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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**CID HoldCo, Inc.**

(Name of Issuer)

**Common Stock, par value \$0.0001 per share**

(Title of Class of Securities)

**171756109**

(CUSIP Number)

**William Tremaine Reny  
9 Hawk Ridge Drive,  
Las Vegas, NV, 89135  
(719) 330-7051**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**06/18/2025**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No.** 171756109

Name of reporting person

1

William Tremaine Reny

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3 SEC use only  
Source of funds (See Instructions)

4 OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

UNITED STATES

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With:

8 4,967,391.00  
Shared Voting Power

9 0.00  
Sole Dispositive Power

10 4,967,391.00  
Shared Dispositive Power

11 0.00  
Aggregate amount beneficially owned by each reporting person

12 4,967,391.00  
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)

14 17.9 %  
Type of Reporting Person (See Instructions)

IN

## SCHEDULE 13D

### Item 1. Security and Issuer

Title of Class of Securities:

(a) Common Stock, par value \$0.0001 per share

Name of Issuer:

(b) CID HoldCo, Inc.

Address of Issuer's Principal Executive Offices:

(c) 5661 S Cameron St, Suite 100, Las Vegas, NEVADA , 89118.

### Item 2. Identity and Background

(a) William Tremaine Reny

(b) 9 Hawk Ridge Drive, Las Vegas, Nevada 89135

(c) William Tremaine Reny is the founder and former Chief Experience Officer of SEE ID, Inc., which became a wholly owned subsidiary of the Issuer in connection with the transactions described in Item 4 of this Statement.

(d) During the last five years, William Tremaine Reny has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, William Tremaine Reny has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) United States of America

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Item 4 of this Statement is incorporated into this Item 3 by reference.

Item 4. Purpose of Transaction

On June 18, 2025 (the "Closing Date"), the Issuer acquired SEE ID, Inc., a Nevada corporation ("SEE ID"), in accordance with the terms of a Business Combination Agreement, dated March 18, 2024 (the "Business Combination Agreement"), by and among the Issuer, ShoulderUp Technology Acquisition Corp, a Delaware corporation ("SUAC"), ShoulderUp Merger Sub, Inc., a Delaware corporation ("ShoulderUp Merger Sub"), SEI Merger Sub, Inc., a Delaware corporation ("SEI Merger Sub" and, together with ShoulderUp Merger Sub, the Merger Subs), and SEE ID. Pursuant to the Business Combination Agreement, ShoulderUp Merger Sub merged with and into SUAC (the "ShoulderUp Merger"), with SUAC surviving the ShoulderUp Merger as a wholly owned subsidiary of the Issuer, and, simultaneously with the ShoulderUp Merger, SEI Merger Sub merged with and into SEE ID (the "SEE ID Merger" and, together with the ShoulderUp Merger, the "Mergers"), with SEE ID surviving the SEE ID Merger as a wholly owned subsidiary of the Issuer (together with the Mergers and the other transactions contemplated by the Business Combination Agreement, the "Business Combination"). The consideration payable to the shareholders of SEE ID in connection with the Business Combination was equal to a number of shares of Common Stock equal to the quotient of (i) \$171,635,010 divided by (ii) \$10.00. All of the shares of Common Stock held by William Tremaine Reny (the "Reporting Person") and reported herein were acquired by the Reporting Person in connection with the Business Combination. The foregoing description of the Business Combination and the Business Combination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Business Combination Agreement, a copy of which is filed as Exhibit 99.1 to this Statement and is incorporated herein by reference. The Business Combination Agreement has been filed herewith to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about the Issuer or SEE ID. The Business Combination Agreement contains representations, warranties and covenants that SEE ID and SUAC, Issuer and the Merger Subs made to one another as of specific dates. The assertions embodied in those representations, warranties and covenants were made solely for purposes of the Business Combination Agreement and may be subject to important qualifications and limitations agreed to by the parties thereto in connection with negotiating its terms, including being qualified by confidential disclosures exchanged among the parties in connection with the execution of the Business Combination Agreement. Moreover, the representations and warranties may be subject to a contractual standard of materiality that may be different from what may be viewed as material to investors or securityholders. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in the Issuer's public disclosures. For the foregoing reasons, no person should rely on the representations and warranties as statements of factual information at the time they were made or otherwise. On September 8, 2025, the Reporting Person filed a complaint in the District Court of Clark County, Nevada against SEE ID, Inc., Charles Maddox, and Ed Nabrotzky (collectively, the "Defendants") seeking damages in excess of \$15,000, interest, statutory damages and penalties, records production, injunctive relief as appropriate, an accounting, reasonable attorney's fees and costs and punitive damages. The complaint alleges: (A) breaches of the Reporting Person's employment agreement, and an implied covenant of good faith and fair dealing in respect thereof, by, among other things, (i) terminating the Reporting Person's employment for "cause" despite the Reporting Person's assertion that he had duly performed all of his obligations under any agreements, (ii) failing to pay the Reporting Person certain compensation and benefits that are due and owing to him, and (iii) arbitrarily refusing to allow the Reporting Person to transfer shares to a third-party; (B) tortious interference with a contract, tortious interference with prospective economic advantage, and conspiracy/concert of action by Messrs. Maddox and Nabrotzky in connection with the Reporting Person's agreement with a third party concerning the purchase of a home by, among other things, failing to approve the Reporting Person's transfer of shares of stock; (C) conversion as the Reporting Person's money, stock and other economic activities were actually and/or constructive stolen by Defendants; (D) failure to timely produce business records pursuant to Chapter 78 of the Nevada Revised Statutes; and (E) unjust enrichment. A copy of the complaint is filed herewith as Exhibit 99.2. Except as described herein or as would occur upon or in connection with the completion of, or following, any of the actions discussed herein, the Reporting Person does not have a present plan or proposal that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D of the Securities Exchange Act of 1934, as amended. However, depending on various factors, including, without limitation, the Issuer's financial position and strategic direction, any outcomes relating to the complaint referenced above, actions taken by the Issuer's board of directors, price levels of the Common Stock, conditions in the securities markets, and general economic and industry conditions, the Reporting Person may, in the future, take such actions with respect to his investments in the Issuer, alone, as a group, or with others, that may relate to or result in one or more of the events described in the aforementioned subparagraphs, such as engaging in communications with the Issuer's board of directors and stockholders respecting strategies to enhance stockholder value by, among other initiatives, amending the Issuer's Amended and Restated Certificate of Incorporation to declassify the Issuer's board of directors such that the current division of the board of directors into three classes of directors serving staggered three-year terms will be eliminated, resulting in all directors being elected annually, and/or changing the composition of the board of directors.

Item 5. Interest in Securities of the Issuer

See Rows 11 and 13 of the cover page. Percentage ownership is based on 27,773,322 shares of the Issuer's outstanding common stock as of November 10, 2025, as reported in the Issuer's quarterly report on Form 10-Q for the quarterly period ended September 30, 2025 filed with the Securities and Exchange Commission on November 13, 2025.

(a)

- (b) See Rows 7 - 10 of the cover page and the information set forth in Item 2 of this Statement, which is incorporated into this Item 5(b) by reference.
- (c) Except as reported in this Statement, the Reporting Person has not effected any transactions in the Issuer's securities within the past 60 days.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 4 of this Statement is incorporated herein by reference. At the closing of the Business Combination, William Tremaine Reny (the "Reporting Person") entered into a Registration Rights and Lock-Up Agreement with the Issuer, pursuant to which, (1) subject to certain exceptions, the Reporting Person may not transfer or make any public announcement of any intention to effect a transfer of any of the equity interests of securities of the Issuer beneficially owned by the Reporting Person during the period ending 180 days after the Closing Date; and (2) the Reporting Person is entitled to certain "shelf" and "piggyback" registration rights. The Registration Rights and Lock-Up Agreement also provides that the Issuer will pay certain expenses relating to such registrations and indemnify the stockholder signatories thereto (including the Reporting Person) against (or make contributions in respect of) certain liabilities that may arise under the Securities Act of 1933, as amended. The foregoing description of the Registration Rights and Lock-Up Agreement is a summary only and is qualified by reference to such description and the full text of the Registration Rights and Lock-Up Agreement, which is filed as Exhibit 99.3 to this Statement and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

99.1: Business Combination Agreement, dated as of March 18, 2024, by and among ShoulderUp Technology Acquisition Corp., CID HoldCo, Inc., ShoulderUp Merger Sub, Inc., SEI Merger Sub, Inc., and SEE ID, Inc. (incorporated by reference to Exhibit 2.1 of the CID HoldCo, Inc.'s Registration Statement on Form S-4, filed with the Securities and Exchange Commission on October 11, 2024) 99.2: Complaint of William Reny filed with the District Court of Clark County, Nevada on September 8, 2025 (Case No: A-25-927470-C) (filed herewith) 99.3: Registration Rights and Lock-Up Agreement, dated June 18, 2025, by and among CID Holdco, Inc. and the parties thereto (incorporated by reference to Exhibit 10.10 to CID HoldCo, Inc.'s Current Report on Form 8-K filed with the S Securities and Exchange Commission on June 26, 2025)

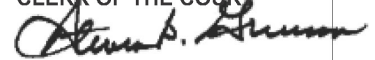
SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

William Tremaine Reny

Signature: /s/ William Tremaine Reny  
Name/Title: William Tremaine Reny  
Date: 11/14/2025

Electronically Filed  
9/8/2025 10:17 AM  
Steven D. Grierson  
CLERK OF THE COURT



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9 Email: jwhitmire@whitmirelawnv.com  
10 *Attorneys for Plaintiff*

CASE NO: A-25-927470-C  
Department 11

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

11 WILLIAM RENY,  
12 Plaintiff,  
13 v.

Case No.:  
Dept. No.:

**COMPLAINT<sup>1</sup>**

14 SEE ID, INC.; CHARLES MADDOX; ED  
15 NABROTZKY; and DOES 1-20,  
16 Defendants.

**EXEMPT FROM ARBITRATION:**  
***DECLARATORY RELIEF REQUESTED***  
***AND AMOUNT IN CONTROVERSY***  
***EXCEEDS \$50,000***

17  
18 Plaintiff, by and through the undersigned counsel, as and for his Complaint alleges as  
19 follows:

- 20 1. WILLIAM RENY ("Plaintiff") is a Nevada resident.
- 21 2. At all relevant times, Defendant SEE ID, INC. is/was a Nevada corporation  
22 authorized to do business in the State of Nevada.
- 23 3. Defendant CHARLES MADDOX, at all relevant times, was a board member of  
24 SEE ID, INC.
- 25 4. Defendant ED NABROTZKY, at all relevant times, was a board member of SEE  
26 ID, INC.

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28 <sup>1</sup> Various forms of alternative relief/claims are asserted herein.

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5. Defendants SEE ID, INC., MADDOX AND NABROTZKY are collectively referred to as “Defendants.”

6. The true names and capacities, whether individual, corporate, associate or otherwise of legally responsible defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff who, therefore, sues said defendants by such fictitious names and will ask leave to amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiff believes that each defendant named as a DOE is legally responsible in some manner for the events herein referred to and caused damages proximately thereby to Plaintiff as alleged herein.

7. Whenever it is alleged in this Complaint that a party did any act or thing, it is meant that such party’s officers, agents, employees, or representatives did such act or thing and at the time such act or thing was done, it was done with full authorization or ratification of such party or was done in the normal and routine course and scope of business, or with the actual, apparent and/or implied authority of such party’s officers, agents, servants, employees, or representatives. Specifically, parties are liable for the actions of their officers, agents, servants, employees, and representatives.

8. Each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and authorized the acts of each of the remaining Defendants with full knowledge of said acts, making each of the Defendants an agent of the other and making each of the Defendants jointly responsible and liable for the acts and omissions of each other as alleged herein.

9. This case generally involves the orchestrated unlawful acts of Defendants to oust Plaintiff from SEE ID, INC. and strip him of accrued rights and benefits and future benefits and opportunities.

10. Plaintiff was the original founder of SEE ID, INC. in or about 2018.

11. Plaintiff is and has been a major shareholder of SEE ID, INC.

1           12.    At all relevant times, Plaintiff has been a director and officer of SEE ID, INC.  
2           13.    At all relevant times, Plaintiff was an employee of SEE ID, INC.  
3           14.    At all relevant times, a shareholder agreement existed which provided certain  
4 rights to Plaintiff.  
5           15.    At all relevant times, a written employment agreement existed between Plaintiff  
6 and SEE ID, INC.  
7           16.    Defendant MADDUX became involved with Plaintiff to help raise funds in  
8 approximately the end of 2020. In return for a certain percentage of the company, Defendant  
9 Maddox was to raise a certain amount of capital and help generate a certain amount of sales by  
10 December 31, 2023 for his shares to vest. Neither of those events occurred.  
11           17.    Defendant NABROTZKY came into the business in approximately October of  
12 2021. He brought a patent and his knowledge of technology and was given a certain percentage  
13 of the company for that.  
14           18.    Over time, Plaintiff transitioned from the CEO of the company to the Chief  
15 Revenue Officer driving sales.  
16           19.    Plaintiff's shares of the company diluted over time as new individuals came on  
17 board with the company.  
18           20.    In November of 2023, SEE ID, INC. was approached by a Venture Capitalist  
19 about possibly being acquired via a SPAC and going public.  
20           21.    In approximately January/February 2024, Plaintiff received a cease and desist  
21 letter from company counsel concerning the transfer of certain shares to people who had helped  
22 Plaintiff along the way.  
23           22.    Plaintiff was unfairly targeted concerning the matter considering that Defendant  
24 MADDUX had done the same thing a month before in connection with his business partner in  
25 another business.  
26           23.    In approximately September of 2024, Plaintiff became Customer Success Officer  
27 over objection. There was no board decision concerning the matter.  
28

1           24.    As time progressed, the company failed to timely deliver software and hardware  
2 manufacturing due to missed timelines expressed by Defendant NABROTZSKY and others.

3           25.    Plaintiff started asking pointed questions and shared information that he had  
4 obtained.

5           26.    After an installation failed at the end of February, Plaintiff requested an all hands  
6 on deck meeting to review the software issues. A customer was very upset and Plaintiff  
7 discussed the matters with Defendants MADDOX and NABROTZKY.

8           27.    After the all hands on deck meeting, a corrective action plan was put together and  
9 to which the customer agreed.

10          28.    In May of 2025, the company's largest customer expressed concerns over certain  
11 matters. A one hour board meeting turned into 6 hours. The board meeting was tense. As  
12 Plaintiff kept asking hard questions about budgets, timelines not being met and other matters,  
13 Defendants hostility increased.

14          29.    On the morning of May 14, 2025, Plaintiff asked Defendant NABROTZKY to  
15 resign as CEO. Plaintiff informed him that he has failed his fiduciary duty to the company and  
16 eroded trust through the company.

17          30.    The three person Board, comprised of Plaintiff, Maddox and Nabrotzky, voted on  
18 the matter. Plaintiff's request did not pass.

19          31.    Approximately eight (8) days later, Defendant NABROTZKY fired Plaintiff for  
20 purported cause.

21          32.    Other issues have occurred in the past that seemed somewhat benign at the time,  
22 yet show bias on the part of Defendants that became manifest upon the adverse employment  
23 action of termination on May 22, 2025. For example, when a new board was being selected,  
24 Plaintiff asked to be on the new board as he would be still the largest shareholder and wanted to  
25 protect his investment. During that conversation Defendant NABROTZKY told Plaintiff that he  
26 would not fit because he was not diverse enough. Plaintiff responded by telling Defendant  
27 NABROTZKY him that was odd given that Plaintiff is a 100% disabled veteran and that Plaintiff  
28 was bi-sexual, which he was shocked to hear. A shift seemed to happen after that. Defendant

1 NABROTZKY talked to Plaintiff differently and said he did not trust Plaintiff. Defendant  
2 NABROTZKY even opened an executive meeting one morning and called Plaintiff, “Big Gay  
3 Bill,” which shocked Plaintiff. Plaintiff questioned via webex WHAT did he just say, and  
4 Defendant NABROTZKY apologized.<sup>2</sup>

5 33. The reasons articulated by Defendant Nabrotzky for the termination are incorrect  
6 and false.

7 34. Plaintiff has duly performed all of his obligations under any agreements.

8 35. All conditions precedent to Defendants’ duties and performance have been  
9 performed, have occurred, or have been excused or waived.

10 36. Recovery against Defendant SEE ID, INC. should be permitted under a *breach of*  
11 *contract theory*. A contractual relationship existed in connection with Plaintiff’s employment  
12 agreement and the shareholder agreement. Defendants SEE ID, INC. breached the contracts by,  
13 among other things: (a) terminating Plaintiff’s employment “for cause”; (b) not paying Plaintiff  
14 compensation and benefits that are due and owing to him; (c) arbitrarily refusing to allow  
15 Plaintiff to transfer shares to a third-party; (d) and otherwise harming Plaintiff.

16 37. Recovery against Defendant SEE ID, INC. should be permitted under a *breach of*  
17 *implied covenant of good faith and fair dealing claim*. In every contract or agreement  
18 (including but not limited to Plaintiff’s employment agreement and the shareholder agreement)  
19 there is an implied promise of good faith and fair dealing. This means that each party impliedly  
20 agrees not to do anything to destroy or injure the right of the other party to receive the benefits of  
21 the contract. Each party has a duty not to prevent or hinder performance by the other party. A  
22 breach of the implied covenant of good faith and fair dealing takes place where a party  
23 deliberately contravenes the intention and spirit of the contract. Defendants violated the implied  
24 covenant of good faith and fair dealing by, among other things: (a) terminating Plaintiff’s  
25 employment “for cause”; (b) not paying Plaintiff compensation and benefits that are due and

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26  
27 <sup>2</sup> Plaintiff reserves all rights to file charges of discrimination with any relevant agency including  
28 but not limited to the Nevada Equal Rights Commission. No employment discrimination claims  
are being asserted herein at this date. And no federal claims are being asserted herein.

1 owing to him; (c) arbitrarily refusing to allow Plaintiff to transfer shares to a third-party; (d) and  
2 otherwise harming Plaintiff.

3 38. Recovery against Defendant MADDOX and NABROTZKY should be permitted  
4 under a *tortious interferences with contract theory*. Plaintiff had an agreement to purchase a  
5 home with a third-party. Defendants interfere with such contract by, among other things, failing  
6 to approve Plaintiff's stock transfer.

7 39. Recovery against Defendant MADDOX and NABROTZKY should alternatively  
8 be permitted under a *tortious interferences with prospective economic advantage theory*. A  
9 prospective contractual relationship between the Plaintiff and a third-party concerning the  
10 purchase of a home. Said Defendants knew of this prospective relationship. Said Defendants  
11 intended to harm Plaintiff by preventing the relationship. Said Defendants did not have a  
12 legitimate privilege or justification to prevent the relationship. Plaintiff has been harmed as a  
13 result of said Defendants' conduct.

14 40. Recovery against Defendant MADDOX and NABROTZKY should be permitted  
15 under a *conspiracy/concert of action theory*. Defendants are two or more persons or entities,  
16 who, by some concerted action, intended to accomplish an unlawful objective for the purpose of  
17 harming Plaintiff. Plaintiff suffered damages as a result of this act or acts.

18 41. Recovery against one or more Defendants should be permitted under a *conversion*  
19 *theory* as Plaintiff's money, stock and other economic activities was actually and/or  
20 constructively stolen by Defendants (e.g., Defendants engaged in wrongful acts inconsistent with  
21 the property rights of Plaintiff).

22 42. Recovery against one of more Defendants should be permitted *pursuant to NRS*  
23 *Chapter 78*. Plaintiff made a timely request for business records pursuant to statute. Plaintiff  
24 was promised that such documents would be produced or made available for inspection and  
25 copying. Defendants have not timely produced such documents and/or made them available for  
26 inspection and copying.

27 43. Alternatively, recovery against one or more over Defendants should be permitted  
28 under an *unjust enrichment theory*.

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44. Plaintiff seeks declaratory relief adjudicating the rights of the parties.

45. As a direct and proximate result of the aforesaid breaches, Plaintiff has been damaged in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff requests:

1. Damages against Defendants in an amount in excess of \$15,000.00;
2. Interest against Defendants at the maximum rate allowable by law;
3. Statutory damages and penalties as may be permitted;
4. Records production pursuant to NRS 78.105(2) and/or NRS 78.257(6);
5. Injunctive relief as may be appropriate;
6. An accounting;
7. Plaintiff's reasonable attorney's fees and costs of suit incurred herein;
8. Punitive damages; and,
9. Such other and further relief as the Court deems just and proper.

Dated this 8th day of September, 2025.

**WHITMIRE LAW, PLLC**

*/s/ James E. Whitmire*  
\_\_\_\_\_  
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