

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Nadine “Nina” Copley,

Plaintiff,

v.

Robert Braxton Jarratt, III,

Defendant.

Action No.: 1:26-cv-02622-SEG

Honorable Sarah E. Geraghty

**DEFENDANT ROBERT BRAXTON JARRATT, III’S ~~FIRST~~ SECOND
AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND
COUNTERCLAIMS TO PLAINTIFF’S COMPLAINT⁺**

Defendant/Counterclaimant Robert Braxton Jarratt, III amends ~~its~~ his answer to the Complaint for Damages filed by Plaintiff Nadine “Nina” Copley, asserts affirmative defenses, responds to the numbered paragraphs of the Complaint, and asserts a general denial to each and every allegation of the Complaint not specifically admitted in the paragraphs that follow. ~~Mr. Braxton Jarratt~~ also asserts counterclaims against Copley. The counterclaims reflect Copley’s admittedly taking for personal use thousands of dollars donated by Jarratt to benefit autistic children. The

⁺~~Defendant Counterclaimant amends the Answer and Counterclaims that was timely filed on August 27, 2026, to correct minor clerical errors in the August 27 filing.~~

counterclaims also reflect ~~also~~ Copley’s “faking” an attempted assault by JarrattBraxton, fraud, assault on Mr. BraxtonJarratt, and defamation per se.²

INTRODUCTION

1. Paragraph 1 consists of characterizations and legal conclusions to which no response is required. To the extent a response is deemed required, Defendant denies the allegations of Paragraph 1 in their entirety, including without limitation any characterization of his conduct as a “sexual assault,” “retaliatory,” or a “defamation campaign,” and denies that Plaintiff is entitled to any relief.

2. Defendant admits that he provided financial support, offers of employment or consulting opportunities, and other assistance to Plaintiff and Project OneLight, and that he and Plaintiff were professional collaborators. Defendant denies the remaining characterizations of Paragraph 2, including any implication that his support was offered in bad faith or for the purpose of “cultivat[ing]” improper “influence” over Plaintiff.

² Defendant asserts a general denial to every allegation of the Complaint not specifically admitted and, ~~and~~ as document collection remains ongoing, and Defendant expressly reserves all rights to amend this pleading to assert additional counterclaims, defenses, crossclaims, or third-party claims pursuant to Fed. R. Civ. P. 13, 14, and 15 as further facts become known through investigation and discovery.

3. Defendant admits that a work-related gathering took place on or about February 11, 2026, at his residence in Fulton County, Georgia. Defendant denies that he sexually assaulted Plaintiff, denies that any physical contact between Defendant and Plaintiff was nonconsensual or forcible, and denies the remaining allegations of Paragraph 3.

4. Defendant denies that he engaged in any assault. Defendant is without knowledge or information sufficient to form a belief as to what Plaintiff may have communicated to unidentified third parties and, on that basis, denies the remaining allegations of Paragraph 4.

5. Defendant denies the allegations of Paragraph 5.

6. Defendant admits that he communicated concerns regarding the handling of Project OneLight funds to certain individuals, and admits that he previously made statements expressing trust in Plaintiff and affording her discretion over certain project expenditures. Defendant denies that his statements regarding Plaintiff's handling of funds were false and denies the remaining allegations of Paragraph 6.

7. Defendant denies the allegations of Paragraph 7.

8. Paragraph 8 characterizes the nature of Plaintiff's claims and states legal conclusions to which no response is required. To the extent a response is required, Defendant denies that Plaintiff is entitled to relief on any claim asserted.

PARTIES, JURISDICTION, AND VENUE

9. Defendant admits that Plaintiff resides in the State of Florida. Defendant is without knowledge or information sufficient to form a belief as to Plaintiff's domicile or citizenship for purposes of 28 U.S.C. § 1332 and, on that basis, denies the allegation to the extent it goes beyond residency.

10. Admitted.

11. Defendant admits, for jurisdictional purposes only, that this Court has subject matter jurisdiction under 28 U.S.C. § 1332 if the citizenship and amount-in-controversy requirements are satisfied. Defendant does not concede, and expressly denies, that Plaintiff is entitled to any damages in any amount.

12. Paragraph 12 states a legal conclusion to which no response is required. To the extent a response is required, Defendant does not contest that this Court may exercise personal jurisdiction over him for purposes of this action, but denies that he committed any tortious act as alleged.

13. Defendant admits that a substantial part of the events described in the Complaint occurred in Fulton County, Georgia, and does not contest that venue is proper in this District under 28 U.S.C. § 1391. Defendant denies the remaining allegations of Paragraph 13, including any characterization of those events as giving rise to liability.

FACTUAL ALLEGATIONS

14. Defendant admits that Plaintiff is the founder of Project OneLight and that it is based in Florida. Defendant admits that Project OneLight represents its purpose as supporting nonspeaking autistic individuals and their families, but denies that its funds were used consistent with any charitable purpose, and except as expressly admitted, denies the remaining allegations of this paragraph.

15. Defendant admits that he and Plaintiff were first in contact in or about September 2025 and that Defendant expressed support for Plaintiff's mission and Project OneLight. Defendant denies the remaining allegations of Paragraph 15 to the extent they imply any pretext or misrepresentation.

16. Defendant admits that he and Plaintiff developed a close professional relationship and that Defendant provided financial support to Plaintiff and Project OneLight. Defendant denies the characterization that he "positioned himself" as alleged.

17. Defendant admits that the parties discussed potential employment and compensation arrangements and that Defendant provided funding in connection with Project OneLight. Defendant denies that he made any repeated, unconditional, or open-ended representations of ongoing financial support, denies the characterization of those discussions as alleged, and except as expressly admitted, denies the remaining allegations of this paragraph.

18. Defendant admits that he sent Plaintiff a written communication containing language substantially similar to that quoted in Paragraph 18, the content of which speaks for itself; Defendant denies any characterization in Paragraph 18 inconsistent with the document itself, and denies that any statement referenced was false.

19. Defendant admits that on or about January 30, 2026, he sent Plaintiff a written communication containing language substantially similar to that quoted in Paragraph 19, the content of which speaks for itself; Defendant denies any characterization in Paragraph 19 inconsistent with the document itself, and denies that any statement referenced was false.

20. Defendant admits that he sent Plaintiff a written communication containing language substantially similar to that quoted in Paragraph 20, the content of which speaks for itself; Defendant denies any characterization in Paragraph 20 inconsistent with the document itself, and denies that any statement referenced was false.

21. Denied. Paragraph 21 calls for a conclusion regarding Plaintiff's subjective understanding, as to which Defendant lacks knowledge, and on that basis denies same.

22. Defendant admits that he caused approximately \$88,000 to be wired to Project OneLight on or about January 20, 2026, and that he made a statement substantially similar to that quoted in Paragraph 22. Defendant avers that the transfer was made for the benefit of Project OneLight's charitable mission and in reliance on

Plaintiff's representations regarding the use of the funds, as set forth in Defendant's Counterclaims below, and that the terms and circumstances of the transfer are further reflected in the parties' contemporaneous communications and financial records. Except as expressly admitted, denied.

23. Defendant denies the allegations of this paragraph as stated. Defendant admits that he conveyed he had financial resources available and that he expressed trust in Plaintiff, but denies the quoted statements to the extent they are inaccurate or taken out of context, and specifically denies that any statement relieved Plaintiff of her obligation to use Project OneLight's funds honestly and for their intended purpose.

24. Defendant admits that on or about January 16, 2026, he made statements substantially similar to those quoted in Paragraph 24, the content of which speaks for itself; Defendant denies any characterization in Paragraph 24 inconsistent with the document itself, and denies that any statement referenced was false.

25. Denied.

26. Denied.

27. Admitted.

28. Admitted.

29. Denied.

30. Denied.

31. Denied.

32. Defendant denies that any assault occurred. Defendant is without knowledge or information sufficient to form a belief as to what Plaintiff may have disclosed to unidentified third parties and, on that basis, denies the remaining allegations of Paragraph 32.

33. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 33, which concern a private communication between Plaintiff and a third party, and on that basis denies same. Defendant denies that he committed any assault.

34. Defendant admits that on or about March 24, 2026, he communicated to Plaintiff his position that Plaintiff had engaged in nonconsensual sexual contact with him. Defendant denies that this statement was false and denies the remaining allegations of Paragraph 34, including any characterization of Defendant's prior communications as "misconduct."

35. Defendant denies the allegations of this paragraph as stated. To the extent this paragraph purports to quote a communication, that communication speaks for itself, and Defendant denies that the isolated excerpt fairly or completely reflects its content or context. Defendant denies the remaining allegations and characterizations of this paragraph.

36. Denied. Defendant denies that any assault occurred and denies that Plaintiff

“requested space” or reduced communication in the period following February 11, 2026. To the contrary, in the days immediately following February 11, 2026, Plaintiff remained at Defendant’s residence, repeatedly initiated warm and friendly communications with Defendant, sent Defendant personal photographs, videos, and other content, and requested and scheduled continued meetings with Defendant, through at least February 16, 2026.

37. Defendant admits that he and Plaintiff continued to communicate after February 11, 2026, and avers that Plaintiff initiated much of that communication. Defendant denies that his communications constituted improper “escalat[ion]” and denies the remaining allegations of Paragraph 37.

38. Admitted.

39. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 39, the content of which speaks for itself; Defendant denies any characterization in Paragraph 39 inconsistent with the document itself, and denies that any statement referenced was false.

40. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 40, the content of which speaks for itself; Defendant denies any characterization in Paragraph 40 inconsistent with the document itself, and denies that any statement referenced was false.

41. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 41, the content of which speaks for itself; Defendant denies any characterization in Paragraph 41 inconsistent with the document itself, and denies that any statement referenced was false.

42. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 42, the content of which speaks for itself; Defendant denies any characterization in Paragraph 42 inconsistent with the document itself, and denies that any statement referenced was false.

43. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 43, the content of which speaks for itself; Defendant denies any characterization in Paragraph 43 inconsistent with the document itself, and denies that any statement referenced was false.

44. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 44, the content of which speaks for itself; Defendant denies any characterization in Paragraph 44 inconsistent with the document itself, and denies that any statement referenced was false.

45. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 45, the content of which speaks for itself; Defendant denies any characterization in Paragraph 45 inconsistent with the document itself, and denies that any statement referenced was false.

46. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 46, the content of which speaks for itself; Defendant denies any characterization in Paragraph 46 inconsistent with the document itself, and denies that any statement referenced was false.

47. Defendant admits that the March 4, 2026 email contained language substantially similar to that quoted in Paragraph 47, the content of which speaks for itself; Defendant denies any characterization in Paragraph 47 inconsistent with the document itself, and denies that any statement referenced was false.

48. Denied.

49. Defendant denies that he knew or should have known any accusation was false, and denies that any accusation was false. Defendant denies that he granted Plaintiff broad or unconditional discretion over Project OneLight's expenditures; to the extent Defendant expressed trust in Plaintiff, that trust was conditioned on the honest use of funds for their intended purpose and did not authorize the misuse of funds. Defendant denies that any statement bears the meaning or significance Plaintiff ascribes to it, and except as expressly admitted, denies the remaining allegations of this paragraph.

50. Denied.

51. Defendant admits that he sent Plaintiff an email on March 24, 2026 that used the quoted words. Defendant denies that the email constituted a "threat" or an

"escalation" as characterized, denies Plaintiff's characterization of the communication, and avers that the email speaks for itself and must be read in its entirety and in context. Except as expressly admitted, Defendant denies the remaining allegations of this paragraph.

52. Denied.

53. Denied.

COUNT I

BATTERY

54. Defendant incorporates by reference his responses to Paragraphs 1 through 53 as though fully set forth herein.

55. Denied.

56. Denied.

57. Denied. Paragraph 57 states a legal conclusion to which no response is required; to the extent a response is required, denied.

58. Denied.

COUNT II

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

59. Defendant incorporates by reference his responses to Paragraphs 1 through 53 as though fully set forth herein.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Defendant admits that he made statements referencing potential legal exposure and referencing an acquaintance with law-enforcement contacts, as alleged elsewhere in the Complaint. Defendant denies that such statements were improper “threats” and denies the remaining characterizations of Paragraph 64.

65. Denied.

66. Denied.

67. Denied.

COUNT III

DEFAMATION / DEFAMATION PER SE

68. Defendant incorporates by reference his responses to Paragraphs 1 through 53 as though fully set forth herein.

69. Admitted.

70. Defendant admits that the March 4, 2026 email contained language substantially similar to that described in Paragraph 70, the content of which speaks for itself; Defendant denies any characterization in Paragraph 70 inconsistent with the document itself, and denies that any statement referenced was false.

71. Defendant admits that the March 4, 2026 email contained language

substantially similar to that described in Paragraph 71, the content of which speaks for itself; Defendant denies any characterization in Paragraph 71 inconsistent with the document itself, and denies that any statement referenced was false.

72. Defendant admits that the March 4, 2026 email contained language substantially similar to that described in Paragraph 72, the content of which speaks for itself; Defendant denies any characterization in Paragraph 72 inconsistent with the document itself, and denies that any statement referenced was false.

73. Defendant admits that the March 4, 2026 email contained language substantially similar to that described in Paragraph 73, the content of which speaks for itself; Defendant denies any characterization in Paragraph 73 inconsistent with the document itself, and denies that any statement referenced was false.

74. Defendant admits that the March 4, 2026 email contained language substantially similar to that described in Paragraph 74, the content of which speaks for itself; Defendant denies any characterization in Paragraph 74 inconsistent with the document itself, and denies that any statement referenced was false.

75. Denied.

76. Denied. Paragraph 76 states a legal conclusion to which no response is required.

77. Denied.

78. Defendant admits that the statements referenced concerned Plaintiff. Defendant denies the remaining allegations of Paragraph 78.

79. Denied.

80. Defendant is without knowledge or information sufficient to form a belief as to Plaintiff's public or private figure status for purposes of defamation law and, on that basis, denies same. Defendant reserves the right to assert that Plaintiff is a limited-purpose public figure based on facts developed in discovery.

81. Denied. Defendant will assert applicable privileges as affirmative defenses below.

82. Defendant admits that he made a statement substantially similar to "I trust you 1000%" at an earlier point in the parties' relationship. Defendant denies the remaining allegations of Paragraph 82, including that his later statements were knowingly false.

83. Denied.

84. Denied. Paragraph 84 states a legal conclusion to which no response is required.

85. Denied.

86. Denied.

PUNITIVE DAMAGES

87. Defendant incorporates by reference his responses to Paragraphs 1 through 86 as though fully set forth herein.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

ATTORNEY'S FEES AND EXPENSES OF LITIGATION

O.C.G.A. § 13-6-11

92. Defendant incorporates by reference his responses to Paragraphs 1 through 91 as though fully set forth herein.

93. Denied.

94. Denied.

RESPONSES TO PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any of the relief requested in the Complaint's Prayer for Relief, including subparagraphs (a) through (h), or to any relief whatsoever.

RESPONSE TO JURY DEMAND

Paragraph stating Plaintiff's jury demand requires no response. Defendant likewise demands a trial by jury on all issues so triable, as set forth below.

AFFIRMATIVE DEFENSES

Without admitting any allegation of the Complaint not otherwise expressly admitted above, and without assuming any burden of proof or persuasion that would not otherwise be Defendant's under applicable law, Defendant asserts the following defenses. Defendant reserves the right to amend this Answer to assert additional defenses as they become known through discovery and further investigation.

FIRST AFFIRMATIVE DEFENSE

Failure to State a Claim

The Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Consent (Pleaded in the Alternative)

Without admitting the factual allegations concerning any physical contact between the parties, and pleading in the alternative pursuant to Fed. R. Civ. P. 8(d)(2)-(3), to the extent the trier of fact finds that any physical contact occurred between Defendant and Plaintiff as alleged in the Complaint, such contact was consensual, and Plaintiff's claims for battery and intentional infliction of emotional distress are barred, in whole or in part, by her consent.

THIRD AFFIRMATIVE DEFENSE

Truth / Substantial Truth

Plaintiff's defamation claims are barred, in whole or in part, because the statements at issue were true or substantially true.

FOURTH AFFIRMATIVE DEFENSE

Privilege

The statements at issue were subject to a qualified or conditional privilege under Georgia law, including O.C.G.A. § 51-5-7, because they were made in good faith on a matter in which Defendant had an interest or duty, to persons having a corresponding interest or duty, including participants, stakeholders, and financial supporters of Project OneLight.

FIFTH AFFIRMATIVE DEFENSE

Opinion / Non-Actionable Statement

To the extent any statement at issue constitutes opinion, rhetorical hyperbole, or is not reasonably susceptible of a defamatory meaning, it is not actionable as a matter of law.

SIXTH AFFIRMATIVE DEFENSE

Good-Faith Belief in Truth / Absence of Actual Malice

Any statements made by Defendant concerning Plaintiff's handling of Project OneLight funds were made in good faith and were based on Defendant's reasonable,

good-faith belief in their truth at the time made, informed by contemporaneous accounting concerns reported to Defendant, precluding a finding of actual malice or the requisite degree of fault.

SEVENTH AFFIRMATIVE DEFENSE

Failure to Mitigate Damages

Plaintiff's recovery, if any, must be reduced to the extent she failed to exercise reasonable diligence to mitigate her claimed damages.

EIGHTH AFFIRMATIVE DEFENSE

Comparative/Contributory Fault

To the extent Plaintiff's damages, if any, were caused or contributed to by Plaintiff's own conduct, Plaintiff's recovery is barred or must be reduced under O.C.G.A. § 51-12-33.

NINTH AFFIRMATIVE DEFENSE

Unclean Hands

Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands, including by reason of the wrongful conduct toward Defendant that is the subject of Defendant's Counterclaims below.

TENTH AFFIRMATIVE DEFENSE

Public Figure / Heightened Fault Standard

To the extent discovery establishes that Plaintiff is a public figure or limited-

purpose public figure by virtue of her public-facing advocacy and social-media presence in connection with Project OneLight, Plaintiff must prove actual malice by clear and convincing evidence as to each defamation claim, which she cannot do.

ELEVENTH AFFIRMATIVE DEFENSE

No Special Damages

To the extent any statement at issue is not defamatory per se, Plaintiff's defamation claim fails because she has not pleaded or cannot prove special damages.

TWELFTH AFFIRMATIVE DEFENSE

Constitutional and Statutory Limits on Punitive Damages

Plaintiff's claim for punitive damages is subject to, and limited by, the statutory cap in O.C.G.A. § 51-12-5.1(g) and by the Due Process Clauses of the United States and Georgia Constitutions.

THIRTEENTH AFFIRMATIVE DEFENSE

No Entitlement to Fees Under O.C.G.A. § 13-6-11

Defendant has not acted in bad faith, has not been stubbornly litigious, and has not caused Plaintiff unnecessary trouble and expense; Plaintiff's claim for attorney's fees and expenses of litigation fails as a matter of law.

FOURTEENTH AFFIRMATIVE DEFENSE

Set-Off, Recoupment, and Offset

Defendant reserves the right to assert set-off, recoupment, and offset against

any damages that may be awarded to Plaintiff, including amounts owed to Defendant and/or Project OneLight, and in connection with claims Defendant may assert against Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

Reservation of Rights

Defendant has not knowingly or intentionally waived any applicable defense and reserves the right to assert additional defenses and additional counterclaims as they become known through discovery and investigation, and to amend this pleading accordingly pursuant to Fed. R. Civ. P. 13 and 15.

COUNTERCLAIMS

For his Counterclaims against Plaintiff and Counterclaim-Defendant Nadine “Nina” Copley (“Copley”), Defendant and Counterclaim-Plaintiff Robert Braxton Jarratt, III (“Mr. Jarratt”) alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Counterclaim-Plaintiff Robert Braxton Jarratt, III is a citizen and resident of the State of Maine.
2. Counterclaim-Defendant Nadine “Nina” Copley alleges in her Complaint that she is a citizen and resident of the State of Florida.

3. This Court has subject-matter jurisdiction over these Counterclaims pursuant to 28 U.S.C. § 1367(a) because they are so related to the claims asserted in the Complaint that they form part of the same case or controversy, and independently pursuant to 28 U.S.C. § 1332(a) because the parties are citizens of different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. The Counterclaims for battery and assault are compulsory counterclaims under Fed. R. Civ. P. 13(a) because they arise out of the same transaction or occurrence that is the subject matter of Plaintiff's claims. The remaining Counterclaims are properly asserted under Fed. R. Civ. P. 13(a) and/or 13(b).

5. This Court has personal jurisdiction over Copley because she has submitted to the jurisdiction of this Court by filing her Complaint here and because she committed tortious acts in the State of Georgia giving rise to these Counterclaims.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to these Counterclaims occurred in Fulton County, Georgia, and because Copley has consented to venue in this District by filing this action here.

FACTUAL ALLEGATIONS

A. Copley and Project OneLight

7. Copley is the founder of Project OneLight, Inc., a Florida-based organization.

8. Copley falsely claims she organized OneLight to pursue its supposed mission:

supporting nonspeaking autistic individuals and their families. At all relevant times, Copley controlled OneLight, including sole or effective control over OneLight's bank account and finances.

B. Copley Targets ~~Mr.~~ Jarratt

9. Copley targeted and pursued a relationship with ~~Mr. Braxton~~ Jarratt. Copley admits that she researched ~~Mr.~~ Jarratt and his finances, located and reviewed his social-media profiles, concluded that he was wealthy, and then reached out to him under the guise of their shared dedication to research and living situations for autistic children.

10. ~~Mr.~~ Jarratt and Copley met through social media in or about late August or September 2025.

11. They developed a professional relationship concerning OneLight and its mission, a cause ~~Mr.~~ Jarratt supported generously and in good faith.

12. Copley told Melissa Jolly Graves, a member of the parties' shared community, among other things: that Copley had researched Mr. Jarratt and "looked [his] profile up"; that Mr. Jarratt "had a lot of money"; that he was "looking to invest in people"; and that he was going to help get money for the autistic children and other projects.

13. Copley further told Ms. Graves, in substance: that "we needed to take [Mr. Jarratt] for [his] money"; that Copley "wanted to go in business with [Mr. Jarratt] and not give money to the kids"; that Copley "could get [Mr. Jarratt] to approve

anything”; and that Copley “wanted to get rich and [Mr. Jarratt] was the ticket.”

14. Copley repeatedly pressed Ms. Graves to ask ~~Mr.~~ Jarratt for money, told Ms. Graves that Ms. Graves “could get rich off of [him] too,” and grew upset when Ms. Graves declined.

15. Copley made similar statements to, or exerted similar pressure on, other members of the community.

C. Copley Induces ~~Mr.~~ Jarratt’s Funding

16. Between about September 2025 and until about January 2026, Copley solicited funding from ~~Mr.~~ Jarratt for OneLight and represented to ~~Mr.~~ Jarratt, in substance and repeatedly, that funds he contributed would be used to advance OneLight’s charitable mission and programming for non-verbal autistic individuals and their families.

17. In or about mid-January 2026, Copley presented a proposed budget of approximately \$100,000 for OneLight programming, which was discussed during a January 19, 2026, videoconference attended by ~~Mr.~~ Jarratt, Copley, and other participants, and Copley represented in substance that contributed funds would be applied to OneLight’s charitable purposes, subject to budget monitoring in which OneLight’s volunteer accountant, Steven Li, would participate.

18. When Copley made these representations, she did not intend to apply the funds as represented, and instead intended to divert a substantial portion of any

contribution to herself, to her former husband Chad Copley (“Chad”), and to her own personal benefit and that of her family and friends.

19. In reasonable and justifiable reliance on Copley’s representations, on or about January 20, 2026, ~~Mr.~~ Jarratt caused \$88,000 to be wired to OneLight’s bank account.

20. ~~Mr. Braxton~~ Jarratt furthered his sincere efforts to support the autism community. For example, in or about early 2026, Mr. Jarratt extended a personal loan of approximately \$15,000 for the benefit of Copley and/or OneLight, which has not been repaid.

D. Copley Diverts the Funds

21. OneLight’s bank records reflect that, in the weeks following ~~Mr.~~ Jarratt’s wire, Copley — who alone controlled the account — transferred at least \$16,150 by Zelle directly to herself, including transfers of \$3,000 (February 6, 2026), \$4,400 (February 12, 2026), \$5,000 (February 20, 2026), and \$3,750 (February 23, 2026).

22. The \$4,400 transfer Copley made to herself on February 12, 2026, occurred the day after the February 11, 2026, gathering described below, and the \$5,000 and \$3,750 transfers followed within eleven days thereafter.

23. OneLight’s bank records further reflect payments to or for the benefit of Chad totaling approximately \$15,800, including \$7,500 in direct Zelle transfers,

approximately \$5,500 categorized as “construction,” and additional travel and rental-car charges.

24. The “construction” payments related to a children’s playset for which Chad had estimated approximately \$3,300 in materials and approximately \$3,600 in labor, with an offer of free or discounted labor; Copley nonetheless caused OneLight to pay Chad substantially more than the estimated cost, without an invoice, approval, or explanation.

25. On or about February 6-9, 2026, Copley caused OneLight to transfer \$6,732 by PayPal to Addison Burke, a OneLight volunteer, with a payment memo describing the transfer as “1/9, 1/23, 2/6 6 week payroll for Addison Danielle.”

26. As Ms. Burke has since acknowledged in writing, Copley instructed Ms. Burke to keep only approximately half of that payment as purported salary and to deposit the other half — approximately \$3,400 — into Ms. Burke’s personal savings account, to be held for Copley’s later use in connection with the purchase of Copley’s parents’ home. That home was titled in Chad’s name, and Copley sought to position funds for its purchase in anticipation of a likely bankruptcy. The second individual named in the payment memo received none of the money.

27. On or about February 27, 2026, Copley sent Ms. Burke an additional \$2,000 from Copley’s personal Venmo account with the one-word note “March,” which was funded by OneLight money Copley had transferred to herself.

28. Steven Li, OneLight’s volunteer accountant, had agreed to monitor OneLight’s budget and expenditures. When Mr. Li identified irregularities — including large, unexplained Zelle transfers to Copley and Chad without supporting documentation — and raised questions, Copley cut off his access to OneLight’s financial records.

29. After questions were raised about her use of the funds, Copley retroactively relabeled OneLight’s internal transaction records so as to recharacterize her personal Zelle transfers as “Salary” and as reimbursement for “RPM Training,” in an effort to justify her retention of the funds.

30. Of the approximately \$88,400 in OneLight’s account following Mr. Jarratt’s wire, only approximately \$12,025 remained by early March 2026.

31. Copley refused Mr. Jarratt’s repeated requests for transparency, supporting documentation, and an accounting.

E. Copley, Drunk and Flirtatious at February 11, 2026 Gathering

32. On February 11, 2026, ~~Mr.~~ Jarratt hosted a work-related gathering at his condominium in Fulton County, Georgia. Present were Copley, Addison Burke, Joseph Stunzi, Courtney Weal, and Ms. Weal’s minor son.

33. Late that evening, ~~Mr.~~ Jarratt, who was tired, retired to his bedroom and closed the bedroom door.

34. Thereafter, Copley — who had been drinking to a degree that ~~Mr.~~Jarratt had asked her to be quieter and more mindful of the neighbors — changed into a short dress or t-shirt and, without knocking, without invitation, and without announcing herself to anyone, entered ~~Mr.~~Jarratt's closed bedroom and shut the door behind her.

35. While ~~Mr.~~Jarratt slept, Copley climbed into his bed, uninvited, and made intentional, unwelcome, and offensive physical contact with his person. When ~~Mr.~~Jarratt became aware of Copley in his bed, he directed her to leave.

36. Copley exited the bedroom. A short time later, Copley again entered ~~Mr.~~Jarratt's closed bedroom, uninvited and unannounced, for a second time while he slept. ~~Mr.~~Jarratt again directed her to leave upon becoming aware of her presence.

37. A witness seated in the living room, with a direct line of sight to ~~Mr.~~Jarratt's bedroom door, observed both of Copley's uninvited entries. The same witness observed that when Copley finally exited, she was laughing, in a tone the witness has described in writing as "playful and teasing" and neither "fearful, distressed, angry, [n]or panicked."

38. Later that same night, in the guest room Copley shared with Ms. Burke, Copley discussed the evening with Ms. Burke — including an unrelated interaction involving another guest — but said nothing about any misconduct by ~~Mr.~~Jarratt. Copley instead told Ms. Burke that she was concerned about ~~Mr.~~Jarratt's vaporizer use, that she had gone back into his bedroom while he slept, that she had stood in his

room watching him sleep, and that she had taken his vaporizer, which she hid beneath a mattress in the guest room.

39. Copley did not ask for or attempt to call police, alert her husband, or reach out to anyone about the alleged incident.

40. The following morning, February 12, 2026, Copley sent ~~Mr.~~Jarratt a text message reading “Safe travels” followed by an affectionate emoji as he departed. Over the following days, through at least February 16, 2026, Copley voluntarily remained at ~~Mr.~~Jarratt’s condominium; sent him warm, friendly, and affectionate messages — including that she and the other guests had “blessed and thanked the condo” and had been “in ultimate love energy”; sent him photographs, videos, and images of handwritten notes; requested and scheduled a two-hour videoconference with him; and continued to initiate friendly contact. At no point in these communications did Copley express fear of or distress regarding ~~Mr.~~Jarratt, decline contact with him, or alter her tone toward him.

F. Copley’s False Accusations

41. Beginning in or about late February 2026 and continuing thereafter, Copley published to third parties in the ~~—~~professional and personal communities false statements accusing Mr. Jarratt of sexually assaulting her on February 11, 2026.

42. Copley admits in her Complaint that she “disclosed” her accusations against Mr. Jarratt “to trusted individuals” (Compl. ¶¶ 4, 32), and that on March 2, 2026,

she wrote to Courtney Weal: “He assaulted me Courtney. No one is hearing me.” (Compl. ¶ 33.)

43. On or about February 20, 2026, Copley made similar false accusations of sexual assault false statements to additional identified individuals, including to Nikki Fielding. Specifically, Copley told Nikki Fielding about the February 11, 2026 alleged incident of assault by Jarratt, identified Mr. Burke as having heard her yell, and denied she directed any romantic, kissing, or sexual conduct toward Jarratt. (on or about February 20, 2026)

43.44. and Joseph Stunzi (On or about March 13, 2026), Copley made similar false accusations of sexual assault to Joseph Stunzi, specifically telling him that Jarratt “pulled my shirt down and put his mouth on my nipple.” the latter including a graphic and false description of purported physical contact by Mr. Jarratt.

44.45. Copley has given materially different and mutually inconsistent versions of her account to different individuals at different times.

45.46. Copley’s statements were and are false. Mr. Jarratt did not assault Copley. It was Copley who ~~twice~~ entered Mr. Jarratt’s closed bedroom uninvited three times on the night of February 11-12, 2026, including while he slept, as set forth above.

47. Copley knew her statements were false and made them with actual and private malice, with ill will toward and intent to harm Jarratt.

48. Because she was the perpetrator of the very conduct she inverted, her accusations were false within her own knowledge:

a. ~~Copley knew her statements were false~~ When she made them as Copley herself was the aggressor: while Mr. Jarratt slept, she twice entered his closed bedroom uninvited and climbed into his bed.

46.b. Furthermore, a witness with a direct line of sight observed both uninvited entries, and saw Copley exit “playful and teasing” — not “fearful, distressed, angry, [n]or panicked.” Additionally, that same night, sharing a room with Addison Burke, Copley said nothing about any misconduct by Mr. Jarratt — instead describing that she had gone back into his room and “stood in his room watching him sleep” before taking his vaporizer, ~~and made them with actual and private malice, with ill will toward and intent to harm Jarratt.~~

49. Copley made and escalated these false accusations ~~with ill will and intent to injure Jarratt:~~

a. Specifically, she made the false statements ~~to~~ to deflect and preempt scrutiny of her diversion of OneLight funds, to isolate Mr. Jarratt from the parties’ shared community and OneLight’s supporters, and to obtain leverage over Mr. Jarratt in anticipated disputes.

b. The accusations arose as Mr. Jarratt pressed for transparency and accounting after Copley had cut off the volunteer accountant's access and refused to account for the funds.

47.c. Copley made the statement with a pre-existing intent to exploit him evidenced by her pre-incident statement to Melissa Graves that she meant to "take [Mr. Jarratt] for [his] money," that she "could get [him] to approve anything," and that he "was the ticket" to getting rich.

50. Finally, -as specifically alleged above, Copley published the accusations to multiple third parties across the professional and personal communities, more broadly than any protective purpose could require, her statement to Joseph Stunzi included a "graphic and false description" of purported physical contact, beyond anything a bona fide protective purpose required, and she gave "materially different and mutually inconsistent versions" of the alleged incident to different people at different times.

48.51. -Copley's false accusations have caused Mr. Jarratt substantial reputational injury among colleagues, friends, collaborators, and members of the charitable community, as well as emotional distress, humiliation, and expense, in amounts to be proven at trial.

COUNTERCLAIM COUNT I

BATTERY

~~1.52.~~ ~~Mr.~~ Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~2.53.~~ On the night of February 11-12, 2026, Copley intentionally made physical contact with ~~Mr.~~ Jarratt's person, including by climbing into his bed while he slept, without ~~Mr.~~ Jarratt's consent, express or implied.

~~3.54.~~ A sleeping person cannot and does not consent to physical contact. ~~Mr.~~ Jarratt did not consent to Copley's contact, and upon becoming aware of it directed her to leave.

~~4.55.~~ Copley's contact was intentional, unwelcome, offensive to a reasonable sense of personal dignity, and constituted battery under Georgia law.

~~5.56.~~ As a direct and proximate result of Copley's battery, ~~Mr.~~ Jarratt has suffered damages, including emotional distress, humiliation, anxiety, and mental anguish, in an amount to be proven at trial.

COUNTERCLAIM COUNT II

ASSAULT

~~6.57.~~ ~~Mr.~~ Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~7.58.~~ Upon waking in his own darkened bedroom ~~to~~ ~~Jarratt~~ discover~~ed~~ Copley in his bed and in immediate proximity to his person, which discovery ~~Mr.~~

~~Jarratt was~~ placed Jarratt in reasonable apprehension of immediate, continuing, and further offensive and unwelcome physical contact by Copley.

~~8.59.~~ Copley's conduct—remaining in Jarratt's bed in immediate proximity to his person after he awoke—was intentional and constituted assault under Georgia law.

~~9.60.~~ As a direct and proximate result of Copley's assault, ~~Mr.~~ Jarratt has suffered damages, including emotional distress, fear, anxiety, and mental anguish, in an amount to be proven at trial.

COUNTERCLAIM COUNT III

FRAUD

~~10.61.~~ ~~Mr.~~ Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~62.~~ Copley made false representations of material fact to Jarratt, including the following:

- a. Between about September 2025 and January 2026, in the parties' oral and written communications, Copley repeatedly represented to Jarratt that funds he contributed to Project OneLight would be used to advance Project OneLight's charitable mission and programming for nonspeaking autistic individuals and their families; and

~~11.~~ On January 19, 2026, during a videoconference attended by Mr. Jarratt,

Copley, and others, Copley presented a proposed budget of approximately \$100,000 and represented that Mr. Jarratt's contributed funds would be applied to Project OneLight's charitable purposes in accordance with that budget and subject to monitoring by Project OneLight's volunteer accountant, Steven Li.~~As set forth with particularity above, between September 2025 and January 20, 2026, Copley falsely represented to Mr. Jarratt—including in the parties' written communications and during the January 19, 2026 budget videoconference—that funds Mr. Jarratt contributed would be used to advance OneLight's charitable mission and programming for nonspeaking autistic individuals and their families, in accordance with a budget subject to monitoring.~~

b. Copley's representations were false when made.

63. Copley's representations were false when made. At the time she made them, Copley did not intend to apply Mr. Jarratt's contribution to Project OneLight's charitable purposes; she instead intended to divert a substantial portion of the contribution to herself, to Chad, and to her personal benefit. Copley's present intent not to perform is shown by, among other things: her pre-solicitation research into Mr. Jarratt's wealth; her contemporaneous statements to Ms. Graves that she intended to “take [Mr. Jarratt] for [his] money,” that she

“wanted to go in business with [Mr. Jarratt] and not give money to the kids,”
that she “could get [Mr. Jarratt] to approve anything,” and that Mr. Jarratt “was
the ticket” to getting rich; and her diversion of the contributed funds to her
personal use within days of receiving them.

~~12. Copley intended at the time to divert a substantial portion of Mr. Jarratt’s~~
~~contribution to herself, Chad, and her personal benefit—as she stated to Ms.~~
~~Graves, she intended to “take [Mr. Jarratt] for [his] money,” she “could get~~
~~[him] to approve anything,” and he “was the ticket” to getting rich.~~

~~13. Copley knew her representations were false when she made them, or made~~
~~them with reckless disregard for their truth, and made them with the intention~~
~~of inducing Mr. Jarratt to part with his money.~~

14.64. ~~Mr.~~ Jarratt reasonably and justifiably relied on Copley’s
representations, including because Copley presented a written budget, agreed
to accountant monitoring, and held OneLight out as a charitable initiative for
vulnerable children, and because Copley had cultivated ~~Mr.~~ Jarratt’s trust over
months of communications.

15.65. ~~Mr.~~ In reliance on Copley’s misrepresentations, ~~Mr.~~ Jarratt caused
\$88,000 to be wired to OneLight on or about January 20, 2026, and extended
an additional personal loan of approximately \$15,000.

~~16.66.~~ 16.66. -Copley thereafter diverted the funds as set forth above — including at least \$16,150 in direct transfers to herself, approximately \$15,800 to or for Chad, and the concealed arrangement by which a OneLight “payroll” payment was split so that approximately \$3,400 would be secretly held in a third party’s savings account for Copley’s personal use — leaving approximately \$12,025 of the \$88,400.

~~17.67.~~ 17.67. -Copley’s conduct constitutes actual fraud and fraudulent inducement under Georgia law, including O.C.G.A. §§ 51-6-1 and 51-6-2.

~~18.68.~~ 18.68. -As a direct and proximate result of Copley’s fraud, Mr. Jarratt has been damaged in an amount to be proven at trial, but not less than \$103,000, together with consequential damages.

COUNTERCLAIM COUNT IV

DEFAMATION / DEFAMATION PER SE

~~19.69.~~ 19.69. Mr. Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~20.70.~~ 20.70. -Copley published to multiple third parties false statements of fact accusing Mr. Jarratt of sexually assaulting her, including the statements identified in Counterclaim Paragraphs ~~38~~41 through ~~44~~41 above.

~~21.71.~~ 21.71. -Copley’s statements were false, were of and concerning ~~Mr.~~ Jarratt, and were understood by their recipients to accuse ~~Mr.~~ Jarratt of serious

criminal conduct.

~~22.72.~~ Copley's statements impute to Mr. Jarratt a crime punishable by law — including sexual battery — and are defamatory per se under Georgia law, including O.C.G.A. §§ 51-5-1 and 51-5-4.

~~73.~~ Copley's statements were not privileged. In the alternative, to the extent any qualified or conditional privilege could otherwise attach, Copley forfeited it because she acted with actual and private malice- and because her publication exceeded the scope of any such privilege.

~~23.74.~~ —~~she~~Copley knew her accusations were false when she made them.— and because her publication exceeded the scope of any such privilege.

~~24.75.~~ Copley published the statements intentionally and maliciously, to harm Mr. Jarratt's reputation, to isolate him from the parties' shared community, to deflect attention from her own misconduct, and to gain leverage over him.

~~25.76.~~ Because Copley's statements are defamatory per se, damage to ~~Mr.~~ Jarratt is presumed.

~~26.77.~~ As a direct and proximate result of Copley's defamation, ~~Mr.~~ Jarratt has suffered presumed and actual damages, including reputational injury, humiliation, emotional distress, and injury to his professional, philanthropic, and personal standing, in an amount to be proven at trial.

~~27.78.~~ Copley's defamatory statements entitle ~~Mr.~~ Jarratt to presumed

damages, compensatory damages, punitive damages, and expenses of litigation.

~~COUNTERCLAIM COUNT V~~

~~CONVERSION (O.C.G.A. § 51-10-1)~~

~~28. Mr. Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.~~

~~29. Mr. Jarratt delivered to Copley, individually in Copley's purported representative capacity for OneLight six figures in funding ("Restricted Donation").~~

~~30. Mr. Jarratt delivered the Restricted Donation to Copley in good faith intending to further efforts beneficial to children with autism.~~

~~31. Mr. Jarratt's restriction on the use of the Restricted Donation was expressly communicated to Copley.~~

~~32. The Restricted Donation was, at all times, required to be held for and applied only to OneLight to serve its purported mission.~~

~~33. Mr. Jarratt retained a legal interest in the Restricted Donation to the extent that Copley did not apply it to the Restricted Purpose.~~

~~34. Under Georgia law, funds delivered with a Mr. Jarratt's imposed restriction may not be diverted to any other use, and Copley acquired no right of ownership in funds she failed to devote as required.~~

~~35. Copley personally took possession, custody, and control of the Restricted~~

~~Donation and knowingly and intentionally diverted some or all of it to Copley's own personal use. (Copley's exclusive knowledge will be developed in discovery).~~

~~36. Each such diversion constituted a distinct act of dominion wrongfully asserted by Copley over the Restricted Donation in denial of, and inconsistent with, Mr. Jarratt's right to have the Restricted Donation properly applied.~~

~~37. Copley personally took part in, specifically directed, participated in, and cooperated in each such diversion and is personally liable for the resulting tort. See O.C.G.A. § 14-3-831 (officer who takes part in, directs, or participates in a corporate tort is personally liable).~~

~~38. Copley is not shielded by O.C.G.A. § 51-1-20 because Copley's conduct constitutes willful and wanton misconduct expressly excluded from that immunity, and because Copley did not act in good faith within the scope of any lawful official duty.~~

~~39. Mr. Jarratt made written demands to Copley that Copley cease all personal use of the Restricted Donation.~~

~~40. Copley has refused, failed, and neglected to return the diverted funds or to render any accounting, and continues to retain the diverted Restricted Donation and its traceable proceeds in defiance of Mr. Jarratt's rights. In the alternative, any further demand would be futile because Copley has already dissipated the~~

~~funds for personal use and has denied Mr. Jarratt's right to their return.~~

~~41.Mr. Jarratt has title to, and the right to immediate possession of, the diverted portion of the Restricted Donation and its traceable proceeds.~~

~~42.Copley's diversion of the Restricted Donation satisfies each element of conversion under Georgia law: Mr. Jarratt holds title to or the right of possession of the specific, identifiable Restricted Donation to the extent not devoted to the Restricted Purpose. Copley took, and retains, actual possession, eustody, and control of the Restricted Donation and its traceable proceeds. Mr. Jarratt demanded return. Copley has refused to return the Restricted Donation.~~

~~43.As a direct and proximate result of Copley's conversion, Mr. Jarratt has been damaged by the amount of converted funds plus prejudgment interest at the legal rate from the date of each act of conversion, together with the highest proven value of the Restricted Donation and its traceable proceeds between the date of conversion and trial pursuant to O.C.G.A. § 44-12-152, and such additional consequential damages as may be proven at trial.~~

~~44.Copley's conduct evidences willful misconduct, malice, wantonness, and that entire want of care which raises the presumption of conscious indifference to consequences within the meaning of O.C.G.A. § 51-12-5.1(b) and was undertaken with the specific intent to cause harm to Mr. Jarratt within the~~

~~meaning of O.C.G.A. § 51-12-5.1(f), thereby entitling Mr. Jarratt to punitive damages without regard to the statutory cap.~~

~~45. Copley has acted in bad faith in the transactions giving rise to this Counterclaim, has been stubbornly litigious, and has caused Mr. Jarratt unnecessary trouble and expense, entitling Mr. Jarratt to recovery of attorneys' fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11.~~

COUNT VI

PUNITIVE DAMAGES (O.C.G.A. § 51-12-5.1)

~~46.79.~~ ~~Mr.~~ Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~47.80.~~ Copley's conduct set forth above — including her battery and assault of ~~Mr.~~ Jarratt, her premeditated scheme to obtain ~~Mr.~~ Jarratt's money by false representations, her concealment and diversion of charitable funds, and her knowingly false accusations of sexual assault — showed willful misconduct, malice, fraud, wantonness, oppression, and that entire want of care which raises the presumption of conscious indifference to consequences, within the meaning of O.C.G.A. § 51-12-5.1(b).

~~48.81.~~ Copley acted, and failed to act, with the specific intent to cause harm to ~~Mr.~~ Jarratt, such that no statutory cap applies to an award of punitive damages pursuant to O.C.G.A. § 51-12-5.1(f). ~~Mr.~~ Jarratt is entitled to an

award of punitive damages in an amount to be determined by the enlightened conscience of the jury.

COUNTERCLAIM COUNT VII

ATTORNEY'S FEES AND EXPENSES OF LITIGATION

(O.C.G.A. § 13-6-11)

~~49.82.~~ ~~Mr.~~ Jarratt incorporates by reference all foregoing Counterclaim Paragraphs.

~~50.83.~~ Copley has acted in bad faith, has been stubbornly litigious, and has caused ~~Mr.~~ Jarratt unnecessary trouble and expense, entitling ~~Mr.~~ Jarratt to recover his expenses of litigation, including reasonable attorney's fees, pursuant to O.C.G.A. § 13-6-11.

PRAYER FOR RELIEF

WHEREFORE, having fully answered the Complaint and having asserted his Counterclaims, Defendant and Counterclaim-Plaintiff Robert Braxton Jarratt, III respectfully requests that this Court:

1. Enter judgment in favor of Defendant and against Plaintiff on all claims asserted in the Complaint, and dismiss the Complaint with prejudice.
2. Enter judgment in favor of Mr. Jarratt and against Copley on each of Mr. Jarratt's Counterclaims.
3. Award Mr. Jarratt compensatory damages in an amount to be proven at trial,

including not less than \$103,000 on his fraud Counterclaim, together with consequential damages.

4. Award Mr. Jarratt presumed damages on his defamation per se Counterclaim.
5. Award Mr. Jarratt punitive damages pursuant to O.C.G.A. § 51-12-5.1.
6. Award Mr. Jarratt his expenses of litigation, including reasonable attorney fees, pursuant to O.C.G.A. § 13-6-11 and as otherwise permitted by law.
7. Award pre-judgment and post-judgment interest as allowed by law, and costs of this action; and
8. Grant such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Pursuant to Fed. R. Civ. P. 38, Defendant and Counterclaim-Plaintiff Robert Braxton Jarratt, III demands a trial by jury on all issues so triable, including all issues raised by the Complaint and by his Counterclaims.

Dated: September 22, 2026

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LOCAL RULE 7.1(D) CERTIFICATE OF COMPLIANCE

Under Local Rule 7.1(D), the undersigned counsel certifies that she prepared the foregoing document in Times New Roman, 14-point font, one of the fonts and point selections that Local Rule 5.1(C) approves.

Dated: September 22, 2026

/s/ C. Celeste Creswell

C. Celeste Creswell

CERTIFICATE OF SERVICE

I certify that on this ~~22nd~~^{27th} day of ~~August~~September, 2026, I electronically filed the foregoing **DEFENDANT ROBERT BRAXTON JARRATT, III'S ~~FIRST-SECOND~~ AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO PLAINTIFF'S COMPLAINT** with the Clerk of Court using the CM/ECF system, which will send electronic notice of the filing to all counsel of record.

Dated: September 22, 2026

/s/ C. Celeste Creswell
C. Celeste Creswell