — by performing work that would have completed the diversion of funds away from named third-party contractors — themselves caused Plaintiff Ripley's duties under the NDA, to the extent applicable to disclosure of such fraud, to cease as a matter of law. The Draw 9 diversion is alleged herein as factual background to Plaintiffs' conspiracy claim (Count III) and as a predicate act for the Georgia RICO claim (Count VIII). The Draw 9 diversion is a conversion of identifiable funds and, on information and belief, gives rise to criminal misappropriation exposure

under O.C.G.A. § 16-8-4 against the parties to whom the diverted funds were designated. These disclosures are limited to information that Defendant Roundhill Group has permitted to be disclosed on the public docket in the US District Court for the District of Delaware at Docket number 1:26-CV-00529-MN (Docket 41).

H. The Jackson Printing In-Terrorem Articulation

54. Defendant Soura's operational logic with respect to LaGrange-area creditors was articulated, in his own words, to Plaintiff Ripley during the diligence period, in the specific context of a verifiable public-record case. Jackson Printing — a LaGrange-area trade creditor — had obtained a judgment against Defendant Soura's interests.[2] Defendant Soura stated directly to Plaintiff Ripley that he had spent multiples of that judgment in legal fees to defeat collection on that judgment. Defendant Soura's stated rationale, told directly to Plaintiff Ripley, was: *"they're fucking hillbillies and they can't be allowed to show that they can collect from me, or else they'll all try to collect money."* Defendant Soura also stated to Plaintiff Ripley, in substance, *that he had spent "far more beating those fucking hillbillies with the Jackson Printing one" than the judgment was worth,* confirming directly to Plaintiff Ripley both the dollar magnitude of the litigation expenditure and Defendant Soura's in-terrorem rationale for it.

55. The Jackson Printing matter is verifiable in the public-court records of the courts of Troup County, Georgia. Defendant Soura's statement to Plaintiff Ripley with respect to Jackson Printing is the in-terrorem methodology stated in the speaker's own words, attached to a specific case and specific dollar amounts, and independently anchors the broader allegations of deliberate creditor suppression by reputational and litigation cost.

I. The October 28, 2025 Austin Conversation — Defendant Soura's Statements Concerning the Senior Secured Lender

56. On or about October 28, 2025 (and in any event within approximately one to two days of that date), while Plaintiff Ripley was traveling in and physically present in Austin, Texas, Plaintiff Ripley and Defendant Soura conducted a telephone conversation for the purpose of discussing strategies to complete construction of the LaGrange Manufacturing Facility. On information and belief, Defendant Soura was physically present in the Commonwealth of

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[2] The Jackson Printing judgment is a matter of public record. See Jackson Printing v. RemArms, LLC, Superior Court of Troup County, Georgia, Case No. 25-CV-0635.

Pennsylvania at the time of the call. During the telephone conversation, Plaintiff Ripley proposed a specific plan to clear the recorded SSDI mechanics' liens on the property and unlock further funding under the PSG construction loan. The proposed plan called for Plaintiff Ripley to (i) personally take responsibility for the SSDI obligation, (ii) cause cash payment to SSDI sufficient to reset the lien-action clock then running under O.C.G.A. § 44-14-368, (iii) cause SSDI to remove its existing recorded liens[3], and (iv) join as a payment party going forward, with the result that, with the SSDI liens removed, PSG would be in a position to fund the remainder of the approximately $25 million construction loan.[4] The proposed plan was consistent with Plaintiffs' previously and repeatedly expressed position, communicated to Defendant Soura on multiple prior occasions, that Plaintiffs would not be part of any acquisition or recapitalization in which local creditors remained unpaid.

57. In response to Plaintiff Ripley's proposal, Defendant Soura became audibly enraged on the telephone call. Defendant Soura stated, in substance and in part: (i) that he was *"never going to fucking pay SSDI"* because of how SSDI had *"fucked him"*; and (ii) that they had to *"get the loan away from the fucking Jews who are trying to figure out a way to take the building from him."* When Plaintiff Ripley reminded Defendant Soura that Plaintiffs would not be part of any transaction structure in which local creditors remained unpaid, Defendant Soura retracted the position that SSDI would not be paid, but expressly maintained that getting the construction loan away from PSG was urgent because PSG were, in his words, *"a bunch of fucking Jews."*

58. Plaintiffs allege, upon information and belief, that Defendant Soura made a substantively similar statement directly to Frank Janos in a separate conversation, in which Defendant Soura expressed hatred of "those fucking Jews who were going to steal the building from him." Plaintiffs plead this allegation on information and belief based on Plaintiff Ripley's understanding of communications received from Mr. Janos, and anticipate that Mr. Janos will be available to corroborate the same as a percipient witness at trial.

[3] The SSDI lien amounts are available in the publicly recorded mechanics' liens of Southeastern Site Development, Inc., recorded September 26, 2025 at Lien Book 184, Page 288, and November 12, 2025 at Lien Book 185, Page 124, Office of the Clerk of Superior Court, Troup County, Georgia.

[4] The senior secured construction loan amount is stated on the face of the recorded Leasehold Deed to Secure Debt, which recites a "Maximum Original Loan Amount" of $25,000,000.00 and a Maturity Date of October 1, 2026, recorded October 7, 2024 at Deed Book 2290, Page 278, Office of the Clerk of Superior Court, Troup County, Georgia. See also the Memorandum of Loan Modification (Deed Book 2350) and UCC Financing Statements 141-2024-001493 and 141-2024-001494, Georgia UCC Index.

59. The October 28, 2025 statements are pleaded herein not as a free-standing claim but as direct evidence of Defendant Soura's mental state with respect to the senior secured lender at the time he was contemporaneously: (i) executing the § 9-620 disposition plan disclosed to Plaintiffs in August 2025 (Subsection D above); (ii) operating under the Memorandum of Loan Modification and Extension Agreement between Rockwell One Holdings, LLC and PSG Lending SPV 4, LLC, recorded in the public record on October 16, 2025 just twelve days prior to the Austin conversation; (iii) drawing further funds under the PSG construction loan; and (iv) directing the enterprise's interactions with PSG, the LaGrange Development Authority, and the unpaid contractors of the LaGrange Manufacturing Facility. Defendant Soura's expressed animus toward and characterization of the senior secured lender, and his stated urgency to "get the loan away" from the senior secured lender, are alleged as scienter material to Counts I, II, III, IV, V, and VIII below.

J. The December 11, 2025 Creditor-Selection Admission

On or about December 11, 2025, Mr. Mulford Waldrop and Mr. Trey Herschap (Plaintiff Ripley's inside counsel) participated in a telephone conference call with Defendant Soura and Mr. Ameer Aboushaar, a third-party prospective investor. Plaintiff Ripley was also on this call, and participated only as a listener. During the call, Defendant Soura explained — without apparent concern for the presence of Mr. Waldrop, Plaintiff Ripley, or Mr. Herschap on the line — that he had specifically selected certain unsecured creditors for non-payment because they "lacked the sophistication needed to collect from him by either forcing a bankruptcy or claiming successor liability." That statement — a direct admission of deliberate creditor selection designed to foreclose lawful recovery mechanisms — was made to a third party (Mr. Aboushaar) with two independent percipient witnesses (Mr. Waldrop and Mr. Herschap) on the line.

K. Defendant Soura's and Defendant Boutin's Solicitations of Plaintiff Ripley to Commit Fraud

61. Plaintiffs allege, and the record reflects, four distinct acts in which Defendant Soura, and in one instance Defendant Boutin acting in concert with Defendant Soura, solicited Plaintiff Ripley to commit or participate in fraud against identifiable third-party creditors of the enterprise during the relevant period. The acts together establish a pattern, not a single incident, and are pleaded both as independent acts of fraud against Plaintiff Ripley and as direct evidence

of Defendant Soura's and Defendant Boutin's scienter, and as Georgia RICO predicate-act conduct under O.C.G.A. § 16-14-3 (see Count VIII below).

62. Plaintiffs further allege that each such solicitation, independently and cumulatively, caused Plaintiff Ripley's duties under the NDA to cease as a matter of law with respect to information necessary to expose or prevent the fraud so solicited. A confidentiality agreement cannot be enforced against a counterparty whom the disclosing party has affirmatively asked to commit fraud. This proposition is established under (i) the crime-fraud doctrine; (ii) the public-policy unenforceability principle of Restatement (Second) of Contracts § 178; (iii) the immunity recognized under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), and analogous authorities; and (iv) the further grounds developed in Count XI of this Verified Complaint. The factual allegations of this Subsection K, together with Subsection G above, are pleaded on that legal basis.

K(1). The vendor-rerouting solicitation — routing Rip95's third-party vendor obligations through RemArms.

63. During the diligence period, after Defendant Soura had already disclosed the § 9-620 plan to extinguish unsecured creditors and after Defendant Soura had already articulated the in-terrorem methodology with respect to local creditors, Defendant Soura directed Plaintiff Ripley to take the following action with respect to certain third-party moving-service vendors that Plaintiff Rip95 had contracted to perform equipment-relocation work for the enterprise: rather than allow Plaintiff Rip95 to pay those vendors directly (which Plaintiff Rip95 was prepared and obligated to do), Plaintiff Ripley was to route the contracts and invoices through RemArms so that RemArms would appear as the contracting party to those vendors. Defendant Soura did not propose that this routing apply to all of Plaintiff Rip95's third-party vendor obligations — only to those vendors as to whom Defendant Soura believed Plaintiff Ripley would not care about non-payment. Defendant Soura was explicit about the fraudulent purpose: in substance, Defendant Soura stated that "we should put [them] in the RemArms piece because then they end up being unsecured creditors" — i.e., they would become unsecured creditors of RemArms, who would then be extinguished by the planned § 9-620 disposition. Plaintiff Ripley refused. Plaintiff Rip95 thereafter paid the affected third-party vendors itself.

K(2). The October 26, 2025 pallet-racking solicitation — insurance fraud and vendor-extortion demands.

64. Beginning in late September or early October 2025, at Defendant Soura's direction, Plaintiff Ripley undertook to engage pallet-racking installers for the LaGrange Manufacturing Facility. Plaintiff Ripley contacted two local pallet-racking installation companies, including a local installer affiliated with an individual referred to herein as "Ramon" (last name to be confirmed), each of which declined the engagement, citing RemArms' then-existing market reputation for not paying local vendors. Mr. Billy Hogue, the RemArms head engineer and plant manager, met directly with Ramon during the declination process. At Defendant Soura's further direction, Plaintiff Ripley engaged CDI Pallet Racks Installation, an out-of-state pallet-racking installer based in Texas owned and operated by Mr. Edgardo Luis, with Plaintiff Rip95 paying the installer's required deposit out of Plaintiff Rip95's own funds. Mr. Luis and CDI Pallet Racks Installation were provided with installation drawings prepared and furnished by Defendant Soura himself to Mr. Hogue. CDI's on-site installation team was present throughout the installation. The installation proceeded on the first day under the direct on-site supervision of Mr. Hogue.

65. On or about October 26, 2025, at the end of the first day of installation, Defendant Soura telephoned Plaintiff Ripley in an apoplectic state and asserted that the pallet racking had been installed incorrectly. Plaintiff Ripley had been at the LaGrange Manufacturing Facility earlier that day and had spoken with the contractor on site; at the time of Defendant Soura's call, however, Plaintiff Ripley was at his hotel in LaGrange and not at the facility. Following Defendant Soura's call, Plaintiff Ripley telephoned Mr. Billy Hogue at the facility, returned to the facility himself, and shortly thereafter participated in a further telephone call with Mr. Hogue and Defendant Soura on which all three were present. Upon returning to the LaGrange Manufacturing Facility, Plaintiff Ripley promptly inspected the installation, compared it against the installation drawings Defendant Soura had himself provided to Mr. Hogue, and confirmed both (i) that the installation conformed in every respect to those drawings and (ii) that the installation conformed in every respect to the instructions Mr. Hogue had given on site. Mr. Hogue remained on the telephone with Defendant Soura and Plaintiff Ripley throughout the relevant call.

66. During the telephone call, Defendant Soura made two distinct fraudulent demands of Plaintiff Ripley. First, Defendant Soura directed that Plaintiff Ripley use the deposit Plaintiff Rip95 had already paid Mr. Luis as leverage to coerce Mr. Luis into reinstalling the pallet racking "properly for free," without further payment, and that Plaintiff Ripley send Mr. Luis home unpaid

for the balance of the work if Mr. Luis did not comply. Second, in the event Mr. Luis would not perform the demanded free reinstallation, Defendant Soura directed Plaintiff Ripley to file an insurance claim characterizing the (correctly performed) installation as a workmanship violation — i.e., to commit insurance fraud in violation of O.C.G.A. § 33-1-9 and related laws. Plaintiff Ripley refused both demands. Plaintiff Ripley and Mr. Hogue, both of whom had observed the installation against the drawings and both of whom were professionally competent to assess workmanship, would not fabricate the workmanship complaint that Defendant Soura's scheme required. Mr. Hogue and Plaintiff Ripley discussed the demands in person immediately after the call — their second in-person meeting of the day — and both concluded that Defendant Soura's requests were, in Mr. Hogue's words, "highly inappropriate."

67. Plaintiff Ripley thereafter informed Defendant Soura that Plaintiff Ripley would, through Plaintiff Rip95, either (i) pay for a reinstallation by Mr. Luis at Plaintiff Rip95's own expense, or (ii) withdraw from any further involvement in the pallet-racking project. Plaintiff Ripley, through Plaintiff Rip95, ultimately negotiated and paid Mr. Luis for the reinstallation at a discounted reinstallation rate that Plaintiff Ripley negotiated based on Mr. Luis already being on site, with the aggregate amount paid by Plaintiff Rip95 to Mr. Luis (deposit plus reinstallation combined) ultimately being approximately one and one-half (1½) times the originally quoted installation price — a net premium over the original quote, not a net discount. Defendant Soura begrudgingly agreed to reimburse Plaintiff Rip95 for the reinstallation cost on the express ground that the aggregate amount remained less than competing quotes Defendant Soura had received from other vendors for the original work — a cost-rationalized agreement, not an acknowledgment of fault. Defendant Soura thereafter never paid Plaintiff Rip95 the agreed reimbursement. Plaintiff Ripley credibly believes, and so alleges, that absent his intervention Mr. Luis would never have received any payment beyond the Rip95 deposit. The October 26, 2025 telephone call is pleaded as both an independent act of fraud solicitation against Plaintiff Ripley and as part of the pattern of solicitations supporting the Georgia RICO predicate-acts allegations in Count VIII below.

K(3). The Panel Systems Unlimited project — Defendant Soura's directive to route payment through RemArms after Plaintiff Ripley asked to pay directly.

68. In or about September or October 2025, Defendant Soura asked Plaintiff Ripley to manage parts of the Panel Systems Unlimited engagement on behalf of the enterprise. Panel Systems Unlimited's scope on the project included assistance with the placement and installation

of internet-wiring drops at the LaGrange Manufacturing Facility. Plaintiff Ripley participated in that scope to the extent so directed. On or about October 27, 2025, Plaintiff Ripley attended his first in-person meeting with Panel Systems Unlimited — a pre-installation site meeting at the LaGrange Manufacturing Facility with an individual identified as Scott Chapman of Panel Systems Unlimited — at which Plaintiff Ripley and Mr. Chapman worked through the proposed locations of the internet-wiring drops. Plaintiff Ripley's involvement arose through electronic-mail correspondence concerning the furniture-installation process at the facility, on which Defendant Soura connected Plaintiff Ripley with Defendant Virginie Boutin — who was handling furniture selection and installation — and in which Plaintiff Ripley was to play a role; Defendant Soura also appeared on that correspondence. That correspondence connected Plaintiff Ripley to the work; it did not direct Plaintiff Ripley to pay Panel Systems Unlimited. Plaintiff Ripley offered to pay Panel Systems Unlimited directly for the work being performed. When Plaintiff Ripley made that offer, Defendant Soura told Plaintiff Ripley — in their telephone communications, not in the email correspondence — that he could not pay Panel Systems Unlimited directly and that payment would instead be handled "under RemArms," i.e., routed through RemArms rather than paid by Plaintiff Ripley or Plaintiff Rip95. Plaintiff Ripley recognized that the directive was structurally identical to the K(1) vendor-rerouting scheme: Panel Systems Unlimited would become yet another unsecured RemArms creditor to be extinguished by the planned § 9-620 disposition. Plaintiff Ripley accordingly backed out completely and withdrew from any further involvement in the Panel Systems Unlimited engagement. The underlying fraud against Panel Systems Unlimited (RemArms' acceptance of work without intent to pay) is the subject of a pending Troup County action by Panel Systems Unlimited against the enterprise. The electronic-mail correspondence on which Defendant Boutin appeared, and Plaintiff Ripley's withdrawal correspondence, are documentary, in Plaintiff Ripley's possession or readily reproducible, and will be made available through ordinary discovery channels. Plaintiff Ripley has never met or spoken with either Defendant Boutin or Defendant Jane Doe Boutin in person; Defendant Boutin's role with respect to this K(3) sequence arises from her presence on the furniture-installation email correspondence described above rather than by any direct interaction with Plaintiff Ripley.

K(4). The AAR roofing and SSDI fire-road solicitations — completion of the Draw 9 diversion.

69. In or about the period from October 2, 2025 through November 10, 2025, after Defendant Soura caused the diversion of the Draw 9 disbursement away from the named designated contractors — including AAR of NC (whose work scope included roofing and related components) and Southeastern Site Development, Inc. ("SSDI," whose work scope included a fire-road / site-work component) — Defendant Soura solicited Plaintiff Ripley to take on, in lieu of Defendants' engagement of the diverted contractors, work falling within or related to the diverted contractors' respective scopes. As to AAR of NC, Defendant Soura and Plaintiff Ripley discussed the prospect of Plaintiff Ripley performing additional roof penetrations and related roof work himself, without AAR's participation, because AAR had not been paid and would not return absent payment; Plaintiff Ripley did not, and was not asked to, perform AAR's already-completed roofing scope as "replacement work" on AAR's behalf, and the distinction matters and is preserved here. As to SSDI, Defendant Soura asked Plaintiff Ripley to undertake certain site-work and fire-road work that SSDI should have been performing under its Draw 9 designation, and to undertake it without SSDI's assistance or participation. Acceptance of either engagement would have operationally enabled the continued diversion by ensuring that work the diverted contractors would otherwise have performed (and would have been paid for) was instead performed (and paid for) by an entity other than the diverted contractors, leaving those contractors unable to receive the Draw 9 funds that had been designated for them. Plaintiff Ripley refused. Contemporaneous text-message communications between Defendant Soura and Plaintiff Ripley during this period, in Plaintiff Ripley's possession or readily reproducible, corroborate the AAR engagement sequence. The contemporaneous record also reflects Plaintiff Ripley's separate plan to install security cameras on the roof of the LaGrange Manufacturing Facility for facility-security purposes, an installation that would have required roof penetrations and that was the operational reason Plaintiff Ripley needed to know whether AAR would return to assist with the penetrations. The K(4) solicitation is alleged as both an independent act of fraud solicitation against Plaintiff Ripley and as an overt act in furtherance of the broader civil conspiracy alleged in Count III below.

L. Plaintiffs' Direct Damages

70. Plaintiffs' damages are best understood through the lens of the inducement that produced them. The inducement was Defendant Soura's repeated representation that the diligence information necessary to consummate the contemplated transaction would be placed in the deal

room such that Plaintiffs could close. On the strength of that representation, and on the further strength of the partnership framework Defendant Soura was offering, Plaintiffs produced services for the enterprise the reasonable market value of which is substantial and will be proven at trial. Plaintiffs produced those services at cost or below cost, as a demonstration of good-faith partnership intent rather than as arm's-length vendor work. Although Defendant Soura populated the deal room with various materials, the specific diligence information required to close — most critically the ownership and capitalization documentation for the operating entities (Subsection E above) and the operative, currently active trademark license (Subsection E-2 above) — was repeatedly requested by Plaintiffs and their counsel, repeatedly promised by Defendant Soura to be forthcoming "tomorrow" or within days, and never placed in the deal room. Mr. Herschap and the attorneys at Kastner Gravelle LLP are expected to testify to the persistent document-production requests, Defendant Soura's repeated assurances that the materials were forthcoming, and the absence from the deal room of the diligence materials necessary to consummate the transaction.

71. Plaintiffs' specific damages include, without limitation: (a) equipment-relocation services from the Sewon Boulevard facility in LaGrange and a facility in Knoxville, Tennessee, to the LaGrange Manufacturing Facility — billed by Plaintiff Rip95 to RemArms , ; market quotes received by Defendants for the same scope of work , and Plaintiff Rip95 performed the work for materially less in reliance on the partnership framework; (b) pallet-racking installation services performed at the LaGrange Manufacturing Facility, for which Plaintiff Rip95 paid the installer's deposit out of its own funds and for which Defendant Soura did not pay the agreed reimbursement for the reinstallation as alleged in Subsection K(2) above; (c) internet-wiring installation services performed at the LaGrange Manufacturing Facility — Plaintiff Rip95's ; Defendant Soura himself disclosed verbally to Plaintiff Ripley an alternative vendor quote for the same scope of work (Plaintiff Ripley has no record of having received that quote in writing); Plaintiffs' work to date has accomplished more than one quarter (1/4) of , and Plaintiffs could have completed the entire scope reflected in the alternative quote had Plaintiffs continued to be engaged on the project; (d) more than one hundred (100) hours of executive time of Plaintiff Ripley; (e) legal fees and out-of-pocket costs incurred in legitimate-acquisition diligence; and (f) more than $480,000.00 in payments made by Plaintiff Ripley out of his own personal funds to other creditors of the enterprise, undertaken in furtherance of lawful recovery and in mitigation of damages to other creditors.

72. In addition to the services performed under the scope of work agreed upon by the parties, Plaintiff Ripley, through Plaintiff Rip95, systematically delivered material, above-contract value to the enterprise, including without limitation leaving the vacated Knoxville facility broom-swept, clean, and ready for sale at no additional charge to the enterprise. Plaintiffs anticipate identifying through declarations five (5) to ten (10) further specific instances of above-contract value delivered to the enterprise, consistent with the partnership framework on which Plaintiffs were operating. Defendants have failed to pay even for the contracted scope, while Plaintiffs were systematically delivering more than the contracted scope.

73. The reasonable market value of the services Plaintiffs performed will be established at trial through, among other sources of evidence, the testimony or business records of (i) Accuwright Mechanical, an alternative service provider that was contemplated for a substantial portion of the work and that retains documented quotes and proposals; (ii) Hunter Cummings, a percipient witness to the scope and pace of the work performed at the LaGrange Manufacturing Facility; (iii) Pedowitz, an unpaid creditor of the enterprise with industry knowledge of the market value of the equipment-relocation scope; and (iv) Chris Dixon, the head logistics operator of the equipment-relocation work, whom Plaintiff Ripley personally engaged and flew to LaGrange to oversee the move. Discovery is expected to develop additional documentary corroboration including market-rate quotes received by Defendants for comparable scopes of work.

M. The May 6, 2026 Roundhill Filing and Its Timing

74. On May 6, 2026, Defendant Roundhill filed a civil action in the United States District Court for the District of Delaware against Plaintiff Ripley and Mulford Waldrop, and against Frank D. Foley III and Jack Foley, captioned Roundhill Group LLC v. Ripley et al., C.A. No. 1:26-cv-00529-MN, asserting claims of NDA breach and seeking emergency injunctive relief. Notification of the filing occurred minutes before Plaintiff Ripley was scheduled to take the stage at a publicly noticed town-hall meeting at Del'avant in LaGrange titled "The Future of Remington," at which Plaintiff Ripley intended to introduce himself to the LaGrange creditor community and to explain a fully funded acquisition proposal that, if accepted, would pay every unsecured creditor of the enterprise in full. As a direct consequence of the Delaware filing, Plaintiff Ripley made the decision to cancel the publicly noticed town-hall meeting. Plaintiff Ripley did not attend, participate in, direct others to speak in his place at, or personally speak at any meeting that

took place on May 7, 2026. The effect of the Delaware filing was thus to suppress Plaintiffs' communication with the assembled creditor community and to deprive Plaintiff Ripley of the opportunity to present, in his own voice, the fully funded acquisition proposal that, if accepted, would have paid every unsecured creditor of the enterprise in full.

N. The Confidentiality and Non-Disclosure Agreement, the DocSend Data Room, the Foleys, and Mulford Waldrop

75A. The factual record concerning the formation, administration, and operation of the data room through which Plaintiffs and Defendants exchanged diligence materials, and concerning the identities and access of the Foleys and Mulford Waldrop in the diligence period, is material to (i) the fraud and inducement counts pleaded above, and (ii) the declaratory-judgment count pleaded in Count XI below.

75B. From the outset of the diligence period, Plaintiff Ripley introduced Defendant Soura to the DocSend document-sharing platform, having expressly declined to receive materials by hard-copy or in-person hand-off. Plaintiff Ripley educated Defendant Soura at length on the platform's capabilities, including (a) the real-time view and download tracking that allows the data-room owner to see every recipient interaction, and (b) the NDA-gating feature, which permits the data-room owner to require a click-through NDA acknowledgment as a condition of recipient access. Plaintiff Ripley specifically informed Defendant Soura that he had used the NDA-gating feature with counterparties such as Costco and that click-through NDAs delivered via DocSend are routinely accepted as a functional record of NDA coverage because recipients ordinarily click through to obtain access. Defendant Soura responded that he did not believe investors would sign NDAs, stated that he thought the NDA feature was "kind of cool," and upgraded his DocSend account to a subscription tier that included the NDA-gating capability. Defendant Soura thereafter experimented with the NDA-gating feature and, after doing so, stated to Plaintiff Ripley, in substance: "I don't think anybody's gonna do that. I don't care." To the extent Defendant Soura did not receive or review information that would have been generated or presented through the NDA-gating feature, such non-receipt would have been consistent with either (i) a request by Defendant Soura that the feature be disabled, or (ii) Defendant Soura reviewing the relevant information through a joint Zoom or telephone call with Plaintiff Ripley rather than by independent interaction with the feature; as of the filing of this Complaint, Plaintiff Ripley has no recall that

Defendant Soura asked Plaintiff Ripley to disable the feature. Defendant Soura affirmatively elected not to enable the NDA-gating feature.

75C. On or about September 18, 2025, Defendant Soura set up the DocSend data room as the account owner. Because Defendant Soura was unfamiliar with the platform, he made Plaintiff Ripley an administrator of the data room. With full knowledge that Trey Herschap was Plaintiff Ripley's inside counsel, Defendant Soura directed and authorized that Mr. Herschap also be made an administrator, which Plaintiff Ripley then effected at Defendant Soura's direction. Defendant Soura's contemporaneous setup activity is corroborated by a text message Defendant Soura sent to Plaintiff Ripley on September 18, 2025, at 7:30 a.m., stating in part: "Hi Chris, could you give me a quick call when you have a minute? I'm having technical trouble with the data room."

To the extent Defendant Soura did not receive or review any such activity-report information, such non-receipt would have been consistent with either (i) Defendant Soura requesting that certain reporting or notification functionality be disabled, or (ii) Defendant Soura reviewing the engagement data with Plaintiff Ripley via joint Zoom or telephone call rather than via direct review of the reports; as of the filing of this Complaint, Plaintiff Ripley has no recall that Defendant Soura asked Plaintiff Ripley to disable any such functionality.

75D. Throughout the diligence period, Defendant Soura, Plaintiff Ripley, and Mr. Herschap each held administrator-level access to the data room, and the activity reports generated by DocSend were available to the account's administrators. Defendant Soura owned and controlled the DocSend account at all relevant times. Defendant Soura personally populated and configured the data room on a regular, ongoing basis throughout the diligence period, adding documents and building out the folder structure himself. During the initial setup of the data room, and because Defendant Soura was then unfamiliar with the platform while Plaintiff Ripley was an experienced DocSend user, Plaintiff Ripley assisted Defendant Soura in configuring the data room, in coordination with and at the direction of Defendant Soura. Defendant Soura repeatedly and openly expressed enthusiasm about the engagement data; on the first occasion that counsel at Kastner Gravelle LLP accessed materials, Defendant Soura contacted Plaintiff Ripley and stated, in substance: "This is so cool. I can see exactly what they downloaded." At no time during the relevant period did Defendant Soura ask whether any recipient had executed an NDA or raise any concern about NDA coverage of any recipient.

75E. Plaintiff Ripley alone configured a separate sharing folder for viewing by Mr. Frank D. Foley III and Mr. Jack Foley ("the Foleys"), so that engagement metrics for the Foleys could be tracked in isolation rather than commingled with other recipients' activity. Before any document was sent to either Foley, Plaintiff Ripley spoke with Defendant Soura by telephone about the Foley folder. Defendant Soura knew that the Foley folder had been set up, knew its purpose, and approved proceeding. Only after that conversation did Plaintiff Ripley send any document to the Foleys. Defendant Soura was advised in advance of the Foleys' involvement as prospective participants in the contemplated transaction and responded with visible enthusiasm, stating in substance: "Wow, these guys are really, really interested." Defendant Soura's interest in the Foleys extended beyond funding the immediate transaction. The Foleys held substantial interests in concrete and aggregate-products businesses, including Foley Products and The Concrete Company — heavy-industrial operations that, by their nature, carry exceptionally high insurance requirements and correspondingly large premiums, and whose operators therefore tend to maintain extensive experience with, and direct relationships with, major commercial insurers. Defendant Soura and Plaintiff Ripley discussed leveraging precisely those attributes — the Foleys' established insurer relationships and the purchasing leverage reflected in the scale of their premiums — to develop an insurance program capable of (i) materially lowering RemArms' cost of insurance, and with it the enterprise's cost of goods sold, and (ii) potentially being packaged and sold as a product to the broader firearms industry, itself a high-insurance-cost sector facing comparable challenges. Defendant Soura engaged actively with this prospect, reflecting his understanding that the Foleys' value to the enterprise extended well beyond the capital needed to fund the contemplated transaction. The same DocSend activity reports that captured the Foleys' engagement were available to Defendant Soura as an administrator of the account, and Defendant Soura and Plaintiff Ripley discussed the Foleys' engagement based on the platform's reporting.

75F. Plaintiff Ripley never provided the August 9, 2025 NDA (bearing a printed date of August 4, 2025) to either Mr. Frank D. Foley III or Mr. Jack Foley. Such provision was unnecessary in the circumstances. Defendant Roundhill, acting through Defendant Soura as the disclosing party under the NDA, was at all relevant times aware that the Foleys did not have an executed NDA with Defendant Roundhill, because of the manner in which Defendant Soura himself had set up the data room and arranged for the Foleys' access to materials.

75G. Plaintiff Ripley provided to Mr. Waldrop only a limited number of documents — including the investor prospectus and certain documents that Defendant Soura specifically requested Plaintiff Ripley provide to Mr. Waldrop in connection with real estate financing. To the extent any of the documents Plaintiff Ripley provided to Mr. Waldrop were subject to the August 9, 2025 NDA, the disclosure to Mr. Waldrop occurred at Defendant Soura's direction. Mr. Waldrop's involvement in the contemplated transaction was as the managing member of non-party Blue Collar Equity, LLC ("BCE"), the entity that executed the September 11, 2025 Letter of Intent with Defendant Roundhill, and Mr. Waldrop's knowledge of facts relevant to the Roundhill enterprise derives almost entirely from his direct presence at meetings and on telephone calls at which Defendant Soura himself made the admissions described in this Complaint, and from his direct on-site labor for the equipment-relocation effort, and not from any NDA-protected document. Mr. Waldrop has not submitted a sworn statement in connection with this Complaint. The matters attributed herein to Mr. Waldrop are pleaded on the basis of Plaintiff Ripley's direct percipient knowledge of what Mr. Waldrop observed and said in Plaintiff Ripley's presence, and of what Mr. Waldrop communicated to Plaintiff Ripley, and Plaintiffs anticipate that Mr. Waldrop will be available to corroborate the same as a percipient witness at trial.

O. The Publicly Recorded Loan, Security, Lien, and Lawsuit Materials

75H. Significant categories of information concerning the Remington enterprise, the LaGrange Manufacturing Facility, the senior secured construction loan, and the foreclosure-related instruments were publicly available, in the official public records of Troup County, Georgia and in the Georgia UCC Index, prior to December 2025 and at all times relevant to the disclosures Plaintiffs propose and have made in this Complaint. The publicly recorded loan and security instruments include, without limitation: (a) the Leasehold Deed to Secure Debt, recorded on October 7, 2024 at Deed Book 2290, Page 278, in the Office of the Clerk of Superior Court, Troup County, Georgia; (b) the Assignment of Rents, recorded on October 7, 2024 at Deed Book 2290, Page 323, in the Office of the Clerk of Superior Court, Troup County, Georgia; (c) the Memorandum of Loan Modification, recorded at Deed Book 2350 in the Office of the Clerk of Superior Court, Troup County, Georgia, on October 16, 2025; (d) UCC Financing Statements bearing file numbers 141-2024-001493 and 141-2024-001494, recorded in the Georgia UCC Index on December 13, 2024; and (e) First American Title Insurance Policy No. 50151213-0015946e, effective October 7, 2024.

75I. Additional publicly available materials include (i) recorded mechanics' liens against the LaGrange Manufacturing Facility[5] — including the SSDI mechanics' lien recorded September 26, 2025 at Lien Book 184, Page 288; the SSDI mechanics' lien recorded November 12, 2025 at Lien Book 185, Page 124; the Accuwright Mechanical mechanics' lien recorded November 7, 2025 at Lien Book 185, Page 98; the Reinicke Athens, Inc. mechanics' lien at Lien Book 185, Pages 514–517 — and (ii) verifiable public-court records reflecting pending lawsuits against the Roundhill enterprise (including Accuwright Mechanical v. RemArms et al., Panel Systems Unlimited v. RemArms et al., AAR of NC v. RemArms et al., Pemmco Manufacturing v. RemArms, and Jackson Printing v. Soura, among others), each of which appears in the official record of the Superior Court or Magistrate Court of Troup County, Georgia or such other forum of public adjudication as identified in this Complaint.

75J. The publicly recorded transactional, lien, and litigation content alleged in this Subsection O is not "Confidential Information" within the meaning of the August 9, 2025 NDA or any reasonable construction thereof. To the extent Defendant Roundhill's assertion of the NDA in the related action filed by Defendant Roundhill in the United States District Court for the District of Delaware purports to cover any portion of such publicly recorded content, the NDA cannot be enforced as to such content because such content is not confidential in fact.

V. CAUSES OF ACTION

COUNT I

FRAUD IN THE INDUCEMENT

(Against Defendants Soura, Boutin, D'Arcy, Roundhill, and RemArms)

[5] Each lien amount stated is the amount appearing on the face of the corresponding mechanics' lien as recorded in the official public records of Troup County, Georgia, at the Lien Book and Page cited. These instruments are public records and are not sourced from any material designated confidential under the NDA or filed under seal in the Delaware action.

76. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

77. Defendants Soura and Roundhill, with the active participation of Defendant D'Arcy, made material representations directly to Plaintiffs concerning, inter alia, (i) the ownership and capital structure of the operating entities; (ii) the financial condition of RemArms; (iii) the existence, identity, and good-faith of the senior secured creditor SIFT; (iv) the legitimacy of the proposed minority-equity transaction; and (v) the ability to convey clean title to the equity interest contemplated. Defendant Boutin participated in the conduct giving rise to Plaintiffs' reliance by accepting and holding the nominal record ownership of the operating company that Defendant Soura used to misrepresent the ownership structure to Plaintiffs. Plaintiff Ripley has never met or spoken with either Defendant Boutin or Defendant Jane Doe Boutin in person.

78. At the time those representations were made, Defendants knew them to be false or made them with reckless disregard for their truth, including but not limited to the facts that (a) Defendant Soura did not in fact own the operating company, which was instead nominally owned by Defendant Boutin and the individual Defendant Soura identified as her mother; (b) the § 9-620 plan had already been formulated and was incompatible with any legitimate equity investment; and (c) the SIFT and Western Rock positions were not arm's-length secured-creditor positions but were self-dealing positions controlled by Defendant Soura.

79. Defendants made those representations with the intent that Plaintiffs would rely on them and proceed with the diligence, the LOI, and ultimately the closing.

the reasonable market value of which is substantial and will be proven at trial80.
Plaintiffs justifiably relied on those representations and proceeded to incur substantial diligence costs, to execute the LOI, and to perform services for the enterprise . The diligence cost is itself substantially in excess of the cost typically incurred for a transaction of this kind, especially one valued on an entirely proforma basis with no documented historical financial performance. The level of diligence Plaintiffs invested reflects the seriousness with which Plaintiffs intended to consummate the transaction and the qualifications of the diligence team Plaintiffs assembled. The attorneys at Kastner Gravelle LLP and Mr. Herschap are expected to testify, inter alia, that Plaintiff Ripley was actively pushing to close the transaction throughout the diligence period — sufficiently so that, if anything, Plaintiff Ripley's enthusiasm to close ran ahead of the pace at which the

diligence team could responsibly proceed in the absence of the diligence information Defendant Soura had promised but never produced.

81. As a direct and proximate result, Plaintiffs have been damaged in amounts to be proven at trial. The out-of-pocket damages include not less than approximately in unpaid real costs of the build work. The broader inducement damages reflect the value Plaintiffs produced, in an amount to be proven at trial, for the enterprise on the strength of Defendant Soura's repeated promise that the diligence information necessary for closing would be placed in the deal room. While Defendant Soura populated the deal room with other materials, the information Plaintiffs and their counsel required to close — most critically the ownership and capitalization documentation for the operating entities and the operative trademark license — was repeatedly requested in writing, repeatedly promised, and never placed in the deal room. Mr. Herschap and the attorneys at Kastner Gravelle LLP are expected to testify to the persistent document-production requests, Defendant Soura's repeated assurances that the materials were forthcoming, and the absence from the deal room of the diligence materials necessary to close prior to closing.

COUNT II
PROMISSORY FRAUD

(Against Defendants Soura, D'Arcy, RemArms, and Rockwell One)

82. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

83. Defendants Soura, D'Arcy, and RemArms expressly and impliedly promised to pay Plaintiffs for the equipment-relocation services, pallet-racking installation, and internet-wiring installation performed by Plaintiffs at the LaGrange Manufacturing Facility.

84. At the time those promises of future performance were made, Defendants had no present intent to perform them, as evidenced by (i) the already-disclosed § 9-620 plan to wipe out unsecured creditors; (ii) the pre-existing pattern of selective vendor payment; and (iii) the cap-table concealment that ensured no legitimate counterparty would in fact be available to pay the obligations.

85. Defendants made those promises with the intent to induce Plaintiffs to render the services and with the intent that the services would be rendered uncompensated.

86. Plaintiffs justifiably relied on those promises and rendered the services.

87. As a direct and proximate result, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT III

CIVIL CONSPIRACY

(Against All Defendants)

88. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

89. Defendants engaged in a coordinated and concerted plan to (i) defraud the unsecured trade creditors of the enterprise through the § 9-620 plan; (ii) defeat post-foreclosure liability theories through the divestiture-for-successor-liability strategy; (iii) create self-dealing senior secured positions through SIFT and Western Rock; and (iv) defraud Plaintiffs into incurring diligence costs and providing uncompensated services.

90. Defendants committed overt acts in furtherance of said conspiracy, including but not limited to (a) the misrepresentations alleged in Counts I and II; (b) the Draw 9 diversion; (c) the continued signing of new creditors after the § 9-620 capture; and (d) the May 6, 2026 Delaware filing timed to suppress Plaintiffs' lawful communications with the defrauded creditor class.

91. As a direct and proximate result, Plaintiffs have been damaged in amounts to be proven at trial.

COUNT IV

VOIDABLE / FRAUDULENT TRANSFERS

(O.C.G.A. § 18-2-74 — Against Defendants Soura, Boutin, Jane Doe Boutin, SIFT, and Western Rock)

92. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

93. Plaintiffs are creditors of the enterprise within the meaning of O.C.G.A. § 18-2-71 et seq.

94. Defendant Soura made or caused to be made the transfers of (i) ownership of the holding companies controlling RemArms to Defendant Boutin and Defendant Jane Doe Boutin (which transfer occurred on or about a date Plaintiffs allege upon information and belief to be in or around 2023, to be confirmed in discovery); and (ii) the grant or perfection of the SIFT and Western Rock senior secured positions in favor of entities Defendant Soura controls.

95. Each such transfer was made with actual intent to hinder, delay, or defraud creditors of the enterprise within the meaning of O.C.G.A. § 18-2-74(a)(1), as evidenced by the badges of fraud present in this case, including without limitation: (a) the transfer was to an insider; (b) the transferor retained control; (c) the transfer was concealed; (d) the transferor had been sued or threatened with suit; (e) the transfer was of substantially all of the transferor's assets; (f) the transfer occurred shortly before or after a substantial debt was incurred; and (g) the transferor became insolvent.

96. Plaintiffs are entitled, pursuant to O.C.G.A. § 18-2-77, to (i) avoidance of the transfers to the extent necessary to satisfy Plaintiffs' claims; (ii) attachment or other provisional remedy against the transferred property or its proceeds; (iii) an injunction against further disposition; (iv) appointment of a receiver; and (v) such other relief as the Court deems just.

COUNT V
CONVERSION

(Against Defendants Soura, RemArms, and Rockwell One)

97. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

98. Plaintiff Rip95 paid the deposit owed to CDI Pallet Racks Installation, Inc. for the pallet-racking installation alleged in Subsection IV.K(2) above out of Plaintiff Rip95's own funds in the specific amount and on the specific dates set forth in the underlying invoice. Defendant Soura, on behalf of RemArms and Rockwell One, expressly agreed to reimburse Plaintiff Rip95 for the deposit and for the cost of the subsequent reinstallation paid by Plaintiff Rip95 to Mr. Edgardo Luis at a negotiated discounted reinstallation rate, the aggregate amount of which (deposit plus reinstallation combined) was approximately one and one-half (1½) times the originally quoted installation price. The funds so identified are specific, segregated, and identifiable. Plaintiff Rip95

acknowledges that it was not itself a designated contractor of the Draw 9 disbursement alleged in Subsection IV.G above; the conversion of those Draw 9 funds is alleged herein in Count III (Civil Conspiracy) and Count VIII (Georgia RICO) as part of the broader pattern of conduct, and standing as to the Draw 9 funds themselves runs to the named Draw 9 designees rather than to Plaintiff Rip95 directly. Plaintiff Rip95 likewise paid in full, from its own funds, the Techview invoice for the low-voltage and internet-wiring installation at the LaGrange Manufacturing Facility, in an amount to be proven at trial and reflected in the invoice attached as Exhibit ___. Defendant Soura, on behalf of RemArms and Rockwell One, agreed that this cost was an obligation of the enterprise, yet Defendants never reimbursed Plaintiff Rip95 for it. As with the pallet-racking funds, the amount so paid is specific, segregated, and identifiable.

99. Defendants wrongfully assumed dominion and control over said identifiable funds to the exclusion of the rightful recipients, without legal justification.

100. As a direct and proximate result, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT VI

BREACH OF CONTRACT / QUANTUM MERUIT IN THE ALTERNATIVE

(Against Defendants RemArms and Rockwell One)

101. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

102. RemArms and Rockwell One entered into agreements with Plaintiffs (or one or more of them) for the performance of equipment-relocation services from two locations (Knoxville, Tennessee and the Sewon Boulevard facility in LaGrange) to the LaGrange Manufacturing Facility, pallet-racking installation, and internet-wiring installation at the LaGrange Manufacturing Facility, in exchange for payment by the Defendants. The internet-wiring installation included amounts that Plaintiff Rip95 paid in full to its vendor, Techview, from Plaintiff Rip95's own funds, and for which Defendants never reimbursed Plaintiff Rip95, in an amount to be proven at trial.

103. Plaintiffs performed their obligations under those agreements, and in many instances delivered material value above and beyond the scope of those agreements as part of

Plaintiffs' demonstration of good-faith partnership intent. By way of non-exhaustive example, upon vacating the Knoxville, Tennessee facility, Plaintiffs left the facility completely broom-swept, clean, and ready for sale — at no additional charge to the enterprise and outside the contracted scope of work. Plaintiffs anticipate identifying five (5) to ten (10) further specific instances of above-contract value through declarations to be filed in support of the relief requested herein.

104. Defendants breached the agreements by failing and refusing to pay the agreed compensation.

105. In the alternative, in the event the Court determines that no valid enforceable contract exists, Defendants have been unjustly enriched at Plaintiffs' expense and Plaintiffs are entitled to recover under the doctrine of quantum meruit the reasonable value of the services rendered.

106. As a direct and proximate result, Plaintiffs have been damaged in an amount to be proven at trial. The out-of-pocket damages include not less than an amount to be proven at trial in unpaid build costs. In the alternative under quantum meruit, Plaintiffs are entitled to the reasonable value of all services rendered — contracted scope and above-contract value combined — the aggregate of which is substantial and will be proven at trial.

COUNT VII

CIVIL THEFT BY DECEPTION

(O.C.G.A. §§ 51-10-6, 16-8-3, 16-8-5 — Against Defendants Soura, D'Arcy, and RemArms)

107. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

108. Defendants obtained property and services of value from Plaintiffs through deceitful means, including without limitation false promises of payment made without the present intent to perform, in violation of O.C.G.A. §§ 16-8-3 and 16-8-5.

109. Plaintiffs are persons aggrieved by such theft within the meaning of O.C.G.A. § 51-10-6 and are entitled to actual damages, costs, and reasonable attorneys' fees.

COUNT VIII
VIOLATIONS OF GEORGIA RICO

(O.C.G.A. § 16-14-1 et seq. — Against All Defendants)

110. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

111. Defendants are, individually and through the integrated multi-entity enterprise (the "Enterprise") comprising Roundhill, RemArms, Rockwell One, RemTML, REMMA, RemFA, RemEQ, SIFT, and Western Rock, an "enterprise" within the meaning of O.C.G.A. § 16-14-3.

112. Defendants have engaged in a pattern of racketeering activity within the meaning of O.C.G.A. § 16-14-3, comprising at least the following predicate acts: (i) theft by deception, O.C.G.A. § 16-8-3, by Defendants Soura, D'Arcy, and RemArms in obtaining property and services from Plaintiffs and from the trade creditors of the enterprise through false promises of payment made without the present intent to perform, as alleged in Counts I, II, and VII above; (ii) theft of services, O.C.G.A. § 16-8-5, by the same Defendants and on the same conduct; (iii) false statements and writings to a state or local government, O.C.G.A. § 16-10-20, by Defendants Soura, D'Arcy, and Roundhill in connection with the 856-job representation made to the State of Georgia, the LaGrange Development Authority, the City of LaGrange, and the Troup County Board of Commissioners in support of the REBA grant and the performance-bond waiver, as alleged in Subsection IV.A above; (iv) theft by conversion, O.C.G.A. § 16-8-4, by Defendants Soura, RemArms, and Rockwell One in connection with the diversion of Draw 9 proceeds away from the designated contractors, as alleged in Subsection IV.G above; and (v) criminal solicitation, O.C.G.A. § 16-4-7, to commit insurance fraud in violation of O.C.G.A. § 33-1-9, by Defendant Soura in the October 26, 2025 pallet-racking telephone call directing Plaintiff Ripley to file a false workmanship-violation insurance claim, as alleged in Subsection IV.K(2) above. Additional predicate acts are anticipated to be developed through discovery.

113. Defendants conducted, participated in, or conspired in the affairs of the Enterprise through said pattern of racketeering activity, in violation of O.C.G.A. § 16-14-4.

the aggregate market value of which is substantial and will be proven at trial114.

Plaintiffs are persons aggrieved within the meaning of O.C.G.A. § 16-14-6(c) and have been injured by reason of the predicate acts identified in paragraph 112 above. Plaintiffs' injuries are the direct and proximate result of the predicate acts of theft by deception, theft of services, theft by conversion, and criminal solicitation enumerated in paragraph 112 (which directly induced Plaintiffs to render uncompensated services to the enterprise, directly converted funds Plaintiff Rip95 had advanced for the pallet-racking installation, and directly produced the diligence expense and inducement-damage components claimed below). Plaintiffs' injuries include without limitation (i) unpaid contract proceeds for services performed by Plaintiff Rip95 for the enterprise; (ii) the diligence costs incurred; (iii) below-market and above-contract services delivered to the enterprise on the strength of Defendant Soura's deal-room promise; and (iv) the costs incurred in defending against the May 6, 2026 Delaware filing alleged in Subsection IV.M above. Pursuant to O.C.G.A. § 16-14-6, Plaintiffs are entitled to recover three times their actual damages, together with reasonable attorneys' fees, in addition to such other relief as the Court deems appropriate.

COUNT IX

PUNITIVE DAMAGES

(O.C.G.A. § 51-12-5.1 — Against All Defendants)

115. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

116. Defendants' conduct — in particular the dated documented statement of intent as to the § 9-620 plan, the continued signing of new creditors thereafter, the Draw 9 diversion, the cap-table concealment, the SIFT and Western Rock self-dealing positions, the divestiture-for-successor-liability strategy, the December 11, 2025 creditor-selection admission, and the four distinct solicitations of Plaintiff Ripley to commit fraud against identifiable third-party creditors (the K(1) Rip95-vendor-rerouting solicitation, the K(2) October 26, 2025 pallet-racking insurance-fraud and deposit-leverage solicitation, the K(3) Panel-Systems-Unlimited handle-it-under-RemArms directive, and the K(4) AAR-of-NC and SSDI fire-road / replacement-work solicitation) — evidences willful misconduct, malice, fraud, wantonness, oppression, and that entire want of care which would raise the presumption of conscious indifference to consequences, within the meaning of O.C.G.A. § 51-12-5.1(b). Defendant Soura's conduct in (i) capturing the § 9-620 plan with the express purpose of extinguishing identified third-party creditors by operation of law; (ii) continuing to sign additional creditors to RemArms thereafter with the same intent; (iii) directly soliciting Plaintiff Ripley on at least four discrete occasions to participate in fraud against named

third-party creditors of the enterprise; and (iv) selecting unsecured creditors for non-payment based on their perceived lack of sophistication to enforce their rights, was undertaken with the specific intent to cause harm to the identified third-party creditors and to Plaintiffs within the meaning of O.C.G.A. § 51-12-5.1(f) and accordingly is not subject to the statutory cap on punitive damages.

117. Plaintiffs are entitled to an award of punitive damages against each Defendant in an amount sufficient to deter the conduct alleged and to punish Defendants for their malicious and fraudulent acts.

COUNT X

ATTORNEYS' FEES AND EXPENSES OF LITIGATION

(O.C.G.A. § 13-6-11 — Against All Defendants)

118. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

119. Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiffs unnecessary trouble and expense within the meaning of O.C.G.A. § 13-6-11. Plaintiffs are entitled to recover their reasonable attorneys' fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11 and pursuant to each of the statutory fee-shifting provisions separately pleaded herein, including without limitation O.C.G.A. §§ 16-14-6, 51-10-6, 18-2-77.

COUNT XI

DECLARATORY JUDGMENT — NDA UNENFORCEABILITY

(O.C.G.A. § 9-4-1 et seq. — Against Defendant Roundhill)

120. Plaintiffs incorporate each of the preceding paragraphs as though fully restated herein.

121. This Count seeks a declaration under O.C.G.A. § 9-4-1 et seq. that the August 9, 2025 Confidentiality and Non-Disclosure Agreement between Plaintiff Ripley and Defendant Roundhill (the "NDA") is unenforceable as applied against Plaintiffs to the extent the NDA purports to restrict their disclosure, in the course of bona fide litigation and to law enforcement and regulatory authorities and to similarly situated creditors, of conduct constituting fraud against

Plaintiffs, fraud against third-party creditors of the Roundhill enterprise, and fraud against the public bodies and instrumentalities of the State of Georgia and Troup County.

122. Plaintiffs do not seek to invalidate the NDA in toto or to escape any obligation of confidentiality with respect to genuine trade secrets or other content protected by law. Plaintiffs seek a narrowly tailored declaration that the NDA cannot be enforced to suppress: (a) percipient-witness disclosure of fraud against Plaintiffs by Defendant Roundhill, its principals, and its affiliated entities; (b) percipient-witness disclosure of fraud against the State of Georgia, the LaGrange Development Authority, the City of LaGrange, and the Troup County Board of Commissioners; (c) percipient-witness disclosure of fraud against third-party trade creditors of the Roundhill enterprise; (d) Plaintiffs' communications with similarly situated unpaid creditors of the enterprise made under a common-interest privilege framework, including communications resting on facts independently known to such creditors (for example, Southeastern Site Development, Inc.'s independent knowledge of the Draw 9 diversion) rather than on any NDA-protected disclosure; (e) Plaintiffs' disclosures to law enforcement, prosecutorial, and regulatory authorities concerning suspected criminal conduct; and (f) Plaintiffs' communications in furtherance of bona fide civil litigation, which are absolutely privileged under O.C.G.A. § 51-5-8.

123. Defendant Roundhill has, by filing Roundhill Group LLC v. Ripley et al., Case No. 1:26-cv-00529-MN in the United States District Court for the District of Delaware on May 6, 2026, asserted that the NDA prohibits Plaintiff Ripley from making the very disclosures that constitute the factual basis of this Complaint. The Delaware court has verbally denied Defendant Roundhill's emergency application for a temporary restraining order. The preliminary-injunction motion remains pending. The relief Plaintiffs seek herein is necessary to resolve the actual present controversy between the parties as to whether the NDA can be used to suppress disclosure of the conduct alleged in this Complaint.

124. The NDA is unenforceable as applied to suppress the disclosures alleged herein on each of the independent grounds set forth in Subsections A through I below. Plaintiffs need establish only one of the grounds; the convergence of all nine is alleged for the avoidance of doubt.

A. Crime-Fraud Doctrine

125. A contract clause cannot be enforced to suppress a counterparty's disclosure of fraud in which the enforcing party invited the counterparty to participate. Defendant Roundhill's principal Defendant Soura, acting on behalf of Defendant Roundhill, repeatedly solicited Plaintiff Ripley to commit fraud against identifiable third-party creditors of the Roundhill enterprise as alleged in Subsection IV.K above (the four K-section acts). The crime-fraud doctrine, applied in this Court's long-standing equity jurisdiction, bars Defendant Roundhill from invoking the NDA to suppress disclosure of the very fraud Defendant Roundhill's principal solicited.

B. Restatement (Second) of Contracts § 178 — Public-Policy Unenforceability

126. Restatement (Second) of Contracts § 178, recognized as persuasive authority by Georgia courts, provides that a promise is unenforceable on grounds of public policy where the interest in enforcement is clearly outweighed by the public policy against enforcement of the term. The NDA, as Defendant Roundhill seeks to apply it, operates to (a) suppress percipient-witness disclosure of fraud against the public bodies of the State of Georgia and Troup County, including in connection with the REBA grant; (b) chill voluntary cooperation with regulatory and prosecutorial authorities; and (c) coerce silence from a sworn witness with personal knowledge of solicited criminal conduct. Each of the foregoing weighs against enforcement. There is no countervailing legitimate interest in confidentiality that overrides them.

C. DTSA § 1833(b) Immunity — Analogous Authority

127. The Defend Trade Secrets Act, 18 U.S.C. § 1833(b), creates an immunity from liability under any non-disclosure agreement for disclosure of trade-secret information made "in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and … solely for the purpose of reporting or investigating a suspected violation of law" or "in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." The DTSA § 1833(b) immunity, although on its face limited to trade-secret materials, expresses a federal public policy that this Court should adopt as analogous authority for the broader proposition that disclosures made in good faith to officials and in litigation cannot be suppressed by a private confidentiality agreement.

D. Securities Whistleblower Anti-Suppression — Analogous Authority (SEC Rule 21F-17)

128. SEC Rule 21F-17, 17 C.F.R. § 240.21F-17, prohibits any person from taking any action to impede an individual from communicating directly with Commission staff about a possible securities-law violation, including by enforcing or threatening to enforce a confidentiality agreement. The Rule applies by its terms to communications with the Commission, but it codifies an established public policy that this Court should adopt by analogy: confidentiality agreements cannot be weaponized to prevent reports of suspected fraud to authorities. The same principle applies to disclosures Plaintiffs propose to make to state-law enforcement and regulatory authorities concerning the conduct alleged in this Complaint.

E. Georgia Anti-SLAPP, O.C.G.A. § 9-11-11.1

129. Georgia's anti-SLAPP statute, O.C.G.A. § 9-11-11.1, protects the right to petition government and to participate in matters of public concern from being chilled by abusive litigation. Defendant Roundhill's Delaware filing, which is calibrated to suppress Plaintiffs' disclosures of conduct involving Georgia public bodies and Georgia trade creditors, is precisely the kind of suppression the anti-SLAPP statute is designed to protect against. The NDA cannot be construed or enforced to override the protections of O.C.G.A. § 9-11-11.1.

F. Yellow-Dog / Norris-LaGuardia Analog

130. Yellow-dog contracts — agreements designed to prevent a contracting party from participating in collective lawful activity that would expose the other party's misconduct — are unenforceable as a matter of long-standing public policy expressed in the Norris-LaGuardia Act and adopted by analogy in Georgia common law. The NDA, as Defendant Roundhill seeks to apply it, is functionally a yellow-dog contract: it is being asserted to prevent Plaintiffs from joining a community of unpaid creditors in collective lawful action to enforce their rights. The NDA cannot be enforced to that end.

G. Waiver and Consent

131. The NDA cannot be enforced against Plaintiffs because Defendant Roundhill, acting through its principal Defendant Soura, has waived enforcement and consented to the conduct for which Defendant Roundhill now seeks injunctive relief in the Delaware action. As more fully set forth in Subsection IV.N above: Defendant Soura was offered, experimented with, and affirmatively elected not to enable the DocSend NDA-gating feature; Defendant Soura owned

and controlled the DocSend account, personally populated and configured the data room on a regular, ongoing basis, and the DocSend activity reports were available to him as an administrator; Defendant Soura knew of and approved the dedicated Foley folder before any document was sent to either of the Foleys; and at no time during the relevant period did Defendant Soura ask whether any recipient had executed an NDA or raise any concern about NDA coverage. Defendant Roundhill cannot in equity invoke the NDA to enjoin the very recipient access its principal personally configured, monitored, and approved without objection.

131-A. Independently, Defendant Roundhill never exercised any of its express rights under the NDA itself that would be consistent with a genuine claim of confidentiality. Section 8 of the NDA grants Defendant Roundhill the right, on notice, to require Plaintiff Ripley to terminate access to the Confidential Information and to return or destroy all such information. Defendant Roundhill never gave such notice and never invoked Section 8 at any time prior to filing the Delaware action on May 6, 2026. A party that genuinely believes its counterparty is misusing confidential information acts to recover or destroy it; Defendant Roundhill did not. Defendant Roundhill's failure to exercise the NDA's own termination and return rights — at any time during the diligence period or at any time before Defendant Roundhill filed the Delaware action — is itself direct evidence that Defendant Roundhill did not contemporaneously treat the information as confidential, and is alleged as additional waiver and consent precluding enforcement of the NDA against Plaintiffs.

H. Public-Records Carve-Out — Information Not Confidential in Fact

132. The NDA cannot be enforced against Plaintiffs as to any disclosure that consists of, summarizes, references, or relies upon information that is independently available in the public records, because such information is not "Confidential Information" within the meaning of the NDA or any reasonable construction thereof. As more fully set forth in Subsection IV.O above, the senior secured construction loan, the related deeds to secure debt, the assignment of rents, the Memorandum of Loan Modification, the UCC Financing Statements identifying the secured-party structure, and the title-insurance policy covering the LaGrange Manufacturing Facility are each a matter of recorded public record in Troup County, Georgia and in the Georgia UCC Index, and have been since dates pre-dating December 2025. The mechanics' liens recorded against the LaGrange Manufacturing Facility, and the pending Troup County and Magistrate Court lawsuits

brought by the unpaid trade creditors of the Roundhill enterprise, are likewise matters of public adjudication. Defendant Roundhill cannot invoke the NDA to suppress disclosure of such publicly recorded content. For the same reason, information independently known to non-NDA third parties — including the Draw 9 diversion knowledge possessed by Southeastern Site Development, Inc., a designated Draw 9 contractor never party to any non-disclosure agreement with Defendant Roundhill — is not "Confidential Information" within the meaning of the NDA and cannot be suppressed by it.

132-A. Independently, the NDA cannot be enforced against Plaintiff Ripley as to any disclosure that consists of, summarizes, references, or relies upon information independently within Plaintiff Ripley's possession or knowledge prior to August 9, 2025, including without limitation industry knowledge, contacts, and information bases acquired through Plaintiff Ripley's pre-existing firearms-industry credentials as alleged in paragraph 7 above. Such information is not "Confidential Information" within the meaning of the NDA or any reasonable construction thereof, and falls within the explicit prior-possession carve-out of Section 5 of the NDA.

133. Each communication, allegation, and statement made by Plaintiffs in this Complaint, and in connection with the prosecution of this action, is also absolutely privileged under O.C.G.A. § 51-5-8. Defendant Roundhill cannot impose contractual liability on Plaintiffs for content covered by the absolute litigation privilege.

134. Plaintiffs are entitled to a declaratory judgment, pursuant to O.C.G.A. § 9-4-1 et seq., that the NDA is unenforceable as applied to the disclosures alleged in this Complaint, together with such further declaratory and equitable relief as may be necessary to fix the rights and duties of the parties and to permit the orderly prosecution of this action.

134-A. In the alternative and in any event, any obligations of confidentiality that may otherwise apply to the disclosures alleged in this Complaint are bounded by Section 11 of the NDA, which provides that the confidentiality obligations expire two (2) years from the date of the last disclosure of Confidential Information under the NDA. Plaintiffs respectfully request that any declaratory or other relief granted in this action expressly recognize that no obligations of confidentiality under the NDA can in any event extend beyond the Section 11 sunset, calculated from the date of the last disclosure of Confidential Information by Defendant Roundhill or its principals.

I. Information About Non-Affiliate Entities Falls Outside the NDA's Scope.

134-B. The NDA's definition of "Confidential Information" extends only to information about Defendant Roundhill and its "Affiliates." The NDA defines "Affiliate" to mean any entity directly or indirectly owned, controlled by, under common control with, or controlling the Discloser, where "Control" means the right to exercise more than fifty percent (50%) of voting rights or the right to appoint more than fifty percent (50%) of the directors. Substantially all of the information that Plaintiffs received during the diligence period — and substantially all of the information disclosed in this Complaint — concerns operating entities (including, without limitation, Defendant RemArms, LLC, Defendant Rockwell One Holdings, LLC, Defendant RemEQ, Defendant SIFT, and Defendant Western Rock) that were not Affiliates of Defendant Roundhill within the NDA's definition. Defendant Soura himself admitted, as alleged in Subsections E, E-2, and F above, that the ownership of the operating entities had been transferred away from any Roundhill-controlled parent entity and that he held no controlling interest in those entities sufficient to constitute control under the NDA's fifty-percent threshold. Information about non-Affiliate entities falls outside the NDA's scope entirely and cannot be made the subject of confidentiality obligations under the NDA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Christopher B. Ripley and Rip95 LLC d/b/a Risk Off Capital respectfully pray that this Honorable Court:

(a) Issue process and serve each Defendant in accordance with law;

(b) Enter judgment in favor of Plaintiffs and against Defendants, jointly and severally, on each Count of this Verified Complaint, including a declaratory judgment under O.C.G.A. § 9-4-1 et seq. on Count XI declaring that the August 9, 2025 Confidentiality and Non-Disclosure Agreement between Plaintiff Ripley and Defendant Roundhill is unenforceable as applied to suppress the disclosures alleged herein on each of the grounds set forth in Subsections A through I of Count XI, and, in the alternative, that any obligations of confidentiality that might otherwise apply under the NDA are bounded by the Section 11 two-year sunset from the date of the last disclosure;

(c) Award Plaintiffs compensatory damages in an amount to be proven at trial but not less than Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00), reflecting unpaid build costs, unreimbursed pallet-racking expenditures, the diligence costs incurred, the reasonable value of Plaintiff Ripley's executive time, and the inducement value of services delivered to the enterprise below market in reliance on Defendants' representations;

(d) Award Plaintiffs treble damages on the Georgia RICO count pursuant to O.C.G.A. § 16-14-6;

(e) Declare the transfers identified in Count IV voidable under O.C.G.A. § 18-2-74 and grant the remedies authorized by O.C.G.A. § 18-2-77, including attachment, injunction, and appointment of a receiver as appropriate;

(f) Award Plaintiffs punitive damages pursuant to O.C.G.A. § 51-12-5.1 in an amount sufficient to deter and punish;

(g) Award Plaintiffs attorneys' fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11 and each statutory fee-shifting provision herein;

(h) Grant Plaintiffs such equitable relief as is appropriate, including disgorgement of the benefit unjustly retained by Defendants; and

(i) Order, as part of the equitable relief sought under this Complaint and pursuant to the Court's general equity jurisdiction, that the senior-secured positions of Defendants SIFT and Western Rock be equitably subordinated to the unsecured creditor claims of Plaintiffs and of similarly situated trade creditors of the enterprise on account of Defendant Soura's self-dealing principalship of each, as alleged in Paragraphs 48 and 49 above; and

(j) Grant Plaintiffs such other and further relief as the Court deems just and proper.

A FINAL WORD TO THE COURT

The Court has now read, in detail, the record of what was done to more than two hundred fifty identified creditors, their families, their businesses, and their livelihoods in Troup County, Georgia and across this country. Contractors who showed up, did their work, and were not paid. Suppliers who shipped goods and received nothing. Small businesses now in financial distress —

some at the edge of bankruptcy, some already past it — because a man who called them "fucking hillbillies" decided they lacked the sophistication to collect from him and built a legal architecture specifically designed to prove himself right.

That architecture had three components. A web of entities whose ownership was deliberately kept unknowable. A self-dealing senior secured position held in concealed names, engineered to sit at the top of the creditor stack and extinguish every claim below it. And a transaction mechanism — one none of the lawyers assembled to evaluate it had ever encountered — that would complete the extinguishment by operation of law, leaving no one to sue and nothing to recover.

What stands between that outcome and the creditors is this lawsuit. Not because Plaintiff Ripley is the only person who could have brought it, but because he is the only person who had the full picture. He was inside the transaction. He heard the admissions. He documented the representations. He refused, on four separate occasions, to participate in fraud against creditors he had committed to paying. And when the transaction collapsed, he continued to honor those obligations — not to gain a litigation advantage, but because the people who had done the work were owed the money and he had given his word.

The relief Plaintiffs seek is concrete: the unwinding of a fraud, the voiding of transfers designed to defeat lawful recovery, and the restoration of a creditor class to the position it would have occupied had Defendant Soura operated the enterprise he represented to the State of Georgia, to the LaGrange Development Authority, to his contractors, and to his investors that he was operating.

The creditors named and unnamed in this Complaint did not choose to be part of a fraud. They chose to do their jobs. They built a building. They installed systems. They shipped goods. They showed up. The law of the State of Georgia exists precisely for them, and for this moment. Plaintiffs respectfully ask this Court to let it work.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

VERIFICATION

Pursuant to O.C.G.A. § 9-10-110 and § 9-11-11.1, Plaintiff Christopher B. Ripley will verify this Complaint by separate signed verification page attached hereto. Verification under § 9-11-11.1 preserves the protection of the Georgia anti-SLAPP statute against any retaliatory counterclaim challenging the petitioning activity reflected in this Complaint.

Respectfully submitted this 3rd day of June, 2026.

ALFORD LAW GROUP, LLC

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