IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

VERIS HOME TECHNOLOGY LLC by itself and as assignee of SPEMOT AG, AXISS AUDIO USA LLC, and AXISS DISTRIBUTION INCORPORATED (together d/b/a AXISS AUDIO)	)	
Plaintiffs	)	Case No. 3:26-cv-00918
v.	)	District Judge Waverly D. Crenshaw, Jr.
MICHAEL BOVAIRD, MICHAEL GEFTEAS, FLORIAN WIEGAND, SUNCOAST AUDIO LLC, LUXURY HI-FI DISTRIBUTION LLC, and CLARISYS AUDIO GLOBAL DISTRIBUTION, LLC,	)	Magistrate Judge Luke A. Evans
Defendants.	)	**JURY DEMAND**

AMENDED COMPLAINT

Plaintiffs, by and through their attorneys, bring this Complaint against the above-named Defendants, and state the following in support thereof:

INTRODUCTION

1. Plaintiff Veris Home Technology LLC ("Veris") is the parent company of AXISS Audio USA, LLC ("AAU") and AXISS Distribution Incorporated ("ADI"). Veris and AAU are operating companies, and ADI is a passive holding company, that together do business as and are well-known in the audiophile community as AXISS Audio ("AXISS"). AXISS is one of the largest importers and distributors of high-end audio Hi-Fi equipment in the United States.

2. AXISS is the exclusive importer and distributor of more than fifteen high-end audio Hi-Fi brands including Accuphase, Soulution, Gauder Akustik, Franco Serblin, and more.

3. Since 2023, when new ownership took over and made meaningful investments of time and capital, AXISS has made substantial operations improvements which have resulted in sales growth of over 300% on average for each of the AXISS brands.

4. Among AXISS's brands is Soulution Audio ("Soulution"). Soulution is owned by Spemot AG ("Spemot"), a Swiss company. Spemot has assigned all of its assignable claims for damages within AXISS's exclusive territory against Defendants in this lawsuit to Veris.

5. The Absolute Sound ("TAS," the largest high end Hi-Fi media company) has awarded more Product of the Year awards to Soulution since its launch in 2006 than to any other high-end Hi-Fi electronics brand. In 2026, as explained in more detail below, Soulution's 717 power amplifier received numerous awards and extraordinary accolades that should have led to significant sales for AXISS.

6. But Defendants' actions, including multiple breaches of contract, numerous instances of defamation and slander, numerous instances of misrepresentation and deceit causing injury to property via falsehood, violations of the Tennessee Consumer Protection Act, and repeated instances of intentional interference with AXISS's and Soulution's contracts and business relationships derailed AXISS's sales and tarnished Soulution's reputation in the high-end Hi-Fi industry.

7. Fundamentally, this case is about three individuals and associated businesses who breached contracts then set out to destroy AXISS, a Tennessee-based business, by defaming, slandering, misrepresenting, engaging in deceit, and otherwise intentionally harming AXISS's business relationships and reputation and the reputation of the products it sells so as to destroy a

competitor, destroy the value of property, and seek vengeance against a company that refused to pay amounts demanded.

8. Defendant Suncoast Audio LLC ("Suncoast"), which is owned by Defendant Michael Bovaird ("Bovaird"), severely mishandled a sale of Soulution products to a prominent customer in breach of its contractual obligations to AAU. Then, rather than owning up to its mistake, Suncoast and Bovaird blamed AXISS and sought to put the cost of their mistakes on AXISS through a series of false and damaging stories, all of which was in further breach of Suncoast's contracts with both AAU and ADI.

9. On information and belief, Defendants Bovaird, Suncoast, Florian Wiegand ("Wiegand"), Luxury Hi-Fi Distribution LLC ("Luxury"), and Clarisys Audio Global Distribution, LLC ("Clarisys," and together with Bovaird, Wiegand, Suncoast, and Luxury the "Bovaird Defendants") have been compensating Defendant Michael Gefteas ("Gefteas")—a professional promoter and reviewer of Hi-Fi products who operates as "The Greek Audio Geek" on Facebook and YouTube—for product reviews.

10. Gefteas operates the Bespoke Audio Shop ("Bespoke") as a sole proprietorship, website, and a consulting service that connects purchasers of audio equipment to dealers. On information and belief, Gefteas conspired with the Bovaird Defendants to take the actions alleged in this lawsuit to benefit himself through illegal means at the expense of AAU.

11. Gefteas has repeatedly published false and damaging stories about AAU and Soulution and has shared confidential information he could have learned only from the Bovaird Defendants.

12. Gefteas did this in violation of a non-disparagement agreement with AAU and continued spreading false, damaging, and disparaging statements for months after he was directly informed that the information he was sharing was false.

13. On information and belief, Gefteas has been compensated by the Bovaird Defendants to publish false, damaging, and disparaging stories.

14. Gefteas has been highly critical of AXISS and Soulution and laudatory to Suncoast, Luxury, and Clarisys. Clarisys is owned by Bovaird and Florian Wiegand and is a manufacturer of high-end Hi-Fi audio speakers that competes with speakers brands that AXISS distributes. On information and belief, Gefteas has been compensated by the Bovaird Defendants to publish positive reviews of Hi-Fi products sold by Suncoast and imported and distributed by Luxury, including Clarisys which is owned by Bovaird and Wiegand.

15. Bovaird owns Suncoast, Luxury, and (together with Wiegand) Clarisys and engaged in contract breach, defamation, slander, misrepresentation and deceit against AXISS and its products—and conspired with Gefteas for him to defame and engage in misrepresentation and deceit against AXISS and its products—in order to intentionally interfere with AXISS's relationship with Soulution so as to destroy AXISS as a competitor, damage the reputation of its products, injure the value of its property, and tarnish the reputation of Soulution as a preferred high-end Hi-Fi brand in the industry.

16. Via its owner, Wiegand, and a Tennessee-based employee Clarisys engaged in defamation. slander, misrepresentation and deceit against AXISS and its products—and conspired with Gefteas for him to do the same—in order to intentionally interfere with AXISS's relationship with its brands, such as Soulution and Gauder Akustik, so as to destroy AXISS as a competitor,

damage the reputation of its products, injury the value of its property, and tarnish Soulution as a preferred Hi-Fi brand in the industry.

17. The defamation, slander, and misrepresentations were injurious falsehoods that damaged property in Tennessee for which Gefteas and the Bovaird Defendants are liable directly and as conspirators.

18. The contract breaches, defamation, slander, misrepresentations, deceit, injurious falsehood, and intentional interference with AXISS's business and contract relationships by the Bovaird Defendants and Gefteas are part of a civil conspiracy among all Defendants to harm AXISS and benefit all of the Defendants.

19. Defendants via their actions and conspiracy have caused millions of dollars of economic harm and immense reputational harm to AXISS.

20. Defendants via their actions and conspiracy have caused substantial economic harm to Soulution and its property.

21. Plaintiffs seek monetary damages to compensate for their losses as well as judgment from this Court to restore their reputation after the many falsehoods Defendants have intentionally injected into the high-end Hi-Fi market.

JURISDICTION AND VENUE

22. This is an action between citizens of different states where the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332. Veris is a Tennessee limited liability company with its principal place of business in this district. All of Veris's members are citizens of Tennessee. Defendants Suncoast, Luxury, and Clarisys are Florida limited liability companies with their principal place of business in Florida, and on information and belief no members of Suncoast,

Luxury, or Clarisys are citizens of Tennessee; Defendant Bovaird is a Florida citizen; Defendant Wiegand is a Swiss citizen; Defendant Gefteas is a Texas citizen who also does business as Bespoke.

23. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims in this lawsuit occurred in this district and because a substantial part of the property that has been damaged is located in this district. In fact, this district is, by far, the district most touched by the events alleged in this action. The vast majority of contract and statutory breaches and torts occurred in whole or in part in this district; Defendants directed their harm toward this district; and the property harmed by Defendants is located in this district. Each AXISS entity has its principal place of business in this district. Defendants Bovaird, Gefteas, and Suncoast all contracted with AAU in this district and breached those Tennessee-based contracts. Defendants' torts were all directed at AAU, AXISS's principal operating entity, in this district, including their intentional interference with AXISS's business relationships. Defendants injured AAU and Soulution's property located in this district. Parts of the conspiracy were conducted by an employee of Luxury and Clarisys located in Tennessee who engaged in activities in this district because Defendants Bovaird and Wiegand placed calls and sent emails into this district to spread false information and instruct that employee to take illegal actions.

24. Venue is also proper in this district pursuant to 28 U.S.C. § 1391(b)(3) because more events or omissions giving rise to the claims in this lawsuit occurred in this district than any other district in the country and all Defendants are subject to personal jurisdiction here whereas no other judicial district is likely able to assert personal jurisdiction over every defendant.

25. This Court has personal jurisdiction over Defendants pursuant to Tennessee's long-arm statute, Tenn. Code Ann. § 20-2-223, because Defendants transacted business in this state, caused tortious injury to Plaintiffs by act or omissions in this state, violated statutes and thereby caused harm to Plaintiffs in this state, and/or caused tortious injury outside of this state while regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods used or consumed or services rendered in this state.

26. Specifically, and by way of example, as detailed further below, this Court has personal jurisdiction over every Defendant because:

(a) Defendant Bovaird executed contracts for Suncoast repeatedly with AAU (a Tennessee LLC) in this state to be performed under Tennessee law, repeatedly sent payments to AAU in this state, contracted directly with AAU at least four times on matters pertaining to this dispute and breached two of those contracts with AAU as alleged herein, hired and manages an employee of Luxury and an agent of Clarisys who resides in and works in this state, interacts with that employee and pays him in this state regularly, and engaged in a conspiracy directed at Plaintiffs in this state that included Luxury/Clarisys and their employee/agent in this state.

(b) Defendant Gefteas contracted repeatedly with AAU and Veris for contracts to be performed under Tennessee law, sent payments and shipments to Tennessee, received shipments of goods from Tennessee as part of the contracts he entered into with Veris and AAU in this state, threatened an employee of AAU in this state to receive another contract from AAU and then breached that contract with AAU and made good on his threat by directing false statements,

misrepresentations, deceit, and defamation against AXISS in this state in an effort to intentionally interfere with AAU's business relationships in this state, injury AAU and Soulution's property in this state, and as part of a conspiracy directed at Plaintiffs in this state.

(c) Defendant Suncoast contracted with AAU in this state for contracts governed by Tennessee law, sent payments to AAU in this state, received shipments from AAU from this state, breached contract with AAU, and is part of a conspiracy directed at Plaintiffs in this state.

(d) Defendants Luxury and Clarisys each conduct substantial operations from this state via their employee/agent Dave Weintraub who lives and works out of Nashville, Tennessee. On information and belief, Mr. Weintraub is an employee of Luxury who also is contracted to serve as the head of sales in the United States for Clarisys, via Luxury, from Nashville TN. Luxury engages with its employee in Tennessee on a regular basis and sends payments into Tennessee to compensate its employee. Mr. Weintraub is an agent for Clarisys as he handles all sales of Clarisys products in the United States via Luxury. Clarisys engages with its agent in Tennessee on a regular basis. Luxury and Clarisys participated in the conspiracy alleged herein, including in Tennessee by instructing Mr. Weintraub to place phone calls from Tennessee to AXISS dealers slandering the Soulution products and intentionally interfering with AXISS's business relationships with its distributors as well as injuring the property of AAU and Soulution in this state via falsehood.

(e) Defendant Wiegand engaged with this state every time he engaged with Dave Weintraub, Clarisys's sales agent who operates out of Tennessee.

Defendant Wiegand directly touched Tennessee as part of the torts and conspiracy alleged here when he spoke with or otherwise instructed Dave Weintraub, Clarisys's sales agent in Tennessee, to speak via telephone from Tennessee with a distributor in Utah to encourage that distributor to drop the Soulution products based on information that was false or at a minimum misrepresented or was deceitful about the products. Mr. Wiegand also participated in the conspiracy alleged herein and directed torts and injurious falsehood against Plaintiffs and their property in Tennessee and interfered with AAU's business relationships centered on this state.

27. An actual and justiciable controversy exists between Plaintiffs and Defendants.

THE PARTIES

28. There are three companies who together do business as AXISS Audio ("AXISS").

29. Plaintiff Veris Home Technology LLC ("Veris") is a Tennessee limited liability corporation with its principal place of business in Nashville, Tennessee that operates entirely from Tennessee. Veris's members are all citizens of Tennessee. Veris is the parent company of AAU and ADI. Veris is also an operating company that handles repair services and makes direct sales of used and vintage products to end users that it purchases from AAU. For example, Veris contracted directly with Defendant Gefteas who paid Veris in Tennessee for audio equipment that Veris shipped to Gefteas from Tennessee.

30. Veris owns all of the stock and controls all property and rights of AXISS Distribution, Inc., ("ADI"). ADI is a California corporation with its principal place of business in Nashville, Tennessee. ADI ceased doing business as an operating company by the end of 2024. Today, ADI is a purely passive company that holds certain contract rights but owns no property

and conducts no transactions. Rather, as explained below, AAU is the operating company that conducts most of the business affairs of AXISS. ADI was in the process of winding down operations when AAU first contracted with Gefteas, but all of the legal causes of action asserted in this complaint arose after ADI had ceased operations.

31. Veris owns all of the shares and is the sole member of AXISS Audio USA, LLC ("AAU"). AAU is a Tennessee limited liability corporation with its principal place of business in Nashville, Tennessee. AAU is the operating company that does the work of AXISS and effectively replaced ADI as an operating company. When people in the audiophile community, including Defendants, speak of "AXISS" they are referring almost always to AAU, since AAU is the company that does all of the work people think of as the business of AXISS. AAU has ten employees, eight of whom are located in Tennessee. AAU imports its exclusive products, including Soulution products, from manufacturers into Tennessee; holds those products in its warehouse in Nashville, Tennessee; and ships the products from Tennessee to dealers around the country. Each shipment is governed by a purchase order followed by an invoice that is a separate contract made by dealers with AAU whereby the dealers contract with AAU in Tennessee, pay AAU in Tennessee, and receive shipments of products that AAU sends from Tennessee. For example, as alleged in greater detail below, Defendant Suncoast has repeatedly contracted with AAU in Tennessee, paid AAU in Tennessee, and received shipments from AAU from Tennessee. Defendant Gefteas likewise repeatedly contracted with AAU in Tennessee.

32. Veris is also the assignee of all assignable claims Spemot has against the Defendants for damages and other relief related to Soulution-branded products within the United States and Canada, which is the exclusive territory served by AXISS. Veris therefore brings this

action both in its own capacity and as assignee of Spemot and seeks damages on behalf of Spemot for all damages Spemot sustained from Defendants within the United States and Canada.

33. Defendant Michael Bovaird is an individual residing in Sarasota, Florida. Bovaird owns Defendants Suncoast and Luxury and has an ownership interest in related party Clarisys.

34. Defendant Suncoast Audio, LLC ("Suncoast") is a Florida limited liability corporation with its principal place of business in Sarasota, Florida. On information and belief, the members of Suncoast are Florida citizens, and no member is a citizen of Tennessee.

35. Defendant Luxury Hi-Fi Distribution, LLC ("Luxury") is a Florida limited liability corporation with its principal place of business in Sarasota, Florida. On information and belief, the members of Luxury are Florida citizens, and no member is a citizen of Tennessee.

36. Defendant Clarisys Audio Global Distribution, LLC ("Clarisys") is a Florida limited liability corporation with its principal place of business in Sarasota, Florida. On information and belief, the members of Clarisys are Florida citizens or citizens of Switzerland, and no member is a citizen of Tennessee.

37. Defendant Florian Wiegand is a Swiss citizen and co-owner and Manager of Clarisys.

38. Defendant Michael Gefteas is an individual residing in Frisco, Texas. Gefteas reviews and promotes high-end Hi-Fi equipment under the name The Greek Audio Geek. Gefteas also operates Bespoke Audio Shop, which is not a separate legal entity.

FACTUAL ALLEGATIONS

AXISS and Soulution Build a Successful Partnership

39. AXISS is the successor company to ADI, which was founded in 1993. As alleged above, AAU now handles all of the operations that used to be handled by ADI. Since 1993, AXISS, first as ADI and now as AAU, has been an importer and distributor of top-tier Hi-Fi equipment.

40. Today, AXISS represents more than 15 top brands like Accuphase, Soulution, Gauder Akustik, Franco Serblin, and more.

41. AXISS is owned primarily by Cliff Duffey, who is the largest shareholder of Veris. Other shareholders include Mrs. Duffey and another individual, all of whom reside in Tennessee. There are four additional investors, all of whom also reside in Tennessee.

42. Mr. Duffey is a passionate audiophile and successful entrepreneur who founded and led an Internet security software company for over twenty years. Mr. Duffey is a small business owner based in Nashville, Tennessee who brought his years of business experience and put his own time and capital at risk to acquire and revitalize AXISS.

43. Since the purchase in 2023, the new ownership of AXISS has made substantial operations improvements which have resulted in sales growth of over 300% on average for each of the AXISS brands.

44. The new ownership also wound down all operations in California and moved all AXISS operations to Tennessee. All operations of AXISS are now run by AAU out of Nashville, Tennessee (except for repair services and direct sales of used and vintage products to end users which are sold through Veris).

45. In general, AXISS does not sell direct to consumers. It is a pure wholesale distributor to retail Dealers who are themselves specialists at installing and supporting high end Hi-Fi products for passionate audiophile customers.

46. These sales are conducted by AAU via purchase orders and invoices under Tennessee law. Dealers have also agreed to follow certain requirements set out in a standard Authorized Dealer Agreement that AXISS's Dealers have agreed to follow.

47. The one exception is when Veris sells directly to a limited number of end-users. For example, as alleged below, Veris sold heavily discounted demonstration products to Gefteas as part of a contract between Veris and Gefteas that Veris agreed to enter following Gefteas's completion of a contract he entered into with AAU.

48. Many Hi-Fi distributors in the United States provide import and logistics services with some small amount of advertising and sales support for their Dealers, but AXISS goes much further by working as an outsourced extension of the manufacturers it imports and distributes. AXISS owns responsibility for all operations, marketing, product support, service, and repair for its Dealers and customers in the United States and North America.[1] This allows AXISS's brand partners to focus solely on their technology and manufacturing while outsourcing everything else to AXISS, and the comprehensive outsourcing approach has been a key differentiator and a driving reason behind the success of AXISS's stellar reputation in the industry and coinciding sales growth.

49. Today AXISS is one of the largest high-end Hi-Fi importers and distributors in the United States. Its sales growth has exceeded 300% since 2023. Before the events giving rise to this

[1] As explained below, warranties for the products AXISS imports and distributes are provided by the manufacturers.

lawsuit, AXISS was seeing uninterrupted sales growth. Prior to the actions of Defendants alleged in this lawsuit, Soulution was AXISS's most successful brand.

50. Soulution Audio is a subsidiary business of the Swiss company Spemot. Since around 1960, Spemot's primary business has been to build high quality electric motors, mostly for special application purposes.

51. Starting around 2005, Spemot launched Soulution as a new subsidiary business. Spemot's goal was for Soulution to build the highest performance audio electronics possible, with cost as no object, leveraging the experience that Spemot had developed in advanced electronics engineering.

52. Today Spemot and Soulution operate from their factory office in Dulliken, Switzerland with an estimated 60 employees.

53. The results for the Soulution products have been extraordinary. Since the launch of its first products, reviewers and customers have hailed Soulution as one of the best manufacturers of high-end Hi-Fi audio electronics in the world.

54. Over the past 20 years, The Absolute Sound ("TAS"), the largest high end Hi-Fi media company, has awarded more Product of the Year awards to Soulution than any other high-end Hi-Fi electronics brand.

55. Each generation of Soulution products has been widely regarded as one of the very best in their category. For example, the Soulution 727 preamplifier was named by TAS to be the "Preamp of the Year" when it was launched in 2024. The Soulution 757 phono amplifier was named by TAS to be the "Overall Product of the Year" in 2025 after its launch.

56. As relevant here, in January 2026, the Soulution 717 power amplifier was reviewed by TAS and featured on the cover of the magazine. The TAS reviewer and Executive Editor called it the most life-like solid-state amplifier he has heard and one of the best amplifiers ever.

57. In April 2026, AXISS's Soulution show room at the largest North America tradeshow, AXPONA, was awarded Best in Show by multiple reviewers as the best sounding room in the "cost no object" category. In July 2026, TAS selected the Soulution 717 for its annual Golden Ear award and selected the 717 to be the Overall Best New Hi-Fi Technology of the Year.

58. AXISS is the exclusive importer and distributor of Soulution products in the United States and the rest of North America. A true and correct copy of AXISS's contract with Spemot / Soulution, a contract originally entered into and still passively held by ADI, is attached to this complaint as **Exhibit 1**.

59. AXISS has invested substantial time and capital into promotion of all of its brands, including Soulution. For example, AXISS invested substantial time and capital to create its award-winning Soulution showroom at AXPONA.

60. That investment, coupled with the many awards and accolades for the Soulution products, poised Soulution for sales, revenue, and profit growth. But all of that ended abruptly because of Defendants' bad acts.

61. AXISS calculates that Defendants' actions have already cost AXISS and Soulution more than $2,000,000.00, a damages amount that grows by the day because of the ongoing reputational harm Defendants conspired to foist upon AXISS and its brands.

Suncoast Contracts with AXISS While Luxury Competes with AXISS

62. The Bovaird Defendants are competitors to AXISS who sell competing brands, including the Clarisys brand in which they have a significant financial interest.

63. Bovaird is an entrepreneur in Florida who owns and operates a number of Hi-Fi audio businesses. These businesses include Suncoast, Luxury, and Clarisys.

64. Luxury is an import and wholesale distribution business located in Sarasota, Florida that engages in substantially similar work to AXISS.

65. Luxury maintains substantial operations in Tennessee via Dave Weintraub, a Nashville-based employee who, on information and belief, leads up Luxury's sales in the United States.

66. On information and belief, many contracts for sales by Luxury are created in Nashville, Tennessee by Mr. Weintraub and are then sent to other states.

67. On information and belief, Bovaird engages with Mr. Weintraub on a regular basis via teleconferences and other means to perform Luxury business while Mr. Weintraub is present in Tennessee.

68. Luxury and AXISS compete directly against each other

(a) to win the exclusive distribution rights for high-end Hi-Fi products that they want to sell in North America;

(b) to sign up top Dealers to sell the brands that each company represents; and

(c) to sell the high-end Hi-Fi brands and products, via dealers, to the ultimate customers.

69. Luxury is the exclusive North American distributor for Clarisys Audio speakers, and a handful of other Hi-Fi brands.

70. Clarisys manufactures and sells high end Hi-Fi speakers made with a unique ribbon-style driver.

71. Bovaird and Wiegand have a financial interest in Clarisys. They are listed as co-managers of Clarisys by the Florida Secretary of State. On information and belief, Bovaird, either directly or through companies that he owns and controls, owns a 50% interest in Clarisys, and Wiegand owns the other 50%.

72. On information and belief, all United States sales of Clarisys products to Dealers are contracted through Luxury and handled by Dave Weintraub out of Tennessee.

73. Weintraub is, therefore, an agent of Clarisys.

74. Therefore, on information and belief, the management of the Clarisys Authorized Dealer network and all Clarisys United States sales are processed by an employee of Luxury in Tennessee who acts as Clarisys's agent.

75. As is the case with Luxury, on information and belief, most if not all contracts for sales of Clarisys products are created in Nashville, Tennessee by Mr. Weintraub and are then sent to other states.

76. Furthermore, on information and belief, Bovaird and Wiegand, the owners of Clarisys, regularly engage with Mr. Weintraub via teleconferences and other means to perform Clarisys business while Mr. Weintraub is present in Tennessee

77. Clarisys products have not won as many awards or accolades as Soulution products.

78. Suncoast is a retail Dealer of high-end Hi-Fi products located in Sarasota, Florida. Suncoast sells directly to consumers and represents a larger number of audio brands than Luxury.

79. Bovaird owns Suncoast.

80. Suncoast was an Authorized Dealer of AXISS that, until 2026, carried Soulution products as well as other products exclusively imported and distributed by AXISS.

81. To that end, Suncoast entered into an Authorized Dealer Agreement with AXISS. The agreement, which is signed by Bovaird with ADI, is dated April 23, 2023, which is after AXISS's current ownership had acquired ADI (effective January 1, 2023) and during the time ADI was being wound down as an operating company. In other words, Suncoast contracted with AXISS at a time Bovaird knew that AAU was the operating company being spun up to handle the operations of AXISS.

82. A true and correct copy of the Authorized Dealer Agreement (the "Agreement") is attached to this complaint as **Exhibit 2**.

83. Subsequent to signing the Authorized Dealer Agreement, Suncoast has contracted repeatedly with AAU via purchase orders for purchases of audio equipment, all of which are then accepted as invoices and become contracts under Tennessee law that Bovaird entered into on behalf of Suncoast in Tennessee and which AAU performed from Tennessee.

84. All told, Suncoast engaged in 11 different transactions with AAU totaling $275,907.40 with payments made to AAU via its bank in Tennessee and products shipped by AAU from Tennessee to locations requested by Suncoast. Bovaird executed each of these contracts.

85. AXISS has entered into similar Authorized Dealer Agreements with all of its authorized dealers.

86. AAU has entered into similar purchase order contracts, all of which are done under Tennessee law, from Tennessee, with its other Dealers.

87. The Bovaird Defendants and Gefteas Defendants are aware of AXISS's business relationships with its dealers. In fact, like most audiophiles, Defendants were aware that AXISS is the exclusive distributor of Soulution products in North America.

88. In the Agreement, Suncoast, among other things, agreed to adhere to specific trade practices and to make its best efforts to support any AXISS products it sells.

89. Specifically, in section 3.6 of the Agreement, Suncoast contracted to abide by certain trade practices:

> 3.6 **Trade Practices.** Dealer shall at no time engage in "bait and switch" practices or any other unfair trade practices with respect to the Products, shall make no physical, electrical or mechanical alterations to the Products without the advance written consent of the Company, shall make no false or misleading representations with regard to the Company or the Products, and shall engage in no activities which may reflect adversely upon the Company or the Products. Dealer shall make no representations to customers or to the trade with respect to the specifications, features or performance of the Products, except such as may be approved in writing or published by the company.

90. Among others, Suncoast promised not to "bait and switch" customers between products and to "make no false or misleading representations with regard to [AXISS] or the Products, and shall engage in no activities which may reflect adversely upon [AXISS] or the Products."

91. It bears emphasis that in the Agreement signed with ADI, Suncoast agreed not to engage in unfair practices "with respect to the Products"—that is, the products imported and distributed by AAU.

92. In Section 3.7 of the Authorized Dealer Agreement Suncoast agreed to:

> 3.7 **Best Efforts.** Dealer shall use its best efforts to promote and sell the Products and shall at all times represent the Products fairly in comparison with competitive products. If a customer inquires about a product which is competitive with any of the Company's Products carried by Dealer, Dealer shall describe and offer to demonstrate the features and benefits of the Company's Products so as to enable the customer to enjoy a full range of choice.

93. This was a material term of the Agreement. Specifically, since Suncoast not only sells but, in fact, has an owner (Bovaird) with ownership in (i.e. a conflict of interest in) Luxury (a competing importer / distributor), and an interest in Clarisys (a competing brand), it was

especially important that Suncoast agreed in 3.7 to "use its best efforts to promote and sell the Products and . . . at all times represent the Products fairly in comparison with competitive products."

94. Once again, in this contract Suncoast was making promises with regard to the products which are imported and distributed by AAU.

95. The Bovaird Defendants all have a material interest as competitors to AXISS and Soulution in seeking the diminishment of AXISS and its exclusive brands, such as Soulution and Gauder Akustik, while perpetuating the advancement of Luxury and its exclusive brands, especially Clarisys.

96. Given that competitive posture, Suncoast's contractual promises to make no misleading statements and engage in no activities reflecting adversely upon AXISS and its products (3.6), and to use its best efforts to represent the products fairly in comparison with other products (3.7), was especially important before AXISS would agree to do business with Suncoast.

97. Suncoast also acknowledged in Article 8 of the Agreement that AXISS does not warrant the products it imports and resells. Suncoast specifically acknowledged that AXISS gave Suncoast no implied warranties, and Suncoast acknowledged that AXISS is not liable for any damages because of products or parts defects.

98. Rather, warranties in the high-end Hi-Fi audio market are provided by the actual manufacturers of products. Typically a warranty requires the manufacturer to repair or replace any audio product that is damaged or does not otherwise operate as promised.

99. Refunds are not typically provided by manufacturers who instead typically repair or replace the product.

100. As the importer and distributor, AAU facilitates between Dealers like Suncoast and manufacturers like Soulution the repair and replacement of products.

101. Following Suncoast's breaches of the Agreement detailed below, especially Suncoast's material breach by conspiring with the Gefteas Defendants to defame, slander, and.or engage in misrepresentation and deceit about AXISS and its products, AXISS terminated the Agreement in late December of 2025, with an effective date of January 22, 2026.

Gefteas Demands Compensation for Favorable Reviews

102. A little after AXISS began to contract with Suncoast, AXISS began to work with Gefteas to seek reviews of AXISS and its products.

103. Gefteas is a full-time professional Hi-Fi product reviewer and social media influencer who operates as "The Greek Audio Geek" on Facebook, Instagram, and YouTube. He promotes his online influence with "25,000 strong followers" and touts his "engaging daily content and conversation" on his website.

104. Manufacturers and distributors pay Gefteas to review and promote their products and post comments on his Facebook and YouTube channels, knowing his influence in the high-end audio world. The reviews are directed at audiophiles all across the country with most if not all of these audio enthusiasts having a keen awareness of manufacturers, distributors, brands, and who carries exclusivity for certain brands.

105. Gefteas is aware of the companies AXISS distributes and has knowledge specifically of the relationship AXISS has with Soulution.

106. AXISS first worked with Gefteas in November of 2023. Gefteas reviewed AGS diffusor products imported and distributed by AXISS that were made by a company named Nihon Onkyo Engineering.

107. After completing the review, Gefteas contacted AAU in Tennessee, told TJ Goldsby, an AAU employee in Tennessee, that he really liked the AGS products, and asked if AAU would make it possible for Gefteas to find a way to keep the AGS products.

108. Gefteas thus personally and directly reached out to a AAU, a Tennessee-based company and engaged with employees in Tennessee to seek to enter a contractual relationship with that Tennessee-based company.

109. When Gefteas initiated contact and made an offer to a Tennessee-based company to enter into a contract made in Tennessee that was to be performed in large part in Tennessee, Gefteas purposefully availed himself of Tennessee's protection and legal benefits.

110. Since Gefteas's review had been favorable and led to a few new sales, AAU agreed to sell Gefteas the reviewed products for $5,916.60, which is a 62% discount to the $15,370.00 retail price Gefteas would otherwise have had to pay. AAU and Gefteas agreed that the nearly $10,000.00 discount was fair compensation for the review and promotion of the AGS products.

111. Gefteas's contract with AAU also necessitated a contract with Veris because Veris, not AAU, is the AXISS entity that sells directly to end users like Gefteas.

112. Therefore, Gefteas entered in an invoice order contract with Veris On June 15, 2024. This too was a contract Gefteas entered into in Tennessee with a Tennessee-based company whose performance took place primarily in Tennessee. A true and correct copy of the contract between Gefteas and Veris is attached hereto as **Exhibit 3**.

113. The contract between Gefteas and Veris acknowledges the AAU contract that Gefteas had already performed. It specifically notes, "Because customer did a great review of these products, AXISS Audio (i.e. AAU) has arranged for these to be sold to customer at a 62% discount to List Price, while also covering the costs of shipment and any payment processing fees."

114. The contract with Veris goes on to state that Gefteas needs to pay 50% now and the remaining 50% after 60 days.

115. As agreed in his contract with Veris, Gefteas paid the first 50% of that amount, $2,958.30, on July 5, 2024 and the remaining balance of $2,958.30 on August 27, 2024.

116. Gefteas made both payments to Veris's bank by transferring money to Tennessee.

117. That same August of 2024, Gefteas began a new review for AXISS on an Accuphase E-5000 integrated amplifier.

118. Gefteas contracted again with AAU for the review as AAU arranged for Gefteas to be loaned the equipment to conduct his review.

119. Gefteas benefitted from this arrangement. AXISS is a leader in the industry, as are the products it sells. By contracting with AAU and reviewing AXISS products Gefteas was able to legitimize himself as an influencer in the industry.

120. This was significant consideration AXISS provided to Gefteas via the many contracts that governed the relationship between Gefteas and AXISS.

121. Gefteas published the Accuphase review on both Facebook and YouTube in October 2024, and it was very positive and favorable for the Accuphase product.

122. After Gefteas completed the Accuphase review, he reached again reached out to Goldsby, an AAU employee located in Tennessee. Although neither AXISS nor Gefteas had discussed any compensation for Gefteas's Accuphase review above the loan of the equipment and association with AXISS's industry-leading reputation noted above, Gefteas told Goldsby that he did not think it was fair for him to not receive additional compensation because Gefteas's AGS review had led to a number of sales and he deserved to share more in that product's success. Gefteas then told Goldsby that he did not think it was fair that AXISS had required him to make

the final $2,958.30 payment on the AGS products he purchased. Gefteas proposed that AXISS (via Veris) should consider refunding that payment as compensation for the Accuphase E-5000 review and as a thank you for the success of the AGS review.

123. Goldsby agreed to discuss the idea with the AXISS management team and share feedback at a later date, but before Goldsby could finish that consultation, Gefteas emailed Goldsby in Tennessee and made a new proposal for a new contract. Gefteas proposed that AXISS send him an additional $10,485.00 of AGS products which he would then add to his system. Gefteas said he would do two follow-up videos about his AGS product experience, post un-boxing pictures on his Facebook page, and make additional postings to promote AGS. In exchange, Gefteas proposed to keep all of the additional AGS product for free as compensation for posting the new videos, pictures, and promotions of AGS products.

124. On information and belief, Gefteas accepts free products he receives for reviews, sometimes keeps these products for his personal use, and sometimes sells them directly or through intermediaries in order to make income for his promotional work.

125. On information and belief, Gefteas further enriches himself via Bespoke.

126. Gefteas started Bespoke at the beginning of 2026, in the middle of the events chronicled in this lawsuit.

127. Bespoke purports to be a consultation business. On information and belief, by consulting with buyers and then recommending certain dealers to sell equipment to the buyers he consults with, Gefteas is able to facilitate the sales of the products he receives for his reviews and promotions.

128. On information and belief, Gefteas uses Bespoke to refer business to Suncoast and for products imported and distributed by Luxury, including Clarisys which is owned by Bovaird and Wiegand.

129. In fact, Gefteas all but admitted he directs his customers to Suncoast on November 7, 2025 when he posted that Suncoast is one of only two dealers from which he purchases.

130. On information and belief, Gefteas is compensated for the buyer referrals he makes via Bespoke, including the referrals he makes to Suncoast and for products imported and distributed by Luxury, including Clarisys which is owned by Bovaird and Wiegand.

131. The Bovaird Defendants and Gefteas Defendants thus conspired to perform the events chronicled in this lawsuit in order to harm AXISS and enrich themselves.

132. The AXISS team concluded that Gefteas's ask for more than $10,000.00 of free products was outside of normal industry standards and that AAU should pass on Gefteas's proposed contract. But when Goldsby delivered that response back to Gefteas, he became angry, stated that he deserved to be paid more for his review work, and noted that AXISS's competitors were giving him free products for doing their reviews.

133. Gefteas then demanded the refund of the $2,958.30 second payment for the discounted AGS products. When Goldsby responded that the contract between AAU and Gefteas for the AGS deal had already closed out and there was no justification to renegotiate it, an enraged Gefteas told Goldsby that AAU must pay more for Gefteas to continue performing positive reviews for AXISS products.

134. AAU then decided it could consider some form of monthly sponsorship to support future work, but before negotiating that option, Gefteas told Goldsby that if he did not get a refund

of the $2958.30 that he would refuse to review Gauder Akustik speakers he had been loaned for review and no longer review any future products for AXISS.

135. Gefteas had received the Gauder Akustik speakers via another contact he entered into with AAU in October of 2024, whereby AAU agreed to loan the speakers to Gefteas as part of a product review, and Gefteas agreed to return them or pay for them. A true and correct copy of the contract between AAU and Gefteas over the Gauder Akustic speakers is attached hereto as **Exhibit 4**.

136. Once again, Gefteas contracted directly with AAU, a Tennessee-based company, that shipped products to Gefteas from Tennessee, and in the contract Gefteas promised to return the products to Tennessee or pay AAU in Tennessee. AXISS incurred about $1,000 in expense sending the speakers back and forth.

137. Gefteas did not fulfill this contract. He had agreed to review the Gauder Akustic speakers but did not.

138. When Gefteas was demanding the additional $2,958.30 cash payment from Goldsby, he also implied that it would be harmful for AXISS's reputation if the partnership ended on bad terms and pressured Goldsby to find some way to get that payment refunded. In other words, Gefteas threatened AAU via AAU's employee in Tennessee in order to demand payment from AAU or else face damaging internet posts. Gefteas was well-aware that a bad review of a product AXISS distributes is not only harmful to the manufacturer but also directly affects the distributor's reputation as audiophiles associate these exclusive distributors with the products they promote.

139. Pressured and intimidated as he was by Gefteas, and concerned about the damage that Gefteas had threatened to cause AAU and its products, Goldsby decided to enter into another contract with Gefteas.

140. Goldsby in his capacity as an AAU employee agreed to pay Gefteas $1,479.15 in exchange for Gefteas's promise to continue to review AXISS products and not disparage AXISS and its products, as Gefteas had threatened to do.

141. In other words, in response to Gefteas' offer (that he made by placing phone calls and sending emails into Tennessee) to not disparage AXISS in exchange for $2,958.30, Goldsby counter-offered $1,479.15, which Gefteas accepted. From his location in Tennessee, Goldsby personally made two cash payments equal to 25% of the amount that Gefteas was demanding ($1,479.15 in total) via Zelle.

142. Gefteas received those payments in consideration for his promise to continue to do reviews and to not disparage AXISS. AAU's employee in Tennessee negotiated the non-disparagement agreement from Tennessee; and the payments went from Tennessee to Gefteas through an account that belonged to Gefteas's wife.

143. AAU provided additional consideration in that the agreement for Gefteas to continue to review AXISS products and not disparage AXISS would help continue to legitimize Gefteas as an influencer and reviewer in the industry since AXISS is a leader in the industry, as are the products it sells.

144. But Gefteas breached his promise. Dissatisfied with the $1,479.15 payment, which he kept, Gefteas began to systematically criticize AXISS and its products, disparaging AXISS in violation of his promise not to do so.

145. In fact, Gefteas ultimately posted on May 12, 2026 about the Gauder Akustik speakers that he had refused to review that they are the "worst speakers" he ever heard, "absolutely lifeless, emotionally disconnected … I never had a positive impression of it in any way."

146. So Gefteas broke his contract and disparaged AXISS and its product by calling one of AXISS's brands as the worst he ever heard.

147. At the same time that he disparaged the Gauder Akustik product sold by AAU, Gefteas misrepresented facts and deceived viewers on his YouTube channel by suggesting he does not take compensation for reviews when he in fact had demanded and had been paid $1,479.15 from AAU's employee and had previously received a 62% discount on AGS products in exchange for a positive review of them.

148. As alleged below, that negative review came during a time when Gefteas has been actively defaming and engaging in misrepresentation and deceit against AXISS and the products AAU imports and sells as part of the conspiracy involving the Bovaird Defendants and Gefteas.

149. Not long after Goldsby paid him $1,479.15, Gefteas immediately stopped writing positive reviews of AXISS and the products AXISS carries. To the contrary, Gefteas began to regularly and systematically criticize AXISS brands such as Soulution, Gauder Akustik, and Accuphase.

150. At the same time Gefteas criticized AXISS and its products, he praised the Bovaird Defendants, including Luxury and its products. For example, in just a four week period from August 11, 2025 to September 8, 2025, Gefteas praised and promoted the Bovaird Defendants and their products no less than 16 times in videos and on his Facebook page.

151. Likewise on November 7, 2025, Gefteas praised both Clarisys and Suncoast and noted that Suncoast is one of only two dealers that he buys from.

152. Meanwhile, Bovaird suggested in a public video posted in late January of 2026 that he gave away free Clarisys products to YouTube reviewers as a better form of marketing than advertisement.

153. Gefteas does his reviews on YouTube and has performed multiple reviews and promotions showing himself in possession of two expensive sets of Clarisys speakers.

154. Gefteas regularly claims that he receives no compensation for his reviews.

155. That claim is false, as shown by the payments and free products that Gefteas demanded and received from AAU and by Gefteas having told AXISS that AXISS competitors give him free products.

156. Moreover, given Bovaird's statement that he provides free product to YouTube reviewers and Gefteas's many positive reviews and promotional postings of the Bovaird Defendants and their products immediately following AAU's refusal to continue paying Gefteas, coupled with Gefteas's demand for over $10,000.00 in compensation from AAU for a positive review and package promotional postings, Plaintiffs plead on information and belief that the Bovaird Defendants have paid Gefteas in excess of $100,000.00 for positive reviews and promotions of their businesses and the products they sell.

Suncoast Breaches the Authorized Dealer Agreement, and AXISS Fixes Suncoast's Customer Service Failure

157. In October 2024, Suncoast submitted a purchase order and made deposits for one Soulution 727 preamplifier and two Soulution 717 power amplifiers. This was a "pre-order" of the newest Soulution products, some of which were in the final stages of development.

158. Suncoast effectuated these deals through three contracts.

159. First. Suncoast was able to purchase Soulution products from AXISS because it was an Authorized Dealer and had signed the Agreement with ADI referenced above. The Agreement binds Suncoast to certain contractual requirements as delineated above.

160. Second, Suncoast purchased the products from AAU via purchase orders that were then accepted as invoices, each of which was billed to Bovaird and was a contract completed in Tennessee under Tennessee law. A copy of the invoice for the 727 Preamplifier and demonstrating that the contract was made with AAU in Tennessee is attached hereto as **Exhibit 5**.

161. A copy of the invoice for the 717 amplifiers and demonstrating that the contract was made with AAU in Tennessee is attached hereto as **Exhibit 6**.

162. Suncoast paid the deposits to AAU at its bank account with First Horizon (formerly First Tennessee) Bank. A true and accurate copy of the $60,000 deposit paid to AAU in Tennessee is attached here to as **Exhibit 7**.

163. Bovaird personally arranged and personally approved payment and other terms of the deal.

164. Suncoast subsequently made payments to AAU's account at First Horizon in Tennessee on December 9, 2024 ($24,835.63) and June 13, 2025 ($86,471.26). True and accurate copies of those additional payments made to AAU in Tennessee are attached hereto as **Exhibits 8 and 9**.

165. The 727 shipped in late 2024 from Tennessee and was installed in December at the home of a customer in Malibu, California whose online name is PK-LA.[2] The 727 worked without any problems, and PK-LA said it was the best preamplifier he had ever used in his system.

[2] To protect the personal privacy of the customer, Plaintiff refers to this customer by his online name, PK-LA. The name and identity of the customer is well-known to all Defendants as detailed by their many statements and actions alleged in his lawsuit.

166. The Soulution 717 amplifier became available to ship in June 2025.

167. Suncoast asked AAU to arrange for the 717s to ship directly from the Soulution factory to PK-LA.

168. That request led to a third contract between Suncoast and AAU.

169. Bovaird placed phone calls and sent text message to AAU employee TJ Goldsby. Bovaird personally promised Goldsby (as representative of AAU) that Suncoast had agreed to coordinate with PK-LA and to assist him with installing the 717 amplifiers, once they arrived.

170. In reliance upon Bovaird's promise to ensure that the installation would be handled by Suncoast, AAU agreed to ship the 717 amplifiers directly to PK-LA and provided Suncoast with shipping details and tracking numbers.

171. But Bovaird did not keep his promise. Suncoast breached its agreement with AAU and PK-LA and failed to travel to California to support its customer with the installation.

172. Assistance with installation, especially for a high-end product like the Soulution 717s is a common service provided by dealers in the industry and expected for any retail sale above $100,000.00. That was particularly true here where AAU arranged for the products to be shipped directly to the customer in reliance upon Suncoast's promise that it would handle the installation.

173. Altogether Suncoast engaged in four contracts as part of the PK-LA transaction:

(a) First, Suncoast was able to place an order because of the Agreement between ADI (a company with its principal place of business in Tennessee) and Suncoast, which obligated Suncoast as an Authorized Dealer to certain requirements as alleged above and below.

(b) Second, Suncoast contracted with AAU in Tennessee to purchase the 727 preamplifier.

(c) Third, Suncoast contracted with AAU in Tennessee to purchase the 717 amplifiers.

(d) Fourth, Suncoast and Bovaird contracted with AAU in Tennessee to get AAU to ship the 717 amplifiers directly to PK-LA's home in California in exchange for Suncoast's promise to travel to California and arrange for the installation.

174. When neither Bovaird nor anyone from his Suncoast team showed up to assist in California, PK-LA attempted to set up and install the Soulution 717 amplifiers himself starting on or around July 1, 2025.

175. On July 2, 2025, PK-LA called Cliff Duffey and informed him that, at some point during the installation and setup of one of the Soulution 717s, a speaker binding post had broken in half. This rendered that amplifier unit inoperable and in need of repair: a standard issue covered by warranty. Duffey told PK-LA that AXISS would arrange to have that repaired.

176. Other than the broken binding post, at that time AXISS was not aware of any issues with the Soulution products or PK-LA's setup.

177. On July 5, 2025, Bovaird personally contacted AAU in Tennessee informed AAU that there was another problem with the Soulution products in PK-LA's possession.

178. On information and belief, problems with the products arose because of Suncoast's failure to properly install the products, according to its contract obligations with AAU and its obligations under the Agreement with ADI.

179. Bovaird and Suncoast breached their contractual promise to install the Soulution products, upon which AAU had relied.

180. The Agreement specifies that AXISS offers no implied warranties and excludes all claims for damages by Suncoast except to repair or replace products at AXISS's option.

181. The reason for these limitations is that warranties in the high-end Hi-Fi audio market are provided by the actual manufacturers of products. These warranties require the manufacturer to repair or replace any audio product that is damaged or does not otherwise operate as promised.

182. In breach of the Agreement and against industry practice, Suncoast never gave Soulution (or AAU) a reasonable period of time to analyze the products for fault or to repair or replace the product.

183. To the contrary, on July 5, 2025, Bovaird texted TJ Goldsby of AAU and told him that the sale to PK-LA would have to be undone.

184. In other words, the first time AAU heard of a possible issue other than on the amplifier with the broken post came in the form of a demand that it take all of PK-LA's Soulution products back—not that it repair or replace them as the Soulution warranty provides.

185. Bovaird advised Goldsby that AAU needed to take the products back from Suncoast and provide a refund to Suncoast even though they had not been shown to have any defect. Bovaird implied that AXISS would suffer severe legal and reputational harm if it did not immediately agree.

186. The demand was a complete shock to AAU as there had been no inquiry to AAU for support of a possible product defect or fault on either of the two Soulution products that PK-LA was continuing to use.

187. After some back and forth, Bovaird informed AXISS, via Cliff Duffey, that PK-LA's Rockport Lyra speakers had been damaged.

188. The Rockport Lyra speakers are not an AXISS product.

189. Although it was too early at this stage to know the cause of such damage, Bovaird put the blame on Soulution products and failed to provide any support to PK-LA or AAU to investigate the actual cause of the damage to PK-LA's speakers. In doing so, Bovaird in his role with Suncoast, violated Sections 3.6 and 3.7 of the Agreement.

190. Although Bovaird demanded an immediate refund, Cliff Duffey and Steve Huntley of AXISS informed Bovaird that AXISS would need to determine if there was anything wrong with the Soulution products and if they had actually caused damage to PK-LA's speakers before considering the best remedies.

191. On July 15, 2025, Bovaird, Duffey, Huntley, and PK-LA met at PK-LA's house to identify the root cause of the speaker damage.

192. Huntley intended to do on-site testing of the audio equipment and speakers, but that was not possible because PK-LA had dismantled his system and packed up the Soulution products. AAU therefore shipped the Soulution products to Nashville, Tennessee for testing.

193. After extensive testing, all of which was conducted in Tennessee, which included connecting PK-LA's Soulution products to AAU's own pair of Rockport Lyra speakers (replicating the exact system set up in PK-LA's house), and streaming music at a high volume for 50 hours, playing the exact album PK-LA was listening to, AAU was able to confirm that the Soulution products were not at fault for damage to PK-LA's speakers.

194. While AAU was able to rule out the Soulution products, AAU could not do testing with PK-LA's other components to identify if one of those had caused the damage, or if PK-LA's Rockport speakers had a defect.

195. AXISS informed Bovaird and PK-LA on July 30, 2025 that testing had confirmed the Soulution products did not cause the damage to PK-LA's speakers.

196. At the same time AAU was testing the Soulution products, Bovaird was actively asking AAU for more Soulution products, including 717s and 727 for him to sell to customers.

197. Suncoast had no right to a refund.

198. Bovaird could have taken those products back from PK-LA and sold them to another client.

199. Any repair needed would have been performed under warranty, which is the standard remedy, after which Bovaird could resell the products.

200. There was no need for a refund.

201. But Bovaird did not take the Soulution products back. He insisted that AAU refund him the price and take the products back.

202. Incredibly, while Bovaird was insisting upon a full refund, he was also inquiring about availability of these same products for Suncoast to purchase and sell to their other interested customers. So instead of Suncoast reselling the returned PK-LA products for a substantial profit, Bovaird demanded rescission of the purchase order contracts with AAU and that he receive a remedy that was outside of Suncoast's Agreement with ADI.

203. The next business day following the refund, Bovaird called Cliff Duffey in Tennessee and offered to enter into a new contract with AAU in Tennessee. Bovaird asked to re-purchase the returned products at a substantial discount to the amount of the refund.

204. AAU declined to accept Bovaird's offer for this new contract. Duffey informed Bovaird that there was a backlog of other Soulution dealers with deposits who had already asked if they could purchase the returned products and that they could not be sold back to Suncoast for a discount. This greatly enraged Bovaird who then told Cliff Duffey that he had already had

customers who were expecting to purchase those from Suncoast based upon AAU selling them back to Suncoast at substantial discounts.

205. On July 15, 2025 Duffey, Huntley Bovaird, PK-LA and his girlfriend, and Ron Resnick (a friend of PK-LA) met at PK-LA's house and a nearby restaurant to address PK-LA's concerns.

206. PK-LA stated that he wanted Suncoast to take back the Soulution products and give him a full refund. PK-LA also stated that his personal privacy is essential because of personal security reasons and wished for this to remain confidential.

207. All parties agreed to keep the details of PK-LA's purchase, experience, and transaction confidential.

208. In reliance upon Bovaird and Suncoast's promise to keep things confidential, AAU agreed to consider a refund to Suncoast so as to help Suncoast and PK-LA and began negotiations.

209. But as AAU considered what it would do, while at the same time testing the Soulution products for fault, Bovaird threatened AXISS with reputational harm if it did not give a refund.

210. Bovaird made these threats even though Suncoast contracted in section 8 of the Agreement that it does not have a warranty or claim for damages against AXISS.

211. Bovaird stated that PK-LA would sue AXISS and cause AXISS reputational harm if it did not issue a full refund.

212. This was untrue. PK-LA never threatened to sue AXISS and in fact stated that he wished to avoid a lawsuit.

213. Later, long after AAU issued a refund, the Bovaird Defendants repeated the lie that PK-LA was considering legal action against AXISS. That has never been the case.

214. Even though one 717 amplifier was quickly repaired under warranty and the other was found to not have faults, AAU eventually agreed to take back the 717 amplifiers and give Suncoast a full refund. As for the 727 that PK-LA had been using since December of 2024, AAU agreed to take that back and refund its price too minus a standard industry restocking fee, given that it had been in use for eight months.

215. Even though Suncoast had no claim for a refund—and indeed Suncoast was at fault for breach of its contractual promise to perform the installation itself—Bovaird was enraged that AAU would charge an industry-standard restocking fee.

216. Ultimately, on August 1, 2025, AAU, Suncoast, and PK-LA agreed that AAU would refund Suncoast for the 717s and refund Suncoast for the 727, minus the restocking fee, and Suncoast would in turn refund PK-LA the full amount for the 717s and the price of the 727 minus the AAU restocking fee.

217. There was, therefore, a fourth contract between AAU and Suncoast (a fifth contract, counting the contract with ADI), executed by Bovaird, by which AAU agreed to wire money to Suncoast and PK-LA was a third-party beneficiary who would receive that same sum from Suncoast. Confidentiality was a key part of this transaction. Bovaird personally agreed to keep this contract with AAU confidential.

218. Once again the parties all agreed that confidentiality was essential. AAU relied upon Bovaird / Suncoast's promise of confidentiality in agreeing to this refund that is contrary to industry practice and which AAU had no contractual obligation to give.

219. PK-LA, Bovaird, and AAU were the only parties that knew of the August 1, 2025 refund agreement at the time the parties entered into it.

220. On August 1, 2025 AAU sent a wire from Tennessee to Suncoast to complete the agreed upon refund. Suncoast, in turn sent a refund to PK-LA.

The Bovaird Defendants Slander AXISS to its Dealers

221. Immediately after the refund, Bovaird and Wiegand began to slander AXISS. They did this despite having just learned that testing showed the Soulution products had not harmed PK-LA's speakers.

222. In early August, 2025, Wiegand in his role as owner and manager of Clarisys, and as part of a conspiracy among all the Bovaird Defendants traveled to Colorado and slandered AXISS by telling an AXISS dealer in Colorado that an amplifier had destroyed a customer's speakers and that AXISS had refused to give a refund.

223. Though three companies together do business as AXISS, Wiegand's slander was directed toward "AXISS" rather than specific AXISS entities because the entities that comprise AXISS are generally known as AXISS in the industry.

224. Wiegand did this intentionally in order to interfere with AXISS's relationship with its dealer and AXISS's relationship with Soulution.

225. It was in Clarisys's business interests to try to discredit Soulution.

226. Wiegand could not have known of the PK-LA situation unless Bovaird breached his promise of confidentiality.

227. And to the extent Wiegand knew about the PK-LA situation from Bovaird, then he knew or should have known that the Soulution products did not cause the problem because the testing was complete and had already been reported to Bovaird.

228. On information and belief, Wiegand and Bovaird conspired to share the false information Wiegand conveyed to the dealer in Colorado.

229. That same Colorado dealer was later told by Bovaird that a 717's circuit boards "had solder dripping off them" which caused a short circuit in one of PK-LA's amps.

230. Solder is a metal alloy used in some circuit boards that, if used incorrectly, can cause a circuit board to break.

231. This was false, and Bovaird knew it was false, because AAU had just provided Bovaird with photos of the circuit boards showing that the boards were made with no solder used on the underside of the circuit boards and that there was no solder defect. Bovaird as an expert would know that it would be not be possible for these circuit boards to have a solder defect.

232. Later that same month, Wiegand was in Utah repairing a broken pair of Clarisys speakers.

233. AXISS's dealer was present with Wiegand and the customer.

234. When the customer told Wiegand he had a strong interest in Soulution 717s, Wiegand told the customer not to buy 717s because they were defective and had blown up a customer's speakers. Again, Wiegand knew or should have known that these statements were false.

235. Based on Wiegand's false story, that customer chose not to buy any Soulution products.

236. This action is an injurious falsehood perpetrated by Wiegand in his role as owner of Clarisys upon the property of AAU and Soulution.

237. Later, Dave Weintraub, a sales representative of Luxury and Clarisys who works in Tennessee placed a phone call from Tennessee to that same Utah dealer and told the dealer he should drop Soulution products because the 717 was defective and blowing up speakers.

238. On information and belief, Weintraub was provided this false information by either Bovaird or Wiegand (or both).

239. On information and belief, Weintraub did not know that his employers told him false information.

240. On information and belief, Weintraub was instructed by either Bovaird or Wiegand (or both) to call the Utah dealer and spread the false information and took that action in his role as an employee of Luxury and on behalf of Clarisys, a company for which he handles all United States sales (via Luxury) from Tennessee.

241. In other words, an employee of Luxury who works as an agent of Clarisys in Tennessee, on instructions from his employer, from Tennessee slandered, misrepresented, and deceived a dealer about the Soulution products sold by AAU.

242. Mr. Weintraub did this in his role as an employee of Luxury and agent of Clarisys at the direction of Bovaird and/or Wiegand.

243. Mr. Weintraub took these actions from Tennessee for the purpose of obtaining more sales for Luxury of Clarisys products.

244. Mr. Weintraub's actions, which were performed in his role as an employee of Luxury and agent of Clarisys, were an injurious falsehood that injured the property of AAU and Soulution.

245. AXISS learned about these conversations because its dealers called it to ask about the Bovaird Defendants' false allegations.

246. Wiegand's statements were false. The Soulution amplifier did not destroy PK-LA's speakers. Nor was it true that AXISS would not give a refund since AAU did give a refund. (And the refund to PK-LA, ultimately, was the responsibility of the dealer, Suncoast.)

247. Bovaird breached his promise of confidentiality upon which AAU relied when it engaged in negotiations for a refund.

248. But these instances of slander and intentional interference with AAU's business relationships were just the first of many by the Bovaird Defendants.

The Bovaird Defendants Slander and Defame AXISS in the Audio Industry

249. The Bovaird Defendants slandered and defamed AXISS and engaged in misrepresentation and deceit to Jay Caceres, on Audioshark, and at the Florida Audio Expo.

250. These actions were in violation of the Agreement and the law.

251. Through these actions the Bovaird Defendants intentionally interfered with AXISS's business relationships with its dealers, Soulution, and customers.

Jay Caceres

252. On information and belief, the Bovaird Defendants slandered and defamed and engaged in misrepresentation and deceit against AXISS to Jay Caceres.

253. Caceres is the owner and operator of Jay's Audio Lab, a business that does reviews of high-end Hi-Fi products, provides private consultation to individual buyers for a fee, directly sells high-end Hi-Fi equipment, and brokers the sales of high-end Hi-Fi equipment to third parties for a fee.

254. Caceres is one the largest social media influencers in the high-end Hi-Fi space with over 40,000 YouTube followers, 1,400 followers on Instagram, and 1,700 subscribers on Facebook.

255. Caceres also does substantial business with the Bovaird Defendants by buying products from the Bovaird Defendants to sell to his customers, arranging consignment sales of used products for the Bovaird Defendants, and brokering new buyers that he brings to Suncoast.

256. On information and belief, on or about August of 2025, Bovaird knowingly slandered AXISS to Caceres by telling Caceres the same false story Bovaird and Wiegand were

telling AXISS dealers about the speakers. Bovaird did so knowing that Caceres had a large platform in the industry and that this disparaging information would harm AXISS's reputation and business.

257. Caceres, having heard this false story, then later talked two customers out of buying Soulution products.

258. As alleged below, Caceres admitted these facts on a YouTube show on May 10, 2026.

Audioshark

259. Bovaird operates and owns Audioshark, a members-only online forum for discussion of high end Hi-Fi products.

260. On information and belief, Bovaird has defamed AXISS and engaged in misrepresentation and deceit by sharing false stories about the PK-LA situation and Soulution speakers with members on Audioshark.

261. On information and belief, Bovaird has slandered AXISS by telling false PK-LA facts to members of Audioshark.

Florida Audio Expo

262. Bovaird owns and operates a for profit annual industry tradeshow call the Florida Audio Expo.

263. At the annual show from February 20-22, 2026, Bovaird hosted a large Clarisys demonstration room in which he personally demonstrated products.

264. During the show, Bovaird regularly told customers who came to his demonstration room the false story that Soulution 717 amplifiers had damaged PK-LA's speakers and that AXISS and Soulution was knowingly shipping defective products and covering up the truth.

265. AXISS learned this from a Soulution client who was told these claims directly from Bovaird and was now concerned about how these claims could affect the value of the Soulution products he had recently purchased.

The Bovaird Defendants Conspire with the Gefteas Defendants to Defame AXISS and Engage in Misrepresentation and Deceit in Violation of Law and Contracts

266. In addition to the defamation and slander they engaged in directly, the Bovaird Defendants slandered and defamed AXISS to Gefteas.

267. Bovaird's statements to Gefteas were in violation of the Agreement, as well as his contract completed on August 1, 2025 promising confidentiality as to the PK-LA situation.

268. During the negotiations with PK-LA, the day before the deal was finalized, Gefteas teased the story with a "Greek Coded Cryptic Message" stating, "Remember your reputation and taking care of a customer is more important than being 'right' if you are to stay in business." He responded to comments on the post stating, "In this case—which I will not talk about publicly—it's pretty shocking behavior by the distributor and manufacturer. Even in my jaded world it's like they took extra-stupid pills." *See* 7/31/25 posting, attached as **Exhibit 10.**

269. At the time Gefteas made this teaser, only three people (PK-LA, Cliff Duffey, and Bovaird) had knowledge of the ongoing negotiations that were soon to culminate in a contract for a refund.

270. Ron Resnick had not participated in the discussions about the refund and was not aware of the agreement that the parties were about to reach.

271. Interestingly, just before Gefteas made this post, Bovaird told Cliff Duffey that if AAU did not give a full refund PK-LA would go public about the situation on the What's Best Forum.

272. On August 1, 2025, approximately two hours after the final closing of the PK-LA transaction—and at a time when no one knew of the PK-LA transaction except AXISS, PK-LA, and the Bovaird Defendants—i.e. Ron Resnick had no knowledge—Gefteas posted to all of his followers that the expensive amp blew up and ruined expensive speakers, the amp company has a "history of defective products" and that the distributor tried "to stick it to the owner" and refused



to do the right thing.

273. Gefteas continued to post comment after comment to his first post further adding false and misleading statements and misrepresentations about AXISS that deceived readers.

274. All of this was in violation of his contract to not disparage AXISS.

275. While Gefteas didn't explicitly name either AXISS or Soulution, the highly experienced and specialized subscribers and viewers of The Greek Audio Geek social media pages could only have understood that Gefteas was referring to AXISS and Soulution because of the way Gefteas described the products and the parties involved. For example, he mentions a "six-figure system failure" and that the distributor is located in the United States (AXISS is the exclusive distributor of Soulution in North America). Gefteas also later posted a picture of a "failed amp" and any audiophile familiar with the industry would have recognized that product as the Soulution 717. The post explicitly targets both the brand and the distributor, which is consistent with how audiophiles view the industry—a problem with the brand is a problem for the exclusive distributor of the brand.

276. Gefteas could have only gained information about the PK-LA deal from the Bovaird Defendants as no one was privy to that information except for Bovaird, PK-LA and those associated with AXISS.

277. When the Bovaird Defendants, especially Suncoast, shared such information with Gefteas they engaged in activities that reflect adversely upon AXISS in violation of the Agreement.

278. When the Bovaird Defendants, especially Bovaird and Suncoast, shared such information with Gefteas they violated the confidentiality agreement of the August 1, 2025 refund agreement.

279. On that same August 1 date, in comments and responses to his original post, Gefteas amplified and added detail to his false narrative by calling the distributor (AXISS), "greedy," "stupid," and "arrogant." He claimed that the distributor could have made the customer whole but instead "chose to make the customer lose a substantial sum of money." He then added, "Honestly this would be a fantastic project as a case study in Business School of everything not to do. If I

didn't personally know the players in this, I would not believe what I've heard as I frankly can't believe anyone is that stupid." Gefteas directed these comments at AXISS customers across the country, including in Tennessee, as this group of followers is very aware of the players in the market, their locations, and their exclusive brands.

280. All of these disparaging comments were in breach of Gefteas's contract to not disparage AXISS.

281. These disparaging comments also violated the Tennessee Consumer Protection Act.

282. Gefteas continued to add more and more responses to the original post. Claiming that the amp blew up and damaged the customer's $250,000 speakers, Gefteas repeated the false claim in comments that the company's products "have a long history of repeatedly failing." He even went so far as to state that the "blow up" was witnessed by another person and "there may be injuries as well."

283. He boldly states, "I know the full circumstances. There were multiple witnesses and possible physical injuries as well." This implies that Gefteas was getting the details from someone involved, which could only have been Bovaird at this time.

284. Several times, Gefteas refers to the customer as a "victim" implying that AXISS, as the sole distributor of this brand, took advantage of or even hurt this individual. This false narrative viewed through a series of posts directly targeted both AXISS and the brand, Soulution, and was understood as such by the audiophile community.

285. Despite his familiarity with the industry and knowledge that any refund, if issued, was between the customer and the dealer (Suncoast), not the distributor, Gefteas repeatedly misled readers and stated that the distributor did not make the customer whole. For example, he wrote,

"Remember—being a bad or good distributor is a conscious and calculated choice each makes on its own. In this instance they chose the path this took. They could have easily made this very easy and chose not to."

286. None of the comments or posts mentioned the dealer, Suncoast, at all, even though the transaction was ultimately between Suncoast and the customer. *See* Comments to 8/1/25 Facebook posting, attached as **Exhibit 11.**

287. The posts and comments were purposefully deceitful, false and misleading because AXISS did in fact provide a refund to Suncoast, despite not having any obligation to do so, but any refund to the customer was solely a matter for the dealer, Suncoast.

288. Further, the Soulution amplifiers did not blow up and were proven to not have caused damage to the customer's speakers. The customer's 727 preamplifier and 717 power amplifier were thoroughly inspected, analyzed, and tested with the same model of speaker as the customer's for over 50 consecutive hours high volume use. Throughout all of this testing, AXISS proved that PK-LA's 727 preamplifier or 717 amplifiers had not caused damages to PK-LA's speakers. It was also confirmed through testing that none of PK-LA's Soulution products had "blown up" and there were no physical injuries or victims either.

289. The Bovaird Defendants orchestrated the public release and publication of this false information in violation of the Agreement and the August 1, 2025 refund contract.

290. Gefteas knew or should have known that these statements related to the PK-LA situation, the products, and AXISS were false because, as someone knowledgeable about this industry, Gefteas would have known that a refund, if given in part or in full, would be from the person the customer contracted with—i.e. the dealer—and not the distributor.

291. Gefteas also knew or should have known that the amps distributed by AXISS did not blow up, there were no victims, and that there was no evidence to support the claim that the amplifier destroyed the customer's speakers.

292. In fact, Gefteas was receiving this information from Bovaird and conspiring with Bovaird to publish a false and disparaging narrative.

293. Gefteas knew or should have known that AXISS was not responsible for this incident and did nothing to "stick it to the customer" or engage in any type of unethical business practice.

294. Gefteas had worked with Bovaird, promoting his products for pay, and knew or should have known that it was Bovaird and Suncoast, not AXISS, who could have made the customer whole but chose not to. After all, Gefteas could only have found out the details of this entire situation from Bovaird himself.

295. The posts stating that AXISS "stuck it" to the customer and made a conscious choice to not "do the right thing," engaged in unethical and poor customer service, did not refund a customer, and knowingly sold faulty equipment is significantly and seriously damaging to AXISS's reputation as a small business with a tightknit and knowledgeable community as a customer base. As evidenced by the damages in this case, the reputation in this industry and the reliability of equipment is essential to any future sales.

296. All of these highly damaging and disparaging comments violated Gefteas' contractual obligations to AAU and the Tennessee Consumer Protection Act.

297. Gefteas knew Duffey and others at AXISS and had plenty of contacts in the industry to find out more about the PK-LA transaction or to inquire about details regarding the refund, whether the Soulution amplifiers were actually the cause of customer's speaker damage and if

there was any truth to claims of the amplifier blowing up or causing physical harm. Upon information and belief, Gefteas did not bother to confirm or verify any details and instead only relied on the self-serving story provided by the Bovaird Defendants and/or fabricated his own story about the incident.

298. After seeing several false and defamatory posts and comments, Ron Resnick, who had been involved with helping trouble-shoot PK-LA's speakers but who was not a part of and did not know of the August 1, 2025 refund agreement until after Gefteas began posting, with PK-LA present and witnessing, called Gefteas on August 3, 2025 to make sure Gefteas understood that his claims were not accurate and based on false information, and that PK-LA did not want his story to be made public and falsely used for ulterior motives.

299. In other words, ever since August 3, 2025 Gefteas has known that his posts are false, and yet he has persisted in making post-after-post repeating the falsehoods and misrepresentations and engaging in deceit and amplifying the false and deceitful narrative even more by continuing to post and ensuring that anyone who had not seen the original posts now had an entire thread of posts to follow.

300. All of this is in violation of Gefteas's contractual obligations to AAU and the Tennessee Consumer Protection Act.

301. Despite this explicit warning by someone directly involved in the transaction, Gefteas intentionally ignored what he then knew to be false and continued posting about AXISS failing to provide a refund to an unhappy customer, as well as false statements about the Soulution 717 amplifier blowing up, causing harm, and damaging that customer's speakers. Gefteas also did not delete any of his false and defamatory comments, including those where he stated that he knew all of the circumstances, or even posts stating that there were physical injuries.

302. This purposeful and deceitful conduct misled Gefteas' audience of audiophiles and significantly damaged AXISS reputation and its reputation as the exclusive dealer of Soulution brands.

303. AXISS is the exclusive supplier to Authorized Soulution Dealers in North America, and the consistent false and defamatory posts about product defects and poor support by AXISS has led to a significant decrease in sales. In fact, sales of the disparaged Soulution products dropped over 88% from the start of the defamation until the filing of this lawsuit.

304. The false and defamatory statements have caused a number of AXISS's Authorized Soulution Dealers to drop the Soulution brand and have impeded the ability of AXISS to add new dealers for Soulution and other AXISS brands as new dealers don't want to represent what has been publicly called a defective product or associate or affiliate themselves with a distributor with a poor reputation.

305. The reputational damage has also hampered AXISS's ability to sell other brands or to gain new brands for distribution. Other brand representatives have called AXISS inquiring about the false statements and have expressed hesitation in doing business with AXISS because of the reputational harm.

306. These harms to AXISS are a direct result of the actions of the Bovaird Defendants and Gefteas, who conspired together to engage in this smear campaign.

307. In February of 2026, Gefteas again posted false and defamatory information about AXISS, implying that AXISS had lost AIRTIGHT, a key brand, because of AXISS's poor reputation and customer service. In fact, to the contrary, AXISS and AIRTIGHT ended their thirty year successful partnership amicably for a variety of business reasons. AIRTIGHT notified its

dealers and customers through a gracious letter announcing the change. *See* AIRTIGHT Letter, attached as **Exhibit 12.**

308. Instead of posting the exact letter, Gefteas posted a doctored version of the letter with several words and lines of text missing. *See* Altered Letter, attached as **Exhibit 13.** The Altered Letter omitted many positive references to AXISS and AIRTIGHT's statements about its appreciation of the partnership with AXISS. Then, after publishing a false, doctored letter Gefteas then added a post about how this brand chose to switch distributors to leave a distributor (AXISS) who had less care, knowledge, and respect for the craft. *See* Feb 9 post, attached as **Exhibit 14.**

309. Once again Gefteas used the initial post as a means to post reply after reply disparaging AXISS, including a return to the false and misleading PK-LA allegations.

310. The post clearly implied that AXISS had less care, knowledge and respect for the craft and because of its actions and/or reputation, AIRTIGHT decided to part ways. There was nothing in the post that indicated that the letter was not authentic, again misleading viewers into believing that the letter was genuine.

311. A few days later, Gefteas, in response to a post from Ron Resnick calling out the Altered Letter as false, stated that Resnick called him months ago about a significant situation involving AXISS and Soulution. Gefteas stated that the situation caused him to be glad he did not own Soulution gear and gave him reservations about AXISS. Gefteas went on to state that the fact that AIRTIGHT moved away from AXISS suggests that there were legitimate issues with AXISS. Again, Gefteas didn't suggest that the letter he posted was doctored in any way or that he was doing anything but trying to imply that the relationship ended due to AXISS's conduct and/or reputation.

312. Once again, in making these false and disparaging comments Gefteas breached his contractual obligation to not disparage AXISS and violated the Tennessee Consumer Protection Act.

313. Gefteas didn't hold back this time. Instead of just calling out a "distributor", he named AXISS and Soulution explicitly. This now gave the public confirmation of who was involved, for those who did not already know from the previous posts, and provided incentive for those not familiar with the first false narrative to look at Gefteas' previous defamatory posts for more information.

314. Again, Gefteas was well-aware at this point that the speakers did not blow up and did not cause damage to the speakers, that there were no injuries, and that AXISS, the distributor, was not responsible for the refund to the customer. Gefteas also was aware, as it was in the public domain, of the reasons for the AXISS and AIRTIGHT separation as stated in the original letter, which was widely distributed.

315. Gefteas knew or should have known that the information above was false and defamatory, but he posted it anyway to thousands of people, all of whom are potential customers.

316. These statements damaged AXISS's ability to sell not only Soulution products but also other brands as all of these defamatory statements eroded AXISS's reputation in the industry.

317. About a week after Gefteas's misleading and disparaging AIRTIGHT letter and follow on comments, in an effort to try and repair its reputation, AXISS publicly posted two explanations detailing what occurred with the PK-LA incident. *See* AXISS posts, attached as **Exhibit 15.**

318. PK-LA even published his own public account of what occurred—a narrative that did not include a story of the 717 amplifiers blowing up or any injuries. PK-LA also stated that

AXISS had done testing on his exact Soulution products in a near replica of his system and could not reproduce what he had experienced. *See* PK-LA post, attached as **Exhibit 16.**

319. Once again, Gefteas received information regarding the dispute directly from the parties involved, including the customer himself. Despite having this information, Gefteas did not amend or delete any prior posts or comments even though he knew at this point that the posts were false and defamatory and that they would be widely viewed by audiophiles across the country.

320. Not only did not he not revisit his prior posts, Gefteas continued to promote these false and defamatory statements, directing them to the audio enthusiast community.

321. In May of 2026, Gefteas claimed he was getting messages from Soulution customers with failing solution amps. He wrote, "This predates the recent issue where an owner went public about his brand new six-figure Soulution system failed after only an hour and supposedly took out his $250,000 speakers." *See* May post, attached as **Exhibit 17.** Again, referencing the past posts with the same hashtags led readers again to the trail of prior defamatory posts, making them relevant and visible again, and harming AXISS and Soulution again.

322. In comments to this post, Gefteas discussed a Soulution amp and referenced a US distributor, knowing AXISS is the only U.S. distributor of Soulution products. He commented, "It's too bad the customer here in the US with his failure of the brand new units mentioned above was never made financially right by the US distributor (so say people in the know). I can't imagine doing that to a customer if true. Imagine not giving him 100 percent of his money back immediately?" *See* May comments, attached as **Exhibit 18.** Gefteas made these comments despite knowing that it was Bovaird's Suncoast Audio, the dealer, who decided to not give the customer a full refund.

323. As the comments went on, he got bolder: "Cliff Duffy at Axiss CHOSE to NOT REFUND the owner of the new gear that damaged the Rockports (speakers) all his money back. The owner had to threaten to sue at the dinner table he took them to and at that only got SOME of this money back. Ask Cliff about the admission he made at dinner regarding the known quality of parts used in Soulution. Ask Cliff why he didn't refund the buyer 100% of his money after the near immediate failure. Any other reputable company would have immediately." *See* Comment, attached as **Exhibit 19.**

324. The comments again perpetuate the false, defamatory, and misleading narrative which could only have come from the Bovaird Defendants, as they were the only ones at the "dinner table" not affiliated with AXISS or PK-LA.

325. These comments misrepresent AXISS and deceive the audio community about AXISS.

326. These comments disparage AXISS in violation of Gefteas's contractual obligation and the Tennessee Consumer Protection Act.

327. This further illustrates that a conspiracy exists between the Bovaird Defendants and Gefteas.

328. These comments also illustrate the breach of the Agreement by the Bovaird Defendants who consistently engaged in activities that reflect adversely upon AXISS.

329. These comments further illustrate Bovaird's breach of the August 1, 2025 refund agreements requirement of confidentiality.

330. Incredibly, a few days later, Gefteas was back at it again. He wrote: "However when something so expensive fails within a day of receiving it (and damages other gear), an honest

reputable distributor would simply apologize and return 100% of the purchase price to the victim." *See* comments, attached as **Exhibit 20.**

331. These false statements were picked up by other large influencers and Youtubers in the audio community and caused direct harm to AXISS.

332. Again, Gefteas made these statements over and over again with full knowledge that Suncoast, not AXISS, chose not to fully refund the customer and that the incident as described had in fact, not happened at all.

333. For example, on May 10, 2026, Jay Caceres stated that he shared these stories with two interested Soulution buyers who then decided not to purchase sets of Soulution products.

334. At face value, this means AXISS lost at least two sales because of Caceres convincing customers not to buy.

335. On information and belief, Caceres did this because of false information provided to him and/or published to the world by Defendants.

336. Thus, Gefteas's false and deceitful posts caused injury to AAU's property, the Soulution products.

337. As recently as June 24, 2026, Gefteas posted a YouTube video where he again reiterates that a customer's equipment blew up and a US Distributor (AXISS) failed to give him one hundred percent of his money back. *See* YouTube video, available at, Facebook is BLACKMAILING Content Creators - A Real Life Example #Hi-Fiaudio.

338. The allegation that a Soulution amplifiers "blew up" and caused damage to speakers is false, and Gefteas knew it.

339. This telling and retelling of this false narrative, despite knowing the actual facts involved, is severely damaging to AXISS's reputation, especially considering Gefteas's audience with specialized knowledge.

340. The reputational harm is immense, as Gefteas claims to have direct knowledge of intimate conversations and claims that AXISS is dishonest, did not make a customer whole, and is engaged in unethical business practices.

Defendants Intentionally Interfere with AXISS's Business Relationships

341. AXISS has valuable relationships with its dealers, the brands it imports and distributes, and the end customers who support the dealers and brands (and thus AXISS) through their purchasers.

342. These dealers and brands are all known to Defendants.

343. The Bovaird Defendants know the dealers because they work with many of the same dealers to sell their products, including Clarisys.

344. The Bovaird Defendants also know the dealers because they try to bring the dealers on as dealers of their products.

345. The Defendants know AXISS's brands because they are published on the AXISS website and discussed regularly by publications in the audio industry.

346. Defendants set out to systematically interfere with or even destroy AXISS's business relationships.

347. For example, both Wiegand (himself and on behalf of Clarisys) and Bovaird (himself, and on behalf of Luxury and Clarisys) defamed and slandered AXISS repeatedly to its dealers and engaged in misrepresentation and deceit.

348. Wiegand and Bovaird intentionally and repeatedly slandered the Soulution 717s and caused injury through falsehood to AAU and Soulution's property.

349. Gefteas repeatedly defamed both AXISS and Soulution, while also disparaging other AXISS brands like Gauder Akustik and engaged in misrepresentation and deceit about AXISS

350. Bovaird shared confidential information with Gefteas and Wiegand which they each published.

351. Bovaird and Wiegand gave false information to and instructed Dave Weintraub, Luxury's employee and Clarisys's agent, to spread false information and misrepresentation and deceit.

352. Gefteas and Bovaird each tried to intimidate AXISS to pay them money, give free product, or issue refunds.

353. Together, all of these acts were improper motives and means designed to interfere with AXISS's business relationships and destroy it as a competitor to Luxury and its brands as competitors to Clarisys.

354. Together these acts caused injury to AAU and Soulution's property.

355. These improper means were effective and caused a dramatic drop in sales, especially for the Soulution 717s and Gauder Akustik speakers which dealers are refraining from purchasing from AXISS, thus interfering with both the dealer relationships and the distributor relationship with Soulution and Gauder Akustik.

Defendants Conspire to Harm AXISS and Benefit Themselves

356. Moreover, this was all part of a conspiracy.

357. Bovaird, Wiegand, and Gefteas, together with the entities they control, all agreed to work together to defame and slander and engage in misrepresentation and deceit against AXISS

and its products and interfere with AXISS's business relationships for the express purpose of destroying AXISS so as to benefit themselves and their companies.

358. Bovaird is at the center of the conspiracy.

359. Bovaird shared confidential information with Wiegand and Gefteas which they could have obtained only from Bovaird.

360. Gefteas then published false information based on the confidential information from Bovaird and engaged in misrepresentation and deceit that caused harm to AXISS and its property.

361. All the while Bovaird compensated Gefteas through free or reduced products and other means. In exchange for this compensation, Gefteas repeatedly published false information and continued to do so even when others, including PK-LA and Ron Resnick, told him that what he was saying was false.

362. Gefteas benefits from the payments Bovaird makes to him and from the business he does with Bovaird and Bovaird's entities (Suncoast, Luxury, and Clarisys) both directly and through his sole proprietorship, Bespoke.

363. Bovaird, Wiegand, and their entities all benefitted by harming sales of Soulution products, especially the 717s and Gauder Akustik and other AXISS products, thereby increasing the market for Clarisys products and other products imported and distributed by Luxury and sold by Suncoast.

364. Luxury and Clarisys participated directly in the conspiracy, in Tennessee, via the actions of Dave Weintraub, Luxury's employee and Clarisys's head of sales in the United States.

365. The purpose of the conspiracy was to harm AXISS, Soulution, Gauder Akustik, and other AXISS brands while benefitting Defendants, a goal that the conspiracy achieved.

AXISS and Soulution Suffer Substantial Damages

366. Defendants' actions have profoundly damaged AXISS and have also caused damage to Soulution within the exclusive territory that AXISS controls.

367. When AXISS compares the four-month period during the summer of 2025 when the Soulution 717s were first released (i.e. 2nd and 3rd quarter of 2025) to the sales that have taken place since Defendants began their conspiracy (i.e. 4th quarter of 2025 and 1st and 2nd quarters of 2026), AXISS sees a sales decline of 88.4% on Soulution 717 amplifiers.

368. This is a shocking, unheard of, and precipitous drop in sales, especially considering the awards and accolades that the Soulution 717 was receiving during that time.

369. It is a drop in sales unprecedented in the industry for a product of this type.

370. And yet it happened to a product that most of the industry has declared to be one of the greatest audio products of all time.

371. There is no explanation or reason for this to have happened but for Defendants' illegal acts and conspiracy.

372. In fact, but for the systematic conspiracy of the Bovaird Defendants and Gefteas, AXISS would have expected to see an increase in sales of 717s as the stellar reviews and awards led to sales growth and adoption in the industry, rather than the precipitous decline AXISS observed.

373. Soulution too expected to see an increase in its sales but instead suffered a catastrophic decline in expected sales. Veris as assignee of Soulution's claims for damages in the United States and Canada seeks recovery of Soulution's damages, in addition to those suffered by AXISS, regarding the Soulution products.

374. And AXISS's sales of other products have also been impacted in an amount to be show in discovery and at trial.

375. For example, sales of Gauder Akustik products—the same product Gefteas refused to review, demanded payment after receiving, then trashed as the "worst ever" speakers in violation of his contract with AAU when AAU refused to pay him even more—are down over 70% in 2026 coincident with Gefteas's defamation, misrepresentation, and deceit and Bovaird's slander of AXISS.

376. Moreover, the ongoing damages to AXISS's reputation as a distributor are profound and of a quantity and value to be proven at trial. For example, AXISS has missed out on multiple dealer relationships and

377. Altogether AXISS pleads at least $1,800,000.00 in damages on the Soulution products alone, which is a figure that grows every day given the ongoing repercussions of Defendants' illegal acts.

I. COUNT ONE

Breach of Contract (ADI and AAU Against Suncoast and Bovaird)

378. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

379. AXISS in the form of ADI and AAU entered into five valid contracts with Suncoast of which Suncoast has breached three.

380. These contracts include the Authorized Dealer Agreement, the two sales of Soulution products related to the PK-LA transaction, the promise by Suncoast made by Bovaird that Suncoast would perform the installation of PK-LA's Soulution products, and the August 1, 2025 refund agreement requiring confidentiality.

381. Suncoast breached the Agreement in multiple ways, as alleged above, including Sections 3.7, 3.7, and 8, by engaging in activities that reflect adversely upon AXISS, failing to promote AXISS brands equally with other brands, such as Clarisys, and demanding a refund despite having explicitly agreed that it was not entitled to a warranty or damages.

382. Suncoast breached the agreement to install PK-LA's system when it failed to travel to California and perform the installation.

383. Suncoast and Bovaird personally breached the confidentiality provisions of the August 1, 2025 refund agreement.

384. It was reasonably foreseeable at the time the contracts were entered that a breach of the contracts would cause consequential damages.

385. AXISS suffered direct damages from the PK-LA situation on account of Suncoast's breaches.

386. AXISS has suffered consequential damages from Suncoast's breaches the contracts, including by Bovaird acting in his capacity as the owner and manager of Suncoast and in his personal capacity with regard to the breach of the promise to install PK-LA's products and to his breach of his promise of confidentiality for the PK-LA discussions and refund, a promise upon which AXISS relied.

II. COUNT TWO

Breach of Contract (AAU Against Gefteas)

387. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

388. AXISS in the form of and AAU entered into a valid contract with Gefteas.

389. This contract was for the Gefteas to continue to review AXISS products and not disparage AXISS or its products.

390. Gefteas breached the contract by failing to review AXISS products and repeatedly disparaging AXISS and its products.

391. It was reasonably foreseeable at the time the contracts were entered that a breach of the contracts would cause consequential damages.

392. AAU suffered direct damages on account of Gefteas's breach.

393. AAU has suffered consequential damages because Gefteas's breach.

III. COUNT THREE

Defamation (AAU Against Gefteas)

394. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

395. Beginning in July of 2025 and continuing to the present, Gefteas began posting and commenting on social media about AXISS and Soulution. The posts and comments falsely discussed the PK-LA situation by stating that AXISS did not provide a full refund to PK-LA, did not provide acceptable customer service to PK-LA, and sold PK-LA a defective amp which blew up, damaged his speakers, and caused injuries. While some posts and comments did not name AXISS directly, it provided enough context to the audiophile audience that most knew Gefteas was talking about AXISS. Tbe defamation was of and concerning AXISS. Further, Gefteas later began directly naming AXISS, defaming it and providing clarity for any subscribers who did not know AXISS was the target of the early posts.

396. This story involving the refund, injuries, and a blown up amp were false. AXISS did provide a refund to Suncoast and Suncoast was the party responsible for the refund to PK-LA

as AXISS was not the dealer involved in the transaction. The amp did not blow up or cause any injuries.

397. At the time Gefteas made these posts and comments, all detailed above, he knew or should have known that the statement was false.

398. At minimum, Gefteas failed to use reasonable care to determine the truth or falsity of the statements.

399. Gefteas intentionally chose to make these posts and the posts and comments were meant to be understood and were understood to be defamatory and disparaging to AXISS.

400. Based on this series of posts and comments, AXISS suffered serious damages to both its reputation to its sales, of at least $1,800,000.00.

401. Gefteas's actions and conduct were directed at injuring AXISS's reputation.

402. Gefteas took these actions personally and in his role as sole proprietor of Bespoke so as to benefit Bespoke.

403. Gefteas acted knowingly, intentionally, recklessly, and with the intent to injure AXISS, thereby entitling AXISS to punitive damages.

IV. COUNT FOUR

Defamation and Slander (AAU Against the Bovaird Defendants)

404. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

405. In August of 2025, Wiegand, as manager of Clarisys, traveled to Colorado and told an AXISS dealer in Colorado that an amplifier had destroyed a customer's speakers and that AXISS had refused to give a refund.

406. Bovaird then repeated that same false statement to the same dealer in Colorado.

407. A few days later, Wiegand again stated these same false statements to an AXISS dealer in Utah.

408. This fabrication that speakers were destroyed and AXISS had refused to give a refund was false.

409. Yet Bovaird repeated it again and again.

410. First Bovaird repeated the false statements to Jay Caceres.

411. Then he repeated the false statements to members of Audioshark.

412. Finally he repeated the false statements to visits to his demonstration room at the Florida Audio Expo.

413. Wiegand and Bovaird knew or should have known that these statements were false. After all, they were aware of the test results and Bovaird had spoken with the customer himself.

414. At the very least, Wiegand and Bovaird recklessly made these statements without using reasonable care to determine the truth or falsity of this information.

415. This impulsive and false story told directly to dealers in Utah and Colorado, then to Caceres, then to posters on Audioshark, and finally to visitors to the Florida Audio Expo was meant to be understood and was understood by the dealers and customers to be defamatory and disparaging to AXISS.

416. Based on false statements, AXISS suffered reputational damage.

417. Wiegand and Bovaird's actions and conduct were directed at injuring AXISS's reputation as they knew that the information was defamatory and would be understood as defamatory.

418. As a direct and proximate result of this fake fraud story, AXISS suffered significant reputational damage with its dealers and suffered from a loss of sales.

419. Luxury and Clarisys engaged in defamation and slander through their agents Bovaird, Wiegand, and Dave Weintraub, including through actions Weintraub took in Tennessee.

420. The defamation and slander was all directed toward Tennessee to cause harm to Tennessee companies.

421. The Bovaird Defendants, Wiegand and Clarisys acted knowingly, intentionally, recklessly, and with the intent to injure AXISS, thereby entitling AXISS to punitive damages.

V. COUNT FIVE

Intentional Interference With Business Relationships (All Plaintiffs Against All Defendants)

422. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

423. AXISS enjoys existing business relationships with its dealers, its product manufacturers, and—indirectly through its dealers (and directly in a limited capacity via Veris)—and with the end customers who buy the products AXISS imports and distributes.

424. Each of the Defendants have specific knowledge of AXISS's business relationships. Defendants are all aware of AXISS's dealers including through direct business they do or consider doing (Luxury, Clarisys, Bespoke), competition with them (Suncoast), meetings and interactions with them (Bovaird, Wiegand, and Gefteas), and general knowledge about them.

425. Each of the Defendants has specific knowledge of AXISS's business relationships with its product manufacturers such as Soulution and Gauder Akustik because these relationships are exclusive to AXISS, listed on AXISS's website, profiled in media such as TAS, and otherwise generally known in the industry. Defendants also know AXISS's products because they compete with those products for sales.

426. The Defendants each intended to cause interference with AXISS's relationships with its dealers and product manufacturers.

427. The Defendants each, either directly or via their owners, managers, and agents acting on their behalf used the improper means of defamation, slander, misrepresentation, deceit and misuse of confidential information for the predominant purpose of causing injury to AXISS, the products it carries, and its property for the purpose of enriching themselves.

428. Veris also brings this claim as assignee of Soulution and seeks damages for Soulution's losses in the United States and Canada on account of Defendants' intentional interference with Soulution's business relationships.

429. AXISS and Soulution have been damaged by Defendants' actions.

VI. COUNT SIX

Civil Conspiracy (Against All Defendants)

430. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

431. Defendants engaged in a common design to work together to harm AXISS as a business so as to improve their own business interest.

432. Each Defendant had the intent to engage in this common design and the knowledge of each other Defendant's common design.

433. The common design that the Defendants all engaged in was to accomplish, by concerted action, the unlawful purpose of intentional interference with AXISS's business relationships, injurious falsehood causing damages to AAU and Soulution's property, and/or the lawful purpose of gaining business through the unlawful means of defaming, slandering, misrepresenting, and engaging in deceit against AXISS and the Soulution products.

434. This common design was achieved through the overt acts alleged above including sharing (false) confidential information, publishing defamatory statements, slandering AXISS, engaging in misrepresentation and deceit against AXISS and Soulution, injuring AAU and Soulutions' property, and otherwise intentionally interfering with AXISS's and Soulution's business relationships.

435. Veris also brings this claim as assignee of Soulution and seeks damages for Soulution's losses in the United States and Canada on account of Defendants' conspiracy.

436. The conspiracy has caused damage to AXISS, Soulution, and their products.

VII. COUNT SEVEN

Injurious Falsehood (AAU and Veris as Assignee Against Gefteas)

437. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

438. Gefteas intentionally posted false information about the Soulution amps, claiming that they were defective, blew up, and caused injuries.

439. The amps were manufactured by Soulution and were the property of Soulution until transferred to AXISS, as the exclusive distributor.

440. Gefteas posted this disparaging information about the amp, knowing that this information was false and misleading and/or in reckless disregard for its truth or falsity.

441. Gefteas made these disparaging and false posts knowing that it would likely result in financial harm to both Soulution and AXISS, as the exclusive distributor of Soulution products because customers would not be interested in property owned by either Soulution or AXISS if there was concern that the products could be defective or harmful.

442. Indeed, the disparaging posts about the amps caused significant pecuniary harm to both Soulution ad AXISS.

443. This claim is brought on behalf of both AXISS (specifically all three AXISS entities) and by Veris as assignee of Soulution's claim.

VIII. COUNT EIGHT

Injurious Falsehood (AAU and Veris as Assignee Against Bovaird Defendants)

444. Plaintiffs repeat and reallege each and every allegation contained in the preceding paragraphs as if fully set forth herein.

445. Wiegand told a Colorado dealer that amps distributed by AXISS destroyed a customer's speakers and yet, AXISS refused to provide a refund. Weigand also told a customer in Utah not to buy Soulution speakers because they were defective and had blown up a customer's speakers.

446. Weigand made these false statements to the Colorado dealer and customer in Utah knowing that the information was false and misleading and/or in reckless disregard for its truth or falsity.

447. Weigand made these false statements knowing that it would likely result in financial harm to Soulution and AXISS through loss of customer revenue as well as through damaging AXISS's relationship with Soulution.

448. In addition, Mr. Bovaird told the same Colorado dealer that a 717's circuit boards had solder dripping off them which caused a short circuit in some amps which caused speakers to blow up.

449. Bovaird made these false statements to the Colorado dealer knowing that AAU had provided him with pictures to show that this was false.

450. Bovaird made these false statements knowing that it would result in financial harm to AXISS and Soulution.

451. At or around the same time, Dave Weintraub, a sales representative of Luxury and Clarisys told that same Utah dealer that he should drop Soulution products because the 717 was defective and blowing up speakers.

452. Dave Weintraub made these false statements to the Colorado dealer either knowing that the information was false and misleading and/or in reckless disregard for its truth or falsity and/or at the instruction of Bovaird or Wiegand (or both) in his role as an employee of Luxury and agent of Clarisys.

453. Weintraub made these false statements knowing that it would likely result in financial harm to Soulution and AXISS.

454. Weigand and Weintraub made these statements in their roles as representatives and agents of Clarisys.

455. This claim is brought on behalf of AAU and by Veris as assignee of Soulution's claim.

IX. COUNT NINE

Violation of Tennessee Consumer Protection Act (Against Gefteas)

456. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

457. Gefteas, through his numerous Facebook posts, consistently and intentionally disparaged Soulution products as well as its exclusive North American distributor, AXISS.

458. By claiming that the amps were defective, blew up, and injured people and claiming that AXISS "stuck it to the customer," engaged in unethical business practices, and did not refund

the customer, Gefteas intentionally misled a community of audiophiles, all of whom are potential customers.

459. These false and misleading representations of fact disparaged Soulution and AXISS and constitute unfair or deceptive acts or practices under the Tennessee Consumer Protection Act. Tenn. Code Ann. § 47-18-104(a)(8).

460. These deceptive acts resulted in a significant loss of revenue for both Soulution and AXISS and has also caused monetary harm through the effect on both of their reputations. Tenn. Code Ann. § 47-18-109(a)(1).

461. This claim is brought on behalf of both AAU and by Veris as assignee of Soulution's claim.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court empanel a jury to try this action and enter judgment in its favor and against Defendants, jointly and severally as permitted by law, and award the following relief:

462. On the claims for breach of contract, civil conspiracy, and injurious falsehood, compensatory damages according to proof, including consequential damages;

463. On the claims for defamation, slander, and intentional interference with a business relationship, damages according to proof as well as punitive damages;

464. On the claim of violation of the Tennessee Consumer Protection Act, compensatory damages as well as treble damages and attorney's fees, as permitted under the Act;

465. Joint and several liability against all conspirators;

466. Pre- and post-judgment interest to the fullest extent permitted by law.

467. Costs of suit;

468. Such other and further relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: October 1, 2026.

Respectfully submitted,

/s/ *Eric G. Osborne*
Eric G. Osborne, BPR No. 029719
Amy R. Mohan, BPR No. 031238
Sherrard Roe Voigt & Harbison, PLC
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Counsel for Plaintiffs VERIS HOME TECHNOLOGY LLC by itself and as assignee of SPEMOT AG, AXISS AUDIO USA LLC, and AXISS DISTRIBUTION INCORPORATED (together d/b/a AXISS AUDIO)

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent by operation of the Court's electronic filing system to all attorneys of record registered on the CM/ECF system. All other parties will be served by electronic mail and/or FedEx. Parties may access this filing through the Court's electronic filing system.

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Solothurn, Switzerland

/s/Eric G. Osborne

soulution
nature of sound

DISTRIBUTORSHIP CONTRACT

between

Spemot AG
Industriestrasse 70
CH 4657 Dulliken
Switzerland

(hereinafter referred as Spemot)

and

AXISS Distribution Inc
17800 South Main Street, Suite 109
Gardena, CA 90248
USA

(hereinafter referred as Distributor)

EXHIBIT
1

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1 GENERAL

1.1 This Distributorship Contract consists of 7 (seven) pages.

1.2 All the listed articles, clauses and sub-clauses included in this Distributorship Contract are integral part of this Distributorship Contract.

1.3 All rights granted to Distributor are indivisible and non-transferable without the written consent of Spemot.

1.4 The following terms as used in this Distributorship Contract shall have the meaning defined below:

1.4.1 PRODUCTS shall mean all the products manufactured and/or produced and sold by Spemot AG and marked with the soulution registered brand name and/or logo mark.

1.4.2 TERRITORY shall mean the territory of USA & Canada.

1.5 This Distributor Contract completely replaces all contracts agreed upon between Spemot and Distributor regarding the distribution of PRODUCTS in the TERRITORY.

2 EXCLUSIVITY

2.1 Spemot gives Distributor the exclusivity to import, promote, market and sell the PRODUCTS in the TERRITORY.

2.2 Spemot commits itself to not sell any PRODUCTS in the TERRITORY, not directly nor through any other company, organisation or distributor but to the Distributor.

2.3 Distributor shall always purchase PRODUCTS exclusively from Spemot and commits itself not to purchase any PRODUCT from sources different from Spemot.

2.4 Distributor commits itself to not resell any PRODUCT to other countries and territories different from the TERRITORY defined in this Distributor Contact.

3 DEALER NETWORK

3.1 Distributor commits to establish a network – suitable to his TERRITORY - of independent dealers with physical locations to actively showcase the PRODUCTS.

3.2 Distributor commits itself to not sell any PRODUCTS on internet platforms or through discounters and brokers not directly nor through any other company, organisation or dealer.

3.3 Distributor is responsible to manage and/or regulate the business behaviour of its dealers and or retail outlets. In particular the Distributor ensures that the PRODUCT is presented in an adequate manner and environment.

3.4 Distributor will ensure that the staff concerned with the promotion and sales of PRODUCTS is suitably trained and qualified to carry out their duties in a competent manner. Distributor is in charge to train his staff as well as dealers with the specific functions, advantages and technical specifications of the PRODUCT.

4 MARKETING AND PROMOTION

4.1 Distributor commits to actively promote the PRODUCTS in TERRITORY in order to develop sales and brand recognition of soulution.

4.2 Distributor ensures appropriate coverage (advertising and editorial) in printed magazines, online magazines and other media relevant in the TERRITORY.

4.3 Distributor commits to participate and/or showcase the PRODUCTS at relevant special interest tradeshows relevant in the TERRITORY.

4.4 Spemot shall provide Distributor with available promotional material (brochures, etc.)

4.5 Distributor will share with Spemot all the relevant information related to the market, the consumers, the competitors, the distribution channels etc., with the goal of providing Spemot with information useful for developing products and/or strategies suited to the market needs.

5 INTELLECTUAL PROPERTY

5.1 All rights to the trademarks, electronic design, mechanical design, external design, label, layout, presentation etc. of the PRODUCTS shall be and remain the exclusive property of Spemot.

5.2 By using these intellectual properties, Distributor does not acquire any property right to or goodwill or other interest in such properties.

5.3 Spemot is entitled to register any of its trademarks or to protect any of its intellectual properties by patent for the TERRITORIES herein mentioned.

5.4 Distributor agrees to take all measures - as far as can reasonably be expected - that are required to assist Spemot in their efforts to maintain and preserve Spemot's rights to its intellectual properties.

5.5 All information transferred or otherwise revealed to Distributor by Spemot under this agreement, including but not limited to, engineering information, manufacturing information, technology, know-how and price books or lists, will at all times remain Spemot's property.

5.6 Distributor shall at all times hold such information confidential and shall not disclose any such information.

5.7 Upon termination of this Distributorship agreement, Distributor shall promptly return all such information to Spemot, together with any copies or reproductions thereof.

5.8 Distributor's obligations under this section shall survive any termination of the Distributorship Agreement.

6 CERTIFICATIONS

6.1 Distributor will apply for all relevant product certifications of the PRODUCTS required for TERRITORY. Distributor is responsible to initiate and manage the certification process. The cost for the certification will be covered by Distributor.

6.2 Spemot will provide the required information for the certification process.

6.3 Distributor commits to cover any claims or liabilities arising from PRODUCTS sold to TERRITORY without having the required, specific certificates.

7 TECHNICAL ASSISTANCE AND SERVICE

7.1 Distributor will provide appropriate technical assistance to the PORDUCTS.

7.2 Distributor ensures that the staff providing technical assistance is properly trained and familiar with the specific details of the PRODUCTS and is experience in assembling, disassembling of the PRODUCTS.

7.3 Spemot will ensure Distributor the best technical assistance and deliver all the required information, instructions and spare parts for the repair of the PRODUCT.

7.4 Spemot may decide at its option that a specific product requiring technical assistance has to be returned. In this case Spemot will pay for shipment cost.

7.5 PRODUCT may be returned to Spemot for repair because Distributor does not have appropriate knowhow and/or resources to provide appropriate technical assistance. In this case Distributor will pay for shipment cost.

8 PRODUCT RANGE AND TECHNICAL SPECIFICATIONS

8.1 Nothing in this Distributorship Contract shall impose Spemot an obligation not to withdraw any of the PRODUCTS from the market.

8.2 Spemot may change the technical specification of PRODUCTS if required.

8.3 Spemot will endeavor to give Distributor reasonable notice of any relevant change

9 BUSINESS PLANNING

9.1 At the beginning of each year, Distributor will provide a business plan for the coming year consisting of expected volume per product type and the approximate schedule for delivery.

9.2 Distributor commits to respect the planned schedule of order by at least 70% of its total amount of forecasted revenues.

10 PRICES AND PAYMENT

10.1 Distributor will pay the PRODUCTS in advance before the shipping. The payments are intended in Swiss Franc (CHF).

10.2 Distributor will pay the shipping and insurance costs.
All prices are intended EX-WORKS.

10.3 Distributor will choose the carrier.

10.4 Spemot is entitled to charge a risk adjusted interest rate (minimum 8% p.a.) on all open balances with the Distributor.

11 DURATION AND CANCELLATION

11.1 Unless sooner terminated as hereafter provided, this Distributorship Contract shall continue in full force and effect until December 31st 2015

11.2 Thereafter this Distributorship Contract shall automatically be renewed without further formal notices for successive periods of one (1) year each.

11.3 Both parties are entitled to cancel this Distributorship Contract at its option and with written notice before six months.

11.4 If either party does not respect and/or fulfil the rights and duties herein defined, the other party is entitled to cancel this Distributorship Contract with written notice before one month.

11.5 Distributor shall not be entitled to any claim or compensation whatsoever by reason or on occasion of the expiration, termination or not-renewal of this Distributorship Contract.

12 VARIOUS

12.1 This Distributorship Contract shall, in all respects, be subject to substantive Swiss law.

12.2 The parties hereto expressly agree that any dispute arising of or in connection with this Distributorship Contract shall be submitted to the exclusive jurisdiction of the Courts of Solothurn, Switzerland.

20.09.2012

AXISS Distribution Inc	Spamot AG
Arturo Manzano	Cyrill Hammer
(authorised signature)	Roland Manz

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AXISS Distribution Inc.

AUTHORIZED DEALER AGREEMENT

THIS AGREEMENT is made as of April 28th, 20 23, by and between AXISS DISTRIBUTION INC. DBA AXISS Audio, a corporation, having its principal place of business at 17800 S. Main Street, Suite 109, Gardena CA 90248 (hereinafter called "the Company") and

Suncoast Audio LLC
_____, a
Dealer's Full Legal Name

LLC
_____ of the State of Florida
(Corporation, Partnership, Sole Proprietorship)

having its principal place of business at

7353 International Place #309	Sarasota	FL	34240
Street Address	City or Town	State	Zip

(hereinafter called "Dealer")

WITNESSETH:

WHEREAS, the Company markets high quality consumer electronics products under various names and designations. The Company desires to market its audio products through a network of authorized dealers who are committed to satisfying the product and service needs of their customers, and to maintaining customer confidence in the Company and its audio products; and

WHEREAS, Dealer has expressed the desire to be appointed as an authorized dealer for the Company's audio products, and has represented to the Company that it has the capacity to satisfy each of its obligations under this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Company and Dealer hereby agree as follows:

Article 1. **Appointment and Acceptance**

1.1 **Appointment.** The Company hereby appoints Dealer as one of its authorized dealers for those products listed from time to time in the Company's authorized U.S.A. Dealer Price List (hereinafter called "the Price List") for audio products (hereinafter called "the Company's Products" or "the Products"). Unless otherwise agreed by the Company in writing, Dealer shall not be authorized to purchase any products from the Company other than those listed in the Price List. The Company shall have the right to add products or to delete products from the Price List at any time, and such additions or deletions shall be deemed to increase or decrease the extent of Dealer's appointment as the case may be.

1.2 **Acceptance.** Dealer hereby accepts the above appointment and agrees to satisfy each of its obligations hereunder at all times during the term of this Agreement.

Article 2. **Limitations on Locations and Sales for Resale**

Dealer acknowledges that it is desirable that the Products be sold only through those locations which meet the standards established by the Company for its authorized dealers. Dealer further acknowledges that if the Products are offered only through that number of locations deemed by the Company to be adequate to serve the market fully, the Company's authorized dealers will be encouraged to offer the maximum amount of services with respect to the Products, thereby enabling them to compete more effectively against dealers selling products competitive with the Products. Accordingly, Dealer agrees as follows:

2.1 Dealer shall not sell or offer the Products for sale at any locations other than those which the Company has authorized in advance in writing. Dealer's presently authorized location(s) are listed above or on Exhibit "A" which is attached hereto and incorporated as a part of this Agreement. The Company shall have the right to withdraw its authorization of any location at any time, at its sole discretion, by written notice to Dealer.

2.2 Dealer shall not sell or otherwise transfer the Products to any person or entity for purposes of further resale, without the advance written authorization of the Company. The Company shall have the right to withdraw any such authorization at any time, at its sole discretion, by written notice to Dealer.

2.3 Dealer shall not sell or offer the Products for sale on any website other than the Dealer's own website or those which the Company has authorized in advance in writing.

EXHIBIT 2

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2.4 Dealer is to call Company for authorization for sales into areas not served by other Dealers.

Article 3. **Dealer Requirements**

Dealer agrees that each of the requirements expressed in this Article shall be fulfilled at all times by each of Dealer's authorized locations.

3.1 **Location Facilities.** The location shall be maintained, both interior and exterior, in a manner conducive to the retail sale of the Products.

3.2 **Demonstration Facilities.** The location shall have a distinct area of the store devoted to demonstration of the Products.

3.3 **Personnel and Training.** Dealer shall maintain a staff of competent sales personnel at the location who are knowledgeable concerning electronics products in general, and who are thoroughly familiar with the specifications, features and technical advantages of the Products. Dealer shall conduct any training of its sales personnel which may be necessary to impart such knowledge, and shall cooperate fully in any sales and product training programs offered by the Company.

3.4 **Store Visits.** Dealer shall permit the Company's personnel and independent sales representatives to visit the location at such intervals as the Company, at its sole discretion, deems necessary, so as to enable them to check Dealer's stock of the Products, to engage in any necessary in-store training of Dealer's personnel and to determine whether Dealer is in compliance with its obligations under this Agreement.

3.5 **Purchasing Frequency and Stocking Requirements.** Dealer shall place orders for the Products no less frequently than every ninety (90) days. Dealer shall carry a representative selection of the Products, and shall at all times maintain a stock of the Products sufficient to supply reasonably anticipated consumer demand for a period of not less than forty-five (45) days.

3.6 **Trade Practices.** Dealer shall at no time engage in "bait and switch" practices or any other unfair trade practices with respect to the Products, shall make no physical, electrical or mechanical alterations to the Products without the advance written consent of the Company, shall make no false or misleading representations with regard to the Company or the Products, and shall engage in no activities which may reflect adversely upon the Company or the Products. Dealer shall make no representations to customers or to the trade with respect to the specifications, features or performance of the Products, except such as may be approved in writing or published by the company.

3.7 **Best Efforts.** Dealer shall use its best efforts to promote and sell the Products and shall at all times represent the Products fairly in comparison with competitive products. If a customer inquires about a product which is competitive with any of the Company's Products carried by Dealer, Dealer shall describe and offer to demonstrate the features and benefits of the Company's Products so as to enable the customer to enjoy a full range of choice.

3.8 **Promotional Materials.** Dealer shall utilize any sales literature and other promotional materials supplied free of charge by the Company.

3.9 **Warranty Service.** Dealer shall not perform or attempt to perform warranty service with respect to the Products unless authorized in advance by the Company. If Dealer is not so authorized, it shall comply with procedures prescribed by the Company from time to time concerning disposition of the Products which may be delivered to it for warranty repairs.

3.10 **Compliance With Laws.** To the extent not otherwise required hereunder, Dealer shall comply with all applicable federal, state and local laws and regulations in performing its obligations hereunder and in any of its dealings with the Company or the Products.

3.11 **Complaints.** Dealer shall advise the Company promptly as to any information that may come to its attention concerning charges, complaints or claims about the Company or the Products by customers or others.

Article 4. **Prices and Other Terms and Conditions of Sale**

4.1 **Price List.** Dealer acknowledges receipt of the current Price List. The Price List, any supplementary or replacement Price Lists, and each of the prices and other terms and conditions of sale contained in all such Price Lists shall be considered integral part of this Agreement. The Company shall have the right to reduce or increase prices to Dealer or to change other terms and conditions of sale, at any time, without advance notice. Price reductions shall not result in pricing adjustments with respect to Products ordered prior to the effective date of such reductions. When a new Price List is issued to Dealer by the Company, it shall become a part of this Agreement automatically as of its effective date, and shall supersede all prior inconsistent Price Lists.

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4.2 **Taxes.** Prices do not include taxes of any nature. Dealer shall pay such taxes when invoiced by the Company or shall supply tax exemption certificates in a form satisfactory to the Company and appropriate taxing authorities.

4.3 **Administrative Fee.** All sales are subject to a 3.5% administrative fee, determined at the discretion of the Company.

4.4 **Governing Terms.** Unless otherwise agreed by the Company in writing, the terms and conditions stated in this Agreement, in the Price List, on the Company's Invoices and on any order acknowledgment forms utilized by the Company apply to all dealings between the parties hereto. It is expressly agreed that no additional or different terms or conditions contained in Dealer's Purchase Orders or other business forms shall be of any force or effect whatsoever under any circumstances, even if orders submitted by Dealer on such forms are accepted and filled by the Company.

Article 5. **Credit and Financial Requirements.**

5.1 **Financial Representations.** Dealer represents and warrants to the Company that Dealer is in a good and substantial financial condition and is able to pay all bills when due. Dealer shall, from time to time, furnish any financial statements or additional information as may be requested by the Company in order to enable the Company to determine Dealer's financial condition.

5.2 **Extension of Credit and Credit Limits.** If the Company determines, at its sole discretion, that Dealer does not qualify for credit, the Company may elect to sell the Products to Dealer on a cash-in-advance basis, but shall not be required to do so. If credit is extended, the Company shall have the right to establish credit limits for Dealer and to change such credit limits or any other financial requirements, from time to time, at the Company's sole discretion.

5.3 **Payment Terms.** Sales will be made on the payment terms in effect at the time that an order is accepted, and Dealer shall pay all invoices when due. Dealer shall refrain from making deductions of any kind from any payments due the Company, unless a credit memorandum has been issued by the Company to Dealer. No payment by Dealer to the Company of any lesser amount than that due to the Company shall be deemed to be other than a payment on account, and no endorsement or statement on any check or other medium of payment or in any letter or other writing accompanying any payment shall be deemed an accord and satisfaction. The Company may accept any payment without prejudice to its right to recover any remaining balance or to pursue any other remedy provided in this Agreement or by applicable law.

5.4 **Delinquencies.** If Dealer becomes delinquent in payment obligations or other credit or financial requirements established by the Company, or, if in the sole judgment of the Company, Dealer's credit becomes impaired, the Company shall have any or all of the following rights and remedies in addition to any other rights or remedies provided in this Agreement or by applicable law:

(1) The Company may refuse to accept any new orders, may cancel or delay shipment of any orders accepted previously, or may stop any shipments in transit.

(2) If the Company has previously extended credit to Dealer, and the Company elects to make further sales to Dealer, the Company may refuse to extend further credit and may require payment on a cash-in-advance basis.

(3) The Company may declare all outstanding amounts immediately due and payable, notwithstanding any credit terms previously in effect.

(4) The Company may send Dealer's account to a collection agency for collection of all or part of amount due. Dealer shall be responsible for all collection agency fees.

5.5 **Attorneys' Fees.** In the event that the Company institutes litigation to collect sums owed by Dealer, Dealer shall be responsible for reasonable attorneys' fees and costs incurred by the Company in connection with the litigation, if a judgment in the Company's favor is entered in the litigation.

Article 6. **Orders and Shipments.**

6.1 **Acceptance of Orders.** Each of Dealer's orders is subject to the Company's acceptance. In addition to any specific rights of rejection set forth in this Agreement, the Company shall have the right, for any reason whatsoever, to reject any order, in whole or part.

6.2 **Means of Shipment.** The Company shall have the right to select the means of shipment for all orders shipped by the Company to Dealer.

6.3 **Partial Shipments.** The Company shall have the right to make partial shipments with respect to Dealer's orders, which shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not relieve Dealer of its obligation to accept the remaining installments.

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6.4 **Risk of Loss.** Regardless of whether Dealer or the Company pays or advances freight or insurance charges, all risk of loss or damage to the Products in transit shall be borne by Dealer, commencing with the placement of the Products in the custody of a carrier or shipping agent at the Company's loading dock. The Company shall, to the extent reasonably possible, assist Dealer in making claims with carriers in the event of such loss or damage.

6.5 **Exclusion of Damages.** The Company shall endeavor to ship the Products within a reasonable time. HOWEVER, THE COMPANY SHALL NOT BE LIABLE TO DEALER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN SHIPMENT OR DELIVERY OR ANY ERROR IN THE FILLING OF ORDERS.

Article 7. **Stock Adjustments**

All sales are final. No Products may be returned by Dealer for credit or replacement because of Dealer's desire to adjust its stock of the Products or any other reason.

Article 8. **Exclusion of Implied Warranties and Damages for Defects**

8.1 **No Implied Warranties.** Any and all implied warranties with respect to Products or parts sold by the Company to Dealer, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, hereby are excluded.

8.2 **Exclusion of Damages.** Unless otherwise provided by applicable law: The Company's liability, if any, to Dealer for any allegedly defective Products or parts shall, under any legal or equitable theory, be limited to repair or replacement of the Product or parts, at the Company's option; AND THE COMPANY SHALL NOT BE LIABLE TO DEALER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, BECAUSE OF PRODUCTS OR PARTS DEFECTS.

Article 9 **Changes in Products, Parts and Consumer Warranty Policies**

9.1 **Products and Parts.** The Company may at any time change the design of any of its Products or discontinue selling any Product or part without advance notice to Dealer, and Dealer shall have no claim against the Company for failure to furnish parts or Products of the model, design or type previously sold.

9.2 **Warranty and Service.** The Company may at any time change consumer warranty or service policies without incurring any liability to Dealer.

Article 10. **The Company's Trademarks**

Dealer acknowledges the exclusive ownership by the Company of all trademarks, trade names, trade dress and copyrighted materials utilized by the Company in connection with the Products (hereinafter called collectively "the Company's trademarks"). Any utilization by Dealer of the Company's trademarks in connection with Dealer's sales, advertising or promotion of the Products shall be in accordance with standards and requirements established by the Company form time to time, at the Company's sole discretion. Dealer shall acquire no rights of any kind in any of the Company's trademarks as a result of any such utilization. Dealer shall refrain from utilizing any of the Company's trademarks as any part of the name under which Dealer conducts business, from attaching any additional trademarks or trade designations to the Products, or from affixing any of the Company's trademarks to products other than the Company's Products. Upon any termination of the Agreement, Dealer shall immediately refrain from any further use of the Company's trademarks or any trademarks confusingly similar thereto in connection with any products whatsoever.

Article 11. **Duration of Agreement and Termination**

11.1 **Duration and Termination.** This Agreement shall remain in effect until terminated by mutual decision of the parties or by either party unilaterally, as hereinafter provided. Either party may terminate this Agreement at any time, and such termination may be either with or without cause. If the termination is without cause, thirty (30) days advance written notice must be provided by the terminating party to the other party. Each party acknowledges that such period is adequate to allow it to take all actions required to adjust its business operations in anticipation of termination. If the termination is for cause, advance written notice may be provided at the option of the terminating party, but shall not be required

11.2 **Definition of Cause.** "Cause" for termination, for purposes of this Agreement, shall include, but shall not necessarily be limited to, the following circumstances:

(1) Cause shall exist for termination by either party if the other party:

(a) breaches any provision of this Agreement; or
(b) makes a material false representation, report or claim in connection with the business relationship of the parties, or engages in fraud or criminal misconduct; or
(c) attempts to assign this Agreement, except under circumstances permitted under the provisions of this Agreement; or
(d) becomes insolvent, liquidated or terminates its business, is adjudicated in a

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bankruptcy, makes an assignment for the benefit of creditors, suffers the appointment of a receiver or trustee with respect to its business, invokes the provisions of any law for the relief of debtors, or files or has filed against it any similar proceeding.

(2) In the case of termination by the Company, cause shall also exist if there is any change in the management, ownership, or control of Dealer's business.

11.3 **Final Orders.** Upon any termination of this Agreement, any orders outstanding and unshipped as of the termination date shall be deemed canceled, and the Company shall have no obligation to fill same. If this Agreement is terminated by either party with advance notice, the Company shall have the right to reject all or part of any orders received from Dealer during the period after notice but prior to the effective date of termination (hereinafter called "the final period"), if availability of the Products is insufficient at the time to meet the needs of the Company and its customers fully. In any event, the Company may limit shipments during the final period to Dealer's average monthly purchases from the Company during the six (6) months prior to the month in which notice of termination is provided. Notwithstanding any credit terms made available to Dealer prior to that time, any of the Products shipped by the Company to Dealer during the final period shall be paid for by certified or cashier's check prior to shipment.

11.4 **Acceleration of Due Dates.** Termination of this Agreement by the Company for cause shall automatically accelerate the due date of all invoices for the Products so that they shall become immediately due and payable on the effective date of termination, even if longer terms had been provided previously.

11.5 **Activities Subsequent to Termination.** Upon termination of this Agreement, Dealer shall immediately:

(1) remove or obliterate any and all signs or other materials which designate Dealer as an authorized dealer for the Products or which include any of Company's trademarks, and cease holding itself out, in any other manner, as an authorized dealer for the Products; and
(2) notify and instruct publications and others which may list or publish Dealer's name as an authorized dealer (including telephone directories, Yellow Pages and other business directories), to discontinue such listings; and
(3) return to the Company, if so requested by the Company, any and all literature, point of purchase materials, displays and other promotional materials provided to Dealer by the Company.

11.6 **Exclusion of Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER BECAUSE OF ANY TERMINATION OF THIS AGREEMENT, FOR COMPENSATION, REIMBURSEMENT, LOST PROFITS, OR DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

11.7 **Continuing Obligations.** Notwithstanding the provisions of Paragraph 11.6 hereof, the termination of this Agreement shall not affect Dealer's obligation to satisfy any outstanding indebtedness to the Company, and shall not relieve Dealer of any of its obligations hereunder with respect to any of the Company's Products remaining in Dealer's inventory.

Article 12. **Repurchase Option**

If requested by the Company, Dealer shall submit to the Company, within ten (10) days following the effective date of any termination of this Agreement, a list of all new and undamaged Products of the Company then in Dealer's inventory. The Company shall have the option to repurchase (but shall not be obligated to repurchase) any or all of such Products, upon providing written notice of its intention to Dealer within thirty (30) days after receipt of the Product list form Dealer. Upon receipt of notice that the Company intends to exercise its repurchase option, Dealer agrees to cause those Products selected by the Company for repurchase to be delivered to such place(s) in the United States as the Company may designate. The Company shall have the right to inspect all returned merchandise before establishing final disposition. Upon inspection, the Company shall be entitled to reject and return to Dealer, freight collect, any Products which, in the Company's sole judgment, are in unacceptable condition. Dealer shall be credited for any accepted products at the net invoice prices at which such Products originally were purchased by Dealer, less any allowances which the Company may have given Dealer on account of such Products, and less the costs of repair, refurbishing or repackaging, as may be necessary.

Article 13. **Assignment and Notice of Sale**

Dealer has been appointed as an authorized dealer for the Products because of the Company's confidence in Dealer, which confidence is personal in nature. Dealer may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligations hereunder) without the advance written consent of the Company. If a sale or other transfer of the business conducted by Dealer is contemplated (whether by transfer of stock, assets or otherwise), Dealer shall notify the Company in writing not less than thirty (30) days prior to effecting such transfer, but such notice shall not obligate the Company to deal with the transferee. The Company may assign this Agreement only to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of

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this Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

Article 14. **Relationship of the Parties**

The relationship between the Company and Dealer is that of buyer and seller only. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, partnership or joint venture between the parties hereto. Dealer shall be deemed as an independent contractor at all times, and neither Dealer nor any of Dealer's employees or agents shall have any express or implied right or authority to assume or create any obligation or liability on behalf of the Company.

Article 15. **Waiver**

The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation hereunder.

Article 16. **Notices**

All notices and demands of any kind which either the Company or Dealer may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal delivery or by mail. If by personal delivery, service shall be deemed complete upon such delivery. If by mail, service shall be deemed complete upon mailing. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served by either party on the other as provided herein.

Article 17. **Governing Law**

This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California.

Article 18. **Severability**

In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

Article 19. **Language Interpretations**

The use of a singular or plural form in this Agreement shall include the other form, and the use of a masculine, feminine or neuter gender shall include the other genders.

Article 20. **Entire Agreement**

This Agreement shall not become effective until executed by Dealer and subsequently executed by the Company. This Agreement, together with any other documents incorporated herein by reference, constitutes the entire Agreement between the parties hereto pertaining in any manner to the subject matter hereof. Except as otherwise provided herein, any and all written or oral agreements heretofore existing between the parties which pertain in any manner to the subject matter of this Agreement are expressly superseded and canceled by this Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified, supplemented or amended, except by a written instrument executed by both parties. This Agreement has been executed in multiple counterparts, each of which shall be deemed enforceable without production of the others.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove written.

DEALER

DocuSigned by:

By: Michael Bovaird
D4C4D3A5F4E1403...
Signature

Michael Bovaird
Printed Name

Owner
Title:

AXISS DISTRIBUTION INC.

By:_____

Title:_____

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AXISS DISTRIBUTION INC.(DBA AXISS Audio)
RESALE CERTIFICATE

I certify that

Suncoast Audio LLC

NAME OF PURCHASER

7353 International Place #309

ADDRESS

Sarasota	FL	34240
CITY	STATE	ZIP

Is registered with the below listed state(s) and cities which AXISS Distribution Inc., DBA AXISS Audio, would deliver purchases to and that any such purchases are for wholesale, resale ingredients or components of a new product to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: Sell audio equipment	
City or State: Sarasota, FL	State Sales Tax Registration or ID Number: 37-1776455
City or State:	State Sales Tax Registration or ID Number:

I further certify that if any property so purchased tax-free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be made part of each order we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

SIGNATURE	TITLE	DATE	PHONE NUMBER
DocuSigned by: Michael Bovaird D4C4D3A5F4E1403...	Owner	04/28/2023	941-932-0282

INVOICE

Veris Audio and Vintage Hi-Fi
624 Grassmere Park
Ste 18 Ste 18
Nashville, TN 37211-1718

accounting@verisaudio.com
+1 (615) 397-5119

Bill to
Michael Gefteas
[redacted]

Ship to
Michael Gefteas
[redacted]

Shipping info
Ship via: Pre-Shipped
Ship date: 04/01/2024

Invoice details
Invoice no.: 1426
Terms: Net 60
Invoice date: 06/15/2024
Due date: 08/14/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Nihon Onkyo Engineering AGS FS1 Floorstanding Diffusor (L + R Pair)**	Nihon Onkyo Engineering AGS FS1 Floorstanding Diffusor (L + R Pair)	1	$1,784.10	$1,784.10
2.		**ST1**	Nihon Onkyo Engineering AGS ST1 Flat Panel Standing Diffusor	2	$1,138.10	$2,276.20
3.		**Nihon Onkyo Engineering AGS FL1 Floor Speaker Diffusor**	Nihon Onkyo Engineering AGS FL1 Floor Speaker Diffusor	2	$720.10	$1,440.20
4.		**Nihon Onkyo Engineering AGS MN1 Small Model Diffusor**	Nihon Onkyo Engineering AGS MN1 Small Model Diffusor	1	$416.10	$416.10

Ways to pay

VISA · DISCOVER · AMEX · BANK · PayPal · venmo

Total	**$5,916.60**
Payment	$5,916.60
Balance due	**$0.00**

Paid in Full

Note to customer

This Invoice is for a special accommodation deal to purchase a full set of Nihon Onkyo Engineering Acoustic Grove System Diffusors. Because customer did a great review of these products, AXISS Audio has arranged for these to be sold to customer at 62% discount to List Price, while also covering the costs of shipment and any payment processing fees. As an additional incentive Customer needs to pay for just 50% of the total price now with the remaining 50% due after 60 days.

EXHIBIT 3

INVOICE

AXISS Audio USA
624 Grassmere Park Suite 18
Nashville, TN 37211

info@axissaudio.com
+1 (866) 295-4133
www.axissaudio.com

Bill to
Michael Gefteas
[redacted]

Ship to
Michael Gefteas
[redacted]

Shipping info
Ship via: Ground Freight

Invoice details
Invoice no.: 1206-LOAN
Terms: Net 30
Invoice date: 10/07/2024
Due date: 11/06/2024

#	Product or service	Description	Qty	Rate	Amount
1.	**Gauder Akustik Capello 100 DV Loudspeaker (Black)**	Gauder Akustik Capello 100 DV Loudspeaker (Black)	0		$0.00

Total **$0.00**

VOID

Note to customer

TERMS: The products reflected on this invoice are being loaned to Michael Gefteas to test this product as part of a review Upon completion of the loan period, the products reflected on this invoice must be returned to and received by AXISS within 7 business days. If the loaned products are not received by AXISS within 7 business days of the end of the loan period, the transaction will be considered a purchase and the full amount of the invoice will be immediately due and payable. Once AXISS receives the returned product, a detailed inspection will be performed to ensure that the products are not damaged and are in proper working order. If AXISS determines that the products are damaged or not in proper working order, the amount of this invoice will become immediately due and payable.

EXHIBIT 4

INVOICE

AXISS Audio USA
624 Grassmere Park Suite 18
Nashville, TN 37211

info@axissaudio.com
+1 (866) 295 4133
www.axissaudio.com

Bill to
Michael Bovaird
Suncoast Audio
[redacted]

Ship to
Drop Ship to Customer Address TBD

Invoice details
Invoice no.: 1210 SUNC
Terms: Net 30
Invoice date: 12/01/2024
Due date: 12/31/2024

#	Product or service	Description	Qty	Rate	Amount
1.	**Soulution 727 Preamplifier (no Phono)**	Soulution 727 Preamplifier (no Phono) Serial #727-0068	1	$44,835.63	$44,835.63

To pay by ACH or CC click this link: https://bit.ly/AAUSApaylink

A credit card surcharge of up to 3% may be applied to invoices paid by credit card. This surcharge is not greater than our cost of acceptance and does not apply to debit or prepaid cards.

Total	**$44,835.63**
Payment	-$44,835.63
Balance due	**$0.00**

Paid in Full

Note to customer

This Invoice is for purchase of a Soulution 727 with a target delivery date in December 2024. The final delivery should be shortly before or coincide with the delivery of a pair of 717 power amps ordered by this same Customer's end user client. To lock in this future sale, Customer will provide a $20,000 deposit to secure the delivery date on this 727. Because this is a straight Customer sale at standard pricing, AXISS will cover the costs of drop shipping directly to Customer's end user client.

EXHIBIT 5

INVOICE

AXISS Audio USA
624 Grassmere Park Suite 18
Nashville, TN 37211

info@axissaudio.com
+1 (866) 295-4133
www.axissaudio.com

Bill to
Michael Bovaird
Suncoast Audio
[redacted]

Ship to
[redacted]

Invoice details
Invoice no.: 1211-SUNC
Terms: Due on receipt
Invoice date: 06/12/2025
Due date: 06/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Soulution 717 Reference Power Amplifier**	Soulution 717 Reference Power Amplifier Serial #s 717-0003 and 717-0004	2	$63,235.63	$126,471.26

For ACH or Wire Payments:

Bank Name: First Horizon Bank
Address: [redacted]
ABA/Routing # [redacted]
Account # [redacted]
Account Name: AXISS Audio USA, LLC

Total	**$126,471.26**
Payment	-$126,471.26
Balance due	**$0.00**

Paid in Full

Note to customer

This Invoice is for purchase of a pair of Soulution 717 power amplifiers. AXISS acknowledges that Customer has an aggressive delivery date and AXISS commits to reserve 2x 717 units from the first delivery batch for this Customer's end user client. To lock in this first batch commitment, Customer will provide a deposit of $20,000 per amplifier, $40,000 total for both amplifiers. The remaining balance will then become due once the amplifiers are ready to ship to Customer or their end user client. Because this is a straight Customer sale at standard pricing, AXISS will cover the costs of drop shipping directly to Customer's end user client.

EXHIBIT 6

From: Wire Transfer <WireTransfer@firsthorizon.com>
Sent: Thursday, October 10, 2024 9:21 AM
To: CLIFF@AXISSAUDIO.COM
Subject: Notification of Wire Transfer Credit

WIRE TRANSFER NOTIFICATION CREDIT

Please save this email as confirmation of your recent wire transfer. If you believe this transaction to be in error or fraudulent, please contact (866) 340-9473 immediately.

TRANSACTION NUMBER:	2024101000001508	REPORT DATE:	2024/10/10
STATUS:	COMPLETE	COMPLETION TIME:	2024/10/10 10:19:51
		CREDIT:	60,000.00 USD

CREDIT PARTY

ACCOUNT NUMBER:	[redacted]
NAME:	AXISS AUDIO USA LLC
ADDRESS:	DBA AXISS DISTRIBUTION 5261 GRANNY WHITE TRCE NASHVILLE TN 37220 US

DEBIT PARTY

ACCOUNT NUMBER:	[redacted]
NAME:	TRUIST BANK
ADDRESS:	CHARLOTTE, NC

ORDERING PARTY

ORDERING CUSTOMER ACCOUNT:	[redacted]
ORDERING CUSTOMER:	SUNCOAST AUDIO LLC
ORDERING CUSTOMER ADDRESS:	[redacted]
ORDERING BANK ACCOUNT:	
ORDERING BANK:	
ORDERING BANK ADDRESS:	
ORDERING REFERENCE #:	

SENDING PARTY

SENDER NAME:	
SENDER BANK:	
SENDER BANK ADDRESS:	
SENDER REFERENCE #:	2024101000008373

RECEIVING PARTY (BENEFICIARY CUSTOMER)

EXHIBIT 7

RECEIVER NAME:	AXISS AUDIO USA
RECEIVER ADDRESS:	5261 GRANNY WHITE TRCE
	NASHVILLE, TN 37220
ACCOUNT ID:	[redacted]
RECEIVING BANK:	

ORIGINATOR TO BENEFICIARY INFORMATION:
INV. 1210-SUNC/INV. 1211-SUNC (DEP)

BANK TO BANK INFORMATION:

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From: Wire Transfer <WireTransfer@firsthorizon.com>
Sent: Monday, December 9, 2024 12:38 PM
To: CLIFF@AXISSAUDIO.COM
Subject: Notification of Wire Transfer Credit

WIRE TRANSFER NOTIFICATION CREDIT

Please save this email as confirmation of your recent wire transfer. If you believe this transaction to be in error or fraudulent, please contact (866) 340-9473 immediately.

TRANSACTION NUMBER:	2024120900003921	REPORT DATE:	2024/12/09
STATUS:	COMPLETE	COMPLETION TIME:	2024/12/09 13:36:58
		CREDIT:	24,835.63 USD

CREDIT PARTY

ACCOUNT NUMBER:	[redacted]
NAME:	AXISS AUDIO USA LLC
ADDRESS:	DBA AXISS DISTRIBUTION 5261 GRANNY WHITE TRCE NASHVILLE TN 37220 US

DEBIT PARTY

ACCOUNT NUMBER:	[redacted]
NAME:	TRUIST BANK
ADDRESS:	CHARLOTTE, NC

ORDERING PARTY

ORDERING CUSTOMER ACCOUNT:	[redacted]
ORDERING CUSTOMER:	SUNCOAST AUDIO LLC
ORDERING CUSTOMER ADDRESS:	[redacted]
ORDERING BANK ACCOUNT:	
ORDERING BANK:	
ORDERING BANK ADDRESS:	
ORDERING REFERENCE #:	

SENDING PARTY

SENDER NAME:	
SENDER BANK:	
SENDER BANK ADDRESS:	
SENDER REFERENCE #:	2024120900017097

RECEIVING PARTY (BENEFICIARY CUSTOMER)

EXHIBIT 8

RECEIVER NAME:	AXISS AUDIO USA
RECEIVER ADDRESS:	5261 GRANNY WHITE TRCE
	NASHVILLE, TN 37220
ACCOUNT ID:	[redacted]
RECEIVING BANK:	

ORIGINATOR TO BENEFICIARY INFORMATION:
INVOICE 1210-SUNC

BANK TO BANK INFORMATION:

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From: Wire Transfer <WireTransfer@firsthorizon.com>
Sent: Friday, June 13, 2025 9:36 AM
To: CLIFF@AXISSAUDIO.COM
Subject: Notification of Wire Transfer Credit

WIRE TRANSFER NOTIFICATION CREDIT

Please save this email as confirmation of your recent wire transfer. If you believe this transaction to be in error or fraudulent, please contact (866) 340-9473 immediately.

TRANSACTION NUMBER:	2025061300002605	REPORT DATE:	2025/06/13
STATUS:	COMPLETE	COMPLETION TIME:	2025/06/13 10:34:11
		CREDIT:	86,471.26 USD

CREDIT PARTY

ACCOUNT NUMBER: [redacted]
NAME: AXISS AUDIO USA LLC
ADDRESS: DBA AXISS DISTRIBUTION
5261 GRANNY WHITE TRCE
NASHVILLE TN 37220 US

DEBIT PARTY

ACCOUNT NUMBER: [redacted]
NAME: TRUIST BANK
ADDRESS: CHARLOTTE, NC

ORDERING PARTY

ORDERING CUSTOMER ACCOUNT: [redacted]
ORDERING CUSTOMER: SUNCOAST AUDIO LLC
ORDERING CUSTOMER ADDRESS: [redacted]

ORDERING BANK ACCOUNT:
ORDERING BANK:
ORDERING BANK ADDRESS:

ORDERING REFERENCE #:

SENDING PARTY

SENDER NAME:
SENDER BANK:
SENDER BANK ADDRESS:
SENDER REFERENCE #: 2025061300012648

RECEIVING PARTY (BENEFICIARY CUSTOMER)

EXHIBIT 9

RECEIVER NAME:	AXISS AUDIO USA
RECEIVER ADDRESS:	5261 GRANNY WHITE TRCE
	NASHVILLE, TN 37220
ACCOUNT ID:	[redacted]
RECEIVING BANK:	

ORIGINATOR TO BENEFICIARY INFORMATION:
INVOICE NO. 1211-SUNC

BANK TO BANK INFORMATION:

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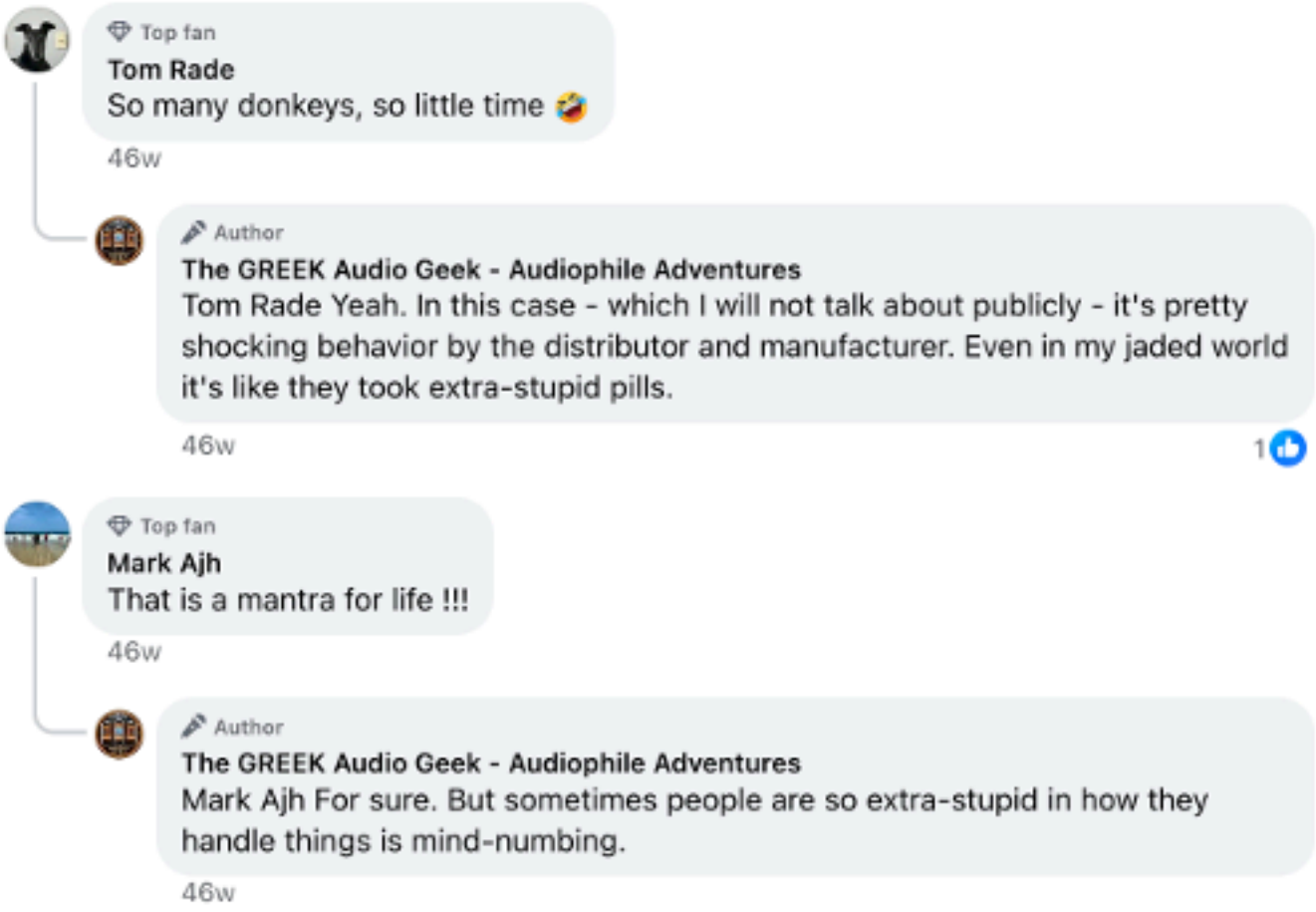
The GREEK Audio Geek - Audiophile Adventures
July 31, 2025 ·

#hifiaudio #hifisound #hifi #audiosystem #audioprofesional #audiophile #HighEndAudio #greekaudiogeek



EXHIBIT 10

Replies to 7/31/25 Posting:



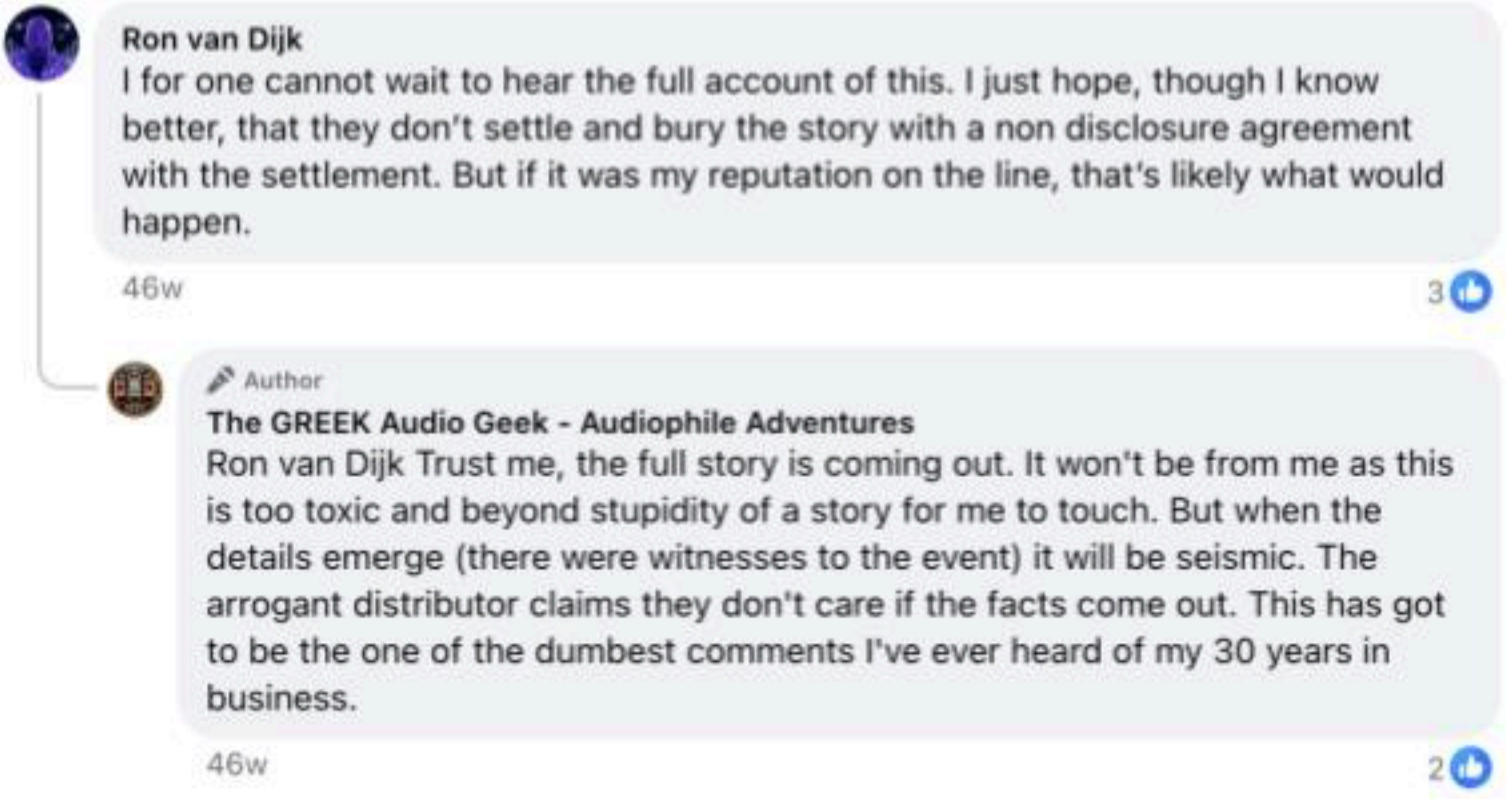
The GREEK Audio Geek - Audiophile Adventures
August 1, 2025 ·

#hifiaudio #homeaudio #hifisound #hifi #highendaudio #audiosystem #audioprofesional #audioengineer #recordingstudio #speakers #amplifier



EXHIBIT 11

Reply 1 to 8/1/25 FB Posting:



Ron van Dijk
I for one cannot wait to hear the full account of this. I just hope, though I know better, that they don't settle and bury the story with a non disclosure agreement with the settlement. But if it was my reputation on the line, that's likely what would happen.

46w 3

Author
The GREEK Audio Geek - Audiophile Adventures
Ron van Dijk Trust me, the full story is coming out. It won't be from me as this is too toxic and beyond stupidity of a story for me to touch. But when the details emerge (there were witnesses to the event) it will be seismic. The arrogant distributor claims they don't care if the facts come out. This has got to be the one of the dumbest comments I've ever heard of my 30 years in business.

46w 2

Reply 2 to 8/1/25 FB Posting:



David Levkovitz

I've owned quite a bit of audio gear over the decades, at various price points.
I can not remember this ever happening to me.

A couple of personal stories:

I bought a used Audible Illusion Modulus 3 preamp. A couple of weeks after I bought it, the power supply died.
I sent to them for repair. Not only did they not charge me a dime, they upgraded it to a 3a just for price of parts.

I had a Threshold 400a with a channel out. The dealer I bought it from went out of business. They paid for shipping and had it back to me in a few weeks.

45w



Author

The GREEK Audio Geek - Audiophile Adventures

David Levkovitz Thanks for sharing David. Remember - being a bad or good distributor is a conscious and calculated choice each makes on their own. In this instance they chose the path this took. The could have easily made this very easy and they chose not to.

45w

1



Top fan

Martin Taylor

We don't know the full circumstances. Was the amp misused, fed into a short circuit, set for the wrong power voltage etc. In other words, was the customer liable or was it really a manufacturing defect? If the latter, then the company should replace it. In the UK, the supplier (dealer or distributor) must honour the warranty under the Trade Description Act.

46w 2



Author

The GREEK Audio Geek - Audiophile Adventures

Martin Taylor I know the full circumstances. There were multiple witnesses and possible physical injuries as well. Trust me, the company should be very, very worried (not from me - but from those involved) and they are too arrogant to realize this. I wouldn't have posted this if I didn't know all the details.

46w 1



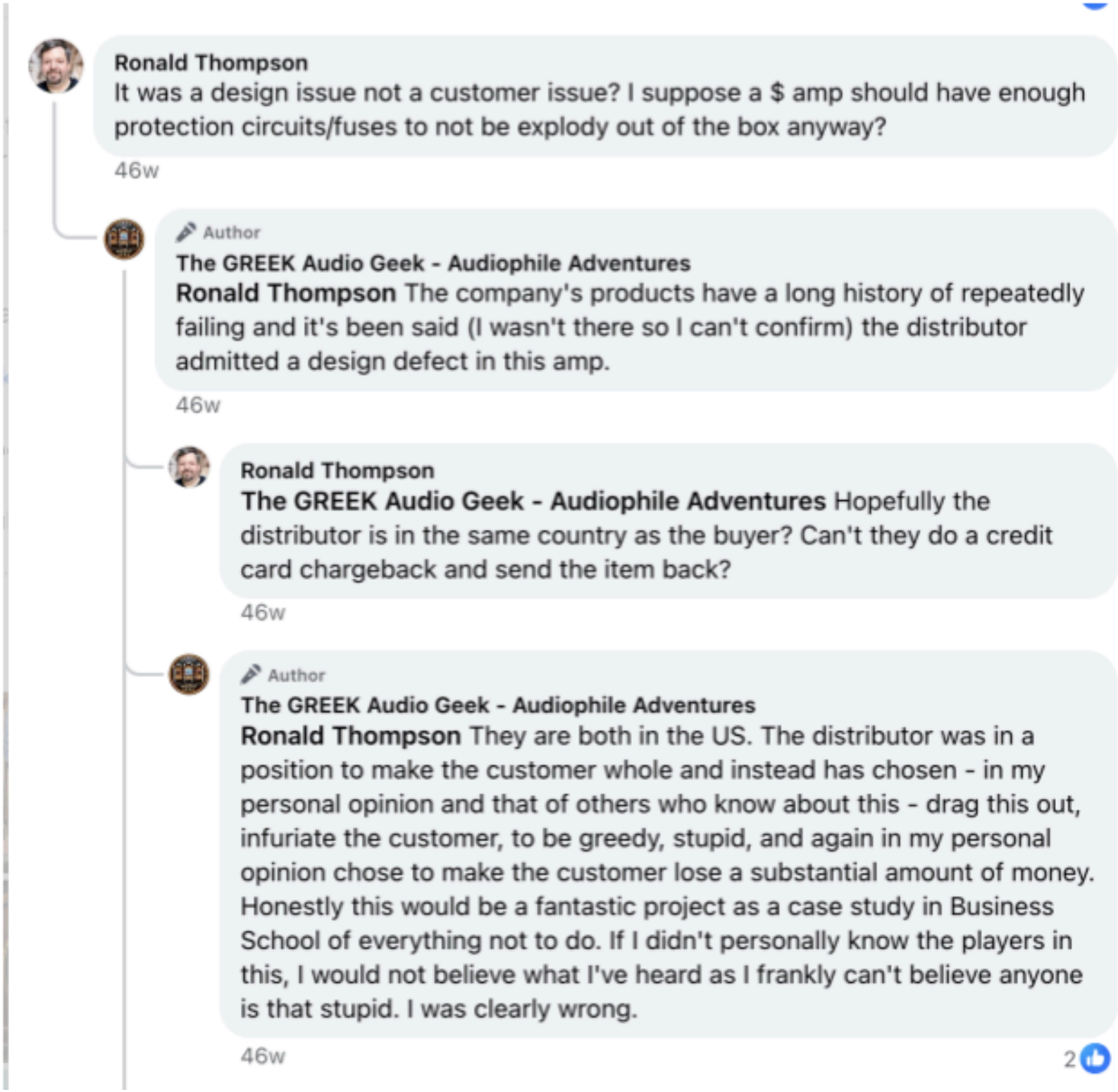
Author

The GREEK Audio Geek - Audiophile Adventures

Ron Irvin There are likely lawyers going to be involved and lawsuits. That's why I won't identify. Trust me others are going to be doing an expose on this. The company claims they don't care. We'll see if that arrogance holds true.

46w

Reply 3 to 8/1/25 FB Posting:



Ronald Thompson
It was a design issue not a customer issue? I suppose a $ amp should have enough protection circuits/fuses to not be explody out of the box anyway?

46w

Author
The GREEK Audio Geek - Audiophile Adventures
Ronald Thompson The company's products have a long history of repeatedly failing and it's been said (I wasn't there so I can't confirm) the distributor admitted a design defect in this amp.

46w

Ronald Thompson
The GREEK Audio Geek - Audiophile Adventures Hopefully the distributor is in the same country as the buyer? Can't they do a credit card chargeback and send the item back?

46w

Author
The GREEK Audio Geek - Audiophile Adventures
Ronald Thompson They are both in the US. The distributor was in a position to make the customer whole and instead has chosen - in my personal opinion and that of others who know about this - drag this out, infuriate the customer, to be greedy, stupid, and again in my personal opinion chose to make the customer lose a substantial amount of money. Honestly this would be a fantastic project as a case study in Business School of everything not to do. If I didn't personally know the players in this, I would not believe what I've heard as I frankly can't believe anyone is that stupid. I was clearly wrong.

46w 2

Reply 3 to 8/1/25 FB Posting (Continued):

this, I would not believe what I've heard as I frankly can't believe anyone is that stupid. I was clearly wrong.

46w 2

Ronald Thompson
The GREEK Audio Geek - Audiophile Adventures As a small business owner, I have a lot of sympathy for businesses that are struggling to pay the bills and have customers who want everything all of the time. I assume by saying that they had the opportunity to make it right, that they could have taken it back and then sent it back to the manufacturer to be repaired? I really don't understand the retail business well enough to understand the costs of that. I can't imagine having to ship my 170 lb Levinson 333 around. I drove to Pasadena from Sacramento to pick it up/ purchase it used even though it had the original box because I'm sure it would have cost more to ship it.

45w

Author
The GREEK Audio Geek - Audiophile Adventures
Ronald Thompson Hi Ronald - I agree with your sentiment. In this issue we are talking about a six-figure amp and pre-amp purchase. The only issue preventing the distributor from doing right by the victim in this instance is seemingly a combination of ego and stupidity. The details of this are simply staggering, it was witnessed by another individual when it happened, and there may be injuries as well. PLUS the victim is being SUPER reasonable and letting them off so easily, and they are being dumb dumb dumb in how they are handling this. They could have taken care of the customer and made this all go away. Instead they poked a bear and it's a big bear with big teeth. I never wish ill-will on a company, but sometimes companies are so stupid it makes you wonder.

45w 2

Ronald Thompson
The GREEK Audio Geek - Audiophile Adventures yuck. And yeah.. I can imagine that someone spending that kind of money on audio equipment might know a good lawyer or two.

45w

Top fan

Martin Taylor

We don't know the full circumstances. Was the amp misused, fed into a short circuit, set for the wrong power voltage etc. In other words, was the customer liable or was it really a manufacturing defect? If the latter, then the company should replace it. In the UK, the supplier (dealer or distributor) must honour the warranty under the Trade Description Act.

46w 2

Author

The GREEK Audio Geek - Audiophile Adventures

Martin Taylor I know the full circumstances. There were multiple witnesses and possible physical injuries as well. Trust me, the company should be very, very worried (not from me - but from those involved) and they are too arrogant to realize this. I wouldn't have posted this if I didn't know all the details.

46w 1

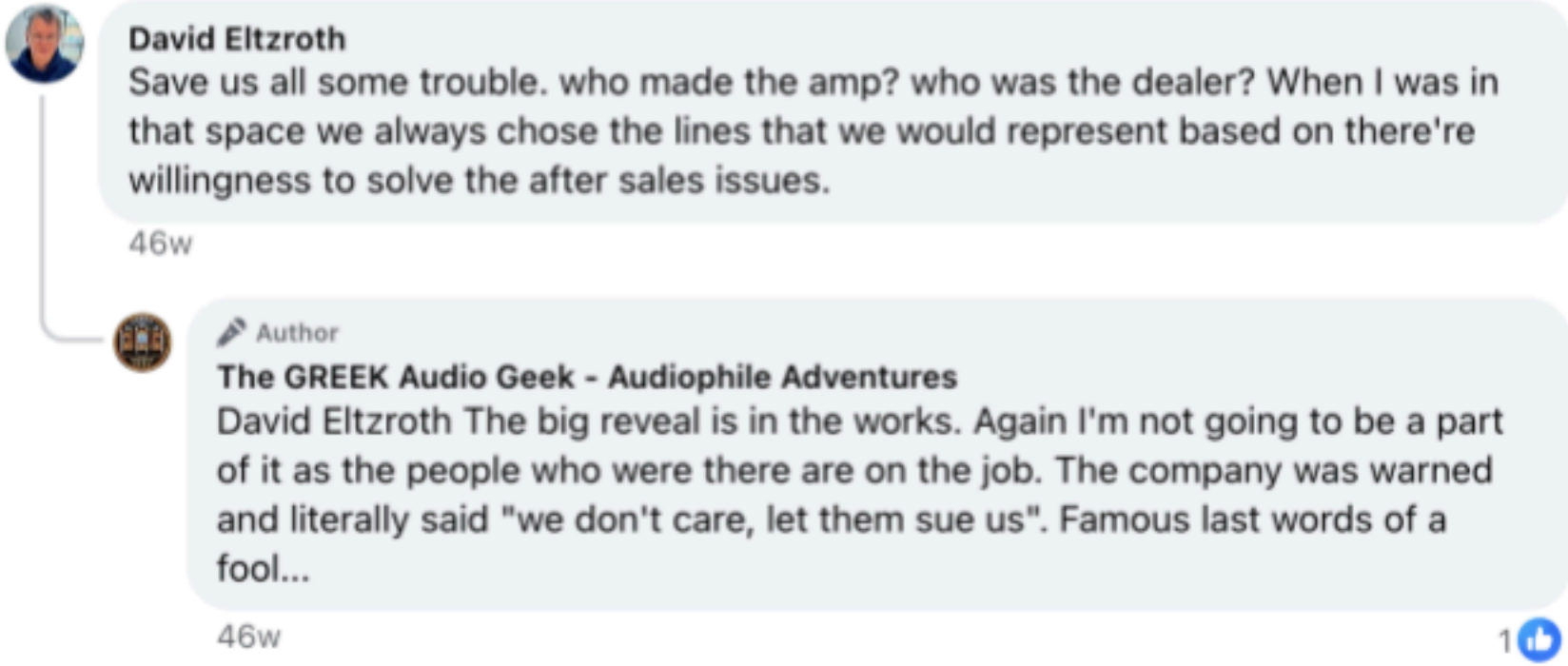
Author

The GREEK Audio Geek - Audiophile Adventures

Ron Irvin There are likely lawyers going to be involved and lawsuits. That's why I won't identify. Trust me others are going to be doing an expose on this. The company claims they don't care. We'll see if that arrogance holds true.

46w

Reply 5 to 8/1/25 FB Posting:



David Eltzroth
Save us all some trouble. who made the amp? who was the dealer? When I was in that space we always chose the lines that we would represent based on there're willingness to solve the after sales issues.

46w

Author

The GREEK Audio Geek - Audiophile Adventures
David Eltzroth The big reveal is in the works. Again I'm not going to be a part of it as the people who were there are on the job. The company was warned and literally said "we don't care, let them sue us". Famous last words of a fool...

46w 1

Reply 6 to 8/1/25 FB Posting:



DL Silva
I've been doing this since 1971. Not once.
46w

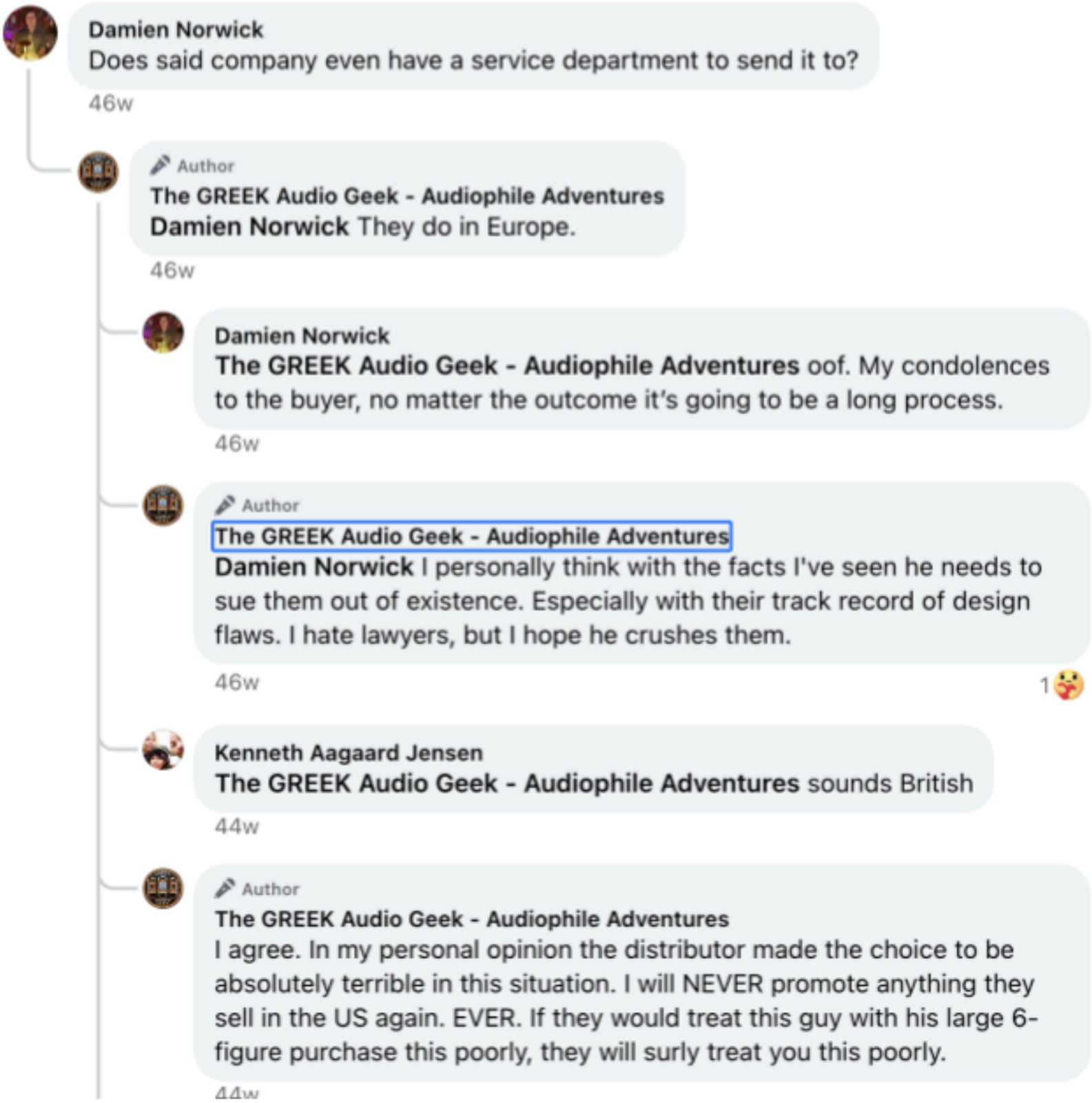
Author
The GREEK Audio Geek - Audiophile Adventures
DL Silva Not once what?
46w

DL Silva
Not once have I had an audio distributor or company try to stick to me. Caveat emptor... hehehe...
46w

Author
The GREEK Audio Geek - Audiophile Adventures
DL Silva It's pretty rife now a days unfortunately. When this goes public, and the facts come out, it's going to be EPIC.
46w 1

DL Silva
Meh, I've got reliable connections, (pun int) which is also part of the passion. I just had a DAC fail after about a week, sending it back was no problem, refunded easy peasy.
46w

Reply 7 to 8/1/25 FB Posting:



Reply 7 to 8/1/25 FB Posting (Continued):



Author

The GREEK Audio Geek - Audiophile Adventures

I agree. In my personal opinion the distributor made the choice to be absolutely terrible in this situation. I will NEVER promote anything they sell in the US again. EVER. If they would treat this guy with his large 6-figure purchase this poorly, they will surly treat you this poorly.

44w



Author

The GREEK Audio Geek - Audiophile Adventures

Kenneth Aagaard Jensen Hi Ken - no Brits in this instance.

44w



Kenneth Aagaard Jensen

The GREEK Audio Geek - Audiophile Adventures ahhh. I think I know what it is. I'll keep my mouth shut 😬

44w

1



Author

The GREEK Audio Geek - Audiophile Adventures

Kenneth Aagaard Jensen Thanks. We are going to let others in this instance go public with the details.

44w

A & M LIMITED
エイ・アンド・エム株式会社
1-20 Demaru-cho, Takatsuki, Osaka 569-0076, Japan
TEL/Fax +81-72-668-1760

February 1, 2026

Press Release

A&M Limited, an AirTight company will be celebrating 40th year Anniversary, and in this memorial year, we have decided to make a big decision.

As of February 1, 2026, we are changing our distributor for the United States of America from Axiss Audio to American Sound. American Sound will be exclusively distributing AirTight branded products to the United States of America and Canada.

Since the company's inception, the US has been a very important market for us, and Axiss Audio has played a vital role in this. Arturo Manzano and his successor, Cliff Duffey, have worked hard to promote the AirTight brand in the US market, and have had AirTight products featured in magazines such as Absolute Sound and Stereophile, helping to increase global brand awareness. Cliff, TJ, and his team at Axiss Audio have accelerated marketing and sales in the US, and in a short period after taking over the business from Arturo and have solidified AirTight's position in the US market. AirTight is extremely grateful for their efforts. We would like to thank to Axiss Audio for all their friendship and accomplishments provided and wish Axiss Audio a great success.

American Sound, headquarter in Toronto, Canada has been a one of major distributor of famous audio brand such as WADAX and Avantgrade Acoustic in USA and Canada, has been representing AirTight for Canadian Market since 2018, and they have made a great progress in promoting our products in the region.

Together with American Sound, we are now integrating marketing and sales of a whole North American Market by single distributor, to better serve the world biggest audio market.

We wish to welcome Angie, founder and CEO of American Sound and her team on board. With American Sound team, AirTight is committed to provide quality products to customers in North American market.

Yours faithfully,

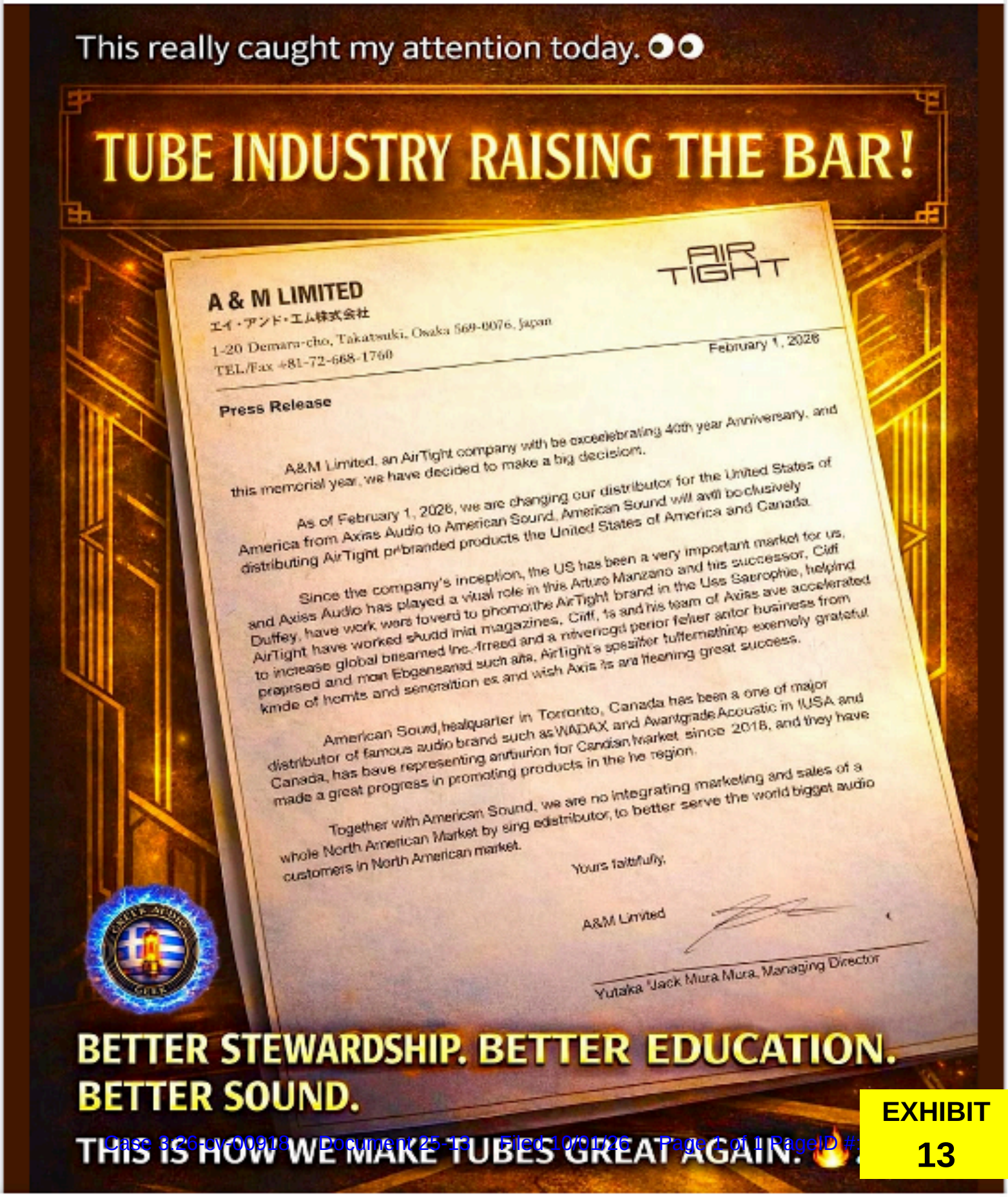
A&M Limited

Yutaka “Jack” Miura, Managing Director

EXHIBIT 12

The GREEK Audio Geek - Audiophile Adventures
February 9 ·

This really caught my attention today. 👀... See more



Case 3:26-cv-00918 Document 25-13 Filed 10/01/26 Page 1 of 1 PageID #:

EXHIBIT 13

The GREEK Audio Geek - Audiophile Adventures
February 9 ·

This really caught my attention today. 👀

Seeing a respected tube manufacturer publicly raise the bar for how their products are represented and supported tells me something important is shifting in our industry.

For years, too many great tube brands have been held back by poor distribution, weak education, and a race to the bottom mentality.

I'm genuinely excited to see tube companies start expecting more from their distributors—more care, more knowledge, more respect for the craft and the listener.

That's how you protect legacy brands, honor the engineers who created these designs, and keep tube audio moving forward in the right direction.

Better stewardship. Better education. Better sound.

This is how we make tubes great again. 🔥🎶

Well done, Airtight.

--

#hifiaudio #hifi #audiosystem #Audiophile #amplifier #tubeamp #stereo #vintageaudio #HomeAudio #highendaudio #vinylrecords #speakers See less

EXHIBIT 14

THE FORUM FOR THE BEST OF EVERYTHING

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WBF INFORMATION CHANNEL NEWSLETTER EXPERT FORUM MEMBERS GALLERY

Update from Soulution and AXISS Audio on 717 Power Amplifiers

Reply

AXISS Audio USA · Feb 17, 2026 · None

Unwatch ...

AXISS AUDIO

AXISS Audio USA
Distributor

Feb 17, 2026 #1

Hello Soulution community and fellow audiophiles,

Since the launch of 717, there have been a number of questions that have come up which we feel deserve some clarity. We want to be as open and transparent as we can in order to support our customers and the audiophile community with these questions. Please know that no one individual has the authority to speak on behalf of Soulution and its network of dealers and distributors. Both AXISS Audio and Soulution have worked together on the details of this message to try to address as

Members online

AXISS Audio USA, Dvuc, Massimo66, carolus, dgale, andromedaaudio, r3f3r3e, Jackey Huang, micro13, HeavyD, Another Johnson, MattK, Mike Lavigne, unboxed, DaveC, admin1959, shaylin, max1, Stbo, The Prof, SantaClaus, oldvinyl, RCanelas, sonrock, mendozaline, f.demello, ticktock, octaviars, Slingblade, Sascha, showa, Gatonn, mikem, MusicFellow, VPN, John T, ci1952, U47, fbhifi, sbnx, Brianbonf, MarkusBarkus, Vorsanteri, iaxel
... and 5 more.

Total: 632 (members: 55, guests: 577)

EXHIBIT 15

many questions as we can which have come up in our North American Soulution community and other regions as well.

1) Launch Delay – When Soulution first showed the 717 prototype at Munich High End 2024, there was a great deal of excitement. The 717 uses a completely new clean sheet design that is not an evolution of the prior 700/710 and 701/711. Soulution invested more than 7 years into the design and development of 717 and raised its performance to a much higher level than their prior amplifiers.

One of the biggest changes with 717 is that its linear frequency response was increased to a point where the -3dB roll-off point is higher than 2 MHz. Very few amplifiers (including Soulution's prior 7 Series) have ever allowed for linear output over 1 MHz, so this is a significant development. Handling noise between 1 MHz and 2 MHz has not mattered much to previous amplifiers but is essential to control on 717. Before releasing 717, Soulution wanted to make sure that the final production boards were tested in a wide range of real-world situations which have never been relevant before. Testing to make sure that the final production boards could properly handle these new noise scenarios took longer than expected.

Also, the new architecture of 717 is more complex and uses more components than the prior 7 Series amplifiers. To ensure reliability, the 717's firmware and logic have to

precisely control the timing and sequence of each relay in every imaginable real-world scenario. Also, the optimization and final settings of the new noise protection circuits required some final adjustments to logic and firmware. All combined, the final system level testing of the 717's logic and firmware took longer than planned, which added to a delay in the production launch date.

In hindsight AXISS Audio and Soulution can see that it would have been better to have waited longer before taking initial orders and deposits. We have learned the importance of this from feedback of our early 717 customers and this will be factored into our future product announcements and launches.

2) First Batch of 717 Amplifier Boards – We have seen many discussions and questions around issues that may or may not have happened with the early 717 amplifiers and we want to address those here. Within the first few weeks of production deliveries, there were a number of technical support questions that came up in the field. Both AXISS Audio and Soulution immediately investigated all of these and identified two issues which did not occur in the development testing. Also, please know that as soon as these were found, they were quickly resolved and impacted only a portion of the first 25 units of 717 that were shipped globally.

On the first issue, a few of the early amplifier boards had a 'via' (small copper ring which connects traces

on multiple layers of PCB) that extended a fraction of mm below the bottom of the PCB. The amplifier boards are mounted tightly to a heavy aluminum support structure in order to reduce their vibration to a bare minimum. This means that there is a very small gap between the 'vias' on the amplifier board the aluminum support to which they are mounted. As the aluminum support expanded slightly under heat cycles, it became possible for one of these 'vias' to make contact with the aluminum support. This would make an immediate short circuit and trip a power supply protection circuit.

Fortunately, this problem was very easy to resolve by two actions. First, the PCB manufacturer is applying a layer of isolation on the bottom side of the 'vias' as a protection. Additionally, Soulution began adding a thin layer of dielectric tape between the aluminum support and the amplifier boards so that it is not possible for the 'vias' to make contact. Since Soulution made these changes, there has not been any recurrence of this issue.

There is also a second issue that was found on some of the first batch amplifier boards used in the first 25 amplifiers. There is a specific model of capacitor that Soulution chose to use which has a maximum specified soldering temperature which is low relative to most components. In the soldering process, if that solder temperature is exceeded, it is possible to slightly degrade the performance of this capacitor. This degradation was very small and did

not show up in the QA test and burn in processes. However, as an affected capacitor went through multiple heat and power-on cycles, its performance could further degrade and lead to a drop in voltage.

As an important protection, the 717 will immediately shut down and show POWER SUPPLY ERROR if it sees any internal power supply voltage drop by even a fraction of a volt. Since this capacitor is part of a voltage regulation circuit, it could cause the internal power supply voltage to drop slightly and trigger the voltage supply protection if this capacitor had been damaged in soldering. When this happens, there is no damage or affect to the power supply or any circuits on the amplifier board. However, the amplifier cannot operate with a supply voltage that is below its expected level, so an affected amplifier would only boot up into a POWER SUPPLY ERROR state.

As soon as Soulution found this degraded capacitor, they worked with the PCB manufacturer to find why these capacitors were degrading. This solder temperature issue is extremely rare and something that they had not encountered before. So, rather than trying to change their soldering processes, Soulution decided it would be better to change the model of capacitor to one with a higher solder temperature range. Please note that this capacitor model was only used in a voltage regulation circuit and is not part of the audio

signal path. So, changing this capacitor model has no affect on sonic performance and its degradation could not have affected any amplifier's signal output.

The two circuit board defects described above affected some but not all of the first 25 amplifiers shipped. Regardless of whether there was an actual failure or not, all of these first 25 amplifiers (7 of these units were in North America) have either been replaced completely, had their amplifier boards replaced, or the owner is planning to send their unit in for replacement in the near future. Also, there are now over 100 units of 717 deployed worldwide with customers and none have exhibited any of these issues since the changes were made.

3) High Frequency Errors – We have also seen a number of questions and discussions around the 717 issuing a message of HIGH FREQUENCY PROTECT of HIGH FREQENCY ERROR. As mentioned above, the 717 has extended its linear bandwidth out to over 2 MHz. This now means that small amounts of noise from AM radio stations or source components could be amplified and cause potential damage to speakers or amplifier. To protect against possible issues with high frequency noise, Soulution has implemented a monitoring circuit to look for input or output noise above 300 KHz. If a user experiences one of the HIGH FREQENCY messages on their 717, this simply means that the monitoring circuit is seeing an

elevated level of noise above 300 KHz on the input or output audio signal.

The 717 has two levels of detection and protection against high frequency noise. The first is a 'soft protect' where a short-term low level of noise is detected and then goes away. In this case the 717 will display HIGH FREQUENCY PROTECT, temporarily mute its output, and then begin playing again after 5 seconds once the noise has cleared. However, if the noise is at a higher level or extends beyond the 5 second mute period, the amplifier will then show HIGH FREQUENCY ERROR and power off so that the customer can take time to find the source of the noise. This does not mean that something is wrong with the 717 or any device in the customer's system. It only means there is something generating noise above 300KHz that could be harmful if amplified by 26dB in the 717.

Protecting the amplifier and speakers from potential damage of high frequency noise is of paramount importance. In the vast majority of cases where a North America customer has experienced a HF error, AXISS Audio and our Dealers have been able to work with the clients to identify a source of noise and help resolve the noise issue. These HF noise issues are almost always solvable and reducing the noise also improves the 717's performance. If any 717 customer experiences one of the HIGH FREQUENCY messages and is not able to resolve the noise issue,

please reach out to your Authorized Soulution Dealer or Distributor for help.

QuadDiffuser, pk_LA, Steve Williams and 1 other person

Reply

Report Edit Delete

AXISS AUDIO

AXISS Audio USA
Distributor

Feb 17, 2026 #2

4) Grounding and DC Errors – The 717 also monitors for any kind of DC voltage on its inputs and will quickly trigger a DC ERROR protection when it sees a DC offset. If there is any DC voltage difference between the 717 ground and the input cable's ground, this will cause of a DC offset and trigger this DC Error. In very simple terms, if the 717, preamp, and all source components are on the exact same ground voltage, then there should not ever be a DC offset or DC error detected.

However, there are a number of real-world situations which can cause there to be a small difference in ground from one component to another. In almost all cases, these can be resolved by working through steps to identify and solve the DC ground voltage difference. If any Soulution customer is having DC Errors and is not able to resolve them, please reach out to your Authorized Soulution Dealer or Distributor.

5) Other Issues – We hope that the details above will address most but not all of the questions that we have

seen come up in discussion. We do know of a few other isolated issues specific to individual customer situations and can only comment on those if the customer approves.

In one specific case, we had an Authorized Soulution Dealer performing a customer installation. This Dealer made a very simple mistake of accidentally removing and re-connecting an XLR cable without first powering down the 717. The amp was muted so there was no speaker output, but the 'hot plug' change led to an input voltage spike high enough to damage an input stage component. This required a quick and simple warranty repair but we want to always advise to please power down Soulution products before making any cable changes.

We do also want to extend a strong thank you to 'pk_LA' for posting his honest experience on the What's Best Forum. We hate that he had a disappointing experience with our products and appreciate his help as we worked together to identify what happened. Following on what he posted, this is an unfortunate isolated case where we were not able to identify an exact root cause. In over 100 deployed 717's, Soulution has not seen another similar case of tweeter damage. Also, once AXISS Audio received it, we played his exact 717 unit and 727 preamp on our own Rockport Lyra's for a number of days and were not able to recreate the issue.

Please know that AXISS Audio and Soulution are far more motivated to

find a root cause we can fix than to not find a cause. We truly wish there was a simple answer that we could share. We discussed a few possible scenarios with pk_LA which could possibly happen in a combination of source components, preamp, cables, speakers, and his specific 717 unit. However, after his speakers were damaged there was not any reasonable way to test in his system, nor could we expect him to spend more time helping us troubleshoot in his setup. He asked to move forward with a change in his amplifiers, and we wanted to support that request rather than dragging out testing in his system to isolate the root cause. Although we could not identify a specific root cause for his tweeter issue, we can only share that his circumstances seem to be unique and there has not been any other report of tweeter damage from a 717 customer. Thanks again to pk_LA for sharing your experience and allowing us to share some more details with our community.

Please note, it is not appropriate for AXISS Audio or Soulution to post or publicly comment on any individual customer's experience unless they have approved for us to do so. In other words, we are not going to enter into forum discussions or publicly respond to any individual user comments. However, both AXISS Audio and Soulution want to improve transparency and share more publicly when it is appropriate. Although, we cannot respond to individual postings, if anyone has questions or comments, we welcome your feedback and

thoughts.

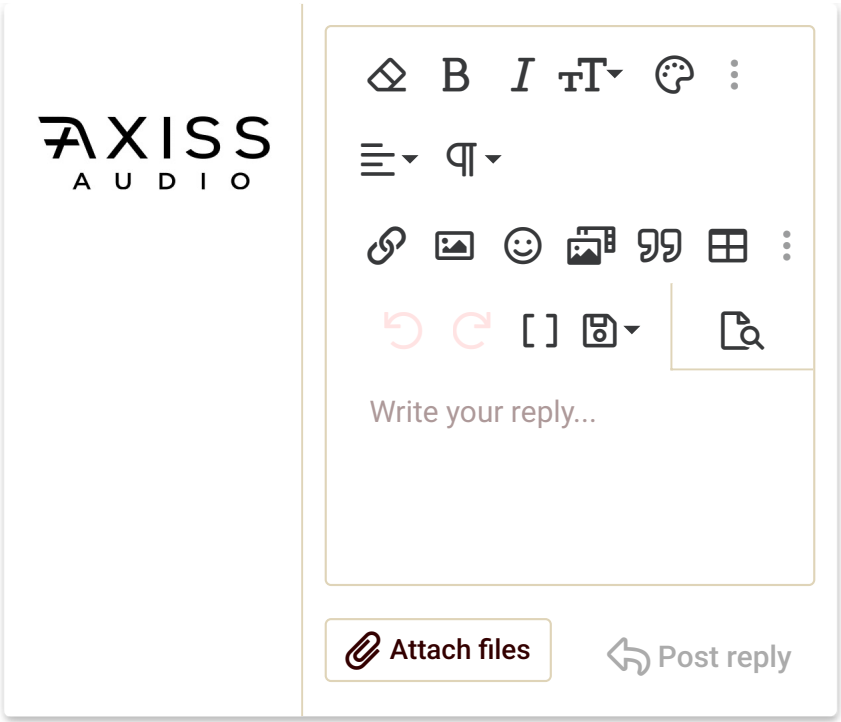
If you are a North American Soulution customer and ever have any questions or concerns about your Soulution products, please feel free to reach out to AXISS Audio (support@axissaudio.com) or your Authorized Dealer at any time. Outside of North America, please reach out to info@soulution-audio.com or your local distributor for assistance. Although we have to protect individual customer identities, we are happy to speak to any technical details which could be related to your products or address any rumors you might hear. Also, if we see a pattern of questions or concerns coming up more than once, we may from time to time post additional clarifying statements like this. Thank you to all of our Soulution customers, and to everyone else for taking time to read this long update.

Sincerely,

Soulution and AXISS Audio North America

FRANBARB, QuadDiffuser, pk_LA and 9 others

Report Edit Reply



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Forums > Manufacturers, Distributors and Dealers Forum > **Soulution Audio**

About us

What's Best Forum is THE forum for high end audio, product reviews, advice and sharing experiences on the best of everything else. This is THE place where audiophiles and audio companies discuss vintage, contemporary and new audio products, music servers, music streamers, computer audio, digital-to-analog converters, turntables, phono stages, cartridges, reel-to-reel tape machines, speakers, headphones and tube and solid-state amplification. Founded in 2010 What's Best Forum invites intelligent and courteous people of all

interests and backgrounds to describe and discuss the best of everything. From beginners to life-long hobbyists

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to industry professionals, we enjoy learning about new things and meeting new people, and participating in spirited debates.

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Steve Williams
Site Founder | Site Owner | Administrator



Ron Resnick
Site Owner | Administrator



Jules (The Fixer)
Website Build | Marketing Managersing

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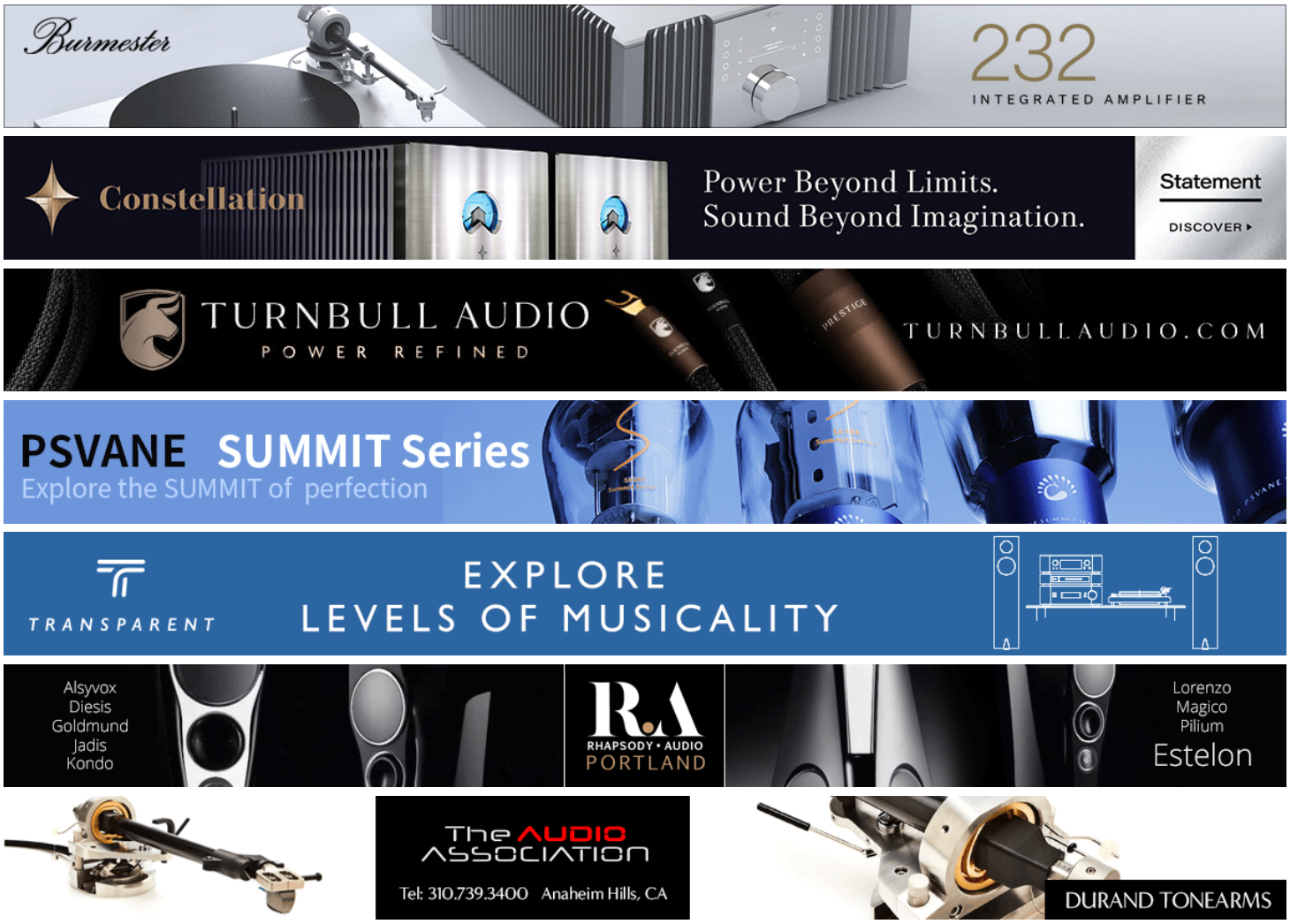












Soulution 717 Amplifier: My actual experience

pk_LA · Feb 15, 2026 · None

Reply

Forums › Our Favorite Technology & Audio Forums › Power Amplifiers and Preamplifiers Forum

Watch

P

pk_LA

VIP/Donor

Feb 15, 2026 #1

I have read and watched several stories about the new-ish Soulution 717s that reference my experience. Most of it is inaccurate. It's unfortunate and unfair. As such, I feel it makes sense to just outline

what actually did happen.

Members online

AXISS Audio USA, dgale, carolus, andromedaaudio, r3f3r3e, Jackey Huang, micro13, HeavyD, Massimo66, Another Johnson, MattK, Mike Lavigne, unboxed, Dvuc, DaveC, admin1959, shaylin, max1, Stbo, The Prof, SantaClaus, oldvinyl, RCanelas, sonrock, mendozaline, f.demello, ticktock, octaviars, Slingblade, Sascha,

showa, Gatonn, mikem, MusicFellow, VPN,

Before starting, some disclosures are in order! I do not have an industry affiliation. There is no quid-pro-quo or other weirdness around me sharing the experience. Finally, I am not getting an accommodation or like discount. I buy gear as a regular consumer. I don't pay retail! But the discounts I get are per transaction and in the same range as any Joe coming in off the street. With that, here's my experience.

Shortly after the Soulution 717s were announced, I ordered a pair along with the Soulution 727. I was told that they would arrive around the end of the year. I did get the 727 quite quickly but the 717s did not arrive as indicated. Instead they got delayed several times. I was frustrated. Very frustrated. Along the way, my dealer and the distributor were very supportive. They even setup a Zoom call with Cyril so I could hear for myself where things stood.

Fast forward to July, 2024 and I received a pair of 717s. They were, to my understanding, the very first pair sent out - they were serial numbers 003 and 004! Upon getting the amps I dutifully connected them and powered them on.

With the amplifiers in place and working I was quite happy. In fact, they were, without question, the best amplifiers these ears had ever heard. (more on that later) I listened for several hours at reasonable SPL. While happily listening I noticed that the high frequency dropped out. I

John T, ci1952, U47, fbhifi, sbnx, Brianbonf, MarkusBarkus, Vorsanteri, iaxel, CKKeung, Kvali1, Whbgarrett
... and 6 more.

Total: 637 (members: 56, guests: 581)

popped my head up from my laptop and investigated. The tweeters on my speakers had blown. Additionally, there was a 'High Frequency Error' on the amps. I was frustrated, to say the least. I contacted my dealer. He assured me that we would get it all sorted.

At this point, 'sorted' for me was simple - I wanted the Soulution gear out. I had waited months and then this?! Nope, not for me. The following week I got on a call with the dealer, Axiss and Cyril to discuss. Everyone wanted to understand the situation. They were all just trying to understand and figure out the next best steps. We decided that the dealer and reps from Axiss would come to my home in-person to pick the amps up.

About a week later, my dealer and two principles from Axiss visited. They picked up the gear and looked at my system. They endeavored to be accommodating. Axiss offered to send me amps so I would be back up and running with minimal disruption. I refused - I just wanted a refund. I was pretty upset.

In the days afterwards, Axiss analyzed the amps and even setup a near replica of my system back at their HQ. They were very transparent. As for the situation where the tweeters blew, they were not able to find anything. And I believe them.

In the coming days I settled a return with my dealer and Axiss. Frustrated as I was, I came to very much respect the people at Axiss. For what

it's worth, I give them my highest recommendation! I would deal with them again without hesitation.

As for what it was that caused my tweeters to blow, I do not know. Further, I do not believe that Axiss knows either.

Finally, a note on the sonics. The 727 + 717s in mono were incredible. Admittedly I have only a few hours experience. But, that combo was incredible. I was talking to a very highly respected manufacturer about them. He cut me off and replied, "...I think they're the best amplifiers in the industry! And not by a small margin..." The bass definition AND drive was better than I have EVER heard. Note, I have had Boulder 3060s, Burmester 159s, etc in my system - they were that good. The midrange was perfect to my ears - a balance of air, macro- and micro-clarity, density and warmth - they are slightly warm of neutral. So, why don't I have them if I think so highly of them? For me, the hobby is about a few things and not ONLY sonics. I did not want to be reminded of the drama every time I looked at them plus I did not know how long it would take to definitely iron out the kinks. So, I looked far and wide. I auditioned a lot amps regardless of cost as I outlined in another thread. In the end I bought Goldmund Telos 4800s and I am very happy with them. They did, however, cost a tick more than the Soulutions. I mention that only to say that it took a bit to match those 717s!

Azguang, guitardave, jdza and 11 others

Others

Report Like Reply



abeidrov
VIP Donor

Feb 16, 2026 #2

Thank you for the informative report. What bothers me is the fact that Soulution has not been able to determine the root cause of the blown tweeters issue. I would like to try Soulution amps in my system, but now I am worried. In my case, due to the complicated logistics, if something happens to the speakers, most likely I'll have to ship them to Germany for repairs. That will probably take 6 to 9 months and would be very costly.
Do you know if it was just one off case specific to the 717 amp or have there been similar cases with other Soulution amplifiers?

Analog: Techdas AF3P, 4Point, Air Tight Opus-1, CH Precision P1
Digital: Aurender N30SA, Lampizator GG2
CH Precision L1, Gryphon Mephisto Stereo
Zellaton Stage Klassik

pk_LA

Report Like Reply

R

rob
Well-Known Member

Feb 16, 2026 #3

Sorry to hear how things played out, especially considering you loved the sound.

I have heard similar from within the industry. Your experience is certainly not unique.

Hopefully the issues will be rectified and a solution found, moving forward for the brand.

pk_LA

Report Like Reply

P

pk_LA
VIP/Donor

Feb 16, 2026 #4

> abeidrov said:
>
> Thank you for the informative report.
> What bothers me is the fact that Soulution has not been able to determine the root cause of the blown tweeters issue. I would like to try Soulution amps in my system, but now I am worried. In

My understanding is that the first batch of 717s did, indeed, have something that required an adjustment - I want to be a little careful here so as not to make an incorrect statement. I say that because, to my knowledge, they never determined what caused my tweeter failure.

My recommendation is to call Axiss directly and talk to them - it seemed that they work pretty closely with Cyril/Soulution

Report Like Reply



marty
Well-Known Member

Feb 16, 2026 #5

My frustration with Soulution pre-dates yours by a significant amount. I had the misfortune of blowing up 3 Soulution 701 amps within 6 months. That terrible experience was detailed here (post#70):

> Alexx V arrive in N.J.

> Alexx V arrive in NJ
>
> How do u measure listening distance? To each ear? Center of head? Seat back? From were on speaker? How can the dealer do a finished install when speakers aren't broken?
>
> www.whatsbestforum.com

Sadly, I'm not surprised by your experience with the 717's. They were obviously released prematurely, but you'll never find any comments as to why from the manufacturer, or from the Soulution whisperer, Jon Valin, that acknowledges such a fatal flaw in any of their products. Perhaps most surprising is that despite my misfortune with the 701 amp monoblocs, I purchased their 727 preamp to replace my 725 and find its performance and reliability to be exceptional to date. However, a recent member experienced failure with his 727 recently and as far as I know has not received a satisfactory explanation for its failure. To me, that's a real concern. I understand that failure occurs in all gear. But when it occurs in gear that costs, 5 and 6 figures, and is experienced by more than one customer in more than 1 product, that should warrant genuine concern and a mea culpa from the manufacturer. (What we often get from the manufacturer however is "it's not our fault- it's something wrong with your system"!)

When episodes like this occur, I can't help but pull out the bumper stickers from my drawer that I made many years go that say "Shoulda bought

Bose"!

mtemur

Report Like Reply



pk_LA
VIP/Donor

Feb 16, 2026 #6

> marty said:
>
> My frustration with Soulution pre-dates yours by a significant amount. I had the misfortune of blowing up 3 Soulution 701 amps within 6 months. That terrible
>
> Click to expand...

I wish you could have heard them when they were here, Marty. The system was Horizon 360->Soul 727->Soul 717 x 2->Rockport Lyra. It was a wow. Really.

Oh! And let's just be honest with ourselves! All of this six figure stuff is utter madness. Every time guests see my system there is a well deserved look of judgment that comes.

I think you heard it here - maybe not. But I have a top-flight Marantz in-wall setup throughout the house powered by amps in the network racks. It sounds pretty good! Maybe not quite Bose, but pretty good. It often makes me question my involvement in this hobby. I look at the hobby a little like crime or drug addiction - what's one more [piece of kit] given how deep-in I am now?

Last edited: Feb 16, 2026

fbhifi and dbeau

Report Like Reply



Holli82
Well-Known Member

Feb 16, 2026 #7

> pk_LA said:
>
> Oh! And let's just be honest with ourselves! All of this six figure stuff is utter madness. Every time guests see my system there is a well deserved look of judgment that comes.

I try not to judge people who buy expensive cars, art, watches, jewelry, boats etc. I guess it all evens out.

Sorry to hear about your experience.

Speakers: Von Schweikert Ultra 9
Amplifier: VAC Statement 450S iq **Pre amp**: VAC Master Line Stage **Phono amp**: VAC Renaissance Special Edition
Digital: Aurender N30SA /Aurender ACS 10 **DAC**: Lampizator Aphrodite
Interconnects: Masterbuilt Ultra
Speaker Cables: Masterbuilt Ultra
Power Cords: Masterbuilt Ultra
Racks: Critical Mass/Audio Vault
Footers: CMS Center Stage II

Report Like Reply





SoupRKnowva
Well-Known Member

Feb 16, 2026 #8

Did they get the tweeters on your Lyras repaired as well?

Sorry to hear about this though, it really sucks when you pay so much, wait so long, and then something goes wrong, but as you said, it seems like the dealer really went above and beyond to take care of you

My Room: ultraRendu -> Mega Scaler -> opto-dx -> Dave -> Buckeye Amps Purifi 1ET9040BA monoblocks -> Evolution Acoustics MM2
last.fm - music preferences: metal of all sub-genres, but mostly deathcore, technical death metal and progressive metal these days. K-pop and western pop. Some rock.

mtemur

Report Like Reply



bonzo75
Member Sponsor

Feb 17, 2026 #9

> abeidrov said:
>
> Thank you for the informative report.
> What bothers me is the fact that Soulution has not been able to determine the root cause of the blown tweeters issue. I would like to try Soulution amps in my system, but now I am worried. In

My friend whose Soulution 720 I always liked had it sent for repair for almost two years. That time his dealer left the 725 as replacement. The 720 did come back and we always preferred that (think Shakti said the same), but if it hadn't been for the dealer he would have been left without one for two years

Audition recordings: Zero Distortion Link; **Reference Components**: Zero Distortion Link; **Own**: Lampi GG, Allaerts, DaVa field coil reference with tube PSU, One pair of Altec 802g drivers for the top half of the Altec 817 speaker, with two pairs of Altec 515B 15 inch woofers. Also TAD 4003, **One-day-to-build** Altec 817 dual woofer Front loaded horn (FLH) **Analog shortlist:** Schopper TD124,/ST ST Motus II, Brinkmann balance with arm suited for DaVa, plus mono : . **Phono Shortlist**: Allnic H7000 with RK 5u4g recti, Thrax, Misho (Audio Antiquary). All-out choice - Allnic H8000.

Report Like Reply



abeidrov
VIP Donor

Feb 17, 2026 #10

> bonzo75 said:
>
> My friend whose Soulution 720 I always liked had it sent for repair for almost two years. That time his dealer left the 725 as replacement. The 720 did come back and we always preferred that (think Shakti said the same), but if it hadn't been for the dealer

It's one thing when your amp breaks down. You can always find a temporary replacement or buy another one if you have to. It's another thing entirely when your amp damages your speakers for an unknown reason, and you have to repair them. BTW, with WA I was quite confident I could repair them within a reasonable time frame and at a reasonable cost. With Zellatons, I have no idea how to repair them and how much it would cost.

Last edited: Feb 17, 2026

Analog: Techdas AF3P, 4Point, Air Tight Opus-1, CH Precision P1
Digital: Aurender N30SA, Lampizator GG2
CH Precision L1, Gryphon Mephisto Stereo
Zellaton Stage Klassik

Report Like Reply

P

pk_LA
VIP/Donor

Feb 17, 2026 #11

> SoupRKnowva said:
>
> Did they get the tweeters on your Lyras repaired as well?
>
> Sorry to hear about this though, it really sucks when you pay so much, wait so long, and then something goes wrong, but as you said, it seems like the dealer

I worked with Rockport and my dealer (different one than the Soulution dealer) on repairing the tweeters. Rockport, by the way, are a fantastic group of people.

Last edited: Feb 17, 2026

rob and SoupRKnowva

Report Like Reply



thedudeabides
Well-Known Member

Feb 17, 2026 #12

Wow. Are you saying Soulution did not take responsibility for the speaker damage? And their dealer was unwilling to resolve the issue including cost to help repair the speaker?

Last edited: Feb 17, 2026

KEF LSX II LT's. IDAGIO

Report Like Reply

Feb 18, 2026 #13

And meanwhile Soulution was expanding their product line with a turntable? Who wants to be first on that train?

Ricky64
Well-Known Member

Grimm Mu1-->MMT-->Accuphase C3900-->Gryphon Essence-->Rockport Lynx Tara 0.8 Cabling Tara Cobalt Power cords
Yes, I had Bose 601 series 1 as a teen and loved them. The original Boom Box
Boulder, CO

Report Like Reply

Feb 18, 2026 #14

I think it's fair to be a bit skeptical. But, I also think that such skepticism applies to any new release in high-end audio. These products are made by very small companies with very small staff sizes. As such, the level of testing is inherently limited. For me, the real question is this: What is the support structure around the product from dealer to distributor to manufacturer? That, ultimately, is what matters very much, in my eyes.

fbhifi, Satori HiFi, Perfect sense Audio and 6 others

pk_LA
VIP/Donor

Report Like Reply



thedudeabides
Well-Known Member

Mar 12, 2026 #15

> pk_LA said:
>
> I think it's fair to be a bit skeptical. But, I also think that such skepticism applies to any new release in high-end audio.

Makes sense to me. That's why one pays top dollar for the price of entry and the first "on the block" to own the latest product. And, in some cases, to be a beta tester for a manufacturer that should not have released the product for purchase in the first place due to inadequate quality control testing. Reminds me of the constant top shelf Tandberg cassette deck transport failures. Sorry but very flawed logic in my view.

Last edited: Mar 12, 2026

KEF LSX II LT's. IDAGIO

Report Like Reply

mtemur
Well-Known Member

Mar 24, 2026 #16

Soulution has a fame for breaking down. In my opinion the new Soulition amps are as reliable and long lasting as a pensioner's erection. The metaphor is from Top Gear.

engadin and slowGEEZR

Report Like Reply

Mar 24, 2026 #17

PLF
Well-Known Member

> mtemur said:
>
> Soulution has a fame for breaking down. In my opinion the new Soulition amps are as reliable and long lasting as a pensioner's erection. The metaphor is from Top Gear.

Fortunately neither in my experience nor of my friends.

Wadax Studio -> Goldmund Mimesis Reference -> Soulution 717 -> Zellaton Reference Ultra. Cables, distribution & switch: Ansuz DTC3, DTC 2 and D2. Finite Elemente Pagode rack. ASI resonators.

Report Like Reply

Mar 25, 2026 #18

NZS
Well-Known Member

> mtemur said:
>
> Soulution amps are as reliable and long lasting as a pensioner's erection.

Maybe **NiAGRA** is the solution here?

audionerd, brianehrlich, engadin and 7 others

Report Like Reply

May 30, 2026 #19

There are very few Manufacturers more involved in end user satisfaction as is Cyrill Hammer and

Soulution … These components are

Colekat
Well-Known Member

mixed and matched with countless combinations of accessories and ancillary components … including the " Grid " … no matter how many or how good the power conditioners or surge protection devices we implement into our systems , the physics of what happens at " lightspeed " is not always revealed … no matter the forensics that go into finding the answer .

I'm not making excuses for anyone or anything here , but we all know what we are getting into !

And Patrick's testimony is not singular or prone to Soulution alone … but it is absolutely a stand-up testimony of character on Patricks part for even spending a moment to explain his situation , I believe most people would just trash the shit out of Soulution because it is more the normal reaction … especially when things don't go our way !

I know we all chime in of the absolutes of our great systems we all figured out along the expensive journey of " audiodom " … and protect our decisions like they are our children … but thankfully we dont move on from our children like we do when the next best audio thing arrives … although they can be pains in the ass too … BUT shit happens !

This is all trial and error … we all should beware the cost of dabbling in these waters … these are costly depreciative choices we make usually without even auditioning the components . We put pressure on the dealers , who put pressure on the

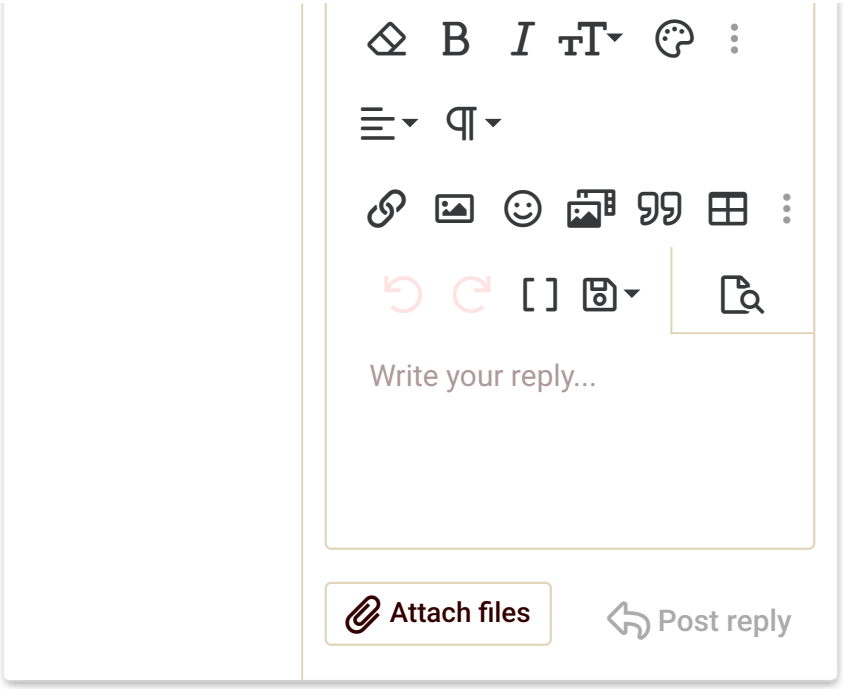
distributors , who put pressure on the manufacturers , who have exhausted their bank accounts getting this stuff into our listening rooms … sometimes too soon to know what happens in all situations possible … But isnt the effort that goes into making it right is as important as is the component itself !

And finally , to end this rant … Who's sensibilities haven't coursed with our judgement when making these bankwires … Patrick , I also have a modest system which I actually listen to much more than the $1M system that sits in my reference room .

… But the moments in that reference room can be incredibly pleasurable … and life is short !

Slingblade, metei, Arewethereyet and 4 others

Report Like Reply



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What's Best Forum is THE forum for high end audio, product reviews, advice and sharing experiences on the best of everything else. This is THE place where audiophiles and audio companies discuss vintage, contemporary and new audio products, music servers, music streamers, computer audio, digital-to-analog converters, turntables, phono stages, cartridges, reel-to-reel tape machines, speakers, headphones and tube and solid-state amplification. Founded in 2010 What's Best Forum invites intelligent and courteous people of all interests and backgrounds to describe and discuss the best of everything. From beginners to life-long hobbyists to industry professionals, we enjoy learning about new

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things and meeting new people, and participating in spirited debates.

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Site Founder | Site Owner | Administrator



Ron Resnick
Site Owner | Administrator



Jules (The Fixer)
Website Build | Marketing Managersing


1:45
Create story
Standish
+ Design
Chelsea Emmanu
The GREEK Audio Gee... · Follow
4h ·
I'm repeatedly hearing about issues with Soulution gear and incredibly long repair times.
This predates the recent issue where an owner went public about his brand new six-figure Soulution system failed after only an hour and supposedly took out his $250,000 speakers.
I keep hearing these issues wide spread (but I don't know).
Here is an actual photo that was sent me about a failed amp.
If you have experienced an issue with them, please let me know.
--
#highendaudio #hiend #HighEndLiving #audiophile #audiosystem #hifiaudio #hifisystem #audio #hifi #stereosystem #amplifier #audioprofesional
I'm getting messages from followers with Soulution amps that are failing.
ERROR
AMP SUPPLY

EXHIBIT 17

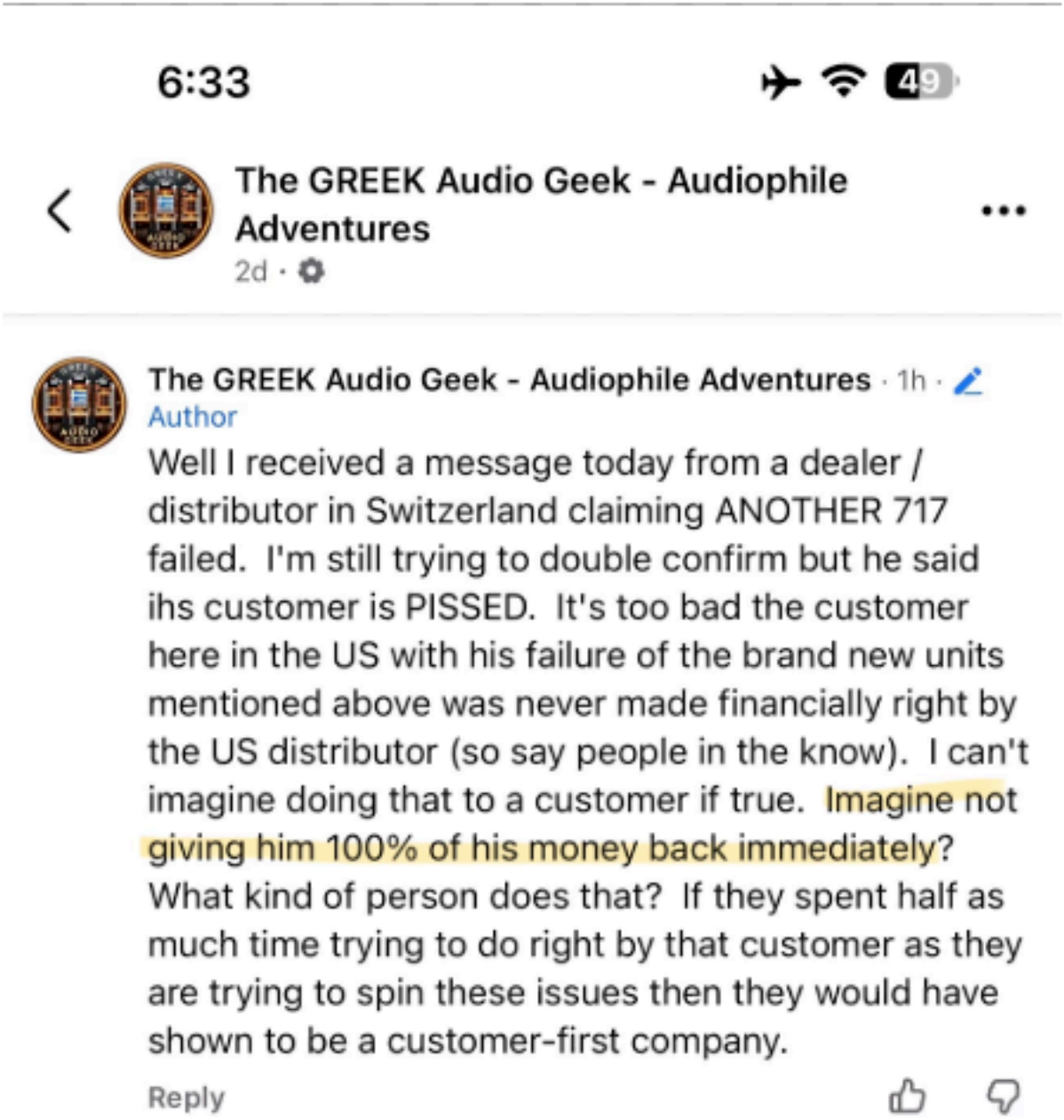
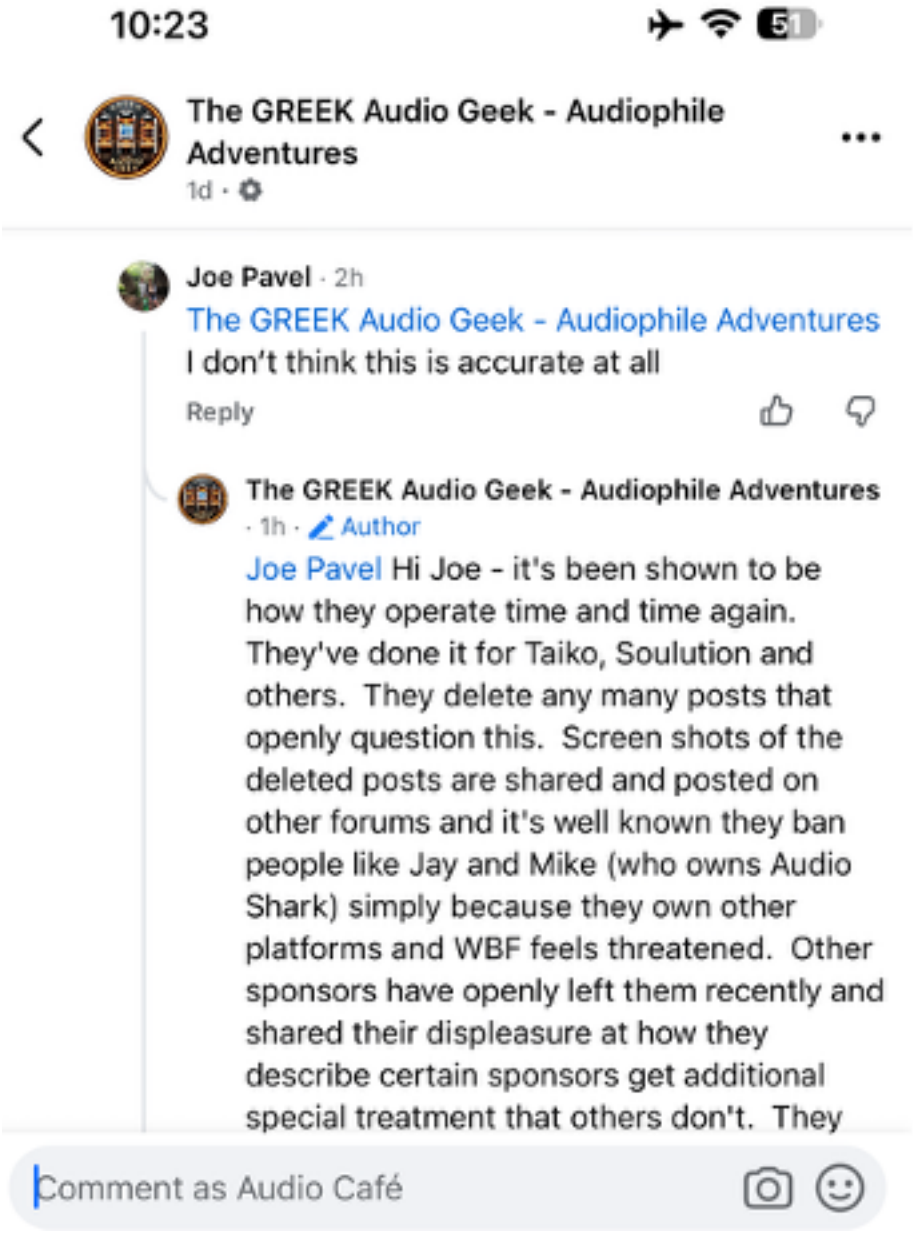
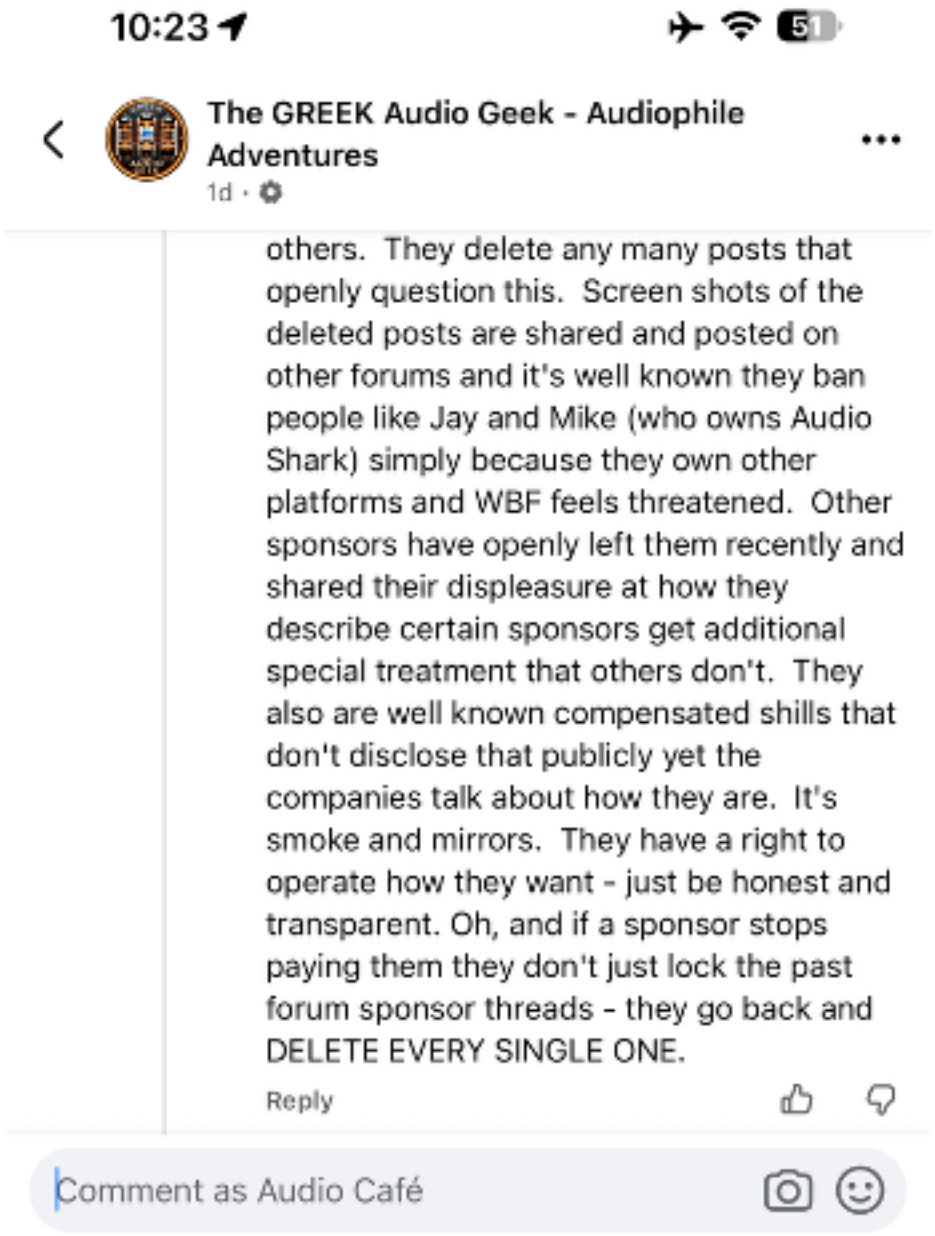
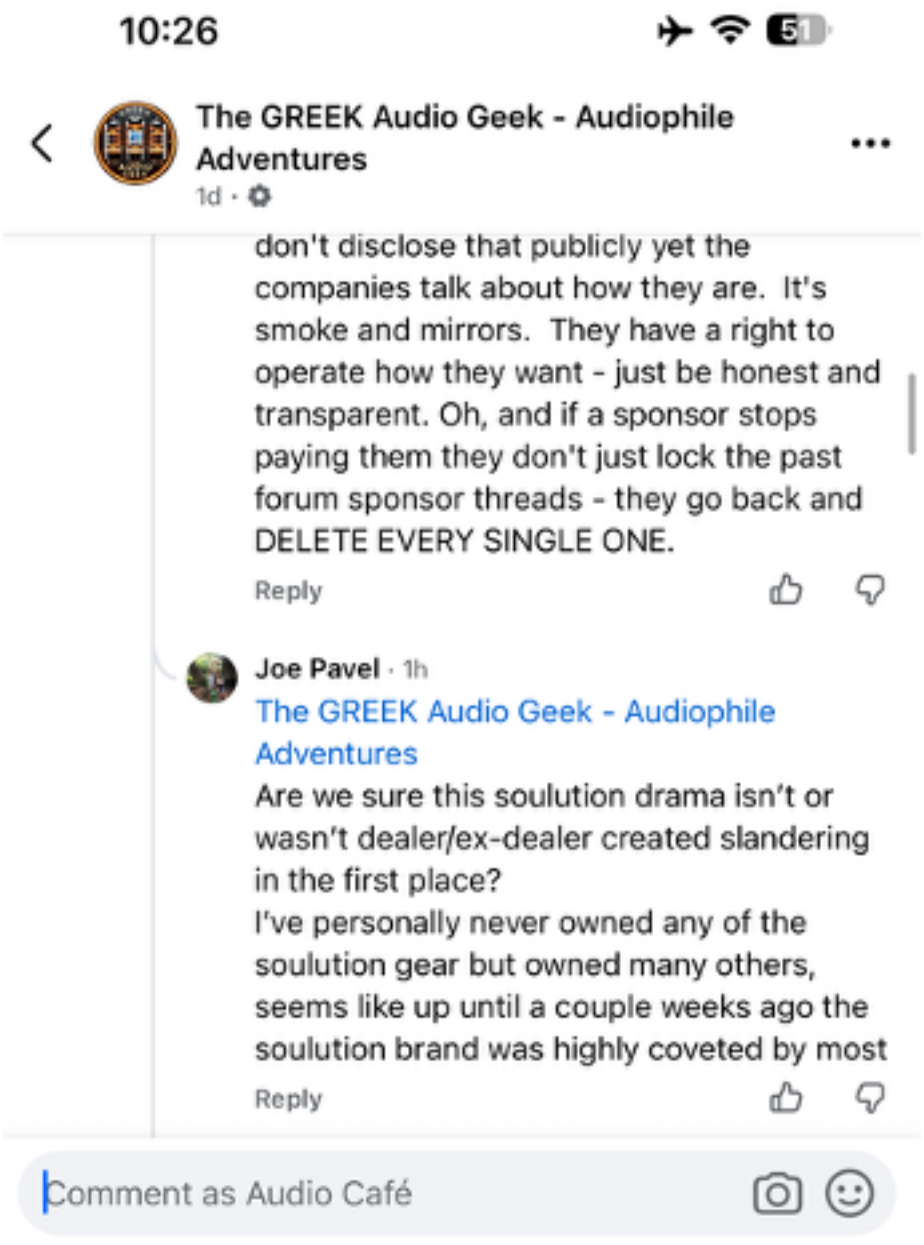
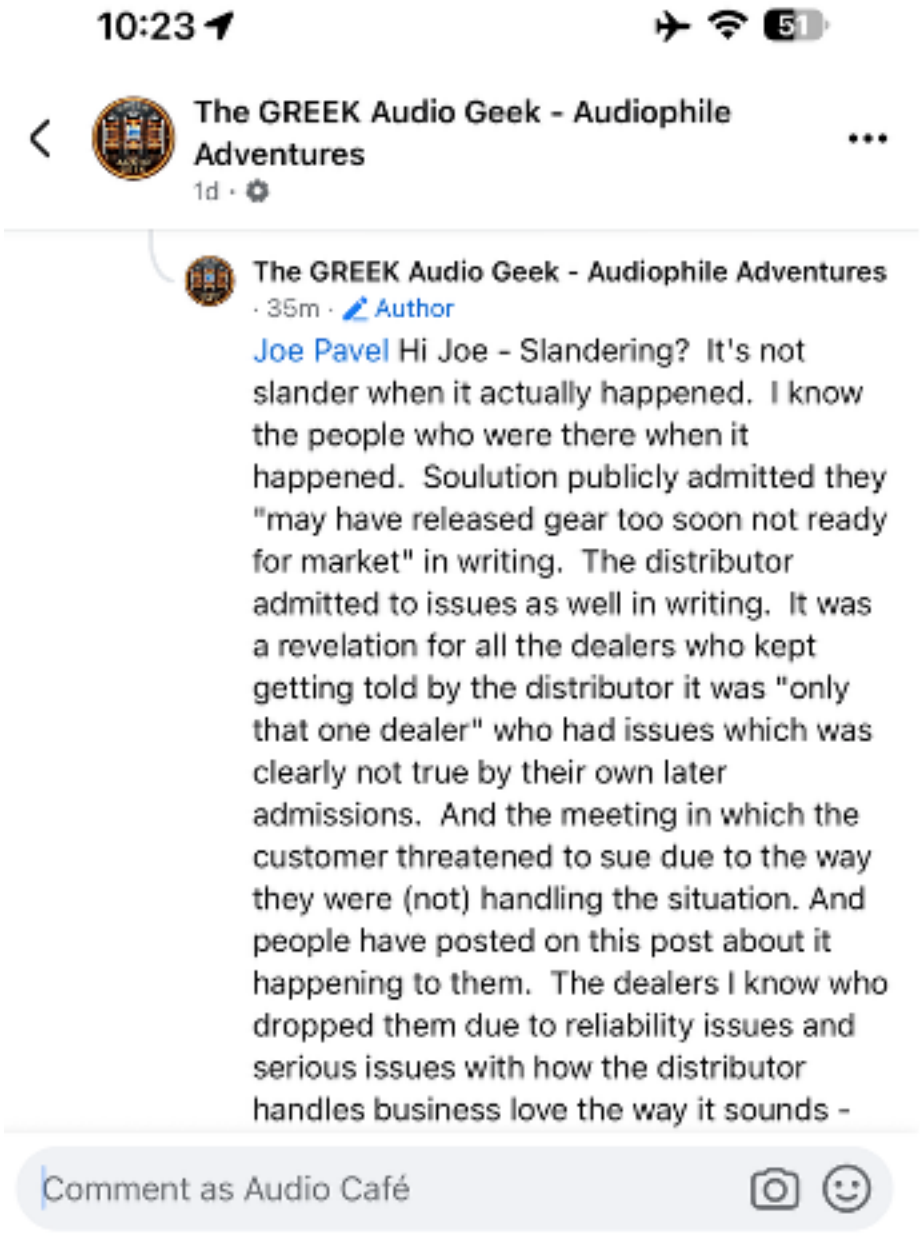

6:33
49
The GREEK Audio Geek - Audiophile Adventures
2d ·
The GREEK Audio Geek - Audiophile Adventures · 1h ·
Author
Well I received a message today from a dealer / distributor in Switzerland claiming ANOTHER 717 failed. I'm still trying to double confirm but he said ihs customer is PISSED. It's too bad the customer here in the US with his failure of the brand new units mentioned above was never made financially right by the US distributor (so say people in the know). I can't imagine doing that to a customer if true. Imagine not giving him 100% of his money back immediately? What kind of person does that? If they spent half as much time trying to do right by that customer as they are trying to spin these issues then they would have shown to be a customer-first company.
Reply

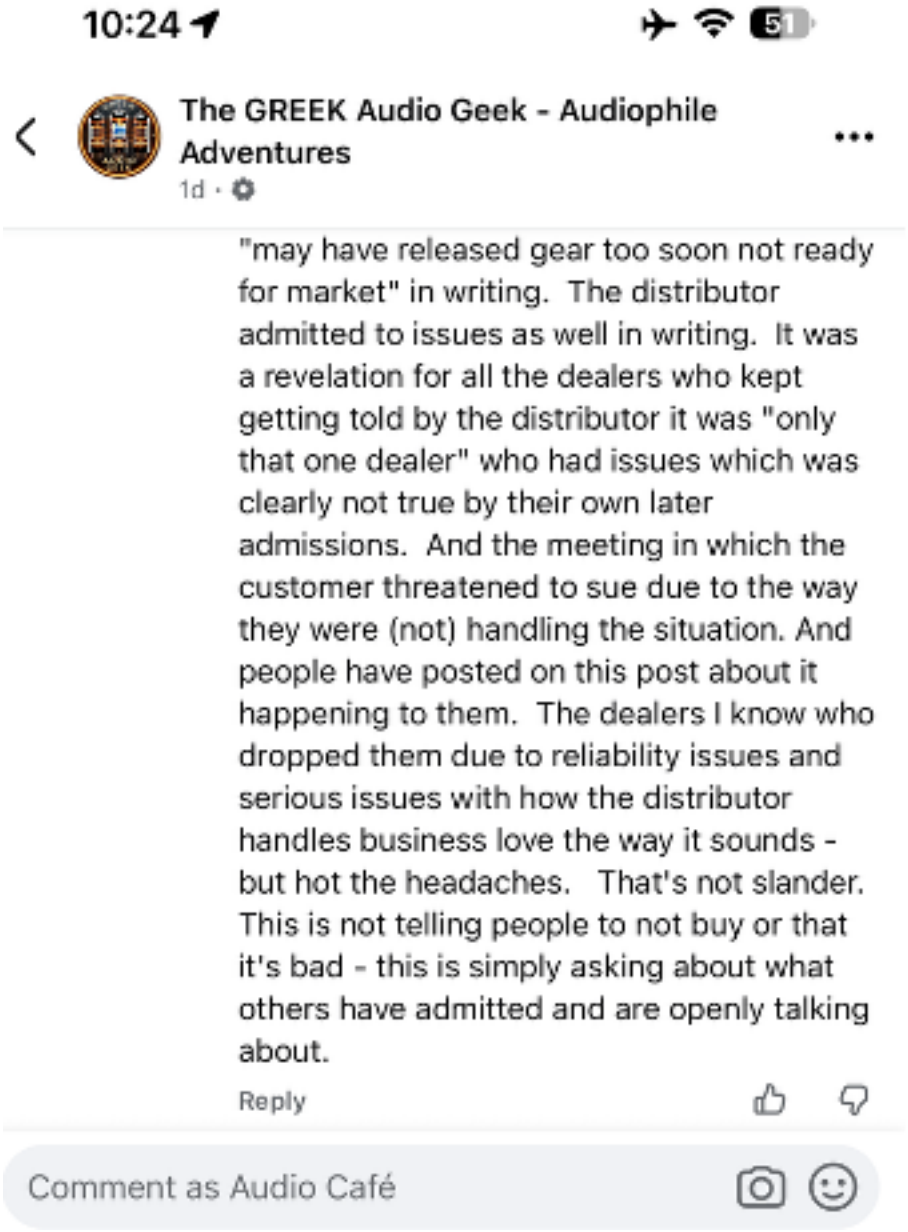
EXHIBIT 18


10:23
The GREEK Audio Geek - Audiophile Adventures
1d
Joe Pavel · 2h
The GREEK Audio Geek - Audiophile Adventures
I don't think this is accurate at all
Reply
The GREEK Audio Geek - Audiophile Adventures
· 1h · Author
Joe Pavel Hi Joe - it's been shown to be how they operate time and time again. They've done it for Taiko, Soulution and others. They delete any many posts that openly question this. Screen shots of the deleted posts are shared and posted on other forums and it's well known they ban people like Jay and Mike (who owns Audio Shark) simply because they own other platforms and WBF feels threatened. Other sponsors have openly left them recently and shared their displeasure at how they describe certain sponsors get additional special treatment that others don't. They
Comment as Audio Café


10:23
The GREEK Audio Geek - Audiophile Adventures
1d
others. They delete any many posts that openly question this. Screen shots of the deleted posts are shared and posted on other forums and it's well known they ban people like Jay and Mike (who owns Audio Shark) simply because they own other platforms and WBF feels threatened. Other sponsors have openly left them recently and shared their displeasure at how they describe certain sponsors get additional special treatment that others don't. They also are well known compensated shills that don't disclose that publicly yet the companies talk about how they are. It's smoke and mirrors. They have a right to operate how they want - just be honest and transparent. Oh, and if a sponsor stops paying them they don't just lock the past forum sponsor threads - they go back and DELETE EVERY SINGLE ONE.
Reply
Comment as Audio Café


10:26
The GREEK Audio Geek - Audiophile Adventures
1d ·
don't disclose that publicly yet the companies talk about how they are. It's smoke and mirrors. They have a right to operate how they want - just be honest and transparent. Oh, and if a sponsor stops paying them they don't just lock the past forum sponsor threads - they go back and DELETE EVERY SINGLE ONE.
Reply
Joe Pavel · 1h
The GREEK Audio Geek - Audiophile Adventures
Are we sure this soulution drama isn't or wasn't dealer/ex-dealer created slandering in the first place?
I've personally never owned any of the soulution gear but owned many others, seems like up until a couple weeks ago the soulution brand was highly coveted by most
Reply
Comment as Audio Café


10:23
The GREEK Audio Geek - Audiophile Adventures
1d ·
The GREEK Audio Geek - Audiophile Adventures
· 35m · Author
Joe Pavel Hi Joe - Slandering? It's not slander when it actually happened. I know the people who were there when it happened. Soulution publicly admitted they "may have released gear too soon not ready for market" in writing. The distributor admitted to issues as well in writing. It was a revelation for all the dealers who kept getting told by the distributor it was "only that one dealer" who had issues which was clearly not true by their own later admissions. And the meeting in which the customer threatened to sue due to the way they were (not) handling the situation. And people have posted on this post about it happening to them. The dealers I know who dropped them due to reliability issues and serious issues with how the distributor handles business love the way it sounds -
Comment as Audio Café


10:24
The GREEK Audio Geek - Audiophile Adventures
1d
"may have released gear too soon not ready for market" in writing. The distributor admitted to issues as well in writing. It was a revelation for all the dealers who kept getting told by the distributor it was "only that one dealer" who had issues which was clearly not true by their own later admissions. And the meeting in which the customer threatened to sue due to the way they were (not) handling the situation. And people have posted on this post about it happening to them. The dealers I know who dropped them due to reliability issues and serious issues with how the distributor handles business love the way it sounds - but hot the headaches. That's not slander. This is not telling people to not buy or that it's bad - this is simply asking about what others have admitted and are openly talking about.
Reply
Comment as Audio Café


7:17
70
Photo
Comment
Kaveh Vali Unsubstantiated story? The owner went public and it's openly posted. Oh, and I just received a picture of ANOTHER 717 failure yesterday. Plus, were you smart enough to read the other people who posted on this with issues as well or did you ignore that because it doesn't fit your agenda? No shills - my issue is shit business people. Clliff Duffy at Axiss CHOSE to NOT REFUND the owner of the new gear that damaged the Rockports all his money back. The owner had to threaten to sue at the dinner table he took them to and at that only got SOME of his money back. Ask Cliff about the admission he made at that dinner regarding the known quality of parts used in Soulution. Ask Cliff why he didn't refund the buyer 100% of his money after the near immediate failure. Any other reputable company would have immediately. I don't work for anyone. I don't get paid to be shills like Ron does. You're agenda is clear as day - mine is based on people like you trying to hide the facts. Edited to add: I just looked at your profile and I can see wh
reply...

EXHIBIT 19

The GREEK Audio Geek - Audiophile Adventures
1h ·

Question of the day for the audiophiles out there...

What is the WORST speaker you've ever heard at ANY price point?

For me?
The Gauder Acoustic speaker.

Absolutely lifeless, emotionally disconnected, and one of those rare moments where I kept waiting for the "magic" to show up... and it never did.

I heard it in my room and on three other occasions - I never had a positive impression of it in any way.

Oh, and yesterday morning I received THIS photo from TWO different distributors supposedly showing yet ANOTHER Soulution 717 failure that they say happened yesterday to a Swiss dealers customer (one was the actual distributor who sent the pic). I was told his customer is PISSED.

This isn't about mud slinging. It's about honest discussion in a hobby where too many people are afraid to speak openly because of distributor intimidation tactics (you know who you are and I stand by my text to you yesterday) and paid forum owners attacking the people telling the truth.

EXHIBIT 20

And let's be honest - things happen. Gear breaks. However when something so expensive fails within a day of receiving it (and damages other gear), an honest reputable distributor would simply apologize and return 100% of the purchase price to the victim. It's a shame when that doesn't happen and that may need to be a post for another day as that owner is STILL pissed about not being made whole...

So let's hear it:

- Worst speaker you've ever heard?
- Most overpriced piece of gear you've owned or auditioned?
- Have you experienced reliability issues with ultra high-end gear?

No wrong answers.
Just real-world HONEST experiences from real audiophiles.

And to the distributor trying to intimidate me - not a smart move. You need to spend more time taking care of your customers and less time trying to pretend it's not an issue.

KEEPING HIFI REAL.

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