**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

STICHTING QSV BEHEER, in its capacity as general partner of DE QUEESTE CV, and QMLSV ACQUISITION HOLDING LLC, Plaintiffs, v. ALPHAQUEST LLC (f/k/a Quest Partners LLC), ALPHAQUEST INSTITUTIONAL LLC (f/k/a Quest Institutional LLC), and NIGOL KOULAJIAN, Defendants.	**Index No.:_____________** **COMPLAINT**

1. Plaintiffs Stichting QSV Beheer, in its capacity as general partner of De Queeste CV ("QSV"), and QMLSV Acquisition Holding LLC ("QMLSV," and together with QSV, the "Foundation" or "Plaintiffs"), by and through their undersigned attorneys Quinn Emanuel Urquhart & Sullivan LLP, upon personal knowledge except where otherwise stated, allege as follows:

INTRODUCTION

2. This action arises from a scheme by AlphaQuest founder and CEO Nigol Koulajian to pocket tens of millions of dollars that rightfully belong to the Foundation—a Dutch foundation that made a $45 million investment in the management companies of Koulajian's hedge fund—by denying the Foundation its right to first-priority distributions and claiming it is entitled instead to roughly six cents on the dollar.

3. The Foundation invested $45 million in AlphaQuest LLC (formerly Quest Partners LLC, "AQP") and AlphaQuest Institutional LLC (formerly Quest Institutional LLC, "AQIL," and

together with AQP, the "Company" or "AlphaQuest") in early 2024 pursuant to a Term Sheet, a Unit Purchase Agreement (the "UPA"), and two LLC Operating Agreements (the "Operating Agreements," and together with the UPA, the "Agreements"). In exchange, the Foundation received Preferred Units in each entity entitling it to first-priority liquidation distributions—prior to any distributions to Class A or B Unit holders—equal to its full $45 million capital contribution before any proceeds were distributed to other members.

4. As the Manager under the Operating Agreements, Koulajian was obligated to perform his duties "in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances."

5. Defendants fell far short of exercising reasonable care. As Koulajian admitted in a February 9, 2026 email to the Foundation and AlphaQuest's Advisory Board, a senior member of the trading desk responsible for executing trades had been doing so for two years utilizing a methodology Koulajian had not approved; Koulajian's own self-described "lack of control" over the trading desk resulted in a "40-tick dislocation in the Euro FX market," which "was not reported to [him]" and that he "only learned of when regulators contacted [AlphaQuest]"; and these grave "governance failures [] threaten[ed] our fiduciary standing."

6. Four days later, on February 13, 2026, Koulajian unilaterally decided to wind up the Company (the "Wind Up")—a decision the Company's Advisory Board chairman Robert K. Steel has confirmed was made without prior notice or discussion, and which contradicted a remediation commitment Koulajian had made just two days earlier.

7. To secure the Foundation's cooperation, Koulajian promised he would "return 100% of" whatever remained of the Foundation's investment following the Wind Up (the "100% Commitment"), estimating that figure at "about $17-20m."

8. That same day, February 13, 2026, AlphaQuest sent a request for written consent "with some urgency" to the Foundation, seeking its consent to the Wind Up.

9. In email discussions the following day, February 14, 2026, Koulajian responded to the Foundation's requests for a "breakdown [of] what has happened to [its] original investment" of $45 million by reiterating the 100% Commitment, again representing that the Foundation should expect $ "17-20" million to be returned to it following the Wind Up.

10. In reasonable reliance on Koulajian's repeated written commitments, the Foundation confirmed it did not object to the Wind Up on February 15, 2026, while noting the Foundation's lack of "real visibility on all the proposed actions" and stressing the importance of Defendants acting "with due care vis-à-vis clients (including ourselves)" in carrying out the Wind Up.

11. Defendants' promise to "return 100% of" whatever remained of the Foundation's investment following the Wind Up was a lie. At a presentation on March 18, 2026, Koulajian revealed a distribution model proposing to only pay the Foundation ***approximately $2.7 million***: roughly six cents on the dollar of its $45 million investment, and a fraction of the estimate Koulajian repeatedly relayed to the Foundation to secure its consent to the Wind Up.

12. The purported basis for this dramatic departure from the 100% Commitment was that the Foundation's Preferred Units had automatically converted to Class A Units on January 1, 2026—a position that Koulajian had ***never disclosed in any of his communications with the Foundation after that date***, that is contradicted by the Company's own conduct and records, and that is in clear violation of the Operating Agreements, which bar automatic conversion where the Company is "in material default of its material obligations," including the express contractual duty to exercise reasonable care, as of January 1, 2026.

13. Koulajian's own admissions leave no doubt that the Company was in grave breach of its material obligations as of January 1, 2026—and thus no automatic conversion occurred. Rob Toth, a senior member of the Company's trading desk responsible for executing trades, had been engaged in a pattern of unauthorized trading for nearly two years; Koulajian had spent "3 months" trying to remedy that "situation which exposed clients to unlimited risk"; he had not been "effective in managing the situation"; and he had instead "lost agency of [his] own investment decisions."

14. Notably, Koulajian himself holds no Preferred Units. He and his family trust together hold approximately 85% of the Company's Class A Units following the purported conversion. The conversion mechanism Koulajian invokes eliminates the Foundation's first-priority liquidation preference—a preference Koulajian does not share—and recharacterizes the Foundation's interest as a minority Class A position alongside the Koulajian family holdings. Under the wind-up model the Company presented to the Foundation on March 18, 2026, the Foundation would receive only $2.7 million of its $45 million investment—a small fraction of the 100% of remaining investment Koulajian committed to return (which Koulajian himself contemporaneously estimated as $17 to 20 million), and to which the Foundation is rightfully entitled for its Preferred Units.

15. As a result of Defendants' breaches and their plan to deprive the Foundation of all but $2.7 million of its $45 million investment, the Foundation has been and will be damaged by tens of millions of dollars.

16. By this action, the Foundation seeks: (i) a declaration that its Preferred Units did not convert and that it retains its full liquidation preference; (ii) damages for the Company's anticipatory repudiation of the distribution waterfall; (iii) enforcement of the 100% Commitment;

(iv) damages for breach of the implied covenant; (v) damages for fraudulent misrepresentation; (vi) damages for Koulajian's sustained breach of his contractual duty of care; (vii) restitution for Koulajian's scheme to unjustly enrich himself; (viii) access to the Company's books and records; (ix) access to monthly finance packages for the Company; and (x) a full accounting of Company assets, liabilities, and proposed distributions.

THE PARTIES

17. Plaintiff Stichting QSV Beheer ("QSV") is a Dutch foundation (stichting) organized under the laws of the Netherlands, acting in its capacity as general partner of De Queeste CV. QSV is a member of AQP and a member of AQIL.

18. Plaintiff QMLSV Acquisition Holding LLC ("QMLSV") is a Delaware limited liability company and is also a member of both AQP and AQIL. QSV and QMLSV are together referred to as the "Foundation."

19. The Foundation's interests in AQP and AQIL are held within a structure under which the economic benefits of the Foundation's investment ultimately flow to charitable beneficiaries. De Queeste CV (of which QSV is the general partner) holds its interest through trusts whose current beneficiary is a Dutch charity. QMLSV is owned by a Dutch charitable foundation.

20. Defendant AlphaQuest LLC ("AQP," formerly Quest Partners LLC or "QP") is a New York limited liability company currently being wound up. AQP is operated and controlled by Defendant Nigol Koulajian. AQP was the issuer of Preferred Units to the Foundation pursuant to the Agreements.

21. Defendant AlphaQuest Institutional LLC ("AQIL," formerly Quest Institutional LLC or "QIL") is a New York limited liability company currently being wound up. AQIL is

operated and controlled by Defendant Nigol Koulajian. AQIL was the issuer of Preferred Units and Tracking Units to the Foundation pursuant to the Agreements.

22. Defendant Nigol Koulajian is, upon information and belief, an individual residing in the State of Connecticut. At all relevant times, Koulajian was the Manager of AQP and AQIL under the Operating Agreements and the sole controlling principal of both entities. He personally executed the written representations at issue in this action, personally controls the wind-up process, and personally controls all distributions from the Company.

JURISDICTION AND VENUE

23. The Court has personal jurisdiction over each Defendant pursuant to N.Y. C.P.L.R. §§ 301 and 302 and the parties' express consent to jurisdiction. AQP and AQIL are New York limited liability companies with their principal offices in New York County. Koulajian transacts business in New York County, including in his capacity as Manager of AQP and AQIL, and committed in New York County the wrongful acts alleged herein. Each Defendant has also consented to the jurisdiction of this Court pursuant to Section 7.13 of the Unit Purchase Agreement and Section 15.15 of the Operating Agreements.

24. Venue is proper in this Court under N.Y. C.P.L.R. 503 because both AQP and AQIL reside in New York County. AQP's principal office is located at 110 East 59th Street, 36th Floor, New York, New York 10022. AQIL's principal office is located at the same address. Koulajian conducts the management of AQP and AQIL from those offices and committed in New York County the wrongful acts alleged herein.

25. Venue is further proper in this Court pursuant to the mandatory forum selection clauses contained in the agreements that are the subject of this action and General Obligations Law § 5-1402. Specifically, the Unit Purchase Agreement (§ 7.13) and Operating Agreements (§ 15.15)

each provide that the parties "irrevocably and unconditionally" submit to the jurisdiction of the state courts located in the City of New York, and expressly waive "any and all jurisdictional, venue, and convenience objections or defenses" in any proceeding arising out of or relating to those agreements.

FACTS

I. The Foundation Invests $45 Million In AlphaQuest To Acquire First-Priority Preferred Units

26. In late 2023, the Foundation and the Company executed a Term Sheet providing for the Foundation's equity investment in the Company. The Term Sheet contemplated an aggregate equity investment of $45 million at a fully-diluted pre-money valuation of $405 million, resulting in the Foundation holding 10% of each entity.

27. The Term Sheet further contemplated that the Foundation would acquire Preferred Units, which, in the event of any liquidation scenario, entitled the Foundation to receive distributions in an amount equal to the original purchase price for each unit prior to any distributions to Class A or Class B Unit holders.

28. This liquidation preference was a material inducement to the Foundation's $45 million investment in the Company, and was incorporated and reflected in both operating agreements the Foundation later executed in connection with its investment in the Company.

29. On January 1, 2024 (the "Effective Date"), the Company and the Foundation executed: (i) a Unit Purchase Agreement (the "UPA"); (ii) a Second Amended and Restated Operating Agreement of Quest Partners LLC (the "QP Operating Agreement"); and (iii) a Second Amended and Restated Operating Agreement of Quest Institutional LLC (the "QIL Operating Agreement") (the QP Operating Agreement and QIL Operating Agreement collectively, the

"Operating Agreements," and together with the UPA and Term Sheet, the "Agreements"). The UPA was formally dated February 13, 2024, with economic benefits retroactive to January 1, 2024.

30. Pursuant to the Agreements, the Foundation invested a total of approximately $45 million in the Company, acquiring a 10% equity interest in each of AQP and AQIL. Specifically, QMLSV acquired 1,031.116 Preferred Units in AQP for $27,000,000, and QSV acquired 1,031.116 Preferred Units and 1,000 Tracking Units in AQIL for $18,000,000.

31. As contemplated by the Term Sheet, pursuant to the Operating Agreements the Preferred Units entitled the Foundation to first-priority distributions in any liquidation, dissolution, or winding up of the Company equal to the Foundation's Original Purchase Price—the full $45 million capital contribution—before any distributions to other members. This liquidation preference was a fundamental and specifically negotiated protection for the Foundation as an outside investor.

32. Section 4.7 of each Operating Agreement provides that the Preferred Units "shall automatically be converted into Class A Units, in each case, on one-for-one basis" on the two-year anniversary of the Effective Date (i.e., January 1, 2026). However, Section 4.7 is subject to an express proviso which constitutes a condition precedent: Conversion can only occur if "the Company is not otherwise in material default of its material obligations under this Agreement and is not terminated, or in liquidation or winding up as of such date."

33. Section 11 of the Operating Agreements set out books and records inspection rights of the Foundation and obligations on the Company to maintain and make available certain enumerated records, consistent with Section 1102 of the New York Limited Liability Company Law.

34. Section 4.1 of the Operating Agreements further required the Company to update the Schedule of Members (Appendix 1 thereto) to reflect any changes in membership interests, and expressly required the Manager to sign and date Appendix 1 for any such updates to become effective.

35. The Schedule of Members provided to the Foundation—signed by Koulajian as Manager and dated October 1, 2025—reflected the Foundation's interests as Preferred Units.

36. The Company admitted in a May 15, 2026 letter from its counsel, DLA Piper, both that the October 1, 2025 Schedule of Members remained the most recent and that the Company does not plan to update the Schedule of Members until July 2026.

37. On July 1, 2026, the Company, through its counsel, DLA Piper, sent new Schedules of Members—signed by Koulajian as Manager, dated June 24, 2026, and stated to be "effective July 1, 2026"—purporting to reflect conversion of all of the Foundation's Preferred Units into Class A Units as of January 1, 2026.

II. AlphaQuest Materially Defaults Prior to January 1, 2026, Barring Conversion

38. Section 8.2(d) of each Operating Agreement obligates the Manager—Koulajian—to perform his duties "in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances" (the "Standard of Care"). This Standard of Care is a specifically negotiated contractual obligation and a material obligation of the Company under the Agreements. Its breach constitutes a material default for purposes of Section 4.7.

39. In an email dated February 9, 2026, addressed to Wiet Pot, the Foundation's investment advisor and point of contact for the AlphaQuest investment, and copied to members of the AlphaQuest Advisory Board (on which Pot also held a seat at Koulajian's request), Koulajian made a series of extraordinary admissions establishing that, for approximately two years prior to February 2026—a period that encompassed January 1, 2026—the Company was embroiled in a

serious and unresolved governance crisis involving unauthorized trading, an active regulatory inquiry, and unchecked exposure of client capital to risk.

40. Specifically, Koulajian's February 9, 2026 email admitted that for approximately two years, Rob Toth, a member of the Company's trading desk, had been "allocating resources and recently executing trades using a methodology that has not been vetted or approved" by Koulajian as CIO. Koulajian stated that he had "explicitly asked [Toth] to stop using these unapproved protocols, and [Toth] has continued to do so"—meaning Toth was executing unauthorized strategies in open defiance of the Manager's direct instructions. Koulajian further explained that his "lack of control" over the trading desk "culminated recently when the trading desk caused a 40-tick dislocation in the Euro FX market"—a significant market disruption that "was not reported to [Koulajian] internally" and that he "only learned of [] when regulators contacted the firm for an inquiry." Acknowledging that he was "ethically and fiduciarily obligated to our investors to ensure their money is managed according to the thesis I communicated to them," Koulajian admitted that this recurring pattern of unauthorized trading involved "specific governance failures that threaten our fiduciary standing."

41. Defendants had concealed from the Foundation the existence of Mr. Toth's pattern of unauthorized trading, the regulatory inquiries that followed from it, and Koulajian's loss of agency over the Company's investment decisions. Koulajian's February 9, 2026 email was the first communication in which Defendants disclosed any of those matters to the Foundation.

42. Over that same two year period, AlphaQuest's performance continued to materially degrade. As reported by Bloomberg on February 18, 2026, Koulajian's hedge fund had just "undergo[ne] its worst-ever losing streak"—falling "15.2% [in 2025]," seeing continued losses in

"the new year, … leaving clients with a 3.1% loss for the year to date," and "leaving the hedge fund down about 30% since it began its decline in October 2022."[1]

43. Koulajian even more candidly admitted his failure to exercise reasonable care in a February 15, 2026 email to Pot: "***I lost agency of my own investment decisions. … My firm. My failure***."

44. In a March 25, 2026 email to the Advisory Board and the Company's senior management, Koulajian ***again*** admitted both that AlphaQuest's governance crisis was in full force well before January 1, 2026 and his own failure to exercise proper care. In that email, Koulajian explained that the February 13, 2026 wind-up decision had been preceded by "3 months of attempts at remedying a situation which exposed clients to unlimited risk"—meaning that, at latest, AlphaQuest was in material default of its obligations as of November 2025 (*i.e.*, 3 months prior to February 2026). Koulajian further admitted that though the situation had been "remediable with the team's cooperation," he had not been "effective at managing the situation," taking "full responsibility for these consequences."

45. That same evening, the Company's President, John Neary, forwarded Koulajian's email to Steel and Pot, describing it as "very problematic," "fully unsupported by the facts," and "an after-the-fact attempt to re-write the fact pattern." Neary stated that Koulajian's claim that the situation "exposed clients to unlimited risk" was "False," that the wind-up decision had been made in "36-48 hours" rather than the "3-4 days" Koulajian described, and that Koulajian had "never communicated his objectives and instead surprised everyone impulsively." Neary confirmed that

[1] https://www.bloomberg.com/news/articles/2026-02-18/hedge-fund-alphaquest-shutters-after-three-year-losing-streak

he agreed "100%" with Koulajian's admission that he had not been "effective at managing the situation."

46. The next morning, another senior AlphaQuest employee replied directly to Koulajian's email—copying the full Advisory Board and the Company's senior management stating that she was "never informed, nor did I at any time understand or believe, even momentarily, that client assets were exposed to unlimited risk," and asking Koulajian directly: "Nigol, are you sure your note below reflects your intended meaning?" Koulajian never responded to qualify or correct his statements.

47. Whether or not Koulajian's characterization of "unlimited risk" was accurate, the underlying governance failures he admitted to—two years of unauthorized trading, a regulatory inquiry he learned of only from regulators, and a 40-tick market dislocation that was never reported to him internally—are undisputed and independently establish a material breach of Section 8.2(d). An ordinarily prudent manager of an investment management firm who discovered that a subordinate trader was executing unauthorized strategies—over the manager's explicit and repeated objections—would not allow that situation to persist for approximately two years while more than two billion dollars in outside investor capital was deployed. An ordinarily prudent manager would have taken decisive corrective action: immediately terminating the offending employee or, at minimum, restructuring the decision-making hierarchy so that unauthorized trading could not continue. If Koulajian's characterization of "unlimited risk" was accurate, the breach is all the more grave. If it was not, then Koulajian fabricated a crisis narrative to justify an impulsive and unilateral decision to wind up the Company, and the representations he made to the Foundation to secure its cooperation with the Wind Up were false.

48. Koulajian's failure to take such action for approximately two years, continuing as of January 1, 2026, constitutes a breach of Section 8.2(d) and a material default of the Agreements as of the purported conversion date.

49. As a result, the condition precedent to automatic conversion under Section 4.7 was not satisfied as of January 1, 2026. The Foundation's Preferred Units did not convert, and the Foundation retains its full Preferred Unit status, including its first-priority liquidation preference.

50. Defendants have further attempted to effectuate their wrongful scheme by maintaining, through counsel, that it is the Foundation's burden to demonstrate a material default had occurred as of January 1, 2026. But as the "no material default" proviso is a condition precedent, the burden of proving that condition was satisfied rests with AlphaQuest as the party relying on the conversion to justify its proposed distribution.

III. The Company's Conduct After January 1, 2026 Confirms No Conversion Occurred

51. The Company's own conduct in the weeks following the alleged January 1, 2026 conversion date is wholly inconsistent with any understanding that conversion had taken place.

52. The Operating Agreements expressly require the Manager to sign and date Appendix 1 for any update to the Schedule of Members to become effective.

53. Had Koulajian understood the Foundation's Preferred Units to have automatically converted to Class A shares on January 1, 2026, he was contractually required to update Appendix 1 to reflect the Foundation's changed status. He did not do so. The last signed and dated Schedule of Members in the Foundation's possession as of January 2026—dated October 1, 2025—continued to reflect the Foundation's interests as Preferred Units. The Company confirmed through counsel on May 15, 2026, that the October 1, 2025 Schedule of Members remained the most recent and the Company did not plan to update it until July 2026.

54. On January 30, 2026—twenty-nine days after the alleged conversion date—the Company's CFO sent the Foundation a formal written financial update addressing the Foundation's membership interests and planned distributions. That communication contained no mention of any conversion of the Foundation's Preferred Units, no notification that the Foundation's legal status had changed, and no updated Schedule of Members. If AlphaQuest had understood that a conversion occurred on January 1, 2026, one would expect that the very first formal financial communication sent to the Foundation after that date would have acknowledged that fact. Defendants made no such acknowledgment.

55. The Company's failure to notify the Foundation of any alleged conversion—in writing, by updating Appendix 1, or in any form—for weeks after the alleged conversion date is compelling evidence that no conversion was understood to have taken place at the time.

56. The Company's six-month belated issuance of a new Schedule of Members on July 1, 2026—purporting to reflect a conversion occurring six months earlier, on January 1, 2026—does not dispel that compelling evidence.

IV. Defendants Promise to Return 100% Of The Foundation's Remaining Investment To Secure Its Consent To The Wind Up

57. On February 13, 2026, Koulajian unilaterally decided to wind up the Company and initiate the liquidation of all client positions. He made this decision without prior consultation with or notice to the Foundation or the Advisory Board.

58. Advisory Board chairman Robert K. Steel has confirmed that on February 11, 2026—just two days before the wind-up announcement—Koulajian committed twice to a remediation plan. Mr. Steel learned of the wind-up decision indirectly two days later, with no prior discussion. This sequence directly contradicts any suggestion that the Wind Up had been foreseen or agreed to by the Foundation or other stakeholders.

59. Similarly, Pot noted in an email the same week that Koulajian had "pulled the plug" and "decided to close the business without even a process of consultation and debate."

60. On the afternoon of February 13, 2026—the same day he initiated the Wind Up and AlphaQuest "urgen[tly]" requested the Foundation's consent thereto—Koulajian made the 100% Commitment in writing to Pot:

> **From:** Nigol Koulajian <nigolk@alphaquest.com>
> **Sent:** Friday, February 13, 2026 1:02 PM
> **To:** Wiet Pot <Wiet.Pot@imc.com>
> **Subject:**
>
> Wiet,
> I have decided that it is in the best interest of investors and your foundation to liquidate the business. I don't see a path forward. Based on the estimates that it would cost to liquidate, I believe that about $17-20m of your GP investment will remain post liquidation. Although this is not obligations, I will return 100% of that amount back to your foundation.
> Thanks,
>
> Nigol Koulajian

61. In a follow-up message on February 14, 2026, Koulajian reiterated his estimate of the Foundation's recovery at "the 17-20 number."

62. These were not casual or hedged statements. They were specific written representations made by the controlling Manager of the Company to the Foundation's investment advisor and point of contact in the same email as the Wind Up announcement, intended to secure the Foundation's cooperation with that process. Nor was Koulajian's February 13 email in any way a settlement offer: The Foundation had not asserted any claim, and there was no dispute to compromise at the time. Koulajian committed to return 100% of the Foundation's remaining investment after wind-up costs; his $17-20 million figure was his own contemporaneous estimate of the size of that remaining investment.

63. The Foundation received AlphaQuest's request for written consent of the Wind Up on the afternoon (New York time) and evening (Netherlands) of Friday, February 13, 2026. AlphaQuest stated the consent was sought "with some urgency." The Foundation was required to evaluate Koulajian's commitment and respond under time pressure over the weekend.

64. In reliance on Koulajian's written commitment, Guido Derckx, a Board Member of Stichting QSV Beheer (the Foundation's general partner), wrote on February 15, 2026 on behalf of the Foundation that it "ha[d] no objections against you proceeding with the proposed orderly winding up of the business"—and expressly noted its expectation that the Company would work to "maximise the liquidation proceeds to the members."

65. Despite repeatedly communicating with the Foundation prior to February 15, 2026—including through a January 30, 2026 formal written financial update from AlphaQuest's CFO—Defendants at no point communicated their current position that the Foundation's Preferred Units had automatically converted to Class A shares as of January 1, 2026. Nor did Defendants provide any updated Schedule of Members, as they were contractually required to under the Operating Agreements if any conversion had in fact occurred.

66. If Koulajian had disclosed prior to the Foundation consenting to the Wind Up on February 15, 2026 that he considered the Foundation's Preferred Units to have automatically converted as of seven weeks earlier and intended to compensate them on that basis—rather than honoring his commitment to return 100% of the Foundation's remaining investment after wind-up costs—the Foundation would have immediately objected to the Wind Up, sought injunctive relief to prevent the liquidation of Company assets, and taken legal action to enforce its Preferred Unit rights. Instead, in reliance on Koulajian's commitment, the Foundation allowed the Wind Up to proceed under Koulajian's sole control—permitting him to liquidate all client positions, terminate

staff, begin unwinding the Company's office lease, accrue millions of dollars in wind-up expenses, and destroy the Company's going-concern value. Those actions are largely irreversible, and each one has further diminished the assets available for distribution to the Foundation.

V. Defendants Reverse Their Commitment And Assert Conversion For The First Time

67. On March 18, 2026, approximately five weeks after securing the Foundation's non-objection to the Wind Up, AlphaQuest displayed a "Status Update" presentation to the Foundation during a call. The Foundation was not provided a copy of this presentation at the time; the Company later transmitted it through counsel only after the Foundation's lawyers requested it in writing.

68. The presentation contained a wind-down distribution model under which the Foundation would receive approximately $2.7 million—a reduction of more than $14 million from Koulajian's own February 13 and 14 estimates, representing just six cents on the dollar of the Foundation's $45 million investment.

69. The purported basis for this model was that the Foundation's Preferred Units had automatically converted to Class A Units on January 1, 2026 pursuant to Section 4.7. Under Sections 6.2(a) and 6.3(a) of the Operating Agreements, conversion of Preferred Units to Class A Units eliminates their priority in the distribution waterfall: Instead of being entitled to an amount equal to their aggregate contribution amount (less prior distributions) as a Preferred Holder prior to any distributions to Class A Unit holders, the Foundation would instead be entitled only to pro rata distributions along with other Class A Unit holders.

70. The effect of the purported conversion is to divert to Koulajian and his family trust distributions that, but for the conversion, would flow to the Foundation. In the model AlphaQuest presented on March 18, 2026, the Company projected approximately $25.6 million in post Wind Up ending equity. On that model, the Foundation—recharacterized as a Class A holder—would

receive only approximately $2.7 million, while Koulajian and his family trust, who together hold approximately 85% of the Company's Class A Units following the purported conversion, would receive approximately $18 million. Had the Foundation's first-priority liquidation preference been honored, the Foundation would have been entitled to the entire $25.6 million of available equity before any distribution on the Class A Units, and Koulajian and his family trust would have received nothing on their Class A Units. The purported conversion thus shifts approximately $18 million to Koulajian and his family trust and reduces the Foundation's recovery by more than $22 million. To the extent that actual remaining investment exceeds Koulajian's $17-20 million estimate, the corresponding damages from the conversion scheme are even greater.

71. The March 18, 2026 presentation was the first time AlphaQuest had ever asserted that any conversion had occurred. Neither Koulajian nor anyone else at the Company had disclosed this purported conversion in the February 13 wind-up announcement, in the January 30 financial update, or in any other communication with the Foundation in the seven weeks following the alleged conversion date.

72. AlphaQuest has since confirmed through its counsel that it is relying on the purported Section 4.7 conversion to justify distributing approximately $2.7 million to the Foundation rather than its contractual liquidation preference of $45 million. AlphaQuest has further indicated its intention to proceed with wind-up distributions on this post-conversion basis.

73. After all client positions were closed and trading ceased shortly after February 13, 2026, Koulajian retained on the Company's payroll members of the Company's research team whose pre-Wind Up function—developing the Company's systematic trading strategies—ended with the Wind Up. Their continued compensation is reflected in the wind-up costs presented to the Foundation on March 18, 2026. Koulajian justified the retention as preserving the option for

a "restart" of the Company's business, to which the Foundation never consented. The retention of this team serves no function in the orderly Wind Up of the Company and instead preserves personnel and infrastructure for Koulajian's personal benefit, whether through a restart, a successor vehicle such as a family office, or another post-AlphaQuest enterprise. Their continued compensation is self-dealing, a breach of Koulajian's Section 8.2(d) duty of care, a breach of the implied covenant of good faith and fair dealing, and a basis for upward adjustment of the wind-up residual to which the Foundation is entitled under the 100% Commitment and its Preferred Unit liquidation preference.

VI. Koulajian Directs Company Funds To Defend His Personal Interests While Circumventing The Agreements' Indemnification Framework

74. Following the Foundation's objection to the proposed distribution methodology, the Company retained DLA Piper LLP—the same law firm that served as AlphaQuest's transaction counsel, drafted the Operating Agreements, and is named in the notice provisions of both agreements—to defend the Company's position in this dispute.

75. In a letter to the Foundation's counsel dated May 1, 2026, DLA Piper identified its client as "the Company"—not Koulajian individually. Yet the positions DLA Piper advanced on the Company's behalf serve Koulajian's personal financial interests. The conversion argument, if accepted, redirects approximately $18 million from the Foundation to Koulajian and his family trust as the holder of approximately 85% of the Class A Units. The defense against the Foundation's promissory estoppel and fraudulent misrepresentation claims shields Koulajian from personal liability for his February 13 and 14, 2026 representations. The Company, as an entity with obligations to all of its members—including the Foundation—has no independent interest in advancing positions that benefit one member at the direct expense of another.

76. In a June 15 letter, the Company's counsel, DLA Piper, confirmed they were representing not just the Company but also Koulajian.

77. The Operating Agreements provide an indemnification framework under Section 7.2 pursuant to which the Manager may be advanced legal fees incurred in connection with proceedings arising from his management of the Company. That framework is subject to express conditions: the Manager is not entitled to indemnification, and must repay any amounts advanced, to the extent his conduct is finally determined to constitute fraud, bad faith, gross negligence, willful misconduct, or a violation of the Agreements. By directing Company funds to DLA Piper as "Company counsel" rather than seeking advancement through the Section 7.2 indemnification process, Koulajian has ensured that the Company bears the full cost of his defense irrespective of the outcome of this litigation—circumventing the repayment obligations the parties specifically negotiated and further depleting the assets available for distribution to the Foundation.

78. Upon information and belief, Koulajian has not submitted a formal request for indemnification or advancement of legal fees under Section 7.2 of the Operating Agreements.

VII. AlphaQuest Fails To Comply With The Foundation's Books and Records Demand

79. On April 13, 2026, and pursuant to Section 11.1 of each Operating Agreement and Section 1102 of the New York Limited Liability Company Law, the Foundation formally demanded access to relevant documents including financial statements, Schedules of Members from January 1, 2026 through the date of the letter, correspondence and trading records relating to the Euro FX dislocation and the regulatory inquiry, and documents relating to the dissolution and wind-up decision.

80. Specifically, the Foundation demanded the Company produce the following categories of books and records of the Company within fourteen business days:

a. All financial statements, balance sheets, and profit and loss statements for the period from January 1, 2024 through the date of this letter, including the most recent available balance sheet reflecting the current state of the Company's assets.

b. All documentation supporting the wind-up cost assumptions set forth in the Company's March 18, 2026 presentation, including all documentation supporting the projected compensation, bonus, rent, data and IT, and other operating expenses through the projected completion of the wind up.

c. All Schedules of Members (Appendix 1) for the period from January 1, 2026 through the date of this letter, including any updates or amendments thereto, whether or not signed and dated by the Manager.

d. All correspondence and documentation relating to any regulatory inquiry or investigation involving the Company's trading activities for the period from January 1, 2024 through the date of this letter, including any inquiry relating to Euro FX trading or any other market activity by the Company's trading desk.

e. All internal correspondence, trading logs, incident reports, and regulatory communications relating to (a) the Euro FX market dislocation referenced in Mr. Koulajian's February 9, 2026 correspondence, including any communications with regulators relating thereto; and (b) Mr. Koulajian's written instructions to the trading desk to cease using unapproved trading protocols, as referenced in that same correspondence, and any responses thereto.

f. All documentation relating to the proposed sale, transfer, or licensing of any Company intellectual property, including any term sheets, letters of intent, draft agreements, or correspondence with any prospective counterparty.

g. All documentation relating to any proposed restart of trading operations by the Company or any successor entity, including any business plans, proposals, or correspondence with prospective investors or partners.

h. All records maintained by the Company pursuant to Section 11.1(b)(vi)(B) of the Operating Agreements reflecting any right of a Member to receive, or of the Company to make, distributions to a Member that include a return of all or any part of such Member's Capital Contribution—including any records reflecting the Foundation's rights with respect to the return of its $45 million Capital Contribution.

i. All records maintained by the Company pursuant to Section 11.1(b)(vi)(C) of the Operating Agreements reflecting the events upon the happening of which the Company is to be dissolved and its affairs wound up—including any internal records, resolutions, minutes, memoranda, or communications reflecting when and how the decision to wind up the Company was made, and any records reflecting whether that decision was made or contemplated prior to February 13, 2026.

j. All federal, state, and local income tax returns and reports of the Company for the three most recent fiscal years.

81. On May 1, 2026, the Company, through its counsel DLA Piper, stated that it would provide a substantive response to the books and records demand by May 15, 2026.

82. On May 15, 2026, the Company, through a letter from DLA Piper (the "May 15 Letter"), refused to produce—entirely or in any meaningful form—the categories of documents most directly relevant to the Foundation's demand and its substantive claims.

83. Through the May 15 Letter, the Company agreed to produce only an extremely limited set of documents, many of which were already in the Foundation's possession: monthly finance packages for January 2024 through November 2025; a single draft Excel spreadsheet purporting to support the March 18 wind-up cost estimates; the Schedules of Members dated October 1, 2025 (*i.e.*, the same Schedule of Members already in the Foundation's possession, predating the alleged conversion); a November 5, 2025 CME Group document request directed to Goldman Sachs and the Company's November 17, 2025 response; the Operating Agreements themselves (in lieu of the underlying records the Operating Agreements require the Company to maintain); the February 18, 2026 letter to investors; and tax returns for fiscal years 2023 and 2024.

84. However, the Company refused to produce nearly all the documents most pertinent to the Foundation's Demand. Specifically, the Company refused to produce:

a. internal correspondence, trading logs, and incident reports relating to the Euro FX market dislocation and Koulajian's written instructions to the trading desk to cease using unapproved trading protocols, which bear directly on the Section 8.2(d) breach underlying the no-conversion claim;

b. documentation relating to the proposed sale, transfer, or licensing of Company intellectual property, notwithstanding the Company's express acknowledgment in the May 15 Letter that it is "explor[ing] options other than a full wind-up";

c. documentation relating to any proposed restart of trading operations by the Company or a successor entity, again notwithstanding the Company's express acknowledgment that a full wind-up is not assured;

d. beyond the Operating Agreements themselves, all the records that the Operating Agreements expressly require the Company to maintain under Section 11.1(b)(vi)(B) and (C) regarding (i) Members' rights to distributions, including return of Capital Contribution, and (ii) the events upon which the Company is to be dissolved;

e. beyond a single unverified draft spreadsheet, all the documentation supporting the wind-up cost assumptions the Company included in the March 18, 2026 presentation; and

f. updated Schedules of Members for the period after January 1, 2026, notwithstanding that an updated Schedule would be the principal contemporaneous record of any purported conversion.

85. The Company further conditioned its limited production on the Foundation's execution of a confidentiality agreement, and subject to usage restrictions.

86. The Company has not produced the documents demanded as of the filing of this Complaint.

87. By refusing to provide the information requested, Defendants have violated their obligations under Section 11.1 of the Operating Agreements.

VIII. AlphaQuest Fails To Comply With Its Information-Sharing Obligations Under the Unit Purchase Agreement

88. Through Section 7.17(a) of the Unit Purchase Agreement, the Company agreed "to timely provide to the Purchasers, without the need for further request or notice," within sixty business days after the end of each calendar month, "a copy of the monthly finance package provided to the Manager and the Company's senior management team."

89. The Company has not provided any monthly finance packages to the Foundation since the monthly finance package for December 2025.

90. On June 16, 2026, the Foundation requested the Company provide monthly finance packages through the end of Q1 2026, for April 2026, and for May 2026.

91. The Company responded that such requests should be directed through counsel.

92. Accordingly, on June 16, 2026, the Foundation requested, through counsel, that the Company, by July 1, 2026, provide monthly finance packages for each month from January 2026 through the most recent completed month in the same form historically furnished.

93. The Company's counsel, DLA Piper, responded on June 30, 2026. Through counsel, the Company claimed that no monthly finance packages had been provided to the Manager (Koulajian) or the Company's senior management team since the December 2025 package. The Company, through counsel, asserted that it was nonetheless preparing "a balance sheet and some additional financial information" which would not be ready until "the end of July 2026."

94. Upon information and belief, the Company has continued to prepare and provide monthly financial information to the Manager and its senior management team. It is not plausible that the Company's Manager and senior management have directed the Wind Up and formulated the proposed distributions described herein without the benefit of monthly financial reporting. Section 7.17(a)'s reference to "the monthly finance package provided to the Manager and the Company's senior management team" extends to such information in whatever form the Company provides it internally, and the Company may not defeat the Foundation's contractual right to that information by altering its format or label.

95. By refusing to provide the Foundation with copies of the monthly financial information provided to the Manager and its senior management team—including, on information and belief, by asserting that financial information furnished to them in a form other than the

historical presentation is not a "monthly finance package"—the Company has violated its obligations under Section 7.17(a) of the Unit Purchase Agreement.

FIRST CAUSE OF ACTION
Declaratory Judgment
(Against AlphaQuest)

96. The Foundation repeats and realleges the allegations above as if set forth herein.

97. The Foundation seeks a declaratory judgment to resolve questions concerning the validity of Defendants' purported conversion of the Foundation's Preferred Units to Class A Units.

98. An actual and justiciable controversy exists between the Foundation and the Company regarding whether the Foundation's Preferred Units automatically converted to Class A Units on January 1, 2026 under Section 4.7 of the Operating Agreements. The Company has asserted that conversion occurred and is proceeding to make wind-up distributions on that basis. The Foundation disputes that any conversion occurred.

99. Section 4.7's proviso is a condition precedent to conversion. Under New York law, the party relying on the satisfaction of a condition precedent bears the burden of proving that the condition was met. AlphaQuest is the party relying on the alleged conversion to justify distributing approximately $2.7 million to the Foundation rather than its $45 million liquidation preference. The burden thus rests with AlphaQuest.

100. That burden cannot be met. As of January 1, 2026, the Company was in material default of its material obligations under the Agreements. Section 8.2(d) obligates the Manager to perform his duties in good faith and with the care of an ordinarily prudent person in a like position. For approximately two years preceding January 1, 2026—as Koulajian himself has acknowledged in writing—a trader on the Company's desk was executing unauthorized strategies over the Manager's explicit and repeated objections, the resulting regulatory exposure was concealed from the Manager internally, and a 40-tick market dislocation occurred without the Manager's

knowledge. By Koulajian's own admission: "I lost agency of my own investment decisions.… My firm. My failure." This sustained governance failure constitutes a material breach of Section 8.2(d) and a material default under the Agreements as of the purported conversion date.

101. In addition, the Company's own conduct in the weeks following January 1, 2026 independently corroborates that no conversion was understood to have taken place: The Manager did not update Appendix 1 to reflect any conversion (a contractual prerequisite for any such update to be effective), and the Company's CFO sent the Foundation a formal financial communication on January 30, 2026—twenty-nine days after the alleged conversion—with no mention of any change in the Foundation's membership status.

102. The issuance of declaratory relief by this Court will terminate some or all of the existing controversy between the parties, and will provide certainty to the parties with respect to their rights and obligations under the Agreements.

103. By reason of the foregoing, the Foundation is entitled to a declaratory judgment pursuant to N.Y. C.P.L.R. 3001 establishing the rights and obligations of the parties and determining whether the Foundation's Preferred Units were subject to automatic conversion as of January 1, 2026.

104. The Foundation therefore requests a declaration by this Court that: (i) the Company was in material default of its material obligations as of January 1, 2026; (ii) the condition precedent to conversion under Section 4.7 was not satisfied; (iii) the Foundation's Preferred Units did not convert on January 1, 2026; (iv) the Foundation retains its full Preferred Unit status and first-priority liquidation preference of $45 million; and (v) any distribution from the wind-up proceeds that does not first satisfy the Foundation's liquidation preference in full constitutes a breach of the Operating Agreements.

SECOND CAUSE OF ACTION
Anticipatory Breach of Contract - Distribution Waterfall
(Against AlphaQuest)

105. The Foundation repeats and realleges the allegations above as if set forth herein.

106. The Operating Agreements are valid and binding contracts. The Foundation has fully performed its obligations under the Agreements, including contributing $45 million in capital. The Foundation's Preferred Units did not convert to Class A Units on January 1, 2026 for the reasons set forth above.

107. As the holder of Preferred Units, the Foundation is contractually entitled under the Operating Agreements to receive first-priority distributions from the wind-up proceeds equal to the full amount of its Original Purchase Price—$45 million—before any distributions are made to Class A or Class B members. This liquidation preference constitutes a material and specifically negotiated contractual right.

108. AlphaQuest has unequivocally announced, through the March 18, 2026 distribution model and through its counsel's letter of May 1, 2026, that it intends to distribute wind-up proceeds to the Foundation on a post-conversion, Class A basis—i.e., in the approximate amount of $2.7 million, without honoring the Foundation's liquidation preference. This announced intention to distribute on a basis inconsistent with the Foundation's Preferred Unit rights constitutes a clear, unequivocal, and absolute repudiation of the Company's contractual obligations under the distribution waterfall.

109. Under New York law, a party's unequivocal announcement that it will not perform a material contractual obligation gives rise to a claim for anticipatory breach, entitling the non-breaching party to sue for damages immediately without waiting for the breach to occur. AlphaQuest's announced intent to distribute only approximately $2.7 million to the Foundation—

rather than the $45 million to which the Foundation is entitled as a Preferred Unit holder—is precisely such a repudiation.

110. As a direct and proximate result of AlphaQuest's anticipatory repudiation, the Foundation has been damaged in an amount to be determined at trial, but no less than approximately $42 million (the difference between the Foundation's $45 million liquidation preference and the approximately $2.7 million AlphaQuest has announced it intends to distribute). The Foundation is also entitled to a permanent injunction enjoining AlphaQuest from making any distribution that fails to satisfy the Foundation's liquidation preference in full.

THIRD CAUSE OF ACTION
Promissory Estoppel
(Against AlphaQuest and Koulajian)

111. The Foundation repeats and realleges the allegations above as if set forth herein.

112. On February 13, 2026, Koulajian made the 100% Commitment—a clear and unambiguous written promise to the Foundation's investment advisor and point of contact, Wiet Pot, that the Foundation would receive 100% of its remaining investment after wind-up costs, an amount that Koulajian estimated at the time to be "about $17-20m." On February 14, 2026, he reiterated the estimate at "the 17-20 number." These promises were made in Koulajian's capacity as the controlling Manager of the Company on the day of the wind-up announcement, and were plainly intended to secure the Foundation's non-objection to that process.

113. Koulajian's February 13 email is not a settlement communication subject to exclusion under FRE 408 or CPLR § 4547. Those provisions apply to statements made in connection with an effort to compromise a claim that was disputed at the time. On February 13, 2026, the Foundation had not asserted any claim. There was no dispute to compromise. The Foundation did not learn of AlphaQuest's conversion position until March 18, 2026—five weeks

later. The characterization of the February 13 commitment as a settlement offer is revisionist and legally unsupported.

114. The Foundation reasonably and detrimentally relied on Koulajian's commitment. In confirming on February 15, 2026 that it did not object to the Wind Up, the Foundation acted in direct reliance on Koulajian's written assurance. Had Koulajian disclosed on February 13 that he intended to distribute only $2.7 million to the Foundation—on the basis of a conversion theory he had concealed since January 1—the Foundation would have immediately objected to the Wind Up, taken legal action to enforce its Preferred Unit rights, and pursued all available remedies.

115. The Foundation's injury from its reliance is concrete and quantifiable. By not objecting and not commencing legal proceedings on February 15, 2026, the Foundation allowed the Wind Up to proceed under Koulajian's control, permitting him to liquidate client positions, accrue wind-up expenses, and advance the very distribution process that he now intends to use to shortchange the Foundation. The Foundation is entitled to damages equal to 100% of its remaining investment after wind-up costs as committed by Koulajian, in such amount as is established at trial, but in no event less than $17 million—the low end of Koulajian's own estimate.

FOURTH CAUSE OF ACTION
Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against AlphaQuest and Koulajian)

116. The Foundation repeats and realleges the allegations above as if set forth herein.

117. Section 15.8(a) of each Operating Agreement expressly preserves the implied covenant of good faith and fair dealing. Under New York law, the implied covenant requires each party to refrain from actions that deprive the other of the benefit of its bargain and constrains the exercise of contractual discretion so that a party may not use such discretion to act in bad faith toward the other.

118. Koulajian exercised his discretion as Manager to induce the Foundation's cooperation with the Wind Up by making a specific written representation about its recovery, then deliberately acted contrary to that representation. On February 13, 2026, Koulajian represented to the Foundation that it would receive 100% of its remaining investment after wind-up costs—an amount he estimated at $17-20 million. On February 15, 2026, in reliance on that representation, the Foundation confirmed it did not object. On March 18, 2026—after the Foundation had allowed the Wind Up to proceed under Koulajian's control and had foregone the opportunity to take protective legal action—Koulajian reversed course entirely, presenting a distribution model that would pay the Foundation approximately $2.7 million based on a conversion theory he had withheld from the Foundation for nearly seven weeks. Using a specific financial representation to secure a party's cooperation and then acting in direct contradiction to that representation is a paradigm case of bad-faith dealing.

119. This breach of the implied covenant is independent of, and not duplicative of, the Foundation's other claims. The implied covenant claim here is grounded in Koulajian's conduct in exercising his managerial discretion: He used the Foundation's reliance on his representations to strip it of the contractual protections it otherwise would have enforced, and then invoked a contractual provision he had deliberately concealed in order to deny the Foundation the benefit of its bargain. The implied covenant constrains the exercise of discretion precisely to prevent this kind of result.

120. As a direct and proximate result of this breach, the Foundation has been damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
Fraudulent/Negligent Misrepresentation
(Against AlphaQuest and Koulajian)

121. The Foundation repeats and realleges the allegations above as if set forth herein.

122. On February 13, 2026, Koulajian represented to the Foundation that it would recover 100% of its remaining investment after wind-up costs—an amount he estimated at "about $17-20m." This representation was materially false. At the time he made it, Koulajian was either: (a) operating under an interpretation of Section 4.7 under which the Foundation's Preferred Units had already converted to Class A Units on January 1, 2026—a position that, if true, entitled the Foundation to far less than $17-20 million—without disclosing that interpretation; or (b) had no legal basis for the 100% Commitment or the $17-20 million estimate, as demonstrated by his February 14 statement that he needed lawyers to confirm his interpretation of the agreement. Koulajian made this representation in his capacity as the Manager and controlling principal of both AQP and AQIL, and AlphaQuest is liable for his misrepresentation.

123. Koulajian made this representation knowing its significance. As the Manager and controlling principal of the Company, he was personally familiar with Section 4.7, and he knew the Foundation would rely on his representation in deciding whether to consent to the Wind Up. Making a material representation about a counterparty's contractual rights without legal basis, in circumstances where the representor knows the recipient will rely on it in deciding whether to exercise those rights, constitutes a reckless misrepresentation.

124. To the extent Koulajian's misrepresentation was not intentional, it was at minimum negligent. Koulajian owed a duty of care to the Foundation under Section 8.2(d) of the Operating Agreements and made a material representation regarding the Foundation's expected recovery without exercising reasonable care to determine its accuracy.

125. The Foundation justifiably relied on Koulajian's February 13 representation by confirming non-objection to the Wind Up on February 15, 2026, and by refraining from taking immediate legal action to assert its rights as a Preferred Unit holder—thereby allowing Koulajian

to proceed with the irreversible liquidation of client positions, termination of staff, and destruction of the Company's going-concern value.

126. As a direct and proximate result of its reliance, the Foundation has been damaged in an amount to be established at trial, but no less than $14 million—the difference between the low end of Koulajian's estimate of the Foundation's remaining investment and the $2.7 million AlphaQuest now proposes to pay. The Foundation is also entitled to punitive damages given the deliberate nature of Koulajian's misrepresentation.

SIXTH CAUSE OF ACTION
Breach of Contract— Operating Agreements, § 8.2(d)
(Against Koulajian)

127. The Foundation repeats and realleges the allegations above as if set forth herein.

128. Section 8.2(d) of each Operating Agreement imposes on Koulajian, as Manager, an express contractual obligation to perform his duties "in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances." This Standard of Care is a specifically negotiated contractual obligation that runs directly to the Foundation as a member and investor.

129. Koulajian materially breached Section 8.2(d) by knowingly permitting Rob Toth to execute unauthorized trading strategies over Koulajian's own explicit, repeated objections for approximately two years—from approximately early 2024 through February 2026—during which time $45 million of the Foundation's capital was deployed in the Company. As a result of Koulajian's failure to exercise adequate supervisory control: (i) the trading desk caused a 40-tick dislocation in the Euro FX market that was never reported to Koulajian internally; (ii) regulators initiated a formal inquiry into the Company's trading activities; and (iii) the Company was exposed to what Koulajian himself characterized as "unlimited risk" for the Foundation and other investors.

130. An ordinarily prudent manager who discovered that a subordinate was executing unauthorized trading strategies in defiance of the manager's direct instructions would have taken immediate and decisive corrective action—terminating the offending trader or, at minimum, restructuring the decision-making hierarchy to prevent continued unauthorized trading and ensure the manager's directives were enforced. Koulajian did neither for approximately two years. His own words confirm the failure: "I was not effective at managing the situation" and "I lost agency of my own investment decisions."

131. This breach of Section 8.2(d) directly and proximately damaged the Foundation as it constitutes the material default that prevented the automatic conversion of the Foundation's Preferred Units on January 1, 2026, and therefore directly underlies all claims arising from AlphaQuest's assertion that conversion occurred.

132. As a direct and proximate result of Koulajian's breach of Section 8.2(d), the Foundation has been damaged in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
Breach of Contract— Operating Agreements, § 8.2(d)
(Against Koulajian)
(Brought Derivatively on Behalf of AlphaQuest)

133. The Foundation repeats and realleges the allegations above as if set forth herein.

134. Plaintiff is and at all relevant times has been a member of AQP and AQIL pursuant to the Operating Agreements, and brings this Cause of Action derivatively on behalf of AlphaQuest.

135. Section 8.2(d) of each Operating Agreement imposes on Koulajian, as Manager, an express contractual obligation to perform his duties "in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances." This

Standard of Care is a specifically negotiated contractual obligation that runs directly to the Foundation as a member and investor.

136. Koulajian materially breached Section 8.2(d) by knowingly permitting Rob Toth to execute unauthorized trading strategies over Koulajian's own explicit, repeated objections for approximately two years—from approximately early 2024 through February 2026—during which time $45 million of the Foundation's capital was deployed in the Company. As a result of Koulajian's failure to exercise adequate supervisory control: (i) the trading desk caused a 40-tick dislocation in the Euro FX market that was never reported to Koulajian internally; (ii) regulators initiated a formal inquiry into the Company's trading activities; and (iii) the Company was exposed to what Koulajian himself characterized as "unlimited risk" for the Foundation and other investors.

137. An ordinarily prudent manager who discovered that a subordinate was executing unauthorized trading strategies in defiance of the manager's direct instructions would have taken immediate and decisive corrective action—terminating the offending trader or, at minimum, restructuring the decision-making hierarchy to prevent continued unauthorized trading and ensure the manager's directives were enforced. Koulajian did neither for approximately two years. His own words confirm the failure: "I was not effective at managing the situation" and "I lost agency of my own investment decisions."

138. Koulajian's breaches damaged the Company and its members—including the Foundation—by exposing the Company to regulatory risk, market disruption, and ultimately the forced Wind Up of a business that, on Koulajian's own account, might have been salvaged with competent management of the Toth situation.

139. Koulajian further breached Section 8.2(d) by directing the Company to retain on its payroll, as purported wind-up expenses, members of the Company's research team whose roles

ended with the cessation of trading and who serve no function in the orderly liquidation of the Company. That retention served Koulajian's personal post-AlphaQuest plans rather than the wind-up process. Directing the Company to bear compensation costs for personnel maintained for the Manager's personal benefit, while presenting those costs to the Foundation as legitimate wind-up expenses that reduce its recovery, is neither consistent with the care of an ordinarily prudent manager nor an act of good faith toward the Company and its members. Koulajian's conduct further depleted the Company's assets available for distribution to its members.

140. Koulajian likewise breached Section 8.2(d) by directing Company funds to outside counsel to advance legal positions that serve his personal financial interests—including the defense of the conversion scheme and the defense against claims arising from his personal representations to the Foundation—without submitting a formal request for indemnification or advancement under Section 7.2 of the Operating Agreements. Directing the Company to bear the cost of the Manager's personal defense in a dispute with its own member, while circumventing the contractual indemnification procedures that would require repayment if the Manager's conduct is found to constitute fraud, bad faith, or a violation of the Agreement, is neither consistent with the care of an ordinarily prudent manager nor an act of good faith toward the Company and its members. Koulajian's conduct further depleted the Company's assets available for distribution to its members.

141. Demand on AlphaQuest to bring this cause of action would be futile. Defendant Koulajian is the sole Manager of each of the Companies and the sole decision-maker with authority to cause the Companies to initiate litigation on their own behalf. He is the defendant against whom this claim is asserted and is the direct beneficiary of the conduct complained of. No independent

governing body exists that could impartially evaluate a litigation demand. Demand is therefore excused as futile.

142. As a direct and proximate result of Koulajian's breaches of Section 8.2(d), AlphaQuest suffered damages in an amount to be determined at trial including but not limited to: the loss of going-concern value that competent management could have preserved; reputational harm and regulatory exposure arising from the Euro FX dislocation and the resulting regulatory inquiry; diminution in the value of the Company's assets available for distribution to members; and costs associated with the Wind Up that would not have been incurred but for Koulajian's mismanagement.

143. The Foundation, as a member of each of AQP and AQIL, suffered injury as a result of the foregoing harm to the Company, including but not limited to the diminution of assets available for distribution pursuant to the liquidation waterfall set forth in the Operating Agreements.

EIGHTH CAUSE OF ACTION
Unjust Enrichment
(Against Koulajian)

144. The Foundation repeats and realleges the allegations above as if set forth herein.

145. As detailed above, Koulajian engaged in a course of conduct designed to deprive the Foundation of its legally protected right to first-priority distributions by (1) concealing the purported automatic conversion of the Foundation's Preferred Units; (2) falsely promising to return 100% of the Foundation's remaining investment (then estimated at $17-20 million) in order to secure the Foundation's consent to the Wind Up; (3) after securing the Foundation's consent to the Wind Up, claiming that the Foundation's Preferred Units had been automatically converted and that the Foundation would be entitled only to return of $2.7 million; (4) directing Company resources to retain compensation-bearing research personnel after the cessation of the Company's

trading activity, for the purpose of Koulajian's personal benefit rather than for the purpose of the orderly Wind Up of the Company; and (5) directing Company funds to retain outside counsel to defend the conversion scheme and to oppose the Foundation's claims arising from Koulajian's personal representations—thereby ensuring that the cost of Koulajian's defense is borne by the Company and its members, including the Foundation, rather than by Koulajian himself subject to the repayment conditions of the Section 7.2 indemnification framework, and further depleting the assets available for distribution to the Foundation.

146. Through the same course of conduct, Koulajian seeks to unjustly enrich himself and his family trust as the holder of the majority of Class A Units, which, absent conversion, would be subordinate to the Foundation's Preferred Units. Under the conversion scheme Koulajian seeks to effectuate, Koulajian and his family trust together would receive approximately $18 million of the projected $25.6 million in ending equity compared to the Foundation's $2.7 million.

147. Koulajian's course of conduct—intended to deprive the Foundation of its legally protected rights, while enriching himself—has no legal justification, and equity and good conscience require restitution to the Foundation.

148. At all times, the Foundation has acted in good faith to cooperate with Koulajian and has acted reasonably to protect its own interests.

149. Based on the unjust enrichment of Koulajian, an equitable order or decree requiring restitution is necessary and sought, in at least the amount that Koulajian and his family trust would receive on their Class A Units as a result of the purported conversion (approximately $18 million).

NINTH CAUSE OF ACTION
Breach of Contract – Operating Agreements, § 11.1
(Against AlphaQuest)

150. The Foundation repeats and realleges the allegations above as if set forth herein.

151. Section 11.1(a) of each Operating Agreement grants each member the right to inspect and copy the Company's books and records during normal business hours upon reasonable notice. Section 11.1(b) specifically requires the Company to maintain and make available to members certain enumerated records, including financial statements, schedules of members, and documentation reflecting any right of a member to receive distributions or the events upon which the Company is to be dissolved and wound up. These rights are independently secured by Section 1102 of the New York Limited Liability Company Law.

152. On April 13, 2026, the Foundation formally demanded access to and copies of ten categories of books and records pursuant to these provisions. Among the documents demanded were: all financial statements from January 1, 2024 through the date of the letter; all Schedules of Members from January 1, 2026 through the date of the letter; all correspondence and trading records relating to the Euro FX dislocation and the regulatory inquiry; all documents relating to any proposed sale or licensing of Company intellectual property; and all records reflecting the events upon which the Company is to be dissolved and wound up.

153. The Company's May 15 Letter, through its counsel DLA Piper, improperly refused to produce many categories of documents sought by the Foundation that are reasonably necessary to evaluate the Company's proposed distribution methodology, assess the propriety of projected wind-up costs, and investigate the material defaults and breaches described herein.

154. The Company has breached, and is continuing to breach, § 11.1 of the Operating Agreements by refusing to make the requested documents available to the Foundation.

155. The Foundation is entitled to an order compelling the Company to produce the demanded books and records in full, and to an award of the Foundation's attorneys' fees and costs incurred in connection with this claim.

<u>TENTH CAUSE OF ACTION</u>
Breach of Contract – Unit Purchase Agreement, § 7.17(a)
(Against AlphaQuest)

156. The Foundation repeats and realleges the allegations above as if set forth herein.

157. Through Section 7.17(a) of the Unit Purchase Agreement, the Company agreed "to timely provide to the Purchasers, without the need for further request or notice," within sixty business days after the end of each calendar month, "a copy of the monthly finance package provided to the Manager and the Company's senior management team."

158. The Company has not provided any monthly finance packages to the Foundation since the monthly finance package for December 2025.

159. On June 16, 2026, the Foundation requested the Company provide monthly finance packages through the end of Q1 2026, for April 2026, and for May 2026.

160. The Company responded that such requests should be directed through counsel.

161. Accordingly, on June 16, 2026, the Foundation requested, through counsel, that the Company, by July 1, 2026, provide monthly finance packages for each month from January 2026 through the most recent completed month in the same form historically furnished.

162. The Company's counsel, DLA Piper, responded on June 30, 2026. Through counsel, the Company claimed that no monthly finance packages had been provided to the Manager (Koulajian) or the Company's senior management team since the December 2025 package.

163. The Company has breached, and is continuing to breach, § 7.17(a) of the Unit Purchase Agreement by failing to provide the Foundation with the monthly financial information provided to the Manager and its senior management team, in whatever form furnished. The Company's assertion that no "monthly finance package" exists elevates form over substance and does not excuse performance.

164. The Foundation is entitled to an order compelling the Company to produce the monthly finance packages in full, and to an award of the Foundation's attorneys' fees and costs incurred in connection with this claim.

ELEVENTH CAUSE OF ACTION
Accounting
(Against AlphaQuest)

165. The Foundation repeats and realleges the allegations above as if set forth herein.

166. The Operating Agreements mandate robust internal accounting by the Company, including maintaining books and records that "reflect a true and accurate record" of the Company's financial situation (§ 11.1(a)), delivery of annual reports (§ 11.2), and maintaining pertinent books and records for the six most recent financial years (§ 11.1(b)(v)).

167. As a member and Preferred Unit holder of both AQP and AQIL, the Foundation has a direct interest in the full and accurate accounting of all Company assets, liabilities, revenues, expenses, and proposed distributions in connection with the Wind Up of the Company. The Foundation's ability to assess its rights and the propriety of AlphaQuest's proposed distribution methodology depends entirely on having access to accurate and complete financial information.

168. The Company has provided the Foundation with only a single seven-page "Status Update" presentation reflecting the Company's balance sheet as of February 28, 2026, which itself was transmitted only after the Foundation's counsel demanded it in writing. The Company has not provided the Foundation with audited financial statements, a complete accounting of wind-up expenses, documentation supporting the projected costs reflected in its distribution model, records establishing the basis for the conversion position, or any other comprehensive financial accounting of the Company's assets, liabilities, and proposed distributions.

169. Given Koulajian's sole control over the wind-up process and the distributions to be made from it, the absence of any independent verification of the Company's assets and proposed

expenses raises serious concerns about the accuracy and completeness of the information provided to the Foundation. The Foundation has been specifically kept uninformed, including by the Company's initial refusal to provide the March 18 presentation and by its failure to disclose its conversion position for seven weeks after the alleged conversion date.

170. The Foundation is entitled to a full, formal accounting of: (i) all assets of the Company as of the date of the wind-up decision and as of the current date; (ii) all wind-up expenses incurred or projected to be incurred, including the basis for all compensation, rent, and other costs reflected in the Company's distribution model; (iii) all distributions made or proposed to be made to any member since February 13, 2026; (iv) the computation and basis for the Company's proposed distribution to each member, including the Foundation; (v) any transactions, sales, transfers, or licensing arrangements involving Company assets since February 13, 2026; and (vi) all legal fees and expenses paid or committed to be paid by the Company to outside counsel since February 13, 2026, including DLA Piper LLP, together with documentation sufficient to establish the scope of each engagement, the identity of the client or clients on whose behalf fees were incurred, and whether any formal request for indemnification or advancement of legal fees was submitted by Koulajian pursuant to Section 7.2 of the Operating Agreements; and (vii) the basis on which any such fees were authorized.

PRAYER FOR RELIEF

WHEREFORE, the Foundation respectfully requests that judgment be entered in the Foundation's favor as follows:

A. On the First Claim for Relief, a judgment declaring that: (i) the Company was in material default of its material obligations as of January 1, 2026; (ii) the condition precedent to conversion under Section 4.7 was not satisfied; (iii) the Foundation's Preferred Units did not convert on January 1, 2026; (iv) the Foundation retains its full Preferred Unit status and first-priority liquidation preference; and (v) any distribution from the wind-up proceeds that does not first satisfy the Foundation's liquidation preference in full constitutes a breach of the Operating Agreements.

B. On the Second Claim for Relief, damages to be determined at trial, but in no case less than $42 million, or entry of a permanent injunction enjoining Defendants from making any distribution from the wind-up proceeds that does not first satisfy the Foundation's liquidation preference in full, unless and until the Court has determined the Foundation's membership status and distribution rights.

C. On the Third Claim for Relief, damages equal to 100% of the Foundation's remaining investment after wind-up costs, in such amount as is determined at trial, but in no case less than $17 million.

D. On the Fourth Claim for Relief, damages to be determined at trial.

E. On the Fifth Claim for Relief, damages in such amount as is determined at trial, but in no event less than $14 million.

F. On the Sixth Claim for Relief, damages to be determined at trial.

G. On the Seventh Claim for Relief, damages to be determined at trial.

H. On the Eighth Claim for Relief, damages to be determined at trial.

I. On the Ninth Claim for Relief, an order compelling the Company to produce the books and records demanded by the Foundation pursuant to Section 11.1 of the Operating Agreements and Section 1102 of the New York Limited Liability Company Law which the Company has refused to produce.

J. On the Tenth Claim for Relief, an order directing the Company to produce all monthly finance packages for each month from January 2026 through the most recent completed month in the same form historically furnished, which the Company has refused to prepare and/or produce.

K. On the Eleventh Claim for Relief, an order directing the Company to provide the Foundation with a full accounting of all Company assets, liabilities, wind-up expenses, and proposed distributions.

L. An order requiring Koulajian to restore to the Company any amounts paid as compensation to personnel retained beyond the period reasonably necessary to effect the orderly liquidation of the Company's business and in support of Koulajian's personal post-AlphaQuest plans rather than the Wind Up; or, in the alternative, an order directing that such amounts be treated as having been paid from Koulajian's distributive share of the wind-up proceeds, with the Foundation's recovery adjusted upward accordingly.

M. An order directing that any amounts paid by the Company to outside counsel for the defense of claims asserted against Koulajian in this action, or for the advancement of legal positions that serve Koulajian's personal financial interests rather than the interests of the Company and all of its members, be treated as advances to Koulajian subject to the indemnification framework set forth in Section 7.2 of the Operating Agreements, including the repayment obligations applicable where the Manager's conduct is finally determined to constitute fraud, bad faith, gross negligence, willful misconduct, or a violation of the Agreement; and an order requiring Koulajian to reimburse the Company for any such amounts to the extent this Court determines his conduct falls within the Section 7.2 carve-outs.

N. Interest, costs, and disbursements, including reasonable attorneys' fees and costs pursuant to Section 12.3 of the Operating Agreements and/or Section 7.8 of the Unit Purchase Agreement; and

O. Such other and further relief as the Court deems appropriate.

DATED: July 8, 2026
New York, New York

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