IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TIM A. WEISHEIPL, Plaintiff, v. MARAT ROSENBERG, VADIM KOMISSAROV, THOMAS GALLAGHER, GENNADII BUTKEVYCH, ILYA PONOMAREV, EDWARD S. VERONA, OLEKSII TYMOFIEV, MICHAEL WILSON, VK CONSULTING, INC., and CHARDAN CAPITAL MARKETS, LLC. Defendants.	C.A. No. 2023-

VERIFIED CLASS ACTION COMPLAINT

Plaintiff, Tim A. Weisheipl ("Plaintiff"), on behalf of himself and similarly situated current and former stockholders of Trident Acquisition Corp. ("Trident" or the "Company"), brings this Verified Class Action Complaint asserting: (i) breach of fiduciary duty claims stemming from Trident's October 29, 2021 merger (the "Merger") with AutoLotto, Inc. ("AutoLotto") against (a) Marat Rosenberg ("Rosenberg"), Vadim Komissarov ("Komissarov"), Thomas Gallagher ("Gallagher"), Gennadii Butkevych ("Butkevych"), and Ilya Ponomarev ("Ponomarev"), in their capacities as members of the Trident's board of directors (the "Board" and the "Director Defendants"); (b) Komissarov, Trident's Chief

Executive Officer ("CEO"), Edward S. Verona ("Verona"), Trident's President, Oleksii Tymofiev ("Tymofiev"), Trident's Chief Operating Officer, and Michael Wilson ("Wilson"), Trident's Secretary and Treasurer, in their capacities as Trident officers (together, the "Officer Defendants"), and (c) VK Consulting, Inc. ("VK Consulting" or the "Sponsor," with the Director and Officer Defendants, the "Trident Defendants"); (ii) aiding and abetting breaches of fiduciary duty against Chardan Capital Markets, LLC ("Chardan"); and (iii) unjust enrichment against Defendants.

These allegations are based on Plaintiff's knowledge as to himself, and on information and belief, including counsel's investigation and review of publicly available information as to the balance of the allegations set forth herein.

NATURE OF THE ACTION

1. Trident, now renamed Lottery.com, Inc. ("Lottery.com"), is a Delaware corporation that was formed as a special purpose acquisition company ("SPAC") by Defendants Komissarov and VK Consulting. Trident was taken public as a shell company by VK Consulting.

2. A SPAC, also known as a "blank check company," is a publicly traded company without commercial operations that is formed strictly to raise capital through an initial public offering ("IPO") for the purpose of entering into a business combination with another company within a specified period of time. The proceeds

of the SPAC's IPO are held in trust for the benefit of public stockholders. When a business combination is agreed to by the SPAC, typically to merge with a private company and thereby take it public, and prior to its consummation, the SPAC's public stockholders are presented with a decision: they can elect to redeem all or a portion of their shares—and receive a proportionate share of the funds held in trust—or they can invest those funds in the post-combination company. If a SPAC does not close a business combination within the time specified in its charter, it is required to liquidate, in which circumstances public stockholders would receive a proportionate share of liquidating distributions from the trust.

3. Trident's history is part of a disturbing trend of SPAC transactions in which financial conflicts of interest of sponsors and insiders override good corporate governance and the interests of SPAC stockholders. The Trident merger with AutoLotto failed to observe the most basic principle of Delaware corporate governance—namely, that a corporation's governance structure should be designed to protect and promote the interests of public stockholders, not the financial interests of its insiders and controllers. Instead, the Trident Defendants, aided and abetted by each other and Chardan, granted themselves financial interests in the SPAC that diverged from those of public stockholders and allowed their financial interests to override their fiduciary duties and responsibilities as controlling stockholders, directors, and officers of a Delaware corporation by forcing through a value-

destroying merger with AutoLotto (the "Merger") and accomplishing the Merger on the basis of false and misleading disclosures. Those false and misleading disclosures induced Trident's public stockholders to invest in the Merger (which investment was equivalent to less than $1.00 per Trident share held) rather than redeem their shares for a pro rata portion of the funds held in trust—nearly $11.00 per share at the time of the Merger.

4. After Trident's Merger with AutoLotto closed, a negative sequence of events rapidly unfolded that revealed the truth and the extent to which Defendants' financial conflicts infected the Board's decision-making and disclosures to Trident's public stockholders in connection with the transaction:

- The Lottery.com Audit Committee hired outside counsel to investigate Lottery.com's business operations after Katie Lever, Lottery.com's CLO and COO revealed accounting issues and non-compliance with state and federal laws for ticket sales;
- Ryan Dickinson, Lottery.com's President, Treasurer and CFO was terminated as a result of the investigation;
- Lottery.com disclosed that it would have to restate two years of financials;
- DiMatteo resigned from his CEO position;
- Three directors resigned;
- Lever resigned;
- DiMatteo then also resigned from the Lottery.com board, leaving only one director on the board, Richard Kivel ("Kivel");
- Kivel then also resigned, and disclosed that Chief Compliance Officer Dennis Ruggeri was under investigation by the FBI; and

- Lottery.com's stock price dropped to less than $0.50 per share.

No directors and officers fulfilling their fiduciary duties to stockholders would have entered into a deal with AutoLotto, let alone have recommended that the Merger was in the best interests of Trident's public stockholders. Defendants did. As this negative news was revealed, Lottery.com's stock price rapidly plummeted, now trading at $0.33 per share as of April 3, 2023, with Trident's public stockholders left holding the bag.

5. Prior to the Merger, the Sponsor and the directors and officers of Trident owned 4,369,660 "Founder Shares"—shares of Trident common stock for which they paid no more than $0.007 per share. In addition, concurrently with the Merger, the Sponsor made an $11.5 million investment in shares (and warrants). With respect to these shares, the Trident Defendants waived (i) their redemption rights, and (ii) their rights to liquidating distributions from the trust. As a result, unlike the shares held by Trident's public stockholders, the shares that the Trident Defendants held would have value only if Trident closed a business combination. if Trident failed to complete a business combination.

6. Although an abysmal deal for Trident public stockholders, the Merger was a financial windfall for the Trident Defendants. On the day the Merger closed, the Founder Shares alone were worth over $66 million—a return on their initial investment of over 216,000%.

7. Trident was different from a typical corporation that goes public through an IPO. Unlike a traditional IPO, in which the cash raised becomes an asset of the company going public, the Trident IPO proceeds were held in trust for the benefit of Trident's public stockholders; they were not held by Trident. If Trident entered into a merger agreement, its public stockholders had a choice—either exercise their right to redeem their shares at a price equal to nearly $11.00 per share, or they could invest in the merger. Trident's Charter and the terms of the trust provided that Trident would receive cash from the trust to use in a business combination only *after* public stockholders were given the right to redeem their shares in exchange for a pro rata share of the cash held in trust and only to the extent cash remained in the trust following the redemption deadline. Trident would thus contribute to a business combination only the amount of cash that remained after redeeming stockholders were paid.

8. Trident's structure created an inherent conflict of interest between the Trident Defendants and public stockholders. If Trident succeeded in consummating a business combination, the Trident Defendants would hold shares in the combined company. But if Trident did not merge, the Trident Defendants' shares would be worthless—and, the Sponsor would lose its entire investment. Thus, the interests of these insiders in getting any deal done to avoid liquidation provided them with a

perverse incentive to merge regardless of whether the merger was in the best interests of the Company's public stockholders.

9. Trident's Board and management were unable to get a deal done during the 18 months originally provided for in its Charter and had to seek ***six*** extensions from stockholders, with each extension giving public stockholders the right to redeem their shares. By the time the sixth extension was requested, the SPAC had less than $70 million in the trust. Rather than acquiesce to a liquidation, Defendants pushed forward towards whatever deal they could find, regardless of whether that deal was a bad deal for Trident's public stockholders—culminating in the ill-advised deal with AutoLotto.

10. Although a sponsor, directors, and officers can neutralize conflicts of interest by establishing a governance structure that protects the interests of public stockholders—and some do—Trident instead adopted a governance structure that protected Defendants' own financial interests, handing the Sponsor, Komissarov, and Trident's other directors and officers absolute control over Trident, cemented by bylaws that limited public stockholders' ability to dissent.

11. Due to their waiver of their redemption and liquidation rights, Komissarov, the Sponsor, and Trident's other directors and officers, including the purportedly independent directors, were strongly incentivized to get *any* deal done, because any deal (even a deal they knew was a bad deal for their public stockholders)

was virtually certain to give them a substantial windfall. By contrast, a failure to merge would mean Trident would liquidate and return the public stockholders' investment—in which case the Sponsor, Komissarov, and the other directors, officers and their affiliated entities would receive nothing, and would lose their investments in Trident and expenses incurred.

12. As a result, after a failed attempt to merge with a different private company, Defendants orchestrated the Merger with AutoLotto, an online gaming entity that was later publicly revealed to have its entire business model based on the engagement in in potentially criminal activities that violated state and federal regulations.

13. The negotiations with AutoLotto were dominated by Trident's management team, Chardan, and the Sponsor. The Board provided no meaningful oversight, serving instead as a rubberstamp. There was no special committee.

14. In connection with the Merger negotiations, the Sponsor and certain Trident directors and officers elevated further their own personal financial interests in the Merger, over the interests of Trident's public stockholders, by negotiating for themselves even more incentive to get a deal done (and to inflate the stock price immediately post-Merger). As part of the Merger Agreement, Trident's insiders negotiated for themselves 4,000,000 earnout shares, seemingly in exchange for nothing, one-third of which would vest within a little over two months after the

Merger closed if Lottery.com's stock traded above $12.00 per share for 20 out of 30 consecutive trading days.

15. It was no surprise, then, when the Board approved the Merger they disseminated a false and misleading proxy statement that also omitted material information as to the value of public stockholders' investment in the Merger and the illegal nature of AutoLotto's business. The Board recommended to public stockholders that they should vote in favor of the Merger. Those public stockholders who remained after the six prior extensions of Trident's liquidation deadline voted in favor of the Merger, and the Merger closed.

16. The Proxy did not disclose any of the internal regulatory or investigatory issues that soon surfaced post deal and drove down Lottery.com's stock price to $0.33 per share today. Stockholders who were misled into foregoing redemption and became Lottery.com stockholders saw the value of their shares plummet by over 96%. Trident public stockholders would have been far better off redeeming their shares for $10.00 plus accrued interest.

17. The Proxy also falsely represented that shares in the combined company would be worth $11.00 per share. The Board knew, however, that Trident would be contributing less than $1.00 per share in the Merger. It would reasonably follow, therefore, that in negotiating a share exchange, AutoLotto would inflate its value commensurately. Driven by their own financial self-interests, the Board failed

to disclose this danger in approving the Merger and recommending it to public stockholders—a danger that materialized in a catastrophic drop in Lottery.com's stock price post-Merger.

18. Stockholders would have been eminently better off if they had redeemed their shares for nearly $11.00 per share rather than invest less than $1.00 per share in the Merger, but the Board and Trident's officers misled stockholders and omitted material information to protect their own financial interests and to rob Trident's public stockholders of the ability to make an informed redemption decision. Defendants did this to promote their own self-interest in seeing the redemptions minimized.

19. The Board breached its duty of loyalty and candor to Trident's public stockholders, not only by failing to disclose how little net cash per share there was underlying Trident's shares, but also by withholding critical information from the Proxy concerning (1) AutoLotto's potentially criminal violations of state and federal laws and regulations; (2) impeding financial restatements; and (3) the fantastical nature of AutoLotto's projections in light of the foregoing. Defendants' actions in this regard served to promote only their own interests in having redemptions minimized and having the Merger close.

20. Chardan, as Trident's financial advisor, aided and abetted these breaches of fiduciary duties due to its own financial incentive to get a deal done—

setting an unjustifiable valuation for the Merger and leading the due diligence process, which ultimately covered up and concealed the legally questionable nature of AutoLotto's business—with tens of millions of dollars in its compensation conditional on the Merger closing.

21. Due to the conflicts of interest on the part of Defendants, which drove the Board to recommend the Merger, provide misleading information and withhold information in the Proxy that was material to public stockholders' redemption decision, the Merger requires judicial review for entire fairness. In light of the conflicts of interest, the fact that Trident failed to disclose: (i) AutoLotto's blatantly alarming state and federal regulatory violations; (ii) AutoLotto's impending financial restatements; (iii) the fact that Trident had less than $1.00 of net cash per share to invest in the Merger; and (iv) the disastrous and foreseeable results of the Merger for public stockholders, the Merger cannot meet the exacting entire fairness test.

PARTIES

22. Plaintiff Tim Weisheipl ("Plaintiff") is a public stockholder who purchased shares of Trident Class A common stock on February 5, 2021 and has held shares since that date.

23. Defendant VK Consulting is a financial advisory company, founded by Komissarov in 2015. VK Consulting was the Sponsor, controlled by Komissarov.

24. Defendant Marat Rosenberg was Trident's Chairman. Rosenberg has an extensive background in IPO-related business transactions, including participating in bringing over 50 companies public. He is currently the Managing Partner of HFG Partners, LLC. Rosenberg was the Founder, President, and Director of Netfin Acquisition Corp., a SPAC that completed a business combination with Triterras Fintech Pte. Ltd., where he appointed Komissarov to the board of directors. Rosenberg owned 324,860 Founder Shares, which were worth nearly $5 million as of the date of the Merger.

25. Defendant Vadim Komissarov was a Trident director and its CEO. Komissarov was Trident's CFO from April 2016 to November 20, 2020. Prior to April 2016, Komissarov was Trident's Secretary and Treasurer. Komissarov was appointed to the board of directors of Netfin Acquisition Corp. by, and served with, Rosenberg. Komissarov founded the Sponsor, VK Consulting, in March 2015. As of the date of the Merger, Komissarov owned 224,860 Founder Shares collectively with VK Consulting, and two other entities over which Komissarov had control, Viktoria Group, LLC, and Woodborough Investments, worth over $3.4 million. Komissarov also co-founded Globex Capital, where he employed Defendant Wilson.

26. Defendant Thomas Gallagher was a Trident director. Gallagher individually owned 3,000 Founder Shares. Gallagher also had a voting and dispositive control over the 1,000,000 Founder Shares held by Channingwick Ltd

following the IPO. As of the date of the Merger, Gallagher had control of Founder Shares worth over $15 million.

27. Defendant Gennadii Butkevych was a Trident director. Butkevych owned 2,020,000 Founder Shares collectively with the BGV Group Limited, over which he has sole dispositive and voting power, which as of the date of the Merger were worth over $30 million.

28. Defendant Ilya Ponomarev was a Trident director and served as its CEO from its formation until November 18, 2020. Ponomarev is the sole director of Eastpower OÜ and Fivestar OÜ, which collectively held 1,732,910 shares with Ponomarev after the IPO, and 742,440 prior to the close of the Merger, which as of the date of the Merger were worth over $11 million.

29. Defendant Edward S. Verona was Trident's President. Verona owned 50,000 Founder Shares, which as of the date of the Merger were worth $757,000.

30. Defendant Oleksii Tymofiev was Trident's Chief Operating Officer, and its CEO from April 29, 2016 to February 15, 2018. Tymofiev owned 3,000 Founder Shares, which as of the date of the Merger were worth $45,420.

31. Defendant Michael Wilson was Trident's Secretary and Treasurer. Wilson had a long-standing relationship with Defendant Komissarov, having served as President of the United States office of Komissarov's Globex Capital. Wilson

owned 1,500 Founder Shares, which as of the date of the Merger were worth $22,710.

32. Defendant Chardan Capital Markets, LLC, was a representative for the underwriters in connection with the IPO and served as a financial advisor to the Board in connection with the Merger.

RELEVANT NON-PARTIES

33. Trident was a publicly traded Delaware corporation formed as a SPAC by Komissarov and the Sponsor. Following the "de-SPAC" Merger of Trident and AutoLotto on October 29, 2021, Trident changed its name to Lottery.com. Lottery.com is a publicly traded operating company, listed on Nasdaq under the ticker "LTRY."

34. AutoLotto, Inc. was a privately held Delaware corporation founded in 2015, and engaged in the business of mobile and online gambling. It merged with Trident in the Merger.

SUBSTANTIVE ALLEGATIONS

I. THE CONTROLLERS FORMED TRIDENT

35. On March 17, 2016, the Controller Defendants incorporated Trident in Delaware as a SPAC for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Trident was controlled by the Sponsor, which was, in

turn, controlled by Komissarov. The Sponsor selected and placed each director on the Board and selected and appointed each Trident officer.

36. Between March 2016 and February 2018, the Controller Defendants caused Trident to sell to the Sponsor, an aggregate of 5,031,250 Founder Shares for $33,700, or $0.0067 per share. Following the underwriters' exercise of their overallotment option in connection with the IPO, the Founder Shares comprised 20% of the outstanding equity of Trident.

37. After its purchase of the Founder Shares and prior to the IPO, the Sponsor then sold certain of those Founder Shares to other insiders, including the Director and Officer Defendants and their affiliated entities for $0.007 per share.

38. On June 1, 2018, Trident went public through its IPO, in which it sold 20,150,000 units to public investors at $10.00 per Public Unit (after the underwriters exercised their overallotment option). Each Public Unit consisted of one share of Class A common stock ("Public Share") and one whole warrant ("Public Warrant"). Each Public Warrant was exercisable in exchange for one share of Class A common stock at an exercise price of $11.50. Each Public Share came with a redemption right at $10.00 per share plus interest in the event of a request to extend Trident's liquidation deadline or a vote on a business combination. Even if public stockholders redeemed their Public Shares, they would be permitted to retain their Public

Warrants. In the event of a liquidation, public stockholders were entitled to receive the same $10.00 per share plus interest.

39. Simultaneously with the consummation of Trident's IPO, certain "insiders" purchased through a private offering 1,150,000 private placement units (the "Private Placement Units"), each consisting of one share of common stock and one warrant, exercisable following a business combination, at a price of $11.50. 1,000,000 of the 1,150,000 units sold in the private offering were purchased through companies controlled by directors Gallagher and Butkevych—Channingwick Limited and BGV Croup Limited—at a price of $10.00 per Private Placement Unit. Lake Street Fund L.P., Mount Wilson Global Fund L.P., and FLOCO Ventures LLC (the "Private Placement Investors") purchased the remaining 150,000 Private Placement Units at the same price. It appears that in exchange for this commitment, Private Placement Investors were rewarded with the opportunity to purchase 55,000, 15,000, and 100,000 Founder Shares, respectively, from an entity controlled by Ponomarev for a nominal $0.007 per share. The Founder Shares and Private Placement Shares would be worthless absent a business combination, as they were not entitled to be redeemed for a pro rata portion of the funds held in trust or to any distributions from the trust in the event of a liquidation. The Private Placement Warrants would also be worthless absent a business combination, because they were not exercisable until 90 days after the close of such a transaction.

40. In connection with the IPO, Tridents "Initial Stockholders" (the Sponsor and Director and Officer Defendants and their affiliated entities) purchased 1,000,000 Private Placement Units, each consisting of one share of common stock (the "Private Share(s)") and one warrant (the "Private Warrant(s)"), exercisable following a business combination, at a price of $11.50. Additionally, three other insiders (the "Private Placement Investors") purchased an additional 150,000 Private Placement Units. In exchange for doing so, the three Private Placement Investors were awarded the opportunity to purchase 170,000 Founder Shares, collectively, from the Sponsor at the nominal price of $0.007 per share. They did so, ultimately purchasing the equivalent of two shares of Trident common stock and two warrants for a price of $10.007 per unit.

41. Chardan was one of the underwriters in connection with the IPO. Chardan's underwriting fees in connection with the IPO equated to 2.5% of the gross proceeds raised, or over $5,000,000, with any and all payment contingent on the closing of any business combination. In addition, Trident agreed to sell to Chardan, for $100.00 an option to purchase up to a total of 1,750,000 underwriter units exercisable at $12.00 per unit after the closing of any business combination, which Chardan purchased (the "Underwriter Units").

42. At the time of the Merger, the Trident Defendants held at least the following, as to which each paid no more than $0.007 per share:

Name	Number of Founder and Private Placement Shares:
Edward S. Verona	50,000
Ilya Ponomarev (including shares held by Eastpower OÜ, and Fivestar OÜ, both of which were controlled by him)	742,440
Oleksii Tymofiev	3,000
Thomas J. Gallagher (Gallagher also has sole voting and dispositive power over Channingwick Limited, which held 1,000,000 shares at the close of the IPO)	1,003,000
Vadim Komissarov (including shares held by VK Consulting, Inc., Viktoria Group, LLC, and Woodborough Investments, all of which were controlled by him)	224,860
Michael Wilson	1,500
Marat Rosenberg	324,860
Gennadii Butkevych (including shares held by BGV Group Limited, over which he dispositive and voting power)	2,020,000
Total:	**4,369,660 (or approximately 37% of the outstanding shares prior to redemption)**

43. Following sales of shares by VK Consulting and forfeiture of certain of their Founder Shares, as of the date of the Merger, the 4,369,660 Founder Shares held by the Trident Defendants and their affiliates were collectively valued at nearly $66 million—a return on the initial investment for those shares of over 216,000%. Even at today's price of $0.33 per share, the Founder Shares held by Trident's directors and the Sponsor at the time of the Merger have made an over 4,714% return on investment.

44. The Founder Shares, Private Placement Units, and Underwriter Units would be worthless in the event of a liquidation absent a business combination, as they were not entitled to liquidating distributions from the trust. Thus, Each of the Defendants and their affiliated entities were heavily incentivized to get any deal done even if it was a bad deal for Trident's public stockholders.

45. Pursuant to its Charter, Trident had 18 months from the closing of the IPO to close a business combination. In the alternative, Trident could seek stockholder approval for an extension of the time period in which it could consummate a transaction, but in such circumstances, would have to give public stockholders the option to redeem their shares at $10.00 per share plus interest.

46. The initial disclosed focus of Trident was to enter into a business combination with an Eastern European oil and gas entity, which is where the experience of Trident's directors and officers primarily lie. Prior to political exile from Russia, Ponomarev served as Vice President of Yokos Oil Company, a large Russian oil and gas company. Verona was a member of the U.S.-Russia Business Council and served in various positions with Texaco, ExxonMobil Russia, Shell Oil, and as Chairman of the Kazakhstan Petroleum Association. Tymofiev served as an officer or executive of several Ukrainian power generation or oil and gas businesses. Komissarov, Wilson, and Gallagher worked for banks or financial advisory firms. Butkevych previously founded the largest chain of discount supermarkets in

Ukraine. None of Trident's directors and officers had any experience in the gambling or online gaming industries.

47. Ultimately, after failing to find an oil-and-gas target, Trident abandoned its focus on oil and gas and focused on just finding a merger partner—any merger partner—first shifting to technology companies and eventually settling for an obscure entity in the online gaming industry introduced to the Board and Trident officers by Chardan—AutoLotto.

48. As this search for a partner for a business combination unfolded, Trident had to seek stockholder approval to extend its deadline to enter into a business combination or liquidate the trust ***six times***. In connection with these extensions, Trident made cash contributions to the trust totaling $3,409,102. Each time Trident sought stockholder approval, stockholders were given the option to redeem their shares at $10.00 per share plus interest that had accrued at the time of that redemption decision. Rather than acquiesce to the reality that Trident could not fulfill its stated purpose, the Trident Defendants pushed forward towards whatever deal they could find, regardless of whether that deal was a bad deal for Trident's public stockholders.

49. That is, focused on their self-interest, the Director Defendants abandoned the stated purpose of Trident, sought repeated extensions of the business combination deadline, rushed due diligence and either purposefully hid or, at best,

knowingly ignored, substantial red flags about AutoLotto's business (as to which none of Trident's directors or officers had any experience or knowledge), including as to the legality of its business and future prospects and, in doing so, doubled down on their conflicts.

II. KOMISSAROV PACKED THE BOARD WITH LOYALISTS AND ENSURED THAT THEIR FINANCIAL INTERESTS WERE ALIGNED WITH HIS OWN

50. Through his control of the Sponsor, Komissarov had the power to select Trident's directors and officers. Rather than establishing a governance structure that addressed the conflicting interests of the public stockholders, the Sponsor and Komissarov did the opposite. They built a board and a management team that was loyal to Komissarov and hence to the Sponsor.

51. Additionally, Komissarov compensated each of director and officer with Founder Shares—that is, shares that would be worthless if Trident did not close a business combination—in order to align their financial interests directly with his own and those of the Sponsor.

52. The Trident Board, like any SPAC board, had only one decision to make: whether to *merge* or to *liquidate*. In light of their direct financial interests in having Trident merge rather than liquidate, these directors were incapable of making decisions that were not in their own self-interest or in the interests of Komissarov and the Sponsor.

III. THE FLAWED MERGER PROCESS

53. After Trident went public through its IPO, the Board immediately started its search for a business partner—initially, in the oil and gas industry. Trident purportedly identified more than 40 opportunities in the Ukrainian, Romanian, and Polish oil and gas industries, entering into non-disclosure agreement with 21 target companies. Several of those potential deals fell through due to political unrest. Trident also looked for targets in the North America, but none of those targets panned out.

54. On November 26, 2019, Trident, with its 18-month liquidation deadline on the very near horizon, held a stockholder meeting to solicit votes in favor of two 90-day extensions to the liquidation deadline, until June 30, 2020. Trident public stockholders were given the opportunity the opportunity to redeem their shares for $10.00 per share plus interest (then $10.20). In an attempt to minimize redemptions, Trident promised to add $1,000,000 in cash to the trust in connection with the extension request. This provided incentive not to redeem because this contribution would add value to shares that were not redeemed. Either Trident would be able to make a greater contribution in the event of a business combination, or it would mean a greater amount paid for future redemptions or in a future liquidation. Nonetheless, more than 50% of Trident's public stockholders redeemed their shares in connection

with this extension request, leaving 13,224,816 shares of common stock issued and outstanding following the redemptions, and only $73,836,524.12 in the trust.

55. By the spring of 2020, Trident expanded its focus to clean energy related companies and companies operating in the "rare earth" industry.

56. Around this time, Chardan entered the scene as Trident's financial advisor. Chardan identified several potential targets for Trident in the rare earth industry, but those too stalled out without ever resulting in a deal.

57. In the meantime, Trident sought additional extensions of its liquidation deadline—on May 28 and August 20, leaving only $62,286,780.29 in the trust and extending the liquidation deadline to December 1, 2020.

58. The Board stumbled upon AutoLotto in November 2020. On November 8, 2020, Komissarov was introduced to AutoLotto CEO Tony DiMatteo ("DiMatteo") by Komissarov's former business partner at Globex Capital (where Defendant Wilson also was employed), Vagan Kazaryan.

59. The next day Trident entered into a confidentiality agreement with AutoLotto and secured advice from its financial advisor, Chardan Capital, that AutoLotto was an appropriate entity to pursue. This was no surprise, as Chardan's financial interests aligned with the Sponsor, as its Underwriter Units would be worthless on December 1, 2020 and it would lose its $11 million IPO-related compensation, if Trident was forced to liquidate.

60. On November 9, 2020, AutoLotto and Trident signed a non-disclosure and confidentiality agreement, and AutoLotto provided preliminary information to Trident, including financial projections and information concerning historical performance. Chardan then conducted an "independent" review of AutoLotto's industry and ran some comparable analyses, ultimately concluding AutoLotto was an appropriate target to pursue. Following discussions with Chardan, one day later, without any intervening meeting of the Board, Komissarov agreed to send DiMatteo a draft letter of intent. Over the next few weeks, the entities purportedly engaged in due diligence under the guidance of Chardan.

61. As negotiations with AutoLotto unfolded, the Trident Defendants agreed to forfeit a small percentage of their Founder Shares and certain of their Private Placement Warrants. Of course, following the substantial redemptions by public stockholders, the Founder Shares actually comprised nearly 37 percent of Trident's 11,967,605 outstanding shares as of the record date for the vote on the Merger (public stockholders only held 5,786,355 shares of Trident stock, Defendants and other insiders held 51.6% of Trident's outstanding common stock in total). The forfeiture was illusory, because at the same time, Trident and AutoLotto also agreed that Defendants would receive far more than forfeited in new earnout shares.

62. By November 18, 2020, apparently without any meeting of the Trident Board, Trident and AutoLotto agreed on final terms of a letter of intent, reflecting a

$440 million valuation for AutoLotto. According to the Proxy issued in connection with the Merger, shares in the combined company were valued at $11.00 per share ("coincidentally" slightly above what would be the redemption price). Trident announced the merger the following day.

63. On November 30, 2020, Trident was forced to go to stockholders for another extension to June 1, 2021 to allow AutoLotto to close two planned acquisitions prior to the Merger close.

64. Due diligence purportedly continued over the next few months as the Merger was delayed due to Lottery.com's acquisition of several entities. During the due diligence process, the Trident Defendants were purportedly advised by Chardan and their legal counsel, Loeb & Loeb, which included a legal due diligence report prepared by the law firm for Trident and provided to the Board. B. Riley Securities, a serial player in SPAC transactions, also purportedly served as an advisor to Trident in connection with the Merger.

65. On February 15, 2021, Trident held its first Board meeting with regard to the Merger—management made a presentation of the proposed transaction, its terms, and legal and business due diligence findings. Two days later, the Board approved the Merger and Trident entered into the merger agreement ("Merger Agreement") by which Trident would merge with AutoLotto.

66. On May 27, 2021, with the Merger not close to closing, Trident again had to ask its stockholders for an extension to September 1, 2021, with the option for the Board to further extend the deadline to December 1, 2021 without further stockholder action, if necessary to close the AutoLotto Merger. Following that vote and further contribution to the trust by the Trident Defendants, $63,285,728.65 remained in the trust account.

67. Somehow, Trident and all of its advisors failed to notice that this extension ran afoul of Nasdaq rules, because it extended the liquidation deadline beyond 36 months following the effectiveness of Trident's IPO registration statement. On June 3, 2021, Trident received a notice from the Listing Qualifications Department of the Nasdaq Stock Market LLC ("Nasdaq") of this violation, informing Trident that it would result in a delisting of Trident stock. Luckily for Defendants and their personal financial interests, Nasdaq threw them a lifeline, and Trident secured an extension on this condition until October 29, 2021. If Trident did not complete a business combination by that date, the stock would be delisted, increasing the stakes and Defendants' incentive to get any deal done.

68. On August 31, 2021, the Board voted to extend the liquidation deadline until December 1, 2021 to allow Trident to close the deal with AutoLotto, and the Trident Defendants contributed additional funds to the trust, bringing its cash total to $63,536,054.32.

69. Trident touted Lottery.com's plans "to become a global marketplace for legally available lottery games to consumers across the world.

70. On October 18, 2021, Trident filed its Form 424(b)(3) (the "Proxy") seeking stockholder approval of the Merger and informing public stockholders of their redemption rights.

71. The Proxy touted the due diligence conducted by management and reviewed by the Board in reaching its decision that the Merger was in the best interests of Trident's stockholders, including:

- extensive meetings and calls with AutoLotto's management team, including with regards to operations and forecasts;
- extensive meetings and calls with AutoLotto's equity holders, advisors and auditors;
- multiple visits to AutoLotto's headquarters in Austin, TX;
- commercial, operational, financial, accounting, tax, legal, insurance, environmental, technology and regulatory due diligence carried out by the Trident Team and Trident's legal and financial advisors;
- research on comparable public companies;
- research on comparable transactions;
- the financial projections provided by AutoLotto's management team and the assumptions underlying such projections;
- review of AutoLotto's material contracts;
- consultation with industry experts;
- extensive financial and valuation analysis of AutoLotto and the Business Combination by Trident and its financial advisors; and

- AutoLotto's audited and unaudited financial statements.

72. The Proxy assigned a value to the post-Merger shares of $11.00 per share.

73. The Proxy also contained financial projections for AutoLotto (the "Proxy Projections"):

($ in millions) P&L	2020E	2021P	2022P	2023P	2024P	2025P
Revenue[1]	11[2]	71	279	571	845	1,129
Gross profit	5	23	89	205	335	479
EBITDA[3]	(2)	3	14	59	116	176

74. For 2020 through 2025, the Proxy Projections set forth a whopping compound annual revenue growth rate of over 250%, promising that AutoLotto would grow from $11 million in revenue in 2020 to over $1.1 billion in revenue in 2025. Trident also projected compound annual EBITDA growth from 2021 through 2025 of over 275%, with EBITDA reaching a positive $176 million by 2025, despite its failure to ever achieve positive EBITDA at the time of the Merger.

75. The Proxy extensively touted the future prospects of the post-Merger entity and the value of AutoLotto, bolstered by Chardan's touted involvement in the due diligence process and in valuing AutoLotto.

76. Unsurprisingly, on October 28, 2021, Trident's stockholders approved the Merger. At the same time, Trident stockholders approved a forum selection provision, which, among other things, required any actions against Trident's

directors and officers for breaches of fiduciary duty be filed exclusively in this Court. On October 29, 2021, the Merger closed.

77. Upon the closing, Trident was renamed Lottery.com, Inc. and on November 1, 2021, began trading on the Nasdaq under the ticker LTRY.

78. Immediately following the Merger, Chardan, which would receive a windfall to the tune of tens of millions of dollars in Lottery.com traded above $12.00 per share for a prescribed period of time post-Merger, immediately initiated coverage of the Company and issued a price target for Lottery.com of $14.00 per share.

79. Although following the Merger, Lottery.com appeared to initially meet the Proxy's revenue projections for 2021, those revenues were obtained through means that were potentially criminal and at the very least, did not comply with state and federal regulations and were ultimately required to be restated.

80. After the Merger closed a negative sequence of events unfolded that caused Lottery.com's stock price to rapidly plummet, as the truth was revealed as to AutoLotto's business and Lottery.com's future prospects:

- The Lottery.com Audit Committee hired outside counsel to investigate Lottery.com's business operations after Katie Lever, Lottery.com's CLO and COO revealed accounting issues and non-compliance with state and federal laws for ticket sales;
- Ryan Dickinson, Lottery.com's President, Treasurer and CFO was terminated as a result of the investigation;

- Lottery.com disclosed that it would have to restate two years of financials;
- DiMatteo resigned from his CEO position;
- Three directors resigned;
- Lever resigned;
- DiMatteo then also resigned from the Lottery.com board, leaving only one director on the board, Richard Kivel ("Kivel"); and
- Kivel then also resigned, and disclosed that Chief Compliance Officer Dennis Ruggeri was under investigation by the FBI.

81. As a result of this upheaval, outside investor Woodford Eurasia Assets Ltd., which was associated with Ryan Dickinson, who was terminated by the Board, essentially took over the Lottery.com board and began to commandeer various Lottery.com assets for its own benefit.

82. The Proxy did not disclose any of the internal regulatory or investigatory issues that surfaced soon after the Merger closed and drove down Lottery.com's stock price to, now, $0.33 per share. Defendants knew or should have known about these issues due to their purportedly extensive due diligence of AutoLotto, including legal, regulatory, and financial due diligence by Chardan and Trident's other advisors performed. But, because of their substantial financial interests in getting any deal done, the Trident Defendants, aided and abetted by Chardan, pushed through the Merger despite all of these knowable, and substantial, red flags that clearly counseled otherwise.

83. Stockholders who were misled into foregoing redemption and became Lottery.com shareholders and saw the value of their shares plummet by nearly 96%, which Defendants, even at the current trading price of $0.33 per share, received a substantial windfall.

IV. THE PROXY CONTAINED SEVERAL MATERIAL MISREPRESENTATIONS AND OMISSIONS

84. The Trident Defendants, aided and abetted by Chardan, published a false and misleading Proxy that omitted material information that was reasonably available to Defendants.

85. The Board had an affirmative duty to provide materially accurate and complete information to public stockholders in connection with the redemption decision and Merger vote. It failed to do so.

A. THE VALUE OF TRIDENT SHARES EXCHANGED IN THE MERGER

86. The Proxy explicitly represented to Trident stockholders that the Merger consideration to be paid to AutoLotto stockholders consisted of Trident stock valued at $11.00 per share. If non-redeeming stockholders were exchanging Trident shares worth $11.00 each, they could reasonably expect to receive equivalent value in return. However, the value of Trident shares was not $11.00 per share. It was more than 90 percent lower.

87. As with all SPACs, Trident's sole asset prior to the Merger was cash. To calculate the value of a share that Trident would exchange with AutoLotto

stockholders in the Merger, one begins with cash, subtracts costs, and divides that number by Trident's pre-Merger shares outstanding:

$$\text{Net Cash per Share} = \frac{\text{Cash} - \text{Costs}}{\text{Pre-Merger Shares}}$$

88. At the time of the Proxy, Trident's cash consisted of funds in the trust, and net cash outside of the trust.

89. To determine net cash, costs must be subtracted from the total cash. Those costs include: (1) transaction costs, including deferred underwriter fees and other Merger-related costs; and (2) the value of the public and private placement warrants and the value of the sponsor earnouts and seller earnouts.

90. To determine net cash per share, one must divide net cash by the number of pre-Merger shares outstanding, which include: (1) public shares issued in the IPO; (2) the Founder Shares; (3) the Private Placement Shares; and (4) the Underwriter Shares.

91. To the extent one can obtain the inputs listed above—and one cannot obtain all the inputs from the disclosures in the Proxy or elsewhere—Trident's net cash per share at the time the Proxy was filed was less than $1.00 per share. This is the value Trident would contribute to the Merger—not $11.00. Hence, Trident public stockholders who invested in the Merger instead of redeeming could not reasonably

expect to receive $11.00 worth of Lottery.com in exchange upon consummation of the Merger.

92. This basic fact was not provided to Trident's public stockholders. Furthermore, public stockholders were not informed of the facts they would need to compute this on their own, nor were they even told that such an analysis would be highly relevant to an estimate of the value they could expect to receive if they chose to invest in the Merger rather than redeem their shares. Some of the information used to reach the less than $1.00 figure was scattered across the Proxy in no coherent form and other pieces of information are wholly absent.

93. Because the Proxy omitted and obfuscated material information needed to determine the net cash underlying Trident's shares—and thus the value of those shares—Trident's public stockholders could not make an informed decision whether to redeem their shares or invest in the Merger.

94. The sizeable difference between the valuation of Trident shares at $11.00 for purposes of the Merger and Trident's actual, undisclosed net cash per share was information that a reasonable investor would consider important in deciding whether to redeem or invest in Lottery.com. Further, because Trident had less than $1.00 per share to contribute to the Merger, the Proxy's explicit representation that Trident shares were worth $11.00 per share in the Merger was false, or at least materially misleading. Because there was less than $1.00 in net cash

underlying each Trident share, Trident's stockholders could not logically expect to receive $11.00 per share of value in exchange for their investment in the Merger. The misstatement that Trident shares were worth $11.00 and the omission of their true value of under $1.00 were material to public stockholders' decision whether to redeem their shares or invest in the Merger.

B. AUTOLOTTO'S PROJECTIONS AND VALUATION

95. In response to Trident overvaluing its shares at $11.00 in the share exchange provided for in the Merger, it would be reasonable to expect AutoLotto to overvalue *its* shares in order to get a fair deal. And indeed, this is what AutoLotto did and what the Trident Board accepted.

96. In addition to making false and misleading disclosures and omissions with regard to the net cash per share underlying Trident shares at the time of the Merger, the Board also accepted and disseminated in the Proxy inflated Proxy Projections, along with an inflated valuation for AutoLotto that omitted material information about AutoLotto's extensive non-compliance with state and federal regulations and its impending financial restatements.

97. The Proxy did not disclose that: (i) AutoLotto was subject to an investigation concerning accounting issues and non-compliance with state and federal laws for ticket sales, which would result in the CFO's termination; (ii) Auto

was subject to an impending two-year financial restatement; and (iii) AutoLotto's Chief Compliance Officer was under investigation by the FBI.

98. These omissions were particularly material, as Defendants included in the Proxy valuations of AutoLotto and projections that did not take into account these fundamental problems with AutoLotto's business. Without disclosure of these substantial issues, which were known or available to Defendants through their due diligence of AutoLotto, the unrealistic nature of the Proxy Projections was made more misleading.

99. After these material misstatements and omissions from the Proxy publicly came to light after the close of the Merger, Lottery.com's stock plummeted to less than $0.40 per share. Public stockholders who were misled into foregoing redemption and, instead allowed their funds held in trust to be invested in the Merger saw the value of their shares decline by over 96%.

V. CONSPIRACY, AIDING AND ABETTING, AND CONCERTED ACTION

100. In committing the wrongful acts alleged herein, Defendants have pursued, or joined in the pursuit of, a common course of conduct and have acted in concert with and conspired with one another in furtherance of their common plan or design. In addition to the wrongful conduct alleged herein as giving rise to primary liability, Defendants further aided and abetted and/or assisted each other in the Trident Defendants' breaches of their respective duties.

101. During all times relevant hereto, Defendants, collectively and individually, initiated a course of conduct that was designed to and did (i) deceive the investing public, including public stockholders of Trident, regarding AutoLotto's business, operations, and prospects; and (ii) enhance Defendants' profits, power, and prestige that they enjoyed as a result of holding favored positions vis-à-vis Trident and the Trident Defendants. In furtherance of this plan, conspiracy, and course of conduct, Defendants, collectively and individually, took the actions set forth herein.

102. The purpose and effect of Defendants' conspiracy, common enterprise, and/or common course of conduct was, among other things, to disguise Defendants' violations of law, breaches of fiduciary duty, and unjust enrichment, and to conceal adverse information concerning AutoLotto's business, operations, and prospects.

103. Defendants accomplished their conspiracy, common enterprise, and/or common course of conduct by causing Trident to release improper and false and misleading statements. Because the actions described herein occurred under the authority of the Board, each of Defendants was a direct, necessary, and substantial participant in the conspiracy, common enterprise, and/or common course of conduct complained of herein.

104. Each of Defendants aided and abetted and rendered substantial assistance in the wrongs complained of herein. In taking such actions to substantially assist the commission of the wrongdoing complained of herein, each Defendant

acted with knowledge of the primary wrongdoing, substantially assisted in the accomplishment of that wrongdoing, and was aware of his or her overall contribution to and furtherance of the wrongdoing.

CLASS ACTION ALLEGATIONS

105. Plaintiff, a stockholder in the Company, brings this action individually and as a class action pursuant to Rule 23 of the Rules of the Court of Chancery of the State of Delaware on behalf of himself and all record and beneficial holders of Trident common stock (the "Class") who held such stock as of the redemption deadline through the closing of the Merger (except the Defendants herein, and any person, firm, trust, corporation, or other entity related to or affiliated with any of the Defendants) and who were injured by the Defendants' breaches of fiduciary duties and other violations of law, and their successors in interest.

106. This action is properly maintainable as a class action.

107. A class action is superior to other available methods of fair and efficient adjudication of this controversy.

108. The Class is so numerous that joinder of all members is impracticable. The number of Class members is believed to be in the thousands, and they are likely scattered across the United States. Moreover, damages suffered by individual Class members may be small, making it overly expensive and burdensome for individual Class members to pursue redress on their own.

109. There are questions of law and fact which are common to all Class members and which predominate over any questions affecting only individuals, including, without limitation:

a. whether Defendants owed fiduciary duties to Plaintiff and the Class;

b. whether the Controller Defendants controlled the Company;

c. whether "entire fairness" is the applicable standard of review;

d. which party or parties bear the burden of proof;

e. whether Defendants breached their fiduciary duties to Plaintiff and the Class;

f. the existence and extent of any injury to the Class or Plaintiff caused by any breach;

g. the availability and propriety of equitable re-opening of the redemption period; and

h. the proper measure of the Class's damages.

110. Plaintiff's claims and defenses are typical of the claims and defenses of other Class members, and Plaintiff has no interests antagonistic or adverse to the interests of other Class members. Plaintiff will fairly and adequately protect the interests of the Class.

111. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature.

112. Defendants have acted in a manner that affects Plaintiff and all members of the Class alike, thereby making appropriate injunctive relief and/or corresponding declaratory relief with respect to the Class as a whole.

113. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants; or adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members or substantially impair or impede their ability to protect their interests.

COUNT I
(Direct Claim for Breach of Fiduciary Duty Against the Director Defendants)

114. Plaintiff repeats and realleges each and every allegation herein as if set forth in full in this Count.

115. As directors of the Company, the Director Defendants owed Plaintiff and the Class the utmost fiduciary duties of care and loyalty, which subsume an obligation to act in good faith, with candor, and to make accurate material disclosures to the Company's stockholders.

116. These duties required them to place the interests of the Company stockholders above their personal interests and the interests of the Controller Defendants.

117. Through the events and actions described herein, the Director Defendants breached their fiduciary duties of loyalty and candor to Plaintiff and the Class by prioritizing their own personal, financial, and/or reputational interests in a manner unfair to and misleading Plaintiff and the Class by failing to adequately inform public stockholders of material information necessary to allow them to make an informed redemption decision.

118. As a result, Plaintiff and the Class were harmed due to the impairment of their redemption rights prior to the Merger.

119. In addition, by virtue of misstatements and omissions in the Proxy, members of the Class could not exercise their vote in an informed manner and approved the Merger with AutoLotto based on false and misleading information.

120. Plaintiff and the Class suffered damages in an amount to be determined at trial.

COUNT II
(Direct Claim for Breach of Fiduciary Duty Against the Officer Defendants)

121. Plaintiff repeats and realleges each and every allegation herein as if set forth in full in this Count.

122. As the most senior officers of the Company, the Officer Defendants owed Plaintiff and the Class the utmost fiduciary duties of care and loyalty, which

include an obligation to act in good faith, with candor, and to provide accurate material disclosures to the Company's stockholders.

123. These duties required the Officer Defendants to place the interests of the Company's stockholders above their personal interests and the interests of the Controller Defendants. The Officer Directors are not exculpated for breaches of their duty of care for actions taken in their capacity as officers (which include all actions set forth herein except their formal vote to approve the Merger).

124. Through the events and actions described herein, the Officer Defendants breached their fiduciary duties to Plaintiff and the Class by prioritizing their own personal, financial, and/or reputational interests and approving the Merger, which was unfair to the Company's public Class A stockholders. The Officer Defendants also breached their duty of candor by issuing the false and misleading Proxy, as well as making other false and misleading statements with regard to the Merger.

125. As a result, Plaintiff and the Class were harmed due to the impairment of their redemption rights prior to the Merger.

126. In addition, by virtue of misstatements and omissions in the Proxy, members of the Class could not exercise their vote in an informed manner and approved the Merger with AutoLotto based on false and misleading information.

127. Plaintiff and the Class suffered damages in an amount to be determined at trial.

COUNT III
(Direct Claim for Breach of Fiduciary Duty Against the Controller Defendants)

128. Plaintiff repeats and realleges each and every allegation herein as if set forth in full in this Count.

129. The Controller Defendants were Komissarov and the Sponsor. The Sponsor and Komissarov elected (and could remove at any time) the members of the Board, had deep personal and financial ties to the members of the Board they selected—through the granting of Founder Shares, and the granting of other financial incentives.

130. As such, the Controller Defendants owed Plaintiff and the Class fiduciary duties of care and loyalty, which include an obligation to act in good faith, and to provide accurate material disclosures to Trident stockholders.

131. At all relevant times, the Controller Defendants had the power to control, influence, and cause—and actually did control, influence, and cause—Trident to enter into the Merger.

132. Through the events and actions described herein, the Controller Defendants breached their fiduciary duties of loyalty and candor to Plaintiff and

Class members by failing to adequately inform public stockholders of material information necessary to allow them to make an informed redemption decision.

133. As a result, Plaintiff and the Class were harmed due to the impairment of their redemption rights prior to the Merger.

134. Plaintiff and the Class suffered damages in an amount to be determined at trial.

COUNT IV
(Direct Claim for Aiding and Abetting Breaches of Fiduciary Duties Against Chardan)

135. Plaintiff repeats and realleges each and every allegation herein as if set forth in full in this Count.

136. Chardan was aware of the Trident Defendants' fiduciary duties which, as set forth above, required that the Trident Defendants ensure that Trident's public stockholders' ability to make an informed redemption decision not be impaired.

137. Chardan knowingly participated in the Trident Defendants' breaches of their duties (and any exculpated care breaches by the Director Defendants), including the fiduciary duties of care and loyalty, which included an obligation to act in good faith, with candor, and to provide accurate material disclosures to stockholders.

138. Chardan exploited the competing financial interests between the Trident Defendants and Trident's public stockholders by conspiring with the Trident

Defendants and providing false and misleading information, and omitting material information, which was incorporated in public statements and filings. Chardan did so, because it too stood to gain a substantial financial windfall if the Merger were to overstate the value of Trident.

139. As a result of Chardan's aiding and abetting of the Trident Defendants' breaches of fiduciary duty, Plaintiffs and the Class were harmed by not exercising their redemption rights prior to the Merger.

140. Plaintiffs and the Class suffered damages in an amount to be determined at trial.

COUNT V
(Direct Claim for Unjust Enrichment Against All Defendants)

141. Plaintiff repeats and realleges each and every allegation and Count set forth above as if set forth in full herein.

142. As a result of the conduct described herein, the Trident Defendants breached their fiduciary duties to Trident public stockholders and were disloyal by putting their own financial interests above those of Trident public stockholders.

143. As a result of the conduct described herein, Chardan aided and abetted the Trident Defendants' breaches of fiduciary duties to Trident public stockholders, putting their own financial interests first.

144. Defendants were unjustly enriched by their disloyalty.

145. All unjust profits realized by Defendants should be disgorged and recouped by the affected stockholders.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment and relief in his favor and in favor of the Class, and against Defendants, as follows:

A. Declaring that this Action is properly maintainable as a class action;

B. Finding the Trident Defendants liable for breaching their fiduciary duties owed to Plaintiff and the Class;

C. Finding the Controller Defendants liable for breaching their fiduciary duties, in their capacity as the controllers of Trident, owed to Plaintiff and the Class;

D. Finding Chardan liable for aiding and abetting the breaches of fiduciary duties owed to Plaintiff and the Class by the Trident Defendants;

E. Finding that the Trident Defendants were disloyal fiduciaries that were unjustly enriched;

F. Awarding Plaintiff and the other members of the Class damages in an amount which may be proven at trial, together with interest thereon

G. Awarding rescission or rescissory damages to Plaintiff and the Class;

H. Ordering disgorgement of any unjust enrichment to the Class;

I. Certifying the proposed Class;

J. Awarding Plaintiff and the members of the Class pre-judgment and post-judgment interest, as well as their reasonable attorneys' and experts' witness fees and other costs; and

K. Awarding Plaintiff and the Class such other relief as this Court deems just and equitable.

Dated: April 3, 2023

GRANT & EISENHOFER P.A.

/s/ Kelly L. Tucker
Michael J. Barry (#4368)
Kelly L. Tucker (#6382)
123 S. Justison Street
7th Floor
Wilmington, DE 19801
Tel: (302) 622-7000
Fax: (302) 622-7100
mbarry@gelaw.com
ktucker@gelaw.com

Counsel for Plaintiff

GRANT & EISENHOFER P.A.

David Wissbroecker (*pro hac vice* application to be filed)
123 S. Justison Street
7th Floor
Wilmington, DE 19801
Tel: (302) 622-7000
Fax: (302) 622-7100

Counsel for Plaintiff

OF COUNSEL:

Michael Klausner
(*pro hac vice* application to be filed)
559 Nathon Abbott Way
Stanford, CA 94305
Tel: (650) 740-1194
klausner@stanford.edu