IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

APEX TRADER FUNDING, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	**Civil Action No. _____**
	§	
LEO RIOT, MARTIN MONTANO, and DAY TRADERS LLC,	§	
	§	
Defendants.	§	

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Apex Trader Funding, Inc. ("**Apex**") files this Original Complaint (the "**Complaint**") against Defendants Leo Riot ("**Riot**"), Martin Montano ("**Montano**"), and Day Traders LLC ("**Day Traders**") (collectively, "**Defendants**").

I. INTRODUCTION

This case arises from Defendants' breach of a Settlement Agreement that is less than two months old. The Settlement Agreement represents the Defendants' surrender after nearly two years of frivolous litigation launched by Defendants against Apex.[1] This prior litigation, in turn, followed a multi-year conspiracy by Riot and Montano to breach their contracts with Apex, defraud Apex, and sabotage Apex's business.

At the time they executed the Settlement Agreement, Defendants faced impending sanctions for their destruction of evidence, contempt of this Court's orders, and perjury. The Defendants also faced irrefutable evidence establishing Defendants' breaches of contract, fraud, and other misconduct. Moreover, Riot was set for a deposition that he and his counsel desperately

[1] The Settlement Agreement is attached as Exhibit 1.

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needed to avoid because Riot would have no choice but to compound his perjury or admit to devastating facts.

To escape impending sanctions and established liability, Riot and the other Defendants surrendered. The terms of that surrender included **Riot paying $16,000,000 in damages for the reputational harm he caused to Apex and its executives** and Riot and Montano (and their affiliates) further admitted to breaching their contracts, posting false and deceptive videos for the purpose of damaging Apex's and its Executive's reputations, and engaging in frivolous and baseless litigation.[2]

Additionally, Defendants made a simple promise. They agreed to cease disparaging Apex and to remove Disparaging Statements[3] previously made. This included Defendants' commitment to withdraw Riot's false claims that Riot created, built, or was responsible for Apex's success; withdraw references touting Montano's tenure as an Apex "affiliate"—in fact a fraudulent scheme between Montano and Riot to steal millions from Apex; and to immediately scrub every direct and indirect reference to Apex from the Day Traders website and other websites and social media under Defendants' control.

Defendants further agreed that each time they violated these non-disparagement provisions, they would owe $1,000,000 in liquidated damages to Apex. And Defendants, represented by multiple sophisticated law firms, voluntarily waived all defenses to such damages.

Defendants breached the Settlement Agreement immediately. Defendants remain in breach of the Settlement Agreement as of this filing.

[2] The final judgment ending Defendants' litigation in before this Court is attached as Exhibit 2; the stipulated judgment ending the state case is attached as Exhibit 3 (the court has not yet entered judgment).
[3] Defined in the Settlement Agreement, Ex. 1 § XII.A-XII.B.

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For example, on the day Defendants signed the agreement and every day since, the Day Traders Website has boasted that Day Traders "developed the technology powering some of the world's most successful funding companies," [*i.e.* Apex]; that Riot's software "powered $500M+ in revenue" [Apex's revenue]; and that its technology is "the backbone of top funding companies" [Apex]. The Day Traders website also advertised Montano as an "Affiliate Marketing Powerhouse" and the "#1 Top Affiliate" for "one of the largest futures funding firms in the world"—explicit references to Montano's and Riot's fraud against Apex, and statements that are expressly and specifically prohibited by the Settlement Agreement.

Defendants' disparagement did not end with the Day Traders' website. It extends to Defendants' social media accounts. For example, Riot's LinkedIn page boasts that he is the "creator and copyright owner of proprietary automation engines used across major futures funding platforms" [Apex]; Day Trader's social media continues to falsely credit Riot with Apex's success; and Riot continues to disparage Apex through his Wikipedia page, which on information and belief he authored and edits himself.

The Settlement Agreement prohibits Defendants from advancing the false and disparaging claims they made throughout their failed campaign against Apex; it prohibits Riot and Montano from advertising their fraud; it prohibits Defendants from claiming or implying that Apex's success was in any way theirs; and it obligates Defendants to remove Disparaging Statements from websites and social media under their control.[4] Defendants breached these promises. Apex brings this action to enforce the Settlement Agreement; to recover the $1,000,000 in agreed liquidated damages for each separate Disparaging Statement; to recover Apex's actual damages and attorneys' fees; and to obtain an injunction compelling Defendants to fulfil their obligations.

[4] Ex. 1 § XII.B.

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II. PARTIES

1. Plaintiff is a corporation organized under the laws of Texas, with a principal place of business in Austin, Texas. Apex may be served in this matter via its undersigned counsel of record.

2. Defendant Riot is an individual and a citizen of the State of Nevada. Riot may be served with process at 1625 Hinson St., Las Vegas, Nevada 89102.

3. Defendant Montano is an individual and a citizen of the State of Nevada. Montano may be served with process at 1625 Hinson St., Las Vegas, Nevada 89102.

4. Defendant Day Traders is a limited liability company organized under the laws of the State of Nevada, with a principal place of business in Las Vegas, Nevada. Day Traders may be served with process via its registered agent, MKNET LLC, at 1625 Hinson St., Las Vegas, Nevada 89102.

III. JURISDICTION

5. The Court has jurisdiction over this lawsuit under 28 U.S.C. § 1332(a)(1) because Plaintiff and Defendants are citizens of different U.S. states and the amount in controversy exceeds $75,000, excluding interest and costs. Specifically, Plaintiff is a citizen of Texas and Defendants are citizens of Nevada.

6. Moreover, the parties are all signatories to the Settlement Agreement. In the Settlement Agreement, the parties each irrevocably consented to personal jurisdiction in this Court and agreed not to challenge jurisdiction. Ex. 1 at Art. XV.B.

IV. VENUE

7. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred in this district.

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8. Further, in the Settlement Agreement, the parties agreed that "[a]ny action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the United States District Court for the Western District of Texas or the state courts of Travis County, Texas." Ex. 1 at Art. XV.B. Each party additionally waived "any objection to the laying of venue in such court" and agreed not to challenge venue.

V. FACTUAL BACKGROUND

A. In 2021, Darrell Martin Founded Apex with his long-time business partner, John Skelton.

9. Apex is a Texas-based financial-technology company and leading futures funding evaluation firm. Apex's business model functions as follows: A prospective trader trains with Apex by trading futures in a simulated environment. If the trader demonstrates proficiency in the simulated environment, then Apex provides the trader with a performance account (still in a simulated environment). If the trader passes certain consistency metrics, Apex may allow the trader access to an Apex proprietary account using Apex's capital to trade on Apex's vendor-regulated trading platform. On the live platform, the trader retains 90% of any profits earned.

10. Darrell Martin founded Apex in 2021. Martin is Apex's founder and sole shareholder. With Apex, Martin's vision was to expand on the success of his prior training and education business, which operated as the Apex Investing Institute (**"Apex Investing**"). Martin built Apex Investing to provide education and training for customers looking to break into the futures trading industry.

11. Darrell Martin originally hired John Skelton to work at Apex Investing. While there, Martin and Skelton evaluated the options available for themselves and clients looking for a futures funding firm (also known as a "prop firm" in the industry). Both Martin and Skelton were

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dissatisfied with the existing offerings and options. So they began to consider launching their own prop firm, designed by traders for traders. This was the genesis of Apex Trader Funding, Inc.

12. In 2021, Martin and Skelton decided that they would move forward with their plan. Martin founded Apex, and hired Skelton to provide marketing support, and later operational management of the company. Martin hired Skelton in these roles because of Skelton's decade of experience in the trading industry, business acumen, and tireless work ethic. Since joining the company, Skelton has been indispensable to the company's success. Together, Martin and Skelton built Apex into an industry leader.

B. Apex contracted Riot as a work-for-hire programmer.

13. Also in 2021, Martin hired Riot to assist in developing the software that would enable the Apex platform to provide financial education, evaluation, and tools that its customers may use for trading a variety of financial instruments in simulated environments (and later, in live accounts).

14. Apex retained Riot's services under a contract called the Programming Agreement ("**Programming Agreement**"). The Programming Agreement gave Riot a 33% interest in Apex's net profits, while providing Apex sole and exclusive ownership of all intellectual (and other) property developed with Riot's assistance, developed by Riot, or used in connection with the Apex platform. More specifically, the Programming Agreement: (1) guaranteed Apex owned its platform, all copyrights, the source code, and all other intellectual property and confidential information associated with the platform created before and after the agreement's execution, (2) precluded Riot from using Apex's confidential information, (3) obligated Riot to store all source code and tools associated with the platform on Apex-owned servers, and (4) prohibited Riot or his spouse from participating in the Affiliate Program (defined and discussed in detail below).

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C. Riot engaged in a multi-year campaign to misappropriate Apex's trade secrets and confidential information and sabotage its platform.

15. Beginning shortly after its founding, Apex enjoyed enormous success. It offered a platform unlike anything else in the market and grew at an exponential rate. This resulted in significant profits split between Martin, Skelton, and Riot according to the parties' contracts.

16. However, Riot was not satisfied with the massive windfall he obtained from Apex. Instead, Riot wanted to take everything and destroy Martin and Apex. To that end, Riot engaged in a campaign to misappropriate Apex's technology and trade secrets, breach his contract, and sabotage Apex's operations.

17. Riot began by taking exclusive and absolute control of Apex's technology and systems. Riot did so under the pretext of providing enhanced "security" to the Apex platform and took advantage of his past business relationship with Martin. At first, Martin trusted Riot and relied on Riot's false representations concerning his consolidation of power and removal of Apex's code and other property. Riot abused this confidence and trust to perpetuate his scheme.

18. Over a period of years, Riot abused his position within Apex to gain absolute and exclusive control over Apex's source code, database, website, corporate email, membership website, and platform (among other systems). On multiple occasions, Riot prevented any Apex employee, staff member, approved contractor, service representative, or company director from accessing any of this critical Apex property.

19. When Apex demanded the return of its property, Riot refused to move the Apex platform and code to servers under Apex's control, as required by the Programming Agreement. Instead, Riot falsely claimed ownership of Apex's property and held Apex's platforms and code hostage. Riot then began to make threats and demands.

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20. Apex tried to negotiate with Riot for a time, in the interest of preserving the company and protecting its operations, employees, and customers. Riot's misconduct and erratic behavior escalated, however.

21. For example, in November 2023, Riot stated he, not Apex, owned the code and threated to "move [his] empire somewhere else" and establish a business. At that time, Riot had the power to follow through on this threat because he had improperly seized exclusive control over Apex's systems and property.

22. In a second example, also in November 2023, Riot sent an Apex employee a chat message, stating: "sure thing you might own the titanic on an LLC but if I am the captain you fucking do as a I say or everyone drowns. [sic] . . . I develop the technology and sometimes drastic stuff happens for the greater good. [sic] . . ." Days later, Riot explicitly threatened to "shut down" Apex's operations unless Apex fired a specific employee. Riot repeated this behavior on multiple occasions, concerning multiple Apex employees.

23. Throughout 2023 and 2024, Riot acted with increasing hostility toward Apex. In particular, Riot panicked in 2024, when he informed Apex that the IRS was auditing his trusts. Then, in June 2024, Riot sent Apex an ultimatum, demanding that Apex sign new contracts that would (1) transfer Apex's intellectual property to him, in direct contravention of the Programming Agreement; and (2) re-categorize millions of dollars in payments made by Apex to Riot and backdate the same.

24. If Apex refused, Riot threatened to withhold necessary maintenance and service, and to prevent Apex from performing that maintenance itself—effectively shutting down Apex and its platform.

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25. When Apex rejected Riot's attempted extortion, Riot followed through on his threats. Specifically, Riot refused to perform basic and necessary maintenance on a known issue for thirteen hours. Riot's actions caused tens of thousands of accounts to stall, and customers lost access to those accounts. That single-day sabotage by Riot cost Apex **at least** $1 million.

26. During this shutdown, Riot ignored pleas by Apex personnel to restore the system. Riot also sent text messages to at least one Apex employee stating that he "will not move a finger" unless Apex signed the revised contract assigning him Apex's property. Riot then sent messages to Martin, repeating his demands for a new contract and refusing to address the shutdown until Martin signed that contract. Riot also continued to prevent access to Apex's systems by Apex personnel who could have restored those systems.

27. Riot eventually reinstated Apex's operations at a minimum level. But Riot ignored the influx of customer service requests arising from the thousands of customers who lost access to their accounts, lost the ability to sign up or reset their accounts, or could not place trades during the shutdown. Riot also prevented Apex from accessing the systems necessary to address those customer complaints. In the subsequent weeks, Riot repeated this behavior, simultaneously refusing to perform maintenance while preventing Apex from doing the same. Riot's sabotages cost Apex tens of millions of dollars.

28. The bottom line: Apex hired Riot to perform work-for-hire computer programming and paid him exceedingly well—Riot received tens of millions in distributions under the Programming Agreement. Apex and Riot reduced their agreement to a written contract, the Programming Agreement, at Riot's request. Both Riot and Apex executed that Programming Agreement.

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29. But Riot was not content. He wanted to take everything for himself and destroy Martin and Apex. Riot therefore hijacked Apex's entire business, absconded with Apex's valuable intellectual property, including Apex's source code, and cut off Apex's access to its own platform, all in violation of the Programming Agreement and both state and federal law. Riot wrested control of Apex's infrastructure and used it as leverage during his attempt to extort Apex into ceding its intellectual property rights. When his plot failed, Riot neglected basic (but critical) maintenance while simultaneously preventing Apex from performing that maintenance. This caused a partial shutdown of Apex's business, costing Apex millions of dollars and compromising its relationships with its customers and vendors.

D. Riot and Montano manipulated the Affiliate Program to defraud Apex.

30. Riot's breaches of the Programming Agreement were not limited to his theft of Apex Property and sabotage of Apex's operations. Riot also engaged in a fraudulent scheme to siphon millions of dollars in affiliate marketing commissions to himself and his little cousin and co-conspirator, Defendant Martin Montano.

31. Riot implemented this fraudulent scheme by manipulating Apex's affiliate-marketing program (the "**Affiliate Program**"). Apex designed the Affiliate Program to incentivize its users as well as educators and influencers in the day trading industry to advertise Apex's products and recruit traders to the platform. Participants in the Affiliate Program are called "Affiliates." Affiliates receive unique links they can post on their affiliate sites, which include websites, social media, and other networks owned solely by the affiliates. The unique links refer prospective customers to Apex's website and products. Apex tracks the affiliates' unique links through internet cookies and, if the affiliates complied with their applicable agreements with Apex, they could earn commissions based on the sales generated by those who use their unique referral links.

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32. Because breach of contract and trade secret misappropriation were not enough for Riot, he resorted to more insidious means in his failed campaign to ruin Apex. Namely, in the backdrop of Riot's abovementioned, apparent effort to destroy Apex, Riot posed as his former wife, Keslyn Riot, and partnered with his cousin, Montano, to improperly redirect customer traffic through Apex's Affiliate Program and, thereby, defraud Apex of millions in wrongfully paid affiliate commissions.

33. In the Programming Agreement, Riot specifically agreed that he would not participate in the Affiliate Program. Martin and Skelton likewise executed contracts prohibiting them from participating in the Affiliate Program. In other words, all three people with a profit-share in Apex—Martin, Skelton, and Riot—agreed that they would not double dip by also collecting affiliate commissions.

34. Martin and Skelton honored their commitments to the group and Apex. Riot did not.

35. Riot began breaching the Programming Agreement by fraudulently siphoning affiliate commissions almost immediately after signing the contract. Riot did so in two ways: (1) Riot set up Montano as a cut-out and proxy for Riot; and (2) Riot created false personas and aliases, which he then signed up as Apex affiliates. In both instances, Riot re-directed traffic to steal unearned affiliate commissions.

36. Apex first addresses Riot and Montano's conspiracy. Riot knew he was barred from the Apex affiliate program. Accordingly, he enlisted his cousin, Montano, to open an affiliate account in Montano's name. Riot and Montano then each concealed their relationship and Riot's association with that account. Montano was the face of the account while Riot worked behind the

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scenes to orchestrate the fraudulent affiliate schemes and drive unearned revenue to Montano's account.

37. Specifically, Montano entered into an affiliate agreement with Apex around July 2022. Montano held the relevant affiliate account under his own name for approximately a year and a half, before assigning that account to Adnova, LLC in January 2024.

38. From 2022 to 2024 Montano and Riot used this scheme to siphon millions of dollars from Apex. In January 2023 alone, Montano's account reported over five thousand new transactions, generating over $37,000 in commissions from Apex. Over the months following, Montano's commission payments increased by hundreds of thousands. For example, in April 2024, Apex paid over $400,000 to Montano. By September 2024, Apex had paid Montano ***over $6.4 million*** in commissions associated with the affiliate account.

39. Unknown to Apex, Montano and Riot had agreed before opening the account that Montano would transfer 90% of the affiliate commissions collected by the Montano affiliate account to Riot. Montano retained 10% of the commissions in exchange for facilitating this fraud, misrepresenting himself as the face of the account, and concealing his connection with Riot.

40. Riot and Montano carried out this fraudulent affiliate scheme by: (1) intercepting customer traffic from non-affiliate accounts and recoding them with Montano's affiliate link or to links associated with aliases used by Riot, as discussed below, and (2) engaging in a widespread retargeting and/or remarketing campaign using Apex's Google Ads accounts. In other words, Riot and Montano effectively hijacked Apex's own Google advertising, and then funneled the revenue generated from Apex's Google Ads account through Montano, Adnova, and others.

41. Riot and Montano used Riot's insider access to Apex systems to improperly intercept customer traffic to Apex's website and code it to appear as though it has been referred

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through Montano's affiliate link. By virtue of his role at Apex, Riot had the means and ability to make these changes to Apex's platform and did so without Apex's knowledge or permission.

42. Specifically, Riot intercepted customer traffic coming to Apex's website that either had no affiliate assignment or had been directed to Apex's website through Apex's paid Google advertising. Riot then altered code within Apex's system to assign the hijacked customer traffic to Montano's affiliate account. These acts made it appear as though the hijacked customer traffic was rightfully directed to Apex's website through Montano's affiliate link, entitling Montano to commissions on purchases made by those customers. In reality, the hijacked customers were not referred to Apex's website by Montano.

43. Riot and Montano further generated affiliate commissions through widespread remarketing or retargeting campaigns using Apex's website URL, which affiliates were not allowed to do.

44. Remarketing (or retargeting) is a marketing practice of showing follow-up ads to people who have visited a website but left without making a purchase. For example, when a prospective customer creates a shopping cart on a website but leaves without checking out, remarketing will follow that customer's internet activity and strategically display ads to them for the product that they previously abandoned. This practice exposes the customer to the product again and increases the likelihood of recapturing that customer and having them complete the sale.

45. One popular and powerful remarketing program is Google Ads. To get set up with Google Ads, a company creates a Google Ads account by registering its company website URL. Using this account, the company can promote its URL and company advertisements using Google Ads technology, which includes remarketing capabilities. The company's URL and ads are tagged with a Google tag that is linked to the company's Google Ads account. The Google tag tracks

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visitors to the company URL and adds them to remarketing lists, enabling the company to target them later with ads based on their previous actions on the company's website. After a visitor leaves the company website, the tag will track the visitors and display Google remarketing ads to them while they continue to browse the internet.

46. Apex opened a Google Ads account that it used to promote its website, including through remarketing to prospective customers to redirect them back to Apex's website to complete a purchase. Riot had exclusive access to the Google Ads account at Apex.

47. Without Apex's consent, Riot took control of Apex's Google Ads account for his own benefit. Riot then gave Montano access to this Google Ads account for the purpose of posting Google Ads directing to Apex's URL. Riot also installed tracking codes on Apex's website and otherwise abused his access to Apex systems to redirect traffic to Montano's affiliate account.

48. Using Apex's Google Ads account, hijacked by Riot, Montano began remarketing to visitors of Apex's website. Riot and Montano installed Montano's affiliate link on the ads used in the remarketing campaign, ensuring Montano received credit and commissions for "referring" these customers to Apex.

49. Riot and Montano hid from Apex the true source of the customer traffic associated with Montano's affiliate links. Martin contacted both Riot and Montano about the extraordinary growth of referrals associated with the Montano affiliate account. Both Riot and Montano denied knowing each other or any person by their respective names. Again, Riot and Montano are cousins and business partners at Day Traders. Montano and Riot have known each other for Montano's (the younger cousin's) entire life.

50. Riot did not limit his affiliate-related fraud and breaches of the Programming Agreement to his conspiracy with Montano, however. Additionally, Riot created numerous aliases

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and false personas, including "Daniel Bouchard" and "Amelie Bouchard." Riot then established Apex affiliate accounts under these aliases and directed additional affiliate commissions to himself.

51. Specifically, around January 2022, Riot created an affiliate account using the names Daniel Bouchard/Amelie Bouchard. Riot never disclosed to Apex that he, in fact, was posing as Daniel Bouchard or Amelie Bouchard, or that he was participating in the Affiliate Program under these or other aliases. On the contrary, when asked about the Bouchard aliases, Riot lied to Martin, stating that the Bouchard aliases were actual, real people. Riot blamed his then wife, Keslyn Riot, and other family members for referring the Bouchards to Apex.

52. From January to December 2022, Riot used the Bouchard aliases to defraud Apex and misappropriate more than $500,000 in affiliate commissions from Apex.

53. Then, in 2023, Apex's third-party payment processor for affiliate commissions, Deel, flagged pending payments requested by the Bouchard account for potential fraud. Among other things, Deel documented concerns regarding the actual identity of the person(s) representing themselves to be Daniel Bouchard. Deel then placed a hold on approximately $135,000 in payouts requested by the Bouchard account and reached out to whom they believed to be Daniel Bouchard to verify the identity of the payee (as required by law).

54. In response, Riot posed as Amelie Bouchard and, using an email alias, transmitted false statements to Deel in an attempt to secure release of the frozen funds. For example, Riot used Microsoft Photoshop to forge false Canadian identification documents for Amelie Bouchard, as well as falsifying photos of Amelie and Daniel Bouchard. Riot then transmitted these forged and falsified documents to Deel, attempting to convince Deel that Daniel and Amelie Bouchard were real people and that their payout requests were legitimate. At the same time, Riot used his position

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at Apex to pressure Deel to complete the frozen payments under threats of escalating the issue or ceasing future business.

55. Even Riot's bank at the time, Capital One, froze one of Riot's bank accounts because he was receiving incoming deposits under false names and aliases. This included payments that Riot misappropriated from Apex using the Bouchard aliases, among others. Riot again submitted false statements to Capital One, trying to secure the proceeds of his fraud.

56. In sum, Riot used any means available to steal unearned commissions from Apex's affiliate program, including by partnering with his little cousin and assuming false identities to circumvent the Programming Agreement's prohibition on Riot's participation in the Affiliate Program.

E. Riot extracted additional contracts from Apex through extortion and fraud and later sought the all-out destruction of Apex.

57. As discussed, by May 2024, the forefront of the dispute was whether Riot could, by threats, force, or otherwise, convince Apex to restructure his deal under the Programming Agreement to alleviate his concerns about the IRS audit of his personal trusts. For example, on May 31, 2024, Riot sent draft contracts to Martin that contradicted the Programming Agreement in every way, including that Apex transfer full ownership of its code and other intellectual property to Riot and that the contract be backdated to mislead the IRS.

58. On June 4, 2024, Apex rejected Riot's demands, and he was furious, threatening legal action the very same day.

59. On June 5, 2024, one of Apex's systems went down, making trading impossible for roughly 50,000 Apex users. Riot—who had taken sole access to the systems for maintenance and repair in violation of the Programming Agreement—allowed the Apex system to remain offline. He then wrote to Apex staff and executives, stating, for example, that he "would not move a finger"

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until Apex signed the draft contracts he proposed. As Riot put it in another text message to Martin: "no licensing contract, no help." On the same day, Riot sent Martin a letter purporting to terminate the Programming Agreement.

60. On June 6, 2024, Riot texted Skelton, praised Skelton for his good work in trying to broker a deal between Riot and Apex, and again threatened that he would not aid Apex if any part of the Apex platform went down—while still denying access to the systems to anyone else from Apex.

61. Despite Riot's sabotage and other erratic and disruptive behavior, Apex made every possible effort to resolve the parties' dispute and protect Apex's business and customers. To that end, Apex (through Skelton) engaged in negotiations with Riot. Throughout this process, Riot continued his erratic behavior, even threatening violence. Riot also continued to hold Apex's systems and code hostage throughout negotiations, threatening to cripple or destroy Apex's business unless his demands were met.

62. Notwithstanding that Apex conducted these negotiations with a metaphorical gun to its head, in July 2024, Apex finally closed a deal under which Riot would: (1) return Apex's code to its rightful owner, (2) cease any participation in Apex's business, and (3) stop any ongoing access to, or interference with, Apex's systems.

63. In exchange, Riot extracted a ransom in the form of two contracts: the Transition and License Agreements. Under these agreements, Riot retained his 33% interest in the distribution of Apex's net profits, and Apex agreed to: (1) pay compensation to Riot's trust (but not backdate the agreement), (2) end Riot's obligation to perform work for Apex, and (3) acknowledge Riot's ownership of a small, non-essential component of the software owned by Apex, called the "Automation Engine."

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64. All Riot had to do to receive these benefits was return Apex's property and refrain from further sabotage. But he could not even manage that. Within days, Riot began breaching his obligations under the agreements and flaunting his noncompliance. For example, on August 1, 2024, Riot texted an Apex employee and confirmed he had no intention of honoring his commitment to returning Apex's code: "[t]hey [i.e., Apex] never saw the code so they don't know that half of it is missing. Hahahhahahhaha."

65. Riot also immediately violated the agreements by retaining copies of Apex's code, software, databases, client file, and other confidential information and later disclosed that information to Day Traders. In fact, Riot, Montano, and Day Traders built the Daytraders.com website and platform from copied Apex code, databases, and other confidential information. Riot also created Day Traders and facilitated the theft of Apex's property **while still working with Apex**. Montano is Day Traders' COO and proudly participated in Riot's failed attempt to kill Apex.

66. On October 28, 2024, Riot terminated his business relationship with Apex. At that point, Riot had no legal right to obtain or retain Apex's property or confidential information or access Apex's systems (he nonetheless did so, as discussed below). As of October 29, 2024, Apex operated completely independent of Riot—and he could not stand it.

67. Faced with this reality, Riot launched a campaign of hacking and sabotage, targeting Apex's systems and servers, that was enabled by his improper retention and misappropriation of Apex's property and confidential information. By way of example, on October 31, 2024, Riot illegally penetrated Apex's servers and systems by obtaining its login credentials to a German server used in connection with Apex Investing and its resources that Apex users rely upon for use in the Apex platform. Riot used his unauthorized access to log in to this server and

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change the administrative credentials and login information from the Apex administrator credentials to his own personal e-mail address and password. This effectively locked Apex out of its own server. Riot then sent the German company that hosted the server a message to delete the server such that all Apex's data would be permanently deleted. Subsequently, Riot locked Apex out of a second Apex Investing server in a manner that effectively caused Apex Investing to shut down and affected Apex because the two platforms inter-operate.

68. After being notified of Riot's hacking, Apex's counsel immediately told Riot and his counsel to cease the ongoing misconduct and criminal activity. Riot ignored these requests and continued his campaign of miscreant behavior.

69. As another example, Apex discovered that Riot, while in his position at Apex, installed a monitoring software called "Hotjar" on Apex's systems that, after the end of his services, he used to illegally screen capture Apex's confidential information and maintain access to its systems. Riot then took these illegal screen captures and shared them with third parties and later published them on the Court's docket in a related lawsuit between the parties, as discussed below.

F. Riot and Montano launched frivolous and baseless litigation against Apex.

70. On December 11, 2024, Riot filed a baseless lawsuit against Apex in this Court. He withdrew the complaint before even serving Apex. On December 18, 2024, Riot refiled, demanding $19,000,000 in damages and alleging numerous baseless claims (Case No. 1:24-cv-01557-ADA (the "**Federal Case**")).

71. Also on December 11, 2024, at Riot's direction, Montano filed a state court action against Apex in Travis County, Texas, on December 11, 2024 (the "**State Case**"). *See Adnova, LLC, et al. v. Apex Trader Funding, Inc., et al.*, No. D-1-GN-24-009940 (250th Dist. Ct., Travis Cnty., Tex.).

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72. Riot's and Montano's claims had no basis in law or fact. Both the Federal Case and State Case have been decided. This Court has entered final judgment against Riot and his conspirators on all claims, and in favor of Apex on its counterclaims for breach of contract against Riot and his affiliates. Ex. 2 (Final Judgment, Federal Case). Similarly, the parties have filed a stipulated final judgment ending the State Case. Ex. 3. In that stipulated judgment, Montano and Riot admit to standing-up Montano as a proxy for Riot, in violation of the Montano's Affiliate Agreement with Apex and the Programming Agreement executed by Riot. *Id.* at 1-3. The joint motion for entry of that judgment is pending before the Travis County District Court.

73. Rather, Riot used baseless litigation as a weapon. Riot deployed the Federal Case and State Case to generate false—but public—allegations designed to damage Apex's reputation and cover Riot's campaign of theft, sabotage, and extortion.

74. Over the next several months, Riot amended his complaint in the Federal Case multiple times, adding baseless claims for breach of contract, trade-secret misappropriation, false advertising, unfair competition, unjust enrichment, and conspiracy. With each amendment, the allegations grew more fantastical and less tethered to reality.

75. Riot's campaign of frivolous and baseless litigation failed. The Federal Case produced damning evidence against Riot. Apex was forced to file three motions for contempt and sanctions based on Riot's spoliation, perjury, and violations of the Court's orders. The Court appointed a special master to oversee the resulting discovery disputes and issue a decision on Riot's spoliation. A few highlights include (1) Riot's destruction of entire source-code repositories to cover up his misappropriation of Apex's property and copying of Apex's source code, including in violation of a TRO prohibiting the destruction of evidence that Riot himself requested; and (2) Riot continued destructions and concealment of evidence even after the Court appointed an

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independent forensic examiner to examine Riot's devices and determine the scope of his spoliation.

76. As the depth of Riot's misconduct became undeniable, his own attorneys began fleeing. Both Lloyd & Mousilli and Quinn Emanuel Urquhart & Sullivan, LLP withdrew as Riot's counsel after actively prosecuting Riot's frivolous claims for months. Riot replaced these firms with Barlit Beck LLP. To avoid sanctions, Bartlit Beck promptly withdrew Riot's second amended complaint under the safe harbor provisions of Federal Rule of Civil Procedure 11(c)(2).

77. Throughout 2025, Apex developed the record devastating Riot's claims and establishing Riot, Montano, Day Traders, and their affiliates' liability on Apex's counterclaims. For example, and without limitation, Apex deposed Leo Riot (four times), deposed Martin Montano (three times), and deposed other executives and representatives of Day Traders. Apex also subpoenaed and received documents from third parties, including Deel, revealing the depth of Riot, Montano, and Day Trader's misconduct.

G. Riot, Montano, and Day Traders admit defeat, and the Parties execute the Settlement Agreement.

78. The Federal and State Cases concluded in August 2026, with Riot, Montano, Day Traders (among others) stipulating to final judgment in Apex's favor (Ex. 2, Ex. 3) and issuing public statements retracting the frivolous allegations they had made in those cases (Ex. 4).

79. These judgments were the product of discussions that began on August 4, 2026, the day before Riot was set to testify by deposition in the State Case. Additionally, the parties were days away from a hearing set by the special master appointed in the Federal Case to resolve Apex's motions for contempt and sanctions.

80. This left Riot and his co-conspirators facing difficult choices. Riot would either have to: (1) admit the extent of his and Montano's fraud and other misconduct, including without

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limitation by confirming his use of the Bouchard aliases, transmission of falsified documents to financial institutions, multiple instances of perjury, and acts of spoliation; or (2) lie under oath, again, in demonstrable and verifiable ways.

81. Riot chose to avoid the issue by finally admitting the truth: his claims were baseless; his attempts to destroy Apex were failures; and he stood in breach of his contracts.

82. Riot and his co-conspirators, including Montano and Day Traders, confirmed these facts through the execution of the Settlement Agreement on August 14, 2026 (Ex. 1). The Settlement Agreement resolved both the Federal and State Cases.[5] Riot executed the Settlement Agreement on behalf of himself, Day Traders, and several trust entities. Montano executed the agreement on behalf of himself and his several trusts.

83. As discussed above, the Settlement Agreement is a surrender. In it, Riot, Montano, and Day Traders stipulated to facts and admissions that gutted every claim they had ever asserted against Apex.

84. ***First***, Defendants stipulated that their claims were meritless. The Settlement Agreement provides:

> **WHEREAS**, The Riot Parties and the Montano Parties stipulate, acknowledge, and agree that the claims they asserted against the Apex Parties in the Federal Case and the State Case are without merit, that the Apex Parties are not liable for any such claims, and that Riot and Montano are liable for breach of contract as set forth in the stipulated judgments to be entered in those cases (attached hereto as Exhibits 1 and 2);

Ex. 1 at 1.

85. ***Second***, Defendants stipulated to their own liability. Section III establishes:

[5] The Settlement Agreement also included trust entities and other affiliates of Riot and Montano. Riot and Day Traders (among others) are collectively referenced in the Settlement Agreement as the "**Riot Parties.**" Montano and Adnova are the "**Montano Parties**." Ex. 1 at 3 (Art. I.H and I.J).

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> **B. Stipulation of Liability for Breach of Contract by Riot.** The Riot Parties and the Montano Parties hereby stipulate and agree that they are liable for breach of contract as set forth in the stipulated judgments described in Section VII of this Agreement judgments and attached as Exhibits 1 and 2, as well as the stipulated public statement to be issued by the Riot Parties and Montano Parties, attached as Exhibit 3.

Id. § III.B. They also waived all rights to appeal. *See id.* § 3.C.

86. ***Third***, **Riot agreed to pay Apex $16,000,000**:

> **A. Payment Amount.** Riot (or QST on his behalf) shall pay to Apex the Settlement Payment in immediately available funds via wire transfer to an account designated by Apex in Section II(E) below in two installments:
>
> 1. Within three (3) business days of the Effective Date, a first installment in the amount of twelve million dollars ($12,000,000.00) (the "First Installment");
>
> 2. Within three (3) business days of the completion of the CRA certification described in Section VIII(F) below, or within ten (10) days of the Effective Date, whichever occurs first, a second installment in the amount of four million dollars ($4,000,000.00) (the "Second Installment").

Id. § II.A.

87. The parties allocated the Settlement Payment in equal thirds, reflecting the parties' agreement and acknowledgement that Riot, Montano, and Day Traders' frivolous claims had done severe damage to the reputations of Apex, Martin, and Skelton.

> **B. Allocation.** The Parties stipulate that the Settlement Payment shall be allocated by Apex as follows:
>
> 1. One-third of the Settlement Payment (*i.e.*, $5,333,333.34) in resolution of claims asserted against or by Apex, and as damages for the reputational harm to Apex;
>
> 2. One-third of the Settlement Payment (*i.e.*, $5,333,333.33) in resolution of claims asserted against Darrell Martin, and as damages for the reputational harm to Darrell Martin;
>
> 3. One-third of the Settlement Payment (*i.e.*, $5,333,333.33) in resolution of claims asserted against John Skelton, and as damages for the reputational harm to John Skelton.

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Id. § II.B. In other words, Riot paid $16 million to compensate for the very reputational harm he now seeks to inflict again, as discussed below.

88. ***Fourth***, Riot was required to transfer the domain "atf.com"—the same domain he had hijacked years earlier—to Apex, "free and clear of all liens and encumbrances." *Id.* § II.C.

89. ***Fifth***, Defendants acknowledged Apex's ownership of its intellectual property in unequivocal terms. The Settlement Agreement confirms:

> **A. Apex Ownership.** Apex owns all rights, title, and interest in and to all technologies, software, code, systems, platforms, trade secrets, and other intellectual property that Apex has used in the past or is currently using in connection with its business, including without limitation any modifications, enhancements, or derivative works thereof (collectively, the "**Apex Technology**"). The Riot Parties and Montano Parties recognize and admit, on behalf of themselves and their respective affiliates, that, as between the Parties, Apex owns all right, title and interest in the Apex Technology, including without limitation all "add ons," plugins, software, code, and all other intellectual and other property designated as owned by Apex in the Programming Agreement.

Id. § VI.A. And Riot agreed never to "challenge, contest, or take any action inconsistent with Apex's ownership of the Apex Technology." *Id.* § VI.C.

90. ***Sixth***, Defendants agreed to the supervised destruction of all "Apex Information" in their possession. *Id.* § VIII.D.

91. ***Seventh***, the Settlement Agreement imposed perpetual confidentiality obligations. Defendants agreed to "hold in strict confidence any and all Apex Information" in their possession, "in perpetuity and forever." *Id.* § XI.B. Any breach of this obligation triggers significant monetary consequences—$1 million per disclosure:

> **D. Confidentiality Liquidated Damages.** The Parties acknowledge and agree that a breach of the confidentiality obligations set forth in this Section would cause irreparable harm to Apex that would be difficult to quantify. Accordingly, in the event of any breach of this Section by Riot or Montano as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex "Confidentiality Liquidated Damages" in the amount of One Million Dollars ($1,000,000.00), with each separate disclosure constituting a separate occurrence and separate incident of breach subject to liquidated damages. The Riot Parties and Montano Parties

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Id.

92. ***Eighth and particularly relevant to this case***, the Settlement Agreement also imposed a sweeping, perpetual non-disparagement obligation on Defendants:

> **A. Non-Disparagement Obligation.** In perpetuity and forever, the Riot Parties and the Montano Parties (and each of their respective affiliates, agents, representatives, employees, and persons acting in concert with them) agree not to make, publish, communicate, or cause to be made, published, or communicated — whether orally or in writing, whether publicly or privately, whether directly or indirectly, and whether to any person, entity, media outlet, social media platform, governmental authority, or otherwise — any statement that is disparaging, defamatory, negative, critical, or harmful to the reputation or business interests of Apex, Darrell Martin, John Skelton, or any other person or entity affiliated with the Apex Parties (a "Disparaging Statement").
>
> For purposes of this Agreement, a "Disparaging Statement" includes, without limitation, any statement that a reasonable person would consider negative, critical, unflattering, or damaging to reputation, regardless of whether such statement is true or false. The Apex Parties shall have no corresponding non-disparagement obligation and shall retain full freedom to make any statement whatsoever regarding Riot, Montano, or any other person or entity.

Id. § XII.A.

93. The non-disparagement provision includes specific prohibitions. Riot agreed he would not claim to be an "owner," "founder," "partner," or "creator" of Apex, nor the "mastermind" or "inventor" behind Apex's success. *Id.* § XII.B. Riot "acknowledge[d] and concede[d] that Riot was a contractor for Apex, and the applicable contracts are now terminated." *Id.* Defendants agreed they would not allege that Apex, Martin, or Skelton engaged in any "misconduct, misrepresentation, 'fraud,' 'swindling,' or any similar term." *Id.* They agreed they would not allege that Apex "'fraudulently' or improperly denied any payout" to any customer. *Id.*

94. Like the non-disclosure provisions, a breach of the non-disparagement provisions mandate that Defendants pay liquidated damages of $1 million per violation:

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> **C. Liquidated Damages.** In the event of any breach of the non-disparagement obligations set forth in this Section by the Riot Parties or Montano Parties as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex liquidated damages in the amount of One Million Dollars ($1,000,000.00) ***per incident of breach***. The Parties agree that this amount represents a reasonable estimate of the damages that would be suffered by Apex and is not a penalty.

Id. § XII.C.

95. Defendants specifically stipulated that the Disparagement Liquidated Damages provisions were necessary, waived any defenses to such damages, and stipulated to the necessity of equitable relief:

> **D. Disparagement Liquidated Damages.** The Parties acknowledge and agree that a breach of the non-disparagement obligations set forth in this Section would cause irreparable harm to the Apex that would be difficult to quantify. Accordingly, in the event of any breach of this Section by the Riot Parties or the Montano Parties as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex "Disparagement Liquidated Damages" in the amount of One Million Dollars ($1,000,000.00), with each separate disclosure constituting a separate occurrence and separate incident of breach subject to liquidated damages. The Riot Parties and the Montano Parties acknowledge that establishing actual damages would be impracticable or extremely difficult to ascertain and therefore agree that the provision for Disparagement Liquidated Damages hereunder does not constitute a penalty. The Riot Parties and the Montano Parties acknowledge that these Disparagement Liquidated Damages have been specifically negotiated and are, among other things, to compensate Apex for the reputational damages for the Riot Parties' or the Montano Parties' breach(es) of this Section and for Apex's costs and expenses associated with such breach(es) and enforcement of remedies in light of such breach(es). The Riot Parties and the Montano Parties hereby waive any rights and/or benefits of any law, rule, regulation, or order now or hereafter existing that could serve as a basis against payment of the agreed Disparagement Liquidated Damages set forth herein, whether because the same would constitute a penalty or otherwise. The Disparagement Liquidated Damages set forth in this Section are in addition to, and not in lieu of, any and all other rights and remedies available to the Apex Parties at law or in equity, including the right to seek and obtain specific performance, temporary, preliminary, and permanent injunctive relief, and other equitable relief. The Riot Parties and the Montano Parties further acknowledge and agree that any breach or threatened breach of this Section will cause the Apex Parties immediate, substantial, and irreparable harm for which monetary damages alone (including the Disparagement Liquidated Damages as set forth herein) would be an inadequate remedy, and accordingly the Apex Parties shall be entitled to seek and obtain such injunctive and equitable relief in any court of competent jurisdiction without the necessity of posting any bond or other security and without proof of actual damages. The Riot Parties and the Montano Parties waive any defense or objection based on adequacy of remedy at law or any requirement to post a bond.

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Id. § XII.D.

96. On August 20, 2026, the federal court entered the Final Judgment contemplated in the Settlement Agreement. *See* Ex. 2. The Final Judgment memorializes Riot's total defeat. The Court found that "Plaintiffs' claims against Apex are without merit, and that Apex is entitled to judgment in its favor on all such claims." *Id.* ¶ 22. The Court also found that "all allegations asserted in this case concerning Apex's supposed 'fraud' or 'swindling' of any customers, affiliates, or any other persons are without merit or basis in fact." *Id.* ¶ 23. Thus, the Court entered judgment in favor of Apex on its counterclaims for breach of the Programming Agreement, the Transition Agreement, and the License Agreement. *Id.* at 7. Apex was declared a "prevailing part[y] in this action." *Id.* at 8.

97. The Final Judgment also confirms that Riot asserted frivolous and baseless claims in his second amended complaint but invoked the Rule 11 safe harbor and withdrew those claims to avoid sanctions.

> 19. On September 14, 2025, Apex served Plaintiffs with a motion for sanctions under Rule 11 of the Federal Rules of Civil Procedure. Thereafter, Plaintiffs invoked the safe-harbor provisions of Rule 11(c)(2) agreed to withdraw certain claims and allegations, including without limitation Riot's claims for trade secret misappropriation and all allegations concerning Apex's supposed "fraud" against its customers or affiliates. ECF 241.

Id. ¶ 19.

98. Riot and Montano, individually and on behalf of their affiliates, including Day Traders, also executed a Public Statement conceding defeat. Amont other things, Riot, Montano, and Day Traders admitted as follows:

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> I wish to correct certain issues raised in publicly filed documents in those cases and through a social media personality, Kelly Ann Marlin (also known as Trades by Kelly Ann). Accordingly I, Leo Riot, publicly state as follows:
>
> **1.** Apex and its executives, employees, and affiliates (including all named defendants in both the Federal Case and the State Case (collectively, the "Cases"), and any associated trusts or affiliates of any named defendant) are not liable on any state or federal claims asserted by me, Martin Montano, or any of our respective companies, entities, or affiliates. I understand judgment will soon be entered in the Cases in favor of Apex and the defendants on all claims that I have asserted, and against me and the other plaintiffs for breach of contract. I have agreed that such judgments are correct and appropriate.

Ex. 4 at 1.

99. Riot, Montano, Day Traders, and their affiliates further admitted that:

(a) Apex did not "defraud" me [Riot]; (ii) Apex did not breach any contract with me or any entity I control; (iii) Apex did not misappropriate any intellectual (or other) property from me or any company or entity I control; and (iv) Apex owns all rights to all technologies it has used in the past and is using now.

(b) "I [Riot] and entities under my control breached the contracts I executed with Apex. This includes the Programming Agreement I executed in 2022, and the Transition and License Agreements that I executed in 2024."

(c) "To further correct the record, I admit that Apex, Martin, and Skelton did not engage in any 'fraud,' 'rug pulls,' or otherwise defraud Apex's customers. To my knowledge, all payout denials by Apex were not

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> fraudulent. All allegations I made in the Federal Case concerning any such fraud by Apex, Martin, or Skelton **are not true**."

Id. at 1–2 (emphasis added).

100. The admissions do not stop there. Riot also confessed to fabricating the very evidence that powered his media campaign, admitting that he "edited a video of an Apex business meeting involving Skelton and others at Apex," that the "edited video included only two minutes of that meeting, spliced together," and that he "sent the edited video to Kelly Ann Marlin to publish **for the purpose of casting Apex and Skelton in a false, negative light**." *Id.* at 2 (emphasis added). He admitted: "The edited video was not accurate." *Id.*

101. Montano's Public Statement was equally damning. Montano admitted he "filed the State Case . . . at the direction of Leo Riot." *Id.* at 5. He admitted that "Apex, the other named defendants, and their affiliates are not liable for any claims asserted by me or Adnova, LLC" and that "[a]ny allegation that I made that Apex breached any contract with me or Adnova, or otherwise failed in any obligation to me or Adnova, is not true." *Id.* He further admitted that he and Adnova "breached the Affiliate Agreements" with Apex. *Id.*

102. The Settlement Agreement, the Agreed Judgment, and the public statements speak for themselves. Riot admitted he fabricated evidence. He admitted that every allegation of fraud he leveled against Apex, Martin, and Skelton was untrue. He admitted he breached every contract he signed with Apex. He admitted his claims were meritless. **And he paid $16 million to make it all go away**.

H. Defendants breached the Settlement Agreement within *hours* of signing.

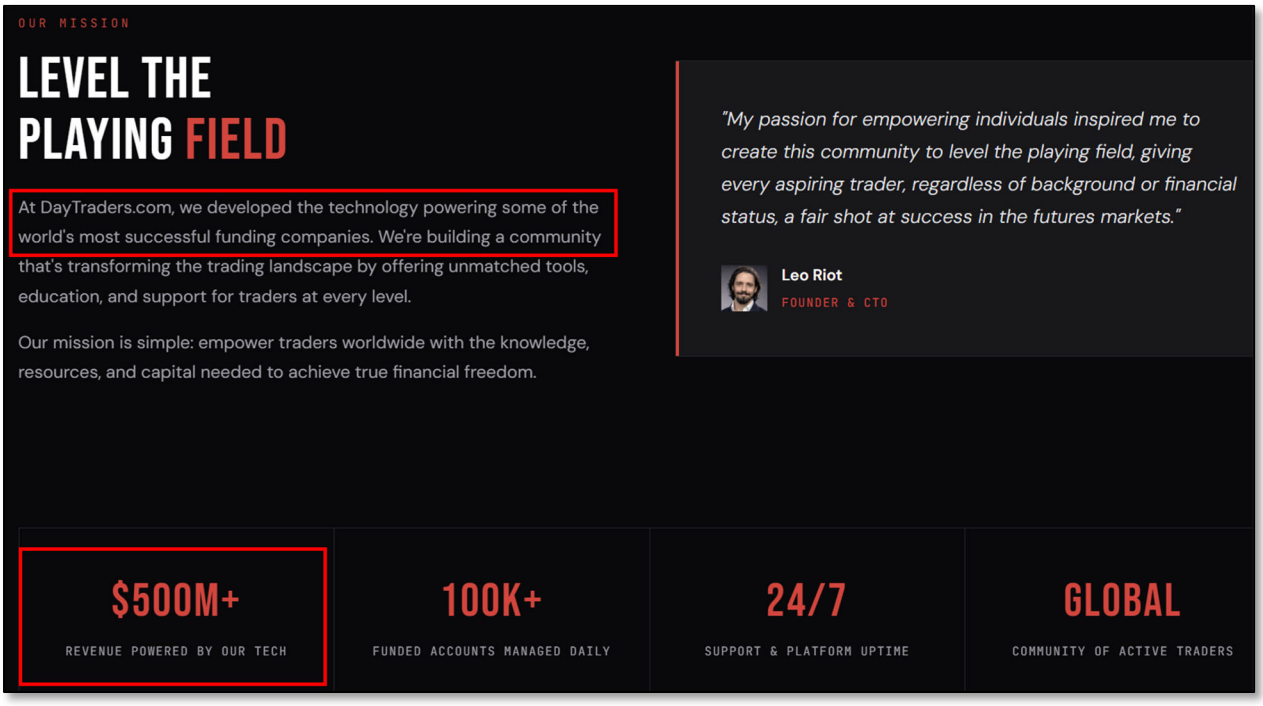
103. The Settlement Agreement, specifically the non-disparagement provisions of Article XII, required Defendants to immediately remove "all references to Apex, including direct references or indirect references (e.g., to 'a top prop firm') from all websites and social media

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under Riot's control (e.g., the Day Traders website, LinkedIn, Facebook, Instagram)." Ex. 1 § XII.B.1.

104. In direct breach of the obligations imposed by Settlement Agreement § XII.B.1, Riot continues to advertise Apex's revenue as his own and claim credit for Apex's success through the Day Traders website.

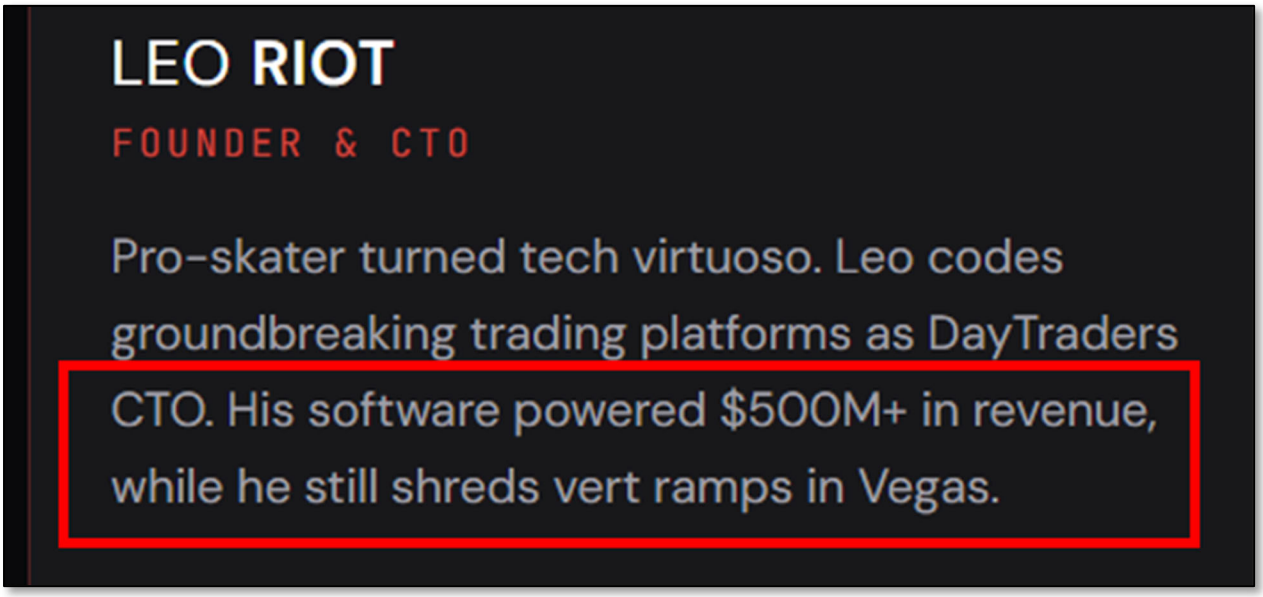
105. For example, the "Our Mission" section of the Day Traders website claims Day Traders "developed the technology powering some of the world's most successful funding companies." Further, the same page claims: "$500M+ revenue powered by our tech." But Day Traders only launched in February 2025 and never powered any third-party firm's revenue. Rather, these are indirect references to Apex and, again, improperly credit Riot and Day Traders with Apex's success.



Available at https://daytraders.com/about (last accessed Oct. 5, 2026) (emphasis added); *see also* Ex. 5 (compilation of screenshots).

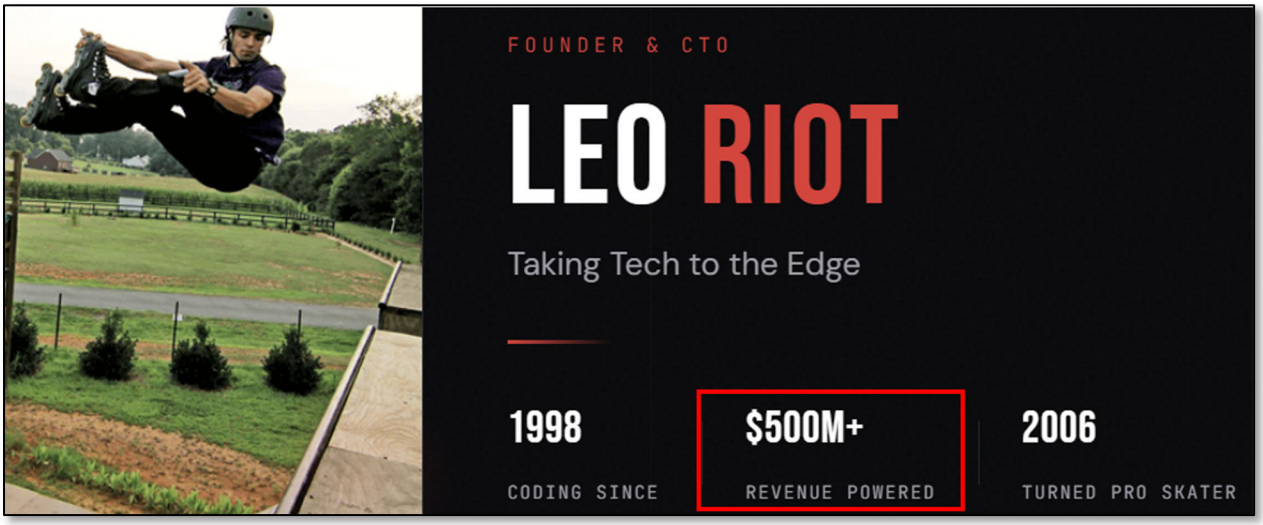
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106. Riot's biography page contains additional Disparaging Statements and therefore breaches the Settlement Agreement. For example: "Leo codes groundbreaking trading platforms as Day Traders CTO. His software powered $500M+ in revenue . . ."



Available at https://daytraders.com/about (last accessed Oct. 5, 2026) (emphasis added); *see also* Ex. 5.

107. In a separate page, Riot again has been coding since 1998 and powered $500M in revenue:



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Available at https://daytraders.com/leo-riot (last accessed Oct. 5, 2026); *see also* Ex. 5. These statements likewise credit Riot with Apex's technology and success.

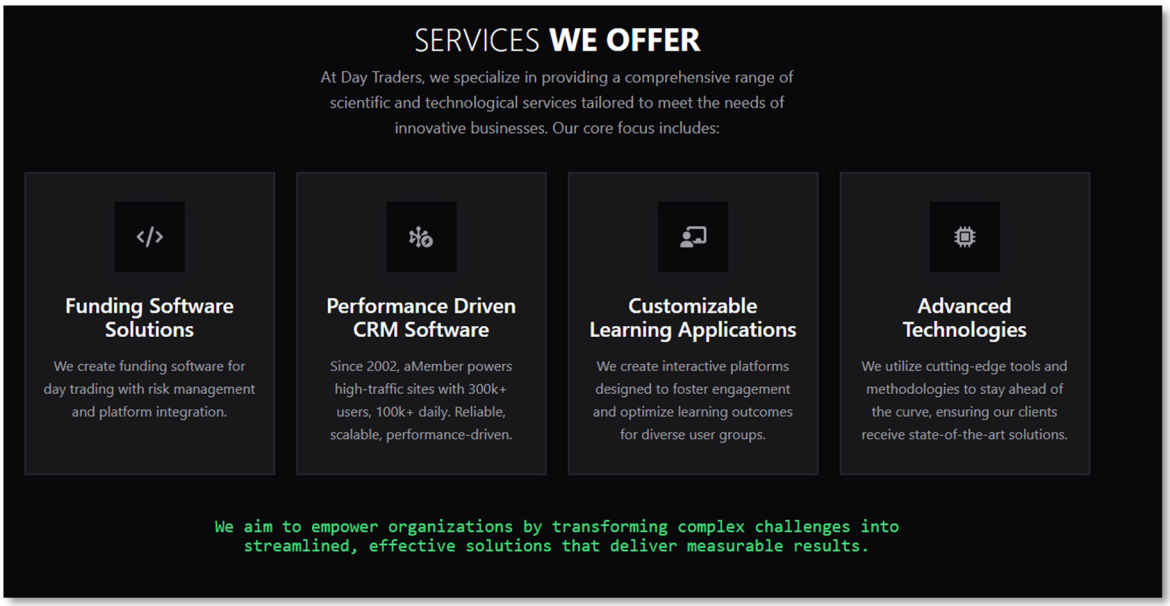
108. Similarly, the Day Traders website's "Why Day Traders" section states: "Trusted by industry leaders, our technology is the backbone of top funding companies."



Available at https://daytraders.com/ (last accessed Oct. 5, 2026); *see also* Ex. 5. "Top funding companies" is an indirect reference to Apex, functionally identical to the "a top prop firm" example the Settlement Agreement expressly identified as a prohibited reference to Apex.

109. The Day Traders website's "Services We Offer" section states: "We create funding software for day trading with risk management and platform integration" and "Since 2002, aMember powers high-traffic sites with 300k+ users, 100k+ daily."

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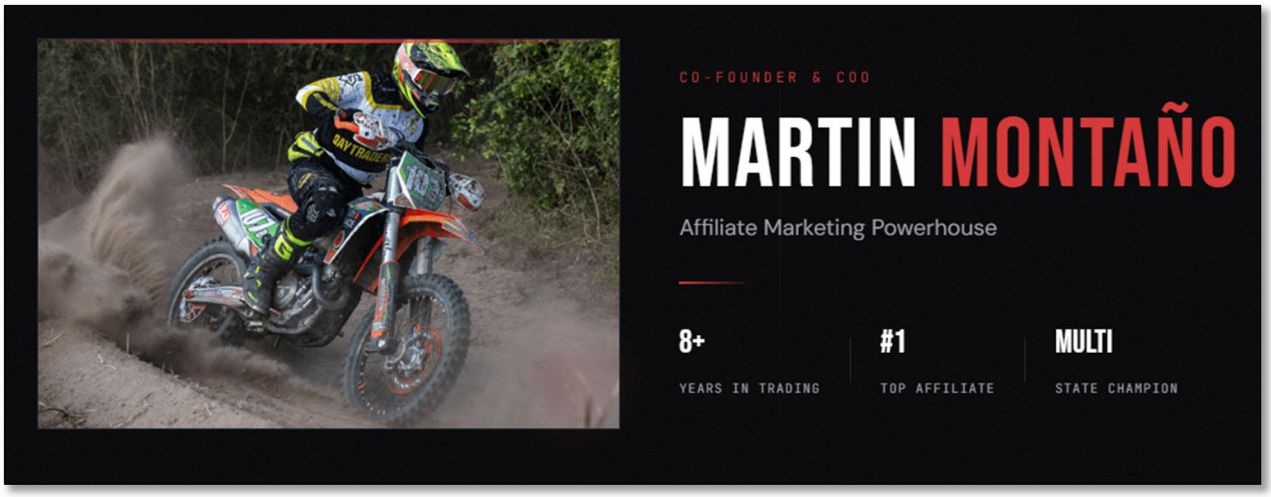


Available at https://daytraders.com/services (last accessed Oct. 5, 2026); *see also* Ex. 5. These statements about an aMember-based funding software and "300k+ users" are direct references to Apex and its proprietary technology, prohibited by the Settlement Agreement.

110. Like Riot, Montano pledged that he and his affiliates "shall not make any statement or claim that Montano and Adnova (or any affiliate) is or was an Affiliate of Apex or in any way involved in the marketing of Apex's products or services." *Id.* § XII.B.2. This includes, without limitation, "Montano's immediate removal of all references to Apex, including direct references or indirect references (e.g., to 'a top prop firm') from all websites and social media under Montano's control (e.g., the Day Traders website, LinkedIn, Facebook, Instagram)." *Id.* And to avoid any doubt, the Settlement Agreement specifically provided that Montano or his affiliates, including Day Traders, would "make no reference to Apex and no reference to Montano or Adnova's activities prior to October 2024"—*i.e.*, Montano and Adnova's fraudulent participation in Apex's Affiliate Program.

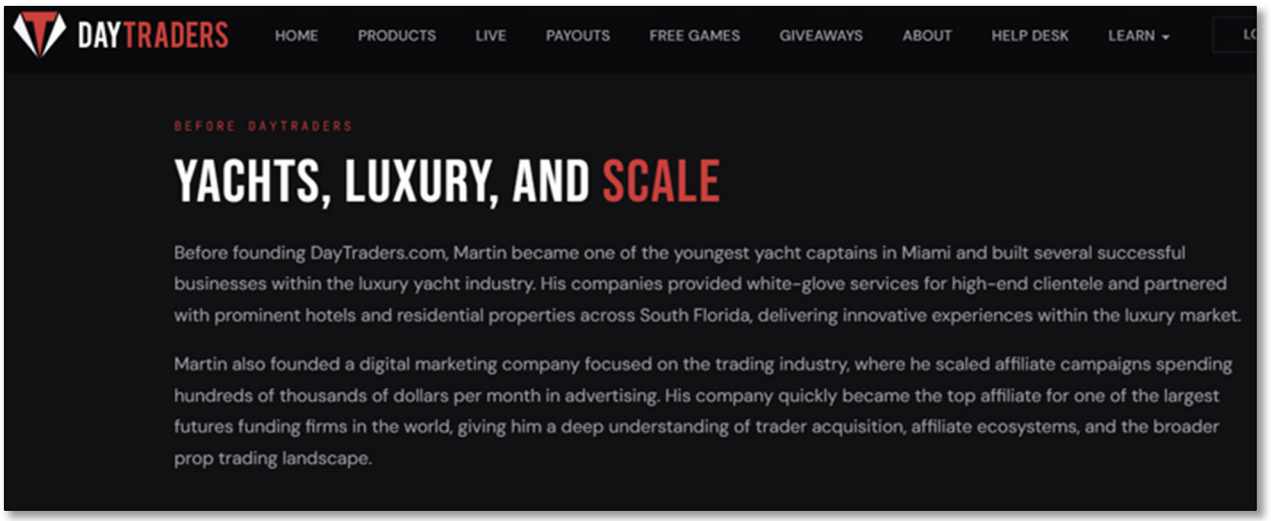
111. Yet, as of September 29, 2026, the Day Traders website still features the following biographical post for Montano:

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Available at https://daytraders.com/martin-montano (last accessed Oct. 2, 2026); *see also* Ex. 5. The "Affiliate Marketing Powerhouse" reference specifically refers to Montano's fraud against Apex, as does the "#1 Top Affiliate" moniker.

112. Additionally, as of at least September 3, 2026, the Day Traders website still broadcast the following, beneath the photo and remarks above.



Ex. 5.[6]

[6] At some point in September 2026, Defendants removed the mentions of Apex under the caption "Yachts, Luxury and Scale" from the Day Traders website. This removal does not cure Defendants' breach. And as discussed, Day Traders' website continues to contain prohibited references to Riot and Montano's abuse of the affiliate program.

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113. The "digital marketing company focused in on the trading industry" in this advertisement is Adnova, LLC. Adnova's one function was to perpetuate fraud against Apex on behalf of Montano and Riot. Adnova and Day Trader's boast that "his [Montano's] company quickly became the top affiliate for one of the largest funding firms in the world" is a direct reference to Apex and Montano's and Adnova's activities before October 2024.

114. In other words, the Settlement Agreement prohibited Riot, Montano, and Day Traders from advertising through any reference to Apex, direct or indirect. The Settlement Agreement gave the example of the phrase "a top prop firm" as a demonstration of the indirect reference specifically prohibited by the non-disparagement provisions in Article XII, and the Settlement Agreement specifically prohibited Montano or Day Traders from advertising by reference to Montano, Riot, and Adnova's fraudulent abuse of Apex's affiliate program. Nevertheless, Montano and Day Traders continued to advertise using the specifically prohibited language.

115. Specifically. Montano claimed to have been an affiliate of Apex—the very relationship the Settlement Agreement forbade him from referencing. He described his activities prior to October 2024 in detail—his affiliate campaigns, his marketing company, his scaling of advertising—all in direct violation of the prohibition on references to pre-October 2024 activities. He held himself out as responsible for the success of the "largest futures funding firm in the world"—a statement the Settlement Agreement expressly prohibited. He did all of this on the Day Traders' website, the exact platform the Settlement Agreement identified as subject to the immediate-removal obligation.

116. Sections XII.B.1 through XII.B.6 of the Settlement Agreement specifically define prohibited statements that Riot, Montano, and Day Traders cannot assert and must remove from

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websites or social media under their control. "This includes, without limitation, Riot's [and Montano's] immediate removal of all references to Apex, including direct references or indirect references." *Id.* §§ XII.B.1, XII.B.2. Section XII.B.7 of the Settlement Agreement further provides that "[a]ny statement in violation of any provisions above, shall be a 'Disparaging Statement' and breach of this Agreement." And Section XII.B.8 provides that "the Riot Parties and Montano Parties (and their affiliates) shall not make any statements or comments concerning the Apex Parties that are, or could be perceived, in any way as disparaging."

117. The Day Traders website content described above includes direct and indirect references to Apex and other Disparaging Statements specifically prohibited by the Settlement Agreement. By posting and failing to remove such content, Defendants are each in breach of the Settlement Agreement.

118. The Defendants' breaches of the Settlement Agreement are not limited to the disparagement and false advertising described above. Riot and Day Traders also used Day Traders' social media platforms and other online sources to engage in additional disparagement prohibited by the Settlement Agreement.

119. Specifically, on August 24, 2026 (ten days after executing the Settlement Agreement), Riot and Day Traders posted the following link to the Day Trader's X (formerly Twitter) and YouTube accounts.

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← **Post**

Day Traders ✓
@DayTraders_com

🔥 MX CO FOR OUR SPANISH-SPEAKING TRADING COMMUNITY! CL AR 🔥

Looking for an honest, in-depth look at DayTraders.com?

Gabriel Parra, a trusted trading content creator with a strong following across Latin America, just dropped a comprehensive 40-minute breakdown covering our accounts, platform features, and overall trading experience.

Not a Spanish speaker?

No worries! You can easily follow along in English by enabling auto-generated subtitles directly in the YouTube video settings.

🔗 Watch the full review here: youtube.com/watch?v=odNli3...

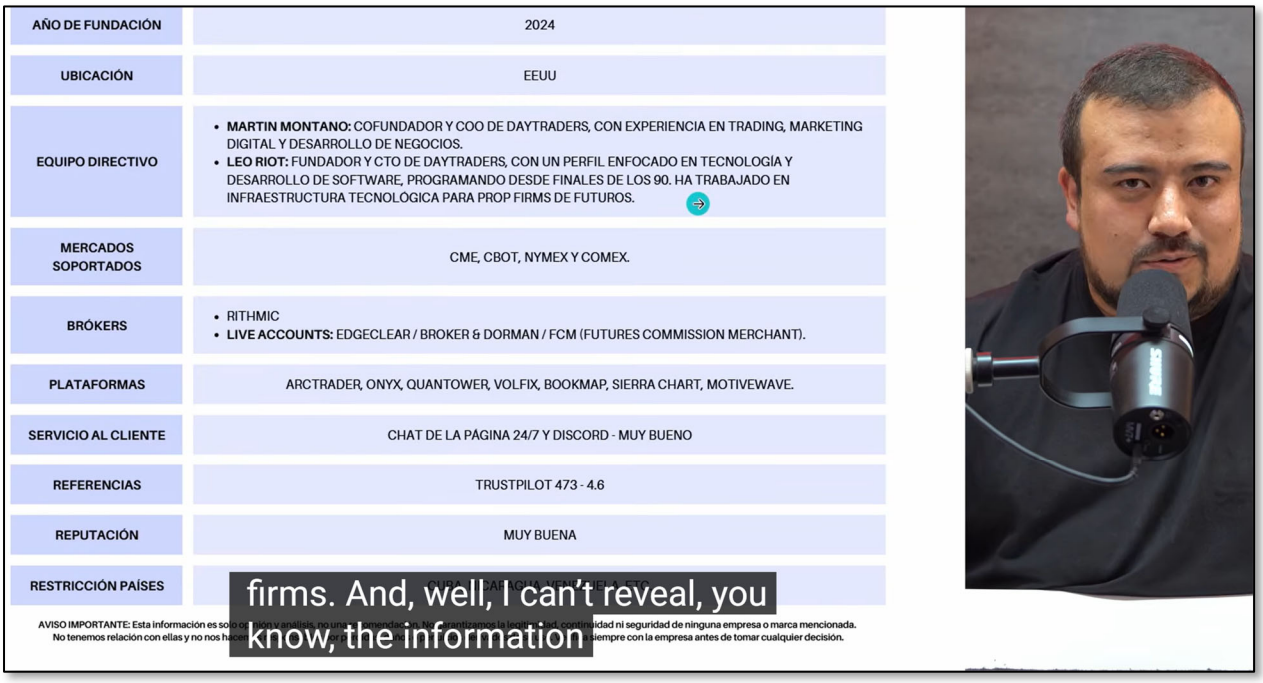
#PropFirm #LATAM #GabrielParra #FundedTrader #FuturesTrading #DayTrading #TradingEducation #DayTraders #DayTradersCom #TradingCommunity



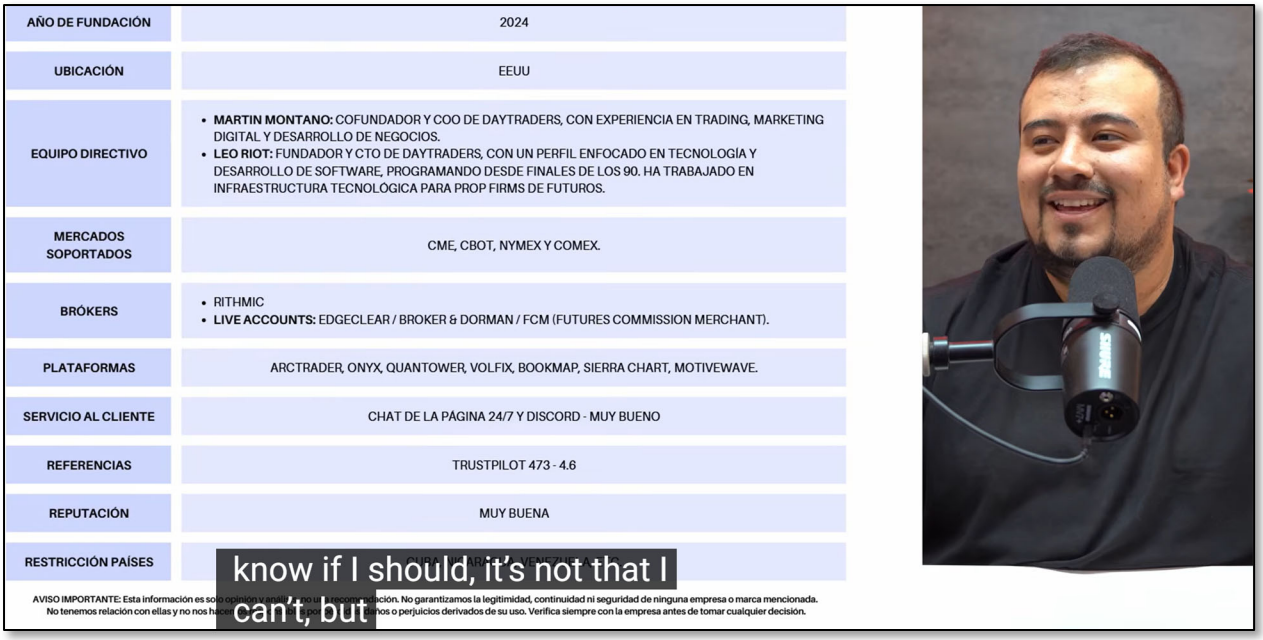
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Available at https://x.com/DayTraders_com/status/2091939202942558582?s=20 (last accessed October 5, 2026); *see also* Ex. 5; https://www.youtube.com/watch?v=odNli3EgWYw (last accessed October 5, 2026).

120. In the linked YouTube video, a paid Day Traders affiliate, Gabriel Para, specifically describes Riot as the founder of Day Traders "with a profile focused on technology" who has been "programming since the late 90s," working to develop technology for "very large futures prop firms. This exchange, copied below in part, represents another attempt by Riot and Day Traders to claim credit for Apex's technology and success—delivered with a wink and nod, by a paid Day Traders affiliate in blatant breach of the Settlement Agreement.

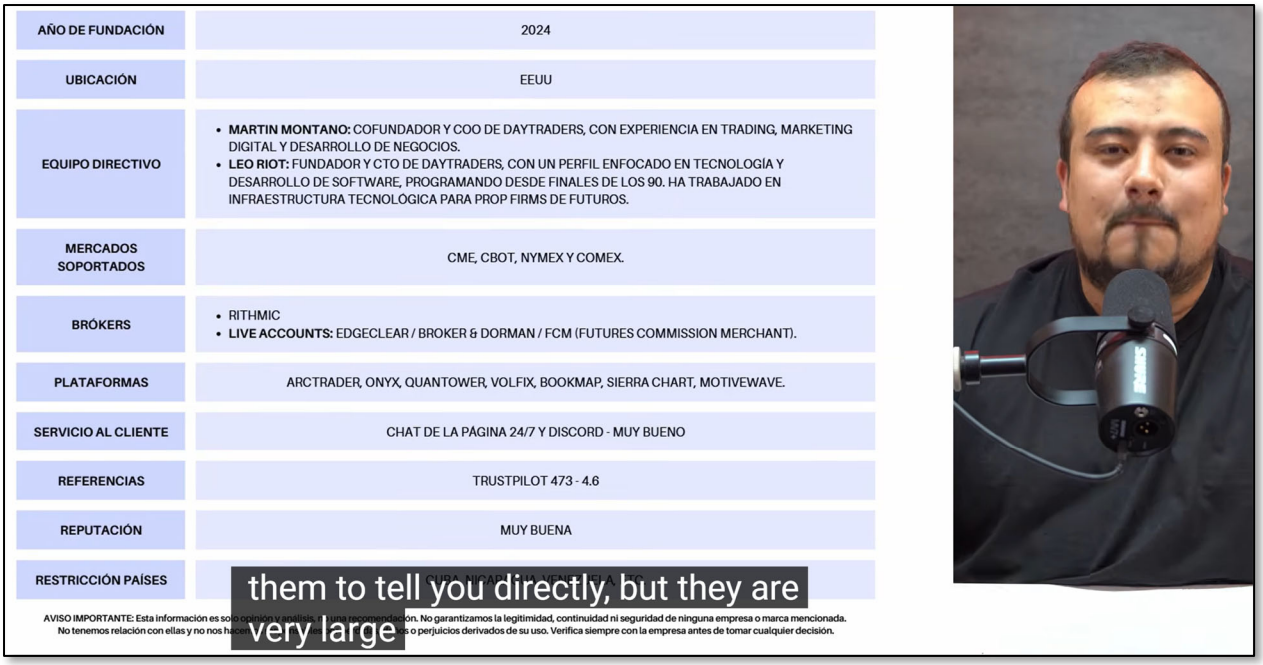


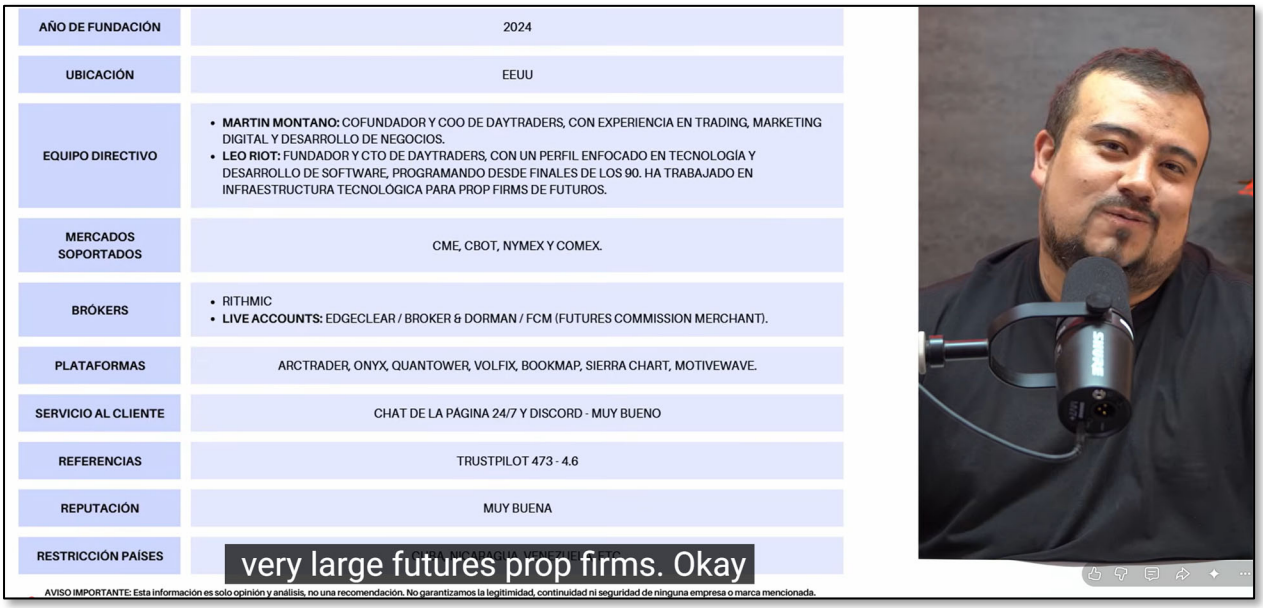
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AÑO DE FUNDACIÓN
2024
UBICACIÓN
EEUU
EQUIPO DIRECTIVO
• MARTIN MONTANO: COFUNDADOR Y COO DE DAYTRADERS, CON EXPERIENCIA EN TRADING, MARKETING DIGITAL Y DESARROLLO DE NEGOCIOS.
• LEO RIOT: FUNDADOR Y CTO DE DAYTRADERS, CON UN PERFIL ENFOCADO EN TECNOLOGÍA Y DESARROLLO DE SOFTWARE, PROGRAMANDO DESDE FINALES DE LOS 90. HA TRABAJADO EN INFRAESTRUCTURA TECNOLÓGICA PARA PROP FIRMS DE FUTUROS.
MERCADOS SOPORTADOS
CME, CBOT, NYMEX Y COMEX.
BRÓKERS
• RITHMIC
• LIVE ACCOUNTS: EDGECLEAR / BROKER & DORMAN / FCM (FUTURES COMMISSION MERCHANT).
PLATAFORMAS
ARCTRADER, ONYX, QUANTOWER, VOLFIX, BOOKMAP, SIERRA CHART, MOTIVEWAVE.
SERVICIO AL CLIENTE
CHAT DE LA PÁGINA 24/7 Y DISCORD - MUY BUENO
REFERENCIAS
TRUSTPILOT 473 - 4.6
REPUTACIÓN
MUY BUENA
know if I should, it's not that I
can't, but


INTRODUCCIÓN Y GENERALIDADES
DAYTRADERS
GABRIEL PARRA
AÑO DE FUNDACIÓN
2024
UBICACIÓN
EEUU
EQUIPO DIRECTIVO
• MARTIN MONTANO: COFUNDADOR Y COO DE DAYTRADERS, CON EXPERIENCIA EN TRADING, MARKETING DIGITAL Y DESARROLLO DE NEGOCIOS.
• LEO RIOT: FUNDADOR Y CTO DE DAYTRADERS, CON UN PERFIL ENFOCADO EN TECNOLOGÍA Y DESARROLLO DE SOFTWARE, PROGRAMANDO DESDE FINALES DE LOS 90. HA TRABAJADO EN INFRAESTRUCTURA TECNOLÓGICA PARA PROP FIRMS DE FUTUROS.
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REPUTACIÓN
MUY BUENA
RESTRICCIÓN PAÍSES
CUBA, NICARAGUA, VENEZUELA, ETC.
can't, but maybe I shouldn't
disclose

@jmutrades





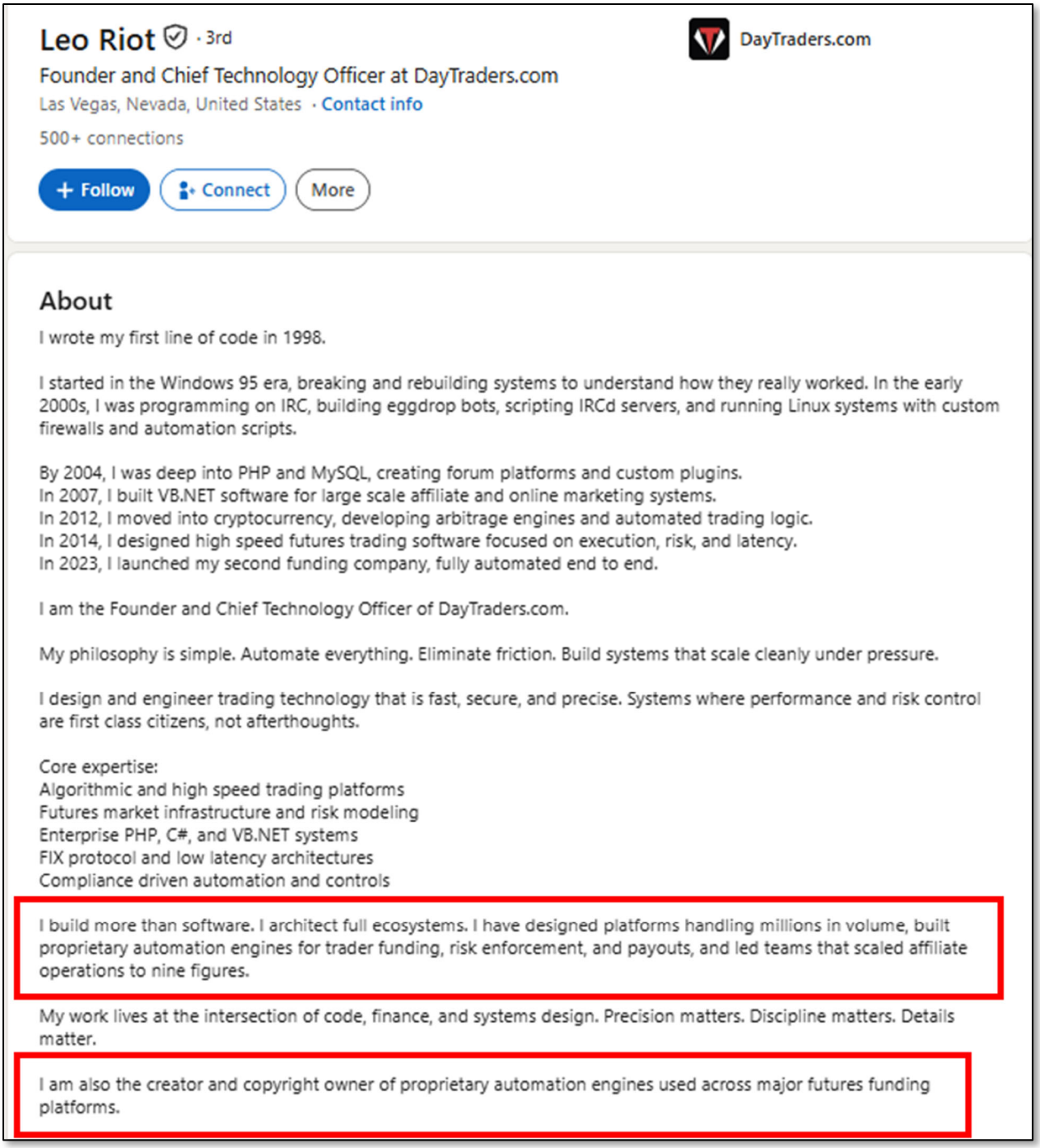
121. Defendants and their affiliates continued to publish statements that directly or indirectly referenced Apex and (inaccurately) credited Riot with Apex's success on the Day Traders website, Riot's personal LinkedIn page, and a Wikipedia page. Those statements are direct violations of § XII.B.1 of the Settlement Agreement, which prohibits Riot from claiming he was the "owner," "founder," "partner," or "creator" of Apex, the "mastermind" or "inventor" behind

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Apex, or otherwise responsible for Apex's success, and required immediate removal of all direct and indirect references to Apex—including via veiled references to "a top prop firm"—from websites and social media under Riot's control.

122. Riot's LinkedIn page currently contains **numerous** statements in violation of the Settlement Agreement, including: "In 2023, I launched my second funding company, fully automated end to end"; "I have designed platforms handling millions in volume, built proprietary automation engines for trader funding, risk enforcement, and payouts, and led teams that scaled affiliate operations to nine figures"; and "I am also the creator and copyright owner of proprietary automation engines used across major futures funding platforms."

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Leo Riot · 3rd

DayTraders.com

Founder and Chief Technology Officer at DayTraders.com

Las Vegas, Nevada, United States · Contact info

500+ connections

+ Follow | Connect | More

About

I wrote my first line of code in 1998.

I started in the Windows 95 era, breaking and rebuilding systems to understand how they really worked. In the early 2000s, I was programming on IRC, building eggdrop bots, scripting IRCd servers, and running Linux systems with custom firewalls and automation scripts.

By 2004, I was deep into PHP and MySQL, creating forum platforms and custom plugins.
In 2007, I built VB.NET software for large scale affiliate and online marketing systems.
In 2012, I moved into cryptocurrency, developing arbitrage engines and automated trading logic.
In 2014, I designed high speed futures trading software focused on execution, risk, and latency.
In 2023, I launched my second funding company, fully automated end to end.

I am the Founder and Chief Technology Officer of DayTraders.com.

My philosophy is simple. Automate everything. Eliminate friction. Build systems that scale cleanly under pressure.

I design and engineer trading technology that is fast, secure, and precise. Systems where performance and risk control are first class citizens, not afterthoughts.

Core expertise:
Algorithmic and high speed trading platforms
Futures market infrastructure and risk modeling
Enterprise PHP, C#, and VB.NET systems
FIX protocol and low latency architectures
Compliance driven automation and controls

I build more than software. I architect full ecosystems. I have designed platforms handling millions in volume, built proprietary automation engines for trader funding, risk enforcement, and payouts, and led teams that scaled affiliate operations to nine figures.

My work lives at the intersection of code, finance, and systems design. Precision matters. Discipline matters. Details matter.

I am also the creator and copyright owner of proprietary automation engines used across major futures funding platforms.

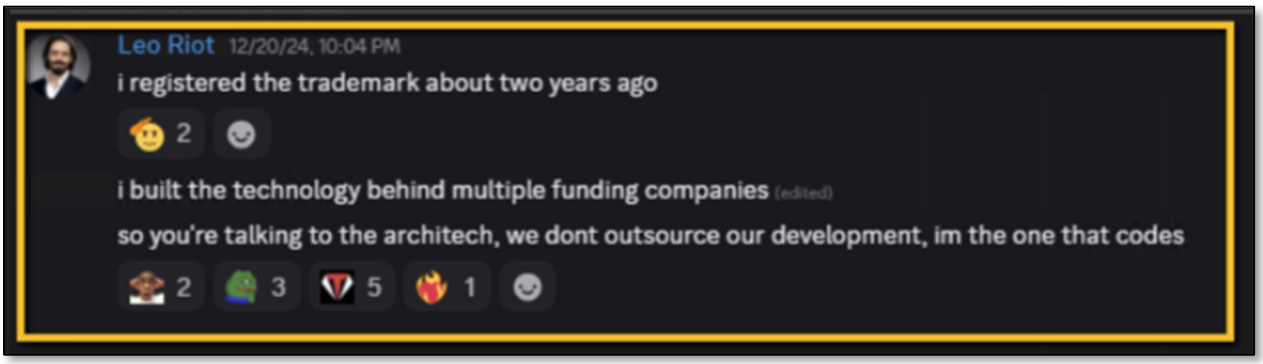
Available at https://www.linkedin.com/in/leoriot/?isSelfProfile=false (last visited Oct. 5, 2026) (emphasis added); *see also* Ex. 5.

123. Riot's reference to "platforms handling millions in volume" and "proprietary automation engines for trader funding, risk enforcement, and payouts" are direct references to

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Apex and Riot falsely claiming ownership over Apex's technology and success. Riot's reference to "affiliate operations to nine figures" refers to Apex and Riot's and Montano's schemes to defraud Apex and manipulate its affiliate program. Riot's claim to be the "creator and copyright owner of proprietary automation engines used across major futures funding platforms" is another false claim to credit for the technology and success for Apex. Each of these is a Disparaging Statement under § XII.B.1 of the Settlement Agreement.

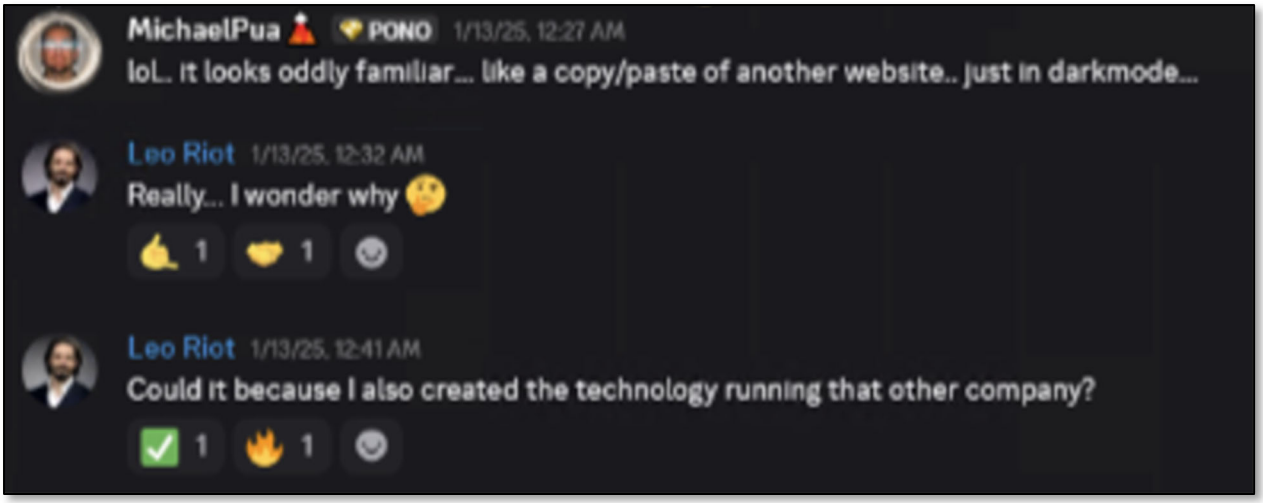
124. On Discord, Riot has failed to remove Disparaging Statements he has posted specifically referring to Apex and claiming credit for Apex's success. For example, Riot posted the following as he filed his frivolous lawsuits against Apex.



See Ex. 5.

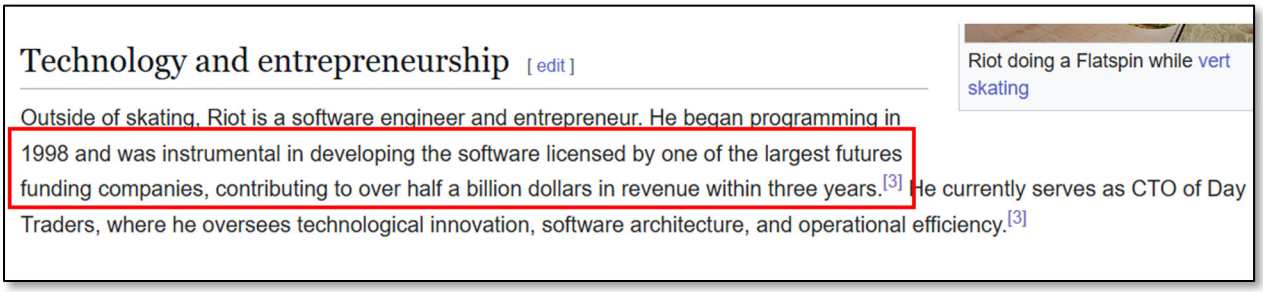
125. In another example, Riot responded to comparisons of Day Traders and Apex, again claiming credit for Apex's technology and success.

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Id.

126. Finally, Riot lards his own Wikipedia page with false references and Disparaging Statements about Apex.[7]



Available at https://en.wikipedia.org/wiki/Leo_Riot (last accessed October 5, 2026); *see also* Ex. 5.

VI. CAUSE OF ACTION

COUNT I: BREACH OF CONTRACT (SETTLEMENT AGREEMENT)

127. Apex incorporates the allegations contained in all preceding paragraphs as if fully set forth herein.

[7] On information and belief, Riot edits his own Wikipedia page or directs others to do so on his behalf.

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128. The Settlement Agreement is a valid and enforceable agreement between Apex, Riot, Montano, and Day Traders (among other parties).

129. Among other obligations, the Settlement Agreement prohibits Defendants from making any Disparaging Statement concerning Apex, Martin, or Skelton. Ex. 1, Article XII.

130. The Settlement Agreement further defines Disparaging Statements and provides specific, illustrative examples of prohibited statements. *Id.* §§ XII.A, XII.B.1-XI.B.6. These examples include prohibitions barring Riot or any of his affiliates from claiming to be (or to have been) the "owner," "founder," "partner," or "creator" of Apex; barring Riot and his affiliates from claiming that he was the "mastermind" or "inventor" behind Apex or that he is responsible for Apex's success (or any similar statement). *Id.* § XII.B.1.

131. Other prohibited statements include any claim that Montano or Adnova was or is an Apex Affiliate, that Montano marketed Apex's products or services, or that Montano was responsible for any success achieved by Apex. *Id.* § XIIB.2. In fact, Montano agreed that he and his affiliates "will make no reference to Apex and no reference to Montano or Adnova's activities prior to October 2024." *Id.*

132. The Settlement Agreement further required Defendants to immediately remove all direct and indirect references to Apex and all Disparaging statements from "from all websites and social media under Riot's [or Montano's] control (*e.g.*, the Day Traders website, LinkedIn, Facebook, Instagram)." *Id.* §§ XII.B.1–2.

133. Apex has performed all its duties and obligations under the Settlement Agreement.

134. Defendants, on the other hand, immediately breached their obligations under the Settlement Agreement as follows:

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(a) **Breach of § XII.B.1 by Riot and Day Traders by publishing Disparaging Statements on the Day Traders website.** Riot is the founder and CTO of Day Traders. The Day Traders website is under his control. Yet on the day the parties executed the Settlement Agreement, the Day Traders website contained multiple Disparaging Statements as defined in the Settlement Agreement. As of this filing, the Day Trader's website remains littered with direct and indirect references to Apex and other prohibited attempts by Riot and Day Traders to claim ownership of Apex's technology or responsibility for Apex's success, and other Disparaging Statements described in detail above.

(b) **Breach of § XII.B.2 by Montano and Day Traders by publishing Disparaging Statements on the Day Traders website.** The Day Traders website also is littered with Disparaging Statements pertaining specifically to Montano and his efforts, with Riot, to defraud Apex by manipulating Apex's affiliate program. These included statements describing Montano as an "Affiliate Marketing Powerhouse," the "#1 Top Affiliate" and "the top affiliate for one of the largest futures funding firms in the world," as well as claiming that "Martin also founded a digital marketing company [Adnova]" that "quickly became the top affiliate for one of the largest futures funding firms in the world [Apex]." *See* Ex. 5. All of these references remain on the Day Traders website as of the day of this filing. Each represents a separate and independent breach of the Settlement Agreement by Montano and Day Traders.

(c) **Breach of § XII.B.1 (Riot and Day Traders), by publishing additional Disparaging Statements.** Additionally, Riot and Day Traders used Riot's

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LinkedIn and the Day Traders X (formerly twitter) account and YouTube page to publish statements that refer to Apex, directly or indirectly, and credit Riot with Apex's technology and success. These include statements that Riot is the "creator and copyright owner of proprietary automation engines used across major futures funding platforms." They also include statements that Day Traders "developed the technology powering some of the world's most successful funding companies," that Riot's software "powered $500M+ in revenue," and that Day Traders' technology is "the backbone of top funding companies," and the YouTube video described above crediting Riot with Apex's success. Each statement is the kind of "creator" or "responsible for Apex's success" claim, and the kind of indirect reference to "a top prop firm," that § XII.B.1 expressly prohibits. Riot and Day Traders also failed to remove those statements from websites and social media under Riot's control following execution of the Settlement Agreement.

(d) **Breach of §§ XII.B.7 and XII.B.8 (All Defendants).** Each statement identified above is a Disparaging Statement and a separate breach by each Defendant.

135. As a direct and proximate result of Defendants' breaches of the Settlement Agreement, Apex has suffered and will suffer damages and has been forced to incur attorneys' fees and costs. Apex seeks recovery of all damages, fees, and costs herein.

136. Additionally, each Disparaging Statement by Riot, Montano, and Day Traders is subject to the Liquidated Damages provisions of the Settlement Agreement. *Id.* §§ XII.C, XII.D. Each Disparaging Statement subjects the breaching party to liquidated damages of "One Million Dollars ($1,000,000.00), with each separate disclosure constituting a separate occurrence and separate incident of breach." *Id.* § XII.D. Defendants made multiple Disparaging Statements that

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trigger this provision, including those described in the preceding paragraphs. Each is a separate incident of breach, and each triggers $1,000,000.00 in liquidated damages owed to Apex.

137. Additionally, the Defendants stipulated and agreed that $1,000,000 per incidence of breach represents "a reasonable estimate of the damages that would be suffered by Apex" and that such a sum is "not a penalty." *Id.* § XII.C. The Defendants further stipulated that:

(a) The breach of their non-disparagement obligations "would cause irreparable harm to Apex."

(b) The "Disparagement Liquidated Damages have been specifically negotiated and are, among other things, to compensate Apex for the reputational damages for the Riot Parties' or the Montano Parties' breach(es) of this Section and for Apex's costs and expenses associated with such breach(es) and enforcement of remedies in light of such breach(es)."

(c) The Defendants "hereby waive any rights and/or benefits of any law, rule, regulation, or order now or hereafter existing that could serve as a basis against payment of the agreed Disparagement Liquidated Damages set forth herein, whether because the same would constitute a penalty or otherwise."

(d) "The Disparagement Liquidated Damages set forth in this Section are in addition to, and not in lieu of, any and all other rights and remedies available to the Apex Parties at law or in equity, including the right to seek and obtain specific performance, temporary, preliminary, and permanent injunctive relief, and other equitable relief."

(e) Defendants "further acknowledge and agree that any breach or threatened breach of this Section will cause the Apex Parties immediate, substantial, and irreparable

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harm for which monetary damages alone (including the Disparagement Liquidated Damages as set forth herein) would be an inadequate remedy, and accordingly the Apex Parties shall be entitled to seek and obtain such injunctive and equitable relief in any court of competent jurisdiction without the necessity of posting any bond or other security and without proof of actual damages."

(f) Defendants "waive any defense or objection based on adequacy of remedy at law or any requirement to post a bond."

Id. § XII.D.

VII. ATTORNEYS' FEES

138. As a result of Defendants' breach, Apex retained attorneys and seeks reimbursement for its reasonable attorneys' fees, as authorized by Texas Civil Practices and Remedies Code Chapter 38 and Article XVI of the Settlement Agreement, which provides:

> **XVI. ATTORNEYS' FEES & EXPENSES FOR BREACH BY THE RIOT PARTIES OR THE MONTANO PARTIES**
>
> In the event of a material breach of this Agreement by the Riot or Montano Parties, Apex or the Apex Parties, should they prevail as determined by a court of competent jurisdiction, shall be entitled to recover their attorneys' fees and expenses incurred in connection with prosecuting a claim or action for the breach, or otherwise enforcing its rights against the breaching party. For the avoidance of doubt, this provision is not reciprocal, but rather drafted for the benefit of the Apex Parties only.

Id. at 20.

VIII. REQUEST FOR PRELIMINARY INJUNCTION AND SPECIFIC PERFORMANCE

139. As more fully set out in Apex's separately filed application for a temporary injunction enjoining Defendants and their affiliates, agents, and all persons acting in concert with them from making, publishing, or causing to be published any Disparaging Statement, including any claim that Riot is or was an owner, founder, partner, creator, mastermind, or inventor of Apex

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or responsible for its success (or any similar statement), or that Montano is or was an Apex Affiliate (or any similar statement), without the necessity of posting a bond, as Defendants agreed in § XII.D of the Settlement Agreement.

IX. REQUEST FOR JURY TRIAL

140. Plaintiff demands a trial by jury on all issues.

X. PRAYER

141. For these reasons, Plaintiff Apex Trader Funding, Inc. respectfully requests that Defendants be cited to appear and answer, and that, on final trial or other disposition, the Court enter judgment in favor of Apex and against Defendants Leo Riot, Martin Montano, and Day Traders LLC, jointly and severally to the extent permitted by law, awarding the following relief:

(a) Disparagement Liquidated Damages under §§ XII.C and XII.D of the Settlement Agreement of $1,000,000.00 for each separate Disparaging Statement, with each separate statement and publication constituting a separate incident of breach;

(b) Actual, consequential, and incidental damages proven at trial, to the extent not duplicative of liquidated damages, including reputational harm (in addition to liquidated damages as permitted by § XII.D of the Settlement Agreement, which provides they are "in addition to, and not in lieu of" other remedies);

(c) A preliminary and permanent injunction (i) enjoining Defendants and their affiliates, agents, and all persons acting in concert with them from making, publishing, or causing to be published any Disparaging Statement, including any claim that Riot is or was an owner, founder, partner, creator, mastermind, or inventor of Apex or responsible for its success, or that Montano or Adnova is or was an Apex Affiliate, without the necessity of posting a bond, as Defendants agreed in § XII.D of the Settlement Agreement; and (ii) ordering Defendants to immediately remove all direct and indirect references to Apex, and all references to Montano's or Adnova's activities before October 2024, from the Day Traders website, Riot's and Montano's LinkedIn pages, and all other websites and social media under their control, including the statements identified in this Complaint;

(d) Reasonable and necessary attorneys' fees and expenses under § XVI of the Settlement Agreement and Texas Civil Practice and Remedies Code Chapter 38, including conditional appellate fees;

(e) Pre-judgment and post-judgment interest at the maximum rate permitted by law;

(f) All costs of court; and

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(g) Such other and further relief, at law or in equity, to which Apex may show itself justly entitled.

Dated: October 6, 2026.

Respectfully Submitted,

VARTABEDIAN KATZ HESTER & HAYNES LLP

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Attorneys for Plaintiff Apex Trader Funding, Inc.

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EXHIBIT 1

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HIGHLY CONFIDENTIAL
SUBJECT TO FRE 408 AND ALL STATE EQUIVALENTS

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between Leo Riot ("Riot"), individually, as Trustee of Quasar Spendthrift Trust ("QST"), as Trustee of Vert Spendthrift Trust ("Vert"), on behalf of MKNET LLC ("MKNET"), on behalf of Day Traders LLC ("Day Traders"), and on behalf of Collecto Inc. ("Collecto"); Martin Montano ("Montano"), individually and on behalf of Adnova, LLC ("Adnova"); and Apex Trader Funding, Inc. ("Apex"), Darrell Martin and the M4 Apex Spendthrift Trust and M4 Legacy Spendthrift Trust (together, "Martin"), and John Skelton and the JMSSA Spendthrift Trust and JMS Spendthrift Trust (together "Skelton"), (each person or entity named here being a "Party" and collectively being the "Parties").

This Agreement is effective as of the date when all Parties have signed this Agreement (the "Effective Date").

WHEREAS, the Parties are currently engaged in litigation in the United States District Court for the Western District of Texas, Austin Division, styled *Leo Riot, individually and as Trustee of Quasar Spendthrift Trust, and Day Traders LLC v. Apex Trader Funding Inc. et al.*, Case No. 1:24-cv-01557-ADA (the "Federal Case");

WHEREAS, the Parties are currently engaged in litigation in the District Court of Travis County, Texas, 250th Judicial District, styled *Adnova, LLC and Martin Montano v. Apex Trader Funding, Inc. et al.*, Cause No. D-1-GN-24-009940 (the "State Case");

WHEREAS, the Federal Case and State Case are referred to, collectively, as the "Dispute";

WHEREAS, in the Federal Case, the Riot Parties have asserted claims against the Apex Parties, and Apex has asserted counterclaims or third party claims against certain of the Riot Parties, including counterclaims for breach of the Programming Agreement, breach of the Transition Agreement, and breach of the License Agreement, among other claims;

WHEREAS, in the State Case, the Montano Parties have asserted claims against the Apex Parties, and Apex has asserted counterclaims and third-party claims against the Montano Parties and certain of the Riot Parties, including a counterclaim for breach of the Affiliate Agreement, among other claims;

WHEREAS, The Riot Parties and the Montano Parties stipulate, acknowledge, and agree that the claims they asserted against the Apex Parties in the Federal Case and the State Case are without merit, that the Apex Parties are not liable for any such claims, and that Riot and Montano are liable for breach of contract as set forth in the stipulated judgments to be entered in those cases (attached hereto as Exhibits 1 and 2);

WHEREAS, the Parties desire to bring the Dispute to a complete and final conclusion, and to take all feasible measures to avoid future litigation between them;

WHEREAS, the Parties have negotiated and agreed upon a resolution of the dispute as reflected here and in the attached exhibits, which are incorporated by reference and are part of this Agreement;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

A. "**Affiliate Agreement**" means the Affiliate Agreement between Apex and Montano/Adnova, as referenced in the State Case.

B. "**Agreement**" means this Settlement Agreement, including all exhibits and schedules attached hereto.

C. **"Apex Information"** means all information, data, materials, files, and records, that originate from, belong to, were created by or for, or were obtained from or through the Apex Parties or their systems, accounts, personnel, or agents, and that are in the possession, custody, or control of any of the Riot Parties or the Montano Parties (or any of their respective affiliates), including without limitation: (a) Apex customer and client information, whether stored in aMember or otherwise, including customer and client lists, contact and other identifying information, account data, and retargeting data; (b) the confidential and proprietary business information of the Apex Parties, including trade secrets and financial information, and all information identified as belonging or assigned to Apex under the Programming Agreement; (c) all emails, files, and other materials taken from, or belonging to, the accounts of Darrell Martin, John Skelton, or any other person affiliated with the Apex Parties, including any obtained through the atf.com domain, website, or associated email systems; (d) all FAQs, scripts, help-desk macros, and similar operational materials taken from the Apex Parties; (e) all data and recordings captured using "Hotjar" or similar monitoring software from any website or system of the Apex Parties; and (f) all recordings, in any medium, of any conversation with Apex, Darrell Martin, John Skelton, or any other Apex agent or representative. Notwithstanding the foregoing and Section VI(A), **"Apex Information"** does not include: (i) information that is or becomes generally available to the public other than as a result of an act or omission by the Riot Parties or the Montano Parties in breach of this Agreement; and (ii) copies of communications or correspondence that the Litigation Hold Exception in Section VIII requires be delivered to and preserved by counsel, which shall be retained by counsel solely for the purposes stated therein and shall remain subject to the confidentiality obligations of this Agreement.

D. "**Apex Parties**" means Apex Trader Funding, Inc., Darrell Martin, the M4 Apex Spendthrift Trust, the M4 Legacy Spendthrift Trust, John Skelton, the JMSSA Spendthrift Trust, the JMS Spendthrift Trust.

E. "**Dispute**" means the Federal Case and State Case, collectively.

F. "**Effective Date**" means the latest date upon which all Parties have signed this Agreement.

G. "**License Agreement**" means that certain Software License Agreement dated July 12, 2024, between QST (as licensor) and Apex (as licensee).

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H. "**Montano Parties**" means Montano, individually, and Adnova, collectively.

I. "**Programming Agreement**" means that certain Programming Agreement dated April 28, 2022, between Apex/Martin and Riot/MKNET.

J. "**Riot Parties**" means Riot (a/k/a Daniel Bouchard, Amelie Bouchard), individually and as Trustee of QST and Vert, MKNET, Day Traders, and Collecto, collectively.

K. "**Settlement Payment**" means sixteen million dollars ($16,000,000.00) (all monetary amounts specified herein are in United States Dollars) to be paid by Riot (or QST on Riot's behalf) to Apex in accordance with Section II of this Agreement.

L. "**Transition Agreement**" means that certain Transition Agreement dated July 12, 2024, between Apex/Martin and Riot/MKNET.

II. SETTLEMENT PAYMENT

A. Payment Amount. Riot (or QST on his behalf) shall pay to Apex the Settlement Payment in immediately available funds via wire transfer to an account designated by Apex in Section II(E) below in two installments:

1. Within three (3) business days of the Effective Date, a first installment in the amount of twelve million dollars ($12,000,000.00) (the "First Installment");

2. Within three (3) business days of the completion of the CRA certification described in Section VIII(F) below, or within ten (10) days of the Effective Date, whichever occurs first, a second installment in the amount of four million dollars ($4,000,000.00) (the "Second Installment").

B. Allocation. The Parties stipulate that the Settlement Payment shall be allocated by Apex as follows:

1. One-third of the Settlement Payment (*i.e.*, $5,333,333.34) in resolution of claims asserted against or by Apex, and as damages for the reputational harm to Apex;

2. One-third of the Settlement Payment (*i.e.*, $5,333,333.33) in resolution of claims asserted against Darrell Martin, and as damages for the reputational harm to Darrell Martin;

3. One-third of the Settlement Payment (*i.e.*, $5,333,333.33) in resolution of claims asserted against John Skelton, and as damages for the reputational harm to John Skelton.

C. Transfer of Domain. Contemporaneous with the payment of the First Installment, Riot shall transfer, or cause to be transferred, all right, title, and interest in the domain name "atf.com" to Apex, free and clear of all liens and encumbrances. Riot shall execute and deliver all documents and take all actions necessary to effectuate such transfer.

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D. Default, Acceleration, Additional Remedies. If Riot or QST fail to pay either the First Installment or Second Installment in full when due, then, in addition to and without limiting any other right or remedy of Apex or the Apex Parties at law or in equity: (i) the entire unpaid portion of the Settlement Payment will immediately become due and payable; interest shall accrue on all unpaid amounts from the original due date until paid in full at the rate of ten percent (10.0%) per month or, if lower, the maximum rate permitted by applicable law; (ii) the Apex Parties may, at their sole election, reinstate, refile, amend, or continue to prosecute all claims pending in the Federal Case or State Case, with the Riot Parties and Montano Parties waiving any statute of limitations, laches, or similar defense based on the period during which this Settlement Agreement was in effect—this includes without limitation Apex's right to reinstate, refile, or continue its motions for sanctions, presently pending in the Federal Case; and (iii) the Riot Parties shall reimburse Apex for all reasonable attorneys' fees, costs, and expenses incurred by Apex in collecting any unpaid amount or otherwise enforcing this Settlement Agreement. Notwithstanding the foregoing, no default shall be deemed to have occurred, and none of the remedies in clauses (i), (ii), or (iii), above, shall be available, to the extent any delay in payment is caused by errors in the wire instructions provided by Apex below, by any bank, or by any government entity.

E. Wire Instructions. The First Installment and Second Installment shall be paid by wire transfer to the account below:

Account: Apex Trader Funding Inc., 2569 E Hwy 114, Boyd, Tx 76023

Frost Bank

Routing No: 114000093

Account No: 609634606

III. STIPULATIONS OF LIABILITY

A. Stipulation of Non-Liability for Apex. The Riot Parties and the Montano Parties hereby stipulate and agree that Apex and its executives, employees, and affiliates (including all named Defendants in the Federal Case and the State Case, and any associated trusts) are not liable on any state or federal claims or counterclaims asserted by Riot, Montano, or any of their respective companies or entities, including without limitation the Riot Parties and the Montano Parties in the Federal Case and in the State Case. These stipulations are further reflected in the stipulated judgments attached here as Exhibits 1 and 2, as well as the stipulated public statement to be issued by the Riot Parties and Montano Parties, attached as Exhibit 3.

B. Stipulation of Liability for Breach of Contract by Riot. The Riot Parties and the Montano Parties hereby stipulate and agree that they are liable for breach of contract as set forth in the stipulated judgments described in Section VII of this Agreement judgments and attached as Exhibits 1 and 2, as well as the stipulated public statement to be issued by the Riot Parties and Montano Parties, attached as Exhibit 3.

C. Effect of Stipulations. The stipulations set forth in this Section shall be incorporated into and form the basis of the stipulated judgments to be entered in the Federal Case and the State Case, as is appropriate. The Riot Parties and the Montano Parties stipulate and agree

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that they will not, at any time following the execution of this Agreement, question, dispute, challenge, contest, or otherwise take any position adverse to the stipulations made herein. This includes, without limitation, the Riot Parties' and Montano Parties' waiver of any and all rights to appeal the stipulated judgments attached as Exhibits 1 and 2.

IV. PUBLIC STATEMENT

A. Content of the Public Statement and Obligation to Publish. The Riot Parties shall agree to the "Public Statement" attached as Exhibit 3, as of the Effective Date, payment of the First and Second Installments, and entry of the stipulated judgments attached as exhibits to this Agreement by the United States District Court for the Western District of Texas and the District Court of Travis County, Texas, 250th Judicial District.

B. The Riot Parties and the Montano Parties further stipulate that Apex may publish the Public Statement in any forum it chooses, at any time, at Apex's sole discretion.

V. MONTANO PARTICIPATION AND STIPULATIONS

A. Montano Party Stipulations. The Montano Parties, by executing this Agreement, hereby directly and unconditionally join in and agree to be bound by the stipulations, obligations, covenants, and conditions set forth in this Agreement, including without limitation the stipulations regarding liability set forth in Section V(B) below, the confidentiality obligations in Section XI, the non-disparagement obligations in Section XII, and such other provisions as are expressly applicable to the Montano Parties. Montano confirms that his execution of this Agreement is voluntary, is made upon independent legal advice, and constitutes his direct consent to all terms herein applicable to the Montano Parties.

B. Montano Liability Stipulations. Montano hereby stipulates and agrees as follows:

1. The Apex Parties, and their executives, employees, and affiliates are not liable on any claims or counterclaims that were asserted by Montano or Adnova in the State Case and the Federal Case;

2. Montano and Adnova are liable for breach of the Affiliate Agreement, as reflected in the stipulated judgment to be entered in the State Case;

3. The Montano Parties' stipulations are further reflected in the stipulated judgment in the State Case (Exhibit 2).

C. Montano Public Statement Participation. Montano shall join in the Public Statement set forth in Section IV, and he expressly stipulates that the Apex Parties and their affiliates are not liable for any claims asserted by Montano or Adnova, and that such allegations brought by Montano or Adnova against the Apex Parties were without merit. Montano further represents and warrants that neither he, nor any affiliate of his, will dispute the accuracy and veracity of the stipulated judgments and Public Statement contemplated herein.

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VI. INTELLECTUAL PROPERTY

A. Apex Ownership. Apex owns all rights, title, and interest in and to all technologies, software, code, systems, platforms, trade secrets, and other intellectual property that Apex has used in the past or is currently using in connection with its business, including without limitation any modifications, enhancements, or derivative works thereof (collectively, the "**Apex Technology**"). The Riot Parties and Montano Parties recognize and admit, on behalf of themselves and their respective affiliates, that, as between the Parties, Apex owns all right, title and interest in the Apex Technology, including without limitation all "add ons," plugins, software, code, and all other intellectual and other property designated as owned by Apex in the Programming Agreement.

B. QST Ownership. QST owns all rights, title, and interest in and to all technologies, software, code, systems, platforms, trade secrets, and other intellectual property: (i) that QST has used in the past in connection with Day Traders, exclusively, or is currently using in connection with Day Traders, exclusively, with the exception of Apex's customer lists or information; (ii) in the Nadex Trading Tool code written in VB.NET; (iii) in the Market Data Streamer code written in VB.NET; (iv) in the Cryptocurrency Trading Tool code written in VB.NET; (v) in the POP3 Socket code written in C++; (vi) in the Web Socket code written in C++; and (vii) in any modifications, enhancements, updates, derivative works, or future versions to any of the foregoing (collectively, the "**QST Technology**"). QST and the Riot Parties agree and stipulate that none of above-recited components of the "QST Technology" and the "QST Technology" collectively are used by Apex and have never been used by Apex, and that any code or software or other information in Apex's possession bearing any similarity to the above-recited components is separate Apex property and does not fall within the definition of "QST Technology." Stated differently, the QST Technology is a separate set of code and software, developed in part from Apex's code and software, that the Parties now agree is severed and separate from Apex's code, software, technology, and other information. Also for the avoidance of doubt, QST Technology does not include, and QST, Riot, Day Traders, Montano, and aMember LLC, and their affiliates have no right to, Apex's customer lists or customer information contained in aMember or other databases, Apex's retargeting data, Apex's FAQs, or Apex's help desk macros, or any other data or information that originate from, belong to, were created by or for, were ever used by, or were obtained from or through the Apex Parties or their systems, accounts, personnel, or agents.

C. No Challenge. The Riot Parties shall not challenge, contest, or take any action inconsistent with Apex's ownership of the Apex Technology, including suing Apex over any dispute regarding the scope or use of Apex Technology, and the Apex Parties shall not challenge, contest, or take any action inconsistent with QST's ownership of the QST Technology including suing the Riot Parties or Montano Parties over any dispute regarding the scope or use of QST Technology.

VII. DISMISSAL OF CLAIMS AND STIPULATED JUDGMENTS

A. Federal Case Disposition. Within three (3) business days of the receipt of the First Installment, Apex shall file or cause to be filed in the Federal Case (Case No. 1:24-cv-01557-ADA, W.D. Tex.) a joint motion for entry of the stipulated judgment attached as Exhibit 1 to this Agreement.

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B. State Case Disposition. Within three (3) business days of the receipt of the First Installment, Apex shall file or cause to be filed in the State Case (Cause No. D-1-GN-24-009940, Travis County, 250th Judicial District) a joint motion for entry of the stipulated judgment attached as Exhibit 2 to this Agreement.

C. Cooperation. The Parties shall cooperate in good faith to execute and file all documents necessary to effectuate the dismissals and stipulated judgments contemplated by this Section and the incorporated exhibits.

VIII. DESTRUCTION OF APEX INFORMATION

A. Agreement that no Data Breach has Occurred. The Riot Parties and Montano Parties represent and agree that the Riot Parties retained copies of certain Apex Information, including Confidential Information, that remains in the Riot Parties' possession, custody, or control as of the Effective Date. The Riot Parties and Montano Parties stipulate and agree that except as stated in Section VIII.D below, they have not released Apex Information to third parties, and that no data breach has occurred by virtue of the Riot Parties retaining copies of this information. As of the Effective Date, the Riot Parties have kept such Apex Information confidential with respect to such third parties.

B. Agreement that a Data Breach Represents an Existential Threat. The Riot Parties and Montano Parties agree and stipulate that a data breach of Apex Information represents an existential threat to the Apex Parties and their ability to continue doing business, and that the damages resulting from a data breach cannot be adequately remedied by monetary damages or other relief that could be issued after the fact.

C. Riot Parties and Montano Parties Obligation to Destroy Apex Confidential Information. Accordingly, the Riot Parties and the Montano Parties agree that they will comply with the supervised destruction of all Apex Information that they or their affiliates have in their possession, custody or control.

D. Supervised Destruction of Apex Information by the Riot Parties and the Montano Parties. The Riot Parties and the Montano Parties stipulate that, within three (3) business days of the Effective Date, they will submit to the supervised destruction of all Apex Information in their possession, custody, or control.

This destruction will be supervised by CRA Investigations LLC ("CRA"), and Specifically Lee Whitfield, Dan Roffman, or persons appointed by them. Should CRA Investigations be unavailable to oversee the supervised destructions, the Parties will work together in good faith to appoint an alternative entity.

The Riot Parties, including specifically but without limitation Leo Riot and Day Traders, stipulate and agree that they will certify the locations of all Apex Information, stored in any way, in any electronic or physical medium, in the possession, custody or control of any of the Riot Parties. This shall include all Apex Information currently in use by the Riot Parties and all

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backups and duplicates of Apex information in the possession, custody or control of the Riot Parties.

The Montano Parties, including specifically but without limitation Martin Montano and Adnova, stipulate and agree that they will certify the locations of all Apex Information, stored in any way, in any electronic or physical medium, in the possession, custody or control of any of the Montano Parties. This shall include all Apex Information currently in use by the Montano Parties and all backups and duplicates of Apex Information in the possession, custody or control of the Montano Parties.

Prior to the Effective Date, the Riot Parties and/or Montano Parties provided Apex Information to the following third parties:

- Kelly Ann Marlin;
- 521 Products Pty Ltd t/a Smartlead.ai.;
- Active Solutions; and
- Attorneys representing the Riot Parties and/or the Montano Parties and those attorneys' agents, service providers, expert witnesses, and others in connection with litigating the Dispute.

With regard to each of 521 Products Pty Ltd t/a Smartlead.ai., and Active Solutions, the Riot Parties and the Montano Parties agree that they will send a writing to each firm that: (i) identifies the customer information provided as belonging to Apex; (ii) requests the immediate destruction of the customer list and any other Apex Information; and (iii) requests written confirmation from each firm of the destruction.

The Riot Parties and Montano Parties acknowledge and agree that if any third parties further publish, disclose, disseminate, or use Apex's confidential information provided to them by the Riot Parties or Montano Parties, that such action may give rise to additional litigation nor other claims. Moreover, any such litigation or claim is not subject to the release provided by Apex in this Agreement.

The Riot Parties and Montano Parties stipulate and agree that they will permit CRA access to all electronic systems or other repositories of information used by the Riot Parties or the Montano Parties, in any way, for purposes of verifying the destruction of Apex information. CRA may request such access in CRA's sole discretion subject to the protections set forth below. For the avoidance of doubt, this is not limited only to those electronic systems or other repositories of information previously disclosed by the Riot Parties to CRA. It includes all electronic systems and repositories. For example and without limitation, the Riot Parties will give CRA administrative access to the swissrockie@gmail.com account and all other electronic accounts used by Riot, whether under his own name or any alias, pseudonym, or other identifier. To the extent that physical access to any device(s) is required, the Riot Parties and the Montano Parties will work with CRA to make such devices available at one of the Riot Parties' or

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Document Ref: XHHWN-SJSXJ-J6ZR3-VX9WP

Montano Parties' counsel's office(s). Should CRA determine that access to Riot's or Montano's residence(s), or Day Traders' physical offices, or other properties owned, operated, managed, or used by the Riot Parties or Montano Parties, is needed to complete its work or verify the same, then Riot, Montano, or Day Traders will provide that access with two-days (48 hour) notice.

By agreement of the Parties, such access includes, without limitation: (a) administrative access to those Google, Gmail, or similar accounts in which the Riot Parties have stored emails or other data obtained from Apex, including through ATF.com; (b) administrative access to Riot's Hotjar account(s); (c) administrative access to Riot's GitHub repository; (d) administrative access to all Day Traders systems including staff devices or accounts issued by Day Traders and (e) access to the three server drives presently in the possession of CRA as Forensic Examiner. To the extent CRA reasonably determines that access to any additional system, account, or device is reasonably necessary to verify the destruction of Apex Information, CRA may request such access upon reasonable written notice of not less than three (3) business days (or such shorter period as the circumstances reasonably require), identifying the system to be accessed and the basis for believing it contains Apex Information, and the Riot Parties and the Montano Parties shall not unreasonably withhold, condition, or delay such access. CRA shall employ reasonable, targeted search methodologies (including, where practicable, custodian-, keyword-, and date-limited searches) designed to locate Apex Information while minimizing exposure of materials outside the scope of this Section.

Apex will pay the costs and fees incurred by CRA in the Supervised Destruction, provided the Riot Parties cooperate with CRA in that process, and the process completes within five (5) business days of the commencement of the Supervised Destruction.

E. Protection of Privileged, Personal, and Third-Party Information. Nothing in this Section requires the Riot Parties or the Montano Parties to produce, and CRA shall not review, copy, image, retain, or disclose to any Apex Party, any material other than Apex Information, including without limitation (i) materials protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or protection; (ii) personal information of any individual; and (iii) confidential information of Day Traders' customers or other non-parties that does not itself constitute Apex Information. Prior to providing access, the Riot Parties and the Montano Parties may implement reasonable measures to segregate or protect such materials, provided such measures do not impede CRA's ability to verify the destruction of Apex Information. CRA shall act as a neutral for purposes of this Section, shall be bound by the confidentiality obligations of this Agreement, and shall report to the Apex Parties only whether Apex Information was located and destroyed and information reasonably necessary to describe the completeness of that destruction; CRA shall not disclose to any Apex Party the substance of any material outside the scope of Apex Information. Any inadvertent access to or disclosure of privileged or protected material shall not constitute or effect a waiver of any applicable privilege or protection, and CRA shall promptly return or destroy such material upon identification. The Parties agree to sign a mutual undertaking, along with CRA, mandating that CRA comply with the provisions in this paragraph.

F. Certification of Compliance with Destruction Protocol. Upon completion of the destruction contemplated by this Section, CRA will certify that the destruction has been completed to the best of their knowledge and that CRA requires no further access to the Riot Parties' and

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Montano Parties' electronic systems or other repositories of information. Riot and Montano shall provide a sworn certification to Apex confirming that all such information has been destroyed, to the best of their knowledge, and that no copies have been retained in any form.

G. Litigation Hold Exception. Notwithstanding the above, the Riot Parties and the Montano Parties shall deliver to their counsel copies of any communications or correspondence with third parties, including for example and without limitation, communications with Kelly Ann Marlin, concerning Apex. These materials shall be preserved by counsel for a period of at least one year following the effective date.

H. Compliance with Protective Orders; Return or Destruction of Produced Material. The Parties shall comply with the terms of the protective order(s) entered in the Federal Case and the State Case (collectively, the "Protective Orders") governing the treatment, return, or destruction of materials produced or designated as confidential or protected thereunder.

I. No obligation to delete QST Technology. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, nothing in this Section obligates the Riot Parties or the Montano Parties to delete any QST Technology.

IX. RELEASES AND COVENANT NOT TO SUE

A. Release by Riot Parties. Following execution of this Agreement, payment of the First and Second Installments, and entry of the stipulated judgments attached as exhibits to this Agreement by the United States District Court for the Western District of Texas and the District Court of Travis County, Texas, 250th Judicial District, the Riot Parties (and any of their past, present and future officers, directors, stockholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), do hereby irrevocably release all known and unknown claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, covenants, contracts, controversies, agreements, promises, representations, restitutions, dealings, omissions, damages, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, which the Riot Parties have or may have had against the Apex Parties (and any of their past, present and future officers, directors, stockholders, shareholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), from the beginning of the world to the Effective Date, whether or not apparent or yet to be discovered. For the avoidance of doubt, this provision does not apply to the Apex Parties' obligations under this Agreement and expressly excludes any violation of this Agreement.

Out of an abundance of caution, although none of the Parties is headquartered, incorporated, or otherwise domiciled in California, the Riot Parties acknowledge that they have been informed by their attorneys and they are familiar with and waive the provision of Section 1542 of the Civil Code of the State of California which provides as follows:

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> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS TO WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

It is expressly understood and agreed that the possibility that such claims exist has been explicitly taken into account in determining the consideration to be given for this Agreement, and that a portion of that consideration, having been bargained for in full knowledge of the possibility of such unknown claims, was given in exchange for the releases and discharge of claims covered by these releases.

B. Release by Montano Parties. Following execution of this Agreement, payment of the First and Second Installments, and entry of the stipulated judgments attached as exhibits to this Agreement by the United States District Court for the Western District of Texas and the District Court of Travis County, Texas, 250th Judicial District, the Montano Parties (and any of their past, present and future officers, directors, stockholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), do hereby irrevocably release all known and unknown claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, covenants, contracts, controversies, agreements, promises, representations, restitutions, dealings, omissions, damages, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, which the Riot Parties have or may have had against the Apex Parties (and any of their past, present and future officers, directors, stockholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), from the beginning of the world to the Effective Date, whether or not apparent or yet to be discovered. For the avoidance of doubt, this provision does not apply to the Apex Parties' obligations under this Agreement and expressly excludes any violation of this Agreement.

Out of an abundance of caution, although none of the Parties is headquartered, incorporated, or otherwise domiciled in California, the Montano Parties acknowledge that they have been informed by their attorneys and they are familiar with and waive the provision of Section 1542 of the Civil Code of the State of California which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS TO WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

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It is expressly understood and agreed that the possibility that such claims exist has been explicitly taken into account in determining the consideration to be given for this Agreement, and that a portion of that consideration, having been bargained for in full knowledge of the possibility of such unknown claims, was given in exchange for the releases and discharge of claims covered by these releases.

C. Release by Apex Parties. Following execution of this Agreement, payment of the First and Second Installments, and entry of the stipulated judgments attached as exhibits to this Agreement by the United States District Court for the Western District of Texas and the District Court of Travis County, Texas, 250th Judicial District, the Apex Parties (and any of their past, present and future officers, directors, stockholders, shareholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), do hereby irrevocably release all known claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, covenants, contracts, controversies, agreements, promises, representations, restitutions, dealings, omissions, damages, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, which the Apex Parties have or may have had against the Riot Parties and the Montano Parties (and any of their respective past, present and future officers, directors, stockholders, shareholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them), from the beginning of the world to the Effective Date, whether or not apparent or yet to be discovered.

Notwithstanding the foregoing, this release does not apply to, and expressly excludes: (i) any unknown claims, meaning claims arising from facts that are presently unknown to the Apex Parties and could not have been discovered by the Apex Parties, using reasonable diligence, whether because of concealment by the Riot Parties or Montano Parties, or otherwise, (ii) the obligations of the Riot Parties or the Montano Parties under this Agreement, including its exhibits and the stipulated judgments incorporated herein, and any violation of this Agreement; and (iii) any claim arising from the retention, use, disclosure, dissemination, or publication of Apex Information by any Riot Party or Montano Party occurring after the Effective Date in breach of this Agreement, including any failure to comply with the destruction, certification, and confidentiality obligations set forth in Sections VIII and XI. For the avoidance of doubt, and consistent with Section VIII, the Riot Parties' and the Montano Parties' acquisition, possession, or retention of Apex Information on or before the Effective Date, and their provision of Apex Information to any third party on or before the Effective Date, are within and subject to this release.

D. Covenant Not to Sue by Riot Parties and Montano Parties. The Riot Parties and the Montano Parties, on behalf of themselves and all affiliates, agents, or representatives, hereby covenant and agree that none of them shall institute, maintain, or prosecute, or cause to be instituted, maintained, or prosecuted, any action, suit, or proceeding of any kind against the Apex

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Parties (or any of their past, present and future officers, directors, stockholders, trustees, partners, parents, subsidiaries, affiliates, agents, attorneys, insurers, reinsurers, and employees, and their respective predecessors, successors, and assigns, and each of the aforesaid and any who may claim by or through them) arising out of or related to any claims that were or could have been asserted in the Federal Case or the State Case, including without limitation any claim for misappropriation, misuse, conversion, or other misconduct concerning any intellectual property, of any kind, or any other claim related to the Riot Parties' or Montano Parties' relationship to or interaction with the Apex Parties prior to the Effective Date.

X. COVENANT BY RIOT PARTIES AND MONTANO PARTIES NOT TO INTERFERE WITH APEX BUSINESS RELATIONSHIPS

A. During the pendency of the Dispute, Riot or parties controlled by Riot purchased a business or entity known as "aMember."

B. aMember is presently a database solutions provider for Apex and certain Apex affiliates (e.g. Apex Investing), operating under a contract with Apex and/or its affiliates.

C. Accordingly, the Riot Parties and Montano Parties hereby covenant that they will take no actions, directly or indirectly, to interfere with the contract between Apex and aMember or the provision of services by aMember to Apex or its affiliates.

D. For the avoidance of doubt, the Riot Parties and Montano Parties specifically agree that they will not engage in any of the following, directly or by engaging or encouraging third parties to take any of the following or similar actions: termination of service to Apex or its affiliates, hacking, cyber-attacks, accessing of systems, servers, logins of any type, or installing any data, code, spyware, or malware in any system used by Apex or its affiliates.

E. The Riot Parties and Montano Parties stipulate that any such actions would constitute a breach of this Agreement.

F. The Apex Parties agree that nothing in this Agreement affects or purports to affect the intellectual property or other rights of aMember LLC. For the avoidance of doubt, aMember makes no claim to the ownership of any Apex Information stored within any aMember database or otherwise in aMember's possession, including without limitation any Apex customer data or information. For the avoidance of doubt, Apex owns all code, software, and information concerning the aMember "plug ins" or "ad ons" as defined in the Federal Case and that have been the subject of dispute in the Federal Case, that Apex is using or has used at any time in the past.

XI. CONFIDENTIALITY

A. Confidentiality of this Agreement. Except as expressly provided for here, for example in the stipulated judgments and Public Statement, the Parties shall keep the terms of this Agreement strictly confidential. The Parties represent and agree that no Party has disclosed or shall hereafter disclose such terms to any third party, except: (i) with the prior written consent of all other Parties, (ii) as may be required by applicable law, regulation or order of a court or governmental authority of competent jurisdiction, including tax authorities; (iii) in confidence to accountants, attorneys, insurers, and/or reinsurers who have been informed of this confidentiality

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SUBJECT TO FRE 408 AND ALL STATE EQUIVALENTS

obligation and agreed to abide by this confidentiality obligation, or (iv) to a court or as required by court order, subpoena, discovery request, or other similar device. If a Party is subject to a request or demand for disclosure in connection with any action, court order, subpoena, or similar demand or device, the Party shall provide notice to the other Parties to this Agreement.

B. Ongoing and Perpetual Confidentiality Obligation for all Apex Information. In perpetuity and forever, the Riot Parties and the Montano Parties agree to hold in strict confidence any and all Apex Information that remains in their possession following the destruction contemplated by this Agreement, including without limitation any trade secrets, proprietary business information, client information, financial information, skypes, emails, texts, social media messaging, in person recordings of any kind or telephone recordings of any kind, or other recordings, communications, including without limitation as defined in the Programming Agreement (collectively, "Confidential Information"). Neither the Riot Parties nor the Montano Parties shall disclose, publish, disseminate, or otherwise make available any Apex Information to any third party or other person or entity.

For the avoidance of doubt, should the Riot Parties or Montano Parties retain any such Apex Information following the supervised destruction of information discussed above, that retention constitutes a breach of this Agreement. Even in the event of such a breach, the Riot Parties and Montano Parties agree and stipulate that their obligations to keep all Apex-related information in the strictest confidence continue in perpetuity.

C. Cure of Unauthorized Disclosure. Within forty-eight (48) hours after the Riot Parties' or Montano Parties' receipt of written notice from Apex identifying a breach of this Section, the breaching Party shall use best efforts to remove, retract, or cause the removal or retraction of, such content.

D. Confidentiality Liquidated Damages. The Parties acknowledge and agree that a breach of the confidentiality obligations set forth in this Section would cause irreparable harm to Apex that would be difficult to quantify. Accordingly, in the event of any breach of this Section by Riot or Montano as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex "Confidentiality Liquidated Damages" in the amount of One Million Dollars ($1,000,000.00), with each separate disclosure constituting a separate occurrence and separate incident of breach subject to liquidated damages. The Riot Parties and Montano Parties acknowledge that establishing actual damages would be impracticable or extremely difficult to ascertain and therefore agree that the provision for Confidentiality Liquidated Damages hereunder does not constitute a penalty. The Riot Parties and Montano Parties acknowledge that these Confidentiality Liquidated Damages have been specifically negotiated and are, among other things, to compensate Apex for the reputational damages for the Riot Parties' or Montano Parties' breach(es) of this Section and for Apex's costs and expenses associated with such breach(es) and enforcement of remedies in light of such breach(es). The Riot Parties and the Montano Parties hereby waive any rights and/or benefits of any law, rule, regulation, or order now or hereafter existing that could serve as a basis against payment of the agreed Confidentiality Liquidated Damages set forth herein, whether because the same would constitute a penalty or otherwise. The Confidentiality Liquidated Damages set forth in this Section are in addition to, and not in lieu of, any and all other rights and remedies available to the Apex Parties at law or in equity, including the right to seek and obtain specific performance, temporary, preliminary, and permanent

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injunctive relief, and other equitable relief. The Riot Parties and the Montano Parties further acknowledge and agree that any breach or threatened breach of this Section will cause the Apex Parties immediate, substantial, and irreparable harm for which monetary damages alone (including the Confidentiality Liquidated Damages as set forth herein) would be an inadequate remedy, and accordingly the Apex Parties shall be entitled to seek and obtain such injunctive and equitable relief in any court of competent jurisdiction without the necessity of posting any bond or other security and without proof of actual damages. The Riot Parties and the Montano Parties waive any defense or objection based on adequacy of remedy at law or any requirement to post a bond.

E. Exceptions. The confidentiality obligations set forth in this Section shall not apply to information that: (i) is publicly available at the time of disclosure by the Riot Parties or the Montano Parties through no fault of the Riot Parties or the Montano Parties; (ii) is required to be disclosed by applicable law, regulation, or order of a court or governmental authority of competent jurisdiction, provided that the disclosing Party gives Apex prompt written notice of such requirement and cooperates with Apex in seeking a protective order; or (iii) is disclosed with the prior written consent of Apex.

F. Equitable Relief. In addition to the liquidated damages set forth above and all other remedies available at law or in equity, Apex shall be entitled to temporary and permanent injunctive relief and specific performance to enforce the provisions of this Section, without the necessity of posting bond or proving actual damages.

XII. NON-DISPARAGEMENT

A. Non-Disparagement Obligation. In perpetuity and forever, the Riot Parties and the Montano Parties (and each of their respective affiliates, agents, representatives, employees, and persons acting in concert with them) agree not to make, publish, communicate, or cause to be made, published, or communicated — whether orally or in writing, whether publicly or privately, whether directly or indirectly, and whether to any person, entity, media outlet, social media platform, governmental authority, or otherwise — any statement that is disparaging, defamatory, negative, critical, or harmful to the reputation or business interests of Apex, Darrell Martin, John Skelton, or any other person or entity affiliated with the Apex Parties (a "Disparaging Statement").

For purposes of this Agreement, a "Disparaging Statement" includes, without limitation, any statement that a reasonable person would consider negative, critical, unflattering, or damaging to reputation, regardless of whether such statement is true or false. The Apex Parties shall have no corresponding non-disparagement obligation and shall retain full freedom to make any statement whatsoever regarding Riot, Montano, or any other person or entity.

B. Specific Prohibitions Applicable to the Riot Parties and Montano Parties. Without limiting the general obligations imposed by Section XI(A), above, the Riot Parties and Montano Parties specifically agree as follows:

1. The Riot Parties and their affiliates shall not make any statement or claim that Riot was or is an "owner," "founder," "partner," or "creator" of Apex. Similarly, Riot and his affiliates shall not make any statement or claim that Riot was or is the "mastermind" or "inventor" behind Apex or responsible for

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Apex's success. Nor shall the Riot Parties make any similar statement. The Riot Parties acknowledge and concede that Riot was a contractor for Apex, and the applicable contracts are now terminated. This includes, without limitation, Riot's immediate removal of all references to Apex, including direct references or indirect references (*e.g.*, to "a top prop firm") from all websites and social media under Riot's control (*e.g.*, the Day Traders website, LinkedIn, Facebook, Instagram). Nothing herein shall prohibit the Riot Parties from truthfully testifying in connection with any court proceeding, arbitration, legal proceeding in another tribunal and/or investigation, to avoid penalties of perjury. If a Riot Party is subject to a request or demand to so testify, the Riot Parties shall provide notice to the other Parties to this Agreement.

2. The Montano Parties and their affiliates shall not make any statement or claim that Montano and Adnova (or any affiliate) is or was an Affiliate of Apex or in any way involved in the marketing of Apex's products or services, or in any way responsible for any success achieved by Apex. This includes, without limitation, Montano's immediate removal of all references to Apex, including direct references or indirect references (*e.g.*, to "a top prop firm") from all websites and social media under Montano's control (*e.g.*, the Day Traders website, LinkedIn, Facebook, Instagram). Nothing herein shall prohibit the Montano Parties from stating that Montano or Adnova have been involved with the Prop Firm industry in connection with their involvement with Day Traders, but the Montano Parties will make no reference to Apex and no reference to Montano or Adnova's activities prior to October 2024. Nothing herein shall prohibit the Montano Parties from truthfully testifying in connection with any court proceeding, arbitration, legal proceeding in another tribunal and/or investigation, to avoid penalties of perjury. If a Montano Party is subject to a request or demand to so testify, the Montano Parties shall provide notice to the other Parties to this Agreement.

3. The Riot Parties and the Montano Parties (and their affiliates) shall not make any statement or suggestion alleging or implying that Apex, Martin, or Skelton have in the past or are presently engaged in any misconduct, misrepresentation, "fraud," "swindling," or any similar term with respect to Apex, any customer or user of Apex's services or systems, or any affiliate of Apex.

4. The Riot Parties and the Montano Parties (and their affiliates) shall not make any statement alleging or implying that Apex "fraudulently" or improperly denied any payout or otherwise failed to pay any moneys owed to any customer or user of Apex's systems.

5. The Riot Parties and the Montano Parties (and their affiliates) shall not make any statement disparaging Martin or Skelton, their management or oversight of Apex, or their professional performance;

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6. The Riot Parties and the Montano Parties (and their affiliates) shall not make any statement disparaging Martin or Skelton, in any way, involving their personal lives, behavior, or families.

7. Any statement in violation of any provisions above, shall be a "Disparaging Statement" and breach of this Agreement.

8. In sum, the Riot Parties and Montano Parties (and their affiliates) shall not make any statements or comments concerning the Apex Parties that are, or could be perceived, in any way as disparaging.

C. Liquidated Damages. In the event of any breach of the non-disparagement obligations set forth in this Section by the Riot Parties or Montano Parties as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex liquidated damages in the amount of One Million Dollars ($1,000,000.00) ***per incident of breach***. The Parties agree that this amount represents a reasonable estimate of the damages that would be suffered by Apex and is not a penalty.

D. Disparagement Liquidated Damages. The Parties acknowledge and agree that a breach of the non-disparagement obligations set forth in this Section would cause irreparable harm to the Apex that would be difficult to quantify. Accordingly, in the event of any breach of this Section by the Riot Parties or the Montano Parties as determined by a court of competent jurisdiction, the breaching Party shall pay to Apex "Disparagement Liquidated Damages" in the amount of One Million Dollars ($1,000,000.00), with each separate disclosure constituting a separate occurrence and separate incident of breach subject to liquidated damages. The Riot Parties and the Montano Parties acknowledge that establishing actual damages would be impracticable or extremely difficult to ascertain and therefore agree that the provision for Disparagement Liquidated Damages hereunder does not constitute a penalty. The Riot Parties and the Montano Parties acknowledge that these Disparagement Liquidated Damages have been specifically negotiated and are, among other things, to compensate Apex for the reputational damages for the Riot Parties' or the Montano Parties' breach(es) of this Section and for Apex's costs and expenses associated with such breach(es) and enforcement of remedies in light of such breach(es). The Riot Parties and the Montano Parties hereby waive any rights and/or benefits of any law, rule, regulation, or order now or hereafter existing that could serve as a basis against payment of the agreed Disparagement Liquidated Damages set forth herein, whether because the same would constitute a penalty or otherwise. The Disparagement Liquidated Damages set forth in this Section are in addition to, and not in lieu of, any and all other rights and remedies available to the Apex Parties at law or in equity, including the right to seek and obtain specific performance, temporary, preliminary, and permanent injunctive relief, and other equitable relief. The Riot Parties and the Montano Parties further acknowledge and agree that any breach or threatened breach of this Section will cause the Apex Parties immediate, substantial, and irreparable harm for which monetary damages alone (including the Disparagement Liquidated Damages as set forth herein) would be an inadequate remedy, and accordingly the Apex Parties shall be entitled to seek and obtain such injunctive and equitable relief in any court of competent jurisdiction without the necessity of posting any bond or other security and without proof of actual damages. The Riot Parties and the Montano Parties waive any defense or objection based on adequacy of remedy at law or any requirement to post a bond.

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E. Day Traders Safe Harbor. Notwithstanding anything to the contrary in this Agreement or in this Section, Day Traders may engage in general advertising that does not reference Apex or Apex's programs, products, rules, processes, timelines, or strategies, or makes any comparison between Day Traders and Apex, directly or indirectly. For example and by way of illustration, Day Traders advertising that engages in general puffery (*e.g.*, "Day Traders is the best prop firm") does not constitute a breach of this Agreement. Day Traders will not, however, engage in any advertising or other statements that disparage Apex directly or indirectly. For the avoidance of doubt, nothing in this Agreement shall restrict the Riot and/or Montano Parties from operating Day Traders, operating any other lawful business, competing with Apex in the proprietary trading firm industry, or participating in affiliate marketing activities, so long as such activities do not involve the use of Apex Information or the breach of any other provision of this Agreement.

F. Third-Party and Employee Statements. The obligations of this Section apply only to statements made by a Riot Party or a Montano Party directly, or by another person acting at the direction of, on behalf of, or with the authorization of a Riot Party or Montano Party with respect to the subject matter of this Section. Day Traders shall issue a directive to all employees, contractors, and agents not to engage in any defamatory statements or communications concerning Apex, and warning such employees, contractors, or agents that doing so could give rise to litigation against Day Traders or them.

No Riot Party or Montano Party shall be liable under this Agreement for any statement made by any third party, including without limitation any employee, contractor, or agent of Day Traders or of any other Riot Party or Montano Party, where such statement is not made at the direction of, on behalf of, or with the authorization, encouragement, or ratification of the Riot Party or Montano Party against whom liability is asserted. For the avoidance of doubt, the independent statements of employees, customers, users, commentators, or other third parties, made without the direction, authorization, encouragement, or ratification of a Riot Party or Montano Party shall not constitute a breach of this Section by any Riot Party or Montano Party, and shall not give rise to liquidated damages or any other liability hereunder.

XIII. NO ADMISSIONS BY THE APEX PARTIES; NO ADDITIONAL ADMISSIONS BY THE RIOT PARTIES OR MONTANO PARTIES

The Apex Parties admit to no liability or wrongdoing in the Dispute. To the contrary, the Apex Parties deny all liability and any wrongdoing, and the Riot Parties and Montano Parties stipulate and agree that the Apex Parties are not liable for any claims asserted in the Dispute.

The Riot Parties and Montano Parties admit to liability expressly set forth in this Agreement and in the exhibits attached to this Agreement.

The Riot Parties and Montano Parties deny all other claims asserted against them (other than as expressly stipulated herein) and admit to no liability concerning those claims.

This Agreement is made to settle and resolve the Dispute, and to avoid the uncertainty, expense, inconvenience, and disruption that would result from continued litigation.

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XIV. REPRESENTATIONS AND WARRANTIES

Each Party expressly represents and warrants that:

A. It has the full legal authority, right, and capacity to enter into this Agreement on its behalf and to bind the Party to perform its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder. This Agreement has been duly and validly executed and delivered by such Party and, assuming due authorization, execution, and delivery by the other Parties, constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

B. The execution and delivery of this Agreement, the performance by such Party of its obligations hereunder, and the consummation of the transactions contemplated hereby will not: (i) result in the violation by such Party of any statute, law, rule, regulation, or ordinance, or any judgment, decree, order, writ, permit, or license of any governmental or regulatory authority applicable to such Party; or (ii) require such Party to obtain any consent, approval, or action of, make any filing with, or give any notice to any person, which action has not already been undertaken and accomplished by such Party.

C. It has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily, to any other person or entity, any claim, or any interest in or part or portion thereof, arising out of the Federal Case or the State Case.

D. It has read and understands this Agreement and has had the opportunity to consult with its attorneys before signing it.

E. It is voluntarily entering into this Agreement of its own free will, based upon its own judgment and the advice of its own counsel, and not based upon any representations or promises made by any other Party or any agent of any other Party, other than those expressly set forth in this Agreement.

XV. GOVERNING LAW AND JURISDICTION

A. Governing Law. This Agreement and all disputes arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any principles of conflict of laws that would require the application of the laws of any other jurisdiction.

B. Jurisdiction and Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the United States District Court for the Western District of Texas or the state courts of Travis County, Texas. Each Party hereby irrevocably consents to the personal jurisdiction of such court and waives any objection to the laying of venue in such court. No Party to this Agreement will challenge the jurisdiction or venue provisions as provided in this Section.

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XVI. ATTORNEYS' FEES & EXPENSES FOR BREACH BY THE RIOT PARTIES OR THE MONTANO PARTIES

In the event of a material breach of this Agreement by the Riot or Montano Parties, Apex or the Apex Parties, should they prevail as determined by a court of competent jurisdiction, shall be entitled to recover their attorneys' fees and expenses incurred in connection with prosecuting a claim or action for the breach, or otherwise enforcing its rights against the breaching party. For the avoidance of doubt, this provision is not reciprocal, but rather drafted for the benefit of the Apex Parties only.

XVII. PUBLICATION OF THIS AGREEMENT IN THE EVENT OF BREACH BY THE RIOT PARTIES OR THE MONTANO PARTIES

In the event of a breach of this Agreement by the Riot Parties or the Montano Parties, Apex or the Apex Parties may elect to file a lawsuit or other action to enforce their rights under this Agreement. Should Apex or the Apex Parties choose to do so, then the Apex Parties may, in their sole discretion, attach this Agreement and all exhibits or attachments to any filing made in any Court or other tribunal, including by filing on the public docket of any such Court or tribunal. For the avoidance of doubt, this provision is not reciprocal, but rather drafted for the benefit of the Apex Parties only. Should the Riot Parties or the Montano Parties allege a breach of this Agreement, they must maintain the confidentiality of this Agreement, absent the express consent of Apex. Notwithstanding the foregoing, the Riot Parties or Montano Parties shall be entitled to file this Agreement with a court in defense of or response to any action brought by the Apex Parties. In such an event, the Riot Parties and/or the Montano Parties shall make good faith efforts to file the Agreement under seal but shall be entitled to file it publicly should the court reject such application.

XVIII. COUNTERPARTS AND ELECTRONIC SIGNATURES

A. Counterparts. This Agreement may be executed in counterparts or duplicate originals, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

B. Electronic Signatures. This Agreement may be executed by the Parties by electronic or scanned signatures, and such signatures shall be deemed to bind the Parties as if they were original signatures.

XIX. TERMINATION OF LEGACY AGREEMENTS EXCEPT AS SPECIFICALLY INCORPORATED

Following execution of this Agreement, payment of the Second Installment, and entry of the stipulated judgments attached as exhibits to this Agreement by the United States District Court for the Western District of Texas and the District Court of Travis County, Texas, 250th Judicial District, the Transition Agreement and the License Agreement are hereby terminated in their entirety, including without limitation all provisions thereof that would otherwise survive termination.

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With respect to the Programming Agreement, that agreement is also terminated in its entirety, including without limitation all provisions thereof that would otherwise survive termination pursuant to Article 10.12 of the Programming Agreement (including Articles 1, 4, 5, 6, 8, 9, and 10) or any other provision of that agreement.

Following such termination, the Parties' relationship with respect to the subject matter of the Programming Agreement and the License Agreement shall be governed exclusively by this Agreement.

However, the Riot Parties and the Montano Parties specifically agree that the prohibitions against Riot participating in Apex's affiliate marketing program, as specified in the Programming Agreement, are incorporated by reference and made part of this Agreement.

Additionally, the Riot Parties and the Montano Parties specifically agree and covenant as follows:

- The Riot Parties are specifically banned from all participation in any Apex affiliate marketing program, for all time, and the Riot Parties will not attempt to register, apply, or otherwise participate in any such program, whether directly or indirectly, under their own names or under any alias or other identifier, or through any agent or other proxy.

- The Riot Parties are specifically banned from contracting with Apex in any respect, including without limitation by attempting to sign up for any account offered through apextraderfinding.com (*i.e.* any evaluation account, performance account, or any other account), for all time, and the Riot Parties will not attempt to register, apply, or otherwise participate in any such program, whether directly or indirectly, under their own names or under any alias or other identifier, or through any agent or other proxy.

- The Montano Parties are specifically banned from all participation in any Apex affiliate marketing program, for all time, and the Montano Parties will not attempt to register, apply, or otherwise participate in any such program, whether directly or indirectly, under their own names or under any alias or other identifier, or through any agent or other proxy.

- The Montano Parties are specifically banned from contracting with Apex in any respect, including without limitation by attempting to sign up for any account offered through apextraderfinding.com (*i.e.* any evaluation account, performance account, or any other account), for all time, and the Montano Parties will not attempt to register, apply, or otherwise participate in any such program, whether directly or indirectly, under their own names or under any alias or other identifier, or through any agent or other proxy.

XX. ENTIRE AGREEMENT AND INTEGRATION

This Agreement constitutes the entire, complete, and final agreement and understanding of the Parties with respect to the subject matters of this Agreement and supersedes and replaces any

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prior or contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matters of this Agreement.

Each Party agrees that it is not relying on any statement or representation by any other Party, other than those made in this Agreement, as inducement to enter into this Agreement.

XXI. AMENDMENTS

No provision of this Agreement may be waived or amended except by a written instrument signed by all Parties in the event of amendment, or by the Party waiving compliance in the event of waiver. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

XXII. SUCCESSORS AND ASSIGNS.

Other than any explicit provisions to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, assigns, executors, administrators, successors, insurers, reinsurers, divisions, and trustees, directors, owners, officers, shareholders, partners, agents, and employees, past and present.

XXIII. SEVERABILITY

The Parties agree that if any court declares any portion of this Agreement unenforceable, invalid, or inoperative, such declaration shall not affect the validity or enforceability of the other provisions of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. In such event, the Parties will negotiate in good faith to replace the provision so declared with a valid and enforceable provision that has the effect nearest to that of the provision being replaced.

XXIV. NOTICES

All notices, consents, and other communications pursuant to this Agreement must be in writing and shall be deemed to have been duly given when: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by nationally recognized overnight courier; or (iv) sent by electronic mail (with electronic acknowledgment of receipt) to the following addresses:

If to the Apex Parties:

Apex Trader Funding, Inc.

2028 E. Ben White Blvd., Suite 240-9873

Austin, Texas 78741

Attn: John Skelton, CEO

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Document Ref: XHHWN-SJSXJ-J6ZR3-VX9WP

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With a copy to:

Robert Morris
Morris Law Group PLLC
35 Longvue Avenue
New Rochelle, NY 10804
Rmorris@morris-lawgroup.com

If to the Riot Parties:

Leo Riot
1625 Hinson St
Las Vegas, Nevada 89102

With a copy to:

Joshua Ackerman
Bartlit Beck LLP
54 W. Hubbard St, Ste. 300
Chicago, IL 60654
joshua.ackerman@bartlitbeck.com

If to the Montano Parties:

Martin Montano
1625 Hinson Steet
Las Vegas, Nevada 89102

With a copy to:

David Lawrence
Rigby Slack
3500 Jefferson St., Suite 330
Austin, Texas 78731
dlawrence@rigbyslack.com

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Document Ref: XHHWN-SJSXJ-J6ZR3-VX9WP

XXV. HEADINGS

The headings of the sections and subsections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any part of this Agreement.

XXVI. CONSTRUCTION

This Agreement has been mutually drafted by the Parties, each of which was advised by counsel with respect to all provisions of this Agreement, and, accordingly, it is agreed that any uncertainty or ambiguity existing in this Agreement will not be construed against any Party by reason thereof.

XXVII. UNDERSIGNED HAVE READ, UNDERSTOOD, AND ARE BOUND BY THE AGREEMENT

Each of the undersigned has read the foregoing Agreement and consulted with counsel; each fully understands the terms and conditions herein, and hereby binds to all terms contained herein herself, himself or itself and all her, his or its heirs, successors and assigns.

[*Remainder of this page intentionally left blank; signatures on following page*]

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Document Ref: XHHWN-SJSXJ-J6ZR3-VX9WP

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

LEO RIOT, individually

Signature: Leo Riot
Date: 2026-08-14

LEO RIOT, as Trustee and on behalf of Quasar Spendthrift Trust

Title: Trustee
Signature: Leo Riot
Date: 2026-08-14

LEO RIOT, as Trustee and on behalf of Vert Spendthrift Trust

Title: Trustee
Signature: Leo Riot
Date: 2026-08-14

MKNET LLC

By: Leo Riot
Title: _____
Signature: Leo Riot
Date: 2026-08-14

DAY TRADERS LLC

By: Leo Riot
Title: _____
Signature: Leo Riot
Date: 2026-08-14

By: Martin Montano
Title: _____
Signature: Martin Montano
Date: 2026-08-14

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Document Ref: XHHWN-SJSXJ-J6ZR3-VX9WP

MARTIN MONTANO, individually

Signature: Martin Montano

Date: 2026-08-14

ADNOVA, LLC

By: Martin Montano

Title: _____

Signature: Martin Montano

Date: 2026-08-14

COLLECTO INC.

By: Martin Montano

Title: _____

Signature: Martin Montano

Date: 2026-08-14

APEX TRADER FUNDING, INC.

By: John Skelton

Title: CEO

Signature: John Skelton

Date: 2026-08-14

DARRELL MARTIN, individually and on behalf of the M4 Apex Spendthrift Trust and M4 Legacy Spendthrift Trust,

Signature: Darrell Martin

Date: 2026-08-14

JOHN SKELTON, individually and on behalf of the JMSSA Spendthrift Trust and JMS Spendthrift Trust

Signature: John Skelton

Date: 2026-08-14

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
XHHWN-SJSXJ-J6ZR3-VX9WP

DOCUMENT COMPLETED BY ALL PARTIES ON
15 AUG 2026 02:00:48
UTC

SIGNER	TIMESTAMP	SIGNATURE
JOHN SKELTON EMAIL JOHN@APEXTRADERFUNDING.COM	SENT 14 AUG 2026 23:50:55 VIEWED 14 AUG 2026 23:57:30 SIGNED 15 AUG 2026 00:20:46	 IP ADDRESS 71.137.145.19 LOCATION BOERNE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 14 AUG 2026 23:57:30	
LEO RIOT EMAIL LEO@DAYTRADERS.COM	SENT 14 AUG 2026 23:50:55 VIEWED 14 AUG 2026 23:54:22 SIGNED 15 AUG 2026 01:02:07	 IP ADDRESS 68.96.192.87 LOCATION LAS VEGAS, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 14 AUG 2026 23:54:22	

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
XHHWN-SJSXJ-J6ZR3-VX9WP

DOCUMENT COMPLETED BY ALL PARTIES ON
15 AUG 2026 02:00:48
UTC

SIGNER	TIMESTAMP	SIGNATURE
MARTIN MONTANO EMAIL MARTIN@DAYTRADERS.COM	SENT 14 AUG 2026 23:50:55 VIEWED 15 AUG 2026 00:14:14 SIGNED 15 AUG 2026 01:56:49	 IP ADDRESS 68.224.87.21 LOCATION LAS VEGAS, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 AUG 2026 00:14:14	
DARRELL MARTIN EMAIL DARRELL@APEXTRADERFUNDING.COM	SENT 14 AUG 2026 23:50:55 VIEWED 15 AUG 2026 01:36:38 SIGNED 15 AUG 2026 02:00:48	 IP ADDRESS 50.75.126.75 LOCATION PITTSFIELD, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 AUG 2026 01:36:38	

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EXHIBIT 2

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THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED
August 20, 2026
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY: Christian Rodriguez
DEPUTY

LEO RIOT, INDIVIDUALLY and as Trustee and Trust Administrator, on behalf of QUASAR SPENDTHRIFT TRUST, and DAY TRADERS LLC,

Plaintiffs, Counterclaim Defendants

v.

APEX TRADER FUNDING INC., et al.,

Defendants, Counterclaim Plaintiff, Third-Party Plaintiff.

v.

MKNET, LLC, COLLECTO, INC., and LEO RIOT, as Trustee and Trust Administrator, on behalf of VERT SPENDTHRIFT TRUST,

Third-Party Defendants.

CIVIL ACTION NO. 1:24-cv-1557-ADA

STIPULATED JUDGMENT

Plaintiffs/Counterclaim Defendants Leo Riot, individually, as trustee and trust administrator of Quasar Spendthrift Trust ("QST"), and on behalf of Day Traders LLC ("Day Traders") (collectively, "Plaintiffs"), Defendant, Counterclaim Plaintiff, and Third-Party Plaintiff Apex Trader Funding Inc. ("Apex"), Defendants Darrell Roland Martin, individually and as trustee and trust administrator of M4 Apex Spendthrift Trust and M4 Legacy Spendthrift Trust, and John Mark Skelton, individually and as trustee and trust administrator of JMSSA Spendthrift Trust and JMS Spendthrift Trust (the "Individual and Trust Defendants," and with Apex, the "Defendants")), and Third-Party Defendants MKNET, LLC ("MKNET"), Collecto, Inc. ("Collecto"), and Leo

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Riot, as trustee and trust administrator of Vert Spendthrift Trust (collectively, "Third-Party Defendants"), by and through their counsel of record, stipulate to judgment as follows:

STIPULATED FACTS

I. The Parties

1. Defendant, Counterclaim Plaintiff, and Third-Party Plaintiff Apex is a Texas corporation founded by Defendant Darrell Roland Martin ("Martin") in 2021. Martin is and has always been Apex's sole shareholder.

2. In 2021, Martin hired Defendant John Mark Skelton ("Skelton). Skelton now serves as Apex's CEO.

3. In 2021, Martin contracted with Plaintiff and Counterclaim Defendant Leo Riot ("Riot") to help develop software for Apex based on inputs and guidance from Martin and Skelton.

4. Riot is an individual and Nevada resident. Riot filed this action on his own behalf and on behalf of the other Plaintiff entities, which were and are under Riot's control and direction.

5. Plaintiff and Counterclaim Defendant Quasar Spendthrift Trust ("QST") is an irrevocable trust formed in Texas, maintaining its principal place of business at principal place of business at 1625 Hinson St, Las Vegas, Nevada 89102. Riot is the Trustee and Trust Administrator of QST.

6. Plaintiff and Counterclaim Defendant Day Traders LLC ("Day Traders") is a Nevada limited liability company that maintains its principal place of business at 2300 W Sahara Ave. Suite 800, Las Vegas, Nevada 89102. Day Traders does business through the website (https://daytraders.com/) and identifies Leo Riot as its founder and Chief Technology Officer. Day Traders lists its registered agent as MKNET LLC, 1625 Hinson Street, Las Vegas, NV 89102 and Leo Riot as its Managing Member. Day Traders is a competitor of Apex.

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7. Third-Party Defendant MKNET LLC ("MKNET") is a limited liability company that maintains its principal place of business at 1625 Hinson St, Las Vegas, Nevada 89102,

8. Third-Party Defendant Collecto, Inc. ("Collecto") is a Delaware corporation. Collecto is an affiliate of Day Traders and lists its registered agent as Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

9. Third-Party Defendant Vert Spendthrift Trust ("Vert") is an irrevocable trust formed in Texas, maintaining its principal place of business at principal place of business at 1625 Hinson St, Las Vegas, Nevada 89102. Riot is the Trustee and Trust Administrator of QST.

II. Background Facts

10. On or about April 28, 2022, Apex and Riot, individually and through MKNET, executed a written contract, called the "Programming Agreement" that governed Riot's work for hire provision of computer programming services to Apex. Among other things, the Programming Agreement established the parties' respective rights and obligations with respect to intellectual property, source code, Confidential Information, and profit sharing. For example, and without limitation, The Programming Agreement:

a. contained comprehensive provisions establishing Apex's ownership of its code, software, and other technology, and regarding intellectual property rights for Content (as defined in the Programming Agreement) developed under the Programming Agreement, including that "[f]or all Content all intellectual property rights associated with Apex, including, but not limited to any and all trademarks associated with Apex belong to and will remain with Apex";

b. required that source code owned by Apex be maintained exclusively on official Apex repositories;

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c. contained comprehensive confidentiality provisions with obligations that survived termination indefinitely; and

d. imposed non-compete obligations on Riot during the term and for 36 months following termination of the Programming Agreement.

11. In exchange for his services and commitments under the Programming Agreement, Riot received a 33% share of Apex's net profits.

12. On or about July 12, 2024, Apex and Riot executed a Transition Agreement governing Riot's departure from any role in Apex's business and the transition of certain duties from Riot to Apex.

13. In tandem with the Transition Agreement, Apex and QST executed a Software License Agreement (the "License Agreement") under which QST granted Apex a non-exclusive license to use certain software as defined in the agreement. The License Agreement contained mutual confidentiality provisions with a three-year protection period for Confidential Information and protection for trade secrets for so long as such information qualifies as a trade secret under applicable law.

14. On or about October 28, 2024, Riot, through counsel, purported to terminate the License Agreement. Although Riot now acknowledges the termination was ineffective, Riot nonetheless severed all business relationships with Apex from October 28, 2024 forward.

15. Riot also edited a video of an Apex business meeting involving Skelton and sent that video to third-party Kelly-Ann Marlin. The meeting reflected in the video concerned Apex's efforts to identify fraud and other violations of Apex's rules, terms of service, and contracts, which were efforts supported by Riot. However, as edited, the video was not accurate.

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III. Procedural History

16. Plaintiffs originally filed this litigation on December 11, 2024, but withdrew his first complaint. Plaintiffs later re-filed the complaint in this action on December 18, 2024.

17. On February 11, 2025, Plaintiffs, then represented by Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"), filed the Second Amended Complaint (ECF 63).

18. In 2025, Plaintiffs terminated Quinn Emanuel and retained as replacement counsel Bartlit Beck LLP ("Bartlit Beck"). ECF 165.

19. On September 14, 2025, Apex served Plaintiffs with a motion for sanctions under Rule 11 of the Federal Rules of Civil Procedure. Thereafter, Plaintiffs invoked the safe-harbor provisions of Rule 11(c)(2) agreed to withdraw certain claims and allegations, including without limitation Riot's claims for trade secret misappropriation and all allegations concerning Apex's supposed "fraud" against its customers or affiliates. ECF 241.

20. Plaintiffs thereafter filed their Third Amended Complaint (ECF 244), which is the operative complaint subject to this Stipulated Judgment. In the Third Amended Complaint, Plaintiffs asserted the following claims: breach of the License Agreement (Count I); copyright infringement (direct, contributory, and vicarious) (Count II); breach of contract under the Programming Agreement (Count III); false advertising under the Lanham Act (Count IV); Texas common law unfair competition (Count V); and conspiracy to commit copyright infringement (Count VI).

21. For its part, Apex asserted its Third Amended Counterclaims and Third-Party Claims, including, among others, claims for: breach of the Programming Agreement against Riot and MKNET (Count I); breach of the Transition Agreement against Riot and MKNET (Count II); breach of the License Agreement against Riot and QST (Count III).

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IV. Apex prevails on all claims asserted by Plaintiffs, and on its counterclaims for Breach of Contract.

22. Plaintiffs stipulate and the Court finds that Plaintiffs' claims against Apex are without merit, and that Apex is entitled to judgment in its favor on all such claims.

23. Plaintiffs stipulate and the Court finds that all allegations asserted in this case concerning Apex's supposed "fraud" or "swindling" of any customers, affiliates, or any other persons are without merit or basis in fact.

24. Plaintiffs stipulate and the Court finds that: (i) the Programming Agreement (ECF 266-1) was a valid and enforceable contract between Apex, Riot and MKNET; (ii) Apex performed all obligations under the Programming Agreement and satisfied all conditions precedent to bringing its claims for breach of the Programming Agreement; (iii) that Riot and MKNET breached the Programming Agreement; and (iv) that Riot and MKNET's breaches of the Programming Agreement caused damages to Apex, including damages to Apex's, Martin's and Skelton's reputations.

25. Plaintiffs stipulate and the Court finds that: (i) the Transition Agreement (ECF 266-2) was a valid and enforceable contract between Apex, Riot and MKNET; (ii) Apex performed all obligations under the Transition Agreement and satisfied all conditions precedent to bringing its claims for breach of the Transition Agreement; (iii) that Riot and MKNET breached the Transition Agreement; and (iv) that Riot and MKNET's breaches of the Transition Agreement caused damages to Apex. Additionally, Plaintiffs stipulate and the Court finds that Riot and MKNET's breaches terminate any obligations that Apex may have had pursuant to the Transition Agreement.

26. Plaintiffs stipulate and the Court finds that: (i) the License Agreement (ECF 266-3) was a valid and enforceable contract between Apex, Riot and QST; (ii) Apex performed all obligations under the License Agreement and satisfied all conditions precedent to bringing its

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claims for breach of the License Agreement; (iii) that Riot and QST breached the License Agreement; and (iv) that Riot and QST's breaches of the License Agreement caused damages to Apex. Additionally, Plaintiffs stipulate and the Court finds that Riot and QST's breaches of the License Agreement terminate any obligations that Apex may have had pursuant to the License Agreement.

27. Apex stipulates that Counterclaim and Third Party Defendants have tendered damages to Apex and stipulates to the sufficiency of such damages.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES AND ORDERED AND ADJUDGED BY THE COURT AS FOLLOWS:

JUDGMENT ON PLAINTIFFS' CLAIMS

IT IS ORDERED, ADJUDGED, AND DECREED that judgment is rendered against Plaintiffs and in favor of Defendants on each of Plaintiffs' claims in this action. Plaintiffs take nothing on those claims, and that all such claims are hereby dismissed with prejudice.

JUDGMENT ON APEX'S COUNTERCLAIMS AND THIRD-PARTY CLAIMS FOR BREACH OF CONTRACT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of Counterclaim and Third-Party Plaintiff Apex and against Counter Defendants and Third-Party Defendants for the following causes of action:

- Count I: Breach of the Programming Agreement against Riot and MKNET;
- Count II: Breach of the Transition Agreement against Riot and MKNET;
- Count III: Breach of the License Agreement against Riot and QST.

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PREVAILING PARTY

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants are the prevailing parties in this action against Plaintiffs, Counterclaim Defendants, and Third-Party Defendants.

DAMAGES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiffs, Counterclaim Defendants, and Third-Party Defendants have tendered damages to Apex, such damages are sufficient to resolve these claims, and that no further monetary damages are sought by Apex pursuant this Stipulated Judgment.

COSTS AND ATTORNEYS' FEES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall bear its own costs and attorneys' fees incurred in connection with this action.

FINALITY OF JUDGMENT AND WAIVER OF APPEAL

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Stipulated Judgment is final for all purposes. All parties expressly and voluntarily waive all rights to appeal or otherwise challenge this Stipulated Judgment in any court.

DISMISSAL OF APEX'S REMAING COUNTERCLAIMS AND THIRD-PARTY CLAIMS

Pursuant the stipulation of all parties and Fed. Rule Civ. P. 41, all other causes of action asserted by Counterclaim and Third-Party Plaintiff Apex against Counter Defendants and Third-Party Defendants, including for fraudulent inducement (Count IV); fraud (Count V); misappropriation of trade secrets under the Defend Trade Secrets Act (Count VI); misappropriation of trade secrets under the Texas Uniform Trade Secrets Act (Count VII); violation of the Texas Theft Liability Act (Count VIII); false advertising under the Lanham Act

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(Count IX); conspiracy to defraud (Count X); conspiracy to misappropriate trade secrets (Count XI); and violation of the Computer Fraud and Abuse Act (Count XII) are hereby dismissed with prejudice. This case is closed.

SIGNED on 08/20/2026.

HON. ALAN D. ALBRIGHT
UNITED STATES DISTRICT JUDGE

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EXHIBIT 3

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CAUSE NO. D-1-GN-24-009940

ADNOVA, LLC and MARTIN MONTANO,	§	**IN THE DISTRICT OF**
	§	
	§	
Plaintiffs/Counter-Defendants	§	
	§	
v.	§	
	§	
APEX TRADER FUNDING, INC.,	§	
	§	**TRAVIS COUNTY, TEXAS**
Defendant/Counter-Plaintiff.	§	
	§	
	§	
	§	**250th JUDICIAL DISTRICT**

STIPULATED JUDGMENT

Plaintiffs/Counter-Defendants Adnova, LLC ("Adnova") and Martin Montano ("Montano") (collectively "Counter-Defendants"), Defendants/Counter-Plaintiffs Apex Trader Funding, Inc. ("Apex" or "Counter-Plaintiff"), by and through their counsel of record, and Third-Party Defendant Leo Riot ("Riot"), individually and for himself, hereby stipulate to judgment as follows:

STIPULATED FACTS

1. On or about April 28, 2022, Apex and Riot executed a Programming Agreement (the "Programming Agreement"), which, among other things, prohibited Riot from participating in Apex's Affiliate Program and from receiving referral commissions from Apex.

2. Riot was aware of this prohibition at least as of the date of execution of the Programming Agreement. Montano was aware of this prohibition at or near the same time.

3. Notwithstanding this prohibition and without Apex's knowledge, in or around July 2022, Riot coordinated with Montano for Montano to sign up as an Apex Affiliate.

4. Montano entered into an Affiliate Agreement with Apex (the "Affiliate Agreement") on or around July 13, 2022.

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5. Under the Affiliate Agreement, Apex provided Montano with an "affiliate link" to be placed on an Affiliate Site solely owned and operated by Montano, and Apex agreed to pay Montano a commission of 15% of the Net Sales Price for each qualifying referral.

6. The Affiliate Agreement required, among other things, that Montano: (a) use the affiliate link without modification; (b) properly install the affiliate link on a qualifying Affiliate Site and nowhere else; (c) be the sole owner and operator of the Affiliate Site; and (d) not be an executive, owner, or partner of another funding company. Montano was not entitled to any commissions if he violated those requirements.

7. On or about January 23, 2024, Montano requested that Apex assign his affiliate account to Adnova, LLC, a Florida limited liability company nominally owned and managed by him. Apex approved the assignment.

8. Without Apex's knowledge, Montano and Quasar Spendthrift Trust ("QST") entered into a profit-sharing agreement under which Montano paid QST approximately 90% of the net profits from commissions collected by the Montano/Adnova affiliate account, while Montano retained the remaining 10%.

9. By September 2024, Apex had paid Montano and Adnova over $6.4 million in commissions associated with the Montano/Adnova affiliate account.

10. Counter-Defendants and Third-Party Defendant breached the Affiliate Agreement in multiple material ways, including by installing Montano/Adnova's affiliate link on websites other than a qualifying Affiliate Site and using and modifying the affiliate link in violation of the Affiliate Agreement.

11. Apex did not breach the Affiliate Agreement. Apex did not fraudulently induce Counter-Defendants or Third-Party Defendant into the Affiliate Agreement. Apex's termination

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of Montano/Adnova's affiliate account was justified by Montano/Adnova's material breaches of the Affiliate Agreement.

12. Montano/Adnova is not entitled to any commissions from Apex, whether accruing before or after the filing of this lawsuit, because Montano/Adnova's material breaches of the Affiliate Agreement forfeited any right to commissions.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES as follows:

JUDGMENT ON PLAINTIFFS/COUNTER-DEFENDANTS' CLAIMS

IT IS ORDERED, ADJUDGED, AND DECREED that judgment is rendered in favor of Apex on all claims asserted by Plaintiffs/Counter-Defendants, that Plaintiffs/Counter-Defendants take nothing on those claims, and that all such claims are hereby dismissed with prejudice.

JUDGMENT ON APEX'S COUNTERCLAIMS

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of Apex and against Plaintiffs/Counter-Defendants and against Third-Party Defendant on Apex's counterclaim for breach of contract (Counterclaim No. 4: Breach of the Affiliate Agreement against Montano, Adnova, and indirectly Riot). All other counterclaims and third-party claims asserted by Apex against Plaintiffs/Counter-Defendants and Third-Party Defendant, other than those specifically enumerated above, are hereby dismissed with prejudice.

PREVAILING PARTY

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Apex is the prevailing party in this action against Plaintiffs/Counter-Defendants and Third-Party Defendant.

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DAMAGES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Apex has received damages, that such damages are sufficient, and that no further monetary damages are sought from Plaintiffs/Counter-Defendants or Third-Party Defendant under this Stipulated Judgment.

COSTS AND ATTORNEYS' FEES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall bear its own costs and attorneys' fees incurred in connection with this action.

FINALITY OF JUDGMENT AND WAIVER OF APPEAL

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Stipulated Judgment is final for all purposes. All parties expressly and voluntarily waive any and all rights to appeal or otherwise challenge this Stipulated Judgment in any court.

Signed on _____, 2026.

_____
JUDGE PRESIDING

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AGREED IN FORM AND SUBSTANCE

Dated: August 21, 2026

Respectfully submitted,

McKool Smith, P.C.

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ATTORNEYS FOR
APEX TRADER FUNDING, INC.

By: */s/ David C. Lawrence*
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Brandon L. Crisp
State Bar No. 24054491
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ATTORNEYS FOR PLAINTIFFS

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By: */s/ Leo Riot*
Leo Riot
Pro se Individual Third-Party Defendant

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EXHIBIT 4

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EXHIBIT 3

PUBLIC STATEMENT OF LEO RIOT

I, Leo Riot, have been involved in two lawsuits against Apex Trader Funding, Inc. ("Apex"), and its principals, Darrell Martin and John Skelton, and other affiliated individuals and entities.

One of those cases was filed in the United States District Court for the Western District of Texas (the "Federal Case"). I filed the Federal Case as one of the named plaintiffs, and on behalf of myself and entities under my control, including Quasar Spendthrift Trust ("QST") and the prop firm I founded, Day Traders LLC ("Daytraders").

The other case was filed in the District Court of Travis County, Texas (the "State Case"). I coordinated with the COO of Daytraders, Martin Montano, who filed the State Case as the named plaintiff on behalf of himself and Adnova, LLC.

I wish to correct certain issues raised in publicly filed documents in those cases and through a social media personality, Kelly Ann Marlin (also known as Trades by Kelly Ann). Accordingly I, Leo Riot, publicly state as follows:

1. Apex and its executives, employees, and affiliates (including all named defendants in both the Federal Case and the State Case (collectively, the "Cases"), and any associated trusts or affiliates of any named defendant) are not liable on any state or federal claims asserted by me, Martin Montano, or any of our respective companies, entities, or affiliates. I understand judgment will soon be entered in the Cases in favor of Apex and the defendants on all claims that I have asserted, and against me and the other plaintiffs for breach of contract. I have agreed that such judgments are correct and appropriate.

2. Specifically, I acknowledge and agree that (i) Apex did not "defraud" me; (ii) Apex did not breach any contract with me or any entity I control; (iii) Apex did not misappropriate any

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intellectual (or other) property from me or any company or entity I control; and (iv) Apex owns all rights to all technologies it has used in the past and is using now.

3. Additionally, I and entities under my control breached the contracts I executed with Apex. This includes the Programming Agreement I executed in 2022, and the Transition and License Agreements that I executed in 2024.

4. To further correct the record, I admit that Apex, Martin, and Skelton did not engage in any "fraud," "rug pulls," or otherwise defraud Apex's customers. To my knowledge, all payout denials by Apex were not fraudulent. All allegations I made in the Federal Case concerning any such fraud by Apex, Martin, or Skelton are not true.

5. I edited a video of an Apex business meeting involving Skelton and others at Apex. That business meeting lasted approximately three hours. The edited video included only two minutes of that meeting, spliced together. I sent the edited video to Kelly Ann Marlin to publish for the purpose of casting Apex and Skelton in a false, negative light. The edited video was not accurate.

6. For example, the actual conversation concerned Apex's efforts to identify fraud and other violations of Apex's rules, terms of service, and contracts and to address (referred to in the video as "attack") a logistical problem involving daily review of PA (Performance) accounts, efforts that I supported and contributed to during my time as a contractor for Apex. In the unedited video, Apex and Skelton were not "attacking" customers or PAs, they were addressing, or "attacking" a major logistical problem involving the need for staff to perform daily reviews of all Apex PA Accounts.

7. In another example, the edited video included discussion of a small number of customers that engaged in fraud, rule breaking, and violations of their contracts with Apex. For

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example, by using high frequency trading (HFT) "bots" or third-party trading services. Apex was implementing anti-fraud measures to proactively address these issues. This included sending emails requesting information regarding these customers' trading strategy, or for a trading session walk through. Often, those customers using third-party trading services or HFT bots have no idea what strategy the bot or third-party uses; they cannot explain the strategy used; they cannot explain the entries of trades; or they give inconsistent and contraindicatory explanations (as Skelton indicated, illustrated, and explained to me, including in his recorded gestures). When the same customers were required to verify that it was actually them conducting the trades, for example through a trading session walk through, their results took a nose dive, as shown in Skelton's hand gestures, and did not match their historical trade entry activity or performance. This was to identify bad actors. Yet, the edited and spliced video, spread by Kelly Ann Marlin, claimed Apex and Skelton tried to harm traders by causing emotional stress, and that this was a ploy used across all traders. This was not true.

8. To be clear, Apex and Skelton did not engage in any "fraudulent" scheme to deny payouts to customers, and any suggestion in the edited video to the contrary is not true.

9. In addition to customers, Apex did not engage in any fraudulent or deceptive behavior in connection with its affiliates. For example, and without limitation, Apex did not engage in fraudulent or deceptive behavior in connection with the affiliates known as "Trades by Matt" or "Alpine." Any allegations I made to the contrary in the Federal Case are not true.

10. In the Federal Case, I filed complaints containing monthly net profit numbers concerning Apex. These figures that I publicly filed were not accurate and did not reflect the actual net profits earned by Apex in the appropriate time periods.

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11. Also in the State Case, I understand that Montano and Adnova have stipulated that they breached the Affiliate Agreements executed by them.

AGREED IN FORM AND SUBSTANCE

Leo Riot, individually and on behalf of MKNET LLC, Quasar Spendthrift Trust, and Day Traders LLC.

Leo Riot

_____

Date: 2026-08-14

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PUBLIC STATEMENT OF MARTIN MONTANO

I, Martin Montano, publicly state as follows:

1. I filed the State Case (defined above) as one of the named plaintiffs, along with Adnova LLC, at the direction of Leo Riot.

2. I admit and confirm that Apex, the other named defendants, and their affiliates are not liable for any claims asserted by me or Adnova, LLC in the State Case. Any allegation that I made that Apex breached any contract with me or Adnova, or otherwise failed in any obligation to me or Adnova, is not true. I understand that the court in the State Case will soon enter judgment against me and Adnova on all claims I asserted. I agree to that judgment.

3. Additionally, I admit that I and Adnova breached the Affiliate Agreements we entered into with Apex. I understand that the court will soon enter judgment against me and in favor of Apex on Apex's claims concerning that breach. I agree to that judgment.

AGREED IN FORM AND SUBSTANCE

Martin Montano

Martin Montano, individually and on behalf of Adnova, LLC
Date: 2026-08-14

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Document Ref: 6A6W8-PRXVG-JWFN6-XSPQR

CERTIFICATE *of* SIGNATURE

REF. NUMBER
6A6W8-PRXVG-JWFN6-XSPQR

DOCUMENT COMPLETED BY ALL PARTIES ON
15 AUG 2026 01:16:12
UTC

SIGNER	TIMESTAMP	SIGNATURE
MARTIN MONTANO EMAIL MARTIN@DAYTRADERS.COM	SENT 14 AUG 2026 23:59:37 VIEWED 15 AUG 2026 00:11:11 SIGNED 15 AUG 2026 00:14:03	 IP ADDRESS 68.224.87.21 LOCATION LAS VEGAS, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 AUG 2026 00:11:11	
LEO RIOT EMAIL LEO@DAYTRADERS.COM	SENT 14 AUG 2026 23:59:37 VIEWED 15 AUG 2026 01:02:14 SIGNED 15 AUG 2026 01:16:12	 IP ADDRESS 68.96.192.87 LOCATION LAS VEGAS, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 AUG 2026 01:02:14	

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EXHIBIT 5

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OUR MISSION

LEVEL THE PLAYING FIELD

At DayTraders.com, we developed the technology powering some of the world's most successful funding companies. We're building a community that's transforming the trading landscape by offering unmatched tools, education, and support for traders at every level.

Our mission is simple: empower traders worldwide with the knowledge, resources, and capital needed to achieve true financial freedom.

> *"My passion for empowering individuals inspired me to create this community to level the playing field, giving every aspiring trader, regardless of background or financial status, a fair shot at success in the futures markets."*



Leo Riot
FOUNDER & CTO

$500M+	100K+	24/7	GLOBAL
REVENUE POWERED BY OUR TECH	FUNDED ACCOUNTS MANAGED DAILY	SUPPORT & PLATFORM UPTIME	COMMUNITY OF ACTIVE TRADERS

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LEO **RIOT**

FOUNDER & CTO

Pro-skater turned tech virtuoso. Leo codes groundbreaking trading platforms as DayTraders CTO. His software powered $500M+ in revenue, while he still shreds vert ramps in Vegas.

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FOUNDER & CTO

LEO RIOT

Taking Tech to the Edge

1998	$500M+	2006
CODING SINCE	REVENUE POWERED	TURNED PRO SKATER

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WHY DAYTRADERS

INNOVATING FUTURES TRADING TECHNOLOGY

Trusted by industry leaders, our technology is the backbone of top funding companies.

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SERVICES **WE OFFER**

At Day Traders, we specialize in providing a comprehensive range of scientific and technological services tailored to meet the needs of innovative businesses. Our core focus includes:

Funding Software Solutions

We create funding software for day trading with risk management and platform integration.

Performance Driven CRM Software

Since 2002, aMember powers high-traffic sites with 300k+ users, 100k+ daily. Reliable, scalable, performance-driven.

Customizable Learning Applications

We create interactive platforms designed to foster engagement and optimize learning outcomes for diverse user groups.

Advanced Technologies

We utilize cutting-edge tools and methodologies to stay ahead of the curve, ensuring our clients receive state-of-the-art solutions.

We aim to empower organizations by transforming complex challenges into streamlined, effective solutions that deliver measurable results.

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CO-FOUNDER & COO

MARTIN MONTAÑO

Affiliate Marketing Powerhouse

8+	#1	MULTI
YEARS IN TRADING	TOP AFFILIATE	STATE CHAMPION

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BEFORE DAYTRADERS

YACHTS, LUXURY, AND SCALE

Before founding DayTraders.com, Martin became one of the youngest yacht captains in Miami and built several successful businesses within the luxury yacht industry. His companies provided white-glove services for high-end clientele and partnered with prominent hotels and residential properties across South Florida, delivering innovative experiences within the luxury market.

Martin also founded a digital marketing company focused on the trading industry, where he scaled affiliate campaigns spending hundreds of thousands of dollars per month in advertising. His company quickly became the top affiliate for one of the largest futures funding firms in the world, giving him a deep understanding of trader acquisition, affiliate ecosystems, and the broader prop trading landscape.

> *Today, Martin applies this combined experience in trading, technology infrastructure, and business development to help guide DayTraders.com toward building a sustainable, transparent, and trader-focused proprietary trading firm.*

OFF THE CLOCK

DIRT BIKES AND CHAMPIONSHIPS

Outside of his professional work, Martin is an accomplished off-road dirt bike racer, having won multiple state championships and AMA-sanctioned events. His competitive mindset and dedication to continuous improvement carry through both his personal pursuits and his leadership at DayTraders.com.

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Day Traders
@DayTraders_com

🔥 MX CO FOR OUR SPANISH-SPEAKING TRADING COMMUNITY! CL AR 🔥

Looking for an honest, in-depth look at DayTraders.com?

Gabriel Parra, a trusted trading content creator with a strong following across Latin America, just dropped a comprehensive 40-minute breakdown covering our accounts, platform features, and overall trading experience.

Not a Spanish speaker?

No worries! You can easily follow along in English by enabling auto-generated subtitles directly in the YouTube video settings.

🔗 Watch the full review here: youtube.com/watch?v=odNli3...

#PropFirm #LATAM #GabrielParra #FundedTrader #FuturesTrading #DayTrading #TradingEducation #DayTraders #DayTradersCom #TradingCommunity



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Leo R

Founder and Chief Technology Officer at DayTraders.com

Las Vegas, Nevada, United States · Contact info

500+ connections

+ Follow | Connect | More

About

I wrote my first line of code in 1998.

I started in the Windows 95 era, breaking and rebuilding systems to understand how they really worked. In the early 2000s, I was programming on IRC, building eggdrop bots, scripting IRCd servers, and running Linux systems with custom firewalls and automation scripts.

By 2004, I was deep into PHP and MySQL, creating forum platforms and custom plugins.
In 2007, I built VB.NET software for large scale affiliate and online marketing systems.
In 2012, I moved into cryptocurrency, developing arbitrage engines and automated trading logic.
In 2014, I designed high speed futures trading software focused on execution, risk, and latency.
In 2023, I launched my second funding company, fully automated end to end.

I am the Founder and Chief Technology Officer of DayTraders.com.

My philosophy is simple. Automate everything. Eliminate friction. Build systems that scale cleanly under pressure.

I design and engineer trading technology that is fast, secure, and precise. Systems where performance and risk control are first class citizens, not afterthoughts.

Core expertise:
Algorithmic and high speed trading platforms
Futures market infrastructure and risk modeling
Enterprise PHP, C#, and VB.NET systems
FIX protocol and low latency architectures
Compliance driven automation and controls

I build more than software. I architect full ecosystems. I have designed platforms handling millions in volume, built proprietary automation engines for trader funding, risk enforcement, and payouts, and led teams that scaled affiliate operations to nine figures.

My work lives at the intersection of code, finance, and systems design. Precision matters. Discipline matters. Details matter.

I am also the creator and copyright owner of proprietary automation engines used across major futures funding platforms.

@jmutrades



i registered the trademark about two years ago

2

i built the technology behind multiple funding companies (edited)

so you're talking to the architech, we dont outsource our development, im the one that codes

2 3 5 1

@jmutrades

@Ethan Poorly designed website, not my fault

MichaelPua PONO 1/13/25, 12:27 AM
lol.. it looks oddly familiar... like a copy/paste of another website.. just in darkmode...

Leo Riot 1/13/25, 12:32 AM
Really... I wonder why 🤔
👍 1 🤝 1

Leo Riot 1/13/25, 12:41 AM
Could it because I also created the technology running that other company?
✅ 1 🔥 1

@Leo Riot Could it because I also created the technology running that other company?

Yeti 1/13/25, 1:08 AM
Which company? I know you worked at Apex but he can't be talking about Apex, DT website is way more polished. Edited

@Leo Riot Could it because I also created the technology running that other company?

ShirotradesNQ PFW 1/13/25, 1:55 AM



Co-Founder | Martin Montano 1/13/25, 1:56 AM
DayTraders.com is what happens when the ship is paired with a crew that knows how to steer it instead of sinking it.
Y 1 E 1 S 1 ❤️ 1

Yeti 1/13/25, 7:02 AM
Is there a payout window or can we request at any time after w...

You're Viewing Older Messages Jump To Present

Slowmode is enabled.

Message # | general

@jmutrades

10:05 PM
10/1/2026

WIKIPEDIA 25
25 years of the free encyclopedia

Leo Riot

Leo Riot (born December 3, 1984) is an American professional vert skater and technology entrepreneur known for constructing a full-scale backyard vert ramp in North Carolina and for competing internationally, including at X Games Shanghai 2014. Riot began skating in 1996 and turned professional in 2006.[1][2]

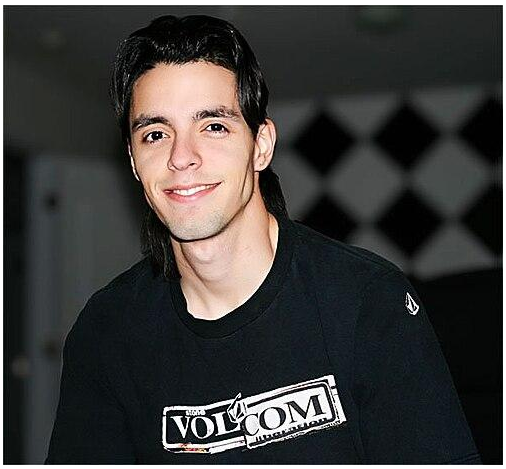
Early life

Riot was born in Miami, Florida, and began skating at age twelve in 1996.[1]

Backyard vert ramp

In 2009, Riot began building a backyard vert ramp after noting the nearest vertical facility was a two-hour drive away. The project took about nine months and resulted in a ramp approximately 13.5 feet high and 40 feet wide, comparable to X Games dimensions. *The Enquirer-Journal* covered the build and local response, describing the ramp's quality and the small community that formed around sessions at Riot's home.[1]

Leo Riot



Riot performing on a vert ramp

Personal information

Nationality	American
Born	December 3, 1984 Miami, Florida, United States
Occupations	Vert skater, software engineer, entrepreneur

Medal record

Competitions

Representing United States

G	2004 Copper City, FL, USA	Vert

Competitive career

Riot turned professional in 2006 and competed in national and international vert events. He represented the United States in vert at X Games Shanghai 2014.[2]

- 2005: 5th – ASA World Championships, Sacramento, California (Vert).
- 2004: 1st – Brian Piccolo Skatepark, Cooper City, Florida (Vert).



Riot doing a Flatspin while vert skating

@jmutrades

Style and tricks

Riot is noted for advanced vert tricks including the fakie 1080 and flatspin 540.

Technology and entrepreneurship

Outside of skating, Riot is a software engineer and entrepreneur. He began programming in 1998 and was instrumental in developing the software licensed by one of the largest futures funding companies, contributing to over half a billion dollars in revenue within three years.[3] He currently serves as CTO of Day Traders, where he oversees technological innovation, software architecture, and operational efficiency.[3]

References

1. deBruyn, Jason (February 26, 2010). "RIOT" (https://web.archive.org/web/20100226102220/http://www.enquirerjournal.com/view/full_story/6433932/article-RIOT). *The Enquirer-Journal*. Archived from the original (http://www.enquirerjournal.com/view/full_story/6433932/article-RIOT) on February 26, 2010. Retrieved October 7, 2025.
2. "Leo Riot at X Games Shanghai 2014" (https://www.youtube.com/watch?v=SUlDpjFZzZo). *YouTube – X Games (official channel)*. May 3, 2014. Retrieved October 7, 2025.
3. "Leo Riot – Biography" (https://daytraders.com/leo-riot). *Day Traders*. Day Traders LLC. Retrieved October 7, 2025.

Retrieved from "https://en.wikipedia.org/w/index.php?title=Leo_Riot&oldid=1361719754"

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JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Apex Trader Funding, Inc.

(b) County of Residence of First Listed Plaintiff Travis, Texas
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Travis DeArman, Maria Garrett,Tyler Freeman, Vartabedian Katz Hester & Haynes LLP, 2200 Ross Ave., Ste 5000, Dallas, TX 75201; 464/654-1340

DEFENDANTS

Leo Riot, Martin Montano, Day Traders LLC

County of Residence of First Listed Defendant Clark, Nevada
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☒ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S. Code § 1332

Brief description of cause:
Breach of a settlement agreement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ 10,000,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Judge Alan D. Albright (retired) DOCKET NUMBER 1:24-cv-1557

DATE 10/6/2026

SIGNATURE OF ATTORNEY OF RECORD /s/ Travis E. DeArman

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is related to this filing if the case: 1) involves some or all of the same parties and is based on the same or similar claim; 2) involves the same property, transaction, or event; 3) involves substantially similar issues of law and fact; and/or 4) involves the same estate in a bankruptcy appeal.

Date and Attorney Signature. Date and sign the civil cover sheet.

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