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14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

15 IN AND FOR THE COUNTY OF WASHOE

16 DRAGONFLY ENERGY CORP., a Nevada
corporation,

18 Plaintiff,

19 vs.

20 WILLIAM ERROL PROWSE IV, an individual,
and PROWSE PUBLICATIONS LLC, a Nevada
21 limited liability company,

22 Defendants.
23

24 **COMPLAINT**

25 **(JURY TRIAL DEMANDED)**

26 ***(EXEMPTION FROM ARBITRATION PURSUANT TO NAR 5(a)***
27 ***ACTION SEEKING EQUITABLE OR***
28 ***EXTRAORDINARY RELIEF)***

Plaintiff Dragonfly Energy Corporation (“**Dragonfly**”), by and through its undersigned

1 counsel of record, hereby complains and alleges against Defendant William Errol Prowse IV and
2 Prowse Publications LLC (“**Defendants**” or “**Prowse**”) as follows:

3 INTRODUCTION

4 Quality, innovation, and safety are desirable characteristics for a company, but they are not
5 clickbait. Fear, danger, and negativity are far more likely to drive YouTube views, engagement,
6 and the corresponding revenue from advertising and affiliate commissions. Prowse, a successful
7 DIY-influencer, knows this well as his highly profitable business model depends on it. After all, as
8 Prowse himself has admitted, “[w]henever a product fails, I can link higher quality products down
9 below with affiliate links. And then I make more money.” And beginning in August of 2025, Prowse
10 unleashed his business model on Dragonfly to devastating effect.

11 Dragonfly is a Nevada-based lithium battery technology company headquartered in Reno.
12 Through its Battle Born® brand, Dragonfly designs, assembles, and supports lithium iron
13 phosphate ("LiFePO4") batteries and power systems for recreational vehicles, marine, off-grid,
14 industrial, and heavy-duty trucking applications. In the fourteen years since its establishment,
15 Dragonfly has emerged as an industry leader for its innovative design and the safety and reliability
16 of its Battle Born Batteries®. Dragonfly has achieved multiple listing certifications from Nationally
17 Recognized Testing Laboratories (NRTL), which require the batteries to pass rigorous safety and
18 technical tests.

19 Certain models of Battle Born Batteries® include an innovative mechanism that is designed
20 to prevent the batteries from causing a fire due to thermal runaway, *i.e.*, a thermal protection fail-
21 safe. When the positive terminal post experiences a significant thermal event (such as heat caused
22 by an external short, loose connection, or undersized wiring), the polymer around the post will
23 soften. That softening allows the terminal connection to loosen and the battery to become
24 inoperable, thus interrupting the electrical path and reducing the risk of heat conduction to and
25 between the cells. And it works—after nearly ten years on the market, Dragonfly has never received
26 a report of a fire caused by the thermal protection fail-safe.

27 This innovative design (and others) has become Prowse’s target. For over six years, Prowse
28 was a fan of Dragonfly’s Battle Born Batteries®. Prowse used to endorse Dragonfly’s products; he

1 deconstructed and examined a Battle Born® battery on video; he toured Dragonfly's Reno facility
2 and viewed the entire assembly process; he interviewed Dragonfly's CEO on video; and he earned
3 over \$200,000 in advertising revenue and commissions from the sale of Battle Born Batteries®
4 through his affiliate links. Despite this background and knowledge, beginning in August 2025,
5 Prowse began using his DIY Solar Power Forum to solicit allegedly defective Battle Born batteries,
6 elevate alarmist claims, and develop an increasingly hostile narrative about Dragonfly and its
7 products. On September 5, 2025, Prowse opened a thread targeting Dragonfly's public-company
8 stock price. By December 2025, the campaign had escalated into a series of YouTube videos, forum
9 posts, comment-section publications, thumbnails, video titles, pinned comments, and social-media
10 posts.

11 At the crux of Prowse's claims lies the allegation that Dragonfly's thermal protection fail-
12 safe is a dangerous safety hazard because, as he contends, the positive terminal post is coming loose
13 and causing the batteries to overheat. In video after video, Prowse presented pre-damaged batteries,
14 batteries with the structural lid removed, repeated back-to-back cycling, aggressive current
15 demands, and other intentionally destructive conditions as "proof" of his theory. But his proof is
16 belied by the facts. For example, as Prowse knows, a loose positive terminal post is not evidence
17 that the battery is defective. It is evidence that the thermal protection fail-safe has responded to
18 overheating that had already occurred.

19 When Dragonfly issued detailed, technical public statements explaining the technology
20 behind the thermal protection fail-safe, Prowse dismissed the information and accused the company
21 of lying. Prowse continues to create videos mocking the company and disparaging its products,
22 and his campaign against Dragonfly now extends far beyond his original alleged concerns about
23 overheating positive terminal posts to include wide-ranging attacks on all batteries sold by
24 Dragonfly.

25 The resulting harm from Prowse's campaign has been direct and substantial. Prowse's
26 publications remain live, indexed, and visible in branded search results, which means that
27 consumers who research Dragonfly's Battle Born Batteries® encounter statements such as
28 "Dangerous," "Major Safety Issue," and "Almost Exploded!" at the point of purchase consideration.

1 Dragonfly has experienced measurable disruption to retail sales, dealer sales and relationships,
2 OEM opportunities, brand ambassador relationships, customer support operations, trade-show
3 interactions, and market reputation as a direct result of Prowse's actions.

4 It is apparent that without court intervention, Prowse's lies and the resulting harm to
5 Dragonfly will continue unabated. Prowse said as much in an April 2, 2026, post to his 450,000+-
6 member Facebook group: "*I will continue to make videos until they actually admits[sic] that there*
7 *is an issue and fix it.*" Dragonfly brings this action to correct the record, recover the damages caused
8 by Prowse's false and disparaging statements, and stop the harm it continues to experience from
9 this intentionally, maliciously false and destructive campaign.

10 PARTIES

11 1. Plaintiff Dragonfly is a Nevada corporation with its principal place of business in
12 Reno, Nevada.

13 2. Defendant Prowse is an individual who resides in Clark County, Nevada.

14 3. Defendant Prowse Publications LLC is a Nevada limited liability company
15 headquartered in Clark County, Nevada.

16 JURISDICTION AND VENUE

17 4. Jurisdiction is proper in Nevada as Defendant Prowse resides and conducts ongoing
18 business in the State of Nevada and Defendant Prowse Publications LLC is a Nevada limited
19 liability company.

20 5. Venue is appropriate in this Court under Nevada Revised Statutes chapter 13 based
21 on Defendants' conduct and obligations incurred by Defendants' through their relationship with
22 Dragonfly.

23 FACTUAL ALLEGATIONS

24 ***I. Dragonfly: A Pioneering Battery Company Rooted in Nevada.***

25 6. Dragonfly was founded by Dr. Denis Phares, a Caltech Ph.D., a University of
26 Nevada, Reno graduate and former tenured professor of Aerospace & Mechanical Engineering at
27 the University of Southern California. With a background in physics and engineering, Dr. Phares
28 brought his expertise and vision to Reno, Nevada where he founded Dragonfly in 2012.

1 7. Dragonfly is an industry-leading lithium battery technology company, specializing
2 in lithium cell manufacturing, battery pack assembly, and full system integration. All of
3 Dragonfly’s manufacturing and customer support is in the United States, with its headquarters and
4 manufacturing facility based in Reno, Nevada.

5 8. At its roughly 400,000 square foot facility in Reno, Dragonfly leverages its own
6 patented technologies to design and assemble lithium battery packs and power systems for a wide
7 range of applications.

8 9. Its flagship products are lithium-ion battery packs sold under the Battle Born®
9 brand. Intended for use in recreational vehicles, heavy duty trucking, off grid residential, marine,
10 and other similar applications, Battle Born Batteries® contain several innovative features and
11 technological advancements that make them efficient, reliable, powerful, and safe.

12 10. Dragonfly sells its Battle Born Batteries® through three primary channels: directly
13 to end-consumers like RV and boat owners; through retailers who stock the products in their stores;
14 and to original equipment manufacturers (“OEMs”) like Airstream for installation as standard or
15 optional equipment in their vehicles.

16 11. Dragonfly also contracts with brand ambassadors to market their products via
17 YouTube, Facebook, Instagram, and TikTok, among other digital platforms. The brand
18 ambassadors market the products by creating posts and videos about their experience with the
19 product.

20 12. Dragonfly has experienced rapid growth and market success, and has sold over
21 400,000 batteries since 2014, when it introduced its first deep cycle lithium-ion battery.

22 ***II. Battle Born Batteries®: Safety and Innovation.***

23 13. Through their engineering and research and development teams, Dragonfly has
24 pioneered and implemented technological advancements to increase the safety, reliability, and
25 longevity of its batteries. Dragonfly’s Battle Born Batteries® are renowned for their cutting-edge
26 design and safety features.

27 14. Battle Born Batteries® use LiFePO4 chemistry, which is widely recognized for
28 greater thermal stability than many other lithium-ion chemistries. Battle Born batteries also use

1 cylindrical cells, an architecture that provides multiple layers of individual cell containment and
2 thermal management. These design choices are central to Dragonfly's safety-by-design approach.

3 15. Battle Born Batteries® are subject to extensive internal and third-party testing.
4 Dragonfly has achieved third-party safety certifications and listings, including ETL listing by
5 Intertek (a Nationally Recognized Testing Laboratory) to UL 2054 and IEC 62133 standards for
6 relevant product architecture. This includes its 100Ah battery, which repeatedly and consistently
7 passed the standard's most severe short-circuit test, known as a Single Fault Short Circuit Test, due
8 to the presence of a thermal protection fail-safe (described in detail below). Dragonfly's safety
9 record is further supported by more than a decade of field experience, warranty data, and hundreds
10 of thousands of batteries deployed in real-world applications.

11 16. One safety feature, which is of particular relevance to this lawsuit, is employed in
12 the Battle Born® 100 amp-hour 12-volt batteries. As with all battery technologies, lithium-ion
13 batteries can carry risks if misused, improperly installed, damaged, or operated outside
14 recommended specifications, including the risk of heat-related damage or fire. For example, loose
15 or corroded terminal connections, undersized wiring, and other external factors can cause
16 dangerously high temperatures in the batteries, which can damage the battery components and
17 greatly increase the risk of a thermal event. Battle Born® 100 amp-hour 12-volt batteries contain a
18 thermal protection fail-safe that protects against runaway thermal events that could result from
19 overheating of the positive terminal post.

20 17. The thermal protection fail-safe is deceptively simple. The positive terminal post,
21 which is made of brass, connects to an aluminum post inside the battery. The aluminum post fixes
22 the brass terminal against a polymer layer that is sandwiched between the brass terminal and the
23 copper bus bar. The brass terminal is also fixed to the lid of the battery with high-temperature epoxy
24 after the aluminum bolt is tightened. Current flows from the brass terminal through the aluminum
25 bolt to the copper bus bar.

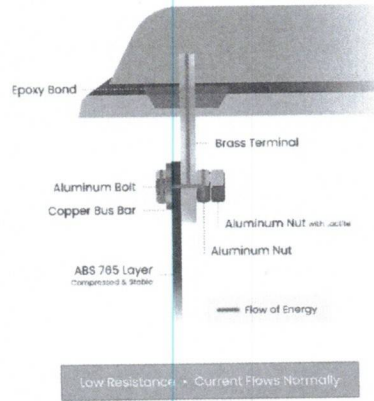
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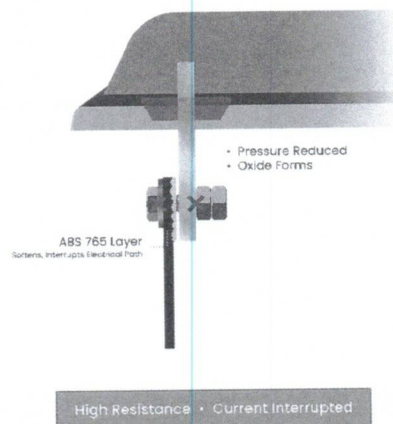
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Normal Operating State



18. If the brass terminal post overheats, the polymer used to hold the post in place will soften and cause the post to become loose. When the post loosens, the connection between the post and the cell stack will eventually increase in resistance and the battery will stop working. When this happens, the risk of thermal runaway and any corresponding risk of heat damage or fire is abated. A loose brass terminal post is what prevents prolonged heat conduction to the cells and is the intended result if the terminal post of the battery overheats. In essence, these batteries contain a “fail-safe” – they fail safely when the positive terminal post overheats.

Interrupt State



1 19. A critical feature of the thermal protection fail-safe is the lid. When the lid is
2 removed from a Battle Born® 100 amp-hour 12-volt battery and the positive terminal post is no
3 longer properly secured, one of the structural components of the fail-safe is eliminated and the fail-
4 safe mechanism does not operate as designed.

5 20. Another critical characteristic is the polymer used: PA-765 ABS plastic material. It
6 has special characteristics that make it ideal for this application because it is high-modulus (rigid),
7 low-creep (less likely to slowly deform over time), highly resistant to temperature fluctuations, and
8 flame-retardant. As a result, it will only soften enough to trigger the fail-safe when it is exposed to
9 a significant thermal event, such as an overheated positive terminal post.

10 21. Importantly, the presence of a loose positive terminal post after a thermal event is
11 evidence that the batteries are functioning as designed and providing the level of safety intended.
12 That is, the loose positive terminal is not the cause of overheating; it is the consequence.

13 ***III. Prowse, a Successful DIY Solar Influencer.***

14 22. Defendant Prowse is a well-known figure in the do-it-yourself solar power world.

15 23. He owns and operates the website diysolarforum.com, which has over 165,000
16 members and functions as an online forum for individuals interested in solar powered solutions.
17 Prowse also operates a Facebook group, which has over 450,000 members.

18 24. Additionally, Prowse runs a channel on YouTube called “DIY Solar Power with
19 Will Prowse,” which was created in 2007 and has over 1,100,000 subscribers. This YouTube
20 channel contains over 500 videos created by Prowse that contain educational and instructional
21 information regarding solar power solutions, as well as reviews of various solar-related products,
22 including lithium-ion batteries that can be used in such applications. Collectively, Prowse’s videos
23 have over 152,000,000 views.

24 25. On information and belief, Prowse runs his business operations through, and is an
25 employee of, Prowse Publications LLC.

26 26. All of Prowse’s actions as alleged herein fall within the scope of his employment at
27 Prowse Publications LLC, such that the company may be held liable for his actions.

28 27. Prowse Publications LLC, is further liable for Prowse’s intentional conduct because

1 Prowse's conduct giving rise to liability was not a truly independent venture by Prowse; was
2 committed in the course of tasks assigned to Prowse in his role at Prowse Publications LLC; and
3 the harm and injury resulting from Prowse's conduct was reasonably foreseeable under the facts
4 and circumstances, considering the nature and scope of Prowse's employment.

5 28. Prowse holds himself out as a technical expert in DIY solar power, who provides
6 video and written content intended to educate individuals regarding the design and installation of
7 off-grid solar power systems. Prowse also creates video content wherein he tests lithium batteries,
8 solar charge controllers, and inverters, at times disassembling the products as part of his testing and
9 investigative work.

10 29. Prowse frequently represents that his reviews and investigations are honest,
11 accurate, and reliable. However, on information and belief, Prowse has no formal training or
12 education in battery design or engineering, or any related scientific fields relevant to the design or
13 manufacture of lithium-ion batteries.

14 30. Like many influencers, Prowse earns revenue through YouTube advertising, paid
15 reviews or product-related arrangements, forum advertising, and affiliate links. Affiliate links are
16 monetized links through which Prowse earns commissions when viewers purchase linked products.

17 31. For example, in September 2025, Prowse published a Terms and Conditions
18 document to his DIY Solar Forum that contains a fee schedule for product review videos and
19 product consultations, with video fees ranging from \$12,000 to \$20,000.

20 32. Prowse requires all companies that pay him to test a product to also participate in
21 his affiliate program, with published commission rates for battery companies varying from 6% to
22 15%. Prowse acknowledges that approximately 90% of his income comes from affiliate program
23 sales, and that he makes an average of \$144,000 per month from affiliate commissions.

24 33. Prowse is also transparent about what generates the most revenue for him and has
25 explained that "[i]f your product fails miserably, I will list my own affiliate links to higher quality
26 products below your video." In other words, according to Prowse, "[w]henver a product fails, I
27 can link higher quality products down below with affiliate links. And then I make more money.
28 Sometimes I make a video and I find a lot of things wrong and nobody wants to buy that product

1 anymore. And then the company pretty much disappears.”

2 34. From January of 2019 to October of 2025, Prowse had an affiliate relationship with
3 Dragonfly, and periodically featured Battle Born Batteries® on his YouTube channel. Dragonfly
4 paid Prowse over \$176,000 in commissions over seven years pursuant to that affiliate relationship.

5 35. In addition, Dragonfly paid Prowse \$30,000 for banner advertising on Prowse’s
6 forum in 2024 and 2025.

7 36. Prowse is very familiar with the technology and design behind Battle Born
8 Batteries®, including the thermal protection fail-safe described above.

9 37. In November of 2019, Prowse posted a video he created where he conducted a
10 physical evaluation of a Battle Born® BB10012 battery. In that video, he removed the lid and case
11 of the battery and examined the internal architecture, including the battery management system,
12 busbar construction, and cylindrical cells. At that time, he praised the architecture and stated: "This
13 passes all of the tests. Okay, Finally, we have a good battery. I can actually recommend it."

14 38. Battle Born® was unaware of Prowse’s evaluation and investigation prior to posting
15 of the video, and the company did not pay Prowse to create the video.

16 39. In January 2020, Prowse visited Dragonfly’s Reno facility for approximately two
17 days, at Dragonfly’s expense. During that visit, Dragonfly provided Prowse with detailed
18 information about the company’s manufacturing process, battery architecture, BMS design, thermal
19 behavior, and safety features. Dr. Phares personally educated Prowse on technical aspects of the
20 batteries, including the distinction between cell-level and pack-level safety certifications and the
21 functionality of the thermal protection fail-safe design.

22 40. Prowse also interviewed Dr. Phares, the CEO of Dragonfly, and later posted a video
23 of the interview. The video contained detailed technical discussions about BMS architecture,
24 temperature cutoffs, lithium chemistry, and thermal safety.

25 41. Prowse continued to have a positive relationship with the company and regular
26 communications with its CEO, including texting and speaking with Dr. Phares as recently as July
27 of 2024.

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1 **IV. Prowse’s Campaign Against Battle Born®.**

2 42. In August of 2025, Prowse began posting negative comments about Battle Born®
3 and its batteries on his DIY Solar Forum. He also began asking his forum members to send him
4 defective or failed Battle Born Batteries®.

5 43. In September of 2025, Prowse opened a forum thread on his DIY Solar Forum
6 questioning Dragonfly’s public-company stock price. In it, he stated: “I am not stock trading expert,
7 but this looks bad” and “I can’t imagine sales volume being very high. Does anyone know what’s
8 going to happen next? I haven’t talked to them in years.”

9 44. In response to the growing negativity about Battle Born® from Prowse on his social
10 media channels, Dragonfly deactivated Prowse’s Battle Born® affiliate link in October 2025.

11 45. In December 2025, Prowse began a YouTube video campaign against Dragonfly
12 and its Battle Born Batteries®. Between December 2025 and the filing of this Complaint, Prowse
13 published at least eleven YouTube videos targeting Dragonfly and Battle Born Batteries®. As of
14 May 27, 2026, those videos collectively had more than 1.78 million views.

15 46. Throughout the video campaign, which is still ongoing and detailed below, Prowse
16 makes repeated false statements about Battle Born Batteries®, asserting that the batteries are
17 defective and constitute severe safety risks.

18 47. Given Prowse’s in-depth knowledge of Battle Born Batteries®, which he gained
19 through his relationship with Dragonfly, Prowse knows his statements are false or, at minimum, he
20 is making these statements with reckless disregard for the truth.

21 48. Prowse’s false statements are intentionally designed to animate consumer concerns
22 and increase engagement with his videos for personal gain, and are based on flawed, invalid, and
23 sensationalized “testing” protocols.

24 49. Prowse is financially incentivized to continue posting these false, sensationalized
25 videos, as these videos generate significant views and revenues for Prowse because he places
26 competitor lithium battery brand affiliate links in the descriptions of his videos attacking Battle
27 Born®.

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1 **V. Prowse Posts Eleven (To Date) False, Defamatory Videos.**

2 **A. The December 9, 2025, Video**

3 50. On December 9, 2025, Prowse posted a video on his YouTube channel titled
4 “Battleborn 12V Battery: Major Safety Issue” (hereinafter the “**December 9, 2025, Video**”).¹

5 51. The December 9, 2025, Video is generally accessible to the public via YouTube. As
6 of May 27, 2026, it had over 158,000 views and over 1,200 comments.

7 52. The thumbnail for the December 9, 2025, Video displays the word "Dangerous" in
8 large bold text over a disassembled Battle Born battery.

9 53. Prowse states that he made the December 9, 2025, Video in response to reports that
10 Battle Born Batteries’® positive terminal posts were overheating.

11 54. In the video, Prowse examines a Battle Born® battery sent to him by an individual.
12 On information and belief, the battery had been in use for over 8 years. The battery examined by
13 Prowse had already experienced an unknown thermal event which caused overheating at the
14 terminal post.

15 55. After cutting the lid off the battery to inspect the interior of the battery and
16 attempting to charge the battery himself, Prowse asserts that “it got so hot, it melted the plastic cell
17 holders.” Prowse also claims the positive terminal post had become loose, causing the Battery to
18 “totally disconnect power.”

19 56. Based on the melted polymer and loose positive terminal, and after conducting what
20 he intentionally misrepresents as scientific testing, Prowse makes the following false and
21 disparaging statements:

22 a. *“Major Safety Issue.”*

23 b. *“Over time it works itself loose, especially for mobile applications.”*

24 c. *“[I]f you have one of these, take it out of your system. This is not safe to
25 use.”*

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28 ¹ The December 9, 2025, Video is available at
<https://www.youtube.com/watch?v=XP2yPY57Wjc>.

1 d. *“There is no solution. You need to remove this from your system. This is not*
2 *safe to use.”*

3 57. Contrary to Prowse’s repeated and false assertions in the December 9, 2025, Video
4 that the battery is unsafe, the melting of the polymer within the battery after a thermal event, which
5 loosens the positive terminal and disconnects the power, is not a dangerous design flaw. Instead,
6 this is precisely what the battery was designed to do when the positive terminal post overheats. The
7 loose positive terminal post in the battery in the video was a consequence of a thermal event that
8 occurred before Prowse received the battery.

9 58. Among other shortcomings, Prowse’s “testing” in the December 9, 2025, Video is
10 flawed and invalid because Prowse (1) performed the “testing” on a pre-damaged battery; (2) cut
11 off the battery’s lid, thereby removing a vital structural constraint; and (3) charged the unit at ~2x
12 rated current. He then relies on this dubious “testing” to draw false conclusions.

13 59. Prowse’s statements in the December 9, 2025, Video regarding the safety and
14 efficacy of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

15 ***B. The December 11, 2025, Video***

16 60. On December 11, 2025, Prowse posted another video regarding Dragonfly titled,
17 “Battleborn Batteries Responds! Their Overheating Device is a ‘Feature’ not a ‘Problem’??” (the
18 “**December 11, 2025, Video**”).²

19 61. The December 11, 2025, Video is generally accessible to the public via YouTube.
20 As of May 27, 2026, it had over 245,000 views and over 3,000 comments.

21 62. In the December 11, 2025, Video, Prowse discusses a response that a Dragonfly
22 employee provided to an individual after the individual reached out to Dragonfly in response to
23 Prowse’s December 9, 2025, Video.

24 63. In the video, Prowse identifies the Dragonfly employee and reads the Dragonfly
25 employee’s explanation, quickly dismissing it out of hand.

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28 ² The December 11, 2025, Video is available at
<https://www.youtube.com/watch?v=7fD3yaRvp3o>.

1 64. Prowse then attempts to show that the fail-safe did not work properly by charging a
2 Battle Born® battery at double the maximum charge rate listed in the specifications sheet (nearly
3 95 amps instead of 50 amps). The battery shown in the video had already experienced a thermal
4 event, and the lid was cut off. As a result, the polymer holding the positive terminal post had already
5 begun to soften (although the fail-safe mechanism had not yet fully disabled the battery), and a
6 critical structural component of the fail-safe had been removed.

7 65. Based on his flawed attempt to charge the battery, Prowse incorrectly concludes the
8 fail-safe was ineffective.

9 66. Prowse makes the following false and disparaging statements in the video:

- 10 a. *“Having intermittent failure and disconnect is not a fail-safe mechanism;
11 that is a failure.”*
- 12 b. *“The overcurrent protection device is not disconnecting anything.”*
- 13 c. *“If a laboratory is passing this as an overcurrent protection device, they
14 need to be investigated. This is not disconnecting. It is not.”*
- 15 d. *“This is 100% an issue! To say that this is a safety feature is wild to me.”*
- 16 e. *“[Dragonfly’s] logic is if this plastic melts a lot, it will disconnect it because
17 it has a bad connection. That bad connection is the problem. It is not
18 disconnecting. It’s creating a bad connection which causes things to get
19 hot.”*
- 20 f. *“Next they say it works as a sacrificial barrier that takes the heat event on
21 behalf of the cells. Again false.”*
- 22 g. *“This is not an overcurrent protection device, and if a lab certified this and
23 said that it conforms to a standard, I question that. I think they should be
24 investigated.”*

25 67. Prowse’s statements in the December 11, 2025, Video regarding the safety and
26 efficacy of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

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1 C. *The December 20, 2025, Video*

2 68. On December 20, 2025, Prowse posted another video regarding Dragonfly titled, “A
3 NEW Issue?! Battleborn Cycle Testing!” (the “**December 20, 2025, Video**”).³

4 69. The December 20, 2025, Video is generally accessible to the public via YouTube.
5 As of May 27, 2026, it had over 139,000 views and 850 comments.

6 70. In the video, Prowse purports to “cycle test” a new Battle Born® battery by charging
7 it then immediately discharging it.

8 71. Prowse claims that he “found a new problem” when cycling the battery seven times.
9 Prowse states that the battery would only pull full capacity after giving the battery time to rest
10 within cycles, but when cycling the battery back-to-back, the battery did not pull full capacity.

11 72. Contrary to Prowse’s claim that he is documenting “a new problem,” the behavior
12 documented—BMS thermal protection activating during back-to-back high-rate cycling—is a
13 normal intended protective function of the battery management system, not a defect.

14 73. Prowse’s statement that “we have a new problem” in Battle Born Batteries® is false,
15 disparaging, and misleading.

16 74. The December 20, 2025, Video further demonstrates Prowse’s use of non-standard,
17 abusive “testing” to draw false, inaccurate conclusions.

18 75. For example, in the video, Prowse conflates BMS high-temperature protective
19 shutdown with a cycle life failure, then measures it against the 3,000–5,000 cycle rating to make it
20 sound catastrophic. Cycle life ratings — as defined under IEC 61960 — specify cycles to a defined
21 capacity threshold under standard conditions with appropriate rest periods and thermal stabilization
22 between cycles. Prowse did not use standard conditions, including failing to allow thermal
23 stabilization between cycles, and instead forced the BMS thermal protection features to activate. In
24 short, the battery in the video did not fail; it protected itself exactly as designed.

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28 ³ The December 20, 2025, Video is available at
<https://www.youtube.com/watch?v=m5qQYGLi4B8>.

1 76. Prowse’s statements in the December 20, 2025, Video regarding the safety and
2 efficacy of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

3 **D. The January 8, 2026, Video**

4 77. Prowse posted another video to his YouTube channel with a Battle Born® battery
5 on January 8, 2026 (“**January 8, 2026, Video**”). The Video is titled “Battleborn Battery Melted?!
6 🔥 🔥 New Problem!”⁴

7 78. The January 8, 2026, Video is generally accessible to the public via YouTube. As
8 of May 27, 2026, it had over 154,000 views and over 2,000 comments.

9 79. In the video, Prowse “tests” a Battle Born® battery by running thirty charging cycles
10 on the battery—overheating the battery, letting it cool, then charging it again.

11 80. Prowse notes that *after* the battery overheated, “it would disconnect.”

12 81. When Prowse attempts to charge it again after it overheated and disconnected, he
13 notes that the battery “[would] not charge, and it [would] not charge for more than a second.”
14 Instead, it would “instantly disconnect[.]”

15 82. Prowse’s abuse of the battery resulted in internal and external components of the
16 battery melting.

17 83. Nonetheless, Prowse makes the following false and disparaging statements in the
18 video:

19 a. *“I used the proper sized conductors. I torqued it to the recommended spec.
20 I used the voltage they recommend. And I used under the continuous
21 discharge current and under the continuous charge current. I did everything
22 by the book.”*

23 b. *“This was used within spec on the datasheet.”*

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28 ⁴ The January 8, 2026, Video is available at
<https://www.youtube.com/watch?v=2m7DSCKO-Bo>.

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c. The batteries “can melt and you can get some crazy temperatures that can catch things on fire. Whether or not you abuse them or if you use them as stated with the data sheet, it doesn’t matter.”

84. Prowse’s “testing” in the video is flawed and invalid. The entire video is premised on Prowse’s false statement that he charged and discharged current according to the datasheet, or “by the book”.

85. Prowse did not use the battery according to its specifications. The phrase “continuous current” defines the maximum sustained current under normal operating conditions. It does not include repeated back-to-back maximum-rate charge and discharge cycles without thermal recovery, nor does it override BMS thermal protection behavior or convert destructive stress testing into ordinary use.

86. The results generated by Prowse were produced by non-standard, abusive “testing” i.e., 30 back-to-back maximum-rate cycles with no thermal recovery.

87. Prowse’s statements in the January 8, 2026, Video regarding the safety and efficacy of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

E. The January 30, 2026, Video

88. On January 30, 2026, Prowse posted another video regarding Dragonfly titled, “Own Battleborn Batteries? Watch this! Safety Issue Update” (“January 30, 2026, Video”).⁵

89. The January 30, 2026, Video is generally accessible to the public via YouTube. As of May 27, 2026, it had over 179,000 views and over 1,200 comments.

90. In the video, Prowse claims that he picked up fifteen damaged Battle Born Batteries® with the intent to “find out their failure mechanism.”

91. The video shows Prowse cutting off the lid to several batteries that had already experienced a thermal event and examining them.

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⁵ The January 30, 2026, Video is available at <https://www.youtube.com/watch?v=DUtbnbLpvFk>.

1 92. Prowse makes the following false and disparaging statements throughout the video
2 regarding batteries that had experienced thermal events:

- 3 a. “*[Dragonfly] say[s] it’s a thermal fail-safe, which is the worst design I’ve*
4 *seen in my life because this will cause arcing and it will continue to melt the*
5 *more you use it.”*”
- 6 b. “*The first problem people began to notice was the overheating positive*
7 *terminal, but the negative terminal is even worse.”*”
- 8 c. “*With this design, it’s not if but when it will fail. Having plastic between two*
9 *current carrying conductors is a bad idea.”*”
- 10 d. “*If you even do what the data sheet says, it will melt.”*”
- 11 e. “*And with the rest of the batteries, I’m going to put them in a cycle machine*
12 *and try to melt them. But we will use it as advertised . . . with what the data*
13 *sheet says.”*”

14 93. Prowse’s statements in the January 30, 2026, Video regarding the safety and efficacy
15 of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

16 ***F. The February 7, 2026, Video***

17 94. On February 7, 2026, Prowse posted another video regarding Dragonfly titled,
18 “Battleborn 270Ah Failure! Yikes!” (“**February 7, 2026, Video**”).⁶

19 95. The February 7, 2026, Video is generally accessible to the public via YouTube. As
20 of May 27, 2026, it had over 171,000 views and over 1,500 comments.

21 96. In the video, Prowse examined a 270Ah Battle Born® battery that a viewer sent
22 him. The viewer reported that the battery was having problems. Prowse proceeded to cycle test the
23 battery until failure.

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28 ⁶ The February 7, 2026, Video is available at
https://www.youtube.com/watch?v=_sQqZKIANlk&t=11s.

1 97. Prowse concluded that the design of Battle Born's® 270Ah battery is flawed and
2 that the alleged failures in the 270 amp-hour 12-volt battery and the alleged failures in the 100 amp-
3 hour 12-volt batteries are similar.

4 98. Prowse makes the following false and disparaging statements in the video:

5 a. *"And never was the max continuous current ever exceeded. And when I*
6 *tested it, I tested it within spec as well."*

7 b. *"It's a different design, but it's the same problem . . . This is probably the*
8 *worst design I've uncovered out of all the videos on these batteries."*

9 c. *"This is dangerous. These connections are horrible."*

10 d. *"This is a safety issue. This is a bad design. Everyone agrees."*

11 99. Prowse's "testing" is intentionally misleading. The battery arrived from a viewer
12 who was already experiencing charging problems, making any 'within spec' claim about its
13 condition impossible to verify and the starting condition of the battery unknown.

14 100. Prowse's statements in the February 7, 2026, Video regarding the safety and efficacy
15 of Dragonfly's Battle Born Batteries® are knowingly false and disparaging.

16 **G. The February 28, 2026, Video**

17 101. On February 28, 2026, Prowse posted another video regarding Dragonfly titled,
18 "400A Battery Cycling Machine! What Batteries Should I Test First?! Will Battleborn Survive?"
19 ("**February 28, 2026, Video**").⁷

20 102. The February 28, 2026, Video is generally accessible to the public via YouTube. As
21 of May 27, 2026, it had over 74,000 views and over 1,000 comments.

22 103. In the video, Prowse discusses the battery cycling machine he just purchased, which
23 allows Prowse to charge and immediately discharge batteries.

24 104. Prowse states that he intends to "test" batteries using this machine, including,
25 specifically Battle Born Batteries®.

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28 ⁷ The February 28, 2026, Video is available at
https://www.youtube.com/watch?v=iNlKTxn_vmE.

1 105. Prowse makes the following statements regarding Battle Born Batteries® in the
2 video:

3 a. *“With the Battle Born battery, it took three cycles until it intermittently*
4 *disconnected and it didn’t melt until 30 cycles.”*

5 b. *“From my testing with their other batteries, if you try to draw this for*
6 *multiple times, it will hit high temperature protection. You know we’ll*
7 *disconnect after three cycles.”*

8 106. Both statements are false and misleading because they imply that the Battle Born
9 Batteries® that Prowse previously tested had defective BMS thermal protection activation. This is
10 false because Prowse employed back-to-back maximum-rate cycles with no thermal recovery to
11 achieve his manufactured “test” results, and the BMS system functioned exactly as intended as a
12 result.

13 107. Prowse’s statements in the February 28, 2026, Video regarding the safety and
14 efficacy of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

15 ***H. The March 16, 2026, Video***

16 108. On March 16, 2026, Prowse posted another video regarding Dragonfly titled,
17 “Battleborn Battery Investigation” (“**March 16, 2026, Video**”).⁸

18 109. The March 16, 2026, Video is generally accessible to the public via YouTube. As
19 of May 27, 2026, it had over 147,000 views and over 1,300 comments.

20 110. In the March 16, 2026, Video, Prowse purported to “test out a Battle Born 75 amp-
21 hour battery” by “cycle testing with different amounts of current.”

22 111. The battery Prowse was “testing” disconnected and the fail-safe polymer melted due
23 to Prowse’s abusive cycle “testing.”

24 112. The video also shows Prowse reacting to Battle Born’s® public statement regarding
25 the thermal protection fail-safe for the positive terminal.

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27 _____
28 ⁸ The March 16, 2026, Video is available at <https://www.youtube.com/watch?v=GIE1-hIhbvM>.

1 113. Prowse made the following false and disparaging statements in the video:

- 2 a. “[Dragonfly] is a liability to anybody that buys their products.”
- 3 b. “I can make [melting] happen on any battery any time.”
- 4 c. “This does not work. Having it disconnect multiple times per second is not
- 5 how you make this product work.”
- 6 d. “So, before [Dragonfly] said it was a thermal fail-safe and then we melted
- 7 the whole battery. Well, I have a whole pallet full of batteries and that
- 8 thermal fail-safe did not work. It created a loose connection, and it caused
- 9 more overheating. Overheating is not a design feature, and [Dragonfly] did
- 10 not validate it. It is garbage. It is a bad design.”
- 11 e. “These batteries have uncontrolled arcing and overheating. These need to
- 12 be removed from service.”
- 13 f. “Something else that’s driving me crazy is Battle Born says, ‘oh, it’s to our
- 14 UL standard.’ These batteries conform to a UL standard and it’s tested by a
- 15 third-party lab. They are not UL listed. Which makes me wonder how are
- 16 they the OEM supplier for these trailers and RVs?”
- 17 g. “I’ve proven multiple times that there is a real issue.”
- 18 h. “This is a safety issue. You have arcing. You have melting. That is not okay.
- 19 And you can reproduce it in a brand new battery.”

20 114. Prowse’s “testing” is intentionally abusive and invalid. The abuses demonstrated in

21 this video and accompanying released data include that (1) the charge current was simultaneously

22 ~49A, 30% over the 37.5A maximum specified in the manual; and (2) the test ran back-to-back

23 cycles with no thermal recovery, with the cycler reversing polarity after each BMS protection event.

24 115. Prowse’s own published data from the video shows that the battery delivers full-

25 rated capacity under proper conditions.

26 116. In addition, Dragonfly's Battle Born Batteries® are listed to UL 2054 and/or IEC

27 62133 standards by nationally recognized third-party labs, and Prowse knows this.

28 117. Prowse’s statements in the March 16, 2026, Video regarding the safety and efficacy

1 of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

2 **I. The April 9, 2026, Video**

3 118. On April 9, 2026, Prowse posted another video regarding Dragonfly titled,
4 “Battleborn Batteries Responds: Our Batteries Work Great! ‘Technical Note’ Explained” (“**April**
5 **9, 2026, Video**”).⁹

6 119. The April 9, 2026, Video is generally accessible to the public via YouTube. As of
7 May 27, 2026, it had over 164,000 views and over 2,000 comments.

8 120. The video shows Prowse reading and responding to a recent technical note
9 (“**Technical Note**”) issued by Battle Born®.¹⁰

10 121. The Technical Note addresses the safety and design of the Battle Born® 100Ah
11 positive terminal.

12 122. In the video, Prowse repeatedly dismisses the information presented in the Technical
13 Note and accuses Dragonfly of lying and falsifying information found therein.

14 123. Prowse makes the following false and disparaging statements in the video:

- 15 a. *“The only thing I got was four free batteries from [Battle Born], and I*
16 *donated all of them.”*
- 17 b. *“I found multiple major safety issues with their batteries.”*
- 18 c. *“In the real world, this does not work. And that’s why people have*
19 *overheating terminals.”*
- 20 d. *“It randomly disconnects because it is a loose connection.”*
- 21 e. *“[Battle Born’s statement] is false. These are not disconnecting current. And*
22 *the field performance of these batteries in the real world is horrible. People*
23 *are reporting that the majority of their packs have this issue.”*

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26 ⁹ The April 9, 2026, Video is available at
27 <https://www.youtube.com/watch?v=uT0mSH3991o>.

28 ¹⁰ The Technical Note is available at <https://battlebornbatteries.com/blogs/articles/technical-note-on-the-safety-and-design-of-the-battle-born-100ah-positive-terminal>.

- 1 f. Noting that components of the battery “*change color because they’re getting*
2 *overheated because your fail-safe is not working.*”
3 g. “*It’s not disconnecting.*”
4 h. “*Once that terminal overheats it melts everything. Especially the cells and*
5 *the BMS.*”
6 i. “[*Melting*] *occurred when I was using the battery as advertised.*”
7 j. “*I did not abuse the battery, and I was getting disconnects from a loose*
8 *connection after the third cycle. And then I had a complete meltdown at the*
9 *30th cycle, and I used it as advertised.*”
10 k. “*These are not safe to use.*”
11 l. “*If you have these batteries, they are a safety issue. Get them out of your*
12 *house, get them out of your RV, replace it with something that’s actually nice,*
13 *and there’s lots of batteries that work well today. You don’t need to use these*
14 *overpriced batteries with problems.*”

15 124. Prowse’s statements in the April 9, 2026, Video regarding the safety and efficacy of
16 Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

17 **J. The May 16, 2026, Video**

18 125. On May 16, 2026, Prowse posted another video in which he mentions Dragonfly
19 titled, “LFP Battery Explosion Risk! What you NEED to know.” (“**May 16, 2026, Video**”).¹¹

20 126. The May 16, 2026, Video is generally accessible to the public via YouTube. As of
21 May 27, 2026, it had over 134,000 views and over 1,000 comments.

22 127. The May 16, 2026, Video purports to be Prowse’s scientific evaluation of the risk
23 of explosion with lithium iron phosphate battery cells.

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27 ¹¹ The May 16, 2026, Video is available at
28 <https://www.youtube.com/watch?v=zvZITMgEU6s>.

1 128. In the May 16, 2026, Video, Prowse discusses other brands in addition to Battle
2 Born Batteries®, but when evaluating the supposed risk of explosion of Battle Born Batteries®,
3 Prowse makes the following false and disparaging statements:

4 a. *Now, what's interesting is a Battle born battery is probably the highest risk.*
5 *It has arcing inside the whole time. When you're using it in, the cells*
6 *overheat. And I've had one of the cells vent. It's the only type of battery I've*
7 *had to vent unless I physically abused it.*

8 b. *But the fact that those Battle Borns are not exploding everywhere is crazy to*
9 *me. It's wild. It's like the perfect storm of things to cause an explosion.*

10 129. As Prowse makes the last statement, the text on the screen reads: “Battleborn [sic]
11 Batteries: Overheated Cells + Gas Containment + Arcing = Explosion?” Though framed as a
12 question the implication is clear—Prowse is falsely implying that Battle Born Batteries® explode.

13 130. Prowse’s statements in the May 16, 2026, Video regarding the safety and efficacy
14 of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

15 **K. The May 19, 2026, Video**

16 131. On May 19, 2026, Prowse posted another video regarding Dragonfly titled
17 “Battleborn ‘Game Changer’ Reviewed! YIKES” (“**May 19, 2026 Video**”).¹²

18 132. The May 19, 2026, Video is generally accessible to the public via YouTube. As of
19 May 27, 2026, it had over 217,000 views and over 1,700 comments.

20 133. In the May 19, 2026, Video, Prowse evaluated a used Battle Born Game Changer
21 battery of unknown origin, installation history, usage history, and charging history. During the
22 video, Prowse acknowledged a potential non-product cause for the battery condition, stating that
23 he believed the cells were imbalanced and that such imbalance “could be from the previous owners
24 not charging enough.” Despite identifying this confounding variable, Prowse proceeded to use the
25 battery as a basis for broad safety claims about Battle Born Batteries®.

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28 ¹² The May 19, 2026, Video is available at
<https://www.youtube.com/watch?v=fJwWVpckqDE>.

1 134. Prowse also acknowledged that the battery delivered 261.5 amp-hours, or
2 approximately 96.8% of its rated capacity, and stated that “overall it worked and it pulled almost
3 full capacity.” Nevertheless, Prowse published the video with a thumbnail showing a Battle Born
4 Game Changer battery overlaid with flames graphics and the word “YIKES!!,” falsely implying
5 fire danger despite the absence of any fire, explosion, or demonstrated field safety event.

6 135. In the May 19, 2026 Video, Prowse made the following false and disparaging
7 statements:

- 8 a. *“Because this is a Battle Born, I was worried it was going to melt just like*
9 *all the other ones I melted.”*
- 10 b. *“If you have any of these other batteries from Battle Born, you need to take*
11 *your system apart into individual packs and then test them.”*
- 12 c. *“A lot of these problems are hiding in people’s systems, and they’re still*
13 *running them. It’s dangerous. It’s not a matter of if, but when they will start*
14 *to vent. Especially with the 100 amp hour. That thing’s a ticking time bomb.”*
- 15 d. *“If you have these batteries you should not use them. They’re not safe to use.*
16 *None of them now. Okay, all of them.”*

17 136. Prowse’s statements in the May 19, 2026, Video regarding the safety and efficacy
18 of Dragonfly’s Battle Born Batteries® are knowingly false and disparaging.

19 **VI. Prowse Published Additional False and Disparaging Statements Outside the Videos.**

20 137. Prowse’s false and disparaging campaign was not limited to the spoken contents of
21 his YouTube videos. Prowse has also published and amplified false statements through video titles,
22 thumbnails, pinned comments, YouTube comment replies, DIY Solar Forum posts, Facebook
23 posts, and back-catalog edits to older videos, among other statements.

24 138. For example, Prowse’s first video displayed “Dangerous” in large text over a
25 disassembled Battle Born® battery. The thumbnail communicated to consumers, as a standalone
26 message, that Battle Born Batteries® were dangerous.

27 139. For the February 7, 2026 Video, Prowse used a thumbnail showing himself in a
28 hazmat-style suit crouched near a Battle Born battery with the phrase “Almost Exploded!” The

1 statement conveyed that a Battle Born battery nearly exploded. That statement was false and
2 misleading. The battery did not explode, did not almost explode, and Prowse's own prior public
3 discussion of LiFePO4 chemistry reflected that LiFePO4 explosion scenarios are rare, conditional,
4 and very difficult/near impossible to create.

5 140. For another video, Prowse used "Time for Recall?" over disassembled battery
6 components, conveying that a recall may be warranted despite the absence of any regulatory
7 finding, engineering basis, or statistically valid defect evidence.

8 141. In another thumbnail, Prowse overlaid a "This Is Fine" burning-room meme on
9 Dragonfly's technical response, implying that Dragonfly's technical explanation was a denial of an
10 obvious safety issue.

11 142. Prowse repeated this visual safety implication in the May 19, 2026 Video, using a
12 thumbnail that showed a Battle Born® Game Changer battery overlaid with flames graphics and
13 "YIKES!!" despite his own in-video acknowledgment that the battery pulled nearly full rated
14 capacity.

15 143. Prowse also retroactively edited his 2019 positive teardown video, the same video
16 in which he had praised the Battle Born® architecture, to add "BUYER BEWARE" messaging,
17 warning language, and related negative framing. That back-catalog edit converted his prior positive
18 assessment into a new negative publication visible to viewers searching for older content.

19 144. Prowse's own comments and replies in various online forums were also independent
20 publications intentionally and maliciously defaming Dragonfly and its products. For example, when
21 asked whether the alleged issue affected older or newer batteries, Prowse responded: "*All of them.*"
22 That categorical statement falsely asserted or implied that all Battle Born batteries were affected
23 by the alleged defect, despite Prowse having no factual basis upon which to draw that conclusion.

24 145. Also in a video comment section, Prowse responded "*That is my goal*" to a viewer
25 who declared that Battle Born batteries were "*no doubt defective.*" This admission—that proving
26 Battle Born® batteries defective was Prowse's explicit goal—demonstrates that his testing was
27 designed to confirm a predetermined conclusion, not to conduct a neutral safety investigation.

28 146. Prowse also used his forum and social platforms to repeat statements such as

1 “ticking time bombs,” “they will always melt,” and instructions to remove Battle Born Batteries®
2 from service. These statements were published to audiences separate from the YouTube videos,
3 including Prowse’s forum audience and Facebook group.

4 **VII. Prowse’s Statements Repeatedly, Willfully Disregard or Misstate the Truth About Battle**
5 **Born Batteries®.**

6 147. From December 2025 to May 2026, Prowse posted eleven videos (collectively, the
7 “Prowse Videos”) that contain false and defamatory statements as outlined above. Given his self-
8 proclaimed understanding about batteries, his prior access to the company, his understanding of the
9 batteries’ technology, as well as the company’s subsequent defense of its batteries in the Technical
10 Note, Prowse had sufficient information and knowledge to know that his statements were not true
11 and his conclusions, cloaked in purportedly scientific “tests,” were false and misleading.

12 148. Instead of first reaching out to Dragonfly for information as he had done many times
13 in the past, Prowse chose to develop his own manufactured narrative regarding the functionality
14 and safety of Battle Born Batteries®.

15 149. For example, the so-called “testing” Prowse used in his videos was intentionally
16 abusive and misleading—he repeatedly presented pre-damaged batteries as a baseline for his
17 “testing” and used testing methods that do not comport with specifications and do not replicate real-
18 world use. From these “tests,” he drew false conclusions about the safety and efficacy of Battle
19 Born Batteries®.

20 150. Prowse also “tested” batteries that had already experienced thermal events, which
21 meant that the fail-safe had already been triggered and the positive terminal posts would already be
22 loose. Instead of acknowledging this fact and adjusting his statements accordingly, Prowse repeated
23 his false claims about the thermal protection fail-safe for the positive terminal posts numerous times
24 in numerous videos, comments and posts.

25 151. Prowse also “tested” batteries after removing the lid, which removed a critical
26 structural component of the fail-safe and invalidated his results. Removal of the battery’s lid
27 allowed Prowse to conduct a staged demonstration in his December 11, 2025, Video where he
28 physically manipulated the battery's terminal clamp to force an electrical arc (while charging the

1 battery at approximately 95 amps, nearly double the published maximum charge current of 50
2 amps), then reacted on camera with theatrical excitement: "*Woo, that was a big arc, holy cow.*"
3 Instead of acknowledging Dragonfly's explanation in its Technical Note of this flaw in his testing
4 and correcting his past statements, Prowse mocked the company and continued to assert his false
5 claims of hazardous arcing.

6 152. Prowse also states in his February 28, 2026, Video that his "testing" objective is to
7 find conditions that cause a Battle Born® battery to melt, not to evaluate performance, assess safety,
8 or to replicate real-world use: "*This is a brand new Battleborn battery. This is the 75 amp hour 12*
9 *volt model. . . I'm going to lower the current, cycle it like 20 or 40 times, and then keep raising the*
10 *current to find the sweet spot where it actually melts.*" This testing does not reflect the application
11 of the batteries in the real world, but nevertheless, Prowse draws false conclusions from this testing.

12 153. Prowse also denies any prior relationship with Dragonfly and claims in his April 9,
13 2026 Video that "*The only thing I got was four free batteries from them . . .*" To the contrary,
14 Prowse received over \$206,000 in advertising revenue and affiliate commissions from Dragonfly
15 over the years. Prowse made this false statement of fact to manufacture the appearance that his false
16 and defamatory statements about the company were based on an independent, unbiased review.

17 154. Also, in his March 16, 2026, Video, Prowse disparages Dragonfly and the
18 information in its Technical Note, and his bad faith and ill intent is clear from statements such as
19 "*What [is Battle Born] testing? I just imagine a kid with a stethoscope pretending to be a doctor*";
20 "*You guys are pathetic*"; and "*[Battle Born] [has] a problem. You guys either didn't test it, and*
21 *you don't know or you tested it and you do know and you're keeping it a secret. Well, it's not a*
22 *secret anymore.*"

23 155. Also, in his April 9, 2026, Video, Prowse asserts: "*Everyone's scared of this*
24 *company*"; "*I don't trust these statistics [generated by Battle Born]. . . I don't think they're telling*
25 *us the whole story*"; and "*Even if this did work, it's the worst thing ever.*"

26 156. Unsurprisingly, Prowse's repeated alarmist statements backed by his
27 sensationalized non-scientific "testing" have caused unfounded fear in consumers and irreparable
28 damage to Dragonfly.

1 157. Prowse's false statements are driven by a desire for profit from increased advertising
2 revenues and affiliate commissions, not a desire to reveal the truth.

3 ***VIII. Dragonfly Has Been and Continues To Be Harmed by Prowse's False and Disparaging***
4 ***Statements.***

5 158. Prowse's disparaging, false videos have had significant impacts on Dragonfly's
6 retail customer sales, OEM sales, and ambassador relationships.

7 159. The eleven YouTube videos collectively had over 1.78 million views as of May 27,
8 2026. Prowse reaches an estimated 1.1 million people through his YouTube channel, with an
9 additional 165,000+ members on the DIY Solar Forum and 450,000+ members on his Facebook
10 DIY Solar Power Group. Prowse also personally posted at least 274 times on a third-party Sprinter
11 van forum, extending the campaign to an additional independent platform community.

12 160. **Impact on Dragonfly's retail sales.** Dragonfly's retail sales experienced a dramatic
13 drop-off directly correlated to the posting of Prowse's first two videos. This is further evidenced
14 by the volume of calls Dragonfly has received from prospective customers who have voiced their
15 concerns about the batteries based on Prowse's videos.

16 161. **Impact on Dragonfly's OEM sales.** Dragonfly has a number of OEM dealer
17 contracts and has been courting several potential new OEM customers. This business has been
18 disrupted as a direct result of Prowse's videos, and some OEM customers have stopped using Battle
19 Born Batteries®. These OEMs have informed Dragonfly that the reason they will no longer
20 purchase Dragonfly batteries is because their customers have demanded they stop using Battle Born
21 Batteries® in the wake of the Prowse videos. One OEM customer said that they "didn't want to
22 deal with the damage control."

23 162. **Impact on brand ambassador relationships.** In an era when social media and
24 influencers drive sales, Dragonfly's brand ambassadors are an essential component of their
25 marketing strategy. Dragonfly spends considerable funds creating content for its ambassadors to
26 use. Now the cost and effort of creating such content is going to waste as its brand ambassadors no
27 longer want to post the content. Moreover, there are several brand ambassadors with whom
28 Dragonfly was in negotiations who have decided not to work with the company. The impact of

1 losing brand ambassadors is not just financial, it is reputational. The brand ambassadors who are
2 no longer willing to promote the Battle Born Batteries® brand mean less exposure for the company
3 and directly impacts the company's goodwill in the marketplace.

4 163. **Impact on Reputation.** As the lost sales and opportunities described above
5 demonstrate, Dragonfly has suffered and will continue to suffer significant irreparable harm to its
6 reputation and market share as a result of the Prowse Videos. Dragonfly operates in a highly
7 competitive industry, and the loss of key business relationships will continue to cause immeasurable
8 long-term harm to Dragonfly. In addition, Dragonfly has fielded a high volume of customer
9 complaints wherein consumers rely expressly on Prowse's comments to contend that Dragonfly's
10 batteries are unsafe and will harm them and their families. And Prowse's videos, thumbnails, titles,
11 and forum publications remain live, indexed, and discoverable through branded searches.
12 Consumers searching for Battle Born® products encounter Prowse's false and disparaging
13 statements at the moment they are evaluating whether to purchase. The continuing association of
14 the Battle Born name with words and phrases such as "Dangerous," "Major Safety Issue," "Almost
15 Exploded!," and "Time for Recall?" causes ongoing reputational harm that cannot be remedied by
16 an award of damages.

17 **FIRST CLAIM FOR RELIEF**

18 **(Trade Libel/Business Disparagement – Against Both Defendants)**

19 164. Plaintiff hereby incorporates all allegations above as if specifically pleaded herein.

20 165. Defendants made false and disparaging statements about Plaintiff and Plaintiff's
21 products. Defendants posted such statements relating to the alleged defects in and safety of
22 Plaintiff's products through YouTube videos, Facebook posts, video titles, thumbnails, pinned
23 comments, back-catalog edits, and DIY Solar Forum posts, among other forums.

24 166. Defendants knew these statements were false and/or made the statements with
25 reckless disregard with respect to the truth or falsity of the statements.

26 167. Defendants' statements were not privileged.

27 168. Defendants made the false and disparaging statements maliciously, with the
28 purpose, intent, and effect of injuring Plaintiff's business reputation and Plaintiff's customer

1 relationships, and to destroy Plaintiff's ability to sell its products and create customer goodwill.

2 169. As a proximate result of Defendants' malicious publication of the false statements,
3 customers have declined to purchase Plaintiff's products, customers have cancelled previous orders
4 of Plaintiff's products, Plaintiff has lost goodwill and suffered a reduced market reputation.

5 170. Plaintiff's loss of business and goodwill is the result of Defendants' malicious
6 disparagement, and Plaintiff would not have lost such business and goodwill but for Defendants'
7 conduct.

8 171. As direct and proximate results of Defendants' statements, Plaintiff has suffered
9 special damages in an amount to be proven at trial. Such damages include, but are not limited to,
10 loss of customers, loss of sales (past and future), and loss of customer goodwill.

11 172. In doing the things herein alleged, Defendants are guilty of oppression, fraud, or
12 malice in conscious disregard of Plaintiff's rights, thereby warranting an assessment of special,
13 punitive, and exemplary damages in an amount appropriate to punish Defendants as determined by
14 the decider of fact.

15 173. As a direct and proximate result of Defendants' aforesaid conduct, it has become
16 necessary for Plaintiff to secure the services of attorneys, and Plaintiff is entitled to recover
17 attorneys' fees and costs incurred herein as special damages.

18 **SECOND CLAIM FOR RELIEF**

19 **(Unfair Competition/Deceptive Trade Practices in violation of the Nevada Deceptive Trade
20 Practices Act – Against Both Defendants)**

21 174. Plaintiff hereby incorporates all allegations above as if specifically pleaded herein.

22 175. Defendants engaged in a deceptive trade practice, as defined by NRS 598.0915 when
23 they disparaged Dragonfly's goods, services, and business by making false or misleading
24 representations of fact. The representations made by Defendants, include but are not limited to,
25 Defendants' false and misleading statements in YouTube videos, Facebook posts, video titles,
26 thumbnails, pinned comments, back-catalog edits, and DIY Solar Forum posts, among other forums
27 regarding the quality and efficacy of Plaintiff's products, such as that the fail-safe is ineffective and
28 the products are unsafe, among other representations.

1 176. Defendants engaged in this deceptive trade practice in the course of business or
2 occupation as content creators and product reviewers.

3 177. The false and misleading representations made in Defendants' YouTube videos are
4 material because (1) a reasonable person would attach importance to its existence or nonexistence
5 in determining a choice of action in determining whether to purchase Plaintiff's products, and (2)
6 Defendants know or have reason to know that consumers regard or are likely to regard the matter
7 as important in determining whether to purchase Plaintiff's products.

8 178. Plaintiff has been harmed by Defendants' deceptive trade practices and has incurred
9 actual and monetary damages. Such damages include, but are not limited to, lost customers (past
10 and future), loss of revenue (past and future), a loss of goodwill, and damage to Dragonfly's
11 reputation.

12 **THIRD CLAIM FOR RELIEF**

13 **(Intentional Interference with Economic Advantage – Against Both Defendants)**

14 179. Plaintiff hereby incorporates all allegations above as if specifically pleaded herein.

15 180. Plaintiff had a prospective contractual relationship with third-parties, including
16 future individual customers and OEMs.

17 181. Defendants had knowledge that Plaintiff had these prospective contractual
18 relationships with third parties.

19 182. Defendants intended to harm Plaintiff by preventing Plaintiff from forming
20 contractual relationships with these third parties.

21 183. Defendants' interference was not privileged or justified.

22 184. Defendants' interference caused actual harm to Plaintiff, including lost sales,
23 customers, goodwill, and reputation in the market.

24 **FOURTH CLAIM FOR RELIEF**

25 **(Injunctive Relief – Against Both Defendants)**

26 185. Plaintiff hereby incorporates all allegations above as if specifically pleaded herein.

27 186. For the reasons set forth in this Complaint, Defendants must be prohibited from
28 making further libelous, false, disparaging, and misleading statements about Dragonfly's Batteries.

1 187. There is a substantial likelihood that Plaintiff will prevail on the merits of its claims
2 against Defendants.

3 188. Absent injunctive relief, Defendants' conduct, should it continue, would cause
4 irreparable harm for which there is no adequate remedy at law. For instance, Defendants' actions
5 are causing Plaintiff to lose revenue, customers, goodwill, and its strong market reputation.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for relief as follows:

8 1. For judgment in favor of Plaintiff and against Defendants on each claim;

9 2. For damages caused to Dragonfly by Defendants' trade libel and business
10 disparagement, in an amount to be proven at trial. Such damages include, but are not limited to
11 special damages, punitive damages, and exemplary damages, in excess of \$15,000 and as permitted
12 under Nevada law.

13 3. For damages caused to Dragonfly by Defendants' Unfair Competition/Deceptive
14 Trade Practices, in an amount to be proven at trial. Such damages exceed \$15,000 and include all
15 damages permitted for such claims under Nevada law.

16 4. For damages caused to Dragonfly by Defendants' intentional interference with
17 Plaintiff's economic advantage, in an amount to be proven at trial. Such damages exceed \$15,000
18 and include all damages permitted for such claims under Nevada law.

19 5. For issuance of a preliminary and permanent injunction:

20 a. Prohibiting Defendants from making further libelous, false, disparaging, and
21 misleading statements about Dragonfly's Battle Born Batteries®, and

22 b. Requiring Defendants to remove all libelous, false, disparaging and
23 misleading statements, including YouTube videos, Facebook posts, DIY
24 Solar Forum posts, comments, thumbnails, back-catalog edits to older
25 videos, and replies regarding Dragonfly's Battle Born Batteries®;

26 6. For pre- and post-judgment interest on any judgment, as may be allowed under
27 Nevada law;

28 7. For Plaintiff's collection costs, including reasonable attorneys' fees and costs of suit

1 as allowed by under Nevada law; and

2 8. For such other relief as the Court may deem just and appropriate.

3 **AFFIRMATION**

4 Pursuant to NRS 239B.030 and 603A.040, the undersigned affirm that the preceding
5 document does not contain the social security number or personal information of any person.

6 DATED: June 1, 2026.

PARSONS BEHLE & LATIMER

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By: /s/ Ashley Nikkel

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Sarah Ferguson, NSBN 14515

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Ashley Nikkel, NSBN 12838

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Juliette P. White, USBN 9616*

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Kaitlynn Morgan, USBN 18478*

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