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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

EVERLONG, LLC.,
a Florida Limited Liability Company,

Plaintiff,

v.

DARRAGH KENNY,

and

OAKLAND VENTURES, LLC
a Florida Limited Liability Company,

and

OAKMONT STABLES, LLC,
a Florida Limited Liability Company,

and

WHITEROCK FARM LIMITED,
an Irish Limited Private Company,

Defendants.

COMPLAINT

Plaintiff, Everlong, LLC ("Everlong") sues Defendants, Darragh Kenny ("Mr. Kenny"), Oakland Ventures, LLC ("Oakland Ventures"), Oakmont Stables, LLC ("Oakmont"), and Whiterock Farm Limited ("Whiterock") (collectively, "Defendants"), and states as follows:

NATURE OF ACTION

1. This case arises from a business relationship concerning competitive show jumping horses. Plaintiff Everlong is the owner of elite show jumping horses that compete internationally.

In 2018, Everlong entered into a verbal sponsorship agreement with Defendant Mr. Kenny, a professional horse trainer and internationally ranked competitive rider. Under the sponsorship agreement, Everlong agreed to, among other things, purchase (or part-purchase) horses exclusively for Mr. Kenny – and cover the care and training costs of those horses. Everlong also agreed to pay Mr. Kenny a 50% rider's fee (allowing him to retain that portion of prize money won at competitions). In exchange, Mr. Kenny agreed to, among other things, find competitive horses, and care for and train existing Everlong horses, and compete with them at top equestrian events.

2. Through fraud, concealment, intentional overbilling and breaches of contract, Mr. Kenny and his companies -- the corporate-named Defendants controlled entirely by Mr. Kenny -- have severely damaged and injured Everlong. Plaintiff Everlong brings this suit seeking compensatory and punitive damages in excess of two million dollars resulting from Defendants' tortious conduct and breaches of the sponsorship agreement. Everlong also seeks an accounting from Defendants.

PARTIES, JURISDICTION, AND VENUE

3. Plaintiff Everlong, LLC is a Florida limited liability company, formed in 2015, and having its principal place of business at 340 Royal Palm Way, Suite 101, Palm Beach, Florida. Everlong buys and sells elite jumping horses for competition purposes. Its horses compete nationally and internationally. Everlong also sells the semen of its prized stallion Balou du Reventon for breeding purposes. Ann Thompson ("Ms. Thompson") is the managing member of Everlong. At all times relevant hereto, Everlong has regularly maintained its horses and conducted business in Florida.

4. Defendant Darragh Kenny is a professional showjumping rider who is highly-ranked and competes all around the world. In addition, Mr. Kenny trains other riders, and buys

and sells horses in Florida. Since 2012, he has served as the head jumping coach and trainer at Oakland Stables, a show jumping training facility based in Wellington, Florida. Upon information and belief, Mr. Kenny is Irish, a resident alien in this country, and currently resides at 15721 Athens Terrace, Wellington, Florida 33414.¹

5. Defendant Oakland Ventures LLC d/b/a Oakland Stables is a Florida limited liability company, formed in 2012, and having its principal place of business at 11924 W. Forest Hill Boulevard, Suite 10A-356, Wellington, Florida 33414. Oakland Ventures trains and boards show jumping horses. It holds itself out as an elite training school with bases in Wellington, Florida; Thermal, California; and Meije, Netherlands. Defendant Mr. Kenny is the managing member of Oakland Ventures, and has complete control over its operations.

6. Defendant Oakmont Stables, LLC is a Florida limited liability company, formed in 2018, and having its principal place of business at 11924 W. Forest Hill Boulevard, Suite 10A-356, Wellington, Florida 33414. Oakmont buys and sells horses. Defendant Mr. Kenny is the managing member of Oakmont, and has complete control over its operations.

7. Defendant Whiterock Farm Limited is an Irish limited private company, formed in 2015, and having its principal place of business at 57 Dame Street, Dublin 2, Harbour Street, Ireland 494806. Mr. Kenny is the Director and sole owner of Whiterock, and has complete control over its operations. At all times relevant hereto, Whiterock, at Mr. Kenny's direction, has conducted, engaged, and carried on business ventures for profit in Florida, including with respect to Everlong and the sponsorship agreement. Whiterock derives substantial revenue from its interstate and international commercial activities. Accordingly, Whiterock should expect that its activities, including the tortious and wrongful conduct alleged herein, would have consequences

¹ Mr. Kenny previously resided at 1660 Corsica Drive, Wellington, Florida 33414.

in Florida and elsewhere in the United States. Indeed, Everlong's damages arise from and relate to Whiterock's contacts with Florida, including specifically its role in the scheme to defraud Everlong and its managing member, Ms. Thompson.

8. Defendants Oakland Ventures, Oakmont, and Whiterock are mere instrumentalities and alter egos of Defendant Mr. Kenny. As set forth below, Mr. Kenny dominates and controls each corporation fully and to such an extent that they are alter egos of him. At Mr. Kenny's direction, these corporate Defendants commingled funds, failed to maintain corporate formalities, and paid for liabilities and expenses of the other. Mr. Kenny used each entity in furtherance of his fraudulent scheme to steal money and property outright from Everlong, and to conceal improper charges, mischarges, and overcharges to Everlong. Mr. Kenny used each entity to "justify" monies allegedly earned and owed under the sponsorship agreement discussed below even though the entity did not provide the service or make the purchase at issue.

9. Defendants have conducted continuous and regular business in Florida and have committed breaches of contract and tortious acts in this state resulting in severe economic injuries to Plaintiff in excess of \$15,000 exclusive of interest, costs, and attorneys' fees. Accordingly, this Court has jurisdiction over the claims pursuant to Florida Statutes section 48.193(1)(a) (1), (2), (3), and (7).

10. Venue is proper in Palm Beach County, Florida pursuant to Florida Statutes sections 47.011 and 47.051.

GENERAL ALLEGATIONS

11. Ms. Thompson, the managing member of Everlong, is a life-long owner and rider of horses, including show jumping horses. In 2018, Ms. Thompson was residing in Palm Beach, Florida.

12. In 2018, Mr. Kenny was residing and working in Wellington, Florida where he had been running his company Oakland Ventures d/b/a Oakland Stables since 2012. Mr. Kenny served as Oakland Stables' head show jumping coach. He was also competing in horse jumping shows.

13. Ms. Thompson first met with Mr. Kenny in or about January 2017, as he was training one of Everlong's riders. As a result, Ms. Thompson had the opportunity to observe and evaluate Mr. Kenny's riding, jumping, and training skills. Ms. Thompson quickly recognized Mr. Kenny's talent as well as his deep knowledge of the sport and industry.

14. Ms. Thompson believed that Mr. Kenny had the ability to be one of the best show jumping riders in the world given his talent, competitive drive, and love of the sport, if Mr. Kenny had the right horses with which to compete.

15. Ms. Thompson shared with Mr. Kenny that she wanted one of her horses to compete at the 2020 Olympics, and Mr. Kenny shared his goal to be the number one ranked jumping rider in the world. In January 2018, Mr. Kenny was ranked 61st in the world, in accordance with the FEI Longines Rankings.

I. The Sponsorship Contract.

16. In early 2018, a year after their first meeting, Everlong, through Ms. Thompson, offered to sponsor Mr. Kenny. That is, Everlong would pay Mr. Kenny to train and ride its horses competitively. As a rider in need of sponsorship, Mr. Kenny was thrilled to have the opportunity and accepted the sponsorship.

17. Ms. Thompson, on behalf of Everlong, and Mr. Kenny negotiated and agreed to the terms of the sponsorship. While the terms were not memorialized in a formal document, the parties expressly agreed to all of the material terms of the agreement and understood that they had entered into a binding contract (hereinafter, the "Sponsorship Contract").

18. More specifically, Everlong agreed to: (i) purchase horses that the parties mutually identified for competition and/or training purposes; (ii) pay for the care of the horses purchased exclusively for Mr. Kenny (*e.g.*, board, feed, farrier bills, veterinary bills, *etc.*); (iii) pay for certain costs of having the Everlong horses compete (*e.g.*, transportation for the horses, and a groomer; board for the horses, and a groomer, *etc.*); and (iv) pay Mr. Kenny a "rider's fee", fifty (50%) of all prize money won at show competitions (after deducting show fees and related taxes). Everlong also gave Mr. Kenny the opportunity to acquire a fifty (50%) ownership interest in certain Everlong horses where Mr. Kenny paid expenses totaling fifty (50%) of an individual horse's purchase price.

19. In exchange, Mr. Kenny agreed to: (a) find competitive horses to recommend for purchase; (b) take charge of the daily care and training of Everlong horses; (c) ride Everlong horses at competitions mutually selected by Everlong and himself; and (d) keep Everlong apprised of the health and progress of its horses. These obligations necessarily required Mr. Kenny to keep accurate books and records of the expenses incurred and for which Everlong was responsible (which he failed to do altogether).

20. Because Mr. Kenny had responsibility for the daily care, training, and health of Everlong's horses, Everlong necessarily had to rely on Mr. Kenny's judgment, expertise, and knowledge of the horses in his charge. For these same reasons, Everlong also had to rely on Mr. Kenny to accurately record and invoice Everlong for the expenses they had agreed Everlong would pay. In short, given Mr. Kenny's contractual obligations and promises to treat Everlong's horses as if they were his own, Mr. Kenny and Everlong shared a fiduciary relationship.

21. Because Everlong was responsible for nearly all expenses associated with the horses in Mr. Kenny's charge and for the competitions, and because Everlong had agreed to pay Mr. Kenny a generous rider's fee, all other costs had to be approved in advance by Everlong before

being incurred. It was agreed and understood that Everlong would not cover or reimburse costs related to Mr. Kenny's other sponsors, horses, employees, clients, and/or business operations, including any staff or vendors he employed in connection with those other sponsors, horses, employees, clients, and business operations.

22. At no time was Mr. Kenny an employee of Everlong, and Mr. Kenny's rider's fee was paid to him in his individual capacity.

II. The Sponsorship Begins And Is Successful Initially.

23. Between 2018 and 2019, upon Mr. Kenny's recommendation, Everlong purchased 14 showjumping horses costing over seven million dollars (\$7,000,000). It also sold a number of horses. On several occasions, Mr. Kenny served as Everlong's agent, finding sellers and buyers of horses. When serving as its agent, Everlong paid Mr. Kenny a sales commission.

24. Between 2018 and 2019, while riding Everlong horses, Mr. Kenny competed in numerous competitions in the United States and globally, winning or placing high in the majority of the competitions.

25. As a result, by January 1, 2020, Mr. Kenny was ranked 8th in the world, according to the FEI Longines Rankings.

26. During this period, Everlong earned a significant amount in prize money and Mr. Kenny earned a significant amount in rider's fees.

III. Defendants' Fraudulent Bookkeeping and Invoicing.

27. Although Everlong had entered into the Sponsorship Contract with Mr. Kenny, it soon became clear that Mr. Kenny was using his companies, Oakland Ventures, Oakmont, and Whiterock, in connection with his contractual obligations, including but not limited to, recording and invoicing expenses.

28. In order to fund the sponsorship, Everlong initially wired \$250,000 to Mr. Kenny's company, Oakland Ventures. Everlong made several more payments to Mr. Kenny over the course of the sponsorship. Payments were made from a bank account that Everlong maintained in Florida, to a bank account that Oakland Ventures maintained in Florida, and to a bank account that Whiterock maintained in Ireland. Additionally, Mr. Kenny routinely directed funds concerning the Sponsorship Contract and Everlong to be transferred, credited, and debited among his companies, Oakland Ventures, Oakmont, and Whiterock.

29. Mr. Kenny did not generally forward receipts and invoices to Everlong for payment. Rather, Mr. Kenny and Oakland Ventures created monthly summaries of the expenses for which Everlong was allegedly responsible. The monthly summaries were forwarded to Everlong intermittently and almost never contained any back up original invoice for the sums incurred by third parties. That is, they did not include actual receipts or invoices for the expenses noted on the summaries.

30. The summaries make clear that Mr. Kenny was using both Oakland Ventures and Whiterock to track and bill expenses under the Sponsorship Contract.

31. In mid-2019, Everlong noticed numerous expense entries on the monthly summaries for which Everlong was not responsible under the Sponsorship Contract. By way of example, Mr. Kenny (through primarily Oakland Ventures and Whiterock) was charging Everlong for the travel and lodging costs for his personal assistants and for other riders, as well as for his personal equipment which was quite costly.

32. There were also substantial charges under the generic categories of "administration" and "miscellaneous" without any description of the charge and without any backup.

33. By way of other examples, Mr. Kenny improperly billed Everlong for: (i) a VIP table at a competition in Geneva, Switzerland twice at a cost of more than \$20,000; (ii) return transportation for two horses, attributed to a competition in North Carolina, even though Mr. Kenny could not obtain the necessary visa and did not travel to North Carolina at all (he was in Europe at the time); and (iii) lodging and related expenses for personal assistants and friends.

34. Over time, the expenses for veterinary checkups, care, medicine and farriers for Everlong's horses increased dramatically and disproportionately to the expenses normally incurred. Upon information and belief, it appears that Mr. Kenny was inflating the invoices and otherwise defrauding Everlong with respect to costs. Mr. Kenny rarely, if ever, provided the necessary back-up invoices for Everlong to verify the costs.

35. In addition, Mr. Kenny began transferring prize money earned in the United States and owing to Everlong to his Irish company, Whiterock. This practice presumably allowed Mr. Kenny and Whiterock to take advantage of Ireland's lower corporate tax rate and was performed for other financial and/or tax advantages. The practice, however, was severely injurious to Everlong. It resulted in Everlong losing money on the fluctuating exchange rates between and among the U.S. dollar, the EUR, and other currencies.

36. Mr. Kenny, through his company Whiterock, also improperly charged Everlong various European value added taxes ("VAT") and other foreign taxes even though Everlong was not subject to such taxes. Upon information and belief, Defendants did so in order to either (i) retain the supposedly owed "VAT" for himself; (ii) reclaim the VAT (in whole or in part) from the taxing authority; or (iii) to profit from the improper VAT charges to Everlong for which he sought reimbursement.

37. In addition, Mr. Kenny and his assistants/agents, including specifically Carmen Barrera and Katja Rettel, intentionally misrepresented to Everlong that the ownership of certain horses should be put in Whiterock's name in order to avoid the VAT, even though Everlong was not, in fact, subject to VAT. Upon information and belief, they made the false statements in order to permit Whiterock (and ultimately, Mr. Kenny) to reclaim the VAT from the taxing authority and/or to profit from the improper VAT charges to Everlong for which it would seek reimbursement.

38. Mr. Kenny also intentionally miscalculated his rider's fee under the Sponsorship Contract. He failed to deduct show costs and taxes from the gross winnings before calculating his 50% share. He calculated his rider's fee based on the gross amount of prize money in breach of the Contract.

39. Without Everlong's knowledge or permission, Mr. Kenny had lesser skilled riders train and compete with Everlong's horses, which led to injuries and a devaluation of the horses.

40. In late 2019, Everlong began to question the number of egregious expenses, including without limitation, the foreign currency exchange charges, the rider's fees, the veterinary charges, the administration and miscellaneous fees, credit card charges, and demanded back up documentation for the expenses.

41. Defendants either ignored Everlong's requests, promised to provide the documentation but never did, or produced documents that were incomplete or contradictory to previously-produced documents or previously-given explanations. Everlong eventually had to engage attorneys to try to compel Defendants to produce the backup (*e.g.*, receipts, invoices, etc.) of the expenses for which they were seeking reimbursement from Everlong.

42. In response, in late 2020, Defendants engaged a financial expert to assist with addressing Everlong's long-outstanding requests. Defendants have provided some additional documentation, but the documentation remains incomplete. Indeed, Mr. Kenny and Oakland Ventures provided several "reconciliation memoranda" with sparse backup and receipts. The memoranda are insufficient for reconciliation purposes, as they are scant on detail, contain indecipherable descriptions; and are unsupported by any original third-party invoices.

43. In December 2020, Mr. Kenny's then financial representative, Frank Gibb, confirmed of Mr. Kenny's approach to accounting that: *"once Ann questioned the procedure, they stopped sending invoices altogether."* See Ex. 1.

44. Defendants' business records show that Mr. Kenny, as managing member, director, or sole owner, of Oakland Ventures, Oakmont, and Whiterock, had complete control of these entities, and the entities did not adhere to corporate formalities in any manner. Each one charged Everlong for expenses and services, and each one credited and debited each other with respect to Everlong charges and payments.

IV. Mr. Kenny Misrepresents Himself as Owner of Balou Du Reventon and Steals Valuable Horse Straws From Everlong.

45. Everlong solely owns Balou du Reventon, an elite show jumping stallion.

46. As an internationally-ranked show jumper stallion, Balou du Reventon's semen (or straws) is highly valuable for breeding purposes. His straws sell for approximately EUR 900 each. Buyers typically purchase multiple straws to optimize chances of successful insemination.

47. Caroline Breeding Stallions ("CBS"), located in the Netherlands, is a management firm for the storage and supply of elite showjumping straws.

48. In February 2019, unbeknownst to Everlong, Mr. Kenny entered into a contract with CBS for the administration and management of Balou du Reventon's straws, falsely

representing himself as the owner of the horse. Later in 2019, Ms. Thompson gave Mr. Kenny limited permission to update the international equestrian governing body's database, to reflect a 1% 'token' ownership stake in Balou du Reventon, as was necessary if the horse were to compete for Ireland at the Olympic Games. Mr. Kenny acted beyond that authority and in fact amended the database to misrepresent himself as 49% owner of the horse.

49. Not knowing of Mr. Kenny's deception, Everlong gifted Mr. Kenny twenty-five (25) of Balou du Reventon's straws for personal use only (*i.e.*, not for resale). On release of the straws, Mr. Kenny expressly confirmed that he understood he did not have permission to resell.

50. In October 2020, CBS confirmed to Everlong that Mr. Kenny had in fact taken forty (40) of Balou du Reventon's straws -- of which, upon information and belief, twenty-five (25) were sold by Mr. Kenny to Ms. Kim Wade and Mr. Bill Stud, for profit, which Mr. Kenny retained.

51. CBS (together with New Nordic Horses, which facilitates the collection) also confirmed to Everlong that, resulting from Balou du Reventon's straws: (i) two foals were produced in 2020; (ii) at least five embryos were successfully created across 2019 and 2020; and (iii) at least one further embryo is currently in a 'carrier' mare, due in 2021. The pedigree of those offspring (*i.e.* the fact that they are descendants of Balou du Reventon) dramatically increases their value. As Mr. Kenny took and sold the straws without knowledge or authorization, Everlong is unable to confirm whether there are any more foals existing or due. As Mr. Kenny falsely (and repeatedly) represented that he was the owner of Balou du Reventon, Everlong is unable to confirm whether full and frank information has been provided.

52. Everlong and Ms. Thompson would not have gifted any straws to Mr. Kenny had they been aware of the egregious manner in which he and his companies were deceiving and defrauding Everlong. Nor would Everlong or Ms. Thompson have gifted any straws to Mr. Kenny

had they known that he intended to violate his promise not to sell the straws for profit to third parties. Indeed, as Mr. Kenny is well aware, the straws are an immensely valuable asset. To ensure and safeguard the straws' continued value, Everlong must know the identity of each potential purchaser and the number of straws to be purchased. The desirability and value of straws of elite stallions such as Balou du Reventon 's are quickly diminished if sales are not carefully controlled and limited.

53. Mr. Kenny's taking of, and unlawful dominion over, the straws and his subsequent selling of those straws was unauthorized, illegal, wrongful, and caused damage to Everlong.

V. Acting As Everlong's Agent, Mr. Kenny Misrepresents The Sales Price Of An Everlong Horse, Forges the Bill of Sale, And Wrongly Pockets The Additional Profit And His Commission.

54. Prior to June 2020, Everlong was the sole owner of an elite show jumping horse named Important de Muze.

55. In April 2020, Everlong decided to sell Important de Muze and entered into a verbal contract with Mr. Kenny regarding same. At the time, the horse was in the Netherlands.

56. Everlong and Mr. Kenny agreed that Mr. Kenny would act as Everlong's agent and attempt to find a purchaser for Important de Muze. They agreed to sell the horse for a minimum of one million Euros (EUR 1,000,000) for which Mr. Kenny would receive a fifteen percent (15%) commission on the actual sale price.

57. In early June 2020, for the first time, Mr. Kenny advised Everlong that he had found a buyer for Important de Muze at the minimum asking price of EUR 1,000,000.

58. Bizarrely, Mr. Kenny informed Ms. Thompson of the sale after it had taken place. He represented that the buyer was in a rush to return to France and wanted to consummate the transaction as quickly as possible.

59. Specifically, by email dated June 4, 2020, Mr. Kenny represented as follows:

Just so you have all the information very clear for everyone[.] Below attached are the amount that came into whiterock from the buyers of important (Haras des GP). And then the other attached is the invoice from Yuri Mansur (clear round stables) for his commission/agent fee on the horse, unfortunately it had to get sent to us to get the deal done as they wanted to get the horse picked up that morning[.] hopefully this makes everything clear[.] Can you send me exactly where to wire the money for Ann [Everlong] and I will get it to you today. Thank You! Darragh Kenny

See Ex. 2, June 4, 2020 email from Darragh Kenny to Louis J. Rouleau, Esq., counsel for Everlong and Ann Thompson, attaching: (i) an account screenshot purporting to show a wire transfer of EUR 1,120,000 from Hars Des GP to Whiterock on June 3, 2020 (Ex. 2a); and (ii) Clear Round B.V. Invoice No. 202000406, purporting to show a commission of EUR 120,000 owing to the Seller's agent for the sale of the horse (Ex. 2b).

60. By email dated June 5, 2020, Mr. Kenny reaffirmed the terms of the sale of Important de Muze:

If you read it again you will see the wire was 1,120,000 the 120,000 being for Yuri as agent, they wanted to send it all together, as you can imagine this was big deal and a lot of money so I was not going to argue with them I knew we could easily handle all this[.] As previously discussed Ann [Everlong] will receive 1,000,000e and then will only have to pay me 15%. So everything is as we agreed unfortunately it got a bit complicated but as I said I just wanted to make sure it got done, this was a huge deal in these time.

See Ex. 3, June 4, 2020 email from Darragh Kenny to Louis J. Rouleau, Esq., counsel for Everlong and Ann Thompson.

61. Thereafter, for business and tax purposes, Everlong requested a bill of sale evidencing the sale of Important de Muze. Initially, Mr. Kenny pushed back, explaining as follows: "I can get one and see if they will sign it but we never do bill of sale in Europe that's an

American thing Ann knows this, that's why I sent you all the stuff so you had everything clear." See Ex. 3 (The statement is patently false).

62. On June 12, 2020, Mr. Kenny emailed Everlong a purported bill of sale for Important de Muze ("Bill of Sale"). A true and correct copy of the Bill of Sale is attached hereto as Ex. 4.

63. The Bill of Sale is dated May 29, 2020, and reflects a purchase price of EUR 1,000,000. It purports to be signed by Yuri Mansur (the buyer's agent). It also reflects that Mr. Kenny was acting as "Seller or Duly authorized Agent of Everlong LLC/Ann Thompson."

64. On or about June 4, 2020, Whiterock wired Everlong the purported sales proceeds of EUR 1,000,000. The money was wired to an Everlong bank account.

65. Shortly thereafter, Everlong paid Mr. Kenny the agreed-upon commission of 15% on the sale of Important de Muze (or \$150,000).

66. Subsequently, Everlong has learned and verified that the buyer of Important de Muze (Hars des Grillon) paid EUR 1,120,000 and not EUR 1,000,000, as Mr. Kenny repeatedly misrepresented.

67. Everlong has also learned and verified that neither the buyer of Important de Muze (Hars des Grillon) nor his agent (Yuri Mansur), signed the Bill of Sale.

68. Further, Everlong has learned and verified that Yuri Mansur, the buyer's agent, received a commission of EUR 130,000 for his side of the deal, which commission was paid directly by his client (Hars des Grillon). Mr. Mansur was not paid a commission of EUR 120,000, and Mr. Kenny did not pay the buyer's commission from the sale price, as Mr. Kenny repeatedly misrepresented.

69. With respect to the sale of Important de Muze, Mr. Kenny repeatedly made material misrepresentations to Everlong and on which Everlong reasonably relied. He fabricated a bill of sale, forged the buyer's authorized signature, retained the EUR 120,000 (comprising the difference between the actual purchase price and the misrepresented purchase price), and was wrongly paid a commission while committing fraud and theft.

70. Upon information and belief, Mr. Kenny has committed the same or similar wrongful acts when acting as Everlong's agent in other instances.

COUNT I -- FRAUD
(against Defendants Mr. Kenny and Whiterock)

71. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 70 as if fully set forth herein.

72. Mr. Kenny and Whiterock made numerous false statements of material fact with respect to the sale of the horse Important de Muze.

73. Specifically, in emails dated June 4-5, 2020, Mr. Kenny made the following false statements to Everlong (and its counsel): (i) Mr. Kenny had a buyer willing to pay EUR 1,000,000 to purchase Important de Muze; (ii) the buyer wired Whiterock directly the sum of EUR 1,120,000, comprising the purchase price of EUR 1,000,000, and EUR 120,000 for the commission owed to the buyer's agent; and (iii) the buyer wanted to "send to send it [EUR 1,120,000] all together" and Mr. Kenny "was not going to argue with them." *See* Ex. 3.

74. In furtherance of these false statements and his fraudulent scheme, Mr. Kenny and Whiterock provided the following documents to Everlong: (a) evidence of a wire transfer from the buyer to Whiterock in the sum of EUR 1,120,000; (b) an alleged invoice purporting to show a commission of EUR 120,000 owing to buyer's agent; and (c) the Bill of Sale, purporting to

evidence that Important de Muze was purchased for EUR 1,000,000, and purporting to show buyer's agent signature. *See* Exs. 2a, 2b and 4.

75. Mr. Kenny and Whiterock knew the falsity of the statements when they made them just as they knew the falsity of the documents when they provided them.

76. Mr. Kenny and Whiterock knew that Hars de Grillon, the buyer, had purchased Important de Muze for EUR 1,200,000 by wire transfer to Whiterock on June 2, 2020, and not for EUR 1,000,000.

77. Mr. Kenny and Whiterock knew that Hars de Grillon, the buyer, paid Yuri Mansor, his agent, a commission of EUR 130,000 directly.

78. Mr. Kenny and Whiterock made the false statements and sent the emails and documents with the intent to induce Everlong into relying on same. They made the false statements and sent the emails and documents with the intent to deceive Everlong into believing that Important de Muze was purchased for EUR 1,000,000 and not for EUR 1,120,000, and that Mr. Kenny was entitled to a 15% commission on EUR 1,000,000.

79. Everlong reasonably relied on Mr. Kenny and Whiterock's false statements, emails, and documents with respect to the sale and purchase of Important de Muze.

80. Everlong has been severely damaged as a result of the aforementioned false statements and Everlong's reasonable reliance on same.

WHEREFORE, Plaintiff hereby demands judgment against Defendants Mr. Kenny and Whiterock for compensatory and punitive damages substantially in excess of \$400,000, to be determined at trial, for punitive damages, and awarding Plaintiff its costs and reasonable attorneys' fees in bringing this action, prejudgment interest, and such other and further relief as this Court deems just and proper.

COUNT II -- CONVERSION OF SALES PROCEEDS
(against Defendants Mr. Kenny and Whiterock)

81. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 80 as if fully set forth herein.

82. As the sole owner of the horse Important de Muze, Everlong is and was entitled to receive the full purchase price (EUR 1,120,000) resulting from the sale of the horse.

83. Despite Everlong's ownership interests in the proceeds from the sale of Important de Muze, Mr. Kenny and Whiterock have wrongfully kept and continue to keep and exercise dominion over EUR 120,000 of the EUR 1,120,000 purchase price paid for the horse (the "outstanding sales proceeds").

84. Mr. Kenny and Whiterock's dominion over the outstanding sales proceeds is inconsistent with the ownership interests of said proceeds. Everlong is the legal and rightful owner of the outstanding sales proceeds.

85. Everlong is entitled to the immediate return of the outstanding sale proceeds.

WHEREFORE, Plaintiff hereby demands judgment against Defendants Mr. Kenny and Whiterock, and requests that the Court order Mr. Kenny and Whiterock to immediately return the outstanding sales proceeds together with prejudgment interest, and awarding Plaintiff its costs and reasonable attorneys' fees in bringing this action, and such other and further relief as this Court deems just, proper, and equitable.

COUNT III -- BREACH OF CONTRACT
(against Defendant Mr. Kenny)

86. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 85 as if fully set forth herein.

87. In 2018, Everlong (through Ms. Thompson) offered to sponsor Mr. Kenny. That is, Everlong would pay Mr. Kenny to train and ride its horses competitively. As a young rider in need of sponsors, Mr. Kenny was thrilled to have the opportunity and accepted the sponsorship.

88. Pursuant to the Sponsorship Contract, Everlong agreed to: (i) purchase horses that the parties' mutually identified for competition and/or training purposes; (ii) pay for the care of the Everlong horses purchased exclusively for Mr. Kenny (*e.g.*, board, feed, farrier bills, veterinary bills, etc.); (iii) pay for certain costs of having the Everlong horses compete (*e.g.*, transportation for the horses, and a groomer; board for the horses, and a groomer, *etc.*); and (iv) pay Mr. Kenny a "rider's fee", fifty (50%) of all prize money won at show competitions (after deducting show fees and related taxes). Everlong also gave Mr. Kenny the opportunity to acquire a fifty (50%) ownership interest in certain Everlong horses where Mr. Kenny paid expenses totaling fifty (50%) of an individual horse's purchase price.

89. In exchange, Mr. Kenny agreed to: (a) find competitive horses; (b) take charge of the daily care and training of Everlong horses; (c) ride Everlong horses at competitions mutually-selected by Everlong and himself; and (d) keep Everlong apprised of the health and progress of its horses. These obligations necessarily required Mr. Kenny to keep accurate books and records of the expenses incurred and for which Everlong was responsible.

90. Everlong has performed all of its obligations under the Sponsorship Contract, including without limitation, purchasing show horses, paying for the care and training of its horses, and paying Mr. Kenny a rider's fee.

91. Defendant Mr. Kenny materially breached his obligations under the Sponsorship Contract by: (i) intentionally billing Everlong for expenses for which it was not responsible; (ii) incurring expenses and making purchases for which Everlong was not responsible and did not pre-

approve; (iii) inflating costs related to the care of Everlong's horses; (iv) failing to provide accurate records of charges, expenses, and purchases; (v) failing to provide timely invoices and/or back up documentation; (vi) improperly charging VAT and other taxes for which Everlong was not subject; (vii) upon information and belief, creating false documents in attempt to justify improper charges and expenses; and (vii) having lesser skilled riders train and compete with Everlong's horses, which led to injuries and a devaluation of the horses..

92. The aforementioned constitute material breaches of contract, which directly and proximately caused damage to Plaintiff.

WHEREFORE, Plaintiff hereby demands judgment against Defendant Mr. Kenny, in his individual capacity, for compensatory damages substantially in excess of fifteen thousand dollars (\$15,000) to be determined at trial, and awarding Plaintiff its costs, prejudgment interest, and such other and further relief as the Court deems just, equitable, and proper.

COUNT IV -- BREACH OF CONTRACT

(against Defendants Oakland Ventures, Oakmont,
and Whiterock, as alter egos of Mr. Kenny)

93. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 92 as if fully set forth herein.

94. Defendants Oakland Ventures, Oakmont, and Whiterock are mere instrumentalities and alter egos of Defendant Mr. Kenny. Mr. Kenny dominates and controls each corporation fully and to such an extent that are his alter egos. At Mr. Kenny's direction, these corporate Defendants commingled funds, failed to maintain corporate formalities, and paid for liabilities and expenses of the other.

95. In 2018, Everlong (through Ms. Thompson) offered to sponsor Mr. Kenny. That is, Everlong would pay Mr. Kenny to train and ride its horses competitively. As a rider in need of sponsorship, Mr. Kenny was thrilled to have the opportunity and accepted the sponsorship.

96. Pursuant to the Sponsorship Contract, Everlong agreed to: (i) purchase horses that the parties' mutually identified for competition and/or training purposes; (ii) pay for the care of the Everlong horses purchased exclusively for Mr. Kenny (*e.g.*, board, feed, farrier bills, veterinary bills, etc.); (iii) pay for certain costs of having the Everlong horses compete (*e.g.*, transportation for the horses, and a groomer; board for the horses, and a groomer, *etc.*); and (iv) pay Mr. Kenny a "rider's fee", fifty (50%) of all prize money won at show competitions (after deducting show fees and related taxes). Everlong also gave Mr. Kenny the opportunity to acquire a fifty (50%) ownership interest in certain Everlong horses where Mr. Kenny paid expenses totaling fifty (50%) of an individual horse's purchase price.

97. In exchange, Mr. Kenny agreed to (a) find competitive horses; (b) take charge of the daily care and training of Everlong horses; (c) ride Everlong horses at competitions mutually selected by Everlong and himself; and (d) keep Everlong apprised of the health and progress of its horses. These obligations necessarily required Mr. Kenny to keep accurate books and records of the expenses incurred and for which Everlong was responsible.

98. Everlong has performed all of its obligations under the Sponsorship Contract, including without limitation, purchasing show jumping horses, paying for the care and training of its horses, and paying Mr. Kenny a rider's fee.

99. At Mr. Kenny's direction, Defendants Oakland Ventures, Oakmont, and Whiterock performed contractual obligations of, and accepted certain benefits under, the Sponsorship Contract.

100. As instrumentalities and alter egos of Mr. Kenny, Defendants materially breached the Sponsorship Contract by: (i) intentionally billing Everlong for expenses for which it was not responsible; (ii) incurring expenses and making purchases for which Everlong was not responsible and did not pre-approve; (iii) inflating costs related to the care of Everlong's horses; (iv) failing to provide accurate records of charges, expenses, and purchases; (v) failing to provide timely invoices and/or back up documentation; (vi) improperly charging VAT and other taxes for which Everlong was not subject; (vii) upon information and belief, creating false documents in attempt to justify improper charges and expenses; and (viii) having lesser skilled riders train and compete with Everlong's horses, which led to injuries and a devaluation of the horses..

101. The aforementioned constitute material breaches of contract, which directly and proximately caused damage to Plaintiff.

WHEREFORE, Plaintiff hereby demands judgment against Defendants Oakland Ventures, Oakmont, and Whiterock for compensatory damages substantially in excess of fifteen thousand dollars (\$15,000) to be determined at trial, and awarding Plaintiff its costs, prejudgment interest, and such other and further relief as the Court deems just, equitable, and proper.

COUNT V -- CONVERSION OF HORSE STRAWS
(against Defendant Mr. Kenny)

102. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 101 as if fully set forth herein.

103. In 2019, unbeknownst to Everlong, Mr. Kenny entered into a contract with CBS for the administration and management of Balou du Reventon's straws, falsely holding himself out as the owner of the horse.

104. Not knowing of Mr. Kenny's deception, Everlong gifted Mr. Kenny twenty-five (25) of Balou du Reventon's straws for personal use only (*i.e.*, not for resale). On release of

the straws, Mr. Kenny expressly confirmed that he understood he did not have permission to resell the straws

105. In October 2020, CBS confirmed to Everlong that Mr. Kenny had in fact taken forty (40) of Balou du Reventon's straws -- of which, upon information and belief, twenty-five (25) were sold by Mr. Kenny to Ms. Kim Wade and Mr. Bill Stud, for profit, which Mr. Kenny retained.

106. Everlong and Ms. Thompson would not have gifted any straws to Mr. Kenny had they been aware of the egregious manner in which he and his companies were deceiving and defrauding Everlong. Nor would Everlong or Mr. Thompson have gifted any straws to Mr. Kenny had they known that he intended to violate his promise not to sell the straws for profit to third parties. Indeed, as Mr. Kenny is well aware, the straws are an immensely valuable asset. To ensure and safeguard the straws' continued value, Everlong had to know the identity of each potential purchaser of Balou du Reventon's straws and the number of straws to be purchased. The desirability and value of straws of elite stallions are quickly diminished if sales are not carefully controlled and limited.

107. Mr. Kenny's taking of, and unlawful dominion over, Balou du Reventon's straws and his subsequent selling of those straws was unauthorized and unlawful.

108. Mr. Kenny's actions were inconsistent with Everlong's exclusive ownership of the straws, and in breach of his promises to Everlong.

109. As a direct result of Mr. Kenny's unlawful action and wrongful dominion over the straws, Everlong has been damaged and injured in an amount to be determined at trial.

WHEREFORE, Plaintiff hereby demands judgment against Defendant Mr. Kenny, and requests that the Court order Mr. Kenny to immediately return any Balou du Reventon's straws or any progeny resulting from those straws in his custody, possession, or control, and for any straws

or progeny not returned, order Mr. Kenny to pay the value of the unreturned straws together with any profits Mr. Kenny earned from selling Balou du Reventon's straws to third parties. Plaintiff further requests that the Court award Plaintiff its costs and reasonable attorneys' fees in bringing this action, and such other and further relief as this Court deems just, proper, and equitable.

COUNT VI -- UNJUST ENRICHMENT (implied contract at law)
(against all Defendants)

110. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 109 as if fully set forth herein.

111. Consistent with the Sponsorship Contract, and based on the fiduciary relationship Everlong and Mr. Kenny shared, Plaintiff conferred numerous benefits on Defendant Mr. Kenny and his companies, Defendants Oakland Ventures, Oakmont, and Whiterock. These benefits included with limitation: (i) the purchasing of elite horses which Mr. Kenny used to further his international horse jumping ranking and his own professional reputation, and expand his client base and career opportunities, which simultaneously benefited his companies; (ii) payment of exceptionally generous rider's fees; (iii) the gifting of a car valued at over \$130,000; (iv) covering travel and lodging expenses for Defendants and their assistants/staff, including Mr. Kenny's parents; (v) the gifting of Balou du Reventon's straws; (vi) the opportunity to earn disclosed commissions on the sale and purchase of Everlong horses; and (vii) payment of significant sums of money based on false or inaccurate billing.

112. Defendants had knowledge of the benefits, voluntarily accepted the benefits, and continue to retain them.

113. Defendants acceptance and retention of these benefits while simultaneously engaged in a concerted effort to defraud Everlong make it unjust and inequitable for them to retain these benefits without paying the value thereof to Everlong.

114. Everlong would not have conferred any of these benefits had it known that Defendants were breaching their contractual obligations and committing the intentional tortious acts set forth herein.

WHEREFORE, Plaintiff hereby demands judgment against Defendants for compensatory damages substantially in excess of fifteen thousand dollars (\$15,000) to be determined at trial, and awarding Plaintiff its costs, prejudgment interest, and such other and further relief as the Court deems just, equitable, and proper.

COUNT VII -- QUANTUM MERUIT (implied contract in fact)
(against all Defendants)

115. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 114 as if fully set forth herein.

116. Consistent with the promises Plaintiff and Defendant made to each other, the course of their conduct and performance in furtherance thereof, and the fiduciary relationship they shared, Plaintiff conferred numerous benefits on Defendant Mr. Kenny and his companies, Defendants Oakland Ventures, Oakmont, and Whiterock. These benefits included with limitation: (i) the purchasing of elite horses which Mr. Kenny used to further his international horse jumping ranking and his own professional reputation, and expand his client base and career opportunities, which simultaneously benefited his companies; (ii) payment of generous rider's fees; (iii) the gifting of a car valued at over \$130,000; (iv) covering travel and lodging expenses for Defendants and their assistants/staff, including Mr. Kenny's parents; (v) the gifting of Balou du Reventon's straws; (vi) the opportunity to earn disclosed commissions on the sale and purchase of Everlong horses; and (vii) payment of significant sums of money based on false or inaccurate billing.

117. Defendants had knowledge of the benefits, voluntarily accepted the benefits, and continue to retain them.

118. Defendants acceptance and retention of these benefits while simultaneously engaged in a concerted effort to defraud Everlong make it unjust and inequitable for them to retain these benefits without paying the value thereof to Everlong.

119. Everlong would not have conferred any of these benefits had it known that Defendants were breaching their contractual obligations and committing the intentional tortious acts set forth herein.

WHEREFORE, Plaintiff hereby demands judgment against Defendants for compensatory damages substantially in excess of fifteen thousand dollars (\$15,000) to be determined at trial, and awarding Plaintiff its costs, prejudgment interest, and such other and further relief as the Court deems just, equitable, and proper.

COUNT XIII -- EQUITABLE ACCOUNTING
(against all Defendants)

120. Plaintiff realleges and reavers the allegations set forth in Paragraphs 1 through 119 as if fully set forth herein.

121. Defendant Mr. Kenny had responsibility for the daily care, training, and health of Everlong's horses. Consequently, Everlong had to rely on Mr. Kenny's judgment, expertise, and knowledge of the horses in his charge. For these same reasons, Everlong also had to rely on Mr. Kenny to accurately record and invoice Everlong. In short, given Mr. Kenny's contractual obligations under the Sponsorship Contract and his promises to treat Everlong's horses as if they were his own, Mr. Kenny and Everlong shared a fiduciary relationship.

122. In addition, at Mr. Kenny's direction, Defendants commingled funds, failed to maintain corporate formalities, and paid for liabilities and expenses of the other. Each Defendant charged Everlong for expenses and services, and each one credited and debited each other with respect to Everlong charges and payments.

123. The transactions that Defendants undertook on behalf of Everlong and the bookkeeping, recording, and invoicing of same are highly complex.

124. The transactions span more than two years, involve three companies controlled by Mr. Kenny, one of which is located in Ireland, and involve services and vendor charges incurred throughout the world.

125. Moreover, in connection with Everlong's requests for documentation and proof of expenses, Defendants have doctored documents, submitted facially inaccurate and/or conflicting invoices, and failed and refused to provide other documents.

126. In order for Everlong to determine the full amount of the damages it has suffered as result of Defendants' fraudulent acts, concealment, and breaches, Everlong must be given access to Defendants' business records, including its accounting and financial records, credit card statements, tax returns, and banking records from whomever is in custody of them and where ever they are maintained.

127. There is no other adequate remedy available to Plaintiff.

WHEREFORE, Plaintiff requests this Court enter an order granting Plaintiff access to Defendants' business records, including its accounting and financial records, credit card statements, tax returns, and banking records from whomever is in custody of them and where ever they are maintained. The time period of the business records is 2018-2021.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands jury trial on all issues and causes of action so triable as a matter of law.

Dated: March 1, 2021

Respectfully submitted,

/s/ Thomas Scott

Thomas E. Scott (Bar No. 149100)
Daniel E. Taub (Bar No. 124538)
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Suite 1400
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Of Counsel:

Louis J. Rouleau (to be admitted *pro hac vice*)
HOLLAND & KNIGHT LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Telephone: 202-469-5190
Facsimile: 202-955-5564
louis.rouleau@hklaw.com

Exhibit 1

NOT A CERTIFIED COPY

From: Frank Gibb <Frank@godsevandribb.com>
Sent: 01 December 2020 01:31
To: Lisa Lazarus <Lisa.Lazarus@morgansl.com>
Subject: [** SPAM **]Remaining Invoices for Whiterock Farm, Ltd.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Lisa,

These are the outstanding invoices for Ann's horses. The reason there are so many months included is because once Ann questioned the procedure, they stopped sending invoices altogether.

Hopefully, we can resolve the remaining issues, and all move on.

Best,

Frank

Exhibit 2

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

From: darragh kenny <dkenny08@live.com>
Sent: Thursday, June 4, 2020 8:50 AM
To: Rouleau, Louis <Louis.Rouleau@wbd-us.com>
Subject: Fwd: Important Commission / Bank WR

EXTERNAL EMAIL: Open Attachments and Links With Caution.

Hey Louis

Just so you have all the information very clear for everyone
Below attached are the amount that came into whiterock from the buyers of important (Haras des GP)
And then the other attached is the invoice from Yuri Mansur (clear round Stables) for his commission/agent fee on the horse, unfortunately it had to get sent to us to get the deal done as they wanted to get the horse picked up that morning
Hopefully this makes everything clear
Can you send me exactly where to wire the money for Ann and I will get it out today

Thank you!
Darragh Kenny

Begin forwarded message:

From: Katja Rettel
Date: June 4, 2020 at 2:43:58 PM GMT+2
To: darragh kenny
Subject: Important Commission / Bank WR

Exhibit 2a

NOT A CERTIFIED COPY

Deze webpagina verbruikt veel stroom. Je Mac reageert mogelijk sneller als je deze webpagina sluit.

Welcome kaja Retief

Help & Support 4 minutes until logout Logout

Balance & Transactions

Customer No: 128-90

Account Group: All

Currency: All

CURRENT ACCOUNTS
C/Ac

Yesterday's closing balance:
Value balance:
Balance:

From: To: Transactions: All

Amount From To

Type: Location: IBAN: BIC: Current A/C MULLINGAR

DATE	VALUE DATE	DETAILS	AMOUNT	CURRENCY
03/06/2020		2020021 HARAS DES GP	+ €1,120,000.00	

Exhibit 2b

NOT A CERTIFIED COPY

CLEAR ROUND B.V.
Venrayseweg 354
5928RL Venlo
Netherlands
VAT: [REDACTED] B01

Invoice NR.: 202000406
Date: 18/05/2020
Due date: 01/06/2020

Whiterock Farm LTD
Presentation House
Harbourstreet
Mullingar
Westmeath
VAT: [REDACTED] BH

Commission horse sold: Important de Muze	120.000,00 €
FEI: 104QO05	
Chip: 98110 00020 48877	

Vat: 0%	0,00 €
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SUB TOTAL:	120.000,00 €
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Exhibit 3

NOT A CERTIFIED COPY

From: Rouleau, Louis <Louis.Rouleau@wbd-us.com>
Sent: Friday, June 05, 2020 8:15 AM
To: darragh kenny <dkenny08@live.com>
Subject: Re: Important Commission / Bank WR

Please try as we need one for business/tax reasons

Sent from my iPhone

Louis Rouleau
Partner
Womble Bond Dickinson (US) LLP

d: 202-857-4558
m: 202-441-8041
e: Louis.Rouleau@wbd-us.com

1200 Nineteenth Street, N.W.
Suite 500
Washington, DC 20036



**WOMBLE
BOND
DICKINSON**

womblebond Dickinson.com



On Jun 5, 2020, at 8:00 AM, darragh kenny wrote:

I can get one done and see if they will sign it but we never do bill of sale in Europe that's an American thing Ann knows this, that's why I sent you all the stuff so you had everything clear,

Thank you!
Darragh Kenny

On Jun 5, 2020, at 1:58 PM, Rouleau, Louis wrote:

Got it but still need a copy of bill of sale.

Sent from my iPhone

Louis Rouleau
Partner
Womble Bond Dickinson (US) LLP

d: 202-857-4558
m: 202-441-8041
e: Louis.Rouleau@wbd-us.com

1200 Nineteenth Street, N.W.
Suite 500
Washington, DC 20036

womblebond dickinson.com

On Jun 5, 2020, at 2:24 AM, darragh kenny wrote:

Hi Louis

If you read it again you will see the wire was 1,120,000 the 120,000 being for Yuri as agent, they wanted to send it all together, as you can imagine this was a big deal and a lot of money so I was not going to argue with them I knew we could easily handle all this

As previously discussed Ann will receive 1,000,000e and then will only have to pay me 15%

So everything is as we all agreed unfortunately it got a bit complicated but as I said I just wanted to make sure it got done, this was a huge deal in these times

As regards the import tax it's gonna be 8k and will be payable when the rest of Ann horses return to USA

Let me know if you want to call about anything

Thank you!
Darragh Kenny

On Jun 4, 2020, at 10:13 PM, Rouleau, Louis wrote:

Darragh,

Sorry I missed your call. Based on your voicemail and your message below, is it fair to say that when Ann's horse return state side, the import tax for Important de Muze will be assessed. You believe the tax will be 8,000Euro, correct?

With respect to the sale, I see that HARAS DES GP wired Whiterock E1,200,000.00, correct? Was 1,200,000.00 the sales price. I thought the sales price was E1,200,000.00? As I mentioned on our call on Tuesday, Ann only agreed to pay your

commission (15%), no other commissions, including any agent fee. Kindly confirm.
I'm happy to discuss further at your convenience.
--Louis

Louis Rouleau
Partner
Womble Bond Dickinson (US) LLP

d: 202-857-4558
m: 202-441-8041
e: Louis.Rouleau@wbd-us.com

1200 Nineteenth Street, N.W.
Suite 500
Washington, DC 20036

womblebond dickinson.com

From: darragh kenny
Sent: Thursday, June 04, 2020 10:56 AM
To: Rouleau, Louis
Subject: Re: Important Commission / Bank WR
That is something completely different.
it's from the carnet (temporary import form)
that he is on, we do that with the flight company
And right now we are just getting the
information from them
So as soon as they send us everything you will
have it

Thank you!
Darragh Kenny

On Jun 4, 2020, at 4:44 PM,
Rouleau, Louis wrote:

What about the import tax?

Louis Rouleau
Partner
Womble Bond Dickinson (US) LLP

d: 202-857-4558
m: 202-441-8041
e: Louis.Rouleau@wbd-us.com

1200 Nineteenth Street, N.W.
Suite 500
Washington, DC 20036

womblebond dickinson.com

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From: darragh kenny

Sent: Thursday, June 4, 2020 8:50 AM

To: Rouleau, Louis

Subject: Fwd: Important
Commission / Bank WR

Hey Louis

Just so you have all the
information very clear for
everyone

Below attached are the amount
that came into whiterock from the
buyers of important (Haras des
GP)

And then the other attached is the
invoice from Yuri Mansur (clear
round Stables) for his
commission/agent fee on the
horse, unfortunately it had to get
sent to us to get the deal done as
they wanted to get the horse
picked up that morning
Hopefully this makes everything
clear

Can you send me exactly where
to wire the money for Ann and I
will get it out today

Thank you!

Darragh Kenny

Begin forwarded message:

From: Katja

Rettel

<katjarettel@gmail.com>

Date: June 4,
2020 at 2:43:58
PM GMT+2

To: darragh kenny
<dkenny08@live.com>

Subject:
Important
Commission /
Bank WR

Exhibit 4

NOT A CERTIFIED COPY

BILL OF SALE

"IMPORTANT DE MUZE"

SELLER: Everlong LLC/Ann Thompson
ADDRESS: 33108 Millville Rd
Upperville, VA 20184

BUYER: Hars des Grillon
ADDRESS: 440 Chemin du Merdaret
26330 Ratieres - France

Seller hereby sells, transfers, and assigns to Buyer all of their right, title and interest in the following described Horse:

Registered Name:	Important De Muze (FEI 104QO05)
Sex:	Gelding
Color:	Bay
Age:	02.03.2008 (11y)
Chip No.	981100002048877

Seller warrants it is the lawful Owner in every respect of the described Horse and that the Horse is free and clear of all liens, security agreements, encumbrances, claims, and demands of any kind whatsoever. Neither Seller nor Seller's duly authorized agent makes any representations or warranties as to the Horse's health, soundness, suitability, medical conditions, prior medical treatments, rideability or any other aspects of the Horse.

By acceptance of title to the Horse the Buyer covenants with Seller that Buyer has had the Horse examined by a licensed veterinarian; (ii) Buyer accepted full ownership and possession of the Horse as of the date hereof in its current "AS IS" physical condition "WITH ALL FAULTS"; (iii) Seller has made no representations or warranties of any kind or nature with respect to the Horse; and (iv) Seller makes no warranties or merchantability or fitness or the horse for a particular purpose of the Buyer.

The purchase price of the Horse is one million euros (€1,000,000).

Signatures continued on page 2

As the person signing below on behalf of the Seller, I hereby confirm that I am the lawful Seller of the Horse or the Seller's duly authorized agent, and I am authorized to convey legal title to the horse pursuant to this Bill of Sale.

Date: _____, 2020.

By: _____

*Seller or Duly authorized Agent of
Everlong LLC/Ann Thompson*

As the person signing below on behalf of the Buyer, I understand that any warranties or representations from the Seller or the Seller's agent that I am relying upon in acquiring the horses, including warranties or representations with respect to the horse's age, medical condition prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this bill of sale.

Date: 29/05/, 2020.

By: _____

*Buyer or Duly authorized Agent of Hars des
Grillon*

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