



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CHRISTOPHER W. COLBATH,

Plaintiff,

v.

FLY ALLIANCE
MAINTENANCE, LLC, KEVIN
WARGO, WARGO
ENTERPRISES, LLC,
CHRISTOPHER TASCA and TOP
GUN AVIATION MRO, LLC,
Defendants.

C.A. No.: _____

**VERIFIED COMPLAINT FOR
DECLARATORY, INJUNCTIVE, AND EQUITABLE RELIEF**

Plaintiff Christopher W. Colbath ("Plaintiff"), by and through undersigned counsel, alleges as follows:

NATURE OF THE ACTION

1. This action seeks to prevent the wrongful dilution and effective elimination of Plaintiff's ownership interest in Defendant Fly Alliance Maintenance, LLC ("FAM" or the "Company") through a disputed capital call issued on May 12, 2026, with a payment deadline of June 30, 2026.

2. Defendants demanded that Plaintiff contribute \$281,078 as his purported pro rata share of a \$3.4 million capital call while simultaneously withholding books, records, financial statements, tax information, and supporting materials necessary for Plaintiff to evaluate whether the capital call was legitimate, necessary, proportionate, and asserted in good faith.

3. Plaintiff does not seek to prevent FAM from raising capital if additional capital is legitimately required. Rather, Plaintiff seeks equitable relief preventing Defendants from forcing him to choose between contributing substantial funds or suffering permanent dilution of his ownership rights while denying him access to the information necessary to make an informed decision.

4. Defendants previously initiated a dispute through counsel concerning ownership and related matters involving FAM. After Plaintiff responded and the parties discussed document production and mediation, Defendants issued the challenged capital call and threatened to invoke dilution provisions that would materially impair Plaintiff's ownership, voting, governance, and economic rights.

5. Unless restrained by this Court, Defendants intend to invoke the dilution mechanism contained in the Operating Agreement immediately following the June 30, 2026, deadline and reallocate Plaintiff's ownership interest to other members if Plaintiff does not satisfy the disputed demand.

6. Plaintiff seeks temporary, preliminary, and permanent injunctive relief preserving the status quo; declaratory relief concerning the parties' rights under the Operating Agreement; statutory and contractual books-and-records relief; damages; and such other equitable relief as the Court deems just and proper.

PARTIES

7. Plaintiff Christopher W. Colbath is an individual residing in Clermont, Florida and a member of FAM.

8. Defendant Fly Alliance Maintenance, LLC is a Delaware limited liability company. FAM issued the Capital Call Notice at issue in this action and is the entity whose books, records, ownership interests, and governance rights are the subject of this dispute.

9. Defendant Kevin Wargo ("Wargo") is, upon information and belief, a resident of Florida and serves as the Manager of FAM. Wargo exercises control over the Company's operations, finances, books and records, and capital contribution process. Upon information and belief, Wargo authorized, directed, approved, or caused the issuance of the May 12, 2026, Capital Call Notice and controls or directs access to the books and records requested by Plaintiff.

10. Defendant Wargo Enterprises, LLC ("Wargo Enterprises") is, upon information and belief, a member of FAM and the holder of a majority ownership interest in FAM.

11. Defendant Christopher Tasca ("Tasca") is, upon information and belief, a resident of Rhode Island and a principal, owner, manager, or controlling person of Defendant Top Gun Aviation MRO, LLC.

12. Defendant Top Gun Aviation MRO, LLC ("Top Gun") is, upon information and belief, a member of FAM.

13. Upon information and belief, Wargo Enterprises and Top Gun would receive increased ownership percentages and corresponding economic benefits if Plaintiff's ownership interest is diluted pursuant to Section 3.2.3 of the Operating Agreement.

14. Upon information and belief, Tasca participated in, approved, encouraged, ratified, or otherwise supported the actions giving rise to this action, including the challenged Capital Call and threatened dilution of Plaintiff's ownership interest.

15. Upon information and belief, Wargo, Wargo Enterprises, Tasca, and Top Gun acted in concert with respect to the challenged Capital Call and the threatened dilution of Plaintiff's ownership interest and each stand to benefit directly or indirectly from the reallocation of ownership interests contemplated by Section 3.2.3 of the Operating Agreement.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction pursuant to 6 Del. C. § 18-111, 6 Del. C. § 18-110(a), 6 Del. C. § 18-305, the Delaware Declaratory Judgment Act, and this Court's traditional equitable jurisdiction because Plaintiff seeks injunctive relief, declaratory relief, specific performance, books-and-records relief, and other equitable remedies.

17. This Court has jurisdiction to interpret and enforce the Operating Agreement of a Delaware limited liability company and to determine the rights and obligations of its members and manager.

18. Venue is proper in this Court because FAM is a Delaware limited liability company and the Operating Agreement provides that disputes arising under the Agreement shall be brought in a court of competent jurisdiction located in the State of Delaware.

19. Jurisdiction and venue are proper in this Court pursuant to 6 *Del. C.* §18-110(a) of the Delaware Limited Liability Company Act (the “Act”), which provides, in pertinent part, as follows:

(a) Upon application of any member or manager, the Court of Chancery may hear and determine the validity of any admission, election, appointment, removal or resignation of a manager of a limited liability company, and the right of any person to become or continue to be a manager of a limited liability company, and, in case the right to serve as a manager is claimed by more than 1 person, may determine the person or persons entitled

to serve as managers; and to that end make such order or decree in any such case as may be just and proper, with power to enforce the production of any books, papers and records of the limited liability company relating to the issue.

20. Defendant Wargo is subject to personal jurisdiction pursuant to 6 Del. C. § 18-109. Defendants FAM, Wargo Enterprises, Top Gun, and Tasca are subject to personal jurisdiction pursuant to the Delaware Limited Liability Company Act, the Operating Agreement, and their participation in, direction of, and benefit from conduct relating to the governance, ownership, and management of a Delaware limited liability company.

21. Plaintiff has no adequate remedy at law.

22. The Court of Chancery holds jurisdiction to grant injunctive and equitable relief pursuant to 10 *Del. C.* §§ 341 and 343.

THE OPERATING AGREEMENT

23. FAM is governed by an Amended and Restated Operating Agreement dated July 1, 2022 (the "Operating Agreement"). A true and correct copy of the Operating Agreement is attached hereto as Exhibit A.

24. Plaintiff is a member of FAM and possesses at least the ownership interest reflected in the May 12, 2026, Capital Call Notice. A true and correct copy of the Capital Call Notice is attached hereto as Exhibit B. Plaintiff further contends that he may possess a greater ownership interest pursuant to the Operating

Agreement and reserves all rights concerning the proper calculation of his ownership interest.

25. Section 3.2.1 of the Operating Agreement provides that, if the Manager determines that the Company requires additional capital contributions, the Manager shall provide written notice identifying: (a) the total amount of additional capital required; (b) the reason for the additional capital contribution; (c) each member's proportionate share; and (d) a due date that is at least thirty (30) days after notice.

26. Section 3.2.3 of the Operating Agreement provides that, if a member fails to make a required capital contribution, non-defaulting members may contribute the unpaid amount and the defaulting member's percentage interest may be reduced while the percentage interests of contributing members increase.

27. Section 8.2.1 of the Operating Agreement requires the Manager to maintain complete and accurate books and records and specifically requires maintenance of complete and accurate information regarding the state of the business and financial condition of the Company.

28. Section 8.2.2 of the Operating Agreement further provides that the Company's books and records shall be available for examination by any member or such member's authorized representative at reasonable times during normal business hours.

29. Section 9.3 of the Operating Agreement expressly provides that irreparable injury will result from a breach of the Agreement, that money damages alone would be an inadequate remedy, and that an injured party shall be entitled to equitable relief, including injunction and specific performance.

FACTUAL ALLEGATIONS

30. On or about March 27, 2026, Defendants, through counsel, sent Plaintiff a demand letter concerning ownership, equity, and related matters involving FAM.

31. On April 1, 2026, counsel for Plaintiff and counsel for Defendants communicated regarding the demand letter and agreed that Plaintiff would respond on or before April 10, 2026.

32. Plaintiff thereafter disputed Defendants' positions and sought to resolve the parties' disputes without litigation.

33. During April 2026, counsel discussed mediation and the exchange of information necessary to permit meaningful settlement discussions.

34. On May 1, 2026, Plaintiff's counsel transmitted a detailed written request for information to Defendants' counsel and confirmed the parties' prior discussions regarding mediation. A true and correct copy of Plaintiff's May 1, 2026 request for information is attached hereto as Exhibit C.

35. Plaintiff requested, among other things:

- a. All versions of the Operating Agreement;
- b. Federal tax returns and K-1s;
- c. Annual balance sheets;
- d. Annual profit and loss statements;
- e. Capital account statements;
- f. Bank statements;
- g. Credit card statements;
- h. Documents relating to any valuation, offer, or proposed acquisition of FAM;
- i. Information concerning service contracts and revenues; and
- j. Documents supporting the allegations contained in Defendants' March 27, 2026 demand letter.

36. Plaintiff advised Defendants that the requested information was necessary to permit meaningful mediation and to ensure that all parties possessed equal knowledge concerning the issues in dispute.

37. Plaintiff proposed that Defendants produce the requested information by June 2, 2026, after which the parties would proceed to mediation no later than July 31, 2026.

38. Plaintiff further advised Defendants that, if the requested information was not produced, Plaintiff would evaluate his legal remedies and seek the information through litigation.

39. Defendants did not object to the requests, seek clarification concerning the requests, identify any burden associated with the requests, or otherwise explain why the requested information could not be produced. Other than the limited production described below, Defendants did not produce the requested materials.

40. On May 12, 2026, having received no substantive response to the requests for information, Plaintiff's counsel followed up with Defendants' counsel and requested confirmation regarding whether Defendants intended to produce the requested information and participate in mediation.

41. Later that same day, Defendants produced limited historical tax information, including Plaintiff's K-1 forms for tax years 2023 and 2024, and advised that 2025 tax information remained on extension.

42. On or about June 12, 2026, Defendants provided a limited spreadsheet purporting to reflect certain 2025 financial information. The information provided remains incomplete and does not include the books, records, capital account information, ownership information, balance sheets, supporting analyses, or other materials previously requested by Plaintiff and required by the Operating Agreement and 6 Del. C. § 18-305.

43. Defendants did not produce balance sheets, profit and loss statements, capital account records, bank statements, budgets, cash flow analyses, valuation materials, supporting documentation for the proposed expenditures identified in the Capital Call, or the other financial information requested by Plaintiff.

44. The historical K-1 forms produced by Defendants reflected prior tax reporting information but did not provide information sufficient to determine whether FAM presently required \$3.4 million in additional capital, whether the

expenditures identified in the Capital Call were necessary, whether alternative financing sources existed, whether cash reserves were available, or whether the amounts demanded from members were properly calculated.

45. On May 12, 2026, Wargo, acting individually and in his capacity as Manager of FAM, caused FAM to issue a Capital Call Notice asserting that FAM required an aggregate of \$3.4 million in additional capital.

46. The Capital Call Notice demanded that Plaintiff contribute \$281,078 as his purported pro rata share of the requested capital. The Capital Call Notice required Plaintiff to fund the demanded amount on or before June 30, 2026, failing which Defendants have asserted that Plaintiff's interest may be diluted under Section 3.2.3.

47. The stated purposes of the Capital Call included:
- a. \$2,000,000 for Starlink inventory;
 - b. \$500,000 for tooling for the Orlando facility;
 - c. \$100,000 for tooling for the Miami facility;
 - d. \$200,000 for tooling for the Dubai facility;
 - e. \$300,000 for upgrades to the AOG vehicle fleet; and
 - f. \$300,000 for technician training.

A true and correct copy of the May 12, 2026, Capital Call Notice is attached hereto as Exhibit B.

48. Defendants did not provide budgets, vendor quotations, purchase commitments, inventory analyses, financing analyses, cash flow projections, reserve

studies, or other supporting documentation substantiating the amounts identified in the Capital Call Notice.

49. Plaintiff sought the requested information before issuance of the Capital Call and before any payment obligation became due. The information requested included precisely the types of financial records and corporate information necessary for a member to evaluate whether a multi-million-dollar capital contribution was necessary, properly calculated, and consistent with the Company's financial condition.

50. Despite possessing information uniquely within their control concerning FAM's financial condition and the basis for the Capital Call, Defendants demanded that Plaintiff contribute \$281,078 before producing sufficient information to permit Plaintiff to evaluate whether the Capital Call was necessary, properly calculated, supported by the Company's financial condition, or asserted in good faith.

51. Upon information and belief, Defendants intend to invoke Section 3.2.3 of the Operating Agreement immediately following the June 30, 2026 payment deadline and reallocate Plaintiff's ownership interest to other members if Plaintiff does not satisfy the demanded contribution.

52. Upon information and belief, any ownership interest reallocated pursuant to Section 3.2.3 would be distributed among the non-defaulting members. Wargo Enterprises and Top Gun would directly benefit through increased ownership

interests, voting rights, governance rights, and economic interests. Wargo and Tasca would likewise benefit through their ownership and control of those entities.

53. Plaintiff has been placed in an untenable position. Before receiving sufficient information to evaluate the legitimacy of the Capital Call, Plaintiff must either contribute \$281,078 or risk the permanent dilution of his ownership rights.

54. Plaintiff does not seek to prevent FAM from raising capital if additional capital is legitimately required. Rather, Plaintiff seeks to prevent Defendants from forcing him to choose between making a substantial capital contribution or suffering permanent dilution while withholding the information necessary to make an informed decision.

55. Plaintiff does not ask this Court to determine at this stage whether FAM ultimately requires additional capital. Plaintiff seeks only to preserve the status quo and prevent the irreversible dilution of his ownership interest unless and until he is provided sufficient information to evaluate the Capital Call and the parties' respective rights are adjudicated.

56. The threatened dilution would permanently alter Plaintiff's ownership percentage, voting rights, governance rights, and economic participation in FAM.

57. Once ownership interests are reallocated pursuant to Section 3.2.3, subsequent actions taken under the revised ownership structure may be asserted to

be valid and binding, making restoration of Plaintiff's rights substantially more difficult.

58. The resulting loss of ownership rights, voting rights, governance rights, and economic participation cannot be adequately compensated through an award of money damages.

59. In Section 9.3 of the Operating Agreement, the parties expressly agreed that irreparable injury would result from a breach of the Agreement and that money damages would be an inadequate remedy.

60. Absent immediate equitable relief, Plaintiff faces imminent and irreparable harm.

COUNT I - BREACH OF OPERATING AGREEMENT
(Against FAM and Wargo)

61. Plaintiff repeats and realleges Paragraphs 1 through 56 as though fully set forth herein.

62. The Operating Agreement constitutes a valid and enforceable contract.

63. Plaintiff has performed all obligations required of him under the Operating Agreement or has been excused from further performance.

64. Section 8.2.1 of the Operating Agreement requires the Manager to maintain complete and accurate books and records concerning the business and financial condition of the Company.

65. Section 8.2.2 of the Operating Agreement requires that such books and records be available for examination by members of the Company.

66. Plaintiff requested financial and operational information reasonably necessary to evaluate the Company's financial condition and the basis for the May 12, 2026, Capital Call.

67. Defendants failed to provide the information required by the Operating Agreement, including balance sheets, profit and loss statements, capital account information, bank records, budgets, cash flow information, and supporting documentation relating to the Capital Call.

68. Defendants nevertheless demanded that Plaintiff contribute \$281,078 and threatened to invoke Section 3.2.3 of the Operating Agreement if Plaintiff did not comply.

69. By failing to provide books and records required by Sections 8.2.1 and 8.2.2 of the Operating Agreement while simultaneously demanding payment under Section 3.2.1 and threatening dilution under Section 3.2.3, Defendants breached the Operating Agreement.

70. To the extent Defendants contend that the Operating Agreement expressly authorized their conduct, Plaintiff pleads in the alternative that such conduct violated the implied covenant of good faith and fair dealing.

71. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages and faces imminent irreparable harm.

COUNT II - DECLARATORY JUDGMENT

(Against All Defendants)

72. Plaintiff repeats and realleges Paragraphs 1 through 68 as though fully set forth herein.

73. An actual, present, and justiciable controversy exists between the parties concerning their respective rights and obligations under the Operating Agreement.

74. Plaintiff contends that Defendants may not invoke Section 3.2.3 of the Operating Agreement and dilute Plaintiff's ownership interest while withholding information required by Sections 8.2.1 and 8.2.2 of the Operating Agreement and while refusing to provide information reasonably necessary to evaluate the May 12, 2026, Capital Call.

75. Defendants contend, or are expected to contend, otherwise.

76. There is a real, present, justiciable controversy between the parties.

77. Plaintiff seeks declarations that:

a. Defendants may not enforce dilution remedies arising from the May 12, 2026, Capital Call while withholding information reasonably necessary for Plaintiff to evaluate the demand;

- b. Defendants may not invoke Section 3.2.3 of the Operating Agreement based upon Plaintiff's nonpayment of the disputed Capital Call unless and until the parties' rights are adjudicated;
- c. Plaintiff's ownership interest shall remain unchanged pending final adjudication of this action;; and
- d. the parties' respective rights and obligations under Sections 3.2, 8.2, and 9.3 of the Operating Agreement.

COUNT III - BOOKS AND RECORDS INSPECTION

PURSUANT TO 6 DEL. C. § 18-305

(Against FAM)

78. Plaintiff repeats and realleges Paragraphs 1 through 73 as though fully set forth herein.

79. Plaintiff is and has been a member of FAM at all relevant times.

80. Pursuant to 6 Del. C. § 18-305, Plaintiff is entitled to obtain true and full information regarding the status of the business and financial condition of the Company and other information reasonably related to his interest as a member.

81. Plaintiff requested books, records, and financial information relating to, among other things, the Company's financial condition, cash needs, capital accounts, budgets, expenditures, liabilities, and the purported need for the May 12, 2026, Capital Call.

82. The information sought is directly related to Plaintiff's interests as a member and is necessary to evaluate the legitimacy of the Capital Call and the threatened dilution of his ownership interest.

83. Defendants have failed and refused to provide the requested information.

84. Plaintiff is entitled to an order compelling inspection and production pursuant to 6 Del. C. § 18-305.

**COUNT IV - TEMPORARY, PRELIMINARY, AND PERMANENT
INJUNCTIVE RELIEF**

(Against All Defendants)

85. Plaintiff repeats and realleges Paragraphs 1 through 80 as though fully set forth herein.

86. An actual and present controversy exists concerning Defendants' issuance and threatened enforcement of the May 12, 2026, Capital Call and Defendants' threatened invocation of Section 3.2.3 of the Operating Agreement.

87. Upon information and belief, Defendants intend to invoke Section 3.2.3 immediately following the June 30, 2026, payment deadline if Plaintiff does not satisfy the demanded contribution.

88. Upon information and belief, Defendants intend to dilute Plaintiff's ownership interest and reallocate all or a portion of Plaintiff's ownership interest to the non-defaulting members pursuant to Section 3.2.3.

89. Plaintiff has demonstrated a reasonable probability of success on the merits of his claims, including his claims for breach of the Operating Agreement, books-and-records relief, and declaratory relief.

90. Plaintiff has no adequate remedy at law.

91. If Plaintiff's ownership interest is diluted, Plaintiff will suffer immediate and irreparable harm.

92. The threatened dilution would permanently alter Plaintiff's ownership percentage, voting rights, governance rights, and economic participation in FAM.

93. Once ownership interests are reallocated pursuant to Section 3.2.3, subsequent actions taken under the revised ownership structure may be asserted to be valid and binding, making restoration of Plaintiff's rights substantially more difficult.

94. The resulting loss of ownership rights, voting rights, governance rights, management rights, and economic interests cannot readily be compensated through an award of money damages.

95. The Operating Agreement expressly recognizes that breaches may result in irreparable harm and further provides that the parties shall be entitled to equitable relief, including injunctive relief and specific performance.

96. The balance of equities overwhelmingly favors Plaintiff.

97. Plaintiff does not seek to prevent FAM from obtaining capital if capital is legitimately required.

98. Rather, Plaintiff seeks to preserve the status quo until the Court determines the parties' rights and obligations under the Operating Agreement and until Plaintiff receives the information necessary to evaluate the legitimacy, necessity, and calculation of the challenged Capital Call.

99. Defendants will suffer little or no prejudice from a temporary preservation of the status quo pending judicial review.

100. By contrast, absent injunctive relief, Plaintiff faces the imminent risk of permanent dilution of his ownership interest and the resulting loss of rights associated with that ownership interest.

101. Unless enjoined by this Court, Defendants may:

- a. Declare Plaintiff in default under the Operating Agreement;
- b. Invoke Section 3.2.3 of the Operating Agreement;
- c. Dilute Plaintiff's ownership interest;
- d. Reallocate Plaintiff's ownership interest to other members;
- e. Amend ownership percentages reflected in Exhibit A to the Operating Agreement or other Company records; and
- f. Take actions based upon the altered ownership structure.

102. Plaintiff is therefore entitled to temporary, preliminary, and permanent injunctive relief preserving the status quo pending final adjudication of this matter.

WHEREFORE, Plaintiff demands judgment against all Defendants and respectfully requests that this Court:

- A. Enter a temporary restraining order preserving the status quo;
- B. Enter a preliminary injunction preserving the status quo during the pendency of this action;
- C. Enjoin Defendants from declaring Plaintiff in default based upon the challenged Capital Call;
- D. Enjoin Defendants from invoking Section 3.2.3 of the Operating Agreement based upon the challenged Capital Call;
- E. Enjoin Defendants from diluting, reallocating, transferring, forfeiting, amending, or otherwise altering Plaintiff's ownership interest based upon the challenged Capital Call;
- F. Enjoin Defendants from taking action in reliance upon any purported ownership reallocation arising from the challenged Capital Call; and
- G. Grant such other and further relief as the Court deems just and proper.

COUNT V - BREACH OF FIDUCIARY DUTY AND/OR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(Against Wargo)

103. Plaintiff repeats and realleges Paragraphs 1 through 98 as though fully set forth herein.

104. To the extent fiduciary duties have not been modified, limited, or eliminated by the Operating Agreement, Wargo owed fiduciary duties to Plaintiff and the Company.

105. At all relevant times, Wargo exercised control over the Company's operations, finances, books and records, and Capital Call process.

106. Despite Plaintiff's requests for information necessary to evaluate the Capital Call, Wargo caused or permitted the Company to demand that Plaintiff contribute \$281,078 and threatened dilution pursuant to Section 3.2.3 before providing information sufficient to permit Plaintiff to evaluate the legitimacy of the demand.

107. Alternatively, and to the extent fiduciary duties have been modified, limited, or eliminated by the Operating Agreement, Wargo remained obligated to exercise any contractual discretion granted under the Operating Agreement in good faith and consistent with the reasonable expectations of the parties.

108. Upon information and belief, Wargo exercised such discretion in an arbitrary, unreasonable, and bad-faith manner by issuing and threatening to enforce the challenged Capital Call while withholding information necessary for Plaintiff to evaluate the demand and protect his ownership interest.

109. Such conduct constitutes a breach of fiduciary duty, a breach of the implied covenant of good faith and fair dealing, or both.

COUNT VI - AIDING AND ABETTING BREACH OF DUTY AND CIVIL CONSPIRACY

(Against Wargo Enterprises, Top Gun Aviation MRO, LLC, and Christopher Tasca)

110. Plaintiff repeats and realleges Paragraphs 1 through 105 as though fully set forth herein.

111. Upon information and belief, Tasca exercised authority on behalf of Top Gun with respect to Top Gun's membership interest in FAM and participated in, approved, encouraged, directed, ratified, or knowingly benefited from the conduct described herein, including the challenged Capital Call and the threatened dilution of Plaintiff's ownership interest pursuant to Section 3.2.3 of the Operating Agreement.

112. Upon information and belief, Wargo Enterprises, Tasca and Top Gun possessed knowledge of the challenged Capital Call, the threatened dilution of Plaintiff's ownership interest, and Defendants' refusal to provide information necessary to evaluate the demand.

113. Upon information and belief, Wargo Enterprises, Tasca and Top Gun approved, encouraged, ratified, participated in, or knowingly benefited from the conduct described herein.

114. Any dilution of Plaintiff's ownership interest would correspondingly increase the ownership and economic interests of the non-defaulting members, including Wargo Enterprises and Top Gun.

115. Upon information and belief, Wargo Enterprises, Tasca and Top Gun knowingly participated in and substantially assisted the conduct described herein.

116. Upon information and belief, Wargo Enterprises, Tasca and Top Gun knowingly agreed to, encouraged, approved, ratified, and participated in the conduct described herein for the purpose of facilitating dilution of Plaintiff's ownership interest and increasing the ownership and economic interests of non-defaulting members.

117. As a direct and proximate result of such conduct, Plaintiff suffered damages and faces imminent irreparable harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendants and grant the following relief:

A. Enter a temporary restraining order, preliminary injunction, and permanent injunction preserving the status quo pending final adjudication of this action;

B. Enjoin Defendants from enforcing any dilution, forfeiture, reallocation, amendment to Exhibit A of the Operating Agreement, or other modification of Plaintiff's ownership, voting, governance, or economic rights arising from the May 12, 2026, Capital Call;

C. Toll and suspend the June 30, 2026, Capital Call deadline and all consequences arising from nonpayment of the disputed Capital Call pending final adjudication of this action;

D. Declare that Plaintiff's failure to satisfy the disputed Capital Call while this action is pending shall not constitute a default under the Operating Agreement;

E. Declare the parties' respective rights and obligations under Sections 3.2, 8.2, and 9.3 of the Operating Agreement;

F. Declare that Defendants may not invoke Section 3.2.3 of the Operating Agreement to dilute Plaintiff's ownership interest unless and until the parties' rights are adjudicated;

G. Declare that Plaintiff's ownership interest shall remain unchanged pending final adjudication of this action;

H. Order Defendants to immediately produce the books, records, financial statements, budgets, tax returns, bank records, capital account records, cash-flow analyses, valuation materials, and all other information reasonably necessary to evaluate the May 12, 2026 Capital Call;

I. Order inspection and production of books and records pursuant to 6 Del. C. § 18-305;

J. Order specific performance of Defendants' obligations under Sections 8.2.1 and 8.2.2 of the Operating Agreement;

K. Order that no amendment be made to Exhibit A of the Operating Agreement reflecting any dilution, reallocation, forfeiture, or modification of Plaintiff's ownership interest pending final adjudication of this action;

- L. Award compensatory damages in an amount to be determined at trial;
- M. Award Plaintiff his costs, expenses, attorneys' fees where authorized by contract, statute, or equitable doctrine, together with pre-judgment and post-judgment interest; and
- N. Award such other legal, equitable, declaratory, injunctive, or further relief as the Court deems just and proper.

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Dated: June 15, 2026