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Case No. 2023-0958-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NICHOLAS ALLEY, solely in his capacity as Representative of the former stockholders of AREA I, LLC,	)	C.A. No.
Plaintiff,	)	
v.	)	
ANDURIL INDUSTRIES, INC.,	)	
Defendant.	)	

VERIFIED COMPLAINT

Plaintiff Nicholas Alley ("Plaintiff," "Selling Stockholder Representative," or "Alley"), solely in his capacity as representative of the Selling Stockholders of Area-I, LLC ("Area-I" or the "Company"), by and through his undersigned counsel, for his Complaint against Defendant Anduril Industries, Inc. ("Defendant" or "Anduril"), alleges as follows:

NATURE OF THE ACTION

1. This is a case about honor, integrity and broken promises. In the defense industry where words like "honesty," "principle," and "reputation" are touchstones, counterparties to a commercial transaction expect commitments to be respected and fulfilled. Unsatisfied with purchasing a market-leading Uncrewed Autonomous Systems ("UAS") company with substantial deferred money, Defendant set about a course of action to starve Area-I of necessary resources and to divert revenue in

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order to avoid the payment of millions of dollars in bargained-for earnout payments. Area-I's post-contractual financial performance has exceeded expectations, with its UAS having been featured prominently in *The New York Times*. Eric Lipton, *Start-Ups Bring Silicon Valley Ethos to a Lumbering Military-Industrial Complex*, The New York Times, May 21, 2023. (Exhibit A) Area-I, through its Stockholder Representative, reluctantly turns to this Court to force Defendant to honor its clear contractual obligations.

2. This action involves Anduril's unlawful and bad faith conduct to deprive the Selling Stockholders of Area-I of at least $15 million in additional earnout payments provided for in the Purchase Agreement (defined below). Post-Closing, key resources were diverted away from the Company's core business and into new initiatives in reliance upon Anduril's repeated promises and assurances that the Selling Stockholders would be made whole for their sacrifices. Anduril took advantage of Plaintiff's trust and patriotism to trick the Company into developing game-changing military technologies at the risk of losing its bargained-for consideration. Anduril's actions were intended to impair the Company's ability to achieve proposed revenue targets that were reasonably obtainable and to reduce or eliminate the earnout payment.

3. Anduril entered into the Membership Interest Purchase Agreement with Area-I Holdings, LLC, Area-I Holdings 2, LLC (collectively, the "Sellers"), Area-I,

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LLC, certain individual trusts identified on Schedule 1 to the agreement (the "Selling Stockholders"), and Plaintiff, solely in his capacity as the representative of the Sellers and Selling Stockholders (the "Purchase Agreement"). (Exhibit B) Through the Purchase Agreement, Anduril acquired all the outstanding equity of the Company (the "Acquisition") on March 25, 2021.

4. At the time of the Acquisition, Area-I was a leading national aerospace defense company dedicated to the development of uncrewed aircraft technology. Specifically, Area-I is renowned for its military-grade ALTIUS product line, a best-in-class family of autonomous aircraft whose game-changing capabilities have been responsible for revolutionizing military doctrine and creating a genre of new vehicles called air-launched effects ("ALE"). ALTIUS, which stands for Agile-Launch Tactically Integrated Unmanned System, is a transforming, autonomous robotic aircraft that can be stored in a tube for long periods of time and launched at a moment's notice from a mothership such as an airplane, helicopter, boat, or ground vehicle. There are several sizes of ALTIUS aircraft currently in production; *e.g.*, the ALTIUS-600 and ALTIUS-700. The ALTIUS is predominantly used by defense entities, such as the U.S. Special Forces and the U.S. Army, as it can be configured with various payloads to carry out a wide array of military missions. Some payload examples include infrared cameras for enemy surveillance, laser designators for laser-guided munitions targeting, electronic warfare payloads to confuse enemy

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radar systems and detect enemy transmissions, and warheads that allow the ALTIUS to serve as a loitering munition. The munitions line of ALTIUS are typically designated with an "M" (*e.g.*, ALTIUS-600M). While the ALTIUS is primarily a military platform, there are also some civilian use cases, and last fall an ALTIUS-600 outfitted with a meteorological payload was launched from the National Oceanic and Atmospheric Administration's P-3 into the eye of Hurricane Ian where it collected meteorological data never before collected in a hurricane.

5. The Purchase Agreement required Anduril to, among other obligations, make an annual earnout payment to the Selling Stockholders if certain revenue targets were exceeded for any calendar year in the three-year period after the Acquisition (the "Earnout Period"). Despite the Company achieving its target revenue for calendar year 2022, Anduril has not fully complied with its obligations under the Purchase Agreement and has failed to make the full earnout payment for 2022 that accurately reflects the revenue achieved by the Company.

6. Following the Acquisition, the Company, in consultation with Anduril, committed key personnel and significant resources to certain of Anduril's internal initiatives instead of to the Company's core business, which, for over a decade, was the production and sale of its fleet of UAS. Specifically, the Company diverted its resources to Anduril's business initiatives in the United States and abroad, as well as to internal research and development on loitering munitions, which are aerial

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weapons in which the munition can loiter passively and clandestinely around a target area and engage once a target is located ("Loitering Munitions Project").

7. Both Plaintiff and Anduril recognized the massive, long-term multi-billion-dollar economic value of the Loitering Munitions Project. The Company's UAVs are currently playing a critical role in the war in Ukraine. While Plaintiff recognized the potential of the Loitering Munitions Project, he was also cognizant of his duties to the Selling Stockholders and the impact that diverting key resources away from Area-I's core business to the Loitering Munitions Project would have on potential earnout payments.

8. Plaintiff repeatedly expressed his reservations to Anduril's executive officers. In response to Plaintiff's concerns, Anduril made numerous promises and assurances that, at the end of calendar year 2022, it would increase revenue calculations for Area-I to allocate value to the Company for the resources diverted to the Loitering Munitions Project during the Earnout Period. Based upon Anduril's repeated assurances and its ownership and dominion over the Company, Plaintiff, as CEO of the Company, pursued the alternative business lines to the substantial short-term and long-term benefit of Anduril. Plaintiff would not have acquiesced absent the promises and assurances that Anduril made before the resources and personnel were diverted.

9. Over the course of 2022, the Company sacrificed approximately $10

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million of its resources to support the Loitering Munitions Project, allowing Anduril to earn substantial, additional revenue from this project in 2023 and beyond. It is currently estimated that Loitering Munitions is a multi-billion-dollar business opportunity. Throughout 2022, Anduril continued to make false assurances that it would allocate value when the time came to determine the Company's revenue for purposes of calculating earnout for calendar year 2022.

10. The diversion of the Company's resources and personnel to the Loitering Munitions Project had a material detrimental impact on the Company's ability to realize near-term revenue. The Company had to modify and/or halt existing revenue producing programs and project orders due to the reallocation of resources to the Loitering Munitions Project. However, when the time came to make the 2022 earnout calculation, and despite its promises and assurances, Anduril refused to make appropriate adjustments to revenue to account for the sacrifice of Company resources. Anduril's actions amounted to operational misconduct of the Company's business.

11. Anduril has tried to assuage Plaintiff's justifiable concern that Anduril will commit the same wrongful acts in calculating the calendar year 2023 earnout by providing Plaintiff with certain financial performance representations regarding the determination of Target Annual Revenue (defined below) for calendar year 2023. In connection with these representations, Anduril, however, has refused to provide

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Plaintiff with reasonable access to Anduril's books, records, financial information, work papers, and supporting data that is contractually required so that Plaintiff can make a determination as to the accuracy of Anduril's representations.

12. Through this action, Plaintiff asserts, on behalf of the Selling Stockholders, claims for breach of contract, breach of the implied covenant of good faith and fair dealing, specific performance, promissory estoppel, and unjust enrichment against Anduril, and seeks damages in an amount no less than $15 million for the earned but unpaid contractual payments due to the Selling Stockholders for calendar year 2022.

THE PARTIES

13. Plaintiff Nicholas Alley is an individual who resides at 128 Creekview Lane, Canton, GA 30115. Plaintiff is the duly appointed representative, agent, and attorney-in-fact for the Sellers and Selling Stockholders, the former owners of Area-I, for disputes arising out of the Purchase Agreement, pursuant to Section 11.1 of the Purchase Agreement. Plaintiff brings this action solely in his capacity as the Representative of the former stockholders of Area-I.

14. Anduril is a Delaware corporation with its principal place of business at 1375 Sunflower Drive, Costa Mesa, California, 92626 and a registered agent for service at Incorporating Services, Ltd., 3500 South DuPont Highway, Dover, Delaware 19901.

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15. Area-I is a Delaware limited liability company. Area-I is a national aerospace company dedicated to the development of state-of-the-art UAS.

JURISDICTION AND VENUE

16. This Court has personal jurisdiction and venue is proper because Anduril agreed, as a party to the Purchase Agreement, to submit itself and any dispute arising out of the Purchase Agreement to the exclusive jurisdiction of this Court or any federal court sitting in Wilmington, Delaware. (Purchase Agr. § 11.10.) The Purchase Agreement further provides that service of process may be made on any party to the Purchase Agreement by, among other methods, registered or certified mail, overnight courier, or electronic mail. (Purchase Agr. §§ 11.10, 11.8.)

17. This Court has subject matter jurisdiction over this action pursuant to 10 *Del. C.* § 341 and 6 *Del. C.* § 18-111.

18. The Purchase Agreement and the claims asserted herein are governed by, and must be construed in accordance with, the laws of the State of Delaware. (Purchase Agr. § 11.9.)

FACTUAL BACKGROUND

A. Area-I's Business

19. In 2021, Area-I was a prime target for acquisition. Its ALTIUS line of UAS was the market leader in an industry that was exploding. The United States Military, the prime focus of Area-I's business, had eagerly adopted Area-I's "best-

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in-class" technology in an attempt to manage battlefield risk and expense while improving combat outcomes. UAS had the joint benefits of being less expensive than traditional airborne weaponry while keeping personnel—our most precious asset—out of harm's way. Anduril's co-Founder and CEO Brian Schimpf coveted this capability, touting "[b]eing able to have these expendable platforms go in and not risk any humans is absolutely critical." Garrett Reim, *Anduril acquires air-launched effects maker Area-I*, FlightGlobal.com, April 1, 2001. (Exhibit C) UAS technology, led by Area-I, was, and remains, a critical future component of U.S. military strength around the World.

20. ALTIUS is not the only successful product that Area-I created under Alley's leadership. Area-I also created: an unmanned Prototype-Technology Evaluator and Research Aircraft ("PTERA"), a sophisticated flying laboratory designed to evaluate high-risk aerodynamic technologies without endangering any human operators that has been used by NASA and Boeing; a multi-agent mission-generation software tool called "ReMAP" that was designed to assist human operators to manage single and multiple UAS efficiently and is currently used onboard ALTIUS platforms to execute a wide array of missions; and an Integrated Multi-mode Propulsion System for UAS Leveraging Speed and Endurance ("IMPULSE") which provides small form-factor UAS with a high-energy-density

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power system, extending its endurance while maintaining the capability to move quickly for rapid response.

21. Area-I's financial position in 2021 was very strong. It was an attractive target for acquisition because the Company carried no debt and had a large backlog of work with the U.S. Government. Area-I did not need to be acquired. However, given the time-consuming and, at times, plodding nature of government contract work and the related revenue recognition, Area-I's near-term growth was constrained. Its leadership recognized that additional capital and associated resources would "pour gas on the fire" and launch Area-I into the next level of productivity and profitability.

22. Anduril, on the other hand, was a very young company (founded in 2017) seeded by early stage Silicon Valley investors prospecting for new technologies and increased growth in the Government Contracts industry. Best known for its software platform LATTICE, Anduril's own attempts at developing hardware solutions were faltering and far behind Area-I. "Anduril acquired Area-I to marry its automation and data-sensing technology from Anduril with the hardware capabilities of the Atlanta-based drone developer, the companies' CEO said in an interview with FedScoop." Jackson Barnett, *Anduril buys small drone company, expanding its innovative tech portfolio,* Fedscoop.com, April 1, 2001. (Exhibit D) An acquisition of Area-I was designed to teleport Anduril into the frontline of U.S.

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military hardware and software contractors.

23. Since its founding in 2009 by the Plaintiff while on the faculty at Georgia Tech, Area-I had grown rapidly in both size and reputation. Starting with just one employee, Area-I employed 90 people by 2021. Area-I and its ALTIUS product line was becoming a key component in the "tip of the spear" for the Special Forces and the U.S. Army around the world.

24. In the years leading up to the Acquisition, Area-I's revenues were consistent and growing. Based upon information currently in Plaintiff's possession, Area-I's annual revenues leading up to this dispute were:

2015	$1.84m
2016	$2.64m
2017	$3.52m
2018	$7.91m
2019	$11.3m
2020	$16.5m
2021	$29.7m

25. Area-I's primary business was the ALTIUS product line, which was adapted to different military environments and requirements. Under that main product line were dozens of dedicated programs. The programs whose revenue potential was adversely impacted by the Loitering Munitions Program were:

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a) ALE—Air Launched Effects are small UAS or payloads released midair by larger aircraft. A substantial piece of business was in collecting "expended" ALE and refurbishing them for re-use.

b) PTAS—Precision Targeting Acquisition Seeker, which was a US Army-run research program that uses ALTIUS and Area-I guidance software.

c) HSMM—High-Speed Maneuverable Missile, which was a US Army-run research program wherein Area-I was designing a new long-range missile that can be used for testing systems such as PTAS.

B. Anduril's Acquisition of Area-I

25. On or about February 1, 2020, Anduril and the Company began initial discussions regarding a potential transaction. On February 12, 2020, the parties executed an Agreement of Disclosure and Safeguarding of Proprietary Information.

26. On January 12, 2021, the Company and Anduril entered into a non-binding term sheet pursuant to which Anduril would acquire the Company. The parties entered into an additional Non-Disclosure Agreement on January 20, 2021, and the parties subsequently negotiated and executed the Purchase Agreement on March 25, 2021.

27. On March 25, 2021, Anduril executed an employment agreement with Alley ("Offer Letter") whereby Alley would serve as the Company's chief executive officer. (Exhibit E)

C. Key Terms of the Purchase Agreement

28. The key term of the Purchase Agreement that resulted in Area-I agreeing to a lower amount of cash paid at Closing was the earnout provision that

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required Anduril to make specified payments to the Selling Stockholders if certain revenue thresholds were met over the agreed-upon Earnout Period. (Purchase Agr. §2.3.)

29. The earnout payments were tied directly to the future performance of Area-I's business in each of the three years post-Closing—specifically, its ability to meet or exceed certain revenue targets in each year. (*Id.* § 2.3.1.) Those revenue targets were developed based on Area-I's past performance and forecasts, and, if Area-I continued on its then-current trajectory, Area-I and the Selling Stockholders had a reasonable expectation that the revenue targets would be readily achievable.

30. The revenue targets were based on the Company continuing independently as a going concern and having full resource availability to focus on Area-I's existing programs. In agreeing to the proposed revenue targets, the parties did not contemplate that Area-I resources would be lost because they were sacrificed for Anduril's sole benefit.

31. The schedule for revenue targets for Area-I was heavily negotiated by the parties and memorialized in the "Earnout Proposal," defined in the Purchase Agreement to mean the illustration attached to the Purchase Agreement as Exhibit B. (*Id.* §§ 2.3.1, 1.)

32. Although both the revenue targets and the earnout amounts payable differed for each of the three years, the basis for each of the three earnout payments

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was "Target Annual Revenue." (*Id.*) The Purchase Agreement defined "Target Annual Revenue" as "the annual revenue of the Acquired Entities, calculated in accordance with GAAP (unaudited) and consistent with the Acquired Entities' past practice of calculating annual revenue."

33. Anduril agreed to deliver to the Selling Stockholder a reasonably detailed statement of Target Annual Revenue for the preceding fiscal year by March 31st following the end of each calendar year 2021, 2022, and 2023, and to make the earnout payment to the Selling Stockholders within five (5) business days after the final determination of Target Annual Revenue. (*Id.* § 2.3.4.)

34. The Selling Stockholder Representative was entitled to object to Anduril's calculation of Target Annual Revenue by delivering notice of objection and setting forth any objections that the Selling Stockholder Representative has to Anduril within thirty (30) days after Anduril's delivery of the reasonably detailed statement of Target Annual Revenue. (*Id.* §§ 2.3.4, 2.8.)

D. After Closing, Area-I Resources are Sacrificed for Buyer's Projects

35. In his role as CEO of Area-I, Alley continued his long-standing practice of surveying the industry and identifying new business opportunities for the Company. Alley determined that Loitering Munitions was a high ceiling market that was ripe for development. Alley approached his new bosses—CEO Schimpf, CFO Michael Galvin and CLO Babak Siavoshy—about a possible new Loitering

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Munitions Project. He told them that the new Project would necessitate a significant diversion of Area-I resources. Alley recognized, and immediately raised, his concerns about the likely impact of the diversion of Area-I resources on the Earnout payments due to the Selling Shareholders. CEO Schimpf and his management team encouraged Alley to pursue this new venture and reassured Alley that the Earnout payments would not be negatively impacted by the effort.

36. The Loitering Munitions Project included: (i) certain internal research and development initiatives ("IRAD"), particularly for loitering munitions, and the development of the ALTIUS 600M and 700M—adaptable UAS that can accommodate multiple seeker and warhead options; and (ii) the diversion of the Company's resources to Anduril's business lines in Australia, the United Kingdom, the Middle East, and the United States.

37. The Loitering Munitions Project constituted a business endeavor into a different product line from what Area-I had specialized in, was purchased for, and was anticipated by the Purchase Agreement.

38. At the direction of Anduril and its senior management, all potential revenue earned from the Loitering Munitions Project was held separately from Area-I's revenue and distinct from the metrics used to determine the earnout payments due to the Selling Stockholders under the Purchase Agreement.

39. For the Loitering Munitions Project, CLO Babak Siavoshy assured

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Alley that Anduril would be considered the customer and that Area-I would receive credit for the revenue generated due to the Company's efforts. Specifically, Anduril promised to adjust revenue calculations for Area-I at the end of calendar year 2022 to allocate value for the Loitering Munitions Project to the Company's revenue calculation.

E. Anduril's Loitering Munitions Project is Propelled By Company Resources

40. To Anduril's direct benefit, the Company began prioritizing the Loitering Munitions Project at the expense of the Company's other projects and, in turn, to the detriment of its revenue generating programs.

41. Over the course of 2022, the Company worked with its pre-existing customers to extend contracts (and related payments), delay deliverables, and in some instances, halt projects, causing a material and negative impact to the Company's revenue for calendar year 2022.

42. Due to the diversion of resources away from the Company and into the Loitering Munitions Project, Area-I's capacity to generate revenue fell below the level anticipated by the parties at the time that they entered into the Purchase Agreement.

43. As an example, Area-I had an existing contract with the United States military for the refurbishment of previously flown ALTIUS airframes ("ALE Refurbishment"). The Company had a contract with the U.S. Army's Technology

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Development Directorate—Aviation (TDD-A). This contract was largely used by the Army to perform research regarding Air-Launched Effects capabilities and the Company was able to recover most of the ALTIUS airframes used during those efforts—even though the ALTIUS is typically considered to be an expendable system—with minimal damage. The Company created "refurb kits" that consisted of the airframe components that were damaged during the recovery and used those kits to restore the used airframes to flight status.

44. For several TDD-A ALE contracts, including Task Order Nos. 11, 12, and 13, all labor was anticipated to be completed within the calendar year 2022, but could not be completed due to lack of resources.

45. The Program Manager for these ALE Task Orders calculated the amount of revenue lost in labor for Task Order Nos. 11, 12, and 13 to be $894,822.86 in calendar year 2022.

46. For another example, PTAS missed the opportunity to capture an additional $1,600,000 to $2,600,000 of revenue because it did not have the software resources available to devote to the development of a certain contract, PO 21-453, causing the contract to be delayed. The PTAS customer for PO 21-453 typically performs 2-3 flight-test events annually, and awards the Company new scopes of work after each phase of hardware/software testing and flight testing is completed. In each calendar year, the Company is ordinarily able to achieve two developments

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tests and one demonstration. Due to delays, the Company was only able to perform one development flight test event, did not begin the next iteration of software development, and removed the common simulation framework development scope.

47. The Program Manager for PTAS approximated that the common simulation framework development scope would be worth approximately $310,000, the materials for each test cost around $500,000-$800,000, and the next phase of software development would have been worth between $800,000 and $1,500,000 in calendar year 2022.

48. For HSMM, the Company did not have the resources to prioritize a subcontract to Dynetics despite the client wanting to sign on as soon as possible. Once the subcontract was awarded, the Company still only had part of the resources necessary to kick-off the project, which required an extension of the project and resulted in Area-I missing approximately six months of revenue. The Program Manager reported that if the Company had its full complement of resources, it could have realized approximately $2,100,000 in labor and $300,000 in materials in calendar year 2022.

49. Despite CLO Siavoshy's assurances to Alley, and Area-I's commitment to the Loitering Munitions Project, Anduril refused to provide the Company with an approval ledger that documented that Area-I could realize revenue for its efforts.

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50. To date, Anduril has only honored its promise to Area-I in connection with a single contract that the Company performed on Anduril's behalf, involving the delivery of ALTIUS airframes to the United Kingdom as well as the execution of a flight demonstration in the UK (the "Leonardo Contract"). Anduril directed the Company to deliver the airframes and perform the flight demonstration for Leonardo in December 2022, before Leonardo paid the Company. Area-I again prioritized the Leonardo Contract over its own revenue-producing programs. Because payment was not received until 2023, Anduril initially refused to attribute any revenue to Area-I's 2022 calendar year earnout calculation, but, in March 2023, belatedly recognized the $1,359,233 in work that was performed on its behalf.

F. Plaintiff's Good Faith Efforts to Reconcile 2022 Target Annual Revenue to Account for the Sacrifice of Key Company Resources for the Loitering Munitions Project

51. In late July 2022, Alley was advised by internal management for Area-I that it would likely not realize revenue related to ALE Refurbishment in calendar year 2022 if the Company continued to prioritize the Loitering Munitions Project. Alley brought this issue to CEO Schimpf's attention. In response, CEO Schimpf assured Alley that the appropriate adjustments would be made to Area-I's Target Annual Revenue calculation for the calendar year 2022, as was agreed upon by the parties. As a result of this discussion, and for the next several weeks, the parties discussed identifying data that would support Area-I's recognition of revenue in

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connection with the ALE Refurbishment in calendar year 2022 if it shifted its attention to the Loitering Munitions Project.

52. In September 2022, Alley and CLO Siavoshy spoke on the telephone. Alley expressed his concern over Anduril under-crediting Area-I with revenue for the Loitering Munitions Project in light of the fact that the Company would not be able to recognize approximately $1,500,000 in backlogged revenue related to the ALE Refurbishment. During this conversation, CLO Siavoshy again assured Alley that Anduril would honor any revenue that Area-I lost in calendar year 2022 due to the prioritization of the Loitering Munitions Project in calculating the Company's Target Annual Revenue. CLO Siavoshy advised that Anduril would make the appropriate adjustments after the end of the 2022 calendar year.

53. On October 13, 2022, Alley sent CEO Schimpf a spreadsheet with proposed calculations for calendar year 2022 that considered costs expended by the Company for the Loitering Munitions Project as if those costs were priced for an external customer. Alley's calculations were consistent with the Company's past practices of calculating revenue, as required by the Agreement. Alley estimated that $19,150,681 in costs would be attributable to the Loitering Munitions Project, as opposed to $1,427,962 for calendar year 2021. Alley further estimated that, with the costs for the Loitering Munitions Project added back in, the Company would have achieved at least $54,150,681 in revenue for calendar year 2022. (Exhibit F) This

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adjusted revenue amount would have generated a contract-maximum 2022 Earnout Payment of $40,000,000.

54. Upon information and belief, it was at this time that Anduril's Executive Suite first realized the impact of reallocating the Loitering Munitions revenues on the 2022 Earnout Payment and embarked upon its scheme to reduce or eliminate the Selling Shareholders' bargained-for deferred compensation.

55. On November 3, 2022, which turned out to be a very busy day, Alley followed-up with CFO Galvin and CEO Schimpf about Alley's spreadsheet and proposed revenue allocation. CEO Schimpf and CFO Gavin continued to reassure Alley during a telephone call that Area-I would be made whole and its 2022 Earnout Payment would be protected.

56. Later that day, Schimpf memorialized the telephone call via email and advised that Anduril "expect[s] getting full picture on the earn out questions at hand will take time, and we have until end of Q1 to get everything fully resolved as well as full picture on how the year turns out." (Exhibit G) CEO Schimpf continued that "[Alley] will flag specific decision points we need to make that have direct revenue tradeoffs and we'll get to a decision fast. [Alley], please also specify suspense date so everyone is on the same page with how fast." CEO Schimpf further advised that "on the refurb kits, [Alley] will come back with the specific dates/questions at hand."

57. Alley responded later that same day and advised that the primary issue

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was the backlog related to the ALE Refurbishment. (*Id.*) Alley explained that, at Anduril's direction during calendar year 2022, Area-I had prioritized parts purchases for and the assembly of, the ALTIUS 600M for the Loitering Munitions Project, which resulted in a delay in completion of the refurbishment kits until 2023. Alley clarified that material costs for the refurbishment kits was approximately $2,900,000, and approximated $2,000,000 in labor that could have been dedicated to paying work. At Anduril's direction, Alley had instructed project managers to delay execution on the ALE Refurbishment, PTAS, and HSMM contracts in order to focus on the development of the ALTIUS 600M.

58. CFO Galvin responded later that same day and told Alley that Anduril was doing "the math" on what new indirect rates would be possible, and the total contract availability based on those rates. (Exhibit H) Further, CFO Galvin said that Anduril's team had made progress in determining the material costs for the refurbishment kits to use in the calculation. CFO Galvin committed that Anduril's team would continue to work on the calculation and, in the coming days, "agree[] 100% on indirect rates math and contracts gross capacity… [t]hen, the task of determining how much '22 revenue we would try to get from those rates, by contract, is next step and should go pretty quickly…." CFO Galvin further advised that actual customer invoicing may need to be considered, which would not be available until January 2023, but the described steps would give "us a 90% picture of what revenue

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capture is coming[] (which helps our overall earnout discussion)[.]"

59. Also on November 3, 2022, Alley responded by suggesting that Area-I could still stop assembly of the ALTIUS 600M airframes (the Loitering Munitions Project) and use those components and labor to finish the ALE Refurbishment kits in order to realize their 2022 revenue. (*Id.*) Alley further expressed that he was comfortable delaying the decision on the actual dollar amount that will be realized so long as Anduril agreed to include the ALE Refurbishment kits as back logged revenue for calendar year 2022.

60. The next day, on November 4, 2022, Alley reiterated the choice to Anduril that the Company could stop ALTIUS 600M production and redirect its efforts to the ALE Refurbishment kits or that the parties could fundamentally agree that the ALE Refurbishment revenue would be included in the calendar year 2022 Target Annual Revenue with the understanding that the exact value could not immediately be calculated.

61. Suddenly, and without warning, on December 20, 2022, CEO Schimpf announced to Alley over a Zoom videoconference that Anduril would like Alley to step down as CEO and that Anduril intended to dissolve the Area-I brand. Alley expressed opposition to the plan, and on January 2, 2023, sent an alternative proposal regarding his continued role with the business.

62. On January 11, 2023, CEO Schimpf advised Alley at an in-person

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meeting that he had reviewed Alley's proposal, but that he would proceed with Anduril's plan. CEO Schimpf and Alley discussed the 2022 Earnout Payment during that meeting and CEO Schimpf did not retreat from his previous assurances of fair treatment to Area-I.

63. On January 29, 2023, Alley sent CEO Schimpf and CLO Siavoshy an email expressing concern regarding Anduril's choice "to go dark and not respond" regarding his role within Area-I and Anduril and Area-I's ability to achieve the earnout going forward. (Exhibit I) In response, CEO Schimpf responded via email that "for 2022 there's a bunch of details still coming together on what the revenue was, and that should play out over the next few weeks hopefully." Further, that "[f]or 2023, I'm very optimistic."

64. On February 3, 2023, Alley sent CLO Siavoshy a proposal for reconciling earnout for calendar year 2022. (Exhibit J) This proposal was calculated using newly available information regarding the resources diverted from the Company to the Loitering Munitions Project and was consistent with Area-I's past practices for calculating revenue. Pursuant to Area-I's revised calculations, the Company lost revenues of approximately $4,900,000 due to the prioritization of the Loitering Munitions Project over Area-I's existing business. For Advanced Development Programs, this included $3,000,000 in labor, $1,000,000 in materials, and $900,000 in air-launched effects.

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65. In his February 3, 2023, email, Alley explained to CLO Siavoshy that a majority of the Company's resources during calendar year 2022 were dedicated to accelerating programs that furthered the revenue value of the Loitering Munitions Project. Pursuant to Area-I's calculations, the value of the work performed by the Company on Anduril's behalf was $10,434,012. (*Id.*) This calculation includes $4,354,267 in labor and $6,079,745 in materials, travel, and other costs.

66. Having not heard from Anduril, on February 9, 2023, Alley sent an email to Anduril VP of Legal Chase Johnson, who reported directly to CLO Siavoshy, explaining that he was upset with the lack of communication from the Company. (Exhibit K) He also expressed his desire to resolve the final calculation for lost revenue due to the prioritization of the Loitering Munitions Project immediately given the revenue figures now available to the parties. Attorney Johnson avoided providing a substantive response to the question by simply referring to the fact that the Purchase Agreement sets a date for calculation of Target Annual Revenue. Attorney Johnson also expressed his understanding of Alley's frustration.

67. On March 6, 2023, Alley sent Attorney Johnson another email requesting an update on the earnout but did not receive a response. (Exhibit L)

68. On March 13, 2023, Anduril relayed to Alley that its initial calculation of Area-I's total revenue for calendar year 2022 was $42,570,184.69, which included

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the initial revenue figure of $37,800,000 million plus $4,700,000 in recouping adjustments due to interest rate increases. (Exhibit M) Anduril's total revenue calculation for the Company in calendar year 2022 failed to include any lost revenue due to Anduril's diversion of the Company's resources to the Loitering Munitions Project that the parties had been discussing for months.

69. In response to receiving this information, Alley emailed CLO Siavoshy, CEO Schimpf, and Attorney Johnson on March 14, 2023, and again requested a status concerning the reconciliation of lost revenue in the Company's Target Annual Revenue calculation due to the Loitering Munitions Project. CLO Siavoshy responded that an update would be forthcoming.

70. Two weeks passed without response. On March 31, 2023, Plaintiff requested another update, and was advised by CLO Siavoshy that the "official earnout calculation" would be forthcoming. (Exhibit N)

G. Anduril Delivers Calendar Year 2022 Earnout for Area-I and Fails to Account for the Value Diverted Out of Area-I's Business

71. Finally, and later on March 31, 2023, Anduril delivered a formal notice to the Selling Stockholder Representative under Section 2.3.4 of the Purchase Agreement (the "Buyer's Notice"). (Exhibit O) In the Buyer's Notice, Anduril indicated that: (i) its calculation of the Target Annual Revenue for the calendar year 2022 is $40,416,279.77; (ii) it would agree that, subject to the Selling Stockholder Representative's acceptance and agreement to the terms of the Notice of 2022 Target

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Annual Revenue, that the Target Annual Revenue for the calendar year 2022 shall be deemed to be $41,775,512.77 as a result of a proposed $1,359,233 adjustment to revenue in connection with the Leonardo Contract; and (iii) the resulting earnout payment for calendar year 2022 shall be $9,000,000.

72. Other than the Leonardo Contract adjustment, the Buyer's Notice fails to credit any revenue from the Loitering Munitions Project to the Company's Target Annual Revenue, despite Anduril's repeated promises and assurances.

73. Anduril's March 31st revenue calculation was several million dollars below its March 13th calculation and more than $7,000,000 below Alley's February 3rd calculation.

74. On April 14, 2023, Selling Stockholder Representative delivered notice to Anduril under Section 2.3.4 and 2.8 of the Purchase Agreement (the "Notice of Objection"). (Exhibit P) In the Notice of Objection, Selling Stockholder Representative disputed the contents of the Buyer's Notice of 2022 Target Annual Revenue. Specifically, that: (i) Anduril's proposed adjusted 2022 Target Annual Revenue results in an earnout payment of $12,000,000 (not $9,000,000) pursuant to the terms of the Purchase Agreement; (ii) Anduril improperly failed to adjust Target Annual Revenue to account for its diversion of the Company's resources to Buyer projects during calendar year 2022, causing the Company to be unable to realize approximately $5,894,822.86 in additional revenue for calendar year 2022; (iii) the

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actual Target Annual Revenue for calendar year 2022, after accounting for unrealized additional revenue, would have been approximately $47,670,335; and (iv) the resulting earnout payment for calendar year 2022, as contemplated in Section 2.3.1(ii) of the Purchase Agreement should be $27,000,000.

75. Anduril ultimately conceded that it misinterpreted the Earnout Schedule attached as Exhibit B to the Agreement and that it owed Area-I at least $12,000,000 for the 2022 Earnout. Anduril, however, refused to make any additional adjustments to its 2022 Target Revenue Calculation despite months of assurances by Anduril at its highest levels.

76. On June 13, 2023, the Parties executed the Letter Agreement Regarding 2022 Earnout Payment wherein (1) Anduril agreed to pay $12,000,000 towards the 2022 Earnout Payment; and (2) Area-I expressly reserved its right to bring this action. (Exhibit Q)

77. Anduril maintains that it owes nothing more than the $12,000,000 that it reluctantly paid Area-I. Anduril has continued to refuse to honor its promises that it would provide fair value for the sacrifice of Company resources for the benefit of the Loitering Munitions Project. Anduril has taken the untenable position that it expected Area-I to be able to continue producing UAS at its pre-Closing rate while still focusing on research and development into the novel internal initiative that it demanded. Anduril's actions amount to operational misconduct of the Company's

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business.

H. Anduril Delivers a Projection for Its Determination of Target Annual Revenue for Calendar Year 2023 But Refuses to Provide Plaintiff with Information Concerning Its Calculation

78. As of August 2023, the parties were continuing to negotiate a solution for Anduril's refusal to account for the value that it diverted out of Area-I in connection with the 2022 Earnout Amount.

79. On August 17, 2023, Anduril, through its counsel, made certain financial performance representations concerning the Company's anticipated 2023 revenue and the related 2023 Earnout Amount to Plaintiff in an attempt to resolve the parties' disputes. During the call it was represented that Plaintiff would be provided with financial information concerning anticipated UAV sales which would positively impact the Company's Targeted Annual Revenue.

80. On August 24 and 31, 2023, Plaintiff followed-up with Anduril for the financial information that was promised during the August 17, 2023 telephone call.

81. On August 31, 2023, Anduril provided Plaintiff with a one paragraph email summary projection for its determination of Target Annual Revenue for calendar year 2023.

82. On September 7, 2023, Plaintiff asked to review Anduril's books and records concerning Anduril's projection for its determination of Target Annual Revenue for calendar year 2023. Specifically, Plaintiff requested the opportunity to

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review the books and records with Anduril's executives in order to better understand the projections.

83. To date, Anduril has failed to provide Plaintiff with the books and records requested, or any other information concerning Anduril's projection for its determination of Target Annual Revenue for calendar year 2023.

84. As a result of Anduril's failure to provide Plaintiff with contractually required access to books and records, Anduril is in breach of Section 2.3.4 of the Purchase Agreement.

I. Damages to the Selling Stockholders

85. By Anduril's calculation, Area-I achieved the Target Annual Revenue of $41,775,512.77 that equates to the earnout compensation of $12 million for calendar year 2022. Recognizing more than $5.8 million in additional, but diverted, revenue raises the appropriate 2022 earnout calculation to $27 million. Anduril has reluctantly paid the initial $12 million, but continues to refuse to honor its entire 2022 Earnout Payment of $27 million.

86. Through its broken promises and false assurances, Anduril interfered with Area-I's ability to achieve a higher Target Annual Revenue for calendar year 2022. Selling Stockholders have been damaged because they have not been paid what they were due, and they sold their business for less than they reasonably expected to obtain.

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COUNT I
(Breach of Section 2.3 of Purchase Agreement for Improper Earnout Calculation)

87. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

88. The Purchase Agreement is a fully executed and binding agreement.

89. In Section 2.3.1(ii) of the Purchase Agreement, Anduril agreed that the earnout payment owed to the Selling Stockholders must be determined in accordance with the Earnout Proposal.

90. The Company, in consultation with Anduril, agreed to sacrifice key personnel and other Company resources for the benefit the Loitering Munitions Project during calendar year 2022.

91. Because of the diversion of key Company resources, the Company failed to realize additional revenue in calendar year 2022 that would have qualified for and increased the earnout payment.

92. As a result of Defendant's intentional bad acts, the Company was unable to recognize approximately $5,894,822.86 in additional revenue for the 2022 earnout calculation. If the revenue lost to the Company due to the sacrifice of its resources had been properly accounted for, the Company's 2022 earnout would have been no less than $27,000,000.

93. Anduril has only advanced $12 million of its required $27 million

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Earnout Payment for 2022.

94. Anduril has breached the Purchase Agreement by, among other things, refusing to pay the Selling Shareholders the total 2022 earnout.

95. Plaintiff and the Selling Stockholders have fully complied with their obligations under the Purchase Agreement and are entitled to all of the benefits and protections afforded under the Purchase Agreement.

96. Plaintiff is entitled to damages in an amount no less than $15,000,000 as a result of Anduril's breach of Section 2.3 of the Purchase Agreement, to include court costs, and reasonable fees and expenses.

COUNT II
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

97. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

98. Under Delaware law, a covenant of good faith and fair dealing is implied in every contract.

99. Plaintiff's willingness to enter into the Purchase Agreement was dependent upon Anduril's explicit agreement in terms designed to enhance the achievement of total Target Annual Revenue. As a result, the implied covenant required Anduril to use reasonable efforts to enable the achievement of this goal, and not to take steps that would hinder its achievement of this goal and thereby limit any earnout payment.

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100. The Purchase Agreement does not, in its express terms, require Anduril to refrain from directing Area-I from diverting Company resources to Anduril's own unrelated internal initiatives, such as the Loitering Munitions Project. This requirement would have been too obvious for the parties to expressly articulate in the Purchase Agreement at the time it was executed. To the contrary, the Purchase Agreement, and more specifically, the provisions governing the earnout payment, were agreed upon based on the Company's full resource availability and capability to focus on existing Area-I programs. Accordingly, there exists in the Purchase Agreement a gap that this Court should fill with the implied covenant of good faith and fair dealing under Delaware law.

101. Instead of acting in good faith as required, Anduril acted in bad faith by using improper tactics to deny Plaintiff the benefit of his bargain. As set forth above, Anduril directed the Company to direct its resources from the production of UAS to the Loitering Munitions Project to ensure that the Company would not be able to achieve the earnout, and in doing so, made numerous false statements to Plaintiff to ensure that the earnout payment would be reduced.

102. By operation of law, the Purchase Agreement includes an implied covenant that Anduril will not engage in unreasonable or underhanded tactics to deny the Selling Stockholders the fruits of the parties' bargain with regard to earnout payments.

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103. Anduril acted with the intent of reducing the earnout payment to the Selling Stockholders.

104. Anduril's actions undermined Area-I's capacity to generate revenue below the level reasonably expected by the parties at the time that they entered into the Purchase Agreement.

105. Anduril's actions amounted to operational misconduct of the Company's business.

106. Anduril's actions defeat the reasonable expectations for which the Selling Stockholders bargained in the Purchase Agreement.

107. As a proximate result of Anduril's breach of its implied covenant of good faith and fair dealing, Plaintiff has been damaged in an amount to be determined at trial, to include court costs, and reasonable fees and expenses.

COUNT III
(Specific Performance Requiring Anduril to Adjust the 2022 Earnout Amount for Anduril's Actions Taken with the Intent to Reduce the 2022 Earnout Amount)

108. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

109. The Purchase Agreement is a fully executed and binding agreement.

110. Plaintiff fully performed its obligations under the Purchase Agreement.

111. In the Purchase Agreement, Anduril agreed to pay the Earnout payment "to the Sellers in the aggregate, within five (5) Business Days from the final

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determination of Target Annual Revenue … by wire transfer of immediately available funds…" (Purchase Agr. § 2.3)

112. For calendar year 2022, Anduril generated substantial revenue from diverting key Company resources from the Company's core business to the Loitering Munitions Project, which caused the Company to fail to realize additional revenue in calendar year 2022 that would have qualified for and increased the 2022 Earnout Payment.

113. As a result of Anduril's breach of Section 2.3 of the Purchase Agreement, Anduril miscalculated the 2022 Earnout Payment and, as a result, wrongfully retained monies to which Plaintiff is entitled, constituting an unfair windfall to Anduril.

114. The amount by which Anduril understated the 2022 Earnout Payment is not yet known, but exceeds $15 million.

115. Plaintiff is entitled to an order specifically enforcing the Purchase Agreement and requiring Anduril to include in its calculation of the 2022 Earnout Payment revenues derived from Anduril's diversion of Company resources to the Loitering Munitions Project.

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COUNT IV
(Specific Performance Requiring Anduril to Give Plaintiff Access to Relevant Books, Records, Financial Information, Work Papers, and Supporting Data Concerning Anduril's Projected Determination of Target Annual Revenue for Calendar Year 2023)

116. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

117. The Purchase Agreement is a fully executed and binding agreement.

118. Plaintiff fully performed its obligations under the Purchase Agreement.

119. Section 2.3.4 of the Purchase Agreement requires Anduril to "cooperate with the Selling Stockholder Representative and his advisors in making available to the Selling Stockholder Representative and his advisors such books, records, financial information, work papers and supporting data, as reasonably requested by the Selling Stockholder Representative" concerning the determination of Target Annual Revenue.

120. Anduril breached Section 2.3.4 of the Purchase Agreement by refusing to assist and cooperate with Plaintiff in all commercially reasonable respects in Plaintiff's review of its projected determination of Target Annual Revenue for calendar year 2023.

121. Anduril breached Section 2.3.4 of the Purchase Agreement by refusing to provide Plaintiff and his advisors with reasonable access to the books, records, financial information, work papers and supporting data related to Anduril's

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projected determination of Target Annual Revenue for calendar year 2023 that are in its possession, custody, and control.

122. Anduril's breach of Section 2.3.4 severely limits Plaintiff's ability to review the Target Annual Revenue for 2023. This breach of Section 2.3.4 also makes it impossible for the parties to resolve their dispute privately, forcing Plaintiff to initiate this lawsuit, which could have been avoided entirely had Anduril fulfilled its transparency obligations as required in the Purchase Agreement.

123. Plaintiff is entitled to an order specifically enforcing the Purchase Agreement and requiring Anduril to provide Plaintiff and his advisors with reasonable access to books, records, financial information, work papers and supporting data related to Anduril's projected determination of Target Annual Revenue for calendar year 2023 that are in its possession, custody, and control.

COUNT V
(Promissory Estoppel)

124. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

125. When Plaintiff objected to Anduril's demand that the Company divert key Company resources to the Loitering Munitions Project, Anduril made promises to Plaintiff in the form of assurances to adjust revenue calculations to account for any detrimental impact that Anduril's diversion of Company resources would have on the Company's Target Annual Revenue during the Earnout Period.

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126. Anduril's reasonable intention in making these promises was to induce Plaintiff to agree to divert Area-I's resources to the Loitering Munitions Project because doing so would exclusively benefit Anduril and decrease the likelihood that the Company could achieve the Target Annual Revenue for the calendar year 2022.

127. Plaintiff reasonably relied upon Anduril's promises, and took action by withdrawing its objections to Anduril's demand on behalf of the Company and the Selling Stockholders and by redeploying resources consistent with Anduril's objectives.

128. Anduril's promise to adjust revenue calculations to account for any detrimental impact Anduril's resources would have on the Company's performance during the Earnout Period was a definite and certain promise, and induced reliance from Plaintiff.

129. Plaintiff acted in reliance upon Anduril's promise of adjusting revenue calculations to account for any detrimental impact that Anduril's diversion of Company resources would have on the Company's performance during the Earnout Period, causing Plaintiff to suffer damages as the Company was unable to realize additional revenue in calendar year 2022 that would have qualified for and increased the earnout payment.

130. Injustice can only be avoided by enforcing Anduril's promises to Plaintiff.

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COUNT VI
(Unjust Enrichment)

131. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

132. Anduril made false representations to Plaintiff concerning adjustments to revenue calculations to account for the detrimental impact that Anduril's diversion of Company resources to the Loitering Munitions Project would have on the Company's Target Annual Revenue during the Earnout Period.

133. Anduril's false representations were made in an effort to induce Plaintiff to agree to divert the Company's resources to the Loitering Munitions Project because doing so would exclusively benefit Anduril and decrease the likelihood that the Company could achieve the Target Annual Revenue for the calendar year 2022.

134. Anduril made the aforementioned false statements intentionally so that it could exploit the Company and cause it to fail to realize additional revenue in calendar year 2022 that would have qualified for and increased the earnout payment.

135. Plaintiff justifiably relied on Anduril's misrepresentations.

136. Plaintiff has been impoverished and Anduril has been unjustly enriched with benefits, profits, and proceeds arising out of Anduril's wrongful conduct.

137. Anduril voluntarily accepted and retained the benefits, profits, and proceeds conferred upon it by its wrongful conduct at the expense of the Plaintiff

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with which it shared a confidential relationship.

138. The circumstances set forth render Anduril's actions and retention of funds inequitable and Anduril is wrongfully in possession of benefits, profits, and proceeds which, in equity, belong to Plaintiff.

139. Plaintiff lacks an adequate remedy by law and is entitled to an order imposing a constructive trust over the benefits, profits, and proceeds Anduril has obtained through its wrongful conduct, and the disgorgement of all benefits, profits, and proceeds obtained by Anduril as a result of its wrongful acts and omissions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

A. Ordering that each Selling Stockholder is entitled to its pro-rata portion of no less than $15,000,000 earnout payment consideration for calendar year 2022 after recognition of Defendant's diversion of the Company's resources to the Loitering Munitions Project and other Anduril projects;

B. Ordering an equitable adjustment to the 2022 Earnout Amount sufficient to account for Anduril's breaches of Section 2.3 of the Purchase Agreement;

C. Ordering that Anduril provide Plaintiff and his advisors with reasonable access to books, records, financial information, work papers and

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supporting data related to Anduril's determination of Target Annual Revenue for calendar year 2023 that are in its possession, custody, and control;

D. Imposing a constructive trust over all benefits, profits, and proceeds Anduril recognized as a result of its bad faith conduct;

E. Awarding the Selling Stockholders all pre-judgment and post-judgment interest to which they are entitled;

F. Awarding Plaintiff the costs and expenses of bringing this action, including attorneys' fees; and

G. Granting Plaintiff and/or the Selling Stockholders such other and further relief as the Court deems just and equitable.

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