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-TLB Chief Judge Timothy L. Brooks

PLAINTIFFS' RESPONSE TO DEFENDANTS' MOTION TO DISMISS AND, IN THE ALTERNATIVE, STAY

INTRODUCTION

This case is about a $600,000 tax-credit scam. Plaintiffs Roman Zrazhevskiy and Tatiana Mironova paid Defendant White River Energy Corp. ("White River") $600,000 for what White River sold as valuable "Native American Tribe Trust Fund Federal Income Tax Credits." The First Amended Complaint (Dkt. 27, the "FAC") alleges the truth: the Credits were fictitious. The Internal Revenue Service has confirmed in writing that "these tax credits do not exist." FAC ¶ 2. The U.S. Department of the Treasury has publicly stated that "no such credits exist." FAC ¶ 43. The Cherokee Nation has issued a public cease-and-desist letter disavowing any association. FAC ¶¶ 43–44. And the Department of Justice and IRS Criminal Investigation have opened a federal criminal investigation into White River's sale of the Credits. FAC ¶ 45. Yet even after its

product was exposed as nonexistent, White River kept Plaintiffs' money and now asks this Court to narrow the case rather than answer for the scheme.

Defendants' Motion (Dkt. 34) does not seriously confront that central reality. It is a narrowing motion designed to shave off theories and remedies while avoiding the core allegation that White River sold nonexistent tax credits for hundreds of thousands of dollars, pocketed the proceeds, and refused to return them. The Motion does not challenge Count I's breach-of-contract theory on the Section 3 warranties, and it does not challenge Count V's fraud-in-the-inducement theory in its core respects. Instead, Defendants ask for twelve piecemeal narrowings that either misapply Nevada law, misread the pleadings, or ignore admissions Defendants themselves have made in this case.

The most conspicuous defect in the Motion is that it tries to litigate around the scam rather than through it. Defendants ask the Court to enforce Section 4.6(c) as a bar to fraud in the inducement but seek to omit the clause's operative carve-out that preserves Plaintiffs' reliance on "the Seller's express representations, warranties and covenants in this Agreement." FAC Ex. A § 4.6(c). Defendants also focus on Section 5.1(b)'s IRS-final-determination condition while ignoring Section 5.1(a)'s General Indemnification, which requires White River to indemnify "the entirety" of Plaintiffs' losses for any breach of any Section 3 representation. White River's own outside general counsel has admitted in writing that "Section 5.1(a) is a remedy for breach of the representations White River Energy Corp made in Sections 3.1 through 3.6." Ex. 1 (Ettinger 5/15/26 Letter) at 2; see FAC ¶ 48. Defendants cannot sell nonexistent credits, keep the purchase money, admit the contract provides a remedy for breached representations, and then obtain dismissal by pretending those admissions do not exist.

LEGAL STANDARD

A Rule 12(b)(6) motion tests only the sufficiency of the pleadings, taking all well-pleaded factual allegations as true and drawing every reasonable inference in Plaintiffs' favor. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007). "Plausibility" is not "probability"; the plaintiff need not prove her case at the pleadings. *Twombly*, 550 U.S. at 556.

Rule 9(b) requires that the circumstances constituting fraud be pled with particularity (the who, what, when, where, and how), but the mental state "may be alleged generally." Fed. R. Civ. P. 9(b). This diversity action follows Arkansas conflict-of-laws principles. *Northwest Airlines, Inc. v. Astraea Aviation Servs., Inc.*, 111 F.3d 1386 (8th Cir. 1997). The Tax Credit Purchase Agreement (TCPA)'s Section 9 selects Nevada substantive law for any dispute concerning the Transaction.

STATEMENT OF RELEVANT FACTS

On or about March 28, 2024, Mr. Zrazhevskiy executed the TCPA with White River, following representations dating back to December 2023 from White River (including those personally through Defendant Jay Puchir) and from White River's approved distribution partner and Defendant, e3 Tax, LLC d/b/a E3 Family Office ("e3") . FAC ¶¶ 24–34; Ans., Dkt. 35, ¶ 2. Plaintiffs paid the $600,000 purchase price by two wire transfers on April 4 and 5, 2024 with White River confirming receipt of the sale on April 8, 2024. FAC ¶ 40; Ans. ¶ 1 (admitting receipt).

The TCPA contains, among other provisions: (i) Section 3 representations and warranties by White River, including § 3.1 (ownership, right to sell, transfer, and assign) and § 3.6 (no broker/finder/agent commissions); (ii) a Section 4.6(c) reliance provision with an express carve-out preserving reliance on the Seller's express representations; (iii) a Section 5.1(a) General

Indemnification with no IRS condition; (iv) a Section 5.1(b) Tax Credits Indemnification with IRS-final-determination-plus-Tax-Court-plus-appeals conditions; and (v) a Section 9 Nevada choice-of-law and Washington County, Arkansas exclusive-forum clause. FAC Ex. A.

Jay Puchir is White River's CFO and a Certified Public Accountant. FAC ¶ 24; Ans. ¶ 24 (admitted). Puchir was identified in the TCPA as White River's sole notice contact and executed on White River's behalf the Mutual Non-Disclosure Agreement attached as Exhibit B. FAC ¶¶ 24, 34; Ans. ¶¶ 7, 24. The December 2023 form of the TCPA identified Puchir personally as White River's designated signatory; White River later substituted its CEO Randy May. FAC ¶¶ 26, 64.

The IRS issued Plaintiffs Notice CP23 on November 11, 2024 disallowing the $1,000,000 in Credits claimed on their joint 2023 federal income tax return. FAC ¶ 67. White River has failed to file any Form 10-K annual report since June 29, 2023 or any Form 10-Q quarterly report since March 15, 2024, and OTC Markets Group has publicly identified White River's "delinquent SEC reporting." FAC ¶¶ 49, 126.

ARGUMENT

I. The FAC Adequately Pleaded Fraud Against White River.

A. White River Made Actionable Representations of Existing Fact.

Defendants acknowledge that White River's own Section 3 representations are the only statements directly attributable to White River that could independently support a fraud claim, yet contend that even those statements are not pleaded with particularity. The FAC says otherwise. It identifies the speaker, the precise representations, the date on which they were made, the document in which they appeared, the transaction in which they were communicated, and the consideration White River sought to obtain. Specifically, the FAC alleges that on March 28, 2024, White River

represented in the TCPA presented to Roman for execution that White River was "the owner of the Credits," possessed "the exclusive right and full power to sell, transfer and assign the Credits," had "full power and authority" to perform the Agreement, and faced no pending or threatened action or proceeding that could prevent it from "legally selling the Credits." FAC ¶ 103(a)–(d); TCPA §§ 3.1, 3.2, 3.5.

The FAC also alleges why those representations were false when made. White River did not own valid, lawfully transferable federal tax credits and therefore did not possess the ownership rights, transfer authority, or legal ability it expressly represented. FAC ¶ 105. White River cannot separate its representations about ownership and transfer authority from the asset's existence and validity: a seller cannot own, possess the exclusive right to transfer, or lawfully sell credits that do not exist.

Section 4.6(c) of the TCPA reads, verbatim:

> "The Buyer: . . . (c) has independently and without reliance upon the Seller, and based on such information as the Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement, and to assume the terms, conditions and risks set forth herein, except that the Buyer has relied upon the Seller's express representations, warranties and covenants in this Agreement . . . ."

FAC Ex. A § 4.6(c) (emphasis added). The "except that" clause is a bargained-for carve-out preserving Plaintiffs' reliance on the Seller's Section 3 representations, the very representations Count V alleges were false when made.

Nor do the TCPA's reliance and integration provisions defeat the claim. Section 4.6(c) expressly preserves the Buyer's reliance on White River's "express representations, warranties and

covenants in this Agreement," and the FAC's fraud theory is anchored in those very representations. FAC ¶ 113; TCPA § 4.6(c). Nevada law independently recognizes that integration provisions do not bar claims for misrepresentation. *Blanchard v. Blanchard*, 108 Nev. 908, 912, 839 P.2d 1320, 1322–23 (1992).

The FAC likewise pleads scienter and intent. It alleges that, when the representations were made, White River knew they were false or misleading or lacked a sufficient factual and legal basis for making them. FAC ¶ 107. More specifically, White River possessed or had access to the information concerning the purported source, ownership, issuance, transferability, and legal basis of the Credits, and, as the entity claiming to own and sell them, was necessarily positioned to know whether the Treasury had issued the Credits, whether the Cherokee Nation had validly transferred them, and whether federal law permitted their transfer to individual taxpayers. *Id.* The FAC further alleges that White River made the representations intending Plaintiffs to rely on them and thereby enter the Agreement and wire $600,000 to White River. FAC ¶ 109.

Finally, the FAC pleads actual and justifiable reliance and resulting damages. Plaintiffs allege that they relied on White River's representations concerning its ownership of the Credits, its legal right and authority to transfer them, and the Credits' validity and usability in deciding to enter the TCPA and pay the $600,000 purchase price; had they known the truth, they would not have entered the transaction. FAC ¶¶ 110–112. They further allege damages resulting from that reliance, including the $600,000 purchase price and consequential losses. FAC ¶ 114.

Defendants' disagreement is not with the presence of the required allegations, but with the inferences to be drawn from the facts pleaded, particularly as to falsity and White River's contemporaneous knowledge. At the pleading stage, however, those well-pleaded factual allegations and reasonable inferences must be evaluated in Plaintiffs' favor.

B. The Pleaded Distribution Relationship Supports Attribution of e3's Purchaser-Facing Conduct to White River.

Defendants argue that e3's purchaser-facing statements cannot be attributed to White River because the FAC does not adequately plead agency, authorization, or ratification. But the FAC alleges substantially more than the existence of an ordinary commercial relationship. It alleges that White River and e3 entered into a written marketing arrangement; that White River Private Capital Management formally approved e3 as a "distribution partner"; that e3 was tasked with establishing a distribution network for the Credits; and that Credits were allocated to e3 for sale. FAC ¶¶ 10–14. Defendants' own Answer admits that White River Private Capital Management approved e3 as a distribution partner on January 26, 2024. Ans. ¶¶ 11, 12. The FAC further alleges that e3's role included educating prospective purchasers, providing due-diligence information, facilitating transaction documents, transmitting White River's wire instructions, and assisting with delivery of White River's Credit certificates. FAC ¶ 52. On those allegations, e3 was not merely advising purchasers about White River's product; it was helping White River sell it.

The FAC also alleges that White River paid e3 commissions and tax-planning fees tied to Credit sales, and that White River's own outside counsel later acknowledged millions of dollars in such compensation. FAC ¶¶ 8, 10, 14. Taken together, the written marketing arrangement, formal approval of e3 as a distribution partner, delegation of sales functions, allocation of Credits, and payment of commissions plausibly support the inference that purchaser-facing statements made in furtherance of those sales were made within the scope of the relationship White River created and compensated.

The purchaser-facing statements were also pleaded with specificity. The FAC identifies, among other things, Aubuchon's December 19, 2023 email identifying a purported statutory basis for the Credits, the December 26 "Final Tax Strategy" materials, Schreiber's January 8, 2024

assurance that Credit acceptance was "near 100% certain," and Moriarty's representations that the Credits were already reflected in the tax code and backed by White River's balance sheet. FAC ¶¶ 54–57. These are identified communications by identified speakers on identified dates, not generalized allegations of promotional activity.

Nor does Plaintiffs' theory rest merely on e3's own assertions of authority. The alleged authority arises from White River's conduct: approving e3 as a distribution partner, entering into the marketing arrangement, allocating Credits for e3 to sell, and compensating e3 for those sales. Those are acts of the principal itself, not simply representations by the purported agent. Whether particular purchaser-facing statements ultimately fell within the scope of that authority is a factual question; the FAC need only plausibly plead the relationship at this stage.

II. The FAC Adequately Pleads Puchir's Personal Liability.

A. Puchir May Be Held Personally Liable for Tortious Conduct In Which He Personally Participated.

Defendants devote substantial attention to the fact that Puchir was not a party to the TCPA and did not personally sign the operative March 28, 2024 Agreement. That point does not resolve his potential tort liability. Nevada law recognizes that a corporate officer may be individually liable for tortious conduct he personally commits or participates in; the corporate form does not immunize an officer from liability for his own wrongful acts. *See Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 1098, 901 P.2d 684, 689 (1995) ("An officer of a corporation may be individually liable for any tort which he commits."). Plaintiffs therefore need not establish that Puchir was personally a party to the TCPA to pursue claims based on conduct in which he personally participated. His potential liability turns on what he did, not on whether his signature appears on the final Agreement.

The FAC further alleges that Puchir executed the December 15, 2023 NDA with e3 that preceded e3's access to White River's confidential Credits materials and distribution role. FAC ¶¶ 25, 59. In other words, Plaintiffs do not seek to impose liability on Puchir merely because he was White River's CFO or because White River entered into the TCPA. They allege that he personally participated in the pre-sale conduct that formed part of the alleged scheme. Puchir's potential liability therefore turns on what he personally did, not on whether his signature appears on the final TCPA.

One further procedural point supports Plaintiffs on the Puchir counts. On September 3, 2026, Puchir filed both the Motion (Dkt. 34) and an Answer to the First Amended Complaint (Dkt. 35). Although Puchir filed his Motion to Dismiss (Dkt. 34) and his Answer to the First Amended Complaint (Dkt. 35) on the same day, the substantive analysis is unaffected. A Rule 12(b)(6) motion filed contemporaneously with an answer is properly construed as one for judgment on the pleadings under Rule 12(c), which applies the identical substantive standard. *Ashley Cnty. v. Pfizer, Inc.*, 552 F.3d 659, 665 (8th Cir. 2009) (citing *Westcott v. City of Omaha*, 901 F.2d 1486, 1488 (8th Cir. 1990)). On a Rule 12(c) motion, the court considers the entire pleadings, including Puchir's Answer and its admissions. Fed. R. Civ. P. 12(c); Fed. R. Civ. P. 7(a)(2). Puchir's Answer admits facts material to the counts against him, including that White River received the $600,000 purchase price (Ans. ¶ 1); that White River received DOJ and IRS subpoenas relating to a federal criminal investigation of the Credits after execution (Ans. ¶ 2); that Puchir served as White River's CFO and was identified in the TCPA as White River's notice contact (Ans. ¶¶ 7, 24); that Puchir executed the Mutual Non-Disclosure Agreement on White River's behalf (Ans. ¶ 24); that Puchir participated in the December 19, 2024 investor call (Ans. ¶ 8); and that White River "reserved contribution and indemnity claims against e3 and Mr.

Moriarty" (Ans.¶ 8), which independently defeats any attempt to collapse e3 into White River for the purposes of the intracorporate-conspiracy doctrine.

B. The FAC Plausibly Alleges Puchir's Personal Participation In the Alleged Fraud and Related Misconduct.

The FAC alleges substantially more than Puchir's status as White River's CFO. It alleges that Puchir personally participated in the promotion and sale of the Credits before Plaintiffs' purchase. On December 15, 2023, Puchir participated on White River's behalf in a due-diligence call with e3 concerning the Credits and made specific factual representations about the offering, including that "20-25% of the $50 Million has been spoken for," that White River was "not looking to advertise" the Credits, and that he was unsure whether the Credits could be used for prior tax years. FAC ¶¶ 26, 59–60. Defendant e3 reduced those statements to writing and transmitted them to Plaintiff Zrazhevskiy before hesigned the TCPA.

Puchir's involvement was not limited to that call. The FAC alleges that the December 15 due-diligence call occurred contemporaneously with the NDA between White River and e3 that Puchir signed on White River's behalf, after which e3 received access to White River's confidential data room containing the form TCPA and wire instructions. FAC ¶ 59. The December 2023 form TCPA also identified Puchir personally as White River's designated signatory before White River later substituted Randy May on the version ultimately executed by Plaintiffs. FAC ¶¶ 26, 64.

These allegations describe Puchir as an active participant in the pre-sale conduct surrounding the Credits, not merely an officer whose name appears in the corporate hierarchy. Whether discovery ultimately establishes that Puchir acted with the requisite state of mind or participated in each alleged tort is a merits question. At the pleading stage, however, the FAC alleges concrete acts undertaken by Puchir personally in connection with the transaction.

C. The FAC Pleads More Than Corporate Control; It Alleges the Unity of Interest and Injustice Required for Alter-Ego Liability.

Nevada law permits alter-ego liability where the corporation is influenced and governed by the individual, there is such unity of interest and ownership that the two are inseparable, and respecting the corporation's separate existence would sanction fraud or promote a manifest injustice. NRS 78.747(2). The FAC pleads facts directed to each of those requirements.

First, the FAC alleges that Puchir did not merely hold the title of CFO. It alleges that he signed material agreements, controlled White River's bank accounts and wire instructions, controlled investor communications, exercised practical control over White River's day-to-day operations, and controlled the disposition of corporate funds, including the $600,000 paid by Plaintiffs. FAC ¶ 122. Those allegations plausibly support the inference that White River was influenced and governed by Puchir.

Second, the FAC pleads facts directed to unity of interest and ownership. It alleges that Puchir caused White River to disregard corporate formalities, commingled and diverted corporate funds, and left White River undercapitalized relative to the liabilities generated by the Credits sales. FAC ¶¶ 123, 126–27. It further alleges that Puchir personally or beneficially holds a substantial equity interest in White River, while recognizing that the precise extent of those holdings is information presently within Defendants' control. FAC ¶ 125. These are precisely the kinds of allegations relevant to the unity-of-interest inquiry; Nevada courts consider such circumstances as commingling of funds, disregard of corporate formalities, and prejudice to creditors in determining whether the corporate form has ceased to reflect economic reality. *See Lorenz v. Beltio, Ltd.*, 114 Nev. 795, 807-09, 963 P.2d 488, 497 (1998).

Finally, the FAC alleges the necessary connection between the misuse of the corporate form and the injustice Plaintiffs face. It alleges that Puchir used his control over White River's

accounts and disbursements to divert proceeds received from Credits purchasers to insiders and related-party entities, leaving White River unable to satisfy refund obligations to purchasers such as Plaintiffs. FAC ¶¶ 127–28. The alleged injustice is therefore not simply that Plaintiffs may be unable to collect a judgment. It is that the same individual alleged to have controlled White River's finances also allegedly moved purchaser funds beyond the reach of the purchasers whose transactions created those liabilities.

Defendants are correct that corporate office-holding or control, standing alone, is insufficient to establish alter ego. But the FAC alleges more than that. It pleads control, beneficial ownership, disregard of corporate formalities, commingling and diversion of funds, undercapitalization, and a resulting inability to satisfy liabilities arising from the very transactions at issue. Taken as true at the pleading stage, those allegations plausibly support alter-ego liability under NRS 78.747.

III. Section 5.1(a) Provides an Independent Basis for Indemnification That Is Not Subject to Section 5.1(b)'s Ripeness Conditions.

A. Section 5.1(a) Provides a General Indemnity That Section 5.1(b) Expressly Does Not Limit.

Section 5.1(a) reads, in full:

> "General Indemnification. The Seller shall indemnify, defend and hold harmless the Buyer from and against the entirety of any losses incurred by the Buyer arising from any breach by the Seller of any of the Seller's representations, warranties and/or covenants contained herein."

FAC Ex. A § 5.1(a) (emphasis added). Section 5.1(a) is triggered by "any breach" of "any" Seller representation. It contains no condition precedent, no IRS determination

requirement, no Tax Court confirmation, and no exhaustion of appeals. White River's own outside general counsel has expressly confirmed this reading in writing: "Section 5.1(a) is a remedy for breach of the representations White River Energy Corp made in Sections 3.1 through 3.6." Ex. 1 (Ettinger 5/15/26 Letter) at 2; see FAC ¶ 48.

Defendants argue that Plaintiffs' indemnification theory is premature because Section 5.1(b) requires a final IRS determination, Tax Court confirmation, and expiration of appeal rights before tax-credit indemnification is triggered.[1] But that argument addresses only Section 5.1(b). Section 5.1(a) separately provides that White River "shall indemnify, defend and hold harmless the Buyer from and against the entirety of any losses incurred by the Buyer arising from any breach by the Seller of any of the Seller's representations, warranties and/or covenants contained herein." TCPA § 5.1(a).

Section 5.1(b) then begins: "Without limiting the generality of the foregoing." TCPA § 5.1(b). That language matters. The Agreement does not make Section 5.1(a) subject to Section 5.1(b)'s tax-specific conditions; it expressly provides that the more specific tax-credit indemnity does not limit the broader indemnification obligation that precedes it. The final-determination, Tax Court, and appeal requirements therefore govern the particular indemnity provided by Section 5.1(b), not every claim for indemnification under Section 5.1(a).

[1] To the extent Defendants suggest Plaintiffs must first exhaust the Section 5.1(b) procedural cascade (IRS final determination, Tax Court confirmation, and appeal exhaustion) as a contractual precondition to recovering under Section 5.1(a), or under any other theory, the position is untenable. The FAC alleges that the IRS has stated in writing that "these tax credits do not exist," FAC ¶ 2, and that the U.S. Department of the Treasury has publicly confirmed that "no such credits exist," FAC ¶ 43. A Tax Court petition insisting on the validity of a Credit that the taxing authority has expressly repudiated would be a nullity. Pursuing that path would also subject Plaintiffs to significant civil-penalty exposure and potential criminal liability. Nevada law does not enforce a contractual condition precedent where performance would be futile or would compel the promisee to violate law or public policy. Plaintiffs therefore expressly preserve their rights and do not waive them by declining to pursue a knowingly false federal-tax position as the price of contractual recovery.

The direct quotation of the Ettinger 5/15/26 admission is set out in Exhibit 1 to this Opposition. Plaintiffs have separately moved for judicial notice of the letter under Fed. R. Evid. 201(b)(2), or in the alternative for its incorporation as a document repeatedly referenced in the FAC (¶¶ 46, 48). A document incorporated by reference or subject to judicial notice may be considered on a Rule 12(b)(6) motion without converting the motion into one for summary judgment. See Fed. R. Evid. 201; Podraza v. Whiting, 790 F.3d 828, 833 & n.2 (8th Cir. 2015).

Defendants acknowledge Section 5.1(a) but argue that it is merely "coextensive" with Plaintiffs' claim for damages arising from breaches of White River's Section 3 representations and therefore does not provide a separately enforceable basis for relief. Defs.' Br. at 32. But whether indemnification under Section 5.1(a) ultimately overlaps with contract damages is a question of remedy, not contractual existence. Section 5.1(a) expressly imposes an indemnification obligation for losses arising from breaches of White River's representations, warranties, and covenants, and Section 5.1(b) expressly states that its more specific tax-credit indemnity does not limit that general obligation. Accordingly, even if Plaintiffs' rights under Section 5.1(b) have not yet ripened, that does not defeat indemnification arising from independently pleaded breaches of White River's representations and warranties under Section 5.1(a).

B. Plaintiffs Plead Losses Arising from Breaches of White River's Section 3 Representations and Warranties.

The FAC pleads precisely the type of breaches Section 5.1(a) covers. Section 3 contains White River's express representations and warranties, including that White River owned the Credits and possessed the exclusive right and full power to sell and transfer them, § 3.1; that it had full power and authority to perform the Agreement, § 3.2; and that no pending or threatened proceeding could prevent it from legally selling the Credits, § 3.5. The Agreement expressly provides that each of those representations and warranties was "true and *correct* in all material

respects" when made. The FAC alleges that those representations were false because White River did not own valid, transferable Credits and lacked the rights and authority it represented it possessed.

Section 3.6 provides an even clearer example of a breach falling within Section 5.1(a) independently of the tax-specific indemnity in Section 5.1(b). White River expressly represented that it had "no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to the Transaction." TCPA § 3.6. Yet the FAC alleges that White River later acknowledged paying e3 commissions, distribution fees, and tax-planning fees measured as a percentage of Credit-sale proceeds, totaling between $5 million and $10 million. FAC ¶ 84. If those allegations are true, Section 3.6 was false when made, and the resulting breach falls directly within Section 5.1(a)'s coverage for losses arising from a breach of the Seller's representations and warranties.

Plaintiffs also plead a resulting loss: they paid White River $600,000 in reliance on the contractual representations and received Credits they allege White River did not validly own or have authority to transfer. The FAC therefore alleges both a breach of White River's Section 3 representations and losses arising from those breaches, the two predicates Section 5.1(a) requires. Defendants' contention that Section 5.1(a) is "coextensive" with Plaintiffs' ordinary contract damages does not warrant dismissal of the indemnification theory. Plaintiffs do not seek a double recovery. The fact that the same loss may support more than one contractual remedy affects the measure of ultimate recovery, not whether Section 5.1(a) applies to the breaches alleged.

Separately, Defendants ask the Court to "hold" that Plaintiffs may not recover on the Section 3.6 broker-commission theory any damages duplicative of the $600,000 purchase price sought elsewhere in the FAC. Plaintiffs agree that Plaintiffs may not collect the same $600,000

twice. But Defendants' request goes further and would preemptively eliminate all Section 3.6 damages, which would improperly resolve at the pleadings a damages measure that must be developed on the record. The Section 3.6 breach can support damages beyond the $600,000 purchase price, including the $10,000 due-diligence fee Plaintiffs paid e3 that would not have been owed absent the Section 3.6 breach (FAC ¶¶ 70(g), 138), consequential and reliance damages, and prejudgment interest. Whether any category of damages is duplicative is a merits and jury-instruction question, not a pleading-sufficiency question. Rule 8(d)(2)(3) expressly permits alternative and inconsistent recovery theories. Election-of-remedies issues are for a later stage.

IV. Count II May Be Pleaded in the Alternative and Need Not be Dismissed as Duplicative.

A. Federal Pleading Rules Permit Overlapping Theories at the Motion-to-Dismiss Stage.

Rule 8 expressly permits a plaintiff to plead alternative and even inconsistent theories of relief. Fed. R. Civ. P. 8(d)(2)–(3). The fact that two theories arise from the same transaction, rely on overlapping facts, or seek recovery for the same injury therefore does not, standing alone, require dismissal of one theory at the pleading stage. What Plaintiffs ultimately may recover is a separate question from what theories they may plead.

The Eighth Circuit has specifically cautioned against treating redundancy as an automatic basis for early dismissal. In *Whitney v. The Guys, Inc.*, the district court dismissed tort claims as redundant or duplicative of the plaintiff's contract claims. 700 F.3d 1118, 1127 n.8 (8th Cir. 2012). Although the Eighth Circuit ultimately affirmed dismissal on an independent statute-of-limitations ground, it expressed skepticism that redundancy alone justified dismissal, citing both "the permissibility of pleading in the alternative" and "the possibility of dealing with claim redundancy

at the remedies stage rather than at the preliminary stage." *Id.* That reasoning applies directly here. Even if Count II overlaps substantially with Count I, that overlap does not require Plaintiffs to abandon one theory before discovery.

Nor are Plaintiffs seeking two recoveries for the same $600,000 loss. If Counts I and II ultimately prove coextensive, the Court can prevent duplicative recovery at the remedies stage. But the possibility that two pleaded theories may ultimately support only one recovery is not a reason to eliminate one of those theories on a motion to dismiss.

B. *Bond* Does Not Require Dismissal of Count II.

Defendants rely on *Bond v. Thruston*, 60 Nev. 19, 98 P.2d 343 (1940), for the proposition that Count II is merely part of the same cause of action as Count I. But *Bond* does not hold that overlapping theories must be dismissed at the pleading stage. There, the plaintiffs separated into different "causes of action", their general and special damages arising from the same breach of an express warranty. The Nevada Supreme Court held only that those separately labeled claims were, in substance, "merely a separation of the two parts of the same cause of action."

Critically, *Bond* did not dismiss the duplicative pleading. After concluding that the plaintiffs had pleaded only one cause of action, the court held that the complaint nevertheless stated a claim and affirmed the trial court's refusal to sustain the defendant's demurrer. Thus, *Bond* may support Defendants' characterization of overlapping theories as arising from a single underlying wrong, but it does not support the procedural remedy they seek here.

Nor did *Bond* address modern federal alternative pleading under Rule 8. Its analysis turned on whether the plaintiffs' various categories of damages constituted separate "causes of action" under Nevada pleading doctrine. See *id.* at 25–26, 98 P.2d at 346. In this Court, however, Rule 8 permits alternative theories to proceed at the pleading stage, and the Eighth Circuit has recognized

that any redundancy may be addressed later at the remedies stage. *See Whitney*, 700 F.3d at 1127 n.8. Defendants therefore cite *Bond* for a remedy it never imposed.

C. Any Risk of Duplicative Recovery Can Be Addressed at the Remedies Stage.

Defendants' remaining concern is not really about pleading, but recovery. They emphasize that Counts I and II rely on the same Section 3 representations and seek the same $600,000 loss. But Plaintiffs do not contend that they may recover that loss twice. The existence of overlapping theories does not create a right to duplicative damages.

That distinction is precisely why dismissal is unnecessary now. If discovery ultimately shows that Counts I and II are entirely coextensive, the Court can prevent double recovery through judgment, jury instructions, or other appropriate relief at the remedies stage. *See Whitney*, 700 F.3d at 1127 n.8. There is no need to eliminate Count II at the pleading stage merely because the theories may ultimately support the same measure of damages. Accordingly, even if Counts I and II substantially overlap, that overlap does not render Count II subject to dismissal under Rule 12.

V. Count III Plausibly Alleges Bad-Faith Exercise of White River's Contractual Discretion.

A. Nevada Law Recognizes an Implied-Covenant Claim Where Contractual Discretion Is Exercised Contrary to the Agreement's Purpose.

Nevada law implies a covenant of good faith and fair dealing in every contract. The covenant does not rewrite the parties' agreement or create obligations inconsistent with its express terms. But it does require each party to exercise contractual rights and discretion in a manner consistent with the purpose of the agreement and the justified expectations of the parties. As Defendants themselves recognize, the Nevada Supreme Court has held that the covenant is breached where a party performs "in a manner that is unfaithful to the purpose of the contract." *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991).

Defendants likewise cite *A.C. Shaw Construction v. Washoe County* for the proposition that the covenant applies to a contract's "performance and its enforcement." 105 Nev. 913, 914–15, 784 P.2d 9, 10 (1989).

That principle applies where a contract affords one party discretion in deciding how contractual procedures will be invoked or administered. The existence of contractual discretion does not eliminate the implied covenant; the covenant instead prevents that discretion from being exercised in a manner that defeats the agreement's purpose or deprives the other party of the benefit of the bargain.

B. Count III Targets White River's Alleged Bad-Faith Exercise of Contractual Discretion, Not the Same Conduct Underlying Count I.

Count III fits that distinction. It does not simply relabel the express breaches alleged in Count I. Count I alleges that White River violated the Agreement's express terms by, among other things, making false representations and warranties concerning the Credits, failing to deliver valid and transferable Credits, and failing to honor its contractual obligations. Count III, by contrast, is pleaded in the alternative and assumes that White River may not have technically violated the express text of Sections 5.1 and 5.4. It instead alleges that White River exercised the discretion those provisions afforded in a manner that disrupted Plaintiffs' right to receive the benefit of the Transaction.

The FAC identifies post-contract conduct supporting that theory. It alleges that, after the IRS rejected the Credits, White River refused to make Plaintiffs whole and instructed them through counsel to "wait and see" while White River pursued legal and political efforts against the IRS, even though those efforts were allegedly unlikely to succeed and continued delay risked further depleting White River's ability to satisfy purchaser claims. Plaintiffs' theory is therefore not merely that White River breached an express contractual promise, but that White River used the

discretion and control afforded by Sections 5.1 and 5.4 in a manner allegedly inconsistent with the Agreement's purpose and Plaintiffs' justified expectations.

That is where this case departs from *Whiting-Turner*, No. 2:25-cv-00111-ART-DJA, ECF No. 46 (D. Nev. Jan. 23, 2026). There, the court dismissed the implied-covenant claim because it was based on the same conduct underlying the separately pleaded contract claim. Here, by contrast, Count III is expressly pleaded on the alternative premise that no technical breach of Sections 5.1 and 5.4 occurred, but that White River nevertheless administered and enforced those provisions in bad faith. The claim therefore rests on different alleged conduct and a different theory of breach. Plaintiffs do not contend that White River breached the implied covenant merely by drafting or including Sections 5.1(b) and 5.4 in the Agreement. To the extent Paragraph 95(a)–(b) could be read to assert that theory, Plaintiffs do not rely on those allegations as an independent basis for Count III.

VI. Count VI Plausibly Pleads Negligent Misrepresentation Under Nevada Law.

A. Count VI Includes Pre-Contract Misrepresentations That Are Not Coextensive With White River's Contractual Duties.

Nevada law governs Count VI because TCPA § 9 selects Nevada substantive law for any dispute concerning the Transaction. FAC Ex. A § 9. Under Nevada law, negligent misrepresentation is a recognized tort adopted from Restatement (Second) of Torts § 552. *Bill Stremmel Motors, Inc. v. First Nat'l Bank of Nev.*, 94 Nev. 131, 575 P.2d 938 (1978). The elements are: (i) a representation made in the course of business or a transaction in which the defendant has a pecuniary interest; (ii) false information; (iii) failure to exercise reasonable care in obtaining or communicating the information; (iv) justifiable reliance; and (v) pecuniary loss. *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 449, 956 P.2d 1382, 1387 (1998).

Nevada's economic-loss doctrine generally bars unintentional tort claims seeking purely economic damages, but the Nevada Supreme Court has preserved an exception "in [a] certain categor[y] of cases when strong countervailing considerations weigh in favor of imposing liability." *Halcrow, Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 394, 400, 302 P.3d 1148, 1153 (2013) (quoting *Terracon Consultants W., Inc. v. Mandalay Resort Grp.*, 125 Nev. 66, 73, 206 P.3d 81, 86 (2009)). *Halcrow* declined to apply that exception in the commercial-construction context because a "highly interconnected network of contracts" already allocated the parties' risks and liabilities. This is not that context: no interconnected contract network allocates the risk of a seller's pre-contract representations that its purported federal tax credits exist.

A recent District of Nevada decision applied that reasoning where the alleged negligent misrepresentations were not independent of the defendant's contractual obligations. In *Community Schools Initiative v. Vanguard Field Strategies, LLC*, No. 2:23-cv-00069-APG-EJY, ECF No. 32 (D. Nev. Jan. 17, 2024), the court concluded that representations concerning the validity rate of petition signatures were barred because that same validity rate was the subject of the parties' contractual bargain. The court emphasized that negligent-misrepresentation theories are materially stronger where the alleged representation is "entirely separate and distinct from the material terms of the agreement," rather than merely another way of alleging failure to perform a contractual duty.

Count VI includes allegations that satisfy that distinction. The FAC does not solely rely on White River's contractual warranties that detailed its ownership of the Credits and its authority to transfer them. It also alleges purchaser-facing, pre-contract representations that the Credits had been registered with the U.S. Treasury, that they were issued to or authorized by a Native American tribe, that purchasers should claim them on a specific line of Form 1040, and that the Credits were or would be imminently supported by a Washington, D.C. law-firm tax opinion and an IRS private

letter ruling. FAC ¶¶ 103(e)–(h), 104. Those are representations concerning external governmental authorization, registration, filing treatment, and legal support; they are not themselves promises White River undertook to perform under Sections 3.1, 3.2, 3.5, 5.1, or 5.4 of the TCPA.

Nor were those statements merely incidental to White River's role as seller. They concerned facts peculiarly within White River's knowledge as the entity purporting to own and transfer the Credits and were supplied for the express purpose of inducing prospective purchasers to proceed with the transaction. The FAC alleges that White River expected and intended purchasers such as Plaintiffs to use that information in deciding whether to buy the Credits. FAC ¶ 119. On those allegations, White River supplied information "for the guidance of" Plaintiffs in a business transaction in which White River indisputably had a pecuniary interest.

The FAC further alleges that those representations were materially false or misleading: Treasury has stated that the purported Credits do not exist, the Cherokee Nation denied authorizing or associating with the program, and the alleged Treasury registration and legal-support representations lacked the basis conveyed to purchasers. At minimum, those allegations are not coextensive with Plaintiffs' contract claim and should not be dismissed merely because other negligent-misrepresentation theories may overlap with White River's express warranties.

B. The FAC Adequately Pleads the Remaining Elements of Negligent Misrepresentation.

The FAC also pleads the elements required by Restatement § 552. White River allegedly supplied the challenged information in a transaction in which it had an obvious pecuniary interest: the sale of the Credits for $600,000. FAC ¶ 117. It further alleges that White River supplied that information specifically to guide Plaintiffs' decision whether to enter the Transaction and expected prospective purchasers such as Plaintiffs to rely on it for that purpose. FAC ¶¶ 117, 119.

The FAC likewise pleads lack of reasonable care. It alleges that, before marketing and selling the Credits as valid federal income-tax credits, White River failed to verify whether federal law authorized their existence, sale, or transfer; whether the Cherokee Nation had authorized the program; and whether the Credits had in fact been registered with the U.S. Treasury. FAC ¶ 118. Those allegations are sufficient at the pleading stage to support the inference that White River failed to exercise reasonable care or competence in obtaining or communicating the information it supplied.

Plaintiffs also plead justifiable reliance and pecuniary loss. They allege that they relied on White River's representations in deciding to enter the Transaction and pay the $600,000 purchase price, and that they suffered pecuniary loss as a result. FAC ¶¶ 119–120. Section 4.6(c) does not defeat that reliance as a matter of law because the Agreement expressly preserves reliance on White River's own representations, warranties, and covenants, and the challenged pre-contract statements are alleged to have been part of the information supplied to induce the Transaction rather than representations contradicting the Agreement. Accordingly, even if the Court concludes that some negligent-misrepresentation theories overlap with White River's express contractual warranties, the FAC still pleads a viable § 552 theory based on allegedly false information supplied for Plaintiffs' guidance, without reasonable care, in a transaction in which White River had a direct pecuniary interest.

VII. Count VIII Remains Viable to the Extent It Seeks Construction of the Parties' Private Contractual Rights.

A. Plaintiffs Do Not Seek a Declaration of Federal Tax Liability.

Plaintiffs do not ask this Court to determine their federal tax liability, direct the IRS or Tax Court, or declare what federal tax law requires of them. To the extent Count VIII or the Prayer for

Relief could be read to seek such relief, Plaintiffs do not pursue that construction. The Declaratory Judgment Act excludes declarations "with respect to Federal taxes," 28 U.S.C. § 2201(a), and Plaintiffs do not contend otherwise.

That limitation, however, does not eliminate Count VIII's separate request for construction of the parties' contractual rights and obligations. Count VIII alleges an actual controversy over whether the Agreement itself requires Plaintiffs to continue an IRS administrative process, Tax Court proceeding, refund claim, or appeal as a contractual condition of recovering their money. Defendants expressly acknowledge that this request concerns "the parties' private bargain" and state that White River "does not ask the Court to refuse it on that footing." Accordingly, Plaintiffs agree only that Count VIII does not provide a vehicle for obtaining a declaration governing federal tax law or IRS procedures. The contractual controversy remains properly before the Court.

B. Count VIII Presents a Live Controversy Concerning the Parties' Contractual Rights and Obligations.

Count VIII asks the Court to resolve a concrete dispute over the meaning and effect of the TCPA. Plaintiffs allege that White River contends the Agreement requires them to continue pursuing IRS administrative and judicial processes before they may recover their money, while Plaintiffs contend that the Agreement imposes no such contractual prerequisite. That disagreement presents an actual controversy concerning the parties' respective contractual rights and obligations.

Defendants effectively concede as much. Their motion acknowledges that, to the extent Count VIII asks the Court to determine whether the Agreement requires Plaintiffs to continue an IRS process, Tax Court proceeding, refund claim, or appeal as a condition of recovery, the request concerns "the parties' private bargain," and White River "does not ask the Court to refuse it on that footing." The federal-tax exception to the Declaratory Judgment Act therefore does not require dismissal of that contractual dispute.

Nor does the existence of related coercive claims eliminate the usefulness of declaratory relief at the pleading stage. A declaration regarding the operation of Sections 5.1(b) and 5.4 would define the parties' present obligations and determine whether Plaintiffs must continue pursuing the administrative and judicial process White River invokes as a condition to repayment. That issue is distinct from any eventual award of damages or restitution and remains live regardless of whether Plaintiffs also pursue breach, rescission, or restitution theories. Accordingly, Count VIII should remain to the extent it seeks a declaration concerning the parties' contractual rights and obligations under the TCPA.

VIII. Count XIII Plausibly Pleads Civil Conspiracy.

A. The FAC Pleads an Agreement, Concerted Action, and Underlying Tortious Conduct.

A civil-conspiracy claim requires concerted action by two or more persons to accomplish an unlawful objective, together with resulting injury. Defendants do not materially dispute that Arkansas and Nevada apply substantially similar standards; instead, they argue that the FAC pleads only a lawful commercial relationship and group conduct rather than an agreement to pursue an unlawful objective. The FAC alleges more.

Count XIII specifically alleges that White River, Puchir, and e3 agreed to and pursued the objective of marketing, selling, and retaining proceeds from purported federal tax credits that did not legally exist. FAC ¶ 152. It identifies concrete facts from which concerted action may reasonably be inferred, including White River's express marketing and distribution arrangement with e3, e3's compensation from the Transaction, coordinated promotional and contracting communications through the "NATC Operations Team," and joint efforts by Puchir and Moriarty to address purchaser concerns regarding IRS treatment.

Those allegations are not based merely on parallel conduct. Defendants themselves admit that White River entered into an NDA and marketing agreement under which e3 would establish a distribution network for the Credits, and that the Addendum identified e3 as White River's marketing and distribution partner. The FAC further alleges that e3 was compensated from the transaction and participated in the communications and sales process through which Plaintiffs were induced to purchase the Credits. Taken together, those allegations plausibly support an inference of coordinated conduct extending beyond an ordinary arm's-length commercial relationship.

Count XIII also identifies actionable underlying torts, including fraud in the inducement, negligent misrepresentation, breach of fiduciary duty, and constructive fraud. FAC ¶ 153. As explained above, Plaintiffs have adequately pleaded at least one underlying tort against White River, and the FAC separately alleges tortious conduct by e3. The conspiracy claim therefore does not fail for lack of an underlying actionable wrong.

B. The Intracorporate-Conspiracy Doctrine Does Not Require Dismissal of Count XIII.

Defendants' reliance on the intracorporate-conspiracy doctrine does not dispose of the claim. Even assuming White River and Puchir could not conspire with one another while Puchir acted solely in his official corporate capacity, Count XIII alleges a conspiracy that also includes e3—a separate legal entity with its own economic interests, compensation arrangement, personnel, and alleged tortious conduct. The doctrine that a corporation cannot conspire with itself therefore does not eliminate the alleged combination between White River and e3.

Indeed, Defendants' own pleadings confirm that e3 was not simply part of White River's corporate structure. They admit that e3 held a separate marketing and distribution agreement with White River, was tasked with establishing a distribution network, and was identified as White River's marketing and distribution partner. White River has also reserved contribution and

indemnity claims against e3 and John Moriarty, further underscoring that Defendants themselves treat e3 as a legally distinct actor whose conduct may give rise to separate liability.

Accordingly, even if the Court were to disregard the alleged White River–Puchir combination under the intracorporate-conspiracy doctrine, the FAC still alleges the required plurality through White River and e3. Count XIII therefore should not be dismissed on that basis.

IX. Any Remaining Issues Should Be Narrowed Consistently With the Surviving Claims.

A. Mironova's Nonsignatory Status Affects Only the Contract-Based Claims She Does Not Independently Assert.

Defendants emphasize that Plaintiff Mironova did not sign the TCPA. Plaintiffs do not contend that Mironova may enforce White River's express contractual obligations under Counts I and II in her own right. But that limited point does not support dismissal of her remaining claims. The FAC alleges injuries to Mironova independent of any contractual right under the TCPA. Mironova filed the joint federal income-tax return on which the Credits were claimed and is jointly liable for the resulting tax deficiency, penalties, and interest. She also co-owned the marital funds used to fund the Transaction and was jointly a client of e3 in connection with the tax strategy and recommendation of the Credits. Those allegations support claims arising from injuries she personally suffered, and duties allegedly owed to her independently of the Agreement. Accordingly, Mironova's status as a nonsignatory affects only her ability to recover under Counts I and II as claims enforcing White River's express obligations under the TCPA. It does not provide a basis to dismiss her tort, restitutionary, or other independent claims.

Ms. Mironova's standing on the FAC's non-contract counts is directly pleaded and grounded in four independent bases at FAC ¶ 22. First, joint federal-return liability: Ms. Mironova and Mr. Zrazhevskiy filed a joint 2023 federal income tax return on which the Credits

were claimed, and Ms. Mironova is jointly and severally liable under 26 U.S.C. § 6013(d)(3) for the tax deficiency the IRS's disallowance imposes. Second, community-property co-ownership of the $600,000 paid to White River. Third, intended-beneficiary status. Fourth, joint client of e3. FAC ¶ 22. Defendants' motion addresses only one of these grounds; the joint-return liability alone requires denial of dismissal as to Ms. Mironova, on any count that does not require TCPA signatory status.

B. Count IV Is Properly Pleaded In the Alternative.

Defendants' objection to Count IV is premature because the FAC does not seek unjust-enrichment recovery in addition to recovery under an enforceable contract. Count IV expressly states that it is pleaded "solely in the alternative pursuant to Federal Rule of Civil Procedure 8(d)," and only if the Court determines that the TCPA is void, voidable, rescinded, unenforceable, or otherwise does not govern Plaintiffs' right to restitution. The FAC further recognizes Nevada's general rule that unjust enrichment is unavailable where an express written contract governs the same subject matter.

That is precisely the circumstance in which alternative pleading is appropriate. Plaintiffs may not ultimately obtain duplicative recovery under both contract and unjust-enrichment theories, but they need not elect between those theories before the Court determines whether the TCPA is valid and enforceable and whether it supplies an adequate remedy. Count IV therefore should remain as an alternative restitution theory at the pleading stage.

C. Attorneys' Fees and Punitive Damages Should Track the Claims That Survive.

Defendants' request to "prune" Plaintiffs' remedies does not provide a basis for dismissing otherwise viable claims. Plaintiffs do not contend that attorneys' fees are recoverable simply because this case includes contract claims. The FAC requests fees only "to the extent permitted by

law, contract, or the Court's equitable authority." Defendants themselves recognize that fees are a remedy rather than an independent cause of action. Accordingly, the availability of attorneys' fees should be determined by reference to whatever statutory, contractual, or other legal basis remains applicable to the claims that survive.

The same is true of punitive damages. Plaintiffs do not seek punitive damages for an ordinary breach of contract. The FAC seeks punitive damages in connection with alleged tortious misconduct, including fraud, and specifically alleges that White River's conduct was willful, malicious, and oppressive within the meaning of NRS 42.005. Defendants' argument therefore depends on their assumption that no qualifying tort claim will remain. Because Plaintiffs have adequately pleaded tort claims for the reasons discussed above, it would be premature to eliminate punitive damages at the pleading stage. The appropriate course is therefore to allow both remedies to rise or fall with the substantive claims and the legal bases that ultimately support them, rather than striking them categorically now.

Conclusion

For the foregoing reasons, Plaintiffs respectfully request that the Court deny Defendants' Motion to Dismiss except to the limited extent expressly addressed above. Plaintiffs have adequately pleaded their fraud, alter-ego, indemnification, implied-covenant, negligent-misrepresentation, declaratory-judgment, and civil-conspiracy theories, and the remaining alternative and remedial issues do not warrant dismissal at the pleading stage. To the extent the Court narrows any claim or remedy, Plaintiffs respectfully request that such narrowing be limited to the specific theory or form of relief at issue and not extend to otherwise independently viable claims.

In the alternative, if the Court concludes that any count is deficient on any ground identified in the Motion, Plaintiffs respectfully request leave to amend under Fed. R. Civ. P. 15(a)(2), which is to be freely given "when justice so requires."

Dated: September 17, 2026

Respectfully submitted,

REVISION LEGAL, PLLC

/s/ John Di Giacomo
John Di Giacomo
444 Cass St., Suite D
Traverse City, MI 49684
(231) 714-0100
john@revisionlegal.com
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

Respectfully submitted,

REVISION LEGAL, PLLC

/s/ John Di Giacomo
John Di Giacomo
444 Cass St., Suite D
Traverse City, MI 49684
(231) 714-0100
john@revisionlegal.com
Attorneys for Plaintiffs