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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 BUSINESS FINANCIAL SOLUTIONS
2 ADVISORY LLC;
3 EVO MAXX LLC;
4 YAX IP AND MANAGEMENT INC.
(D.B.A. "FULFILLABLE");
5 WWKB LLC;
6 DREAMS TO REALITY LLC;

7 Defendants.
8
9

10 Plaintiffs—Molund Hocine; Jennifer Lehmkuhl Hill; Amund Thompson;
11 David Hough; and Paul Panico—by and through their undersigned attorney, hereby
12 bring this action against Defendants—Ryan Carroll; Max K. Day; Max O. Day;
13 Michael Day; Yax Ecommerce LLC; Precision Trading Group, LLC; WA
14 Distribution LLC; Providence Oak Properties, LLC; WA Amazon Seller LLC; MKD
15 Investment Advisor, LLC; MKD Family Beneficiary, LLC; MKD Family Private
16 Management Company, LLC; Max Day Consulting, LLC; HouTex Farm Equity
17 Partners LLC; Business Financial Solutions Advisory LLC; Evo Maxx LLC; Yax IP
18 and Management Inc; Dreams To Reality LLC; and WWKB LLC—and allege as
19 follows:
20
21

22 **JURISDICTION AND VENUE**
23

24 1. Plaintiffs invoke the diversity jurisdiction of the Court pursuant to 28 U.S.C. §
25 1332 because no Plaintiffs in this action reside in the same state as any
26 Defendants, and the amount in controversy in each Plaintiff's claim exceeds
27 \$75,000.
28

2. Furthermore, Plaintiffs invoke the federal-question jurisdiction of this Court pursuant to 28 U.S.C. § 1331 because Plaintiffs bring a cause of action for violations of the federal securities laws, and all Plaintiffs' other causes of action are directly related to the securities-law cause of action.

3. Venue is proper in this district under 28 U.S.C. § 1391 because Plaintiff Paul Panico has resided in Thousand Oaks, California at all times relevant to this dispute.

SUMMARY OF CASE

4. Wealth Assistants defrauded Plaintiffs and hundreds of other individuals out of millions of dollars. Specifically, Wealth Assistants advertised that it would provide its clients with substantial income by setting up and managing lucrative online Amazon stores that the clients would own. But Wealth Assistants did not provide the promised services. Instead, it used the fees it collected from Plaintiffs and its other clients for the benefit of its principals.

5. Wealth Assistants' clients would pay it an upfront fee of up to \$125,000 to set up an online Amazon store in the client's name and manage it. After that, the client would pay for the store's inventory, along with certain other smaller fees. In return, the individual would be entitled to collect between 50 percent and 70 percent of the online store's gross profits.

1 6. Wealth Assistants advertised that the profits of an online store it managed
2 should grow to more than \$10,000 per month by the end of the store's first
3 year.
4
5 7. Hundreds of individuals, including Plaintiffs, purchased the business
6 opportunity Wealth Assistants offered. Most of these purchasers were middle
7 class, and many had to use all their retirement savings or take out home equity
8 loans to make the purchase.
9
10 8. Wealth Assistants never intended to follow through on its promises.
11
12 9. Some of Wealth Assistants' clients never even received an online store after
13 paying the fee. Others received stores (which themselves are valueless and can
14 be easily and freely set up), but their stores were never stocked with any
15 inventory. Others paid Wealth Assistants for inventory after receiving
16 inventory invoices from Wealth Assistants that turned out to be fake; the
17 inventory never actually appeared in their stores.
18
19 10.Ultimately, the vast majority of Wealth Assistants' clients have received less
20 than \$10,000 in profits from their online stores, and many never received a
21 single dollar of revenue from their stores (if they received stores at all).
22
23 11.Wealth Assistants perpetuated its fraudulent enterprise for as long as it could.
24
25 When Plaintiffs and other individuals complained, Wealth Assistants invented
26 excuses. It blamed "supply chain disruption," for example. It asked its clients
27 for patience.
28

1 12.Eventually, however, Plaintiffs and other individuals realized that they had
2 been defrauded. Many of the Wealth Assistants' clients demanded their money
3 back, complained to their banks, or alerted government agencies about the
4 ongoing fraud.
5

6 13.Realizing that its fraud was being exposed, Wealth Assistants shut down. In
7 October of 2023, Wealth Assistants announced to all of its clients that it was
8 going out of business. The announcement told Plaintiffs that they would not
9 receive further services and would not receive their money back.
10

11 14.Throughout this fraudulent scheme, instead of using the money collected from
12 Wealth Assistants' clients to provide the promised services, Wealth Assistants
13 used much of the money it collected from its clients for the benefit of its
14 principals. For example, Wealth Assistants' CEO, Ryan Carroll, has recently
15 flaunted his new Lamborghini.
16
17

18 **PLAINTIFFS**
19

20 15.Molund Hocine is an individual who has resided in Fremont, California at all
21 times relevant to this dispute.
22

23 16.Jennifer Lehmkuhl Hill is an individual who has resided in Grass Valley,
24 California at all times relevant to this dispute.
25

26 17.Amund Thompson is an individual who has resided in Grass Valley, California
27 at all times relevant to this dispute.
28

1 18. David Hough is an individual who has resided in Temecula, California at all
2 times relevant to this dispute.

3 19. Paul Panico is an individual who has resided in Thousand Oaks California at
4 all times relevant to this dispute.

5 **DEFENDANTS**

6 20. Defendant Ryan Carroll is an individual who has resided in Florida at all times
7 relevant to this dispute.

8 21. Defendant, Max K. Day is an individual who has resided in Texas at all times
9 relevant to this dispute.

10 22. Defendant Max O. Day is an individual who has resided in Texas at all times
11 relevant to this dispute.

12 23. Defendant Michael Day is an individual who has resided in Texas at all times
13 relevant to this dispute.

14 24. Defendant Yax Ecommerce LLC, formerly known as Wealth Assistance, LLC
15 is a limited liability company. Its members are Ryan Carroll, Max K. Day, and
16 Michael Day.

17 25. Defendant Precision Trading Group, LLC is a limited liability company. Its
18 members are one more of the following individuals: Ryan Carroll, Max K.
19 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
20 is a member.

1 26.Defendant Providence Oak Properties, LLC is a limited liability company. Its
2 members are one more of the following individuals: Ryan Carroll, Max K.
3 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
4 is a member.
5

6 27.Defendant WA Distribution, LLC is a limited liability company. Its members
7 are one more of the following individuals: Ryan Carroll, Max K. Day, Max O.
8 Day, and Michael Day. Upon information and belief, nobody else is a member.
9

10 28.Defendant WWKB, LLC is a limited liability company. Its members are one
11 more of the following individuals: Ryan Carroll, Max K. Day, Max O. Day,
12 and Michael Day. Upon information and belief, nobody else is a member.
13

14 29.Defendant Dreams to Reality, LLC is a limited liability company. Its members
15 are one more of the following individuals: Ryan Carroll, Max K. Day, Max O.
16 Day, and Michael Day. Upon information and belief, nobody else is a member.
17

18 30.Defendant WA Amazon Sellers LLC is a limited liability company. Its
19 members are one more of the following individuals: Ryan Carroll, Max K.
20 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
21 is a member.
22

23 31.Defendant Business Financial Solutions Advisory, LLC is a limited liability
24 company. Its members are one more of the following individuals: Ryan
25 Carroll, Max K. Day, Max O. Day, and Michael Day. Upon information and
26 belief, nobody else is a member.
27
28

1 32.Defendant, EvoMaxx, LLC, is a limited liability company. Its members are one
2 more of the following individuals: Ryan Carroll, Max K. Day, Max O. Day,
3 and Michael Day. Upon information and belief, nobody else is a member.
4

5 33.Defendant HouTex Farm Equity Partners LLC is a limited liability company.
6 Its members are one more of the following individuals: Ryan Carroll, Max K.
7 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
8 is a member.
9

10 34.Defendant Max Day Consulting, LLC is a limited liability company. Its
11 members are one more of the following individuals: Ryan Carroll, Max K.
12 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
13 is a member.
14

15 35.Defendant MKD Investment Advisor, LLC is a limited liability company. Its
16 members are one more of the following individuals: Ryan Carroll, Max K.
17 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
18 is a member.
19

20 36.Defendant MKD Family Beneficiary, LLC is a limited liability company. Its
21 members are one more of the following individuals: Ryan Carroll, Max K.
22 Day, Max O. Day, and Michael Day. Upon information and belief, nobody else
23 is a member.
24

25 37.Defendant Yax IP and Management a/k/a Pithy Productions, Inc., is a limited
26 liability company. Its members are one more of the following individuals:
27
28

Ryan Carroll, Max K. Day, Max O. Day, and Michael Day. Upon information and belief, nobody else is a member.

FACTS

A. Wealth Assistants Purported To Sell Online Store Management Services

38. The following is a summary of Wealth Assistants' agreements with its clients, including Plaintiffs:

- a. Wealth Assistants' clients would pay it to set up an online store on the Amazon platform that the clients would own. These stores offered goods for shoppers to purchase online.
- b. Wealth Assistants' clients would pay for the online store's inventory.
- c. Wealth Assistants' clients were required to pay certain other fees, such as annual fees and a "success fee" when the store was successfully set up.
- d. Wealth Assistants would manage the store, including by providing customer service, maintaining relationships with suppliers, and managing the inventory.
- e. Wealth Assistants' clients would keep between 50 percent and 70 percent of the gross profits generated by the stores, and Wealth Assistants would take the remaining profits for itself as a management fee.

1 39.Until around November of 2022, most or all of Wealth Assistants' clients
2 signed a standardized contract very similar to the one shown in Exhibit A of
3 this Complaint.
4

5 40.The contract referenced in the paragraph above contained numerous statements
6 that Wealth Assistants knew were false. For example, the contract stated:
7

8 The Client will own a turnkey automated drop shipping Amazon retail
9 store, which will be built and operated by the Service Provider. Product
10 research, supplier negotiations, supplier relationships, product listing,
11 day-to-day price updates, quality control, processing returns, customer
12 service, financial reporting, and business growth in the direction of
 \$10,000+ net profit monthly (assuming Client has the necessary
 resources, cash/credit) are among the services provided.

13 41.The contract also stated "In months 12 – 60+, the goal will be to net the Client
14 upwards of multiple 6-figures per year (\$350-\$600K+ per year) if Client
15 remains with the Service Provider and this Contract is not terminated for any
16 such reason."

17 42.Wealth Assistants knew that nobody planned to provide Wealth Assistants'
18 clients with the full set of services Wealth Assistants was promising in that
19 contract. For example, Wealth Assistants knew that it did not have a goal of
20 generating \$10,000 of monthly profit in its clients' stores. Wealth Assistants
21 knew that it instead intended to neglect its clients' stores so that the stores
22 would generate little or no profits.
23

24 43.The contract also contained the following "Buyback" clause:
25
26

1 If Client has substantially complied with all the provisions of this
2 Service Agreement, and after the Client's 1st anniversary of getting their
3 first Amazon sale, they have not made back their initial \$55,000 (fifty-
4 five thousand dollars) investment from net profit on their business, the
5 Service Provider will offer them a buy-back of their Amazon retail store
6 or waive their two thousand five hundred dollars (\$2,500) annual store
7 renewal fee if they have not yet paid it or credit them their annual
8 renewal fee in full if they have already paid it.

9
10 44. Wealth Assistants knew that it never intended to honor its Buyback clause.

11
12 45. Around November of 2022, Wealth Assistants began using a different
13
14 standardized contract for its new clients. An example of that standardized
15
16 contract is Exhibit B to this Complaint. This later standard contract stated that
17
18 "The Service Provider's principal aims are to provide a 'done for you'
19
20 operation for Client, focusing on high-quality lawfully commercialized
21
22 products offered at competitive prices accompanied by excellent customer
23
24 service for end-user customers in a manner that promotes growth."

25
26 46. The following "description of services" appeared in those contracts:

27
28 A. Initial Phase. Initially, Service Provider will manage the process of
transferring the Store to Client (the "Migration"). Migration includes but
is not limited to: finalizing the Transfer (described at Exhibit D),
changing account names, email address, bank account information,
payment information, and other steps required by the Host. Migration
generally takes 1 to 2 weeks but may be substantially delayed if issues
arise. Migration completes upon delivery of new account credentials and
the training manual.

29
30 B. Ramp-Up. During the remainder of the first year, Service Provider will
31
32 steadily encourage and support ramping up the scale of the Store by, for
33
34 example, increasing product listings, optimizing SEO, and exploring
35
36 advertising opportunities. Increased inventory will be required to meet

1 increased demand as described below. The focus of this period is to lay
 2 the groundwork for future success.
 3

4 MONTHS	5 COST OF INVENTORY PER 6 MONTH
7 1	8 \$15,000
9 2 - 3	10 \$30,000
11 4 - 6	12 \$50,000
13 7 - 12	14 \$70,000
15 13 - 18 *	16 \$90,000
17 * The end of this period is the 18 "Milestone."	19

20 47. Wealth Assistants knew that it would not be able to "ramp up" stores at the rate
 21 it promised in its contracts.
 22

23 48. Likewise, the following description of Wealth Assistants' "Management"
 24 services appeared in the same contract:
 25

26 B. Management. Service Provider will serve as a business consultant
 27 for the Store; performing for example:

- 28 ● Product research and analysis of market data to identify top-selling
 29 products,
- 30 ● Supplier relationships,
- 31 ● Strategic sourcing or bulk-ordering products from optimal suppliers,
- 32 ● Planning warehousing and fulfillment options,
- 33 ● Product listings including, pricing decisions, and pricing updates,
- 34 ● Deployment of Store look and feel (including Store name which may
 35 change from time to time),
- 36 ● Customer service including quality control, and processing returns,
 37 and
- 38 ● Internal financial reporting.

1 Service Provider shall make commercially reasonable efforts to
2 maintain the uniqueness of the Store. In the event Client discovers
3 certain inventory overlap with other stores, Client agrees to notify
Service Provider.

4 49. Wealth Assistants knew that it would not provide the “Management” services
5 described in that portion of the contract.

6 50. The same contract also promised a purported “Buyback Warranty,” which
7 stated, in part, as follows:

8
9 In the event Profit does not exceed the Threshold by the Milestone,
10 Client may elect to receive from Service Provider: (1) a Credit, or (2) the
11 Buyback Amount.

12 “**Profit**” means Gross Income less the Success Fee received by the
Milestone.

13 “**Threshold**” means the Set-Up Fee.

14 “**Credit**” means an amount equivalent to the Annual Fee, and
15 redeemable, at Client’s option, by refund if already paid, or by
application to Client’s account.

16 “**Buyback Amount**” means an amount equivalent to the Threshold less
the Profit.

17
18 51. Wealth Assistants knew that it never intended to honor the terms of its
19 Buyback Warranty, and Wealth Assistants in fact did not honor the terms of its
20 Buyback Warranties with Plaintiffs.

21
22 **B. Wealth Assistants’ Marketing**

23 52. Wealth Assistants sent most or all of its prospective clients projections
24 showing that the stores Wealth Assistants managed would generate more than
25 \$10,000 per month. An example of such a slide is shown below:

OUR AMAZON MANAGEMENT PROJECTIONS			
MONTH	HYPOTHETICAL GROSS SALES	HYPOTHETICAL PROFIT TOTALS	HYPOTHETICAL MARGINS
1 to 3	up to \$20,000	up to \$4,000	15-20%
3 to 6	\$20,000 to \$35,000	\$3,000 to \$7,000	15-20%
6 to 9	\$35,000 to \$50,000	\$5,000 to \$10,000	15-20%
9 to 12	\$50,000 to \$80,000	\$7,500 to \$16,000	15-20%
First year totals	\$315,000 to \$525,000	\$49,500 to \$105,000	15-20%
12 to 16	\$80,000 to \$110,000	\$12,000 to \$22,000	15-20%
16 to 20	\$110,000 to \$135,000	\$16,500 to \$27,000	15-20%
20 to 24+	\$135,000 to \$185,000+	\$20,250 to \$37,000+	15-20%

These Images and sales summary are not actual and are used for example purposes only. Wealth Assistants is in no way affiliated, associated, authorized, or endorsed by, or in any way officially connected with Amazon INC. No client's success, earnings, or production results should be viewed as typical, average, or expected. Not all clients achieve the same of similar results, due to many factors including, but not limited to, the amount of inventory purchased per month to be sold on your store, margin of products sold, and your results may be higher or lower than those stated in our clients testimonials. This is why we offer a conditional buy back clause described in our service agreements to those that decide to partner with us.

*Please note these numbers are before our profit splits

12 53. Very few, if any, of Wealth Assistants' investors ever achieved the "monthly
 13 profit totals" advertised by Wealth Assistants.

15 54. Wealth Assistants knew that its clients could not reasonably expect to achieve
 16 more than \$10,000 per month in profits.

18 55. The slide deck also included the following slide:

1
2 **OUR 100%**
3 **STORE BUY BACK***

4 **We're so confident in our**
5 **ability to build you an**
6 **income stream on Amazon**
7 **that we offer all of our**
8 **clients a 12-18 month**
9 **buyback on their initial**
10 **onboarding investment.**



How it works:

If you have not recouped your initial investment back within 12-18 months from your first sale we will give you the opportunity to either:

1

Have us buy back your Amazon store from you at the price difference you didn't make back or...

2

We will waive your annual store renewal fee and continue operating and scaling your Amazon Store free of charge.

* See "buy-back" clause in our service agreements

** Please request and read our service agreement so you understand our buy back clause prior to hiring us to manage your store

12 56. Wealth Assistants knew that it did not intend to honor the "Buy Back"
13
14 guarantee advertised in the slide above.

15 57. Wealth Assistants also lured clients with false advertising on social media. For
16 example, on March 28, 2023, Wealth Assistants posted on its Facebook
17 account that "you'll have the opportunity to sell your business 2-3 years from
18 opening up your Amazon store (once your sales are \$100K+/monthly)."

20 **C. Plaintiffs' Experiences With Wealth Assistants**

22 58. In or around November of 2022, a representative of Wealth Assistants named
23 Jennifer Schertferger told **Plaintiff Jennifer Lehmkuhl Hill** that Wealth
24 Assistants projected that if it managed an online store for Hill, the online store
25 would generate thousands of dollars of income each month.

1 59. After receiving that representation from Schertferger, and relying on it, Hill
2 signed a contract to purchase the business opportunity Wealth Assistants was
3 offering in or around November of 2022.
4

5 60. Hill later wired more than \$7,000 to Wealth Assistants for inventory payments.
6

7 61. Hill never received any money in connection with the business opportunity she
8 purchased from Wealth Assistants.
9

10 62. In June of 2023, a representative of Wealth Assistants named Peter McLean
11 told Plaintiff **Mouloud Hocine** that Wealth Assistants projected that if it
12 managed an online store for Hocine, the online store would generate more than
13 \$10,000 of income per month by the end of the store's first year.
14

15 63. In July of 2023, Hocine signed a contract to purchase the business opportunity
16 Wealth Assistants was offering.
17

18 64. In or around October of 2023, Wealth Assistants asked Hocine to wire another
19 \$5,000 to Wealth Assistants to pay for the store's inventory. He wired that
20 money on October 3, 2023. The inventory was never uploaded into Hocine's
21 store.
22

23 65. Hocine never received any revenue in connection with his store.
24

25 66. In July of 2022, a representative from Wealth Assistants named Charles
26 Fitzgerald Butler emailed Plaintiff **Amund Thompson** and attached a
27 PowerPoint that projected stores managed by Wealth Assistants would
28

1 generate more than \$10,000 per month in profits by the end of the store's first
2 year.

3 67.In November of 2022, Thompson signed a contract to purchase the business
4 opportunity Wealth Assistants was offering.
5

6 68.In or around November of 2022, Thompson paid Wealth Assistants \$50,000 to
7 cover the onboarding fee.
8

9 69.In early 2023, Thompson paid \$5,000 to Wealth Assistants for inventory.
10 Thompson paid Wealth Assistants that money by wiring the money to an
11 escrow agent called Marker Law.
12

13 70.In total, to date, Thompson has received no more than \$5,000 in connection
14 with the business opportunity that Thompson purchased from Wealth
15 Assistants.
16

17 71.In August of 2022, a representative of Wealth Assistants named Mack
18 McKaughan told Plaintiff **David Hough** that if Wealth Assistants managed a
19 store for Hough, Wealth Assistants projected that the store would generate
20 \$10,000 of income per month by the end of the store's first year.
21

22 72.Hough signed a contract to purchase the business opportunity Wealth
23 Assistants was offering in August of 2022, and around the same time Hough
24 paid Wealth Assistants \$55,000 for the onboarding fee.
25

26 73.Hough later wired approximately \$10,000 to Wealth Assistants for inventory.
27
28

74. Hough has received less than \$4,000 in connection with the business opportunity he purchased from Wealth Assistants.

75. In or around November of 2022, Defendant Max K. Day told Plaintiff Paul Panico over Zoom that Wealth Assistants projected that if it managed an online store, the online store would likely generate thousands of dollars of passive income each month.

76. In or around November of 2022, after his conversation with Max K. Day, Panico signed a contract to purchase the business opportunity Wealth Assistants was offering.

77. Panico later paid Wealth Assistants \$5,000 for inventory.

78. Wealth Assistants uploaded inventory into Panico's store and sold all of it, but Panico the sales of the inventory generated less than \$2,500 in revenue.

D. Wealth Assistants Fraudulently Transferred Many Of Its Assets To Ryan Carroll And Max K. Day, And Wealth Assistants Announced It Was Shutting Down

79. On October 23, 2023, Wealth Assistants wrote to its clients that it “will not be able to honor any more Buyback Guarantees” and would “cease all operations before December 1, 2023.”

80. Wealth Assistants did in fact shut down. For example, it fired all or nearly all of its employees and stopped corresponding with its clients.

81. Wealth Assistants has not honored Plaintiffs' Buyback agreements.

1 82. Many of Wealth Assistants' clients have complained, requested refunds, or
2 requested that Wealth Assistants honor its Buyback agreements, but have not
3 received a response from Wealth Assistants.
4

5 83. Wealth Assistants transferred its funds to Defendants Ryan Carroll, Max K.
6 Day, Max O. Day, and Michael Day for them to personally use.
7

8 84. Wealth Assistants also took steps to conceal the fraudulent transfers of funds to
9 its principals Ryan Carroll, Max K. Day, Max O. Day, and Michael Day. For
10 example, Wealth Assistants used "payment processors" to receive payments
11 from Wealth Assistants' clients and transfer the funds to hidden bank accounts
12 not disclosed to its clients.
13

14 **E. When Wealth Assistants Shut Down, It Transitioned Many Of Its Clients'
15 Accounts And Assets To Wholesale Universe, Which Operates A Scheme
16 Similar To Wealth Assistants' Scheme**

17 85. As discussed above, on October 23, 2023, Defendant Ryan Carroll—the CEO
18 of Wealth Assistants—emailed Wealth Assistants' clients, including Plaintiffs,
19 stating Wealth Assistants "will not be able to honor any more Buyback
20 Guarantees" and would "cease all operations before December 1, 2023." The
21 same email also stated that Wealth Assistants was offering its clients a
22 "Transition Agreement." Specifically, Wealth Assistants offered its clients the
23 opportunity to transition their stores to management by another e-commerce
24 firm on "favorable terms." The email also attached a "comparison of vendor
25 proposals," which purportedly compared three e-commerce firms that had
26
27
28

1 offered “favorable terms” to manage Wealth Assistants’ clients’ stores. But the
2 only e-commerce firms actually identified in the “vendor proposals” were
3 “Quantum Ecom” and “Wholesale Universe,” which jointly offered a proposal.
4 The other “vendors” offering the proposal were anonymous.
5

6 86. Thereafter, many former clients of Wealth Assistants began receiving
7 unsolicited emails from Wholesale Universe. Some of those emails stated that
8 “prior to going out of business, Wealth Assistants purchased an inventory
9 package for you valued at \$35,000. It is now ready for upload to your Amazon
10 FBA account.” The statement was false because Wealth Assistants had not in
11 fact purchased \$35,000 inventory packages before it shut down.
12

13 87. However, Wealth Assistants did in fact transfer assets from itself to Wholesale
14 Universe. Wealth Assistants and Wholesale Universe made that transfer for the
15 purpose of preventing Wealth Assistants’ current and future creditors,
16 including Plaintiffs, from accessing Wealth Assistants’ assets.
17

18 88. On December 19, 2023, Wholesale Universe sent an email to many of Wealth
19 Assistants’ clients. Although most or all the recipients of the email had not
20 partnered with Wholesale Universe, the email began by stating “We appreciate
21 your partnership with Wholesale Universe and value the opportunity to assist
22 in providing you your Amazon inventory efficiently, as was ordered by Wealth
23 Assistants over the last 100 plus days.” The email later stated “to ensure a
24 smooth transition, we kindly request your prompt attention to the following
25
26
27
28

1 matters: Please provide Wholesale Universe User Access Permission . . .” The
 2 email later stated “failure to provide the required information within the next
 3 30 days will result in the initiation of a monthly storage fee of \$500,
 4 commencing from December 20, 2023. This fee will be deducted from your
 5 inventory amount currently on hand at WU.”

7 **F. Defendants All Conspired To Carry Out The Fraud Described Above**

8 89. Defendant **Ryan Carroll** is the Chief Executive Officer of Wealth Assistants.

9 He participated in the conspiracy described above in the following ways:

10 11 a. Ryan Carroll claims that he founded Wealth Assistants and led the
 12 company’s growth.

13 14 b. Ryan Carroll used videos of himself to recruit new clients for Wealth
 15 Assistants. Those videos included intentionally false statements. For
 16 example, he stated in those recorded videos that Wealth Assistants’
 17 stores could be expected to generate more than \$10,000 in profits per
 18 month.

19 20 c. Ryan Carroll fraudulently transferred money from Wealth Assistants to
 21 himself and used that money for personal gain. For example, Carroll
 22 stated on social media that he had purchased a Lamborghini.

23 24 d. Ryan Carroll is the founder and owner of **Defendant Yax Ecommerce**
 25 **LLC**, which does business as “Wealth Assistants LLC.” Carroll is also
 26 27 the owner of **WA Amazon Seller LLC** and the manager of the North

1 Carolina branch of Defendant **WA Distribution LLC**, both of which
2 collected payments from Wealth Assistants' victims on behalf of Wealth
3 Assistants. Carroll also created the company Daddy Jules LLC which,
4 upon information and belief, serves the purpose of either concealing
5 Wealth Assistants' assets or concealing Ryan Carroll's personal assets.
6 Carroll is also the owner of **Dreams to Reality LLC**, which is an owner
7 of Defendant Yax Ecommerce LLC.
8

9
10 **Max K. Day** is an owner of Wealth Assistants. He participated in the
11 conspiracy described above in the following ways:
12

- 13 a. Max K. Day formed and managed Defendant **Precision Trading**
14 **Group, LLC**. According to Precision Trading Group's corporate
15 registration, it operated under the "assumed names" of "Wealth
16 Assistants LLC," "WA Distribution, LLC," "WA Brand Management,
17 LLC," and "WA Amazon Seller, LLC" beginning on December 14,
18 2022. Precision Trading accepted payments on behalf of Wealth
19 Assistants from many Wealth Assistants clients.
20
- 22 b. Max K. Day is the Director of Defendant **Providence Oak Properties,**
23 **LLC**. Providence Oak Properties, LLC accepted payments on behalf of
24 Wealth Assistants from many of Wealth Assistants' clients. A
25 representative of Wealth Assistants stated, "Providence Oak Properties is
26 a part of Wealth Assistants."
27

- c. Ryan Carroll described Max K. Day as his “mentor” and “business partner” in starting and managing Wealth Assistants.
- d. Max K. Day represented to one or more of Wealth Assistants’ clients that they would receive a refund on their store. When he made that representation to Wealth Assistants’ client Dominic Camany in September of 2023, Max K. Day knew that it was not true, and in fact Camany never received a refund.
- e. Max K. Day aided and abetted the fraudulent scheme at issue by drawing on his past experiences in fraudulently transferring assets. For example, in 1992, Max K. Day agreed to injunctive relief after being charged by the Federal Trade Commission with operating a fraudulent credit card scheme. Likewise, in 2006, Max K. Day and his family ran a fraudulent enterprise called “Today’s Destiny.” Today’s Destiny—much like the fraudulent scheme at issue in this case—lured victims by promising to make them rich if they paid for the business opportunity Today’s Destiny was offering. Today’s Destiny took money from its victims and did not provide the promised services. The Days then transferred the money collected by Today’s Destiny to themselves, and they had Today’s Destiny declare bankruptcy. The United States Trustee for Today’s Destiny brought an adversary complaint against the Days for their fraudulent transfers.

f. Max K. Day also created each of the following entities, which are defendants in this case: **MKD Investment Advisor, LLC; MKD Family Beneficiary, LLC; MKD Family Private Management Company, LLC; Max Day Consulting, LLC; HouTex Farm Equity Partners LLC; Business Financial Solutions Advisory LLC; and Yax IP and Management Inc.** Either Max K. Day or Max O. Day created the entity Defendant **Evo Maxx LLC**. Upon information and belief, Max K. Day created those entities for the sole purpose of concealing his assets, including concealing proceeds of the fraudulent scheme described above.

91. **Defendant Max O. Day** was the Chief Growth Officer at Wealth Assistants. He participated in the conspiracy described above in the following ways:

- a. Wealth Assistants’ “payment processors” accepted payments on behalf of Wealth Assistants’ clients and then paid that money to other bank accounts associated with Wealth Assistants or its principals. Upon information and belief, Wealth Assistants used “payment processors” to make it more difficult for its victims to track where their money had gone once the victims realized they had been defrauded. Max O. Day asked an individual named Zach Henson to serve as a “payment processor” for Wealth Assistants.

b. Max O. Day often stated that online stores managed by Wealth Assistants would likely earn tens of thousands of dollars per month. Many of Wealth Assistants' clients relied on Max O. Day's statements when deciding to purchase the business opportunity Wealth Assistants was selling. For example, in or around August of 2023, Max O. Day helped convince an individual named Craig Dillehay to purchase the business opportunity Wealth Assistants was offering, in part by telling Dillehay that stores Wealth Assistants was managing were very profitable. Max O. Day also helped convince an individual named Korey McAleejergins to purchase the business opportunity Wealth Assistants was offering.

- c. Like his uncle Max K. Day, Max O. Day brought to Wealth Assistants his experience with similar fraudulent schemes and fraudulent transfers. He, like his uncle, helped perpetrate the “Today’s Destiny” fraud described above.

92. **Defendant Michael Day** was another owner of Wealth Assistants and provided financing for the company knowing that it was a fraudulent scheme. He also made false statements to many of Wealth Assistants' clients that they relied upon when deciding to purchase the business opportunities Wealth Assistants offered. For example, on October 12, 2022, Michael Day told Wealth Assistants' former client Haider Istambouli, "we have developed a 72

1 point SOP protocol that virtually eliminates any possibility for deactivations or
2 suspensions," when in fact Michael Day knew that Amazon stores that Wealth
3 Assistants set up were frequently deactivated or suspended for not complying
4 with Amazon's policies. Moreover, Michael Day co-owns **WWKB LLC**,
5 which is an owner of Yax Ecommerce LLC. Michael Day was also one of the
6 perpetrators of the Today's Destiny fraud described above.
7

9 CAUSES OF ACTION

10 **FIRST CAUSE OF ACTION, FOR CIVIL CONSPIRACY TO DEFRAUD, BY** 11 **ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

12 93. Plaintiffs incorporate by reference all allegations above.

13 94. The elements of fraud are a misrepresentation, knowledge of its falsity, intent
14 to defraud, justifiable reliance, and resulting damage.

15 95. To establish the element of conspiracy, a plaintiff must show (1) formation and
16 operation of the conspiracy; (2) wrongful act or acts done pursuant thereto; and
17 (3) resulting damage.

18 96. All Defendants conspired, and agreed among each other, to make
19 misrepresentations to Plaintiffs to entice them to purchase the services of
20 Wealth Assistants.

21 97. Defendants overtly acted in furtherance of that conspiracy.

22 98. Defendants knew of the falsity of the misrepresentations to Plaintiffs.

23 99. Plaintiffs relied on those misrepresentations when purchasing services or goods
24 from Wealth Assistants.

100. Plaintiffs suffered damages as a result of the acts performed pursuant to
1
2 the conspiracy.
3

4 **SECOND CAUSE OF ACTION, FOR CONSPIRACY TO FRAUDULENTLY
5 TRANSFER ASSETS IN VIOLATION OF CALIFORNIA CIV. CODE § 3439,
6 BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

7 101. Plaintiffs incorporate by reference all allegations above.
8

9 102. To succeed in a fraudulent transfer claim, a plaintiff must show: (1) he
10 or she had a right to payment from the defendant for damages, (2) defendant
11 transferred property, (3) defendant transferred property with the intent to
12 hinder, delay or defraud plaintiff, (4) plaintiff was harmed, and (5) defendant's
13 conduct was a substantial factor in causing plaintiff harm.

14 103. To establish the element of conspiracy, a plaintiff must show (1)
15 formation and operation of the conspiracy; (2) wrongful act or acts done
16 pursuant thereto; and (3) resulting damage.

17 104. Here, Defendants agreed to transfer funds from Wealth Assistants to
18 Ryan Carroll, Max K. Day, Max O. Day, and Michael Day for them to
19 personally use, and Wealth Assistants did not receive a reasonably equivalent
20 value in exchange for the transfer.
21

22 105. Furthermore, Defendants agreed to transfer assets from Wealth
23 Assistants to Wholesale Universe without providing Wealth Assistants
24 anything of comparable value in exchange. Defendants made that transfer in
25
26
27

1 order to prevent Wealth Assistants' current and future creditors, including
2 Plaintiffs, from collecting those assets.

3 106. When making those agreements, Defendants believed or reasonably
4 should have believed that they would incur debts beyond their ability to pay as
5 they became due;

6 107. Defendants intended to deprive Plaintiffs of the opportunity to recover
7 damages via fraud claims against Wealth Assistants;

8 108. Defendants did in fact transfer funds from Wealth Assistants to Ryan
9 Carroll, Max K. Day, Max O. Day, Michael Day, Wholesale Universe, and
10 various shell companies, some of which are defendants in this case and
11 discussed above. The transfers harmed Plaintiffs, in part because the transfers
12 caused Wealth Assistants to be undercapitalized and ultimately to go out of
13 business, rendering it unable to pay any judgment that may be entered against
14 it.

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20 **THIRD CAUSE OF ACTION, FOR CONSPIRACY TO VIOLATE
21 BUSINESS AND PROFESSIONS CODE § 17200 and §17500, BY ALL
22 PLAINTIFFS AGAINST ALL DEFENDANTS**

23 109. Plaintiffs incorporate by reference all allegations above.

24 110. The Unfair Competition Law defines unfair competition to include any
25 “unlawful,” or “fraudulent” business act or practice. *See* California Business
26 and Professions Code § 17200 and §17500. The Act also provides for
27 injunctive relief and restitution for violations.

111. All Defendants violated California Business and Professions Code §
17200 and §17500 by misrepresenting the business opportunities offered to
Plaintiffs by Wealth Assistants. For example, those defendants misrepresented
the profitability of those business opportunities.

112. The same defendants' acts and practices as described herein have
deceived members of the public, including Plaintiffs.

113. As a result, Plaintiffs and others who purchased the business
opportunities offered by Wealth Assistants suffered damages.

11 FOURTH CAUSE OF ACTION, FOR VIOLATIONS OF SECURITIES
12 LAWS PURSUANT TO 15 U.S.C. § 77l, BY ALL PLAINTIFFS
13 AGAINST ALL DEFENDANTS

14 Plaintiffs incorporate by reference all allegations above.

15 15 U.S.C. § 77l creates a private cause of action for a plaintiff when a
16 defendant sells the plaintiff unregistered securities, or sells the plaintiff
17 securities by means of an untrue statement of material fact.

18 116. The business opportunities Wealth Assistants sold to Plaintiffs
19 constituted unregistered securities sold without registration and by means of
20 untrue statements of material facts.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiffs respectfully request that the Court:

23 A. Award compensatory, consequential, exemplary, and punitive damages to
24 Plaintiffs in the amount of \$1,000,000;

1 B. Award attorneys' fees and costs to Plaintiffs in an amount to be determined
2 at trial;

3 C. Enjoin all Defendants from violating business and professions code § 17200
4 and 17500;

5 D. Enjoin Defendants from fraudulently transferring assets;

6 E. Grant to Plaintiffs whatever other relief is just and proper.

9 **Jury Trial Demanded**

10 DATED: April 9, 2024

11 /s/Nico Banks
12 Nico Banks, Esq.
13 Banks Law Office
14 Bar No. 344705
15 Tel.: 971-678-0036
16 nico@bankslawoffice.com
17 712 H St NE,
18 Unit #8571,
19 Washington, DC 20002

SERVICE AGREEMENT FOR AMAZON STORE MANAGEMENT WEALTH ASSISTANTS, LLC

The **Wealth Assistants LLC**, its owners, principals, operators, employees, independent contractors, agents, representatives, successors, and heirs (hereinafter referred to as the "Service Provider"), and the electronically undersigned Client Eric Bringley, accepting these "Terms and Conditions," (hereinafter referred to as the "Client"), acknowledge and agree that this is a binding and enforceable contract between them; consisting exclusively of the "Terms and Conditions" set forth in the Contract and the attached Exhibit A "Description of Services," (hereinafter, referred as collectively the "Contract" or the "Agreement").

This Contract shall be deemed effective on 08-23-2022 (hereinafter, the "Effective Date"). As a result of this, the Client engages Service Provider as a Service Provider for the Client's business in exchange for Service Provider's services, and Service Provider accepts the engagement. Both parties agree as follows in consideration of the mutual benefits and liabilities stated herein. The Client electronically signs this Contract and pays Service Provider the consideration described in Clause 2 below. Electronically signing shall constitute acceptance of these terms and conditions.

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, Service Provider will provide to the Client the services described in **Exhibit A** (attached to Agreement). Client must maintain a legal U.S. business entity in good standing and establish an Amazon seller account owned by the Client's business entity to receive the Service. In addition, the Client is responsible for obtaining the necessary business licenses, state sales tax exemption certificates, paying any legally required taxes, and filing any lawfully required tax returns.

2. PAYMENT. Client agrees to pay Service Provider as follows:

- A.** The Client will pay Service Provider a set-up fee of \$35,000 (Thirty-Five Thousand Dollars) upon execution of this Contract. If the Client has already paid any money for this Service to the Service Provider, such as a deposit, the Client will pay the difference equal to \$35,000 total.
- B.** Within thirty (30) days following the end of each month, if the Client's Amazon retail store has sales exceeding \$0 (Zero Dollars), Client will pay a Monthly Success Fee rate of fifty percent (50%) of net profits from the Client's Amazon retail store for that completed month.
- C.** Within thirty (30) days following the anniversary date of the Effective Date of this Contract marking the end of the active annual service period, Client will pay Service Provider an annual continuation fee of \$2,500 (Two Thousand Five Hundred Dollars). Client will also have the option to upgrade their account to a sixty forty percent (60/40 %) split or a seventy thirty percent (70/30 %) split by remitting payment of the difference between the initial payment and the payment required for the upgrade. Example: If Client paid thirty-five thousand (\$35,000) for their initial setup fee and wanted to upgrade to a sixty-forty percent (60/40 %) split, the Client would pay the ten-thousand-dollar (\$10,000) upgrade set up fee plus the twenty-five hundred annual renewal fees for a total of twelve-thousand five-hundred dollars (\$12,500) within fourteen (14) days after their anniversary date. If Client wanted to upgrade to a seventy-thirty percent (70/30 %) split, the Client would pay the twenty-thousand-dollar (\$20,000) upgrade set up fee plus the twenty-five hundred (\$2,500) annual renewal fees for a total of twenty-two-thousand five-hundred dollars (\$22,500) within thirty (30) days after their anniversary date.

- D. In addition to any other right or remedy provided by law, if the Client fails to pay the monthly success fee when due, Service Provider can treat such failure to pay as a material breach of this Contract and may cancel this Contract and seek legal remedies.
- E. There are no refunds of monthly success fees paid to the Service Provider or refunds on the one-time set-up fee of thirty-five thousand dollars (\$35,000) paid to the Service Provider unless Client requests and is qualified for a buyback of their Amazon Retail Store based on Exhibit A.
- F. The Client is responsible for paying Amazon seller account fees directly to Amazon to maintain an active Amazon retail store, plus any website hosting fees (approx. thirty nine dollars (\$39) per month for both).
- G. The Client is responsible for setting up their legal business entity. The Service Provider will absorb the costs of the business entity (LLC) and Tax Exemption Certificates for the client (up to one thousand five hundred fifty dollars (\$1,550). In addition, if necessary, Service Provider may also assist client with guidance to obtain the aforementioned LLC and tax exemption certificates.
- H. The Client is responsible during this Contract and thereafter for covering all costs associated with the Client's Amazon store.
- I. Client must make all payments of the following approved methods: EFTs (Wires & ACH), checks, cashier checks, or cryptocurrency (payment instructions attached to the Agreement). These forms of payment may change from time to time as provided in writing by Service Provider. Sending money, but failing to consent to the Contract, as required herein, within five (5) business days, will result in funds refunded to Client, less any third-party charges and a fifteen percent (15%) administrative fee.

3. LIMITATION OF SERVICES:

- A. The final approval for the design, theme, and niche for the Client's Amazon market place will be the Client. The Service Provider will not be responsible or liable for any such selections made. The Service Provider is not liable for any specific outcomes and makes no claims about the amount of success the Client will achieve. Results may vary depending on many factors, such as market trends, conditions, and third-party algorithms over which the Service Provider has no influence.
- B. The ability of the Service Provider to complete its responsibilities under the Agreement may be contingent on the Client's responsibilities. Accordingly, Service Provider is not responsible for any costs, charges, or losses incurred by Client due to Client's failure to meet its duties under this Agreement.
- C. If the performance of this Contract or any obligation under it is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, the party invoking this provision's obligations shall be suspended to the extent necessary by such event.

4. TERM & TERMINATION

- A. Except as otherwise provided in this Contract, this Contract will automatically expire in **three (3) years** after the Effective Date. However, this Contract can be renewed for additional three (3) year periods, provided that Client is in good standing with the Service Provider. Nevertheless, portions that are out to survive will continue and remain enforceable after the Contract expires.

Additionally, the Client must renew within thirty (30) days of the termination date of the current Contract Agreement, and must remit payment of the annual two thousand five hundred dollars (\$2,500) renewal fee, and for each subsequent year thereafter until the termination of the current Contract.

- B. The Client may terminate this Contract only upon thirty (30) days prior written notice to the Service Provider. Suppose the Client does not renew this Contract for another annual service period by paying the annual continuation fee applicable to the currently active package within thirty (30) days after the anniversary date. In that case, this Contract will terminate at the end of the current annual service period on the anniversary date. Client's Amazon retail store data, including Amazon login credentials, supplier information, and login credentials for products listed on Client's Amazon retail store, Client sales data, Client customer data, Client financial data, and other Client data necessary Client to continue to operate Client's Amazon retail store, shall be promptly delivered to Client upon the termination of the Contract.
- C. Service Provider may also terminate this Contract for Client's gross misconduct, and will provide Client with thirty (30) days written notice to terminate. Service Provider shall not provide Client with Service Provider's confidential business or internal technical policies, procedures, documentation, or software that Service Provider uses in conducting Service Provider's business and providing services to other Clients.
- D. This Contract may also be terminated if the Client qualifies for, and wishes to take advantage of Service Provider's buyback guarantee (Exhibit A) at Client's first anniversary of opening their Amazon retail store. If the Client does qualify, and decides to take advantage of (Exhibit A), then the Service Provider is entitled to one hundred percent (100%) ownership of the Amazon retail store. Transfer of store ownership to the Service Provider will be within thirty (30) days of Client's request of a buyback. The Client is responsible for reasonably working with the Service Provider during the Amazon retail store transferring phase until completed.

5. WORK APPROVAL. While providing services, Service Provider may create work(s), or concepts, ideas, designs, proposals, and other materials (collectively, "Work") for the benefit of the Client.

- A. Both parties acknowledge that time is of the essence, and that cooperation and timeliness are required to meet everyone's goals and aspirations on time.
- B. Communication between the Client and Service Provider is required for success. The modalities used to communicate will be E-mail, SMS Text Messaging, Telephone calls, and web meetings through Zoom.
- C. Within five (5) business days of receiving any deliverables, the Client will give either (a) written approval and acceptance of such deliverable (which will not be withheld unreasonably) or (b) a written list of acceptable modification parameters that will bring the deliverables into compliance. If Service Provider does not receive the preceding written notice within five (5) business days of delivery to Client, each deliverable hereunder will be deemed accepted by Client. The Service Provider will use E-Mail, SMS Text Messaging, and Telephone Calls to communicate information that requires review and approval in (5) business days or less.

6. INTEGRATION AND WARRANTY DISCLAIMERS. The terms and conditions govern exclusively the terms and conditions relating to the services described herein. They constitute the entire agreement and understanding between Service Provider and Client, canceling, terminating, and superseding any prior agreement or understanding relating to the subject matter. Other than those set forth above, there are no representations, promises, agreements, guarantees, covenants, or undertakings. Finally, no prior dealings between the parties shall be

relevant to supplement, interpret, or explain any word used herein, and no usage of the trade shall be applicable to supplement, interpret, or explain any term used herein. No advice, information, or content obtained from Service Provider by oral or written communication shall be construed as creating or conveying any warranty or representation on Service Provider's part other than what is provided in this Agreement.

WARRANTY CONDITIONS:

THE WARRANTIES SPECIFIED IN THIS AGREEMENT ARE CONTINGENT ON THE PROPER USE OF THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS AND SPECIFICATIONS PUBLISHED BY WEALTH ASSISTANTS, LLC OR BY THE MANUFACTURERS OF THE COMPONENT PARTS OF THE PRODUCT AND SHALL NOT APPLY TO ANY PRODUCT THAT HAS BEEN MODIFIED BY PERSONS OTHER THAN WEALTH ASSISTANTS, LLC.

WARRANTY DISCLAIMER:

THE EXPRESS, LIMITED WARRANTIES SPECIFIED IN THIS AGREEMENT ARE IN LIEU OF AND NOT IN ADDITION TO ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WEALTH ASSISTANTS, LLC EXPRESSLY HEREBY DENIES ANY WARRANTY OF OR FOR ANY LOSS OF BUSINESS OPPORTUNITIES OR INTERRUPTION, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TESTIMONIALS AND INCOME STATEMENTS

NO CLIENT'S SUCCESS, EARNINGS, OR PRODUCTION RESULTS SHOULD BE VIEWED AS TYPICAL, AVERAGE, OR EXPECTED. NOT ALL CLIENTS ACHIEVE THE SAME OR SIMILAR RESULTS, AND NO RESULTS ARE GUARANTEED EXCEPT AS DESCRIBED IN EXHIBIT A OF THIS AGREEMENT "DESCRIPTION OF SERVICES" CLAUSE A11 STORE BUY BACK CLAUSE. YOUR LEVEL OF SUCCESS WILL BE DETERMINED BY SEVERAL FACTORS, INCLUDING THE AMOUNT OF WORK YOU PUT IN, YOUR ABILITY TO SUCCESSFULLY FOLLOW AND IMPLEMENT ANY INSTRUCTION PROVIDED BY SERVICE PROVIDER, PROVIDE PROPER WORKING CAPITAL AND FUNDING TO ADEQUATELY SCALE AND GROW THE AMAZON STORE MANAGEMENT SYSTEM PER SERVICE PROVIDERS REPRESENTATION, AND ENGAGE WITH OUR AMAZON STORE MANAGEMENT SYSTEM, AND THE PRODUCTS NEEDS OF THE CUSTOMERS IN THE GEOGRAPHIC AREAS IN WHICH YOUR PRODUCTS ARE OFFERED.

- 7. PLACEMENT INTRODUCTION PROVISION.** The Client understands and agrees that on behalf of clients, the Service Provider may recruit other contractors to assist in anyway it deems reasonably necessary and maybe required, to fulfill its obligations to Client.
- 8. RELEASE AND INDEMNIFICATION.** Client agrees to hold Service Provider, its employees, agents, officers, and directors ("Released Parties") harmless from any actions or causes of action arising or relating from the introduction of the outside contractor, including, but not limited to, any damage or injuries sustained as a result of any acts associated with Client retaining, employing, or terminating the outside contractor. Service provider agrees to hold harmless Client, only in the event service provider is found to be responsible for gross negligence.

9. CUSTOMER CONDUCT AND PROHIBITED ACTIVITIES. Client agrees not to post, publish (orally or in writing), or otherwise disseminate the following information:

- A. Trade secrets shared by the Service Provider with the Clients. A trade secret is any information provided by Service Provider to Client, as well as intellectual property in the form of a formula, practice, process, design, instrument, pattern, commercial method, or compilation of information that is not widely known or reasonably ascertainable by others, and through which Client can gain an economic advantage over competitors.
- B. Information on Amazon Marketplace, inventory, violations of Amazon Marketplace guidelines or similar platform submissions that Client knows to be false, incorrect, or deceptive; any copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other intellectual property or other rights of a third party are violated, infringed, or misappropriated; promotes harm to persons or property, is discriminatory, libelous, defamatory, threatening, or harassing as set forth by any municipality, city, county, state, or federal law of the United States of America; attempts to gather personal data in violation of any applicable city, state, or federal law; contains hazardous links with computer viruses or other potentially damaging computer viruses.
- C. If Amazon Marketplace, or a third party, shuts down, limits, or prohibits full, partial, or any use of Client's Amazon store as intended or used by Client to whom Service Provider had provided any service, Client shall assume full responsibility for any damages resulting from such action taken by Amazon Marketplace, or a third party, against the Client and/or the Client's Amazon store, unless the Service Provider contributed to the shut down or limitation of the Client's Amazon store in any way.

10. CONFIDENTIALITY. Any information that is exclusive to Client will not be used for the personal benefit of Service Provider or divulged, disclosed, or communicated in any way to a third party by Service Provider, its employees, agents, or representatives at any time or in any manner, either directly or indirectly. Proprietary information includes customer lists and data, sales data, financial data, product catalog and supplier data unique to Client's Amazon retail store, and any other business or technical information uniquely associated with Client's Amazon retail store generally recognized as confidential in the e-commerce industry. The Client's private information shall be protected and treated as strictly secret by Service Provider and its employees, agents, and representatives. For periods during which Service Provider offers the services, Service Provider may publicize and promote non-identifiable performance summaries of Client's Amazon retail store. This confidentiality provision will continue to exist even if the Contract is terminated. Any written waiver by Client of these confidentiality obligations by Service Provider that allows Service Provider to disclose Client's proprietary information to a third party will be limited to a single occurrence tied to the specific information disclosed to the third party, and this Confidentiality provision will remain in effect for all other circumstances.

11. QUALITY OF SERVICE. Service Provider will provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services that meet generally acceptable standards in Service Provider's community and region, and will provide a standard of care that is equal to, or better than, that offered by similar service providers on similar projects.

12. DEFAULT. Any of the following events will be considered a substantial default under this Contract:

- A. Failure to make a mandatory payment when it is due.
- B. Either party's insolvency or bankruptcy.
- C. Any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency on any of either party's property.
- D. Client publicly slanders the service.
- E. Failure to make the services available or deliver them in the time and manner specified in this Contract.

13. REMEDIES. If a party defaults by failing to substantially perform any provision, term, or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party, in addition to all other rights available under law. The nature of the default must be described in sufficient clarity in the notice. The party receiving such notice has thirty (30) days from the date of the notice effective date to cure the default (s). Failure to cure the default(s) within such a period will result in the automatic termination of this Contract unless waived in writing by the party providing notice.

Wealth Assistants, LLC address for written notice is as follows:

1001 Brickell Bay Drive
Suite 2700 C-8
Miami, FL 33131

Client address for written notice is as follows:

1160 Bacon Ridge Road
Crownsville, Maryland 21032

14. GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or connected to this Contract will be resolved by friendly talks between the parties. If the case is not addressed through negotiation within thirty (30) days, the parties will use the Alternative Dispute Resolution (ADR) procedure outlined below to resolve the dispute. Any controversies or disputes arising out of or connected to this Contract will be handled by binding arbitration in accordance with the "Arbitration Provision" in Exhibit B of this Agreement. The arbitrator's decision will be final, and any court with sufficient jurisdiction may enter judgment on it.

15. AMENDMENT & ASSIGNMENT. This Contract may be modified or amended in writing by mutual agreement between the parties; any such amendment shall be signed by both the parties. Neither party may assign or transfer this Contract without the non-assigning party's prior written authorization; such approval shall not be withheld, conditioned or delayed arbitrarily.

16. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other forms of joint enterprise, employment, or fiduciary relationship between the Service Provider and its agents and employees on the one hand, and Client and its agents and employees on the other. The terms are not intended to imply any exclusive connection.

17. SEVERABILITY & WAIVER. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. The omission of either party to enforce any aspect of this Contract shall not be regarded as a waiver or limitation of that party's right to enforce and demand strict compliance with all the Contract's provisions in the future.

18. RIGHTS, OWNERSHIP, AND USAGE: Subject to Service Provider receiving full payment under this Agreement, Service Provider assigns to Client, without representation or warranty, all rights, title, and interest Service Provider may have in any Work created explicitly by Service Provider for Client pursuant to the Agreement, with the following exceptions:

- A.** Service Provider may use and distribute such Work as part of its portfolio for promotional purposes.
- B.** Service Provider shall own and retain all rights to Work(s) which have been presented to Client but not included in the final work product or deliverables for whatever reason.
- C.** Service Provider shall own and retain all rights to any technology, technical documentation, inventions, algorithms, software, architecture, logic, navigation, 3D modeling files, animation files (other source files for front-end deliverables), computer programs, source codes, games, engines (or different backend and background elements), and files and features incorporated into or utilized by the Work (collectively, "Background Technology"). Unless the parties agree otherwise in a written and signed Schedule of Work, Service Provider shall retain ownership of all Background Technology, including all associated intellectual property rights. Service Provider hereby grants Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display, and perform Service Provider's Background Technology, in compiled, machine-readable object code form only, to the extent incorporated into deliverables provided hereunder strictly for the purposes and in the territories set out in the applicable Schedule of Work. Use of Background Technology for any other project, on any other website, or in any other medium shall be subject to additional fees and licenses, which may be granted or withheld by Service Provider in its reasonable discretion.
- D.** Subject to the services provided hereunder, Service Provider shall retain all rights to their training materials, slide decks, questionnaires, handouts, proprietary illustration or layouts, graphics, or other artwork used to provide services to Client.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

CLIENT

By: Eric Bringley Client,

Print name: Eric Bringley

Date signed: 08-23-2022

SERVICE PROVIDER

By: R. Carroll Service,

Service Provider: Wealth Assistants, LLC.

Ryan Carroll - CEO

Date signed: 08-25-2022

Wealth Assistants LLC, Representative: Christopher Bensted-Smith

(Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.)

EXHIBIT A: DESCRIPTION OF SERVICES

A1. The Client will own a turnkey automated drop shipping Amazon retail store, which will be built and operated by the Service Provider. Product research, supplier negotiations, supplier relationships, product listing, day-to-day price updates, quality control, processing returns, customer service, financial reporting, and business growth in the direction of \$10,000+ net profit monthly (assuming Client has the necessary resources, cash/credit) are among the services provided. The Service Provider's principal aim is to provide excellent customer service while also delivering significant outcomes for Clients in the global marketplace.

A2. During the first three (3) months after the opening of the Amazon retail store, when Amazon has the newly created store in a "probationary phase," the Service Provider will focus on customer satisfaction and other customer metrics. As a result, the store's growth will be limited in the first three (3) months, and scaling will be slower.

A3. During months 3-12, the Service Provider will steadily enhance the store's growth by increasing product listings, optimizing SEO, potentially running PPC ads on winning products, and by giving the Client the option to place wholesale bulk orders for Amazon FBA (which increases profit margins). The Service Provider will be using the Clients credit or debit card(s) on file to pay for drop shipping inventory and wholesale bulk orders (optional by Client in months 3-12). The Client should have the expectation that they will be reinvesting net profits back into their business in year one (1), so that the Service Provider can scale the Clients store as needed. When it comes to product selection and store scaling, it's critical to remember that the Service Provider has tested proven methods. The expectation should be that the Service Provider is trying to build Client a fully "done-for-you" business that will hopefully last decades and give the Client passive income. As a result, the first year is the "ramp-up" year, when you lay the groundwork for your company.

A4. The Service Provider will increase the growth of the Amazon retail store during months 9-12 (from the date of the first sale) in the direction of \$10,000+ monthly net profit (after the Service Providers profit split). In months 12 - 60+, the goal will be to net Client upwards of multiple 6-figures per year (\$350-\$600K+ per year) if Client remains with the Service Provider and this Contract is not terminated for any such reason.

A5. Client's store's Return on Investment (ROI) is subject to the store's monthly performance in sales and profit margin. The average ROI pertaining to gross profit margin is between 15-20 percent. For Example) A store in one month may yield a 20% profit margin with fifty thousand dollars (\$50,000) in gross sales, providing ten thousand dollars (\$10,000) in net profit. Service Provider's team is to be paid the appropriate monthly success fee out of the net profit, as noted in Section 2.D of this Contract, for their contributions to the success of the store each month. Keep in mind that this profit share is properly incentivizing us to fully deliver on our end. The better your business performs, the more money we make, so we have a vested interest in your success as the business owner.

A6. Service Provider will list and sell high-quality products at competitive prices in Client's Amazon retail store.

A7. Service Provider may use but is not limited to using USA-based suppliers, USA-based consultants, and international-based virtual assistants (VAs).

A8. Service Provider will serve as a business consultant for the Client's Amazon retail store during each annual service period in which the Contract is in force.

A9. Service Fee Acknowledgement: The Client acknowledges that the agreed purchase amount of this Contract for the service Wealth Assistants, LLC will be paid by Client. The purchase amount covers ONLY the service fee. The service fee is a ONE TIME FEE for business management services. Annual renewals must be up to date with Wealth Assistants, LLC. The Client acknowledges that they understand this completely;

and that to sell products and create profit for their business, they must dedicate additional funds and resources (credit lines) for purchasing products. Wealth Assistants, LLC is NOT providing any investment in the Client's product costs. Without paying the supplier's product costs to ship out customers' orders, the Client will not make any profit.

A10. Amazon Drop Shipping: Drop shipping is a business model where the Client only needs to pay suppliers for individual product costs for separate orders that the Client sells on their Amazon retail store. Amazon pays out gross sales directly to the Client's bank account twice a month. The Client is responsible for "floating" the supplier's drop shipping product costs as needed while payouts accumulate and are paid twice monthly to Client. The Service Provider is responsible for operating and managing product shipments with suppliers, but the Client is responsible for paying these shipment costs with an active debit or credit card on file or by paying invoices requested by the Service Provider for product shipments. If the Client does not deliver products on time, their Amazon seller account may be at risk for suspension (see Clause A12). The Client's refusal to pay inventory and product costs will ultimately delay the Clients sales and profit from this business as well as VOID Clause A11.

A11. Store Buy Back "Clause": If Client has complied with all the provisions of this Service Agreement, and after the Clients 1st anniversary of getting their first Amazon sale they have not made back their initial \$35,000 (thirty-five thousand dollars) investment from net profit on their business, the Service Provider will offer them a buy-back of their Amazon retail store or waive their two thousand five hundred dollars (\$2,500) annual store renewal fee if they have not yet paid it or credit them their annual renewal fee in full if they have already paid it. The Client will have thirty (30) days after their first anniversary of obtaining their first Amazon sale to contact the Service Provider and request a buy-back or free annual renewal extension. This clause is only valid if the Client did not terminate this Contract within one (1) year of getting their first Amazon sale or if the Client did not refuse to pay for inventory costs associated with their business (Clause A10). If Service Providers must buy back a Client's Amazon retail store, it will be the sum of thirty-five thousand dollars (\$35,000) minus the Clients net profit from their Amazon retail store. Net profit is based on their fifty percent (50%) cut after all expenses. For example, suppose after 12-months from the Client's first Amazon sale, the Client has not recovered thirty-five thousand dollars (\$35,000) in net profits, then Service Provider in that case, will pay Client the difference between the amount they activated on the Agreement thirty-five thousand dollars (\$35,000) and how much net profit they have recovered. Example: The Client recovered a total of twenty-five thousand (\$25,000) in net profits when the period runs out (12-months from the date of the first sale). Service Provider will pay the Client a total of ten thousand dollars (\$10,000) and claim one hundred percent (100%) ownership of the Client's Amazon retail store. Transfer of store ownership (Section 4) to the Service Provider will be completed within thirty (30) days of the Client's requested buy-back. The Client is responsible for reasonably working with the Service Provider during the Amazon retail store transferring phase as needed to complete the transfer. This clause is set in place to fully protect the Client and provide peace of mind during this service. In addition, If Client is qualified to receive a buy-back option, has FBA inventory and elects to exercise the option to sell their Amazon retail store back to Service Provider, Service Provider will buy back the entire inventory at cost. The Service Provider will apply the aforementioned to the manufactured cost of the product only, which will not include shipping costs, FBA fees, or removal fees.

A12. If the Client's Amazon account becomes "suspended" or "deactivated" by Amazon, then the Service Provider will pause the Client's Contract, so they lose no management time, and the case will be turned over to our suspension team. If the suspension team cannot overturn the decision, then Service Provider will provide payment (up to one thousand five hundred fifty dollars (\$1550)) for a new LLC to re-open a new seller account or "ghost" account for the Client if needed. Additionally, the Service Providers' twelve-month buy-back clause (Clause A11) will be paused at the start of the Client's Amazon suspension and then re-enable upon reactivation of the Client's Amazon seller account. This will and can extend the Client's buy-back clause out past twelve (12) months if the Amazon seller account experiences a delay because of suspension.

A.13 If the Client decides to sell their Amazon Business to another entity, then Service Provider is entitled to a profit share of the total purchase price minus any escrow fees. There will be a tiered approach based on the age of the store. A thirty percent (30%) profit share if sold in years 1-3; a twenty percent (20%) profit share if sold in years 4-6; and a ten percent (10%) profit share if sold in years 6 and beyond. The Client must pay Service Provider within thirty (30) days of successfully closing escrow and selling their Amazon business.

"EXHIBIT B ARBITRATION PROVISION"

ARBITRATION PROVISION.

ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW). JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTNER TO THIS INSTRUMENT, AGREEMENT, OR DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

BOTH PARTIES AGREE TO NO MORE THAN ONE SET OF INTERROGATORIES EACH, CONSISTING OF NO MORE THAN 30 QUESTIONS EACH, AND ONE SET OF REQUESTS FOR PRODUCTION, TO BE COMPLETED BY 45 DAYS FOLLOWING THE DEMAND FOR ARBITRATION. ALL CORRESPONDENCE DURING ARBITRATION BETWEEN THE PARTIES SHALL BE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESSES PROVIDED FOR IN THIS AGREEMENT, OR AT ANOTHER ADDRESS PROVIDED BY THE PARTIES, TO THE ARBITRATOR. BOTH PARTIES AGREE TO COMMENCE THE ARBITRATION 15 DAYS AFTER THE LAST DAY FOR DISCOVERY, AS IS STATED IN THE PARAGRAPH MENTIONED ABOVE. BOTH PARTIES AGREE TO DIVIDE EQUALLY THE COSTS OF THE INITIAL ARBITRATION FEES.

ANY PARTY BRINGING AN ACTION IN FEDERAL, OR STATE COURT IN CONTRAVENTION OF THIS ARBITRATION PROVISION, SHALL BEAR THE ENTIRE EXPENSES AND FEES OF THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS, AND EXPENSES OF ARBITRATION FEES. ANY ARBITRATOR MAY AWARD THOSE AS MENTIONED ABOVE TO THE PREVAILING PARTY IN ADDITION TO ANY ADDITIONAL AWARD IN EITHER PARTY'S FAVOR.

THE ARBITRATOR SHALL MAKE AND GIVE HIS OR HER DECISION TO BOTH PARTIES WITHIN 10 DAYS OF THE CONCLUSION OF THE ARBITRATION PROCEEDING, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESSES LISTED IN THIS AGREEMENT, OR AT SUCH OTHER ADDRESS PROVIDED TO THE ARBITRATOR BY THE REQUESTING PARTY.

SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF MIAMI-DADE, MIAMI, FLORIDA. BOTH PARTIES AGREE TO SELECT AN ARBITRATOR FROM A LIST OF QUALIFIED ARBITRATORS WITHIN MIAMI-DADE COUNTY. IF THE PARTIES CAN NOT AGREE, THE TWO ARBITRATORS CHOSEN BY EACH PARTY WILL SELECT A THIRD ARBITRATOR. ALL THREE ARBITRATORS WILL HEAR THE COMPLAINT; A MAJORITY OF TWO THREE ARBITRATORS IS REQUIRED TO RENDER A DECISION.

Signature Certificate

Reference number: GWXJP-8ECXR-TDELT-XJYMN

Signer

Timestamp

Signature

Eric Bringley

Email: ericbringley10@gmail.com

Sent: 23 Aug 2022 19:34:56 UTC
Viewed: 23 Aug 2022 19:37:32 UTC
Signed: 24 Aug 2022 19:23:18 UTC

Recipient Verification:

✓ Email verified 23 Aug 2022 19:37:32 UTC



IP address: 100.16.165.23
Location: Millersville, United States

Ryan Carroll

Email: ryan@wealthassistants.com

Sent: 23 Aug 2022 19:34:56 UTC
Viewed: 25 Aug 2022 10:32:21 UTC
Signed: 25 Aug 2022 10:34:22 UTC

Recipient Verification:

✓ Email verified 25 Aug 2022 10:32:21 UTC



IP address: 67.241.170.100
Location: Lancaster, United States

Document completed by all parties on:

25 Aug 2022 10:34:22 UTC

Page 1 of 1



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**SERVICE AGREEMENT
FOR ECOMMERCE STORE MANAGEMENT**

This Service Agreement for Ecommerce Store Management (together with its Exhibits, the “**Agreement**”), effective as of the date of last signature below (the “**Effective Date**”), is by and between Wealth Assistants LLC, a Wyoming limited liability company at 5830 E. 2d Street, Suite 7000 #4224, Casper, WY 82609 (the “**Service Provider**”), and the entity specified in the signature block below (the “**Client**”). Service Provider and Client may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** Upon receipt of the Fees (described in Exhibit B) as they are due and payable, Service Provider will undertake the management of Client’s “seller ID / merchant token” account hosted on the internet (the “**Store**”) by an ecommerce merchant platform provider (the “**Host**”) by providing the services described in Exhibit A (the “**Services**”).
 - A. Service Provider will provide the Services in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in Service Provider’s community and region.
 - B. **Proprietary Rights.** As part of the Services, at its sole discretion, Service Provider may utilize its work, software, inventions, know-how and trade secrets for the limited purpose of Service Provider’s provision of the Services during the Term; however, no proprietary rights are conveyed (express or implied) and no work made for hire is undertaken hereunder.

With respect to any intangible proprietary rights (such as copyrights, trademark rights, etc.) associated with the Store and owned or licensable by Client (“**Client IP Rights**”), Client hereby conveys to Service Provider the right to utilize the Client IP Rights for the limited purpose of Service Provider’s provision of Services during the Term, and for archival purposes thereafter.
 - C. **Relationships.** Neither provision of the Services, nor anything in this Agreement shall be construed as creating any agency, partnership, joint venture, or other forms of joint enterprise, exclusive, employment, or fiduciary relationship between the Service Provider and its agents and employees on the one hand, and Client and its agents and employees on the other.

Client understands and acknowledges that Service Provider may engage subcontractors in its provision of the Services but doing so will not relieve Service Provider of its obligations hereunder.
 - D. **Force Majeure.** If the performance of this Contract or any obligation under it (other than payment obligations) is prevented, restricted, or interfered with by

causes beyond either Party's reasonable control ("Force Majeure Event"), the non-performing Party will be excused from performing the obligation(s) hereunder for as long as such circumstances prevail.

2. Client Responsibilities.

- A. Hold Harmless. Client assumes all and exclusive responsibility for (including the holding harmless and indemnification of Service Provider (and its affiliates) for all losses due to) lapses or failures of Compliance.
- B. Compliance. Time is of the essence with respect to the maintenance of "Compliance," which requires that Client shall:
 - i. Provide to Service Provider copies of all communications from third parties regarding the Store;
 - ii. Maintain Confidential Information as confidential;
 - iii. Refrain from (a) the publication of any information relating to the Store or the Services or Service Provider in violation of applicable law, or of any guidelines or terms of service applicable to the Store, and (b) all activity which (in the reasonable opinion of Service Provider) would either compromise the integrity or value of the Store, or interfere with Service Provider's reputation or its provision of services generally;
 - iv. Maintain a Host seller account in good standing with respect to Host fees and Host insurance requirements;
 - v. Pay of Fees in accordance with Exhibit B;
 - vi. Maintain Store inventory at or above the Inventory Levels (as described at Exhibit A – Inventory Levels); and
 - vii. Assure the continuous ownership of Store, free of all liens, by a legal US business entity over which Client has control (the "Owner"), and assure that Owner remains in good standing with its affiliates, creditors, and other taxing and legal authorities with proper jurisdiction over it.
- C. Inventory Planning Reports. Service Provider shall provide Inventory Planning Reports summarizing the proposed inventory purchases, along with an invoice for such purchases, which Client shall approve within 5 days of receipt.
- D. Taxes. Client is solely responsible for obtaining all applicable business licenses, state sales tax exemption certificates, paying any legally required taxes, filing any lawfully required tax returns, and paying all Store-related account fees, hosting fees.

3. Payments.

- A. **Payment of Fees.** Client shall pay Service Provider in the time, manner and amounts described at Exhibit B – Schedule of Fees (the “**Fees**”).
- B. **Non-Refundable.** All payments due hereunder are non-refundable except as otherwise specified.
- C. **Taxes.** Prices in this Agreement do not include taxes. Client shall be responsible for all taxes imposed on Client’s income or property.
- D. **Late Payments.** Client shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law.
- E. **Security Interest.** As security for all Client’s payment obligations hereunder, Client hereby pledges to Service Provider and grants a security interest in any and all of its ownership interest in the Store and associated proceeds, accounts, and inventory to be reflected in a UCC-1 filed by Service Provider.

4. Term & Termination.

- A. **Expiration.** Unless earlier terminated or Renewed in accordance with this Agreement, this Agreement will automatically expire three years after the Effective Date (the “**Initial Term**”). To be “**Renewed**,” Client must: (i) remain in Compliance; and (ii) provide Notice of renewal thirty days prior to termination, and (iii) remit payment to Service Provider of the Annual Fee. This Agreement may be Renewed with Service Provider’s approval perpetually, and if Renewed, the new term (the “**Renewal Term**”) shall be three years. “**Term**” means the Initial Term plus the Renewal Terms.
- B. **Termination for Cause.** Failure to pay or perform a material obligation within the time prescribed shall constitute an event of default. Either Party may terminate this Agreement upon default by the other Party subject to: (i) giving Notice to the defaulting Party describing the non-performance; and (ii) a 30 day cure period for the defaulting Party to re-establish compliance, if possible (during which time, in the event of late payments, Service Provider may suspend all or part of any agreements between the Parties).
- C. **Termination for Buyback.** This Agreement shall terminate in the event Client receives the Buyback Amount (as described in Exhibit C).
- D. **Effect of Termination.** Upon termination, Client’s Store account information including login credentials, Client supplier and customer information, Client sales and financial data, Client customer data, and other Client data necessary for Client to continue to operate the Store in its original condition, shall be promptly delivered to Client. Sections 1C, 2A, 2B(iii), 2D, 3 (with respect to all obligations arising prior to termination), 4, 5, 7, 8, and 9, shall survive termination.

5. Confidentiality.

A. "**Confidential Information**" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with the Agreement, including but not limited to: (i) customer lists and data, sales data, financial data, product catalog and supplier data unique to the Store, and any other business or technical information uniquely associated with the Store generally recognized as confidential in the e-commerce industry, and (ii) business practices, methods, descriptions, theories of operation and identity of subcontractors employed by Service Provider in its conduct of the Services, and (iii) Personal Data, and (iv) this Agreement. "**Personal Data**" means any information relating to an identified or identifiable natural person.

Except for Personal Data, Confidential Information shall not include information that: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed without reference to or use of the other party's Confidential Information; (iv) is received from a third party to whom it was disclosed by the Disclosing Party without restriction.

B. The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not use Confidential Information for any purpose except as necessary to implement, perform or enforce the Agreement. Receiving Party shall: (i) keep all Confidential Information of Disclosing Party strictly confidential; (ii) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorized Recipients; and (iii) only use Personal Data as permitted by applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure.

"Authorized Recipient" means: (i) with respect to Client, Client and any employee of Client; and (ii) with respect to Service Provider, Service Provider, its affiliates and their respective employees, contractors, or agents, in the case of (i) or (ii) that has a reasonable need to know the Confidential Information in connection with the use or provision of the Services and who are required to protect and restrict the use of the other party's Confidential Information in accordance with terms substantially similar to the requirements of this Agreement.

C. If Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable Law, an order of a court of competent jurisdiction or in response to a valid request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable Law, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or Solution specific information from any such disclosure or public filing, unless such omission is prohibited by Law.

D. Notwithstanding the foregoing, Client authorizes Service Provider to store (where applicable) and use all data provided by or on behalf of Client and/or its users of the Store, including customers, in connection with the Services, and all information that is derived from such data, in order to provide the Services, to create and provide Anonymized Information to third parties, and for other purposes permissible under applicable law. "**Anonymized Information**" means data provided by or on behalf of Client or the Store in connection with the Services, including without limitation customers, suppliers, sales and like, in connection with the Services, and all information that is derived from such data, that has been rendered anonymous by removing names and other personal information such that it does not relate to nor is reasonably linkable to Client. Service Provider may use its affiliates in creating the Anonymized Information.

6. Representations and Warranties.

- A. Authority. The Parties each represent and warrant the signatory below is authorized to bind the Party for whom it is signing, and the Party has the authority to enter this Agreement.
- B. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, EXPRESS OR IMPLIED (AND WHETHER IMPLIED BY STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE OR OTHERWISE) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- C. No Reliance. SERVICE PROVIDER MAKES NO GUARANTEE OF ANY KIND OR NATURE REGARDING THE EFFECTIVENESS OR RESULTS OF THE SERVICES OR STORE, INCLUDING SPECIFICALLY WHETHER OR NOT FEES WILL EXCEED GROSS INCOME OR BE RECOUPED. Accordingly, no Store success, earnings, or results can be viewed as typical, average, expected, or be reasonably relied upon. The performance of each store managed by Service Provider, including Client's Store, is determined by factors both known and unknown, both manageable and unmanageable, including but not limited to (i) the amount and value of Client's efforts, (ii) Client's acts and omissions and adherence to Service Provider's guidelines, (iii) the availability, timing and use of Client working capital, (iv) the quality and desirability of Store products and variable market conditions relevant to such products, (v) general economic conditions and fluctuations, (vi) Host policies and enforcement, and (vii) third party search and review algorithms.
- D. Buyback Warranty. Provided Client is in Compliance, Service Provider guarantees Client a Store Buyback, as described at Exhibit C, entitled, "Store Buyback."

7. **Indemnification.** Client shall indemnify, hold harmless, and, at Service Provider's option, defend Service Provider (including its employees, agents, officers and directors) from and against any Losses resulting from any third-party claim that the Store infringes or misappropriates such third party's intellectual property rights and any third-party claims based on Client's (i) tortious or unlawful misconduct, (ii) use of the Services in a manner not authorized by this Agreement, (iii) modifications to the Services not made by Service Provider, or (iv) the introduction of an outside contractor; provided that Client may not settle any third-party claim against Service Provider unless Service Provider consents to such settlement, and further provided that Service Provider will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice. "**Losses**" means losses, damages, liabilities and costs (including reasonable attorney fees). Service Provider shall hold harmless and indemnify Client for its Losses resulting from third party claims directly related to Service Provider's grossly negligent provision of Services hereunder.

8. **Limitation of Liability.** IN NO EVENT WILL SERVICE PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCLUDING FOR EXAMPLE ANY OF THE FOREGOING RESULTING FROM A SERVICE SUSPENSION; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS LESS.

9. General.

A. **Entire Agreement.** This Agreement exclusively governs the relationship between the Parties with respect to the subject matter hereof, and constitutes the entire agreement and understanding between the Parties, superseding all previous such agreements and understandings. No prior dealings between the Parties shall be relevant to supplement, interpret, or explain any word used herein, and no usage of the trade shall be applicable to supplement, interpret, or explain any term used herein. All exhibits hereto are part of this Agreement, and to the extent they contain capitalized terms not defined therein, such terms shall have the meaning as defined herein.

B. **Notice.** “**Notice**” means a notification or other communication hereunder that is: (i) in writing, and (ii) addressed to a Party at their address set forth in this section (or to such other address (or email address) as such Party may later designate pursuant to Notice), and (iii) timely delivered via nationally recognized overnight courier (with all fees pre-paid) providing proof of delivery, or via email if so designated, and (iv) effective upon receipt of such Party.

Service Provider	Client
<p>Attention: Notices Wealth Assistants, LLC 1334 Brittmoore Rd #1001 Houston, TX 77043</p> <p>with a copy to: legal@wealthassistants.com</p>	<p>1886 Jacqueline Way Concord, CA 94519</p>

C. Dispute Resolution.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Harris County, Texas. The arbitration shall be governed by the laws of the State of Texas. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

The arbitrator shall not award consequential damages in any arbitration initiated under this section. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence,

content, or results of any arbitration hereunder without the prior written consent of both parties.

- D. Amendment. This Agreement may not be modified except by written mutual agreement executed by authorized representatives of the Parties and indicating its intent to serve as such an amendment.
- E. Assignment. This Agreement shall be freely transferable by the Parties; provided that any purported assignment by Client (i) must be an assignment of all Client's rights and obligations hereunder, and (ii) must be preceded by 30 days Notice to Service Provider, and (iii) shall entitle Service Provider to a Transfer Fee (as described in Exhibit B).
- F. Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving; and unless otherwise provided in such writing shall be limited to such specific instance and circumstances. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- G. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement (electronically or in writing) as of the Effective Date.

SERVICE PROVIDER	CLIENT
Wealth Assistants, LLC	Tina Luk _____ _____ _____ _____
By: <u>R. Carroll</u> (signature)	By: <u>Tina Luk</u> (signature)
Name: Ryan Carroll Title: CEO Date: 08-17-2023	Name: Tina Luk Title: Owner Date: 08-17-2023 Address: 1886 Jacqueline Way Concord, CA 94519 _____ _____

Acknowledged and agreed:

By: _____ (signature)	By: _____ (signature)
Name: _____ Title: _____ Date: _____	Name: _____ Title: _____ Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES – NEW STORE

1. **Overview.** Service Provider will be responsible for Store operations. The Service Provider's principal aims are to provide a "done for you" operation for Client, focusing on high-quality lawfully commercialized products offered at competitive prices accompanied by excellent customer service for end-user customers in a manner that promotes growth.
 - A. **Initial Phase.** During the first three (3) months, the Store will be in a probationary phase. Service Provider will focus on customer satisfaction and other customer metrics such as reliably meeting customer demands and quality control, including but not limited to Host account health parameters such as order defect rate, cancellation rate, late dispatch rate, on-time delivery, and return dissatisfaction rate. During this period, the Services will be tuned to building the Store's reputation and positioning the operations for successful Store ramp-up.
 - B. **Ramp-Up.** During the remainder of the first year, Service Provider will steadily encourage and support ramping up the scale of the Store by, for example, increasing product listings, optimizing SEO, and exploring advertising opportunities. Increased inventory will be required to meet increased demand as described below. The focus of this period is to lay the groundwork for future success.

MONTHS	COST OF INVENTORY PER MONTH
1 – 3	\$10,000
4 – 6	\$30,000
7 – 9	\$50,000
10 – 12 *	\$70,000

* The end of this period is the "**Milestone**."

2. **Logistics.**
 - A. **Set-Up.** Upon the Effective Date, Client may desire assistance related to identifying and communicating with third parties specializing in corporate services such as entity formation, obtaining taxpayer identification numbers, establishing accounts to be used in conjunction with the Services, applying for (re)seller permits, and the like ("**Corporate Services**"). For the convenience of Client, Service Provider agrees to cooperate with Client in identifying and facilitating communications with such providers of Corporate Services, and at other times may also provide various reports (including financial reports) and advice associated with Store operations ("**Administration**"). **HOWEVER, (i) CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT SERVICE PROVIDER IS NOT ITSELF A PROVIDER OF CORPORATE SERVICES, AND SERVICE PROVIDER CANNOT AND DOES NOT (AND SHALL FOR PURPOSE BE DEEMED TO HAVE) PROVIDE(D) LEGAL ADVICE, TAX ADVICE, FINANCIAL ADVICE OR ANY OTHER RELATED PROFESSIONAL ADVICE, and (ii) CLIENT**

HEREBY RELEASES AND WAIVES ALL CLAIMS (KNOWN AND UNKNOWN) ARISING OUT OF SERVICE PROVIDER'S ADMINISTRATION, AND (iii) CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SERVICE PROVIDER FROM ALL LOSSES ASSOCIATED WITH ANY THIRD PARTY CLAIMS RELATED TO ADMINISTRATION. All Administration expenses incurred by Service Provider are the responsibility of Client, and when incurred by Service Provider will be added to the next invoice from Service Provider and paid by Client in the same way as the fees associated with such invoice.

B. Purchasing. Inventory Invoices will generally be provided to Client monthly, but may be more frequent in the event additional inventory is required. Delayed payment of Inventory Invoices can put the Store at risk of suspension by Host. Inventory and purchasing responsibilities are assigned as follows:

INVENTORY AND PURCHASING RESPONSIBILITIES	
Service Provider	Client
<ul style="list-style-type: none"> Send Inventory Invoices to Client Order inventory for Store 	<ul style="list-style-type: none"> Approve Inventory Invoices Pay approved Inventory Invoices within 5 days

3. Operations.

A. Geography. Service Provider may use but is not limited to using USA-based suppliers, USA-based consultants, and international-based virtual assistants (VAs).

B. Management. Service Provider will serve as a business consultant for the Store; performing for example:

- Product research and analysis of market data to identify top-selling products,
- Supplier relationships,
- Strategic sourcing or bulk-ordering products from optimal suppliers,
- Planning warehousing and fulfillment options,
- Product listings including, pricing decisions, and pricing updates,
- Deployment of Store look and feel (including Store name which may change from time to time),
- Customer service including quality control, and processing returns, and
- Internal financial reporting.

Service Provider shall make commercially reasonable efforts to maintain the uniqueness of the Store. In the event Client discovers certain inventory overlap with other stores, Client agrees to notify Service Provider.

C. Suspensions. In the event Client's account with Host becomes "suspended" or otherwise interrupted by Host, then Service Provider will pause provision of Services and assign the matter to Service Provider's Suspension Team to pursue reinstatement. In the event such pursuit is unsuccessful, Service Provider shall provide a substitute Store.

EXHIBIT B
SCHEDULE OF FEES

1. FEES

FEES		
ITEM	AMOUNT	DUE DATE
Set-Up Fee (\$)	Store 1: \$55,000 Store 2: \$52,000	2 Days from Effective Date
Success Fee (%)	Store 1: 30% Store 2: 30%	5 Days from receipt of invoice.
Annual Fee (\$)	2,500 per Store	10 Days after each anniversary of the Effective Date
Transfer Fee	30% of Proceeds if in Years 1–3; 20% of Proceeds if in Years 4–6; 10% of Proceeds thereafter.	10 Days after the effective date of the transfer or close of escrow whichever is earlier

- **"Success Fee"** means a percent of Gross Income.
- **"Gross Income"** means total Store revenue, less the cost of sales returns, allowances, discounts, and cost of goods sold.
- **"Proceeds"** means the gross amount of all consideration paid or payable for the transfer, less any cost of escrow.
- **"Years"** means calendar years since the Effective Date of this Agreement.
- **"Days"** means business days.
- **Additional Stores.** After the initial Store is set-up, additional Store Set-Up fees are discounted by \$3,000 per additional Store.

2. PAYMENTS

Client shall make payments in US dollars to:

FOR PAYMENT BY WIRE	
Account Holder's Name	Wealth Assistants LLC
Account Holder's Address	1334 Brittmoore Rd., Suite 1001, Houston, TX 77043
Account #	2209
Bank Name	Wells Fargo
ABA / Routing #	121000248

FOR PAYMENT BY CHECK	
Payee Name	Wealth Assistants LLC
Send Check to	1334 Brittmoore Rd., Suite 1001, Houston, TX 77043

EXHIBIT C
STORE BUYBACK

In the event Profit does not exceed the Threshold by the Milestone, Client may elect to receive from Service Provider: (1) a Credit, or (2) the Buyback Amount.

"Profit" means Gross Income less the Success Fee received by the Milestone.

"Threshold" means the Set-Up Fee.

"Credit" means an amount equivalent to the Annual Fee, and redeemable, at Client's option, by refund if already paid, or by application to Client's account.

"Buyback Amount" means an amount equivalent to the Threshold less the Profit.

If Client elects to receive the Buyback Amount, then:

- Such election must occur within 30 days of the Milestone by Notice to Service Provider, otherwise Service Provider will issue a Credit.
- The Parties shall cooperate diligently and in good faith to effect the transfer of ownership of the Store to Service Provider within 30 days; and (a) Client shall assist Service Provider, at Service Provider's expense, to further evidence, record and perfect such transfer of ownership, and to perfect, obtain, maintain, enforce and defend any rights transferred; and (b) Client hereby irrevocably designates and appoints Service Provider as its agents and attorneys-in-fact, coupled with an interest, to act for and on Client's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Client.
- Service Provider will buy back the Store inventory at Cost. **"Cost"** means the manufactured cost of the product only, which will not include shipping costs, fulfillment fees, or removal fees.

\$5,000 INVENTORY CONCESSION ADDENDUM

As you have discussed with your Portfolio Manager, this Addendum confirms Wealth Assistant's offer to you that:

- You will receive \$5,000 in Store Inventory upfront paid by Wealth Assistants.
- This Addendum is only active if the effective date of the above Service Agreement is within 14 days of your first meeting with your Portfolio Manager. The onboarding fee must also be received in the timeline laid out in Exhibit B.

Signature Certificate

Reference number: YBQS5-BABMF-WPUHR-SQTCE

Signer

Timestamp

Signature

Tina Luk

Email: luktina@hotmail.com

Sent: 17 Aug 2023 19:36:22 UTC
Viewed: 17 Aug 2023 19:38:27 UTC
Signed: 17 Aug 2023 21:15:03 UTC

Recipient Verification:

✓ Email verified 17 Aug 2023 19:38:27 UTC



IP address: 162.243.16.157
Location: New York, United States

Service Provider

Email: serviceagreements@wealthassistants.com

Sent: 17 Aug 2023 19:36:22 UTC
Viewed: 17 Aug 2023 22:20:40 UTC
Signed: 17 Aug 2023 22:21:54 UTC

Recipient Verification:

✓ Email verified 17 Aug 2023 22:20:40 UTC



IP address: 174.208.42.79
Location: Rochester, United States

Document completed by all parties on:

17 Aug 2023 22:21:54 UTC

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