UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

ROMAN ZRAZHEVSKIY and
TATIANA MIRONOVA,

Plaintiffs,

v.

WHITE RIVER ENERGY CORP., a Nevada corporation,
JAY PUCHIR, an individual, and
E3 TAX, LLC d/b/a E3 FAMILY OFFICE, a Missouri limited liability company,

Defendants.

Case No.: 5:26-cv-05135

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Roman Zrazhevskiy and Tatiana Mironova (together, "Plaintiffs"), by and through undersigned counsel, file this First Amended Complaint, as of right pursuant to Federal Rule of Civil Procedure 15(a)(1)(B), against Defendants White River Energy Corp. ("White River"), Jay Puchir ("Puchir"), and e3 Tax, LLC d/b/a e3 Family Office ("e3") and allege as follows:

I. NATURE OF THE ACTION

1. This case arises from White River's sale to Plaintiffs of so-called "Native American Tribe Trust Fund Federal Income Tax Credits" (also marketed as "Tribal Tax Credits," "Sovereign Tribal Federal Tax Credits," "Native American Tribal Credits," and "NATC," collectively the "Credits"). Defendants represented that the Credits were valid federal income tax credits issued to a Native American tribe and lawfully transferable to taxpayers, who could apply them dollar-for-

dollar against their federal income tax liabilities. Defendants induced Plaintiffs to wire $600,000 in exchange for $1,000,000 in face-value Credits.

2. Defendants' representations were false. The United States Internal Revenue Service has confirmed in writing to the United States Senate Committee on Finance that "these tax credits do not exist." The IRS has formally instructed its examiners through an Internal Revenue Manual procedural update to disallow any "Tribal Tax Credit," "Sovereign Tribal Federal Tax Credit," and "Native American Tribal Credit" claimed by taxpayers. The U.S. Department of the Treasury has stated publicly that "no such credits exist." The Cherokee Nation, the very tribe White River claims authorized the program, has issued a public cease-and-desist letter stating that "the Cherokee Nation did not authorize and is not associated with these tax credits." The U.S. Department of Justice and IRS Criminal Investigation have opened a federal criminal investigation into White River's sale of these Credits.

3. Despite these public determinations and Plaintiffs' written demand for rescission, White River, acting through its CFO and signatory Defendant Puchir, has refused to return Plaintiffs' money. White River's outside general counsel responded on April 29, 2026 by acknowledging that the IRS has rejected Plaintiffs' attempt to claim the Credits, but insisting that Plaintiffs continue to litigate the Credits' validity through IRS administrative processes that Plaintiffs' own tax counsel has warned could expose Plaintiffs to additional civil and criminal sanctions. The Tax Credit Purchase Agreement's tax-audit and indemnification provisions, which White River relies on to defer repayment, were drafted by White River and grant White River exclusive control over the defense of the Credits while limiting any later indemnity to a final, non-appealable judicial determination that, by operation of the IRS's public position, will never come.

4. Plaintiffs accordingly bring this action under Nevada law (the law selected by the parties' choice-of-law clause) for breach of contract, breach of express warranty, breach of the implied covenant of good faith and fair dealing, rescission and restitution, unjust enrichment, fraud in the inducement, negligent misrepresentation, and a declaration that the Tax Credit Purchase Agreement is rescinded, void, and unenforceable. Plaintiffs further seek to pierce the corporate veil and hold Defendant Puchir personally liable as the alter ego of White River. Plaintiffs seek restitution of $600,000, consequential damages, prejudgment interest, punitive damages, attorneys' fees and costs, and a jury trial.

II. JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1332(a)(1) because the matter is between citizens of different States and the amount in controversy exceeds $75,000, exclusive of interest and costs.

6. Plaintiffs Roman Zrazhevskiy and Tatiana Mironova are citizens of the State of Texas. Defendant White River is a Nevada corporation with its principal place of business located at 609 W. Dickson Street, Suite 102G, Fayetteville, Arkansas 72701, and is therefore a citizen of Nevada and Arkansas. Defendant Puchir, on information and belief, is a citizen of the State of Colorado. Complete diversity exists between the Plaintiffs and Defendants.

7. This Court has personal jurisdiction over Defendants White River and Puchir. White River maintains its principal place of business in Fayetteville, Arkansas, transacts business in this State, and contractually consented to the exclusive jurisdiction of the state and federal courts located in Washington County, Arkansas. Defendant Puchir was identified as White River's notice contact under the TCPA and executed the Mutual Non-Disclosure Agreement accompanying the Transaction on White River's behalf from White River's Fayetteville office, and is the CFO who

controlled the wire instructions, marketing communications, and investor communications that gave rise to this dispute.

8. This Court also has specific personal jurisdiction over Defendant e3 under the Arkansas long-arm statute, Ark. Code Ann. § 16-4-101, and the Due Process Clause. e3 purposefully directed conduct at the State of Arkansas, and Plaintiffs' claims arise out of and relate to that conduct, in the following specific respects: (a) e3 entered into a written marketing and distribution agreement with White River, a corporation headquartered at 609 W. Dickson Street, Suite 102G, Fayetteville, Arkansas, under which e3 undertook to "establish a distribution network" for the Credits, as the Addendum executed by Plaintiffs expressly acknowledges; (b) e3 executed a mutual non-disclosure agreement with White River and accessed White River's Fayetteville, Arkansas data room and confidential offering documentation as a precondition to selling the Credits to Plaintiffs; (c) e3 transmitted to Plaintiffs the Tax Credit Purchase Agreement, the Addendum, and the related NATC offering materials, whose sole contractual counter-party, point of performance, and notice address are White River's Fayetteville, Arkansas office, and whose Section 9 forum-selection clause expressly designates "the state or federal courts located in Washington County, Arkansas" as the exclusive forum for any action concerning the Transaction; (d) e3 transmitted to Plaintiffs the wire instructions directing the $600,000 purchase price into White River's Bank of America Account No. ending in 9166, an account controlled and administered from White River's Fayetteville, Arkansas office, and Plaintiffs wired those funds into Arkansas in reliance on e3's directions; (e) on information and belief, e3 received commissions, distribution fees, and other compensation totaling between $5,000,000 and $10,000,000 from White River out of purchaser funds wired into Arkansas-administered accounts, a figure White River's outside General Counsel confirmed in writing on May 15, 2026 ("e3 Family

collected commissions and a tax planning fee from your clients as well as other third parties totaling between $5,000,000 and $10,000,000"); (f) e3, through Moriarty and Schreiber, coordinated directly with Defendant Puchir in Fayetteville, Arkansas regarding due diligence on the Credits, IRS-filing instructions, audit support, and post-sale investor communications, including the December 19, 2024 investor call Puchir hosted on White River's behalf from Arkansas; (g) e3 acted in concert with White River and Puchir, both Arkansas-based, pursuant to a common scheme to market, sell, and retain proceeds from the Credits; the Arkansas-based acts of White River and Puchir in furtherance of that scheme were reasonably foreseeable to and undertaken with the participation of e3; and (h) White River has expressly reserved "contribution and indemnity claims" against e3 and Mr. Moriarty for their "purchaser-facing distribution-network, diligence, and tax-support activities," confirming that e3 acted jointly with the Arkansas-based Defendants in the conduct giving rise to this action.

9. As an independent basis for personal jurisdiction over Defendant e3, the Tax Credit Purchase Agreement is executed simultaneously with, and expressly incorporates as its Exhibit B, a Mutual Non-Disclosure Agreement between the White River signing parties and "the Other Party." Section 12 of the Tax Credit Purchase Agreement provides: "Simultaneously with execution of this Agreement, the Seller and the Buyer shall enter into the attached Mutual Non-Disclosure Agreement attached as Exhibit B." Section 10 of that Mutual Non-Disclosure Agreement in turn contains a stand-alone Arkansas exclusive-jurisdiction and consent-to-jurisdiction provision: "Each Party consents to the exclusive jurisdiction of any federal or state court located in Washington County, Arkansas in any such civil action or legal proceeding in such Arkansas court." As pled above, e3 executed a Mutual Non-Disclosure Agreement with White River as part of the very "NDA and marketing agreement" arrangement the Addendum to

Plaintiffs' Tax Credit Purchase Agreement expressly recites. By executing that Mutual Non-Disclosure Agreement, e3 independently and irrevocably consented to the exclusive jurisdiction of the federal courts of Washington County, Arkansas, the very forum in which this action was brought, for any civil action arising out of the Credits transactions that the Mutual Non-Disclosure Agreement was executed to protect. This consent-to-jurisdiction provision provides an independent basis for personal jurisdiction over e3, separate from the specific-jurisdiction minimum-contacts analysis, and separate from the "closely related non-signatory" doctrine.

10. On information and belief, e3's role as a sales agent for White River was governed by a written agreement between e3 and White River (the "e3-White River Sales Agreement") under which White River paid e3 sales commissions, distribution fees, referral fees, and/or a tax-planning fee measured as a percentage of the gross proceeds of tax-credit sales to purchasers referred, procured, or serviced by e3. The Addendum expressly acknowledges an NDA and marketing agreement between e3 and White River under which e3 undertook to "establish a distribution network" for the Credits, and White River has separately acknowledged that e3 collected commissions and tax-planning fees associated with Credit sales. In performing that relationship, e3 repeatedly coordinated with White River's Fayetteville, Arkansas operations, including by transmitting White River's transaction documents and wire instructions, enforcing the TCPA's three-business-day payment deadline, confirming purchaser wires with White River, and facilitating delivery of White River-branded Credit certificates. Plaintiffs' own $600,000 purchase was procured and closed through that same distribution relationship. e3's contacts with Arkansas were therefore deliberate and directly related to the conduct giving rise to Plaintiffs' claims.

11. Contemporaneous documents further confirm that e3's relationship with White River was formal, continuing, and integral to the sale of the Credits. e3's pre-purchase marketing

memorandum states that WRPCM formally approved e3 as a "distribution partner," asked e3 to build a network of downstream distribution partners, and allocated Credits to e3 for sale. The DocuSign records for Plaintiffs' Transaction likewise show that e3's "NATC Operations Team" originated the package containing White River's TCPA; completed documents were copied to White River personnel; e3 informed Plaintiffs that the purchase was not final until the wired funds had been received and confirmed by both e3 and White River; and e3 personnel described themselves to Plaintiffs as White River's "Sales Network Partner." Those coordinated activities required e3 to route Plaintiffs' Transaction through White River and gave rise directly to the claims asserted against e3 here.

12. Since the filing of the Complaint, Plaintiffs have located contemporaneous documents that confirm, no longer on information and belief, that e3 and White River (through its subsidiary White River Private Capital Management, LLC ("WRPCM")) were parties to a written non-disclosure agreement and a written marketing agreement, and that e3 had been formally approved by WRPCM as a "distribution partner" for the Credits. The March 28, 2024 Addendum to Plaintiffs' Tax Credit Purchase Agreement, executed via DocuSign Envelope ID 9EDF1F3D-8629-4698-A14F-AF040DB1A44D, expressly recites that the Credits "are offered to you per the NDA and marketing agreement that e3 Tax, LLC (dba e3 Family Office) has obtained from White River Energy Corporation to establish a distribution network." e3's own pre-purchase marketing memorandum, titled "Native American Tribe Trust Fund Federal Income Tax Credits (NATC)," which e3 delivered to Plaintiffs as part of the same DocuSign envelope, expressly acknowledges that "On January 26, 2024, WRPCM approved e3 Tax as a distribution partner to offer NATC to the public," that "White River Private Capital Management has asked e3 Tax/e3 Family Office to build out a network of distribution partners," and that the price at which purchasers could acquire

the Credits reflected "e3 Family Office's allocation from White River Energy Corporation." These are e3's own written admissions that e3 held a formally approved, contractually documented distribution and marketing role for White River, that WTRV/WRPCM tasked e3 with building White River's downstream sales network, and that e3's inventory of Credits was "allocated" to it by White River.

13. The same DocuSign Envelope 9EDF1F3D-8629-4698-A14F-AF040DB1A44D memorializes an integrated deal-closing workflow that placed e3 in continuous, structured, day-to-day operational contact with White River personnel. In that envelope: (a) e3's "NATC Operations Team" (natcteam@e3familyoffice.com), operating from IP address 76.3.70.198 in Kirkwood, Missouri, originated the envelope containing the White River-issued Tax Credit Purchase Agreement, thereby serving as the transaction's contracting agent; (b) upon Plaintiffs' countersignature, DocuSign delivered "COPIED" carbon-copy service of the completed envelope on March 28, 2024, at 2:36:05 p.m. Central Time to Suzanne Bond at sbond@white-river.com, a White River employee using White River's Arkansas-based corporate email domain, and, immediately thereafter, to Jessica Aubuchon of e3 (jaubuchon@e3familyoffice.com); (c) DocuSign transmittal messages from e3's "NATC Operations Team" to purchasers, including Plaintiffs, expressly stated that "the tax credit purchase order is not considered final until the wired funds have been received and confirmed by both e3 family OFFICE and White River Energy Corp," that is, joint transaction-closing sign-off by e3 and Arkansas-headquartered White River; and (d) e3 signed its purchaser-facing wire-instruction messages, including the April 5, 2024 message to Plaintiff, "Your Sales Network Partner: Jessica Aubuchon," a self-description consistent only with an ongoing sales-agency relationship with White River. That integrated workflow was not incidental; it was the standard e3/White River operating procedure for every

NATC transaction, and it required e3 to route each purchaser transaction through, and to obtain closing confirmation from, White River personnel in Arkansas.

14. Taken together, the Addendum's written admission of an NDA and marketing agreement with White River; WRPCM's January 26, 2024 formal approval of e3 as a "distribution partner"; White River's affirmative delegation to e3 of the task of "build[ing] out a network of distribution partners"; e3's own description of its inventory as an "allocation from White River Energy Corporation"; White River's admission (through its May 15, 2026 outside-counsel letter) of $5,000,000 to $10,000,000 in commissions and fees paid to e3 out of Arkansas-received purchaser proceeds; the integrated DocuSign closing workflow requiring joint e3/White River confirmation of every purchaser wire; and e3's routine coordination with named White River personnel using White River's Arkansas-based corporate email domain, together establish that e3's contacts with Arkansas were substantial, continuous, and structured, not random, fortuitous, or attenuated. The very transactions and communications between e3 and Arkansas-based White River gave rise to Plaintiffs' claims. Under these facts, it was entirely foreseeable to e3 that its conduct in this contractually documented distribution and marketing relationship, a relationship whose central purpose was to sell White River's Arkansas-administered Credits, and whose economic reward came out of Arkansas-received proceeds, could subject e3 to suit in Arkansas courts adjudicating the very transactions the relationship produced. Specific personal jurisdiction over e3 in this District is therefore constitutionally proper.

15. Plaintiffs' claims against e3 arise directly from this Arkansas-directed distribution relationship. In performing its role as White River's distribution partner, e3 made purchaser-facing representations concerning the validity, tax treatment, and protections associated with the Credits,

transmitted White River's transaction materials and payment instructions, and induced Plaintiffs to enter the Transaction and transfer $600,000 to White River.

16. In the alternative, e3 is bound by Section 9 of the Tax Credit Purchase Agreement as a non-signatory whose conduct is "closely related to the contractual relationship." Marano Enters. of Kan. v. Z-Teca Rests., L.P., 254 F.3d 753, 757–58 (8th Cir. 2001). e3 was White River's contractual marketing and distribution partner for the Credits; e3 was compensated from the proceeds of the very Tax Credit Purchase Agreements it caused Plaintiffs and other purchasers to sign; and e3 itself transmitted to Plaintiffs the Agreement containing the Section 9 forum-selection clause. Enforcement of that clause against e3 in this Court is therefore foreseeable and proper.

17. On October 30, 2025, Hale E. Sheppard, a partner at Eversheds Sutherland (US) LLP (the tax-defense counsel that e3 had engaged and paid to represent Plaintiffs in their IRS dispute concerning the Credits), sent Plaintiffs a written notice disclosing, for the first time, that "E3 Tax and certain affiliated companies are a pre-existing client of Eversheds Sutherland" and that Eversheds could no longer represent both e3 and its purchasers in the same matter because "the interests of individual clients, like you, might diverge at some point from the interests of E3 Tax, and if that happens, whether both can continue using ES as common legal counsel." Eversheds simultaneously coordinated the transfer of Plaintiffs' representation to Akerman LLP, whose fees were likewise initially paid by e3 as a "third-party payer." Eversheds' contemporaneous written recognition that e3's interests are adverse to those of its own purchasers, and Eversheds' role as common counsel to both sides until the conflict became untenable, is competent evidence that e3 and White River were not passive, arm's-length parties but rather a jointly-counseled sales-and-defense enterprise centered on White River's Arkansas-administered Credits.

18. Venue in this District is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in Washington County, Arkansas, and because the parties contractually agreed in Section 9 of the Tax Credit Purchase Agreement (defined below) that "[a]ny action brought by any Party against the other concerning the Transaction shall be brought only in the state or federal courts located in Washington County, Arkansas," and "irrevocably waive[d] any objection to jurisdiction and venue of any action instituted hereunder." Washington County is located within the Fayetteville Division of the Western District of Arkansas. See 28 U.S.C. § 83(b)(2).

19. The amount in controversy plainly exceeds $75,000. Plaintiffs paid $600,000 in connection with the Tax Credit Purchase Agreement and seek that amount in restitution and/or damages, plus consequential damages, prejudgment interest, punitive damages, and attorneys' fees.

III. PARTIES

20. Plaintiff Roman Zrazhevskiy is an individual residing at 18009 Ranchland Hills Vista, Jonestown, Texas 78645. Mr. Zrazhevskiy is a citizen of the State of Texas.

21. Plaintiff Tatiana Mironova is an individual residing at 18009 Ranchland Hills Vista, Jonestown, Texas 78645. Ms. Mironova is a citizen of the State of Texas. Ms. Mironova is Mr. Zrazhevskiy's spouse and joint owner of the funds transferred to White River and is the joint principal in interest in the transaction described herein.

22. Ms. Mironova has direct, personal standing to assert the claims set forth in this Complaint on multiple independent grounds. First, Ms. Mironova filed a joint federal income tax return with Mr. Zrazhevskiy for the 2023 tax year on which the Credits purchased under the Tax Credit Purchase Agreement were claimed. Ms. Mironova is jointly and severally liable with Mr.

Zrazhevskiy for the resulting tax deficiency assessed by the IRS upon its rejection of the Credits, together with any accuracy-related penalties assessed, interest accruing, and any additional penalties, including any penalty for a frivolous submission. Ms. Mironova has thus suffered a direct, personal, and cognizable injury as a proximate result of Defendants' conduct, independent of any injury to Mr. Zrazhevskiy. Second, Ms. Mironova is a community-property co-owner of the $600,000 in marital funds paid to White River in connection with the Transaction. Third, Ms. Mironova was an intended beneficiary of the Transaction, the purpose and effect of which was to reduce federal income tax liability on a joint federal income tax return jointly incurred by, and jointly benefiting, both spouses. Fourth, Ms. Mironova was, jointly with Mr. Zrazhevskiy, a client of Defendant e3, whose services, including tax preparation, bookkeeping, tax-strategy advice, and recommendation of the Transaction, were rendered for the benefit of the marital community. Ms. Mironova has independent standing to pursue each of the counts set forth in this Complaint on one or more of the foregoing grounds.

23. Defendant White River Energy Corp. is a Nevada corporation. Its principal executive offices are located at 609 W. Dickson Street, Suite 102G, Fayetteville, Arkansas 72701. White River's common stock trades over-the-counter under the ticker "WTRV."

24. Defendant Jay Puchir is, and at all relevant times was, the Chief Financial Officer ("CFO") of White River. Puchir is a Certified Public Accountant. Puchir was identified in the Tax Credit Purchase Agreement as White River's notice contact and executed the contemporaneous Mutual Non-Disclosure Agreement on White River's behalf in his capacity as Chief Financial Officer. In his role as CFO, Puchir had access to White River's company documents concerning the Credits. He later received the Cherokee Nation cease-and-desist letter concerning the Credits and participated in White River's December 19, 2024 investor call regarding the Credits.

25. Before Plaintiffs' March 28, 2024 purchase, Puchir personally executed contract documents on White River's behalf that were integral to the Credits distribution program under which the Credits were sold to Plaintiffs and other purchasers. In particular, on December 15, 2023, more than three months before Plaintiffs' purchase, Puchir executed on White River's behalf a Non-Disclosure Agreement with e3 as a precondition to e3's access to White River's confidential Credits-related information and its role as White River's marketing and distribution partner for the Credits. Puchir served as White River's Chief Financial Officer throughout the period during which White River publicly promoted the Credits, including at the time of White River's November 29, 2023 Current Report on Form 8-K describing the purported Cherokee Nation joint venture and White River's February 23, 2024 Current Report on Form 8-K representing that Treasury "registration numbers" had been received for the first two tranches of Credits.

26. Puchir's personal role in the promotion of the Credits before Plaintiffs' purchase was direct and substantive. On December 15, 2023, Puchir participated on White River's behalf in a due-diligence conference call with e3 Family Office concerning the Credits, along with Colin Cosgrove, the Chief Executive Officer of White River Private Capital Management LLC. On that call, Puchir made specific factual representations concerning the Credits, including that "20-25% of the $50 Million has been spoken for as of 12/15/2023"; that he was "not sure if the tax credits can be used for previous tax years"; and that White River was "not looking to advertise" the existence of the Credits through the purported partnership with the Cherokee Nation. Puchir made those representations to e3, an authorized distribution partner, knowing that e3 would use the information to solicit purchasers of the Credits, and John E. Moriarty of e3 reduced Puchir's statements to writing in notes titled "Due Diligence Call — White River Energy Corp (OTC Ticker: WTRV)" dated December 15, 2023, which Moriarty transmitted to Plaintiffs by email on

December 22, 2023. Plaintiff received and read those notes before he signed the Tax Credit Purchase Agreement on March 28, 2024. In addition, the December 2023 version of the Tax Credit Purchase Agreement, which White River provided to e3's data room following execution of the December 15, 2023 NDA, identified Puchir personally as the designated signatory for White River ("By: _____ Jay Puchir, Chief Financial Officer"). White River later substituted its Chief Executive Officer, Randy May, as the signatory on the March 28, 2024 form ultimately executed with Plaintiffs.

27. Defendant e3 Tax, LLC, doing business as e3 Family Office ("e3"), is a Missouri limited liability company with its principal place of business at 906 S. Kirkwood Road, Kirkwood, Missouri 63122. On information and belief, all members of e3 are citizens of the State of Missouri, and e3 is therefore a citizen of Missouri for diversity purposes. The Addendum to the Tax Credit Purchase Agreement that Plaintiffs signed expressly identifies "e3 Tax, LLC (dba e3 Family Office)" as the holder of the marketing and distribution agreement with White River for the Credits. At all times relevant, John E. Moriarty (e3's founder and president), Mark C. Schreiber, CPA (an e3 senior partner and Plaintiffs' tax adviser), and Jessica Aubuchon (e3's client service coordinator), among others, acted as actual or apparent agents, employees, partners, or principals of e3 and within the scope of that agency. e3 purposefully directed offering materials and transaction documents into Arkansas, coordinated wire transfers into Arkansas-based bank accounts, and acted in concert with the Arkansas-based Defendants for the purpose of causing harm in this District. Complete diversity exists between Plaintiffs and Defendant e3.

IV. FACTUAL ALLEGATIONS

A. The Tribal-Tax-Credit Scheme.

28. Beginning no later than 2023, White River and Puchir promoted and marketed the Credits as valid federal income tax credits purportedly issued by the U.S. Treasury to a Native American tribe and acquired by White River through a joint venture. White River publicly represented in SEC filings that it had received billions of dollars in such credits and had obtained rights to sell them to taxpayers.

29. White River's pre-sale representations concerning the source and validity of the Credits were reflected in its public SEC filings. On November 29, 2023, White River filed a Current Report on Form 8-K stating that it had entered into a joint venture through which it would gain access to federal income tax credits purportedly issued to the Cherokee Nation. On February 23, 2024, White River filed another Form 8-K stating that it had received Treasury "registration numbers" for the first two tranches of Credits and had retained a Washington, D.C. law firm to conduct due diligence and, if possible, issue a tax opinion.

30. White River and Puchir also disseminated purchaser-facing materials representing, among other things, that the Credits were valid and transferable federal income tax credits; that White River had acquired them through a Cherokee Nation-related joint venture; that purchasers could acquire the Credits at a substantial discount and apply them dollar-for-dollar against federal income tax liabilities; that the Credits had been registered with the U.S. Treasury and were supported, or would be supported, by legal and IRS review; that purchasers should claim the Credits on Form 1040, Schedule 3, Part II, Line 13z as "Native American Tax Credits via EIN 88-0827332"; and that White River would indemnify purchasers if the IRS rejected the Credits.

31. The Tax Credit Purchase Agreement itself, drafted by White River and signed by White River's Chief Financial Officer Jay Puchir, contains a WTRV-drafted contractual admission that the Credits are Cherokee Nation credits. The Agreement's WHEREAS recital provides: "the

Seller is willing to sell up to 500 units (the 'Units') of Cherokee Nation United States federal trust fund tax credits (the 'Credits') with a value of $100,000 per Unit … for a total Credit Value of $50,000,000 and total Credit Sales Price of $25,000,000 for all 500 Units." That WTRV-drafted contractual recital is a party admission that WTRV represented and warranted, in the operative contract, that the Credits were "Cherokee Nation United States federal trust fund tax credits." That representation was false. As pled in Section IV.C, above, the Cherokee Nation has disavowed any association with the Credits and, on information and belief, has sent White River a cease-and-desist letter demanding that White River stop representing the Cherokee Nation as the source, sponsor, or authorizer of the Credits. The United States Department of the Treasury and the Internal Revenue Service have both determined that the Credits do not exist. The contractual admission that the Credits are "Cherokee Nation" credits was, therefore, a false representation of present fact in the operative contract itself.

32. Post-purchase forensic review by Plaintiffs' successor tax counsel established that the "legal opinions" White River actually obtained in support of the Credits, and that White River had told purchasers, including Plaintiffs, were coming, consisted of only three short letters, each of which on its face contained express caveats and non-reliance disclaimers making it worthless as support for the Credits: (a) a five-page "Sovereign Tribal Credits Opinion Letter" from the Law Office of Brian Ettinger, PLLC, dated April 19, 2024 ("Ettinger Letter #1"), which stated that "the IRS code does not define these refundable credits" and that "[u]ntil a blanket legal opinion by the federal government is issued, there will always be an inherent risk to these third parties", and which further disclaimed that it "is not intended to create an attorney-client relationship with third party clients of White River Energy Corp and their reliance on this opinion letter needs to be vetted by said third parties and/or their CPA or tax lawyer"; (b) a two-page supplement from Mr. Ettinger

dated December 18, 2024 ("Ettinger Letter #2"), which added no new legal analysis and expressly acknowledged that "[b]ecause of the lack of the Department of Treasury's regulations and the Internal Revenue Service codifying sovereign tax credit issues this has created a chaotic situation regarding how sovereign tax credits are understood and reviewed by the Internal Revenue Service agents"; and (c) an eight-page "Tax Opinion for White River Energy Corp" from the Law Office of Bart S. Fisher dated June 21, 2024 (the "Fisher Letter"), which was expressly limited to White River as sole addressee, "This opinion is rendered only to, and may only be relied upon by, you, the addressee. This opinion may not be relied upon by any other person or entity," and which contained only generic references to Internal Revenue Code provisions and did not analyze the transaction documents governing Plaintiffs' purchase. White River never disclosed to Plaintiffs, pre-purchase, that (i) the "tax opinion" it was promising would contain these caveats, (ii) the opinions would expressly forbid third-party reliance, or (iii) White River's own retained counsel would characterize the Credits' status as a "chaotic situation" without Treasury or IRS codification. Each of these omissions was material and, had it been disclosed, would have caused Plaintiffs not to purchase the Credits.

B. Plaintiffs' Purchase.

33. On or about March 28, 2024, in reliance on Defendants' representations, Plaintiffs entered into a written Tax Credit Purchase Agreement with White River (the "Agreement", a true and correct copy of which, together with its Exhibit A (Banking Instructions) and its Exhibit B (Mutual Non-Disclosure Agreement), is attached hereto as Exhibit A and incorporated herein by reference).

34. The Agreement was executed in DocuSign envelope ID 9EDF1F3D-8629-4698-A14F-AF040DB1A44D, transmitted by White River's and its distribution partner's "NATC

Operations Team" operating from natcteam@e3familyoffice.com. White River's CFO, Defendant Puchir, executed the contemporaneous Mutual Non-Disclosure Agreement attached to the Agreement as Exhibit B on White River's behalf.

35. Section 1 of the Agreement provided: "The Seller agrees to sell and the Buyer agrees to purchase the Credits for the consideration contained in this Agreement and subject to the terms and conditions of this Agreement (the 'Transaction')." Section 2 of the Agreement set the total purchase price at $600,000 for $1,000,000 in face-value Credits.

36. In Section 3 of the Agreement, White River expressly represented and warranted to Plaintiffs, among other things, that "the Seller is the owner of the Credits, free of any claim, lien, security interest or encumbrance of any nature or kind and, as such, has the exclusive right and full power to sell, transfer and assign the Credits free of any such claim, lien, security interest or encumbrance," §3.1; that "[t]he Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder," §3.2; and that "[t]here are no actions, suits, or proceedings pending or, to the best of the Seller's knowledge, threatened, which could in any manner restrain or prevent the Seller from legally selling the Credits pursuant to the terms and provisions of this Agreement," §3.5.

37. Section 5.1(b) of the Agreement provided, in part, that "the Seller will indemnify, defend and hold harmless the Buyer in the event that the U.S. Internal Revenue Service… makes a final binding determination, and the United States Tax Court confirms such determination in whole or in part and the times to appeal have expired, that the Credits are not 100% valid resulting in any losses to Buyer, including without limitation by virtue of any disallowance or recapture with respect to the Credits."

38. Section 5.4 of the Agreement ("Tax Audit") requires the buyer to give White River notice of any IRS audit involving the Credits within two business days, and grants White River "the exclusive right to settle" and the right to direct the buyer's appellate posture, while requiring the buyer to take "all appropriate steps to contest any decisions of the IRS" and to "appeal to the appropriate tax court and/or federal appellate court following any adverse determination or ruling."

39. Section 9 of the Agreement contains a Nevada choice-of-law clause: "This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder… shall be governed by and interpreted according to the internal laws of the State of Nevada without regard to choice of law considerations." Section 9 also provides for exclusive jurisdiction and venue in the state or federal courts located in Washington County, Arkansas. Nevada law also governs the claims asserted against e3. Although e3 did not sign the Agreement, e3 was expressly identified in the Addendum as White River's distribution partner for the Credits and knowingly participated in, profited from, and helped effectuate the very Transaction governed by the Agreement's Nevada choice-of-law clause. e3, through its agents, marketed the Credits to Plaintiffs, represented that it had performed due diligence, advised Plaintiffs to proceed, transmitted transaction-related communications and documents, and induced Plaintiffs to enter the Agreement and wire funds. The claims against e3 are therefore transaction-based, arise from the same operative facts as the claims against White River, and are sufficiently intertwined with the Agreement and Transaction to warrant application of Nevada law. Independently, Nevada law applies under general choice-of-law principles because the Transaction centered on a Nevada corporation's sale of the purported Credits under a contract selecting Nevada law, and e3's alleged misconduct was directed to inducing and facilitating that same Nevada-governed Transaction.

40. Plaintiffs paid the full $600,000 purchase price by wire transfer to White River's Bank of America account identified in Exhibit A to the Agreement (Account No. ending in 9166), in two installments sent on April 4 and April 5, 2024, and confirmed received by White River on April 8, 2024.

41. In connection with the Agreement, Plaintiffs also signed an Addendum (the "Addendum") prepared by White River and its distribution agent fixing the price at $60,000 per unit for $100,000 in face-value Credits and confirming Plaintiffs' purchase of 10 units totaling $1,000,000 in face-value Credits. The Addendum was one component of a single DocuSign envelope (ID 9EDF1F3D-8629-4698-A14F-AF040DB1A44D) that e3 originated and transmitted to Plaintiffs for execution and that also contained (a) the Tax Credit Purchase Agreement, with its Section 9 Nevada choice-of-law and Arkansas exclusive-jurisdiction clause, and (b) the Mutual Non-Disclosure Agreement, with its Section 10 stand-alone Arkansas exclusive-jurisdiction consent. A true and correct copy of the complete DocuSign envelope, as executed, is attached hereto as Exhibit C and incorporated herein by reference. e3's origination and transmission of that envelope, containing those Arkansas-forum clauses, is further evidence that e3 knew or should have known that any litigation arising from the Transaction would be brought in the courts of Washington County, Arkansas.

C. Federal and Tribal Authorities Have Confirmed That the Credits Do Not Exist.

42. Defendants' representations that the Credits existed, were issued or recognized by the U.S. Treasury, were authorized by the Cherokee Nation, and could lawfully be used to offset federal income tax liability were false. On March 21, 2025, the IRS confirmed in writing to the U.S. Senate Committee on Finance that "these tax credits do not exist" and warned that taxpayers claiming nonexistent credits may be subject to penalties and examination. On August 7, 2025, the

IRS issued a procedural update instructing examiners to disallow "Tribal Tax Credit," "Sovereign Tribal Federal Tax Credit," and "Native American Tribal Credit" claims regardless of the documentation submitted.

43. The U.S. Department of the Treasury likewise stated publicly that "no such credits exist." The Cherokee Nation issued a cease-and-desist letter stating that it "did not authorize and is not associated with these tax credits" and was working with state and federal authorities to prevent further harm.

44. The Cherokee Nation, the tribe that White River and its distribution partners publicly identified as the source of the Credits, has affirmatively disavowed any association with the Credits. On information and belief, the Cherokee Nation issued and delivered to White River a formal cease-and-desist letter demanding that White River stop representing the Cherokee Nation as the source, sponsor, or authorizer of the Credits. That cease-and-desist letter has been referenced in contemporaneous communications from successor tax counsel evaluating White River's tribal-tax-credit program. The Cherokee Nation's cease-and-desist directly falsifies the centerpiece of Defendants' pre-sale representations that the Credits were "issued to the Cherokee Nation by the U.S. Treasury," "authorized by the Cherokee Nation," or otherwise blessed by, procured for, or belonging to the Cherokee Nation.

45. The sale of the Credits has also prompted federal investigation and related enforcement scrutiny. The U.S. Department of Justice and IRS Criminal Investigation opened a federal criminal investigation concerning White River's sale of the Credits, and U.S. Senator Ron Wyden subsequently urged the Securities and Exchange Commission to consider regulatory action concerning White River's disclosures and the Credits program. Other purchasers have likewise

reported IRS disallowance of the Credits and resulting penalties, and purchasers have pursued litigation seeking recovery of amounts paid to White River.

D. Plaintiffs' Demand for Rescission and White River's Refusal.

46. On April 16, 2026, through counsel, Plaintiffs demanded rescission of the Agreement, return of the $600,000 purchase price, and payment of all additional amounts necessary to make them whole. White River, through outside general counsel Brian Ettinger, refused. In its April 29, 2026 response, White River acknowledged that the IRS had rejected Plaintiffs' claim of the Credits but maintained that Plaintiffs should continue pursuing the Credits through IRS administrative and judicial processes while White River pursued its own "legal and political efforts."

47. Plaintiffs' tax counsel separately advised that further submissions asserting the Credits could be treated as frivolous and subject Plaintiffs to additional penalties under the Internal Revenue Code, and advised Plaintiffs to pay the outstanding tax and withdraw any pending IRS process rather than continue advancing the position.

48. On May 15, 2026, White River again denied Plaintiffs' demand but made additional material admissions, including that the Credits were "non-codified Tribal Tax Credits"; that the Taxpayer Advocate Service had handled other IRS denials involving the Credits; that numerous other claimants were similarly situated; that e3 had collected commissions and tax-planning fees totaling between $5 million and $10 million from Plaintiffs and other purchasers; and that White River reserved contribution and indemnity claims against e3 and Moriarty for their purchaser-facing distribution, diligence, and tax-support activities. White River also acknowledged that its contractual indemnification position under Section 5.1(b) depended on a final IRS determination, Tax Court confirmation, and expiration of appeal rights.

E. Asset-Diversion and Solvency Concerns.

49. White River has not filed a Form 10-K annual report with the SEC since June 29, 2023, and has not filed a Form 10-Q quarterly report since March 15, 2024. White River has missed at least eight consecutive quarterly periodic-report deadlines and has not filed any periodic report with the SEC since October 2024. The OTC Markets Group has flagged White River as "delinquent SEC reporting" and "not current in its reporting obligations under Section 13 or 15(d) of the Exchange Act." White River has publicly disclosed at least $24 million in proceeds from Credit sales, while the Senate Finance Committee's investigation indicates that aggregate proceeds may exceed $100 million.

50. On information and belief, White River and Puchir have transferred, depleted, and otherwise diverted Plaintiffs' funds and other purchasers' funds to insiders, related entities, and personal use, and lack the financial wherewithal to satisfy the indemnification obligation that they invoke as a justification for refusing to refund Plaintiffs.

51. On information and belief, Puchir dominated and controlled White River's finances and material operations, including its bank accounts, wire instructions, investor communications, and disposition of Credit-sale proceeds, and used that control in a manner that blurred the distinction between Puchir and the corporation. Plaintiffs therefore seek to hold Puchir liable under an alter-ego theory as alleged more fully below.

F. e3 Acted as White River's Promoter and Made Independent Misrepresentations to Plaintiffs.

52. Before Plaintiffs' purchase, White River and e3 entered into a formal marketing and distribution relationship concerning the Credits. The Addendum to the Tax Credit Purchase Agreement states that e3 had obtained from White River an "NDA and marketing agreement" to

"establish a distribution network" for the Credits. The purchaser-facing "Background on this Opportunity" materials likewise state that e3 was approved as a distribution partner to offer the Credits to the public and that White River Private Capital Management asked e3 to build out a network of distribution partners capable of educating prospective purchasers regarding the Credits and providing due-diligence information to purchasers and their financial professionals. Under that arrangement, e3 educated prospective purchasers, provided due-diligence information, facilitated preparation and execution of transaction documents, transmitted White River's wire instructions, and assisted with delivery of the purchaser's Credit certificate.

53. Plaintiffs were e3 clients at the time of the Transaction. e3, through Moriarty and Schreiber, acted as Plaintiffs' tax and financial adviser, introduced and recommended the Credits as a tax-mitigation strategy, and represented that it had performed due diligence on them. In its pre-purchase materials and communications, e3 made direct representations concerning the Credits' source, legal validity, tax treatment, IRS acceptance, purchaser protections, and manner of reporting on a federal income tax return.

54. On December 19, 2023, Jessica Aubuchon, acting on behalf of e3, transmitted to Plaintiffs an email titled "2023 End of Year Tax Strategy — Possible Tax CREDITS sourced by e3 Family Office for select clients," copying Mr. Moriarty, Mr. Schreiber, and Crystal Bridgeman. That email represented to Plaintiffs, inter alia, that: (a) the "source of these tax credits is the Cherokee Nation, and they are considered a Native American Tribe Trust Fund Tax Credit"; (b) authority for the Credits could be found "in the Internal Revenue Code under: Title 25, Chapter 4, Subchapter 3, Section 161A"; (c) the Credits provided "a 2 to 1 tax benefit or 2X multiple on your money when your 2023 federal personal tax return is filed"; and (d) White River had "acquired the rights to these tax credits" through a joint venture with the Cherokee Nation. Title 25 of the

United States Code is the Indian-Affairs title, not the Internal Revenue Code, and no "Section 161A" of Title 25 authorizes the "Native American Tribe Trust Fund Tax Credit."

55. On December 26, 2023, Mark C. Schreiber, CPA, e3's "Senior Partner & Registered Representative," sent Plaintiffs an email titled "Final Tax Strategy for 2023" recommending that Plaintiffs purchase the Credits, stating, inter alia, that "[w]e have completed our due diligence and are ready to move forward," that "[t]he Indian Tribal Trust Fund Credit (attached) is a 2-1 Credit (not a deduction)," that "[i]t is very rare for us to have access to this at a 50% discount but through John's contacts we have it available," and that Plaintiffs should select the "amount you want" and execute documents via DocuSign. The email further stated, "we are charging a due diligence fee of $10,000 for 3 units or more. This will be our total compensation."

56. On January 8, 2024, Mr. Schreiber wrote to Mr. Moriarty (copying Plaintiff Roman Zrazhevskiy), in response to Plaintiff's expressed concern about "the risk if White River going out of business in the scenario the tax credits are not approved by the IRS and White River not being able to pay back the investment," that "I indicated I am very comfortable with White River based on our due diligence and near 100% certain on the tax credit acceptance by the IRS."

57. Beginning in or around January 2024 and continuing through the closing of the Transaction, Mr. Moriarty also transmitted misrepresentations directly to Plaintiff Roman Zrazhevskiy by text message, including, inter alia, that "[t]here is nothing about these tax credits where they have to be 'approved' by the IRS," that "[t]his is not like a conservation easement where the IRS can challenge the valuation . . . these credits are already in the tax code . . . since the early 2000's actually," that "[t]he balance sheet of White [River] is backing the tax credits," that "[t]he PLR is only needed for institutional buyers of the credits," and that "the purchase agreement indemnifies the purchaser and there is audit protection."

58. Plaintiffs justifiably relied on e3's representations. Plaintiffs are not tax attorneys, tax accountants, or securities professionals. Plaintiffs engaged Mr. Schreiber as their CPA, and engaged e3 as a "family office" for tax-strategy advice, precisely because Plaintiffs were not qualified to evaluate complex tax-credit strategies independently. e3, Moriarty, and Schreiber held themselves out as having the expertise, the "due diligence," and the "contacts" necessary to evaluate the Credits, and Plaintiffs reposed trust and confidence in them on that basis.

G. The December 15, 2023 Due-Diligence Call and Post-Call Bait-and-Switch.

59. On December 15, 2023, before Plaintiffs' purchase of the Credits, White River, acting through Puchir and Colin Cosgrove (the CEO of White River Private Capital Management LLC), participated in a due-diligence conference call with e3 concerning the Credits. The call occurred contemporaneously with the December 15, 2023 execution of the Non-Disclosure Agreement between White River and e3 that Puchir signed on White River's behalf. Following the call, e3 was granted access to White River's confidential data room containing a form Tax Credit Purchase Agreement and wire instructions.

60. On December 22, 2023, Moriarty, on behalf of e3, transmitted to Plaintiff Roman Zrazhevskiy a written summary of the December 15, 2023 due-diligence call titled "Due Diligence Call — White River Energy Corp (OTC Ticker: WTRV)." The summary identified "Jay 'JP' Puchir, CFO" and Colin Cosgrove as White River's participants on the call, attached the December 2023 form Tax Credit Purchase Agreement, and communicated to Roman specific representations attributable to White River and to Puchir personally, including that: (a) "on November 22, 2023, White River Energy Corp . . . entered into a joint venture agreement . . . with a third party . . . , pursuant to which CP sold the Company $500,000,000 of United States federal income tax credits issued to a Native American tribe"; (b) "CP transferred $500,000,000 in tax credits on November

28, 2023 into the name and tax identification number of White River Energy Corp at the United States Treasury"; (c) "Native American Tribe Trust Fund Tax Credits" with authority purportedly found "in the Internal Revenue Code under: Title 25, Chapter 4, Subchapter 3, Section 161A"; (d) "The Cherokee Nation is the Native American tribe involved with White River on this particular tax credit strategy"; (e) "Jay Puchir indicated that 20-25% of the $50 Million has been spoken for as of 12/15/2023"; (f) "Jay Puchir is not sure if the tax credits can be used for previous tax years nor are they looking to advertise" the existence of these credits through the partnership with the Cherokee Nation"; (g) "White River is planning to indemnify all investors that if any tax credits are not accepted by the IRS that White River will repay the initial investment capital to the tax payer"; (h) "White River is offering $50 Million of tax credits to be purchased by 12/31/2023 at a 50% discount"; and (i) "White River plans to hire the law firm, Parker Poe to obtain a private letter ruling from the IRS." Roman received and read those written representations before executing the Tax Credit Purchase Agreement on March 28, 2024, and Plaintiffs relied on them in deciding to proceed with the Transaction.

61. The December 15, 2023 representations attributed to Puchir personally were false and misleading when made. Contrary to Puchir's statements: (a) the Credits did not legally exist and could not be "spoken for" at any level, because no provision of the Internal Revenue Code authorizes the existence, sale, or transfer of Native American Tribe Trust Fund Tax Credits or any similar credit; (b) Title 25 of the United States Code is the Indian-Affairs title, not the Internal Revenue Code, and no Section 161A of Title 25 authorizes such credits; (c) the Cherokee Nation had not authorized any joint venture with White River or any transfer of federal income tax credits to White River, as the Cherokee Nation confirmed in a subsequent public cease-and-desist letter; and (d) the "20-25% . . . spoken for" representation was calculated to create false urgency and

scarcity to induce prompt purchases. Puchir's further statement that White River was "not looking to advertise" the credits or the Cherokee Nation partnership was itself an admission by Puchir of consciousness that the program required concealment from the marketplace and from the tribe whose name White River was using.

62. First, White River materially modified the terms of indemnification. On the December 15, 2023 call and in the follow-up written notes, Puchir represented that White River's indemnity was unconditional, namely, that "if any tax credits are not accepted by the IRS . . . White River will repay the initial investment capital to the tax payer." The actual Tax Credit Purchase Agreement Plaintiffs signed on March 28, 2024, however, contains an indemnity provision in Section 5.1(b) that is expressly conditioned on "a final binding determination" by the IRS, "confirm[ation]" of that determination by the United States Tax Court, and expiration of all appeal periods, a sequence that, given the IRS's subsequent formal disallowance of the Credits and the Treasury Department's public position that the Credits do not exist, cannot ripen in Plaintiffs' favor. The written indemnity Plaintiffs received was materially less protective than what Puchir represented on and after the December 15, 2023 call.

63. Second, White River materially modified the price. On the December 15, 2023 call and in the follow-up notes, Puchir represented that the Credits were being offered at a "50% discount," that is, $50,000 per Unit of $100,000 in face-value Credits. The December 2023 form Tax Credit Purchase Agreement in the data room accessed by e3 confirmed those terms: 500 Units at $50,000 per Unit for a total Credit Sales Price of $25,000,000 across a total Credit Value of $50,000,000. The Addendum to the March 28, 2024 Tax Credit Purchase Agreement Plaintiffs signed, however, increased the per-Unit price to $60,000 for the same $100,000 in face-value Credits, a 40% discount, not the 50% discount Puchir originally represented. Plaintiffs paid

$600,000 for 10 Units. Had the pricing remained at the $50,000 per-Unit level Puchir represented, Plaintiffs would have paid $500,000 for the same 10 Units. Plaintiffs are therefore out an additional $100,000 attributable to the post-call price change alone.

64. The December 2023 form Tax Credit Purchase Agreement identified Puchir personally as White River's designated signatory ("By: _____ Jay Puchir, Chief Financial Officer"). By the time Plaintiffs executed the March 28, 2024 Tax Credit Purchase Agreement, however, White River had substituted its Chief Executive Officer, Randy May, as the signatory. On information and belief, that substitution was made to attempt to shield Puchir from personal exposure to the Credits transactions in which he had been personally, actively, and centrally involved from the earliest promotional stages.

H. e3's Contemporaneous Knowledge and Concealment of the Credits' Failure and Specific Damages.

65. After Plaintiffs' March 28, 2024 purchase, e3 continued to serve as Plaintiffs' tax adviser, family office, and accountant and prepared Plaintiffs' joint 2023 federal income tax return claiming the White River Credits. The return reflected a $995,767 claimed refund attributable to the Credits, which, on e3's advice, Plaintiffs applied forward as an estimated payment toward their 2024 federal income tax liability rather than receiving as a cash refund.

66. By November 20, 2024, e3 personnel had internally identified material problems with the Credits. On that date, Crystal Bridgeman, an Enrolled Agent and Senior Tax Manager at e3 Tax Services, prepared and circulated a 2024 tax projection for Plaintiffs whose internal notes stated: "APPLIED REFUND FROM 23 is resulting from WR credit — which we know will be issue. DO we need to make estim to cover this?"

67. On November 11, 2024, nine days before Bridgeman's November 20, 2024 internal tax projection, the Internal Revenue Service issued to Plaintiffs Notice CP23 (a tax-credit-discrepancy notice) with respect to the 2023 tax year that e3 had just filed. Notice CP23 disallowed the $1,000,000 in Credits Plaintiffs had claimed and assessed a balance due of $9,706.90. On information and belief, e3 received, or otherwise learned of, IRS Notice CP23 before November 20, 2024. e3 accordingly had a formal IRS disallowance in hand at the very moment that Bridgeman internally prepared, and Schreiber internally received, the November 20, 2024 tax projection quantifying Plaintiffs' loss. Neither Bridgeman nor Schreiber disclosed IRS Notice CP23, nor its existence, nor its substance, nor its arithmetic consequences, to Plaintiffs before Plaintiffs independently learned of the problems with the Credits from Hale Sheppard on April 18, 2025, more than five months later. The intervening December 2024 letter e3 sent to the IRS on Plaintiffs' behalf (of which Plaintiffs were not sent a copy) attempted to defend the Credits against CP23, but that fact was likewise never disclosed to Plaintiffs. Successive IRS interim letters (Letter 2645C dated January 29, 2025; Letter 2644C dated April 1, 2025, June 3, 2025, October 7, 2025, December 9, 2025, and February 10, 2026), IRS Notices CP503 (March 10, 2025) and CP504 (May 5, 2025), and the IRS's ultimate Letters 105C (Notice of Disallowance) dated August 7, 2025 and March 20, 2026, all confirm that the CP23 disallowance was correct and that e3's post-CP23 defense of the Credits was unsuccessful.

68. Six days later, Schreiber transmitted the projection to Roman without disclosing e3's internally documented concerns about the White River Credits or the resulting effect on Plaintiffs' 2023 and 2024 tax positions. Instead, Schreiber immediately solicited Plaintiffs to participate in another fee-generating tax strategy, Here2There, emphasizing that the opportunity was filling up and closing soon.

69. Before Plaintiffs independently learned of the problems with the Credits, e3 did not disclose the concerns reflected in its internal November 20, 2024 materials and continued to provide tax-advisory services and solicit additional tax-strategy business from Plaintiffs.

70. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered specific and quantifiable damages, including but not limited to: (a) the $600,000 purchase price paid for the Credits; (b) the $995,767 federal tax deficiency attributable to the disallowed Credits claimed on Plaintiffs' 2023 joint federal income tax return; (c) at least $586,633 in additional 2024 federal tax liability that resulted from the inability to apply the $995,767 credit-based refund as a 2024 estimated payment (as reflected in e3's own November 20, 2024 tax projection); (d) an additional $100,000 attributable to the pricing bait-and-switch (10 Units × $10,000 per-Unit price increase from the December 2023 pitch to the March 2024 execution); (e) accuracy-related and other penalties assessed or to be assessed under Internal Revenue Code provisions; (f) interest accruing; (g) professional fees paid to e3 (including the $10,000 due-diligence fee), tax counsel, accountants, and other advisers to address the failure of the Credits; and (h) prejudgment interest.

71. Plaintiffs first received substantive disclosure of the IRS's rejection of the Credits and the federal government's position that the Credits do not exist on April 18, 2025, when Hale Sheppard of Eversheds Sutherland, whom e3 had retained to represent Plaintiffs in IRS matters concerning the Credits, informed both Plaintiffs that Treasury and the IRS had stated that the Credits did not exist and that the Cherokee Nation had disavowed any association with them. The April 18, 2025 email marks the earliest date on which Plaintiffs had actual knowledge, or through the exercise of reasonable diligence could have discovered, the falsity of the Misrepresentations. Tatiana Mironova was individually addressed on that communication and responded contemporaneously to the disclosure.

72. Later on the same day, April 18, 2025, John Moriarty of e3 sent Plaintiffs a follow-up email that made three additional material misrepresentations, apparently designed to minimize Sheppard's disclosure and to prevent Plaintiffs from taking further steps against e3 or White River. Specifically, Moriarty represented to Plaintiffs on April 18, 2025 that: (a) "As we mentioned in the very beginning of this process, we were to understand that these tax credits were not 'codified' (in the IRS tax code) but have been used in prior years for economic development projects related to specific tribal entities." That statement was false. Neither e3 nor White River disclosed to Plaintiffs before the March 28, 2024 purchase that the Credits were "not codified" in the Internal Revenue Code; on the contrary, the December 19, 2023 Aubuchon email and the December 15, 2023 due-diligence-call notes affirmatively represented to Plaintiffs that authority for the Credits could be found "in the Internal Revenue Code under: Title 25, Chapter 4, Subchapter 3, Section 161A." Moriarty (b) represented that "White River has filed all of this information in their public 8-K and 10-Q filings with the SEC." That statement was materially false and misleading. As White River has admitted in these proceedings, White River had filed no Form 10-K annual report since June 29, 2023 and no Form 10-Q quarterly report since March 15, 2024; OTC Markets Group had publicly identified White River as "delinquent SEC reporting." Moriarty (c) represented that "if for some reason these tax credits are not accepted for a taxpayer, White River's purchase agreement provides a return of original capital." That statement was materially false and misleading. Section 5.1(b) of the Agreement expressly conditions any return of capital on a "final binding determination" by the IRS, "confirm[ation]" by the United States Tax Court, and expiration of all appeal rights, a sequence that, given the IRS's and Treasury's public position, cannot ripen in Plaintiffs' favor.

73. On September 9, 2025, John Moriarty on behalf of e3 sent Plaintiffs a mass client communication titled "Information related to your tribal tax credit purchase – Update from e3 Tax." The September 9, 2025 update contained material admissions confirming e3's contemporaneous knowledge that the Credits were failing. Among other things, Moriarty acknowledged that "there have been other clients who have received disallowance notices and correspondence from the IRS indicating that these tax credits do not exist in their system and therefore cannot be processed." Moriarty further acknowledged that e3 was "waiting for the outcome of White River's private letter ruling (PLR) application with the IRS," even though no PLR had been issued, and on information and belief no PLR application had been filed, before Plaintiffs' March 28, 2024 purchase. The PLR application was not filed until July 14, 2025, more than fifteen months after Plaintiffs' purchase and long after Puchir had represented in December 2023 that White River "plan[ned] to hire the law firm, Parker Poe to obtain a private letter ruling."

74. On or about October 6, 2025, Plaintiffs received Internal Revenue Service Notice CP14 (a Notice of Balance Due) assessing tax, penalties, and interest against Plaintiffs' joint 2023 federal income tax return arising from the disallowance of the Credits. Plaintiffs immediately forwarded the CP14 Notice to e3 with the message: "Please see the attached and advise. Is this a penalty for the issue with White River? If so, White River should cover this with their insurance, correct?" On October 7, 2025, John Moriarty responded on behalf of e3 to Plaintiff Zrazhevskiy and to Eversheds Sutherland tax counsel confirming that the IRS matter concerned the "continued process of challenging the disallowance of your 2023 tax credits," a direct admission that the IRS had formally disallowed the very Credits Plaintiffs had purchased from White River.

75. At all times between Plaintiffs' March 28, 2024 purchase and Sheppard's April 18, 2025 disclosure, Plaintiffs did not have and could not with the exercise of reasonable diligence

have discovered the facts constituting the Misrepresentations, the fraud, or the falsity of the Credits' promised character. e3, White River, and Puchir each affirmatively concealed those facts through the course of conduct alleged herein, including Moriarty's April 18, 2025 misrepresentations to Plaintiffs (which retroactively fabricated a pre-sale disclosure that had never occurred, misrepresented White River's SEC-filing status, and misrepresented the terms of the Agreement's indemnification). Under Nevada's discovery rule and equitable-tolling doctrines, all of Plaintiffs' claims accrued no earlier than April 18, 2025 and are timely.

76. The $600,000 purchase price was transmitted to White River by wire transfer to White River's Bank of America Account No. ending in 9166 in two installments: $500,000 on April 4, 2024, and $100,000 on April 5, 2024. Both wires were confirmed received by White River on April 8, 2024.

77. On April 14, 2025, U.S. Senators Ron Wyden (then-Ranking Member of the Senate Committee on Finance) and Catherine Cortez Masto sent a letter to Acting IRS Commissioner Melanie Krause calling on the IRS to initiate a criminal investigation of the promoters of the tribal-tax-credit scheme, expressly naming Defendant e3 Family Office (along with White River, Nepsis Inc., Nepsis Tax Advisors LLP, Quartermaster Tax, Lifetime Advisors, and Lifetime Navigators) as promoters of the scheme. The April 14, 2025 letter states that the IRS confirmed to the Committee on March 21, 2025 that "these tax credits do not exist," that taxpayers who claim them "are subject to penalties and possible examination," and that "promoters of these credits may be subject to civil or criminal penalties." The letter identifies the potential criminal exposure of promoters under, inter alia, 18 U.S.C. § 371 (conspiracy to defraud the United States), 26 U.S.C. § 7206(2) (aiding and assisting in the preparation of false tax returns), and 18 U.S.C. § 1343 (wire fraud).

78. Beginning in or about March or April 2026, e3 unilaterally ceased paying the legal fees it had previously paid to Eversheds Sutherland to defend Plaintiffs' Collection Due Process hearings before the IRS. e3 announced that it would fund only two or three "test cases" to establish a disallowance baseline and would abandon defense of the remaining CDP hearings for other similarly situated e3 clients, including Plaintiffs. e3 also transmitted to Plaintiffs a template letter for Plaintiffs to submit a formal indemnification and refund claim against White River, an implicit acknowledgment by e3 that the Credits were not going to be honored and that its clients would need to pursue recovery from White River directly. Plaintiffs' independent tax counsel ultimately advised that continued CDP submissions risked penalties for frivolous submissions under 26 U.S.C. § 6702 (up to $5,000) and possible criminal referral. Plaintiffs, on advice of counsel, therefore withdrew their CDP requests and paid the IRS-assessed balances, sustaining direct out-of-pocket losses in addition to those already alleged herein.

79. On April 16, 2025, two days after the Wyden/Cortez Masto letter to the IRS Commissioner, White River issued a public press release, attributed to and quoting Puchir personally as Chief Financial Officer, containing several material admissions further supporting Plaintiffs' claims. Specifically, in the April 16, 2025 press release White River admitted: (a) that "our attorney formally requested a legal opinion on the validity of these credits by the US Treasury in July 2023, which was never responded to by the US Treasury," an admission that White River sold the Credits to Plaintiffs and other purchasers notwithstanding that it had never obtained the very Treasury validation on which the offering was premised; and (b) that White River had requested "subsequent in-person meetings with multiple government agencies regarding these credits, including but not limited to the US Treasury and Bureau of Indian Affairs, only to have

these meetings either declined or cancelled at the last moment by federal government officials," an admission that no federal regulator ever validated the Credits.

80. In the same April 16, 2025 press release, Puchir personally, in his capacity as Chief Financial Officer, publicly doubled down on the Credits and rejected any prospect of refund. Puchir was quoted attacking the Senate Finance Committee and the media on political grounds and stating that White River was "prepared to publicly defend our position, including but not limited to, lawsuits against the federal government, various elected officials, and various media publications." Puchir's public April 16, 2025 statements confirm his continuing personal role as White River's decision-maker with respect to the Credits and confirm that White River, through Puchir, elected to invest resources in public and legal counter-attacks against critics rather than refund Plaintiffs and other purchasers.

COUNT I

Breach of Contract (Against White River)

81. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

82. The Agreement is a valid and enforceable contract between Plaintiffs and White River. Plaintiffs performed all of their obligations under the Agreement, including by wiring the full $600,000 purchase price to White River.

83. White River materially breached the Agreement, including by breaching the express representations and warranties in Section 3 of the Agreement, by selling Plaintiffs purported Credits that do not legally exist, that White River had no right or power to sell, transfer, or assign, and which the IRS has formally instructed examiners to disallow as part of a "Tribal Tax Credit Scheme." White River's representations and warranties under §§3.1, 3.2, and 3.5 of the

Agreement, that White River was "the owner of the Credits, free of any claim, lien, security interest or encumbrance," had "the exclusive right and full power to sell, transfer and assign the Credits," had "full power and authority" to perform the Agreement, and was not subject to any "actions, suits, or proceedings" that could prevent it from "legally selling the Credits," were untrue at the time made and at the time of closing, and White River has refused to make Plaintiffs whole.

84. White River separately breached Section 3.6 of the Agreement. Section 3.6 is a Seller representation and warranty that reads, in full: "The Seller has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to the Transaction." That representation and warranty was false when made and remained false at closing. In its own outside-general-counsel letter of May 15, 2026, White River admitted that it had paid e3 commissions, distribution fees, and a tax-planning fee, measured as a percentage of gross proceeds of the Credits sales, totaling between $5,000,000 and $10,000,000 out of purchaser funds. Because e3 was serving as a broker, finder, and/or agent in the sale of the Credits (as separately pled in Section II above and in Section IV.F below), and because White River in fact owed and paid e3 substantial fees or commissions with respect to the Transaction, White River's Section 3.6 representation and warranty was materially false. The breach entitles Plaintiffs to indemnification under Section 5.1(a) (General Indemnification, which covers "any breach by the Seller of any of the Seller's representations, warranties and/or covenants contained herein") and to rescission, restitution, and consequential damages under Nevada law.

85. White River further breached the Agreement by failing and refusing to deliver to Plaintiffs the lawful, valid, and transferable federal income tax credits that the Agreement purported to convey, and by failing and refusing to indemnify Plaintiffs upon the IRS's effective rejection of the Credits.

86. As a direct and proximate result of White River's breaches, Plaintiffs have suffered damages in an amount to be proven at trial, including but not limited to the $600,000 purchase price, prejudgment interest, consequential damages, professional fees and costs incurred in addressing the IRS's rejection of the Credits, and any tax penalties or related amounts assessed against Plaintiffs in connection with their attempt to claim the Credits.

COUNT II

Breach of Express Warranty (Against White River)

87. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

88. A claim for breach of express warranty may be pleaded separately from a claim for breach of contract under Nevada law, even where the claims arise from the same contractual transaction and overlapping conduct. Whiting-Turner Contracting Co. v. Mollerup Glass Co., No. 2:25-cv-00111-ART-DJA, Order at 7-9 (D. Nev. Jan. 23, 2026). Here, Count II is based specifically on White River's breach of the express representations and warranties contained in Section 3 of the TCPA, whereas Count I alleges White River's broader failure to perform its contractual obligations under the TCPA.

89. White River expressly warranted, among other things, that it owned the Credits, possessed the exclusive right and full power to sell and transfer them, had full authority to perform the TCPA, and knew of no pending or threatened proceeding that could prevent it from legally selling the Credits. Those express warranties were material inducements to the Transaction and were false when made for the reasons alleged herein.

90. Section 3 of the Agreement contains express written representations and warranties made by White River to Plaintiffs as part of the Transaction, including those quoted above in

§§3.1, 3.2, and 3.5. Section 5.1 separately contains White River's indemnification obligations. The Section 3 representations and warranties were a material part of the inducement for Plaintiffs to enter the Agreement and pay $600,000.

91. Each of the foregoing representations and warranties was false when made and remained false at the time of closing. White River was not "the owner of the Credits, free of any claim, lien, security interest or encumbrance," because no such credits existed for it to own; White River had no "exclusive right and full power to sell, transfer and assign" non-existent credits; and White River lacked the legal right and authority to sell the Credits. Subsequent governmental and tribal actions, including the federal criminal investigation and the Cherokee Nation's cease-and-desist, confirmed that White River could not lawfully sell the Credits as represented.

92. Plaintiffs were damaged as a direct and proximate result of White River's breach of those express warranties in an amount to be proven at trial, including but not limited to the full $600,000 purchase price, consequential damages, prejudgment interest, professional fees, and tax-related amounts described above.

COUNT III

Breach of the Implied Covenant of Good Faith and Fair Dealing (Against White River)

93. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

94. This Count is pleaded in the alternative to Count I. Even if White River did not technically violate the express language of Sections 5.1 and 5.4 of the TCPA, White River breached the implied covenant of good faith and fair dealing by exercising the discretion granted to it under those provisions in a manner that frustrated Plaintiffs' right to receive the benefit of the Transaction.

95. White River breached its implied covenant of good faith and fair dealing by, among other things: (a) drafting and inserting into the Agreement an indemnification provision (§5.1(b)) that conditions payment on a "final binding determination" "confirm[ed]" by the United States Tax Court, a condition that, given the IRS's formal disallowance of the Credits and the Treasury Department's public position that no such credits exist, can never be satisfied; (b) drafting and inserting into the Agreement a "Tax Audit" provision (§5.4) that purports to require Plaintiffs to contest the validity of the Credits at White River's direction notwithstanding that Plaintiffs' tax counsel has advised that doing so risks frivolous-submission penalties; (c) refusing to refund Plaintiffs' money after the IRS confirmed that the Credits do not exist; and (d) instructing Plaintiffs through outside counsel to "wait and see" while White River pursues "legal and political efforts" against the IRS, despite knowing those efforts are highly unlikely to succeed and that delay further depletes the corporation's ability to make Plaintiffs whole.

96. By exercising its contractual discretion in that manner, White River acted contrary to the purpose and spirit of the TCPA and deprived Plaintiffs of the benefit they reasonably expected from the agreement. White River's conduct contravenes the spirit and intent of the Agreement and Plaintiffs' justified expectations. Plaintiffs have suffered damages as a direct and proximate result, in an amount to be proven at trial.

COUNT IV

Unjust Enrichment / Restitution (Against All Defendants) (Pleaded in the Alternative)

97. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein. This Count is pleaded solely in the alternative pursuant to Federal Rule of Civil Procedure 8(d), and only in the event the Court determines that the TCPA is void, voidable,

rescinded, unenforceable, or otherwise does not govern Plaintiffs' right to restitution of the funds paid in connection with the Transaction.

98. Plaintiffs conferred a benefit on White River and, on information and belief, on Puchir, in the form of the $600,000 wired to White River's Bank of America Account No. ending in 9166. Defendants appreciated and accepted that benefit and continue to retain it.

99. It would be inequitable for Defendants to retain the $600,000 because Defendants delivered nothing of legal value in return: the purported Credits do not exist as a matter of federal tax law, are formally disallowed by the IRS, and were never authorized by the Cherokee Nation.

100. Plaintiffs are aware that Nevada generally does not permit unjust-enrichment recovery where an express written contract governs the same subject matter. This count is therefore pleaded strictly in the alternative to Counts I through III. To the extent that the Court determines that the Agreement is void, voidable, unenforceable, illegal, rescinded, or otherwise does not provide an adequate legal remedy, Plaintiffs are entitled to restitution of the $600,000, plus prejudgment interest, on a theory of unjust enrichment.

COUNT V

Fraud in the Inducement (Against Defendant White River Energy Corp)

101. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

102. Causes of action for fraud in the inducement and breach of contract may be pursued as distinct claims with separate and consistent remedies. Nevada law permits a fraudulent-inducement claim that does not merely contradict the express terms of an integrated contract, and extrinsic or oral evidence is admissible to prove fraud in the inducement of an agreement, notwithstanding the parol-evidence rule.

103. Before and during March 2024, Defendants made or caused to be communicated to Plaintiffs the following representations in connection with the Transaction (the "Misrepresentations"). On March 28, 2024, in the TCPA presented to Roman for execution, White River expressly represented and warranted, for the purpose of inducing Roman to enter the Transaction and pay the $600,000 purchase price, that: (a) White River was "the owner of the Credits, free of any claim, lien, security interest or encumbrance," Agreement § 3.1; (b) White River had "the exclusive right and full power to sell, transfer and assign the Credits," id.; (c) White River had "full power and authority" to perform the Agreement, id. § 3.2; and (d) there were no actions, suits, or proceedings, pending or threatened, that could prevent White River from "legally selling the Credits," id. § 3.5. In addition, purchaser-facing materials and communications transmitted before the Transaction represented that: (e) the Credits were valid federal income tax credits issued to a Native American tribe by the U.S. Treasury and lawfully transferable to U.S. taxpayers; (f) purchasers should claim the Credits on Form 1040, Schedule 3, Part II, Line 13z as "Native American Tax Credits via EIN 88-0827332"; (g) the Credits would offset the purchaser's federal income tax liability dollar-for-dollar; (h) the Credits had been registered with the U.S. Treasury and were the subject of, or would imminently be supported by, a tax opinion from a Washington, D.C. law firm and a forthcoming private letter ruling from the IRS; and (i) purchasers were protected by White River's indemnification.

104. The Misrepresentations identified in subparagraphs (a) through (d) were made directly by White River in the TCPA. The additional Misrepresentations identified in subparagraphs (e) through (i) were communicated to Plaintiffs through the purchaser-facing materials and communications described above, including the NATC "Background on this Opportunity" materials and e3's purchaser communications. Plaintiffs allege those statements

against White River only to the extent White River made, supplied, authorized, approved, or ratified them, as further alleged herein.

105. The Misrepresentations were false. Among other things, White River did not own valid and lawfully transferable federal income tax credits of the character represented to Plaintiffs and therefore did not possess the ownership rights, exclusive power of transfer, or authority represented in Sections 3.1 and 3.2 of the TCPA. The Credits were not valid federal income tax credits issued by the United States Treasury to the Cherokee Nation and lawfully transferred through White River for use by individual taxpayers in the manner represented to Plaintiffs. The filing instructions, claimed dollar-for-dollar tax benefit, and representations concerning Treasury registration, legal support, and the protections afforded purchasers were materially false or misleading for the reasons alleged above; no provision of the Internal Revenue Code authorizes the existence, sale, or transfer of "Tribal Tax Credits," "Sovereign Tribal Federal Tax Credits," or "Native American Tribal Credits"; the Treasury Department has confirmed that no such credits exist; the IRS has formally instructed examiners to disallow such credits as part of a "Tribal Tax Credit Scheme"; the Cherokee Nation did not authorize, and is not associated with, the program; and the DOJ has opened a criminal investigation into the very sales transaction at issue.

106. White River made the Misrepresentations through (i) the offering and marketing materials it caused to be transmitted to Plaintiffs in connection with the Transaction, including the Agreement, the Addendum, and the "Background on this Opportunity" / NATC explanatory materials packaged with the Agreement; (ii) its execution and delivery of the Agreement and the Addendum, including the express representations and warranties in Sections 3.1, 3.2, 3.5, and 5.1(b); and (iii) its continuing failure to correct or retract the Misrepresentations after federal authorities publicly disclosed their position that the Credits do not exist.

107. At the time the Misrepresentations were made, White River knew that the representations were false or misleading or, at minimum, lacked a sufficient factual and legal basis for making them. White River possessed or had access to the information concerning the purported source, ownership, issuance, transferability, and legal basis of the Credits on which its representations necessarily depended. As the entity purporting to own and sell the Credits, White River was in a position to know whether the Credits had actually been issued by the United States Treasury, whether the Cherokee Nation had validly transferred them, whether federal law authorized their transfer to individual taxpayers, and whether White River possessed the ownership and authority it expressly warranted in the TCPA.

108. White River's knowledge is imputed from the knowledge of its officers, including its CFO Puchir, who is a Certified Public Accountant, who had access to the underlying documentation (or absence thereof) supporting the Credits, and who received the Cherokee Nation's cease-and-desist letter and was on notice of the Treasury Department's public statements. After Bloomberg published "Rich People buy Tax Credits Treasury Says Don't Exist" on December 19, 2024, Puchir hosted an investor call on White River's behalf during which one financial advisor stated that "every single one" of the Credits sold by him was being rejected by the IRS; that information was known to White River through Puchir and was not corrected. White River nonetheless continued to sell the Credits and continued to retain purchaser proceeds, including the proceeds it had previously received from Plaintiffs.

109. White River made the Misrepresentations with the intent that Plaintiffs rely on them and to induce Plaintiffs to enter the Agreement and to wire $600,000 to White River's account based on the Misrepresentations. Plaintiffs were the intended recipients of the offering materials and were the intended payors under the Agreement.

110. Plaintiffs justifiably relied on the Misrepresentations. Plaintiffs are not tax attorneys, accountants, or securities professionals, and they had no reason to suspect that a publicly traded company and its CPA-CFO were marketing a product that the U.S. Treasury and IRS would later confirm "do[es] not exist."

111. Plaintiffs actually and justifiably relied upon the Misrepresentations in deciding to enter the TCPA and cause the $600,000 purchase price to be paid to White River. Among other things, Plaintiffs relied upon White River's express representations concerning its ownership of the Credits, its legal right and authority to transfer them, and the legal validity and usability of the Credits. The TCPA itself expressly preserved the Buyer's reliance upon White River's representations, warranties, and covenants notwithstanding any independent investigation undertaken by the Buyer.

112. Had Plaintiffs known that White River did not own valid and lawfully transferable federal income tax credits, lacked the legal right or authority represented, or lacked a sufficient factual and legal basis for the representations concerning the Credits, they would not have entered the TCPA or caused the $600,000 purchase price to be paid to White River.

113. Section 4.6 of the Agreement does not bar this claim. The fraud claim is not premised on extra-contractual statements that contradict the Agreement; it is premised on the falsity of White River's own express representations and warranties in Sections 3.1, 3.2, 3.5, and 5.1(b), on which Section 4.6 expressly permits Plaintiffs to rely ("except that the Buyer has relied upon the Seller's express representations, warranties and covenants in this Agreement"). Nevada law also permits fraud-in-the-inducement claims notwithstanding an integration clause where, as here, the fraud does not merely contradict the Agreement's express terms. Extrinsic evidence is admissible to prove fraud in the inducement notwithstanding the parol-evidence rule. In any event,

a non-reliance clause cannot, as a matter of Nevada law and basic equity, insulate a seller from fraud about the existence or legal validity of the subject matter of the contract.

114. Plaintiffs have been damaged as a direct and proximate result of the Misrepresentations in an amount to be proven at trial, including the $600,000 purchase price; consequential damages, including but not limited to professional fees, IRS-related penalties and interest, and the costs of pursuing rescission and restitution; prejudgment interest; and punitive damages. White River's conduct was willful, malicious, and oppressive within the meaning of NRS 42.005, justifying an award of punitive damages.

COUNT VI

Negligent Misrepresentation (Against Defendant White River Energy Corp) (Pleaded in the Alternative)

115. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

116. This Count is pleaded in the alternative to Count V. If White River did not know that the representations identified above were false or misleading, White River nevertheless failed to exercise reasonable care or competence in obtaining and communicating the information on which those representations were based.

117. White River supplied false information for the guidance of Plaintiffs in a transaction in which White River had a pecuniary interest, the sale of the Credits to Plaintiffs. Among other things, White River represented that it owned the Credits, possessed the exclusive right and legal authority to transfer them, and could lawfully sell them for use against Roman's federal income-tax liability.

118. White River failed to exercise reasonable care or competence in obtaining or communicating the information, including by failing to verify (a) whether any provision of the Internal Revenue Code authorized the sale or transfer of the Credits; (b) whether the Cherokee Nation had authorized the program; and (c) whether the Credits had been registered with the U.S. Treasury, before marketing and selling the Credits as valid federal income tax credits.

119. The information White River supplied was materially false or misleading for the reasons alleged above, including the factual allegations concerning the nonexistence, non-transferability, and IRS disallowance of the Credits and the allegations in Paragraph 98. White River supplied that information to guide Plaintiffs' decision whether to enter the Transaction, and White River expected and intended that prospective purchasers such as Plaintiffs would use the information for that purpose.

120. Plaintiffs justifiably relied on the false information and have suffered pecuniary loss as a result, including the $600,000 purchase price, consequential damages, professional fees, and tax-related amounts described above.

COUNT VII

Alter Ego / Piercing the Corporate Veil (Against Defendant Jay Puchir)

121. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

122. On information and belief, White River is influenced and governed by Defendant Puchir. Puchir is the CFO; signs material agreements; controls the corporation's bank accounts and wire instructions; controls investor communications; and exercises practical control over the corporation's day-to-day operations and the disposition of its funds, including the $600,000 paid by Plaintiffs.

123. On information and belief, there is such a unity of interest and ownership between Puchir and White River that the two are inseparable. Among other things, Puchir has caused White River to fail to file required SEC periodic reports for more than two years, has caused White River to disregard the corporate formalities that would protect public investors and counterparties, has commingled and diverted corporate funds, and has caused White River to be undercapitalized in light of the Credits-sale liabilities he caused it to incur.

124. Adherence to the corporate fiction of White River as a separate entity, under the circumstances of this case, would sanction the fraud described in this Complaint and would promote a manifest injustice to Plaintiffs and to other defrauded purchasers.

125. On information and belief, Puchir personally owns, or beneficially owns through affiliated entities, a substantial equity interest in White River, including through restricted stock grants, insider compensation arrangements, and other equity-based compensation customarily awarded to a chief financial officer of a small-capitalization OTCQB-listed reporting company. The precise scope of Puchir's equity holdings is within Defendants' exclusive knowledge and will be established through discovery of White River's books and records, its equity plans, and Puchir's Form 4 and Section 16 filings.

126. On information and belief, White River has failed to observe corporate formalities appropriate to a publicly held reporting company in the following specific respects: (a) White River has failed to file any Form 10-K annual report with the U.S. Securities and Exchange Commission since June 29, 2023, and has failed to file any Form 10-Q quarterly report since March 15, 2024, notwithstanding that its common stock trades on the OTCQB market and its filing obligations under Section 13 or 15(d) of the Securities Exchange Act of 1934 continue in effect; (b) OTC Markets Group has publicly identified White River as "delinquent SEC reporting" and

"not current in its reporting obligations"; (c) White River has failed to hold or has not held required annual shareholder meetings on schedule; (d) White River has failed to maintain a functioning independent audit committee; and (e) White River has failed to maintain adequate corporate records reflecting the joint-venture transactions on which the Credits allegedly rest, including the identity and authority of the "CP" counter-party referenced in White River's November 29, 2023 Current Report on Form 8-K.

127. On information and belief, White River is undercapitalized in relation to the magnitude of the Credits-sale liabilities Puchir has caused the corporation to incur. According to the Senate Finance Committee's investigation, White River's aggregate Credits-sale proceeds may exceed $100 million, while White River's SEC-disclosed operating assets, before its cessation of periodic reporting, were a small fraction of that amount. On information and belief, Puchir, through his control over White River's bank accounts and disbursement authority, has caused corporate funds received from Credits purchasers to be commingled with, and diverted to, insiders and related-party entities including entities in which Puchir has or had a personal financial interest, leaving White River without the wherewithal to satisfy refund obligations to purchasers such as Plaintiffs.

128. Puchir's domination of White River and the alter-ego facts pleaded above are the direct cause of the injury Plaintiffs face. But for Puchir's use of the corporate form to promote and sell purported federal tax credits that do not legally exist while diverting the proceeds beyond the reach of purchasers, Plaintiffs would have a solvent counter-party from which to recover the $600,000 they wired. Recognition of White River's separate existence would leave Plaintiffs without a remedy for a fraud in which Puchir personally participated as White River's chief financial officer and principal fiduciary of its finances.

129. Plaintiffs accordingly are entitled to a judicial declaration that Puchir is the alter ego of White River, and to hold Puchir jointly and severally liable for any judgment entered against White River on the substantive counts asserted against White River.

COUNT VIII

Declaratory Judgment (Against White River and Puchir)

130. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

131. An actual, immediate, and substantial controversy exists between Plaintiffs and Defendants White River and Puchir regarding the parties' respective rights and obligations under the Agreement. Plaintiffs contend that the Agreement is void, voidable, and/or rescinded for the reasons set forth above. White River and Puchir contend that the Agreement remains in force and that Plaintiffs must continue to litigate the validity of the Credits with the IRS as a precondition to any refund. The Court's declaration is necessary and appropriate to resolve that controversy under 28 U.S.C. §§ 2201-2202.

132. Plaintiffs request a declaration concerning the parties' respective contractual rights and obligations under the agreement, including that: (a) the Agreement is rescinded, void, and/or unenforceable; (b) Plaintiffs are entitled to immediate restitution of the $600,000 purchase price; (c) the Agreement does not require Plaintiffs, as a contractual prerequisite to obtaining relief from White River, to pursue or continue any IRS administrative process, Tax Court proceeding, refund claim, or appeal as a condition of recovering their money; and (d) Defendant Puchir is the alter ego of White River.

COUNT IX

Fraud/Fraudulent Misrepresentation (Against e3 Tax, LLC d/b/a e3 Family Office)

133. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

134. e3, acting through Moriarty, Schreiber, Aubuchon, and other agents within the scope of their authority and employment, made the false representations described above, including but not limited to: that the Credits existed under federal law; that authority for the Credits could be found in "Title 25, Chapter 4, Subchapter 3, Section 161A" of "the Internal Revenue Code"; that the Credits were "already in the tax code . . . since the early 2000's"; that they were "Native American Tribe Trust Fund Tax Credit[s]" sourced from the Cherokee Nation; that White River had "acquired the rights" to the Credits; that e3 had "completed [its] due diligence and [was] ready to move forward"; that Mr. Schreiber was "near 100% certain on the tax credit acceptance by the IRS"; that there was "nothing about these tax credits where they have to be 'approved' by the IRS"; and that "the balance sheet of White [River] is backing the tax credits" (the "e3 Misrepresentations").

135. The e3 Misrepresentations were false when made. e3 knew, or with the exercise of reasonable diligence consistent with its representation that it had performed and was charging for "due diligence" would have known, that each was false. In the alternative, e3 made the e3 Misrepresentations with reckless disregard for their truth and without an adequate basis.

136. e3 intended that Plaintiffs rely on the e3 Misrepresentations and execute the Tax Credit Purchase Agreement and Addendum with White River. e3 stood to profit, and on information and belief did profit, from Plaintiffs' reliance through the "due diligence" fee, commissions, and other compensation paid out of Plaintiffs' funds.

137. Plaintiffs justifiably relied on the e3 Misrepresentations in deciding to purchase the Credits and wire $600,000 to White River. A contracting party has a right to rely on an express

statement of existing fact, the truth of which is known to the party making the representation and unknown to the other party; the recipient is under no obligation to investigate and verify the statement. Plaintiffs' reliance was particularly justifiable because e3 held itself out as having performed due diligence, expressly charged for that diligence, and held the role of Plaintiffs' trusted tax adviser.

138. As a direct and proximate result of the e3 Misrepresentations, Plaintiffs have been damaged in an amount to be proven at trial, including but not limited to the $600,000 purchase price, the $10,000 "due diligence fee" paid to e3, consequential damages, professional fees, IRS-related penalties and interest, prejudgment interest, and punitive damages. e3's conduct was willful, malicious, oppressive, and undertaken with conscious disregard of Plaintiffs' rights within the meaning of NRS 42.005, warranting an award of punitive damages.

COUNT X

Negligent Misrepresentation (Against Defendant e3) (Pleaded in the Alternative)

139. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

140. In the alternative to Count IX, e3 supplied the e3 Misrepresentations as false information to Plaintiffs in a transaction in which e3 had a pecuniary interest. e3 failed to exercise reasonable care or competence in obtaining or communicating the e3 Misrepresentations, including by failing to verify, before recommending the Transaction, that any provision of federal law actually authorized the Credits, that the Cherokee Nation had authorized the program, and that the U.S. Treasury had registered or otherwise approved the Credits.

141. Plaintiffs justifiably relied on the e3 Misrepresentations and have suffered pecuniary loss as a result, including the $600,000 purchase price, the $10,000 due-diligence fee, consequential damages, professional fees, and tax-related amounts described above.

COUNT XI

Professional Negligence / Accountant Malpractice (Against Defendant e3)

142. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

143. At all relevant times, e3 acted as Plaintiffs' tax adviser and accountant in connection with the Transaction. Mark C. Schreiber, a Certified Public Accountant, held himself out as Plaintiffs' CPA and partner of e3. Schreiber, acting as e3's agent, owed Plaintiffs the duty of a reasonably prudent certified public accountant and tax adviser, including the duty to perform reasonable due diligence before recommending a tax strategy, the duty to provide accurate information regarding the legal existence and operation of any tax credit recommended, and the duty to avoid recommending a strategy that exposes a client to civil and criminal penalties.

144. e3 breached those duties by, among other things: (a) representing that it had "completed [its] due diligence" on the Credits when, on information and belief, no competent due diligence had been or could have been performed because the Credits do not legally exist; (b) representing in writing that Mr. Schreiber was "near 100% certain on the tax credit acceptance by the IRS" without any reasonable basis; (c) recommending that Plaintiffs purchase the Credits as a tax strategy and claim them on a federal income tax return; and (d) collecting fees from Plaintiffs for that recommendation. No reasonably prudent CPA or tax adviser would have made those statements or that recommendation under the circumstances.

145. e3's breaches were a proximate cause of Plaintiffs' losses, including the $600,000 paid to White River, the $10,000 due-diligence fee paid to e3, consequential damages, professional fees, prejudgment interest, and tax-related amounts described above.

COUNT XII

Breach of Fiduciary Duty and Constructive Fraud (Against Defendant e3)

146. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

147. A fiduciary or confidential relationship existed between Plaintiffs on the one hand and e3, Moriarty, and Schreiber on the other. e3 held itself out as Plaintiffs' "family office" and tax adviser; Mr. Schreiber held himself out as Plaintiffs' CPA; and Plaintiffs reposed trust and confidence in e3 to act for Plaintiffs' benefit in evaluating, recommending, and structuring tax strategies. e3 accepted that trust and confidence and was paid for its services.

148. e3 breached its fiduciary and confidential duties to Plaintiffs by, among other things: (a) failing to disclose its financial interest in placing Plaintiffs in the Transaction, including the commissions, fees, or other compensation e3 received or expected to receive from White River out of Plaintiffs' funds; (b) recommending a transaction that, on adequate due diligence, would have been known to be unlawful or at minimum to expose Plaintiffs to civil and criminal penalties; (c) misrepresenting the legal existence, validity, and source of the Credits; (d) misrepresenting that e3 had performed adequate due diligence; (e) failing to disclose conflicts of interest between e3's distribution arrangement with White River and Plaintiffs' interest in accurate, disinterested advice; and (f) using high-pressure sales tactics, including artificial deadlines and price-increase threats, to induce execution of the Transaction.

149. e3's breaches were a proximate cause of Plaintiffs' losses. Because e3's breaches arose out of and exploited a relationship of trust and confidence, Plaintiffs are also entitled to relief on a theory of constructive fraud.

COUNT XIII

Civil Conspiracy (Against All Defendants)

150. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

151. An actionable civil conspiracy is a combination of two or more persons who, by some concerted action, intend to accomplish some unlawful objective for the purpose of harming another, and damage results from the act or acts.

152. Defendants White River, Puchir, and e3 are a combination of two or more persons (and entities controlled by such persons) who, by concerted action, agreed to and did pursue the unlawful objective of marketing, selling, and retaining proceeds from the sale of purported federal income tax credits that did not legally exist, with the purpose of harming Plaintiffs and other purchasers. The agreement is evidenced by, among other things, the express marketing and distribution arrangement between White River and e3 acknowledged in the Addendum; e3's receipt of compensation from the Transaction; the coordinated promotional and contracting communications transmitted via the "NATC Operations Team" channel; and the joint efforts of Puchir and Moriarty to address and minimize purchaser concerns about IRS treatment.

153. Defendants' conduct constitutes one or more underlying torts, including fraud, fraud in the inducement, negligent misrepresentation, breach of fiduciary duty, and constructive fraud, as set forth above. Plaintiffs have suffered damages as a direct and proximate result of

Defendants' concerted action and are entitled to recover those damages jointly and severally from all Defendants, plus punitive damages under NRS 42.005.

COUNT XIV

Aiding and Abetting Fraud (Against Defendant e3) (Pleaded in the Alternative)

154. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

155. In the alternative to Count XIII, e3 knew that White River and Puchir were perpetrating a fraud on purchasers of the Credits, or alternatively was on notice of facts giving rise to such knowledge, and provided substantial assistance and encouragement to White River's and Puchir's fraud by, among other things: (a) acting as White River's distribution partner and contractually undertaking to "establish a distribution network"; (b) using its position as Plaintiffs' trusted family office and CPA to identify, recruit, and recommend Plaintiffs as purchasers; (c) drafting and transmitting offering and tax-strategy materials reaffirming White River's misrepresentations; (d) deflecting Plaintiffs' concerns about IRS acceptance, regulatory approval, and White River's solvency; and (e) collecting compensation paid out of Plaintiffs' funds.

156. e3's substantial assistance was a but-for and proximate cause of Plaintiffs' losses. Plaintiffs are entitled to recover their damages from e3 jointly and severally with the other Defendants.

COUNT XV

Unjust Enrichment (Against Defendant e3) (Pleaded in the Alternative)

157. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as if fully set forth herein.

158. In the alternative, Plaintiffs conferred a benefit on e3 in the form of fees and other compensation, including but not limited to the $10,000 "due diligence fee" and, on information and belief, additional commissions, referral payments, or other consideration paid to e3, directly or indirectly, out of the $600,000 Plaintiffs wired to White River. e3 appreciated, accepted, and retained those benefits.

159. Under the circumstances, it would be inequitable for e3 to retain those benefits because e3 obtained them by recommending and facilitating a Transaction that delivered nothing of legal value to Plaintiffs and exposed Plaintiffs to civil and criminal penalty risk. Plaintiffs are entitled to disgorgement and restitution of all compensation e3 received in connection with the Transaction, plus prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Roman Zrazhevskiy and Tatiana Mironova respectfully request that this Court enter judgment in their favor and against Defendants White River Energy Corp., Jay Puchir, and e3 Tax, LLC d/b/a e3 Family Office, jointly and severally where appropriate, and grant the following relief:

A. Rescission of the Tax Credit Purchase Agreement and Addendum, and entry of judgment restoring Plaintiffs to the position they occupied prior to entering the Transaction;

B. Restitution of $600,000, plus all consequential losses caused by the Transaction, including but not limited to professional fees, accountants' and tax counsel's fees, IRS-assessed penalties and interest, and amounts paid in connection with any administrative or judicial proceeding involving the Credits;

C. Compensatory damages in an amount to be proven at trial, including all consequential, incidental, and reliance damages caused by Defendants' breaches and misrepresentations;

D. Punitive damages against Defendant White River Energy Corp. (and against Defendant Puchir to the extent he is found to be the alter ego of White River) and Defendant e3 Tax, LLC d/b/a e3 Family Office, on Counts V, IX, XIII, and XIV, pursuant to NRS 42.005;

E. A declaration, under 28 U.S.C. §§2201-2202, that the Agreement is rescinded, void, and/or unenforceable; that Plaintiffs are not required to pursue or continue any IRS process or Tax Court proceeding as a condition of recovering their money; and that Defendant Puchir is the alter ego of White River;

F. Prejudgment and post-judgment interest at the maximum legal rate, including under NRS 17.130;

G. Plaintiffs' reasonable attorneys' fees and costs to the extent permitted by law, contract, or the Court's equitable authority; and

H. Such other and further relief, at law or in equity, as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Date: August 20, 2026

Respectfully submitted,

REVISION LEGAL, PLLC

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CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

Date: August 20, 2026

Respectfully submitted,

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