UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA

RARE BREED TRIGGERS, INC., a Texas corporation,

Plaintiff,

v.

BIG DADDY ENTERPRISES, INC., a Florida corporation, BIG DADDY UNLIMITED, INC., a Florida corporation, BLACKSTOCK, INC., a Florida corporation, WIDE OPEN ENTERPRISES, LLC, a New Mexico limited liability company, WE GOT AMMO, INC., a Florida corporation, PERFORMANCE TRIGGERS INC., a Florida Corporation, ATRIUS DEVELOPMENT GROUP CORP., D/B/A ATRIUS TRIGGERS, an Idaho corporation, DELTA 7 LLC, a Florida limited liability company, C&C HOLDINGS GROUP LLC, a Florida limited liability company, ANTHONY MCKNIGHT, an individual, SHERRIE MCKNIGHT, an individual, DOUGLAS RIOS, an individual, CHRISTOPHER RIOS, an individual, MALCOLM BROWN, an individual, LEA ANDREOLI, an individual, and ANDREW MYERS, an individual,

Defendants.

Docket No.: _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Rare Breed Triggers, Inc. ("RBT"), by and through its attorneys, Dhillon Law Group, Inc. and Wood Herron & Evans LLP, brings this Complaint

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against Defendants Big Daddy Enterprises, Inc., Big Daddy Unlimited, Inc., Blackstock, Inc., Wide Open Enterprises, LLC, We Got Ammo, Inc., Atrius Development Group Corp., at times d/b/a Atrius Triggers, Performance Triggers Inc., Delta 7 LLC, C&C Holdings Group LLC, Anthony McKnight, Sherrie McKnight, Douglas Rios, Christopher Rios, Malcolm Brown, Lea Andreoli, and Andrew Myers (collectively, "Defendants"), and allege, on knowledge as to its own actions and otherwise upon information and belief, as follows:

PRELIMINARY STATEMENT

1. This action seeks, among other things, to enforce a Settlement Agreement that resolved two prior lawsuits over Defendants Big Daddy Enterprises, Inc., Big Daddy Unlimited, Inc., Wide Open Enterprises, We Got Ammo, Blackstock, Anthony McKnight, Sherrie McKnight, and Douglas Rios's (collectively, the "Settling Defendants") infringement of U.S. Patent No. 10,514,223 ("the '223 Patent") covering Forced Reset Trigger ("FRT") technology, for which RBT holds the exclusive license.

2. Specifically, after stipulating to the validity, enforceability, and infringement of the '223 Patent, and to RBT's status as the exclusive licensee, the Settling Defendants agreed to: (a) permanently cease the manufacture, marketing, and sale of all FRTs, meaning any fire control group where movement of the action causes the trigger member to be forced to the fully reset position, including those

described as "hard reset" or "positive displacement"; (b) refrain from assisting others in doing so; and (c) transfer the domain name wideopentriggers.com, among other domain names, to RBT—in exchange for dismissal of the claims against them.

3. The court entered a Permanent Injunction on October 19, 2022, ordering the Settling Defendants and all those acting in concert with them to cease producing or selling any infringing FRTs during the life of the '223 Patent.

4. The Settling Defendants have not only violated the letter and spirit of these binding commitments—they have done so brazenly and repeatedly. Through a deliberate scheme of concealment, proxies, and shell entities, the Settling Defendants continue to manufacture and distribute infringing FRTs while hiding their involvement behind front companies, affiliate websites, and third-party intermediaries.

5. RBT agreed to settle the underlying litigation and dismiss its claims in reliance on the Settling Defendants' express written representations—memorialized in the Settlement Agreement—that they would permanently cease all FRT-related activity and transfer specified domain names. RBT also relied on a specific oral assurance made by Defendant Anthony McKnight on September 21, 2022, that the Settling Defendants were prepared to stop selling FRTs and cease interfering with RBT's business in exchange for settlement. The underlying actions

did not include a cause of action for fraud, and nothing in the litigation record suggested that the Settling Defendants intended to breach the agreement. At the time of settlement, RBT had no access to Defendants' concealed pre- or post-agreement activities and no reason to suspect ongoing fraud. RBT reasonably assumed that parties who sign a settlement to dismiss litigation against them, and stipulate to a permanent federal injunction—a violation of which could result in literal jail time— would comply with those agreements, and acted accordingly by refraining from further enforcement and litigation.

6. Settling Defendants have used companies such as Defendants Performance Triggers, Atrius Development Group Corp., at times d/b/a Atrius Triggers—controlled by Defendant Malcolm Brown—and Delta 7 LLC—controlled by Defendant Andrew Myers—to facilitate these unlawful sales.

7. Together, Defendants sold infringing FRTs under old and new product names—including the "WOT Trigger," "WOT 3-Position," "Selektor Trigger," "Super Selektor," and "Super Safety AR-15 Trigger," "Atrius Select-Fire Assisted Reset Trigger"—that were designed to circumvent detection, but which all operate within the Settlement Agreement's definition of a Forced Reset Trigger and thus are all prohibited by it.[1]

[1] Due to Defendants' continued covert scheme to produce and sell violative triggers, this list is not exhaustive.

8. Defendants utilized reconfigured and newly launched websites, including performancetriggers.com, wot15.com, mid-tierdefense.com, beararmsoutfitters.com, selektortriggers.com, fasttrigger.com, and others, to advertise and fulfill thousands of orders for FRTs. These sales occurred both before and after Defendants dissolved their prior corporate entities—including Big Daddy Enterprises, Bid Daddy Unlimited, and Blackstock—in an effort to evade the reach of the injunction.

9. Upon information and belief, Defendant Atrius Development Group Corp. ("Atrius"), operating under the direction of Defendant Brown, fulfilled approximately 9,000 consumer orders for infringing FRTs in a span of roughly two (2) weeks—generating at least $1.79 million in revenue.

10. Defendants Anthony McKnight and Douglas Rios, both of whom were personally bound by the Settlement Agreement and Injunction, as well as Defendants Christopher Rios and C&C Holdings Group LLC, directed and controlled Defendant Performance Triggers during its continued FRT sales. Douglas Rios has been identified as Performance Triggers' owner by his former attorney and in the 2023 annual report filed with Florida's Secretary of State. Anthony McKnight incorporated the company, arranged its dealer pricing, and controlled affiliated web domains that redirected traffic to active infringing storefronts.

11. Defendant Andrew Myers worked in concert with Defendants Anthony McKnight and Douglas Rios to operate a network of storefronts under the name Delta 7 LLC. Myers registered the business, configured websites, and processed sales for infringing FRT units and parts, resulting in sales generating well over $100,000 in profits.

12. Through these coordinated efforts, Defendants willfully and repeatedly breached the Settlement Agreement. Their scheme was designed not only to continue profiting from infringing FRTs, but also to obstruct Plaintiff RBT's ability to enforce its rights by hiding the scope and scale of these ongoing violations.

13. As a direct result of Defendants' conduct, RBT has suffered significant harm, including lost sales, diversion of customers, enforcement costs, and irreparable injury to the market.

14. Under the Settlement Agreement, RBT is entitled to liquidated damages of $1,000,000 in the event of Defendants' breach and $1,000 per unit or part made or sold in breach, attorneys' fees and costs, and injunctive relief.

15. RBT now seeks to enforce its rights and recover compensatory damages, liquidated damages, disgorgement of Defendants' profits, punitive damages, injunctive relief, fees and costs, prejudgment and post-judgment interest, and any further relief the Court deems just and proper.

JURISDICTION

16. This Court has personal jurisdiction over Defendants Big Daddy Enterprises, Inc., Big Daddy Unlimited, Inc., Blackstock, Inc., We Got Ammo, Inc., because they are corporations that are incorporated and have their principal place of business in Florida; over Defendant Performance Triggers, Inc., because it is a corporation incorporated in Florida; over Defendants Delta 7 LLC and C&C Holdings Group LLC because they are limited liability companies with all members domiciled in Florida; and over Defendants Anthony McKnight, Sherrie McKnight, Douglas Rios, and Christopher Rios because they are individuals domiciled in Florida. Also, the Court has personal jurisdiction over the Settling Defendants because they agreed in the Settlement Agreement to "jurisdiction and venue of the Northern District of Florida."

17. This Court has personal jurisdiction over Defendant Atrius Development Group Corp., under Florida Statute § 48.193(1)(a)(1), (2), and (6)(b), and (2), because it conducted a business venture in Florida by selling thousands of infringing triggers into the state, knowingly participated in fraud and in the Settling Defendants' breach of the Settlement Agreement, and acted in concert with Florida-based Defendants to conceal and continue those violations; over Defendant Wide Open Enterprises, LLC under Florida Statute § 48.193(1)(a)(1), (2), and (6)(b), and (2), because it operated in Florida, was a party to the Settlement

Agreement containing a Florida forum clause, and knowingly participated in the manufacture and distribution of infringing products in violation of that agreement; over Defendant Malcolm Brown under Florida Statute § 48.193(1)(a)(2), (6)(b), and (2), because he directed the design and sale of infringing triggers through Florida-based infrastructure, knowingly assisted the Settling Defendants in evading the Settlement Agreement, and worked in concert with them to continue sales in violation of the Permanent Injunction; and over Defendant Lea Andreoli under Florida Statutes §§ 48.193(1)(a)(2) and (6)(b), because, on information and belief, she helped conceal proceeds from infringing sales that caused injury in Florida and knowingly participated in efforts to facilitate or disguise the Settling Defendants' ongoing breach of the Settlement Agreement.

18. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because it is a civil action between Plaintiff RBT Inc., a Texas corporation, and Defendants Big Daddy Enterprises, Inc., Big Daddy Unlimited, Inc., We Got Ammo, Inc., Performance Triggers, Inc., and Blackstock, Inc., which are Florida corporations; C&C Holdings Group LLC, a Florida limited liability company; Atrius Development Group Corp., at times d/b/a Atrius Triggers, an Idaho corporation; Wide Open Enterprises, LLC, a New Mexico limited liability company; Delta 7 LLC, a Florida limited liability company; Anthony McKnight, Sherrie McKnight, Douglas Rios, Christopher Rios, and

Andrew Myers, who are residents of Florida; and Malcolm Brown and Lea Andreoli, who are residents of California, and the amount in controversy exceeds $75,000, exclusive of interest and costs.

VENUE

19. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), in that a substantial part of the events or omissions giving rise to the claims occurred in this district, and because the Settlement Agreement includes a forum selection clause specifying that the parties agree to "jurisdiction and venue in the Northern District of Florida." (*See* Exhibit A, Settlement Agreement, ¶ 23.)

PARTIES

20. Plaintiff Rare Breed Triggers, Inc. ("RBT"), is a corporation organized under the laws of Texas and does business in Wichita Falls, Texas. Rare Breed Triggers, LLC merged on November 15, 2023, with Rare Breed Triggers, Inc., which was incorporated in Texas on August 7, 2023. Accordingly, Rare Breed Triggers, Inc. is Rare Breed Triggers, LLC's successor in interest.

21. Upon information and belief, Defendant Big Daddy Enterprises, Inc., is a corporation that is incorporated in Florida and has its principal place of business in Gainesville, Florida.

22. Upon information and belief, Defendant Big Daddy Unlimited, Inc., is a corporation that is incorporated in Florida and has its principal place of business in Gainesville, Florida.

23. Upon information and belief, Defendant Blackstock, Inc. is a corporation that is incorporated in Florida and has its principal place of business in Gainesville, Florida.

24. Upon information and belief, Defendant Wide Open Enterprises, LLC, is a limited liability company formed under the laws of New Mexico and does business in Ocala, Florida. There is no evidence that any members of this Defendant entity are citizens of Texas.

25. Upon information and belief, Defendant We Got Ammo, Inc., is a corporation that is incorporated in Florida and has its principal place of business in Gainesville, Florida.

26. Upon information and belief, Defendant Atrius Development Group Corp. ("Atrius"), is a corporation that is incorporated in Idaho and has its principal place of business in Lake Forest, California. Atrius is owned and operated by Defendant Malcom Brown.

27. Upon information and belief, Defendant Performance Triggers, Inc., is a corporation that is incorporated in Florida and has its principal place of business in Columbus, Ohio.

28. Upon information and belief, Defendant C&C Holdings Group LLC is a limited liability company formed under the laws of Florida.

29. Upon information and belief, Defendant Delta 7 LLC is a limited liability company formed under the laws of Florida and does business in Gainesville, Florida. Upon information and belief, Delta 7 LLC has one (1) member: Andrew Myers, a resident of Lake City, Florida.

30. Upon information and belief, Defendant Anthony McKnight is an individual who resides in Florida.

31. Upon information and belief, Defendant Sherrie McKnight is an individual who resides in Florida.

32. Upon information and belief, Defendant Douglas Rios is an individual who resides in Florida.

33. Upon information and belief, Defendant Christopher Rios is an individual who resides in Florida.

34. Upon information and belief, Defendant Malcolm Brown is an individual who resides in California.

35. Upon information and belief, Defendant Lea Andreoli is an individual who resides in California.

36. Upon information and belief, Defendant Andrew Myers is an individual who resides in Florida.

37. While certain Defendants did not sign the Settlement Agreement, they are nonetheless bound by its terms because they acted as agents, alter egos, or were otherwise so closely related to the parties who entered the agreement—and to the conduct it prohibits—that it was foreseeable they would be bound. These Defendants knowingly participated in and facilitated the breach of the Settlement Agreement, and their liability arises under established principles of agency, estoppel, and related doctrines. *See Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009); *B & B Jewelry, Inc. v. Pandora Jewelry LLC*, 247 F. Supp. 3d 1283, 1287 n.3 (S.D. Fla. 2017).

FACTS

38. RBT is the exclusive licensee of U.S. Patent No. 10,514,223 entitled "Firearm Trigger Mechanism" (the '223 Patent") and has standing to enforce it and to recover damages for infringement.

Prior Litigation Between the Parties

39. On September 15, 2021, Plaintiff RBT filed an action for patent infringement against Defendants Big Daddy Enterprises, Inc., Big Daddy Unlimited, Inc., Wide Open Enterprises, We Got Ammo, Anthony McKnight, Sherrie McKnight, and Douglas Rios in the Northern District of Florida, Case No. 1:21-cv-00149-RH-HTC.

40. The infringing products at issue in the litigation against the Settling Defendants were the "Wide Open Trigger" (WOT) and "Powered by Graves ALAMO-15," both of which are forced reset triggers ("FRTs") that infringe one or more claims of the '223 Patent, and violate the Settlement Agreement.

41. On December 30, 2021, a preliminary injunction was entered in that action ordering Defendants not to "manufacture, market, sell, offer to sell, import, or transfer possession of any Wide Open trigger or substantially similar device." (*See* Exhibit C, Preliminary Injunction, at 13.)

42. On March 8, 2022, RBT filed a related infringement action against the Defendants Big Daddy Unlimited, Inc., Big Daddy Enterprises, Inc., and Blackstock, Inc., in Case No. 1:22-cv-00061-RH-HTC.

43. On or around September 21, 2022, following the deposition of RBT consultant Cole Leleux, Defendant Anthony McKnight represented—on behalf of himself and Defendants Big Daddy Enterprises, Big Daddy Unlimited, Wide Open Enterprises, Blackstock, We Got Ammo, Sherrie McKnight, Douglas Rios—that they were prepared to cease all sales of any FRTs and to stop their interference with RBT's business and licensed rights in exchange for a settlement whereby RBT agreed to dismiss its claims against them.

44. In September 2022, RBT and Defendants Big Daddy Enterprises, Big Daddy Unlimited, Wide Open Enterprises, Blackstock, We Got Ammo, Anthony

McKnight, Sherrie McKnight, Douglas Rios (collectively, the "Settling Defendants"), entered into a written Confidential Settlement Agreement ("Settlement Agreement"), which resolved the pending litigation. (*See* Exhibit A, Settlement Agreement.)

45. The Settlement Agreement contained the following provisions:

a. The Settling Defendants agreed that they would "not assist any other individual or entity in challenging the validity, enforceability, or scope of the '223 Patent in any forum." (Ex. A ¶ 2.) Defendants also admitted that "the Wide Open WOT Trigger and Powered By Graves ALAMO-15 trigger infringe the '223 Patent, affirm the validity and enforceability of the '223 Patent, and agree not to challenge the same in any forum and waive defenses to enforceability against the '223 Patent." (*Id.*)

b. "Forced Reset Trigger" was defined as meaning "any fire control group where movement of the action causes the trigger member to be forced to the fully reset position, including those described as 'hard reset' or 'positive displacement.'" (*Id.* ¶ 3.)

c. The Settling Defendants "agree[d] to no longer produce or sell Forced Reset Triggers or parts that can be used as part of Forced Reset Triggers." (*Id.* ¶ 11.) Defendants also agreed to assign and

transfer to RBT a host of websites where Defendants sold infringing triggers, including wideopentriggers.com and wotar15.com. (*Id.* ¶ 8.)

d. The Settling Defendants agreed to a liquidated damages provision of $1,000,000 for their breach of the Settlement Agreement and $1,000 per unit or part made or sold in violation of the Settlement Agreement. (*Id.* ¶ 16.)

e. The parties agreed that Plaintiff can recover attorneys' fees and costs incurred in enforcing the Settlement Agreement's terms. (*Id.*)

f. The parties agreed that "[a]ny failure or delay by any Party, or by any of their respective representatives, in exercising any right, power, or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other future exercise of any right, power, or privilege." (*Id.* ¶ 20.)

g. The parties agreed the Settlement Agreement "is binding upon, inures to the benefit of, and delegates all duties of the Parties, their officers, agents, directors, affiliates, legal representatives, employees, successors, heirs and assigns." (*Id.* ¶ 22) (emphasis added.)

h. The parties agreed "to jurisdiction and venue of the Northern District of Florida." (*Id.* ¶ 23.)

i. The parties agreed that when legal enforcement of the Settlement Agreement is required, they are not restricted from disclosing the Settlement Agreement's terms. (*Id.* ¶ 24.)

46. On October 19, 2022, the Court entered a Consent Judgment and Permanent Injunction ("Permanent Injunction") against the Settling Defendants. (*See* Ex. B, Permanent Injunction.)

47. The Permanent Injunction set forth the following stipulated facts and directives:

a. Stipulated Facts:

i. RBT holds the exclusive license to sell products covered by the '223 Patent and has standing to collect damages for lost profits. (*Id.* at 3, ¶ 14.)

ii. All claims of the '223 Patent are valid and enforceable. (*Id.* at 3, ¶ 15.)

iii. The Settling Defendants had been manufacturing, using, importing, offering for sale, and selling forced reset triggers—including the Wide Open Trigger (WOT) and/or the Powered By Graves ALAMO-15 trigger—that are covered by one or

more claims of the '223 Patent, or causing others to do so. (*Id.* at 4, ¶ 18.)

iv. Any violation of the Permanent Injunction by the Settling Defendants, or anyone acting in concert with them, would cause irreparable harm to Plaintiffs. Upon such a violation, Plaintiffs are entitled to pursue remedies consistent with the Consent Judgment and Permanent Injunction. (*Id.* at 5, ¶ 23.)

v. After entry of the Consent Judgment and Permanent Injunction, the action was dismissed with prejudice, but the Court retained jurisdiction to enforce its terms. (*Id.* at 5, ¶ 25.)

b. Directives:

i. All Defendants—including successors, agents, assigns, transferees, related entities, and principals or members with actual notice—were permanently enjoined, during the unexpired term of the '223 Patent, from manufacturing, using, importing, offering for sale, or selling any Infringing Products in the United States, whether directly, contributorily, or by inducement. (*Id.* at 5, ¶ 1.)

ii. The issues of infringement, validity, and enforceability were finally resolved, and the injunction bars all Defendants from

asserting in this or any other proceeding that the claims of the '223 Patent are invalid, unenforceable, or not infringed. (*Id.* at 6, ¶ 4.)

iii. The Consent Judgment and Permanent Injunction bound all parties and affiliates acting by, through, or under them. (*Id.* at 7, ¶ 7.)

iv. The Permanent Injunction does not expire until at least September 2038. (*Id.* at 6, ¶ 2.)

48. RBT agreed to settle the underlying litigation and dismiss its claims in reliance on the Settling Defendants' express commitments in the Settlement Agreement that they would permanently cease all FRT-related activity and transfer control of specified domain names. RBT also relied on a specific oral assurance made by Defendant Anthony McKnight on or around September 21, 2022, reaffirming that the Settling Defendants would comply with those obligations. The underlying lawsuits did not assert fraud, and nothing in the record gave RBT reason to doubt that the Settling Defendants would honor their commitments. At the time of settlement, RBT had no access to Defendants' concealed misconduct and reasonably believed that parties entering into a formal settlement agreement and stipulated federal injunction—a violation of which could result in literal jail time—would abide by them.

49. ABC IP, LLC, who owns the '223 Patent and was a party to the prior litigation between the parties, has assigned all rights to liquidated damages under the Settlement Agreement to Plaintiff RBT.

Defendants' Unlawful Scheme to Circumvent the Settlement Agreement and Permanent Injunction

50. After the entry of the Settlement Agreement and Permanent Injunction in October 2022, Settling Defendants, including Anthony McKnight, Douglas Rios, and others, deliberately orchestrated a scheme to circumvent their obligations by continuing to manufacture, import, market, and sell infringing FRTs in violation of the Settlement Agreement and Permanent Injunction.

51. On information and belief, this ongoing scheme involved creating or using proxy entities—including but not limited to Performance Triggers Inc., Atrius, and Delta 7 LLC—and affiliated websites such as performancetriggers.com, beararmsoutfitters.com, and mid-tierdefense.com, to conceal Settling Defendants' involvement and continue the infringing activity.

52. On information and belief, Defendants utilized concealed payment channels, shell companies, proxy owners, third-party intermediaries, and foreign suppliers to hide their identities, avoid detection, and evade enforcement efforts by RBT.

53. Despite the express prohibitions in the Settlement Agreement and Permanent Injunction, Defendants manufactured and sold FRT products including

but not limited to the "WOT Trigger," "Selector Trigger," "Super Selektor 3 Position Forced Reset Safety Kit," "Super Safety AR-15 Trigger," "3-position WOT Trigger," and an "Atrius Select-Fire Assisted Reset Trigger," modeled directly after the Alamo-15 previously adjudicated to infringe the '223 Patent.

54. On information and belief, these infringing activities generated significant revenue, including approximately $1.8 million from roughly 9,000 direct customer orders fulfilled by Defendant Atrius over just a two-week period.

55. Settling Defendants also breached the Settlement Agreement by failing to assign and transfer specified domain names to RBT, including wideopentriggers.com, and instead redirected these domains to newly created websites used to continue selling infringing FRTs, such as performancetriggers.com.

Defendant Malcolm Brown and Atrius Design, Manufacture, and Sell Infringing FRTs in Coordination with the Settling Defendants

56. Defendant Malcolm Brown operates Atrius, a firearms component business that conspired with the Settling Defendants to design, manufacture, and sell FRTs in violation of the Settlement Agreement and Permanent Injunction.

57. In or around January 2022, *while subject to the preliminary injunction*, Defendants Anthony McKnight and Douglas Rios acted in concert with a third-party individual, Rene Neubacher, to develop an FRT that would have violated the terms of the preliminary injunction if done during its effective period.

58. Beginning as early as 2021 and continuing into 2023—during the pendency of the prior litigation and while the preliminary injunction was in effect—Defendant Brown collaborated with Defendants Anthony McKnight and Douglas Rios to develop a three-position FRT intentionally modeled on the Alamo-15 trigger, which would soon be adjudicated to infringe on RBT's exclusive license to the '223 Patent.

59. In January 2022, Defendant Brown received payment from Defendants Anthony McKnight and Douglas Rios for his work developing this infringing three-position FRT. To conceal the nature of this transaction, Defendants McKnight and Rios routed payments through a bank account held in the name of Brown's wife, Defendant Lea Andreoli.

60. On information and belief, this collaboration continued past the execution of the Settlement Agreement in September 2022, and the Permanent Injunction in October 2022. Defendant Brown and Defendants Anthony McKnight and Douglas Rios further developed and finalized the three-position FRT, notwithstanding the explicit prohibitions in the Settlement Agreement and Permanent Injunction.

61. By December 2023—after the Settlement Agreement and Permanent Injunction took effect—Atrius, under Defendant Brown's direction, began actively

marketing and selling the infringing three-position FRT product branded as the "Atrius Select-Fire Assisted Reset Trigger for the AR-15 Platform."

62. Atrius advertised this product explicitly as an FRT, emphasizing the feature of "elimination of trigger reset," which directly replicates the patented functionality prohibited by the Settlement Agreement.

63. On May 19, 2025—just three (3) days after a preliminary injunction restraining Plaintiff RBT from pursuing certain patent enforcement actions was lifted—Defendant Atrius launched a public-facing website, atrius.dev, to facilitate direct sales of FRTs to consumers nationwide.

64. On information and belief, Defendant Atrius fulfilled approximately 9,000 direct consumer orders of infringing FRTs within roughly two (2) weeks of launching its direct-to-consumer website, generating approximately $1,791,000 in sales revenue.

65. The full scope of Atrius' sales and profits from these infringing FRTs, as well as the complete extent of Defendant Brown's involvement and coordination with Settling Defendants, remain unknown and cannot be ascertained without the aid of formal discovery.

Defendants Performance Triggers, Anthony McKnight, and Douglas Rios Continue to Manufacture and Sell FRTs in Violation of the Settlement Agreement

66. Following entry of the Settlement Agreement and Permanent Injunction, Defendants Anthony McKnight and Douglas Rios orchestrated a scheme to circumvent their obligations by continuing to manufacture, import, market, and sell prohibited FRTs through a newly formed entity—Defendant Performance Triggers, Inc.—while concealing their direct involvement.

67. On January 21, 2022, Defendant Anthony McKnight incorporated Performance Triggers in Florida, identifying himself as president in the company's electronic articles of incorporation.

68. On November 17, 2022, Performance Triggers filed amended corporate documents removing McKnight as president and substituting a corporate entity named REV2A Inc.

69. On August 15, 2023, Performance Triggers filed another amendment removing REV2A Inc. and naming C&C Holdings Group as its president.

70. On March 20, 2024, Performance Triggers' annual report identified Defendant Douglas Rios as its owner and principal, listing its principal place of business at 4505 Kenny Road, #1102, [Columbus] Ohio 43220, an address that belongs to a Staples office supply store. On information and belief, Defendants attempted to conceal that Performance Triggers' address was actually a Staples

office supply store by listing its principal place of business as Kenny, Ohio, which does not exist.

71. At various times, Defendant Christopher Rios has served as the president of Performance Triggers, functioning as a means for his brother, Douglas Rios, and McKnight to control Performance Triggers as an alter ego for BDU after McKnight formally stepped down as president.

72. Although the Florida corporate entity of Performance Triggers voluntarily dissolved on November 4, 2024, its website, performancetriggers.com, remained active thereafter, continuing to publicly list the Ohio address.

73. As early as January 18, 2022—while the preliminary injunction remained in effect—Defendant Big Daddy Unlimited publicly advertised Performance Triggers' forthcoming website. At that time, the footer of the website listed the affiliation as "Thomas Alan Graves x Big Daddy Unlimited."

74. By October 28, 2022—nine days after entry of the Permanent Injunction—the Performance Triggers website still advertised that it was "coming soon," but the footer affiliation had changed to "Big Daddy Unlimited x TacCon x Graves."

75. In 2023, Performance Triggers began selling the infringing "Atrius Select Fire FRT," explicitly marketing it as a three-position FRT that eliminated

trigger reset functionality—directly contravening the Settlement Agreement's prohibitions.

76. On November 11, 2023, Defendant Big Daddy Unlimited publicly promoted the Atrius Select Fire FRT through a YouTube video to approximately 80,000 subscribers featuring Defendant Malcolm Brown demonstrating the trigger's infringing functionality and with a song in the background containing lyrics stating, "Let the bodies hit the floor, let the bodies hit the floor, let the bodies hit the floor, let the bodies hit the … FLOORRRRRR." This video is viewable at https://www.youtube.com/watch?v=aYFegHIeY5o.

77. No later than November 2023, Sales Orders from Performance Triggers were being issued directly by Big Daddy Unlimited's Director of Finance, and Anthony McKnight personally distributed Performance Triggers' dealer pricing sheets.

78. On January 10, 2024, Defendants Anthony McKnight and Douglas Rios were using and controlling the domain selektortriggers.com, which actively redirected to performancetriggers.com to obscure their continued infringing activity.

79. On January 12, 2024, Douglas Rios' former defense counsel, Adam Floyd, while attempting to become personally involved in the "FRT business," explicitly identified Defendant Douglas Rios as the owner of Performance Triggers

during a recorded meeting with RBT's representative. Floyd's statements, in addition to filings with the Florida Secretary of State, confirmed Rios' ongoing and direct role in violating the Settlement Agreement, as well as the Permanent Injunction.

80. On information and belief, throughout 2023 and into 2025, Defendants continued relying on foreign manufacturers, including Bosnian entity AC Unity, to produce infringing triggers such as the three-position WOT and Selektor triggers—components substantially identical to those previously adjudicated as infringing, and falling within the Settlement Agreements definition of an FRT.

81. On or about March 14, 2025, Defendant Douglas Rios facilitated at least one cash transaction through a representative in a Home Depot parking lot near where Defendant Big Daddy Unlimited was located, selling WOT-style three-position FRTs substantially identical to the previously enjoined Wide Open Trigger.

82. The full extent of sales and profits realized from Performance Triggers' continued infringing FRT sales remains unknown absent discovery, but sales activity demonstrably continued well after the September 2022 Settlement Agreement and the Court's Permanent Injunction of October 19, 2022.

83. The full extent of sales and profits from the infringing triggers marketed by Atrius and its affiliates is presently unknown and cannot be determined without the aid of formal discovery.

Defendants Andrew Myers and Delta 7 LLC Create Affiliate Websites and Front Entities to Facilitate Defendants' Continued Sales of Infringing FRTs

84. Following entry of the Settlement Agreement in September 2022, Defendant Andrew Myers worked in concert with Settling Defendants Anthony McKnight and Douglas Dougals Rios to facilitate the continued sale of infringing FRTs through a series of websites and a Florida front entity, Defendant Delta 7 LLC.

85. On or about July 14, 2022, Myers filed articles of organization for Delta 7 LLC, listing 519 SW Tunsil St., Lake City, Florida as the street and registered agent address, and 693 SW Hamlet Circle, Lake City, Florida as the mailing address.

86. Several months later, Myers amended Delta 7 LLC's filings to list 9200 NW 39th Ave, Suite 130, Box 3556, Gainesville, Florida—the same address used by the websites wot15.com and beararmsoutfitters.com—as both the entity's physical and mailing address. Myers also changed Delta 7's registered agent address to 881 SW Brookdale Drive, Lake City, Florida.

87. On information and belief, to avoid the Settlement Agreement and Permanent Injunction, Defendants Douglas Rios and McKnight sold FRTs to Defendant Myers for cash to resell. Myers operated the website wot15.com from sometime after June 23, 2022, through April 20, 2024. The site offered for sale the Wide Open Trigger, which had been adjudicated as infringing the '223 Patent.

88. On or about April 20, 2024, wot15.com began redirecting visitors to beararmsoutfitters.com. That site offered both the WOT and a product marketed as an "enhanced reset" trigger that, on information and belief, functioned as a three-position FRT and is a Forced Reset Trigger under the Settlement Agreement.

89. By March or April 2025, the "shop now" page of beararmsoutfitters.com began redirecting to mid-tierdefense.com. The new site began offering for sale a product labeled the "Super Safety AR-15 Trigger," which, on information and belief, is another infringing FRT that violates the Settlement Agreement.

90. At least two of these sites—wot15.com and beararmsoutfitters.com—were operated by or under the control of Myers and used or redirected to common addresses and contact information, including 9200 NW 39th Ave, Suite 130, Box 3556, Gainesville, Florida, and phone number (352) 720-8218.

91. On information and belief, Myers handled the technical infrastructure—including payment processors and routing protocols—necessary to maintain the infringing sales operations.

92. On information and belief, Myers's websites processed numerous transactions for infringing FRTs during the time period when Settling Defendants were legally prohibited from marketing or selling such products.

93. Myers has admitted to purchasing FRTs in parking lots for cash and acknowledged that sellers only accepted cash payments. These transactions overlapped with the period in which the Settling Defendants were actively avoiding enforcement of the Settlement Agreement and Permanent Injunction.

94. Delta 7 LLC was voluntarily dissolved on July 22, 2024, after nearly two years of facilitating and concealing infringing sales activity.

95. Through his operation of Delta 7, Myers knowingly acted in concert with the Settling Defendants to enable the sale and promotion of infringing FRTs for their mutual benefit. His coordination through multiple front-end websites and concealed hosting arrangements was central to the Settling Defendants' ongoing scheme to evade the restrictions imposed by the Settlement Agreement.

Defendant Douglas Rios's Continued Involvement in Performance Triggers and Admission of Ownership By Former Counsel

96. On January 12, 2024, Adam Floyd, former defense counsel for Douglas Rios, met with a representative of Plaintiff RBT after requesting an in-person meeting to discuss a proposed business opportunity involving FRTs.

97. During that meeting, Floyd initially stated he was seeking a license to sell FRTs for himself, but also later stated that he was acting on behalf of Defendant Douglas Rios, as well, who intended to continue selling FRTs despite the Permanent Injunction.

98. Floyd confirmed that Defendant Douglas Rios owned Performance Triggers. Floyd repeatedly referred to the company as "Doug's" and acknowledged that Rios had been directing its operations.

99. Floyd also stated that Defendant Douglas Rios had discussed involving Defendant Anthony McKnight in future ventures due to McKnight's experience in setting up websites and payment systems, but expressed reservations about McKnight's trustworthiness. Floyd emphasized that if McKnight participated, Floyd would insist on controlling the money to ensure McKnight's debts were satisfied from the proceeds.

100. Floyd further confirmed that Defendant Douglas Rios had already paid him for his prior legal services, distinguishing him from Anthony McKnight, who still owed him $150,000. Floyd indicated his belief that McKnight's ongoing

business operations were precarious, agreeing to the comparison of a "house of cards," and expressed surprise that McKnight remained in operation given his financial and legal liabilities.

101. This conversation corroborated other evidence that Defendant Douglas Rios retained operational control of Performance Triggers throughout 2023 and into 2024, and that he continued to coordinate sales of FRTs in violation of the Settlement Agreement and Permanent Injunction.

Additional Entities, Individuals, Devices, and Information Sources Involved in Defendants' Conspiracy

102. On information and belief, numerous third parties and affiliated actors played essential roles in enabling or concealing the Settling Defendants' continued sale of infringing FRTs, including through technical support, financial facilitation, product development, order fulfillment, and online advertising. These entities and individuals are directly linked to the sale, design, distribution, or marketing of infringing FRTs, and may possess information relevant to the claims herein.

103. Settling Defendants, acting in concert with or through others, used Michael Goldberg to facilitate or complete cash-based sales of infringing FRTs. These in-person transactions occurred after entry of the Permanent Injunction and demonstrate ongoing willful circumvention of court orders.

104. On information and belief, Dairyland Defense participated in the sale and distribution of infringing FRTs. In a public email sent to its contact list,

Dairyland Defense acknowledged that Plaintiff's legal restrictions had lifted and that it expected enforcement action, confirming knowledge of the underlying dispute and its role in continued sales.

105. Similarly, on information and belief, Trigger Parts USA offered or fulfilled orders for infringing FRTs through affiliate websites and may possess transactional data relevant to the scope of Defendants' violations.

106. Defendants' online marketing and sales infrastructure was developed by or with the assistance of Waqas Raja, a programmer who previously created web infrastructure for Big Daddy Unlimited. On information and belief, Raja helped build websites used to facilitate infringing sales of FRTs.

107. During development of Defendants' websites, funds were commingled with EGX Chemical Inc., a corporate entity whose Vice President is Defendant Douglas Rios and President is Christopher Rios.

108. Omar Zumot, a former associate of Defendants Anthony McKnight and Douglas Rios, has knowledge of Defendants' scheme to sell infringing FRTs and violate the Settlement Agreement.

109. On information and belief, Defendants and their affiliates used social media platforms and online forums, including Facebook groups such as "Bear Arms" and "Atrius," to market, promote, or solicit orders for infringing FRTs.

110. On information and belief, Settling Defendants have used Michael Goldberg to coordinate parking lot FRT transactions for cash.

111. The following FRT models were marketed, sold, or distributed in violation of the Settlement Agreement and Permanent Injunction, and fall within the agreement's definition of "Forced Reset Trigger":

a. Atrius Select-Fire Assisted Reset Trigger for the AR-15 Platform

b. Super Selektor 3-Position Forced Reset Safety Kit

c. Super Safety AR-15 Trigger

d. WOT (Wide Open Trigger)

e. WOT 3-Position Trigger

f. Alamo-15

g. "Enhanced Reset" Trigger

The Sum of Defendants' Unlawful Conduct

112. As described above, the Settlement Agreement permanently prohibited the Settling Defendants from manufacturing, selling, or assisting in the sale of any FRT, defined broadly to include any fire control group in which the action forces the trigger to reset, including "hard reset" or "positive displacement" designs.

113. Despite these clear prohibitions, numerous Defendants—including Anthony McKnight, Douglas Rios, Malcolm Brown, Andrew Myers, Atrius, and

Delta 7—actively participated in the continued development, manufacture, and distribution of prohibited FRTs.

114. On information and belief, given their close relationship with the Settling Defendants and the steps taken to conceal their conduct, Defendants Brown and Myers—along with the entities they controlled or operated, Defendants Atrius and Delta 7—were aware of the Settlement Agreement and Permanent Injunction and knowingly conspired with the Settling Defendants to violate its terms nonetheless.

115. Defendant Performance Triggers, a company founded and controlled by Defendants Anthony McKnight and Douglas Rios, marketed and sold multiple FRT models, including the Atrius Select Fire FRT and the Super Selektor 3 Position Forced Reset Safety Kit. These devices fall squarely within the Settlement Agreement's definition of an FRT, and therefore violate the Settlement Agreement's prohibition.

116. On information and belief, Atrius, with active involvement by Defendant Brown, facilitated the manufacture and sale of these infringing triggers, including through public promotion, YouTube demonstrations, and direct online sales, all in knowing violation of the Settlement Agreement's restrictions.

117. Defendant Myers, in coordination with Defendants Anthony McKnight and Douglas Rios, created and operated websites used to market and sell

these devices under various aliases, while concealing their connection to the Settling Defendants. In doing so, he materially assisted and encouraged continued breaches of the Settlement Agreement.

118. Defendant Christopher Rios aided and abetted the fraudulent conduct committed by the Defendants by serving as the president of Defendant Performance Triggers, enabling Defendants Big Daddy Unlimited, Anthony McKnight, and Christopher Rios's brother, Douglas Rios, to continue selling FRTs while misrepresenting to RBT that they had ceased doing so.

119. These Defendants' coordinated conduct constitutes both direct breaches and knowing facilitation of the Settling Defendants' breach of the Settlement Agreement, fraudulent conduct, statutory violations, and other unlawful conduct.

120. Under the express terms of the Settlement Agreement, RBT is entitled to liquidated damages of $1 million plus (by assignment), $1,000 per unit or part made or sold in breach, as well as attorneys' fees and injunctive relief.

121. Moreover, Settling Defendants failed to assign certain agreed-upon domain addresses—such as wideopentriggers.com—and instead redirected them to infringing sales platforms such as performancetriggers.com, further evidencing a willful effort to circumvent the Agreement.

122. The volume of sales achieved through these operations is substantial. For instance, on information and belief, Atrius alone processed over 9,000 orders—totaling more than $1.7 million—in a matter of weeks, with additional sales occurring through indirect vendors and affiliated websites. On information and belief, these sales likely represent a fraction of Defendants' combined profits.

123. The non-settling Defendants' acts in concert with and on behalf of the Settling Defendants are ongoing and systematic, and constitute a flagrant disregard of the binding Settlement Agreement and Permanent Injunction issued by this Court.

COUNT I—BREACH OF CONTRACT
Against Defendants Big Daddy Enterprises, Inc.; Big Daddy Unlimited, Inc.; Blackstock, Inc.; Wide Open Enterprises, LLC; We Got Ammo, Inc.; Anthony McKnight; Sherrie McKnight; and Douglas Rios (collectively, the "Settling Defendants")

124. Plaintiff RBT repeats and realleges paragraphs 1 through 123 as if fully set forth herein.

125. RBT entered into a written Settlement Agreement dated October 19, 2022, with Defendants Big Daddy Enterprises, Inc.; Big Daddy Unlimited, Inc.; Blackstock, Inc.; Wide Open Enterprises, LLC; We Got Ammo, Inc.; Anthony McKnight; Sherrie McKnight; and Douglas Rios (collectively, the "Settling Defendants").

126. Under the Settlement Agreement, the Settling Defendants agreed not to produce, sell, or assist in the sale of any "Forced Reset Trigger" ("FRT") units or parts that could be used in such triggers. They also agreed to transfer certain domain names and pay liquidated damages of $1,000,000 for a breach of the Settlement Agreement and $1,000 for each unit made or sold in breach of the Settlement Agreement, as well as attorneys' fees and injunctive relief in the event of a breach.

127. RBT fully performed its obligations under the Settlement Agreement, including by dismissing its claims in the related litigation as required and refraining from enforcing its patent rights during the standstill period provided in the Settlement Agreement.

128. Defendants materially breached the Settlement Agreement by:

- Continuing to manufacture, market, and sell FRTs through newly formed entities, including Defendant Performance Triggers, and under different brand names such as the Atrius Select Fire FRT and the Super Selektor 3-Position Trigger;
- Redirecting traffic from wideopentriggers.com—one of the domains that Defendants were obligated to transfer to RBT—to performancetriggers.com, in direct violation of the domain assignment provisions;

- Selling infringing FRTs in public and in concealed transactions, including through online sales and parking-lot exchanges facilitated by Defendant Douglas Rios;
- Distributing FRTs manufactured by foreign suppliers such as AC Unity, which were functionally identical to previously enjoined products;
- Promoting and demonstrating infringing products online, including through videos featuring Defendant Brown and advertisements posted by Defendant Big Daddy Unlimited;
- Using shell entities, false corporate filings, and domain redirections to conceal their continuing operations and evade detection by RBT.

129. These breaches were knowing, repeated, and calculated to circumvent the terms of the Settlement Agreement while continuing to profit from the very conduct the agreement sought to prohibit.

130. As a direct and proximate result of Defendants' breach, RBT has suffered substantial damages, including but not limited to:

- Loss of market exclusivity for its patented FRT technology;
- Diversion of customers and market share;
- Brand dilution;

- Increased enforcement costs and attorneys' fees;
- Loss of goodwill;
- Liquidated damages for each infringing units sold; and
- The need for permanent injunctive relief to halt ongoing and future violations.

131. RBT seeks compensatory damages, liquidated damages as set forth in the Settlement Agreement, injunctive relief, attorneys' fees, prejudgment and post-judgment interest, and such other relief as the Court deems just and proper.

COUNT II—BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
Against the Settling Defendants

132. Plaintiff RBT repeats and realleges paragraphs 1 through 123 as if fully set forth herein.

133. In September 2022, RBT and the Settling Defendants entered into the Settlement Agreement to resolve litigation and prevent further manufacture or sale of the products at issue, including any conduct that would undermine RBT's intellectual property rights or the enforcement of federal orders.

134. The Settling Defendants materially breached the express terms of the Settlement Agreement by continuing to produce and sell the same or substantially similar products through different corporate entities and online platforms; failing to transfer the wideopentriggers.com domain and instead redirecting it to

performancetriggers.com; and by facilitating, encouraging, or directly assisting sales through affiliated individuals and websites.

135. These actions were taken deliberately and in bad faith to circumvent the prohibitions and obligations of the Settlement Agreement, frustrate RBT's ability to enforce its rights, and continue profiting from conduct they expressly agreed to cease.

136. The Settling Defendants' false representations unfairly frustrated the common purpose of the Settlement Agreement; defeated RBT's reasonable expectations; and deprived RBT of the full benefit of its bargain, including market exclusivity, enforcement finality, and reputational protection.

137. As a result, RBT has suffered damages including but not limited to lost revenue, enforcement costs, attorneys' fees, and the loss of contractual protections for which they bargained.

138. RBT seeks compensatory damages, liquidated damages as set forth in the Settlement Agreement, attorneys' fees and costs, prejudgment and post-judgment interest, and such further relief as the Court deems just and proper.

COUNT III—FRAUD: FRAUDULENT MISREPRESENTATION, FRAUDULENT CONCEALMENT, AND FRAUDULENT INDUCEMENT

Against the Settling Defendants

139. Plaintiff RBT repeats and realleges paragraphs 1 through 123 as if fully set forth herein.

140. The Settling Defendants made material representations in the Settlement Agreement that they would permanently cease the manufacture, marketing, and sale of FRTs, including any "trigger unit or trigger part prohibited by this Agreement," and that they would transfer ownership and control of specified domains, including wideopentriggers.com, to RBT. These representations were precise, formal representations made in a court-supervised context, memorialized in an executed Settlement Agreement and a Consent Judgment and Permanent Injunction, conveyed through counsel, and were material to RBT's agreement to dismiss the prior lawsuit and forego continued litigation against the Settling Defendants.

141. Further, on or around September 21, 2022, Defendant Anthony McKnight represented—on behalf of himself and the Settling Defendants—that they were prepared to cease all sales of FRTs and to stop their interference with RBT's business and license rights in exchange for a settlement whereby RBT agreed to stop the prosecution of the prior litigation and impending motion for a permanent injunction.

142. These representations were knowingly false. At the time the Settlement Agreement was executed, the Settling Defendants had already formed and operationalized alternate entities—such as Performance Triggers and Atrius—for the purpose of continuing to market and sell the same or materially

indistinguishable FRT units and parts. Additionally, they either retained control over or redirected traffic from key domains—such as wideopentriggers.com—to promote and sell products that infringed on RBT's exclusive license to the '223 patent.

143. Prior to the Settlement Agreement being executed by the parties, the Settling Defendants did not disclose their fraudulent conduct and in fact took active steps to conceal it, including (a) using intermediaries to operate shell entities, (b) routing domain traffic through masked or privately registered sites, and (c) directing sales through affiliated third-party platforms such as mid-tierdefense.com. These omissions were material and deprived RBT of the opportunity to prevent further breaches or seek immediate injunctive relief.

144. The Settling Defendants made the above false representations and omissions with the intent to induce RBT to enter into the Settlement Agreement. Their purpose was to (a) avoid an adverse ruling on the then-pending motion for permanent injunction, (b) forestall discovery into their ongoing sales and affiliate structure, and (c) insulate themselves from direct liability while continuing to profit from the sale of infringing products.

145. There was no cause of action for fraud in the underlying litigation, and nothing in the litigation record suggested that the Settling Defendants would

fail to comply with a court-ordered permanent injunction—a violation of which is literal jail time—or the Settlement Agreement.

146. RBT would not have agreed to dismiss its claims against the Settling Defendants but for Defendant Anthony McKnight's representation, on or around September 21, 2022, that the Settling Defendants would refrain from manufacturing or selling infringing FRT units or parts, and the inclusion of this representation in the Settlement Agreement. RBT reasonably assumed, based on the parties' stipulation and the entry of a federal Consent Judgment and Permanent Injunction, that the Settling Defendants would abide by their legal obligations under the Settlement Agreement.

147. RBT relied on the Settling Defendants' representations and omissions in good faith. In executing the Settlement Agreement, RBT dismissed its suit, discontinued enforcement activity, and reasonably expected compliance with the Agreement's express terms, including the cessation of sales and transfer of domain control over wideopentriggers.com. These actions were significant and taken in reliance on formal, written commitments made in a litigation context. RBT could not have reasonably anticipated that Defendants would immediately and systematically violate a federal court order they had voluntarily agreed to.

148. Upon learning of the Settling Defendants' brazen violations of the Settlement Agreement, RBT promptly initiated investigative efforts, and filed this action.

149. As a direct result of RBT's justified reliance on the Settling Defendants' false representations and omissions, RBT has suffered significant harm. Defendants' fraudulent conduct enabled the continued sale of infringing triggers, eroded RBT's market position, caused consumer confusion, and resulted in tens of thousands of additional units sold through unauthorized channels—sales that RBT was contractually entitled to prevent or recover liquidated damages for. RBT has also incurred costs in investigating, uncovering, and attempting to redress this misconduct, including attorneys' fees, expert costs, and reputational damage.

150. The conduct described above constitutes fraudulent misrepresentation, fraudulent inducement, and fraudulent concealment. The Settling Defendants made false statements of material fact, knew those statements were false, intended RBT to rely on them, and succeeded in inducing such reliance to RBT's detriment. They also concealed material facts they had a duty to disclose and provided substantial assistance to third parties continuing the fraudulent scheme. No reasonable plaintiff could have foreseen such a coordinated effort to circumvent a binding court order.

151. RBT seeks compensatory damages for the injury caused by Defendants' fraud, punitive damages to deter such misconduct, disgorgement of

profits unlawfully obtained, injunctive relief, attorneys' fees and costs, and such other relief as the Court deems just and proper.

COUNT IV—AIDING AND ABETTING FRAUD
Against All Non-Settling Defendants

152. Plaintiff RBT repeats and realleges paragraphs 1 through 123 as if fully set forth herein.

153. As outlined above, the Settling Defendants committed fraud by misrepresenting their intent to comply with the terms of the Settlement Agreement and Permanent Injunction. Specifically, they falsely represented that they would cease manufacturing, marketing, and selling prohibited Forced Reset Triggers, and that they would transfer control of key domain names to RBT, while in fact taking steps to circumvent those obligations through the use of newly formed entities and concealed affiliate arrangements.

154. This fraud was conceived, sustained, and concealed through the coordinated and substantial assistance of the other Defendants, including but not limited to Defendants Atrius, Performance Triggers, Delta 7, Christopher Rios, Malcolm Brown, and Andrew Myers.

155. On information and belief, each Defendant was aware of the Settlement Agreement and Permanent Injunction and understood the obligations imposed on the Settling Defendants—including the ban on manufacturing or selling the enjoined products and the requirement to cease use of specific brands

and websites—at or before the time they began assisting the Settling Defendants with infringing sales. Their roles in launching successor websites, redirecting traffic from domains named in the Settlement Agreement, and transacting directly with Settling Defendants—often for cash—underscore their contemporaneous knowledge of the fraud and the objectives of the scheme before or shortly after the Settlement Agreement was executed.

156. Each of these Defendants had actual knowledge of the fraud committed by the Settling Defendants, or at a minimum acted with reckless indifference to whether their conduct enabled the Settling Defendants to violate the Settlement Agreement. This includes, among other things, continuing to build or operate web infrastructure redirecting traffic from prohibited domains; selling FRT units or parts known to be materially identical to previously enjoined designs; and accepting payment for facilitating transactions that closely followed the enjoined conduct. These facts demonstrate actual knowledge or, at minimum, willful blindness or reckless indifference.

157. Each of the Defendants undertook specific and affirmative acts to substantially assist the Settling Defendants in furtherance of their fraud in one or more of the following ways:

- Defendant Brown operated Atrius, which actively developed and sold prohibited products originating from the same designs and tooling used by the Settling Defendants;
- Further, Defendant Brown received funds from the Settling Defendants through accounts held in his wife's name, Defendant Lea Andreoli;
- Defendant Lea Andreoli aided the scheme by allowing her personal bank account to be used as a conduit for payments from Settling Defendants to Defendant Brown, thereby helping to conceal the nature and purpose of the transactions;
- Performance Triggers and those operating under its name used digital infrastructure and customer data diverted from the Settling Defendants' prior businesses;
- Delta 7, operated by Defendant Myers, produced and shipped trigger devices that violated the injunction, on behalf of or in coordination with the Settling Defendants;
- Defendant Myers also coordinated domain registration and redirection of traffic from websites expressly covered by the Settlement Agreement to newly controlled or disguised sales channels;

- Defendant Christopher Rios served as the president of Defendant Performance Triggers to enable Defendants Big Daddy Unlimited, Anthony McKnight, and his brother, Douglas Rios, to continue selling FRT units and parts while misrepresenting to RBT that they had ceased doing so, in a pattern designed to obscure the continuity between the enjoined and successor businesses;
- We Got Ammo, Blackstock, and Wide Open Enterprises served as shell corporations or distributor fronts, concealing the origin of funds, providing logistical support, or acting as pass-throughs for the continued sale of enjoined products.

158. The coordinated nature of Defendants' conduct—including interlocking directorships, shared web infrastructure, redirected domains, and rapid relaunch of infringing products under new names—demonstrates a common plan to assist and conceal the Settling Defendants' fraud. These facts support the inference that Defendants did not merely act in parallel, but were active participants in a fraudulent scheme designed to circumvent the Settlement Agreement for shared financial gain.

159. The financial benefits flowing to Defendants from their participation in the scheme—including revenue from FRT sales, traffic diverted through

redirected domains, and consulting or operational fees—reinforce that their conduct was not incidental or negligent, but deliberate and profit-driven. These gains gave each Defendant a direct economic incentive to assist and conceal the Settling Defendants' fraud.

160. By structuring transactions to avoid detection—e.g., cash sales in parking lots, domain obfuscation, use of dissolved entities, and public promotion under assumed names—Defendants took affirmative steps to prevent RBT from discovering the Settling Defendants' continuing breaches. Their conduct delayed enforcement, permitted the sale of tens of thousands of infringing products, and exacerbated the harm caused by the Settling Defendants' original fraud.

161. Because of the Defendants' concerted efforts to obscure the origin of sales, redirect domains, and dissolve or reconstitute entities, RBT could not have discovered the full scope of Defendants' participation without significant investigative effort and third-party discovery. This ongoing concealment forestalled detection and prevented timely intervention.

162. Given their direct role in product development, fulfillment, advertising, and payment processing, each Defendant knew or should have known that their conduct would foreseeably and directly cause economic harm to RBT by enabling and concealing continued violations of the Settlement Agreement.

163. As a direct and proximate result of Defendants' aiding and abetting of the Settling Defendants' fraud, RBT has suffered substantial harm, including lost market share, infringement of intellectual property, dilution of brand goodwill, loss of exclusivity, legal and investigatory expenses, and an erosion of the deterrent effect intended by the Permanent Injunction.

164. RBT seeks compensatory and punitive damages, disgorgement of profits, equitable relief, including to unwind and disable the corporate structures and websites used to further the fraud, attorneys' fees and costs, and any other relief the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request that the Court enter judgment in its favor and against Defendants, jointly and severally, and award the following relief:

1. Compensatory damages in an amount to be determined at trial;
2. Punitive damages in an amount to be determined at trial;
3. Liquidated damages as provided under the Settlement Agreement;
4. Injunctive and equitable relief as necessary to prevent further violations, including disgorgement of ill-gotten gains, an asset freeze and appointment of a receiver;
5. Reasonable attorneys' fees and costs;

6. Prejudgment and post-judgment interest; and

7. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: June 27, 2025

DHILLON LAW GROUP INC.

By: */s/ Jacob W. Roth*

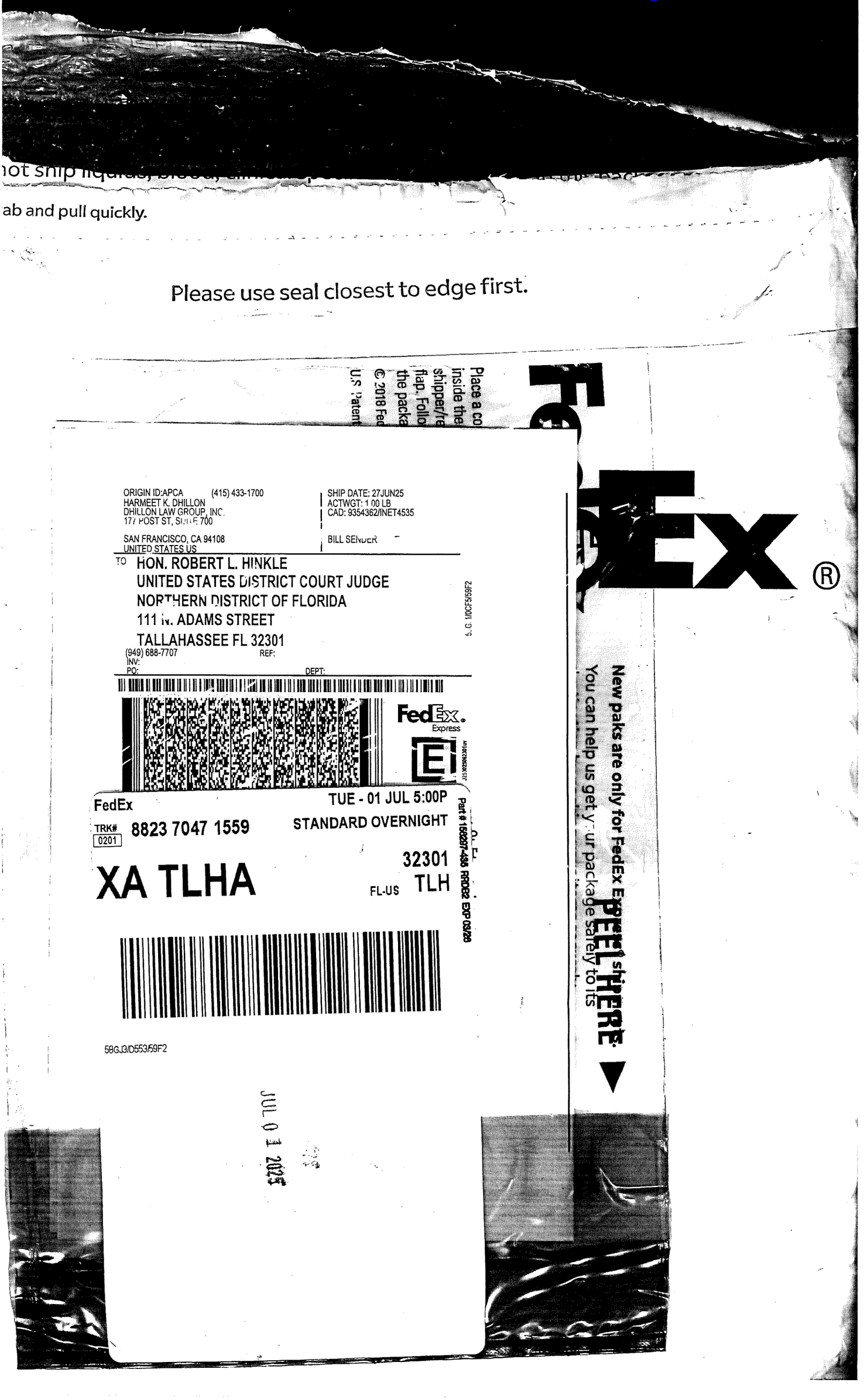
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CONFIDENTIAL SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is made and entered into by and between Rare Breed Triggers, LLC ("Rare Breed"), a North Dakota limited liability company, and ABC IP, LLC ("ABC"), a Delaware limited liability company , (collectively, "Plaintiffs") on the one hand, and Big Daddy Enterprises, Inc. ("BDE"), a Florida corporation, Big Daddy Unlimited, Inc. ("BDU"), a Florida corporation , Wide Open Enterprises, LLC ("WOE"), a New Mexico limited liability company, We Got Ammo, Inc. ("WGA"), a Florida corporation, Anthony McKnight, an individual residing in Florida, Sherrie McKnight, an individual residing in Florida, and Douglas Rios, an individual residing in Florida, ("the '149 Defendants") and Big Daddy Unlimited, Inc., Big Daddy Enterprises, Inc., and Blackstock, Inc. ("the '061 Defendants") (collectively, "Defendants") on the other. Each of the Plaintiffs or Defendants may be referred to herein separately as a "Party" or collectively as the "Parties."

WHEREAS, on September 15, 2021, Plaintiffs filed a lawsuit against the '061 Defendants in the U.S. District Court for the Northern District of Florida, styled *Rare Breed Triggers, LLC, et al. v. Big Daddy Enterprises, Inc., et al.,* Civil Action No. 1:21-cv-149 and on March 8, 2022, filed a lawsuit against the '149 Defendants in the U.S. District Court for the Northern District of Florida, styled *Rare Breed Triggers, LLC, et al. v. Big Daddy Unlimited, Inc., et al.,* Civil Action No. 1:22-cv-61 (the "Civil Actions"), asserting claims for patent infringement;

WHEREAS, on January 28, 2022, Rare Breed filed a lawsuit against BDU in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida styled *Rare Breed Trigger, LLC v. Big Daddy Unlimited, Inc.*, Case No. 2022-ca-000863-o ("the State Action");

WHEREAS, in the State Action Rare Breed asserted claims for nonpayment of certain invoices;

WHEREAS, in the Civil Actions, Plaintiffs asserted infringement of United States Patent No. 10,514,223 ("the '223 Patent");

WHEREAS, ABC is the owner of the '223 Patent;

WHEREAS, Rare Breed is the exclusive licensee to sell products covered by the '223 Patent;

WHEREAS, Defendants have sold forced reset triggers (i.e., the Wide Open WOT trigger and the Powered By Graves ALAMO-15 trigger) that Plaintiffs asserted are covered by claims of the '223 Patent; and

WHEREAS, the Parties have engaged in settlement discussions and have reached this Agreement to resolve the dispute underlying the Civil Actions and the State Action on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the recitations, mutual promises, and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

1. The Parties will jointly move the Court for entry of a Consent Judgment and Permanent Injunction in the Civil Actions with each party to bear its own fees, costs and expenses. Rare Breed will dismiss with prejudice the State Action with each party to bear its own fees, costs, and expenses.

2. Defendants admit that the Wide Open WOT Trigger and Powered By Graves ALAMO-15 trigger infringe the '223 Patent, affirm the validity and enforceability of the '223 Patent, and agree not to challenge the same in any forum and waive defenses to enforceability against the '223 Patent. Defendants agree to not assist any other individual or entity in challenging the validity, enforceability, or scope of the '223 Patent in any forum.

3. As used throughout this agreement, "Forced Reset Trigger" means any fire control group where movement of the action causes the trigger member to be forced to the fully reset position, including those described as "hard reset" or "positive displacement."

4. As compensation, Defendants will deliver to Rare Breed or Rare Breed's representative to a designated location in North Dakota agreed upon merchandise packaged and in new, salable condition. Goods will be considered received and title transferred upon delivery. Should the need arise for Rare Breed to prove ownership of the merchandise, Defendants will cooperate to provide evidence of transfer and ownership of the merchandise.

5. Defendants represent and warrant that they have clear title to the merchandise.

6. Wide Open Enterprises, LLC represents and warrants that it has a provisional patent application titled "Wide Open Trigger" ("Provisional

Application") pending before the U.S. Patent and Trademark Office ("USPTO"), Application Number 63/219,223, filed July 7, 2021.

7. Wide Open Enterprises, LLC agrees to assign the Provisional Application to ABC. Mr. Douglas Rios, as the listed inventor on the Provisional Patent, agrees to sign any documents required by the USPTO to make ABC the assignee of the Provisional Application and all patent rights.

a. Concurrent with execution of this Agreement, Wide Open Enterprises, LLC will assign all right, title, and interest in and to the invention ("Invention") described in the pending U.S. Provisional Patent Application No. 63/219,223, titled "Wide Open Trigger," filed July 7, 2021 ("Provisional Patent Application"), to ABC in the form attached hereto as Exhibit A.

b. Wide Open Enterprises, LLC and Douglas Rios represent and warrant that no other party has any ownership interest or claim to any aspect of the Invention and that they have no other pending patent application or issued patent relating to a forced reset trigger.

c. At ABC's sole discretion, control, and cost, it may file and prosecute a nonprovisional U.S. Patent Application ("Nonprovisional Patent Application") based on the Provisional Patent Application. Douglas Rios will cooperate and execute documents as may be needed to file and prosecute the Nonprovisional Patent Application.

8. The <wideopentriggers.com>, <wideopentrigger.com>, <wotar15.com>, <alamo15.com>, <alamotrigger.com>, <poweredbygraves.com>, <poweredbygrave.com>, <poweredbygraves.net>, <rarebreedtrigger.com>, <lawrencedemonico.com>, <thomasallengraves.com>, <tommytrigger.com> and any other related domain names and websites will be assigned and transferred to an entity designated by Plaintiffs.

9. Defendants will take no further action against the seizure or civil forfeiture of all triggers seized by the U.S government without Plaintiffs' approval.

10. The Parties represent and warrant that they have not assigned or transferred any rights or claims against the other parties. The terms and conditions of this Agreement shall be binding upon respective successors and assigns of the Parties, such as any acquiror of the business or substantially all of the assets of a Party.

11. Defendants agree to no longer produce or sell Forced Reset Triggers or parts that can be used as part of Forced Reset Triggers.

12. The Parties agree that all terms of this Agreement, including representations and warranties, are material.

13. The Parties agree to refrain from any disparagement, defamation, libel, or slander of any other Party through any medium. Each Party further agrees that, if requested for a statement regarding this settlement by any third-party the Party shall provide the following statement: "The parties have agreed to a confidential settlement of all disputes."

14. This Agreement replaces and supersedes any written or oral understanding between the parties with respect to settlement of the Civil Actions.

15. Any dispute regarding this Agreement will be resolved through confidential private arbitration before a mutually agreeable arbitrator.

16. All terms of this Agreement, including all representations and warranties, are material terms of the Agreement. The Parties acknowledge that a breach of, or misrepresentation in, any provision of this Agreement by any of the Parties would result in irreparable injury and that it would be difficult or impossible to establish the full monetary value of such damage or recovery. Therefore, in the event of a breach of this Agreement by any Party, liquidated damages in the amount of $1,000,000 will become immediately jointly and severally due and payable to the Damaged Party. If a breach by any or all of the Defendants includes the manufacture or sale of any trigger unit or trigger part prohibited by this Agreement, Defendants will also pay ABC additional liquidated damages of $1,000 per part. In addition to these liquidated damages, Plaintiffs will also be entitled to injunctive relief and to recover its costs, including reasonable attorneys' fees, in enforcing this Agreement.

17. Except as set forth in the provisions and obligations contained in this Agreement, each of the Parties for themselves, their employees, officers, directors, attorneys, representatives, successors, heirs and assigns, unconditionally releases, acquits and forever absolutely discharges each of the other Parties and one another's employees, officers, directors, attorneys, successors, heirs and assigns, from any and all actions, causes of action, claims, debts, defenses, disabilities, accounts, demands, damages, claims for indemnification, or contribution, costs, expenses or fees whatsoever, whether arising in the United States or elsewhere,

whether known or unknown, certain or speculative, asserted or unasserted on account of or in any way concerning the subject matter of this Agreement, occurring prior to the Effective Date. Nothing in this Agreement may be construed as a limitation on either party's right to bring any cause of action against another Party or against any third party based on events occurring after the Effective Date.

18. This Agreement is a fully negotiated document, it is deemed to have been jointly drafted by the Parties and is not to be strictly construed against any Party as the draftsman. The Agreement will become binding on the Parties as of the date last executed, which will be the Effective Date of this Agreement. The Parties acknowledge that, in executing this Agreement, they carefully reviewed or had the opportunity to review its terms with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement.

19. If any provision of this Agreement is declared or determined by any court to be invalid or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected.

20. Any failure or delay by any Party, or by any of their respective representatives, in exercising any right, power, or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other future exercise of any right, power, or privilege.

21. This Agreement may not be modified orally and may only be modified by an agreement in writing signed by all Parties.

22. This Agreement is binding upon, inures to the benefit of, and delegates all duties of the Parties, their officers, agents, directors, affiliates, legal representatives, employees, successors, heirs and assigns.

23. The Parties agree to jurisdiction and venue of the Northern District of Florida and the Parties agree to continuing jurisdiction of this Court for enforcement of the Agreement. The Agreement shall be governed by Florida law, without regard to choice-of-law principles.

24. The Parties will keep all terms of this Agreement strictly confidential and will not disclose those terms beyond the individuals and entities involved. The Parties further agree that they have not and will not give information to any other third-party, including competitors, media, or any government agency regarding the transfer, location or origin of the merchandise. The Parties are not restricted from disclosure should legal enforcement of this Agreement or its terms become

necessary. Notwithstanding this provision, the Patent Rights Assignment can be recorded in the U.S. Patent and Trademark Office.

25. The Parties respectively represent and warrant that they have the full legal right and authority to enter into this Agreement and to perform any obligations undertaken pursuant to this Agreement, that the persons signing on their behalf are legally authorized to do so and that they have not sold, assigned, or otherwise transferred, prior to the date of this Agreement, any claim or demand which they had or might have had against the other Party or Parties.

26. The undersigned individuals warrant and represent that they have full authority to execute and perform this Agreement on behalf of the entities or persons for which they have signed. This Agreement may be executed in counterparts, all of which, when taken together, constitute one agreement with the same force and effect as if all signatures had been entered on one document. Photocopies, facsimile transmissions, PDFs, and other reproductions of this executed original (with reproduced signatures) shall constitute original counterparts of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the days and year shown.

PLAINTIFFS:

RARE BREED TRIGGERS, LLC

_____

By: _____

Title: _____

Date: _____

ABC IP, LLC

_____

By: _____

Title: _____

Date: _____

DEFENDANTS:

Big Daddy Enterprises, Inc.

Anthony McKnight, CEO

Date: 9/22/22

Big Daddy Unlimited, Inc.

Anthony McKnight, CEO

Date: 9/22/22

Wide Open Enterprises, LLC

Douglas Rios, President

Date: _____

We Got Ammo, Inc.

Douglas Rios, President

Date: _____

Blackstock, Inc.

Anthony McKnight, CEO

Date: 9/22/22

Douglas Rios

Douglas Rios

Date: _____

Anthony McKnight

Anthony McKnight

Date: 9/22/22

Sherrie McKnight

Sherrie McKnight

Date: 9/22/22

DEFENDANTS:

Big Daddy Enterprises, Inc.

_____
Anthony McKnight, CEO

Date: _____

Big Daddy Unlimited, Inc.

_____
Anthony McKnight, CEO

Date: _____

Wide Open Enterprises, LLC

Douglas rios (Sep 22, 2022 11:52 MDT)
_____

Douglas Rios, President
Sep 22, 2022
Date: _____

We Got Ammo, Inc.

Douglas rios (Sep 22, 2022 11:52 MDT)
_____

Douglas Rios, President
Sep 22, 2022
Date: _____

Blackstock, Inc.

_____
Anthony McKnight, CEO

Date: _____

Douglas Rios

Douglas rios (Sep 22, 2022 11:52 MDT)
_____
Douglas Rios
Sep 22, 2022
Date: _____

Anthony McKnight

_____
Anthony McKnight

Date: _____

Sherrie McKnight

_____
Sherrie McKnight

Date: _____

EXHIBIT A

PATENT RIGHTS ASSIGNMENT

THIS PATENT RIGHTS ASSIGNMENT ("**Assignment**") is made, executed and delivered by Wide Open Enterprises, LLC ("WOE"), a New Mexico limited liability company, ("**Assignor**"), and ABC IP, LLC, a Delaware limited liability company ("**Assignee**"), pursuant to the terms and subject to the conditions of a Confidential Settlement Agreement, of even date herewith, to which Assignor and Assignee are parties (the "Settlement Agreement").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to, and under the invention described in United States Provisional Patent Application No. 63/219,223, titled "Wide Open Trigger," filed July 7, 2021 (the "Invention").

NOW, THEREFORE, on the terms and subject to the conditions of the Settlement Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Patents, including, without limitation, (i) any United States, international and foreign counterparts or equivalents of any of the foregoing, applications or certificates of invention based upon or covering any portion of any of the foregoing, (ii) any reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, reexaminations, substitutions or revisions of any of the foregoing, (iii) any other patents, applications or extensions that claim priority to or through any of the foregoing; (iv) any inventions disclosed in any of the foregoing; (v) choses in action and rights to sue, recover and collect for any past, present or future infringements of the Patents; and (vi) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Patents.

2. Assignor grants any attorney of the law firm of Wood Herron & Evans LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document. Assignee shall have the right to file or record this Assignment and any additional assignment documents with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and request the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the owner of the Patents.

3. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Patents as are reasonably requested by the Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Patents to the Assignee.

4. This Assignment may be executed in any number of counterparts (which may be delivered by facsimile or email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed this ____ day of _____, 2022.

WIDE OPEN ENTERPRISES, LLC

By: Douglas rios (Sep 22, 2022 11:52 MDT)
Douglas Rios, Managing Member

ABC IP, LLC

By: _____
Cole Leleux, Managing Member

Rare Breed - WOT ALAMO Settlement Agreement FINAL

Final Audit Report 2022-09-22

Created:	2022-09-22
By:	Michael Smith (mjsmithjd@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADN9aAaEnfpaSNe8dXm5VCTd7vXtteBtO

"Rare Breed - WOT ALAMO Settlement Agreement FINAL" History

Document created by Michael Smith (mjsmithjd@gmail.com)
2022-09-22 - 5:46:05 PM GMT- IP address: 70.169.186.38

Document emailed to dugyrios86@gmail.com for signature
2022-09-22 - 5:48:34 PM GMT

Email viewed by dugyrios86@gmail.com
2022-09-22 - 5:49:41 PM GMT- IP address: 172.225.24.25

Signer dugyrios86@gmail.com entered name at signing as Douglas rios
2022-09-22 - 5:52:45 PM GMT- IP address: 174.208.243.141

Document e-signed by Douglas rios (dugyrios86@gmail.com)
Signature Date: 2022-09-22 - 5:52:47 PM GMT - Time Source: server- IP address: 174.208.243.141

Agreement completed.
2022-09-22 - 5:52:47 PM GMT

AO 120 (Rev. 08/10)

TO:	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of Florida, Gainesville Division on the following

☑ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
1:21-cv-149-RH-HTC	9/15/2021	Northern District of Florida, Gainesville Division

PLAINTIFF	DEFENDANT
RARE BREED TRIGGERS LLC et al	BIG DADDY ENTERPRISES INC et al

PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY ☐ Amendment ☐ Answer ☐ Cross Bill ☐ Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
10/19/2022 -- CONSENT JUDGMENT AND PERMANENT INJUNCTION attached.

CLERK	(BY) DEPUTY CLERK	DATE
JESSICA J LYUNBLANOVITS	s/ KELLI MALU, Deputy Clerk	7/2/2024

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

RARE BREED TRIGGERS, LLC, et al., Plaintiffs, V. BIG DADDY ENTERPRISES, INC., et al., Defendants.	§	CASE NO. 1:L21CV149-RH-HTC
and RARE BREED TRIGGERS, LLC, ET AL., Plaintiffs, V. Big Daddy Unlimited, Inc, et al. Defendants.	§	CASE NO. 1:22CV61-RH-HTC

CONSENT JUDGMENT AND PERMANENT INJUNCTION

Plaintiffs Rare Breed Triggers, LLC, and ABC IP, LLC (together, "Plaintiffs") and Defendants in Case No. 1:21CV149-RH-HTC Big Daddy

Enterprises, Inc., Big Daddy Unlimited, Inc., Wide Open Enterprises, LLC, We Got Ammo, Inc., Anthony McKnight, Sherrie McKnight, and Douglas Rios, and Defendants in Case No. 1:22cv61-RH-HTC Big Daddy Unlimited, Inc., Big Daddy Enterprises, Inc., and Blackstock, Inc. (together, "Defendants") (collectively, "the Parties") filed a Joint Motion for Entry of Consent Judgment and Permanent Injunction informing the Court that they have agreed to the entry of this Final Judgment.

The Parties advise the Court that they **HEREBY STIPULATE AND AGREE TO THE FOLLOWING:**

1. These are actions for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 101 et. seq. and 15 U.S.C. § 1051 *et seq.* The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332 and 1338(a).

2. The Court has personal jurisdiction over the parties and venue is proper pursuant to 28 U.S.C. §§ 1332(a) and 1400.

3. Rare Breed Triggers, LLC ("Rare Breed") is a limited liability company organized under the laws of the State of North Dakota.

4. ABC IP, LLC ("ABC") is a limited liability company organized under the laws of the State of Delaware.

5. Big Daddy Enterprises, Inc. ("BDE") is a corporation organized under the laws of the State of Florida.

6. Big Daddy Unlimited, Inc. ("BDU") is a corporation organized under the laws of the State of Florida.

7. Wide Open Enterprises, Inc. ("WOE") is a corporation organized under the laws of the State of New Mexico.

8. We Got Ammo, Inc. ("WGA") is a corporation organized under the laws of the State of Florida.

9. Blackstock, Inc. ("Blackstock") is a corporation organized under the laws of the State of Florida.

10. Anthony McKnight is an individual residing in Florida.

11. Sherrie McKnight is an individual residing in Florida.

12. Doug Rios is an individual residing in Florida.

13. ABC is the owner of all right, title and interest in and to United States Patent Number 10,514,223 entitled "Firearm Trigger Mechanism" ("the '223 Patent").

14. Rare Breed holds the exclusive license to sell products covered by the '223 Patent and has standing to collect damages for lost profits.

15. All of the claims of the '223 Patent are valid and enforceable.

16. The Wide Open Trigger (WOT) and Powered By Graves ALAMO-15 trigger have been accused of infringing the '223 Patent.

17. The Parties intend that the issues of infringement, validity, and enforceability are hereby finally concluded and disposed of and that this CONSENT JUDGMENT AND PERMANENT INJUNCTION bars the Defendants from contending in this action or any other proceeding that the claims of the '223 Patent are invalid, unenforceable or not infringed.

18. Defendants have been making or causing to be made, using or causing to be used, importing, offering to sell, and selling forced reset triggers (i.e., the Wide Open Trigger (WOT) and/or Powered By Graves ALAMO-15 trigger) which are covered by one or more claims of the '223 Patent (the "Infringing Products").

19. At least one claim of the '223 Patent is infringed by the Infringing Products sold, offered for sale, or imported by Defendants.

20. The Parties agree that Plaintiffs had the manufacturing capacity to produce and staff to sell all of the Infringing Products sold by Defendants, and but for the infringement would have realized significant profits and royalties from such sales.

21. Plaintiffs and Defendants have entered into a separate Confidential Settlement Agreement in which they have agreed to terms of compensation for the infringement.

22. Plaintiffs have no adequate remedy at law as to the threat of ongoing infringements by Defendants and are entitled to an injunction barring the ongoing sale of Infringing Products.

23. Violation by any of the Defendants or anyone acting in concert with any of them of the Permanent Injunction granted by this CONSENT JUDGMENT AND PERMANENT INJUNCTION would cause irreparable damage to Plaintiffs and, upon violation of the injunction, Plaintiffs should be entitled to remedies consistent with this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

24. Defendants waive all right to appeal any part of this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

25. Upon entry of this Consent Judgment and Permanent Injunction, this action is dismissed with prejudice, provided, however, that this Court shall retain jurisdiction to enforce the terms and provisions of this Consent Judgment, Permanent Injunction.

Based on the Stipulations by the Parties, **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. Each and all of the Defendants, including any successors, agents, assigns, and transferees, all others holding by, through or under the parties hereto, and all subsidiaries, divisions, related companies or entities, and principals,

owners, investors, managers, and members of the parties and who receive actual notice of this injunction, are PERMANENTLY ENJOINED during the unexpired term of the '223 Patent from making or causing to be made, using or causing to be used, importing, offering for sale, or selling either directly, contributorily or by inducement in the United States any Infringing Products.

2. The Permanent Injunction in Paragraph 1 shall automatically terminate and expire upon expiration of the '223 Patent or upon the entry of a final and unappealable court Order finding that the '223 Patent is invalid.

3. All claims asserted by Plaintiffs against Defendants are hereby dismissed with prejudice

4. The issues of infringement, validity, and enforceability are hereby finally concluded and disposed of and this CONSENT JUDGMENT AND PERMANENT INJUNCTION bars each and any of the Defendants from contending in this action or any other proceeding that the claims of the '223 Patent are invalid, unenforceable or not infringed.

5. This CONSENT JUDGMENT AND PERMANENT INJUNCTION shall finally conclude and dispose of this litigation as to the Parties, and Plaintiffs and Defendants shall be entitled to issue preclusion, claim preclusion, *res judicata* and collateral estoppel effect in future litigation or Patent Office proceedings related to the '223 Patent. This Order explicitly intends such issue preclusion,

claim preclusion, *res judicata* and collateral estoppel effects to extend to the issues of infringement, validity, and enforceability regarding any claim of the '223 Patent, whether raised in a court proceeding, Patent Office proceeding, reexamination, *inter partes* review or other dispute.

6. The Court finds that violation of the Permanent Injunction granted by this CONSENT JUDGMENT AND PERMANENT INJUNCTION each or any of the Defendants would cause irreparable damage to Plaintiffs and, upon violation of the injunction, Plaintiffs shall be entitled to remedies consistent with this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

7. This CONSENT JUDGMENT AND PERMANENT INJUNCTION shall bind all parties, including any successors, assigns, and transferees, all others holding by, through or under the parties hereto, and all subsidiaries, divisions, related companies or entities, and principals, owners, investors, managers, and members of the parties.

8. All parties have read this CONSENT JUDGMENT AND PERMANENT INJUNCTION, have been advised by counsel, and agree to be fully bound by its terms.

9. This Court retains exclusive jurisdiction of this action for the purpose of compliance with this CONSENT JUDGMENT AND PERMANENT INJUNCTION.

10. Final judgment shall be entered pursuant hereto, without further notice.

The Clerk is directed to enter this Final Judgment forthwith.

Ordered this 19th day of October, 2022.

s/Robert L. Hinkle

ROBERT L. HINKLE
UNITED STATES DISTRICT JUDGE

CONSENT TO BE BOUND:

Big Daddy Enterprises, Inc.

Anthony McKnight, CEO

Date: 10-10-22.

Big Daddy Unlimited, Inc.

Anthony McKnight, CEO

Date: 10-10-22

Wide Open Enterprises, LLC

Douglas Rios, President

Date: 10-10-22

We Got Ammo, Inc.

Douglas Rios, President

Date: 10-10-22

Blackstock, Inc.

Anthony McKnight, CEO

Date: 10-10-22.

Douglas Rios

Date: 10-10-22.

Anthony McKnight

Date: 10-10-22.

Sherrie McKnight

Date: 10/10/22

AGREED AS TO FORM:

/s/ Michael J. Smith

Michael J. Smith (Pro Hac Vice)
THE FOWLER LAW FIRM, P.C.
8310 N. Capital of Texas Hwy.
Suite 150
Austin, Texas 78731
Email: msmith@thefowlerlawfirm.com
Tel: (512) 441-1411

Attorney for Defendants

/Glenn D. Bellamy/

Glenn D. Bellamy (Pro Hac Vice)
WOOD HERRON & EVANS LLP
600 Vine Street, Suite 2800
Cincinnati, Ohio 45202
Email: gbellamy@whe-law.com
Tel: (513) 707-0243

Attorneys for Plaintiffs

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Andrew Myers
693 SW Hamlet Circle
Lake City, FL 32024

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Anthony McKnight
27831 NW 46th Ave.
Newberry, FL 32669

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Atrius Development Group Corporation
c/o United States Corporation Agents, Inc., Registered Agent
800 W Main St, Ste 1460
Boise, ID 83702

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC *Plaintiff(s)* v. Big Daddy Enterprises, Inc., et al. *Defendant(s)*	)	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Big Daddy Enterprises, Inc.
c/o Steven Kalishman, P.A., Registered Agent
5055 SW 91st Place
Gainesville, FL 32607

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Big Daddy Unlimited, Inc.
c/o Steven Kalishman, P.A., Registered Agent
5055 Southwest 91st Terrace
Gainesville, FL 32608

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Blackstock, Inc.
c/o Northwest Registered Agent
7901 4th St N. Ste 300
St. Petersburg, FL 33702

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* C&C Holdings Group, LLC
7600 NW 5th Place
Gainesville, FL 32607

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:08

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ , a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC *Plaintiff(s)* v. Big Daddy Enterprises, Inc., et al. *Defendant(s)*	)	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Wide Open Enterprises, LLC
c/o Cindy's New Mexico, LLC, Registered Agent
5203 Juan Tabo Blvd. NE Ste 2a
Albuquerque, NM 87111

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* WGA Global, Inc.
c/o Douglas Rios, Registered Agent
4445 SW 35th Terrace Ste 120
Gainesville, FL 32608

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Sherrie McKnight
27831 NW 46th Ave.
Newberry, FL 32669

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Performance Triggers, Inc.
c/o Steven Kalishman, P.A., Registered Agent
5055 NW 91st Place
Gainesville, FL 32608

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Malcolm Brown
25471 Ala Loma
Lake Forest, CA 92630

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Lea Andreoli
25471 Ala Loma
Lake Forest, CA 92630

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Douglas Rios
11730 SW 122nd St.
Gainesville, FL 32608

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Delta 7, LLC
c/o Andrew Myers, Registered Agent
881 SW Brookdale Dr.
Lake City, FL 32025

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

Rare Breed Triggers, LLC

Plaintiff(s)

v.

Big Daddy Enterprises, Inc., et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Christopher Rios

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jacob William Roth
Dhillon Law Group
1601 Forum Place
Suite 403
West Palm Beach, FL 33401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/26/2025

Signature of Clerk or Deputy Clerk

RCV'D USDC FLND TL
JUL 1 '25 PM1:09

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

DHILLON
LAW GROUP INC.

1601 Forum Place, Suite 403
West Palm Beach, FL 33401

Jacob William Roth
Phone: 561.227.4959
JRoth@dhillonlaw.com

June 27, 2025

VIA FEDERAL EXPRESS OVERNIGHT

Jessica Lyublanovits
Clerk of Court
Northern District of Florida
111 N. Adams Street
Tallahassee, FL 32301-7730

Re: Filing (1) Motion for Leave to File *Ex Parte* and Under Seal Plaintiff's Complaint and Motion, (2) Complaint, and (3) Motion for Temporary Restraining Order

Dear Ms. Lyublanovits,

We represent Plaintiff Rare Breed Triggers, Inc. ("RBT"). We seek to file a complaint initiating litigation in the Northern District of Florida, an accompanying motion for a temporary restraining order *ex parte*, and a motion for leave to file both the complaint (and attendant documents) and temporary restraining order motion *ex parte*.

We spoke with a clerk of court regarding the procedure for filing an *ex parte* motion and its accompanying documents with the Court for the Court to review before publicly filing. Pursuant to the clerk's instruction, we are filing the following documents with the Court by hard-copy through Federal Express Overnight along with a $405 check for the filing fee:

1. Plaintiff's Emergency Motion for Leave to File Complaint, *Ex Parte* Motion for Temporary Restraining Order, and Supporting Documents Under Seal;
2. Proposed Order Granting Plaintiff's Emergency Motion for Leave to File Complaint, *Ex Parte* Motion for Temporary Restraining Order, and Supporting Documents Under Seal;
3. Complaint;
4. Summonses for the following Defendants:

RCV'D USDC FLND TL
JUL 1 '25 PM1:07

a. Andrew Myers;
b. Anthony McKnight;
c. Atrius Development Group Corp.;
d. Big Daddy Enterprises, Inc.;
e. Big Daddy Unlimited, Inc.;
f. Blackstock, Inc.;
g. C&C Holdings Group, LLC;
h. Christopher Rios;
i. Delta 7, LLC;
j. Douglas Rios;
k. Lea Andreoli;
l. Malcolm Brown;
m. Performance Triggers, Inc.;
n. Sherrie McKnight;
o. We Got Ammo, Inc.;
p. Wide Open Enterprises, LLC;

5. Civil Cover Sheet;
6. Plaintiff's Rule 7.1 Corporate Disclosure Statement;
7. Notice of Similar Case;
8. Plaintiff's *Ex Parte* Motion for Temporary Restraining Order;
9. Plaintiffs' Brief in Support of *Ex Parte* Motion for Temporary Restraining;
10. Proposed Temporary Restraining Order with an Asset Freeze and Order to Show Cause Why a Preliminary Injunction Should Not Issue;
11. Declaration of Lawrence DeMonico in Support of *Ex Parte* Motion for Temporary Restraining Order and attached exhibits;
12. Certification Pursuant to Fed. R. Civ. P. 65(b).

DHILLON LAW GROUP INC.

By: /s/ Jacob William Roth

Jacob William Roth
Bar No. 1036551
Dhillon Law Group, Inc.
1601 Forum Place, Suite 403
West Palm Beach, Florida 33401
561-227-4959
JRoth@dhillonlaw.com
Attorneys for Plaintiffs

4905-5054-9841, v. 1