

Nico Banks, Esq.
nico@bankslawoffice.com
Filing on behalf of all Plaintiffs
CA Bar No. 344705
Banks Law Office
712 H St NE,
Unit #8571,
Washington, DC 20002
Tel.: 971-678-0036

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVID HOUGH;
AMUND THOMPSON;
ISABEL RAMOS;
ANTHONY RAMOS;
MICHAEL NIBARGER
Plaintiffs,
vs.
RYAN CARROLL;
MAX K. DAY;
MAX O. DAY;
MICHAEL DAY;
JARED DAY;
MATTHEW CROUCH;
CHRISTINE CARROLL;
TROY MARCHAND;
BONNIE NICHOLS;
TRAVIS MARKER;
REYHAN PASINLI;
YAX ECOMMERCE LLC; PRECISION
TRADING GROUP, LLC;
WA DISTRIBUTION LLC;
PROVIDENCE OAK PROPERTIES,
LLC;
WA AMAZON SELLER LLC;

) Case No.: 2:24-cv-02886-WLH
)
) **FIRST AMENDED COMPLAINT**
) **FOR:**
) **1. FRAUD CONSPIRACY**
) **2. AIDING AND ABETTING**
) **FRAUD**
) **3. FRAUDULENT TRANSFERS**
) **IN FURTHERANCE OF**
) **CONSPIRACY**
) **CLASS ACTION**
)
) **DEMAND FOR JURY TRIAL**
)
)

1 YAX IP AND MANAGEMENT INC.
2 (D.B.A. “FULFILLABLE”);
3 MKD INVESTMENT ADVISOR, LLC;
4 MKD FAMILY BENEFICIARY, LLC;
5 MKD FAMILY PRIVATE
6 MANAGEMENT COMPANY, LLC;
7 MAX DAY CONSULTING, LLC;
8 HOUTEX FARM EQUITY PARTNERS
9 LLC;
10 BUSINESS FINANCIAL SOLUTIONS
11 ADVISORY LLC;
12 EVO MAXX LLC;
13 WWKB LLC;
14 DREAMS TO REALITY LLC;
15 QUANTUM ECOMMERCE, LLC;
16 WHOLESALE UNIVERSE, INC.;
17 THE LAW OFFICE OF TRAVIS R.
18 MARKER, A PROFESSIONAL
19 CORPORATION (D.B.A. “MARKER
20 LAW AND MEDIATION”);
21 PARLAY LAW GROUP A
22 PROFESSIONAL CORPORATION;
23 TOTAL-APPS, INC.;
24 WELLS FARGO BANK, N.A.

25
26
27
28 Defendants.

FIRST AMENDED COMPLAINT — CLASS ACTION

19 Plaintiffs David Hough, Amund Thompson, Isabel Ramos and Anthony
20 Ramos, and Michael Nibarger (collectively, “Plaintiffs” or “Class Representatives”),
21 individually and on behalf of others similarly situated, by and through their attorneys,
22 bring this class action complaint against the following Defendants: (1) Ryan Carroll;
23 Max K. Day; Max O. Day; Michael Day; Jared Day; Matthew Crouch; Christine
24 Carroll; Troy Marchand; Bonnie Nichols; Travis Marker; and Reyhan Pasinli
25
26
27
28

1 (collectively, the “Human Defendants”); (2) Yax Ecommerce LLC; Precision Trading
2 Group, LLC; WA Distribution LLC; Providence Oak Properties, LLC; WA Amazon
3 Seller LLC; and Yax IP and Management Inc.; (collectively, the “Wealth Assistants
4 Entity Defendants”); (3) MKD Investment Advisor, LLC; MKD Family Beneficiary,
5 LLC; MKD Family Private Management Company, LLC; Max Day Consulting,
6 LLC; HouTex Farm Equity Partners LLC; Business Financial Solutions Advisory
7 LLC; Evo Maxx LLC; Dreams To Reality LLC; and WWKB LLC (collectively, the
8 “Alter Ego Defendants”); (4) Quantum Ecommerce, LLC; and Wholesale Universe,
9 Inc. (collectively, the “Quantum-Wholesale Partnership”); and (5) The Law Office of
10 Travis R. Marker, a Professional Corporation (d.b.a. “Marker Law and Mediation”);
11 Parlay Law Group, A Professional Corporation; Total-Apps, Inc.; and Wells Fargo
12 Bank, N.A. (collectively, the “Payment Processing Defendants”). Plaintiffs allege as
13 follows:

18 **JURISDICTION AND VENUE**

19 1. Plaintiffs invoke the diversity jurisdiction of the Court pursuant to 28 U.S.C. §
20 1332(d) because: (1) at least one Plaintiff in this putative class action resides in
21 a different state from at least one defendant, (2) there are more than 100
22 putative class members, and (3) there are more than \$5 million in controversy.
23
24 2. Venue is proper in this district under 28 U.S.C. § 1391 because Plaintiff
25 Michael Nibarger has resided in Los Angeles County at all times relevant to
26 this dispute.

- 1 3. Personal Jurisdiction over the Wealth Assistants Entity Defendants is proper
- 2 because they purposely defrauded many California residents, collecting over
- 3 \$1,000,000 from those residents.
- 4
- 5 4. Personal Jurisdiction over the Human Defendants, the Quantum-Wholesale
- 6 Partnership, and the Payment Processing Defendants is proper because they
- 7 conspired with the Wealth Assistants Entity Defendants and others to defraud
- 8 individuals across the country. Carrying out that conspiracy included—
- 9 foreseeably—intentionally defrauding dozens of California residents out of
- 10 more than \$1,000,000.
- 11
- 12 5. Moreover, the Human Defendants, the Quantum-Wholesale Partnership, and
- 13 the Payment Processing Defendants all knew or should have known that
- 14 Wealth Assistants' conspiracy to conceal assets was centered in California. In
- 15 particular, Christine Carroll—Wealth Assistants' Finance Manager—resided in
- 16 and worked in California at all times relevant to this dispute. Moreover, Total
- 17 Apps—which, upon information and belief, directed and planned the scheme to
- 18 conceal assets—was headquartered in and did business in California at all
- 19 times relevant to this dispute.
- 20
- 21 6. The Quantum-Wholesale Partnership is subject to personal jurisdiction in
- 22 California for the additional reason that it intentionally made misstatements to
- 23 many California residents in furtherance of the conspiracy's aim to defraud
- 24 those residents. For example, the Quantum-Wholesale Partnership intentionally
- 25
- 26
- 27
- 28

1 sent emails to many California residents telling them—falsely—that Wealth
2 Assistants had purchased valuable inventory packages for those residents.

3 7. Personal Jurisdiction over the Alter Ego Defendants is proper because they are
4 the alter egos of other defendants who are subject to personal jurisdiction in
5 California, as described in more detail below.

7 **SUMMARY OF CASE**

9 8. Wealth Assistants obtained more than \$50 million by defrauding more than
10 600 individuals.

12 9. Specifically, Wealth Assistants advertised that it would provide its clients with
13 substantial income by setting up and managing lucrative online Amazon stores
14 that the clients would own. But Wealth Assistants did not provide the promised
15 services. Instead, it used the fees it collected from Plaintiffs and its other
16 clients for the benefit of the Human Defendants.

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

25 11. Wealth Assistants advertised that the profits of an online store it managed
26 should grow to more than \$10,000 per month by the end of the store's first
27 year.

12. Hundreds of individuals purchased the business opportunity Wealth Assistants
1 offered. Most of these purchasers were middle class, and many had to use all
2 their retirement savings or take out home equity loans to make the purchase.
3

4 13. Wealth Assistants never intended to follow through on its promises.
5

6 14. Some of Wealth Assistants' clients never even received an online store after
7 paying the fee. Others received stores (which themselves are valueless and can
8 be easily and freely set up), but their stores were never stocked with any
9 inventory. Others paid Wealth Assistants for inventory after receiving
10 inventory invoices from Wealth Assistants that turned out to be fake; the
11 inventory never actually appeared in their stores.
12

13 14. Ultimately, the vast majority of Wealth Assistants' clients have received less
15 than \$10,000 in profits from their online stores, and many never received a
16 single dollar of revenue from their stores (if they received stores at all).
17

18 16. Wealth Assistants perpetuated its fraudulent enterprise for as long as it could.
19 When Plaintiffs and other individuals complained, Wealth Assistants invented
20 excuses. It blamed "supply chain disruption," for example. It asked its clients
21 for patience.
22

23 17. Eventually, however, Plaintiffs and other individuals realized that they had
24 been defrauded. Many of Wealth Assistants' clients demanded their money
25 back, complained to their banks, or alerted government agencies about the
26 ongoing fraud.
27

1 18. Realizing that its fraud was being exposed, Wealth Assistants shut down. In
2 October of 2023, Wealth Assistants announced to all of its clients that it was
3 going out of business. The announcement told Plaintiffs that they would not
4 receive further services and would not receive their money back.
5

6 19. Throughout this fraudulent scheme, instead of using the money collected from
7 Wealth Assistants' clients to provide the promised services, Wealth Assistants
8 used much of the money it collected from its clients for the benefit of the
9 Human Defendants. For example, Wealth Assistants' CEO, Ryan Carroll, has
10 recently flaunted his new Lamborghini.
11

12 20. The Payment Processing Defendants helped Wealth Assistants avoid scrutiny
13 from regulators, conceal assets, and launder the proceeds of the fraudulent
14 scheme to the Human Defendants.
15

16 **CLASS REPRESENTATIVES**

17 21. Amund Thompson is an individual who has resided in Grass Valley, California
18 at all times relevant to this dispute.
19

20 22. David Hough is an individual who has resided in Temecula, California at all
21 times relevant to this dispute.
22

23 23. Isabel Ramos is an individual who has resided in Clovis, California at all times
24 relevant to this dispute.
25

26 24. Michael Nibarger is an individual who has resided in Los Angeles County at
27 all times relevant to this dispute.
28

DEFENDANTS

A. Human Defendants

25.Defendant Ryan Carroll is an individual who has resided in Florida at all times
4
5 relevant to this dispute.

26.Defendant Max K. Day is an individual who has resided in Texas at all times
7
8 relevant to this dispute.

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

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

29.Defendant Jared Day is an individual who has resided in Texas at all times
15
16 relevant to this dispute.

30.Defendant Matthew Crouch is an individual who has resided in New York at
18
19 all times relevant to this dispute.

31.Defendant Christine Carroll is an individual who has resided in California at all
21
22 times relevant to this dispute.

32.Defendant Troy Marchand is an individual who has resided in Indiana at all
23
24 times relevant to this dispute.

33.Defendant Bonnie Nichols is an individual who has resided in Texas at all
26
27 times relevant to this dispute.

1 34.Defendant Reyhan Pasinli is an individual who has resided in California at all
2 times relevant to this dispute.

3 35.Defendant Travis Marker is an individual who has resided in Utah at all times
4 relevant to this dispute.

6 **B. Wealth Assistants Entity Defendants**

7 36.Each of the following entities did business as “Wealth Assistants:” **Yax**
8 **Ecommerce LLC; Precision Trading Group, LLC; WA Distribution LLC;**
9 **Providence Oak Properties, LLC; and WA Amazon Seller LLC.**

10 37.Upon information and belief, **Yax IP and Management Inc.** also did business
11 as “Wealth Assistants.”

12 38.Upon information and belief, those Wealth Assistants Entity Defendants did
13 not have operations distinct from one another and did not follow corporate
14 formalities; instead, they acted as each others’ alter egos at all times.

15 39.Upon information and belief, the Wealth Assistants Entity Defendants were
16 created as separate entities solely for the purpose of making it more difficult
17 for their creditors to find and collect the Wealth Assistants Entity Defendants’
18 assets.

19 40.Upon Information and belief, the Wealth Assistants Entity Defendants were
20 also inadequately capitalized at all times relevant to this dispute.

1 41. Each of the Wealth Assistants Entity Defendants was owned, directly or
2 indirectly, solely by one or more of the following individuals: Max K. Day,
3 Max O. Day, Michael Day, and/or Ryan Carroll.
4

5 **C. Alter Ego Defendants**

6 42. Defendant MKD Investment Advisor, LLC is a limited liability company.
7

8 Upon information and belief, its sole member is Max K. Day.
9

10 43. Defendant MKD Family Beneficiary, LLC is a limited liability company. Upon
11 information and belief, its sole member is Max K. Day.
12

13 44. Defendant MKD Family Private Management Company, LLC is a limited
14 liability company. Upon information and belief, its sole member is Max K.
15 Day.
16

17 45. Defendant Max Day Consulting, LLC is a limited liability company. Upon
18 information and belief, its sole member is Max K. Day.
19

20 46. Defendant HouTex Farm Equity Partners LLC is a limited liability company.
21 Upon information and belief, its sole member is Max K. Day.
22

23 47. Defendant Business Financial Solutions Advisory, LLC is a limited liability
24 company. Upon information and belief, its sole member is Max K. Day.
25

26 48. Defendant EvoMaxx, LLC, is a limited liability company. Upon information
27 and belief, its sole member is Max K. Day.
28

1 49.Defendant Dreams to Reality, LLC is a limited liability company. Upon
2 information and belief, its sole member is Ryan Carroll.

3 50.Defendant WWKB, LLC is a limited liability company. Upon information and
4 belief, its sole member is Michael Day.

5 51.Upon information and belief, each of the Alter Ego Defendants acted as their
6 owner's alter ego.

7 52.Upon information and belief, each of the Alter Ego Defendants were
8 undercapitalized.

9 53.Upon information and belief, none of the Alter Ego Defendants had any
10 operations.

11 54.Upon information and belief, none of the Alter Ego Defendants followed
12 corporate formalities, such as maintaining their own by-laws or accurate books
13 and records.

14 **D. Quantum-Wholesale Partnership Defendants**

15 55.Defendant Quantum Ecommerce is a limited liability company incorporated in
16 Indiana. Its sole member is Troy Marchand.

17 56.Defendant Wholesale Universe is a company incorporated in Texas.

18 **E. Payment Processing Defendants**

19 57.Defendant Travis Marker acted on behalf of himself and Defendants The Law
20 Office of Travis R. Marker ("Marker Law") and Parlay Law Group at all times
21 relevant to this dispute. Those two entities are incorporated in Utah.

1 58.Defendant Total-Apps, Inc. (“Total-Apps”) is a corporation that is
2 headquartered in California.

3 59.Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) is a corporation that is
4 headquartered in California.

6 **FACTS**
7

8 **A. Wealth Assistants’ Misrepresentations About Its Services**

9 60.The following is a summary of Wealth Assistants’ agreements with its clients,
10 including Plaintiffs:

12 a. Wealth Assistants’ clients would pay it to set up an online store on the
13 Amazon platform that the clients would own. These stores offered goods
14 for shoppers to purchase online.

16 b. Wealth Assistants’ clients would pay for the online store's inventory.

17 c. Wealth Assistants’ clients were required to pay certain other fees, such
18 as annual fees and a “success fee” when the store was successfully set
19 up.

21 d. Wealth Assistants would manage the store, including by providing
22 customer service, maintaining relationships with suppliers, and
23 managing the inventory.

25 e. Wealth Assistants’ clients would keep between 50 percent and 70
26 percent of the gross profits generated by the stores, and Wealth
27

1 Assistants would take the remaining profits for itself as a management
2 fee.

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

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

8
9
10 The Client will own a turnkey automated drop shipping Amazon retail
11 store, which will be built and operated by the Service Provider. Product
12 research, supplier negotiations, supplier relationships, product listing,
13 day-to-day price updates, quality control, processing returns, customer
14 service, financial reporting, and business growth in the direction of
15 \$10,000+ net profit monthly (assuming Client has the necessary
16 resources, cash/credit) are among the services provided.

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

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

65. The contract also contained the following “Buyback” clause:

If Client has substantially complied with all the provisions of this Service Agreement, and after the Client's 1st anniversary of getting their first Amazon sale, they have not made back their initial \$55,000 (fifty-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.

66. Wealth Assistants knew that it never intended to honor its Buyback clause.

67. Around November of 2022, Wealth Assistants began using a different

standardized contract for its new clients. An example of that standardized

contract is Exhibit B to this Complaint. This later standard contract stated that

“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.”

. The following "description of services" appeared in those contracts

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.

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	\$15,000
2 - 3	\$30,000
4 - 6	\$50,000
7 - 12	\$70,000
13 – 18 *	\$90,000
* The end of this period is the “Milestone.”	

69. Wealth Assistants knew that it would not be able to “ramp up” stores at the rate it promised in its contracts.

70. Likewise, the following description of Wealth Assistants’ “Management” services appeared in the same contract:

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

22 ● Product research and analysis of market data to identify top-selling
23 products,
24 ● Supplier relationships,
25 ● Strategic sourcing or bulk-ordering products from optimal suppliers,
26 ● Planning warehousing and fulfillment options,
27 ● Product listings including, pricing decisions, and pricing updates,
28 ● 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

1 ● Internal financial reporting.

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

6 71. Wealth Assistants knew that it would not provide the “Management” services
7 described in that portion of the contract.

8 72. The same contract also promised a purported “Buyback Warranty,” which
9 stated, in part, as follows:

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

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

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

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

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

21 73. Wealth Assistants knew that it never intended to honor the terms of its
22 Buyback Warranty, and Wealth Assistants in fact did not honor the terms of its
23 Buyback Warranties with Plaintiffs.

24 **B. Wealth Assistants’ Marketing**

25 74. Wealth Assistants sent most of its prospective clients projections showing that
26 the stores Wealth Assistants managed would generate more than \$10,000 per
27 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 or 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 75. Very few, if any, of Wealth Assistants' investors ever achieved the "monthly
13

14 profit totals" advertised by Wealth Assistants.

15 76. Wealth Assistants knew that its clients could not reasonably expect to achieve
16

17 more than \$10,000 per month in profits.

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

19

20

21

22

23

24

25

26

27

28

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

15 79. 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 80. In July of 2022, a representative from Wealth Assistants named Charles
23 Fitzgerald Butler emailed Plaintiff **Amund Thompson** and attached a
24 PowerPoint that projected stores managed by Wealth Assistants would
25 generate more than \$10,000 per month in profits by the end of the store's first
26 year.

81. In November of 2022, Thompson signed a contract to purchase the business opportunity Wealth Assistants was offering.

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

83. In early 2023, Thompson paid \$5,000 to Wealth Assistants for inventory.

Thompson paid Wealth Assistants that money by wiring the money to an escrow agent called Marker Law.

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

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

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

87. Hough later wired approximately \$10,000 to Wealth Assistants for inventory.

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

89. **Isabel Ramos and Anthony Ramos** are married and have several children.

1 90. Anthony Ramos spoke to Defendant Jared Day around January of 2023. Prior
2 to when Anthony and Isabel purchased the business opportunity Wealth
3 Assistants was selling, Jared Day told Anthony that if he purchased that
4 business opportunity, his store would generate around \$10,000 of passive
5 income per month.

6
7 91. In January of 2023, Anthony and Isabel purchased the business opportunity
8 Wealth Assistants was offering.

9
10 92. In or around January of 2023, Isabel and Anthony paid Wealth Assistants
11 \$75,000 as the onboarding fee for the business opportunity.

12
13 93. Thereafter, Isabel and Anthony paid many inventory invoices that they
14 received from Wealth Assistants. Isabel and Anthony paid those inventory
15 invoices, which totaled approximately \$18,000.

16
17 94. Isabel and Anthony received less than \$5,000 in connection with the business
18 opportunity they purchased from Wealth Assistants.

19
20 95. Plaintiff **Michael Nibarger** is a retired California Patrol Officer.

21
22 96. In or around September of 2022, Nibarger spoke to a representative of Wealth
23 Assistants named Brayton Bushby. Bushby sent Nibarger a PowerPoint stating
24 that Wealth Assistants' stores could be expected to generate up to \$10,000 per
25 month in profits.

26
27 97. Nibarger then decided to purchase the business opportunity Wealth Assistants
28 was offering in September of 2022. Nibarger paid Wealth Assistants \$55,000

1 as the onboarding fee for the business opportunity Wealth Assistants was
2 offering.

3 98. A Wealth Assistants representative named Ashley Nydam—who now works
4 for Defendant Wholesale Universe—assisted Nibarger in setting up his store.

5 99. Thereafter, Nibarger paid two inventory invoices he received from Wealth
6 Assistants for \$5,000 each.

7 100. Nibarger received less than \$3,000 in connection with the business
8 opportunity he purchased from Wealth Assistants.

9
10 **D. Wealth Assistants Announced It Was Shutting Down And Fraudulently
11 Transferred Many Of Its Assets To Ryan Carroll, Michael Day, Max K.
12 Day, and Max O. Day**

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

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

18 103. Wealth Assistants has not honored Plaintiffs’ Buyback agreements.

19 104. Many of Wealth Assistants’ clients have complained, requested refunds,
20 or requested that Wealth Assistants honor its Buyback agreements, but have
21 not received a response from Wealth Assistants.

22
23
24
25
26
27
28

105. Wealth Assistants transferred its funds—either directly or indirectly with
1
2 fraudulent transfers through entity Defendants—to Defendants Ryan Carroll,
3
4 Max K. Day, Max O. Day, and Michael Day for them to personally use.

106. Wealth Assistants also took steps to conceal the fraudulent transfers of
5 funds to its principals Ryan Carroll, Max K. Day, Max O. Day, and Michael
6 Day. For example, Wealth Assistants used “payment processors” to receive
7 payments from Wealth Assistants’ clients and transfer the funds to hidden bank
8 accounts not disclosed to its clients.

11
12 **E. When Wealth Assistants Shut Down, It Transitioned Many Of Its Clients’
13 Accounts And Assets To Quantum Ecommerce and Wholesale Universe**

14 107. Wholesale Universe and Quantum Ecommerce operate a partnership that
15 purports to provide store-management services similar to the store-
16 management services that Wealth Assistants used to purport to provide.

17 108. Bonnie Nichols, the owner of Wholesale Universe, has described
18 Wholesale Universe and Quantum Ecommerce as “like a brother-sister
19 company” in which Bonnie Nichols—acting through Wholesale Universe—
20 “lock[s] down the inventory” and Troy Marchand—acting through Quantum
21 Ecommerce—“provides the account management services,” such as monitoring
22 the online stores, handling returns and refunds, and helping to reactivate any
23 online stores that Amazon has deactivated.

109. Wholesale Universe and Quantum Ecommerce have presented
1
themselves as a joint partnership operating a single business when presenting
2
contracts to clients.
3

110. Moreover, Precision Trading LLC (one of the Wealth Assistants Entity
5
Defendants) has done business as “Quantum Ecom” according to its corporate
6
registration.
7

111. On October 27, 2023—approximately four days after Wealth Assistants
9
announced that it was shutting down—Bonnie Nichols described the manner in
10
which she (acting through Wholesale Universe) and Troy Marchand (acting
11
through Quantum Ecommerce) aided Wealth Assistants as follows, in an online
12
13
webinar presented publicly and targeted at Wealth Assistants’ former clients:
14

15
16
17
18
19
20
21
22
23
24
25
26
27
28
The way that we actually met Wealth Assistants is they reached
out to us about 90 days ago, because they were having issues with
supply chain, and with inventory and getting that product
uploaded into their clients stores. And because they know that
we've got that locked down, they reached out to us and they said,
hey, we need your help. And so we came on board about 90 days
ago, and we started servicing about 100 to 175 clients with our
products and services. We didn't have access to your information,
we had access to be able to upload the product into your store as
quickly as possible.

112. Upon information and belief, Bonnie Nichols’ statement is true insofar
23
as Bonnie Nichols and Troy Machand—acting through the Quantum-
24
Wholesale Partnership—did help Wealth Assistants. For example, upon
25
26
information and belief, Bonnie Nichols and Troy Marchand helped Wealth
27
28

1 Assistants recruit new clients and/or process payments from those clients to
2 Wealth Assistants.

3 113. However, the Quantum-Wholesale Partnership did not provide
4 reasonable inventory or store-management services to 100 clients. For
5 example, it is not true that the Quantum-Wholesale Partnership provided
6 \$10,000 or more of inventory to 100 stores that Wealth Assistants was
7 managing.

8 114. As discussed above, on October 23, 2023, Defendant Ryan Carroll—the
9 CEO of Wealth Assistants—emailed Wealth Assistants’ clients, including
10 Plaintiffs, stating Wealth Assistants “will not be able to honor any more
11 Buyback Guarantees” and would “cease all operations before December 1,
12 2023.” The same email also stated that Wealth Assistants was offering its
13 clients a “Transition Agreement.” Specifically, Wealth Assistants offered its
14 clients the opportunity to transition their stores to management by another e-
15 commerce firm on “favorable terms.” The email also attached a “comparison of
16 vendor proposals,” which purportedly compared three e-commerce firms that
17 had offered “favorable terms” to manage Wealth Assistants’ clients’ stores. But
18 the only e-commerce firms actually identified in the “vendor proposals” were
19 “Quantum Ecom” and “Wholesale Universe,” which jointly offered a proposal.
20 The other “vendors” offering the proposal were anonymous.

1 115. After Wealth Assistants shut down, many former clients of Wealth
2 Assistants began receiving unsolicited emails from Wholesale Universe, acting
3 on behalf of the Wholesale Universe and Quantum Ecommerce joint
4 partnership. Some of those emails stated that “prior to going out of business,
5 Wealth Assistants purchased an inventory package for you valued at \$35,000.
6 It is now ready for upload to your Amazon FBA account.”
7

8 116. The statement about the inventory-package purchases was false because
9 Wealth Assistants had not in fact purchased \$35,000 inventory packages for all
10 of the recipients of that email before it shut down.
11

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

17 118. In the October 27th, 2023 webinar noted above, Bonnie Nichols
18 described the Quantum-Wholesale Partnership’s reaction to hearing that
19 Wealth Assistants was shutting down by stating:
20

21
22 We were kind of like, you know, caught off guard just like you
23 guys were over the last couple of weeks when all this happened.
24 And so, so we're kind of right now, filling, figuring out
25 how we can reach out to you guys, but we have a ton of product—
26 it's at our warehouse right now—that's ready to be uploaded into
27 your accounts.

28 And so all we need is to be able to get you guys onboarded and to
get your user permission access to your store so that we can
upload the inventory for the funds that was sent over to us from

Wealth Assistants, since that's still pending to be uploaded into your accounts.

119. Meanwhile, Bonnie Nichols, Troy Marchand, and either Max K. Day or
Max O. Day were instant messaging in a group called “Fulfillable” (the name
of one of the Wealth Assistants Entity Defendants) about how the Quantum-
Wholesale Partnership could gain to access Wealth Assistants’ former clients’
online stores.

120. On December 19, 2023, Wholesale Universe—acting on behalf of the Quantum-Wholesale Partnership—sent an email to many of Wealth Assistants' clients. Although the vast majority of the recipients of the email had not partnered with Wholesale Universe, the email began by stating “We appreciate your partnership with Wholesale Universe and value the opportunity to assist in providing you your Amazon inventory efficiently, as was ordered by Wealth Assistants over the last 100 plus days.” The email later stated “to ensure a smooth transition, we kindly request your prompt attention to the following matters: Please provide Wholesale Universe User Access Permission . . .” The email later stated “failure to provide the required information within the next 30 days will result in the initiation of a monthly storage fee of \$500, commencing from December 20, 2023. This fee will be deducted from your inventory amount currently on hand at WU.”

121. Many of Wealth Assistants' former clients who received Wholesale Universe's email demanded that the Quantum-Wholesale Partnership provide

1 those former clients with the money that Wealth Assistants had paid the
2 Quantum-Wholesale Partnership for the former clients' respective stores'
3 inventory.
4

5 122. The Quantum-Wholesale Partnership refused to make those payments to
6 the vast majority of former Wealth Assistants clients who asked for them. The
7 Quantum-Wholesale Partnership told at least one former Wealth Assistants
8 client that any such requests must be directed to Wealth Assistants' bankruptcy
9 attorneys, but it would not say who the Wealth Assistants bankruptcy attorney
10 is, and none of the Wealth Assistants Entity Defendants had declared
11 bankruptcy.
12
13

14 **F. The Payment Processor Defendants Conspired With Wealth Assistants To
15 Help It Conceal Assets From Plaintiffs**

16 123. **Wealth Assistants' "Payment Processing" Strategy:** Wealth
17 Assistants knew, at all times it existed, that it was operating a fraudulent
18 scheme.
19

20 124. Accordingly, Wealth Assistants suspected that its clients would
21 eventually either attempt to charge back their credit cards to recover their
22 payments, or sue Wealth Assistants to attempt to recover their payments.
23

24 125. Moreover, Wealth Assistants knew that it would likely lose any
25 chargeback disputes or lawsuits commenced against it.
26

27 126. Accordingly, Wealth Assistants attempted to conceal the proceeds of its
28 fraudulent scheme so that, even when it lost chargeback disputes or lawsuits,

1 its clients would not be able to recover their money because they would not be
2 able to find the assets.

3 127. Furthermore, Wealth Assistants knew that it would need to avoid
4 scrutiny from anti-money-laundering regulators and law enforcement because,
5 if it drew scrutiny, it would be easy for regulators and law enforcement officers
6 to detect that Wealth Assistants was a fraudulent scheme.

7 128. Wealth Assistants and its payment processors attempted to avoid
8 drawing scrutiny from regulators, and attempted to make its assets more
9 difficult for creditors to find, by: (1) avoiding large transactions, (2) using
10 many different payment processors so that no single payment processor was
11 processing too much money, (3) dividing its assets into many different bank
12 accounts, and (4) upon information and belief, passing money through many
13 different accounts or processors before the money reached its final destination
14 (collectively, the “Payment Processing Strategy”).

15 129. **Travis Marker:** Defendant Travis Marker, acting on behalf of his
16 companies Marker Law & Mediation and Parlay Law Group, served as an
17 “escrow agent” for Wealth Assistants.

18 130. In his capacity as an “escrow agent,” Travis Marker collected payments
19 from Wealth Assistants’ clients and then passed them to bank accounts
20 controlled by Wealth Assistants.

1 131. In order to collect payments from Wealth Assistants' clients, Marker
2 often shipped credit card readers to the clients and instructed them to make
3 discrete small payments.
4

5 132. Sometimes, Marker sent a Wealth Assistants client more than one credit
6 card reader because, he told them, a single credit card reader could only
7 process a small amount of payments at one time.
8

9 133. Marker used different credit card readers to process payments, in small
10 discrete amounts, to attempt to avoid money-laundering detection.
11

12 134. **Total-Apps on behalf of Wells Fargo:**
13

14 135. The Executive Director of Total-Apps is Rey Pasinli. Rey Pasinli. In
15 2005, the Federal Trade Commission brought an action against Rey Pasinli in
16 the Central District of California in Case Number CV 05-6054. The complaint
17 alleged that Pasinli "provided payment processing services to a fraudulent
18 enterprise known as Pharmacards, which attempted to steal at least \$1.2
19 million from thousands of consumer checking accounts." Specifically, he
20 "arranged for consumers' accounts to be debited without personally meeting
21 any individual associated with the Pharmacards operation" and did not
22 "require proof that consumers had authorized the debits to their checking
23 accounts."
24

25 136. To resolve the suit brought by the Federal Trade Commission, Pasinli
26 stipulated to a permanent injunction. He agreed to refrain from "taking any
27
28

1 action to process any payment, directly or on behalf of any client, against any
2 consumer's credit card or bank account without having previously undertaken a
3 reasonable investigation to determine that the consumer has provided
4 defendants or the client with express verifiable authorization.”
5

6 137. After stipulating to that permanent injunction, Pasinli became the owner
7 and Executive Director of the company Total-Apps. Total-Apps states on its
8 website that it is “a registered ISO of Wells Fargo Bank, N.A.”
9

10 138. Upon information and belief, Total-Apps was in fact a registered
11 independent sales company (“ISO”) of Wells Fargo at all times relevant to this
12 dispute, meaning that Wells Fargo was Total-Apps sponsor.
13

14 139. An ISO is an entity that is authorized to market and sell the services of
15 banks.
16

17 140. According to its website, the services that Total Apps provides to
18 merchants as a Wells Fargo-sponsored ISO include:
19

- 20 a. “if payment processing has been halted, we are able to help you restore
21 payment processing by quickly setting up the new merchant accounts.”
- 22 b. “If funds have been frozen, we can recommend the best process to
23 release these funds and resume business operations quickly.”
- 24 c. “reduc[ing] reserve rates”
- 25 d. “increas[ing] processing limits”
- 26 e. “fraud chargeback response”

1 f. “Total-Apps is the expert in providing Merchant Account Services and
2 Advanced Payment Processing Solutions. To optimize your process you
3 can select to outsource payment processing to our team. Alternatively,
4 we can provide on-site and off-site training for your employees.”
5

6 141. As Total-Apps’ sponsoring bank, Wells Fargo had a duty to supervise
7 and monitor Total-Apps.
8

9 142. Upon information and belief, Total-Apps acted as Wells Fargo’s agent
10 whenever it was assisting Wealth Assistants, including when it was helping
11 Wealth Assistants process payments and conceal the proceeds of its fraudulent
12 scheme.
13

14 143. Total-Apps had access to Wealth Assistants’ financial records.
15

16 144. Upon information and belief, Total-Apps frequently served As Wealth
17 Assistants’ payment processor.
18

19 145. For example, in January of 2023, Max O. Day was attempting to recruit
20 a new “payment processor” called “Mint Solutions.” In doing so, Max O. Day
21 sent the email shown below to Mint Solutions and the email addresses
22 Rey@total-apps.com and Alison@total-apps.com:
23
24
25
26
27
28

1 From: Max Day <maxday@wealthassistants.com>
2 Date: Thu, Jan 5, 2023 at 1:43 PM
3 Subject: Introductions
4 To: Zach Henson <zach@mintsolutions.biz>, Alison Schmidt <alison@total-apps.com>, Rey Pasinli <Rey@total-apps.com>

5 Zach <> Rey & Alison

6 Zach - I would like to introduce you Rey and Alison with Total Apps. I have known
7 Rey for 15+ years, and he is a trusted friend. They take a very creative and
8 custom approach to processing. They could help with your rapidly expanding
business.

9 Y'all take it from here.

10 Very Best,
11 Max

12
13 146. The phrase “very creative and custom approach to processing” in the
14 email shown above was Max O. Day’s euphemism to convey that Total-
15 Apps—acting on behalf of Wells Fargo—had helped the Day family and
16 Wealth Assistants process payments in a manner that concealed assets and
17 avoided scrutiny from regulators.

18
19 147. More generally, Total-Apps assisted Wealth Assistants in concealing its
20 assets and avoiding regulatory scrutiny by helping Wealth Assistants and the
21 payment processors implement the Payment Processing Strategy described
22 above.

23
24 148. **Wells Fargo’s Obligations:**

25
26 149. Federal law requires banks to know their customers and understand their
27 customers’ banking behavior. Under applicable regulations, a bank must
28

1 maintain procedures that allow it to “form a reasonable belief that it knows the
2 true identity of each customer.” 31 C.F.R. §§ 1020.220(a)(1), (2). Thus, banks
3 are required to collect information about the holder of each account. Where an
4 entity opens an account, the bank must obtain information concerning the
5 individuals who control the account.

6
7 150. Wells Fargo is obligated to comply with the Bank Secrecy Act (BSA),
8 12 C.F.R. § 21.21, including regulations broadening its anti-money laundering
9 provisions.

10
11 151. The BSA requires Wells Fargo to develop, administer, and maintain a
12 program to ensure compliance. The program must be approved by the bank’s
13 board of directors and noted in the board meeting minutes. It must: (1) provide
14 for a system of internal controls to ensure ongoing BSA compliance, (2)
15 provide for independent testing of the bank’s compliance, (3) designate an
16 individual to coordinate and monitor compliance, and (4) provide training for
17 appropriate personnel.

18
19 152. Customer due diligence programs should be tailored to the risk presented
20 by individual customers, such that the higher the risk presented, the more
21 attention is paid. Where a customer is determined to be high risk, banks should
22 gather additional information about the customer and accounts, including
23 determining: (1) purpose of the account; (2) source of funds; (3) proximity of
24
25
26
27
28

1 customer's residence to the bank; and (4) explanations for changes in account
2 activity.

3 153. Additionally, Wells Fargo must designate a BSA compliance officer
4 who is a senior bank official responsible for coordinating and monitoring
5 compliance with the BSA. The compliance officer must, in turn, designate an
6 individual at each office or branch to monitor the bank's day-to-day BSA
7 compliance.

8 154. The federal government established the Federal Financial Institutions
9 Examination Council (FFIEC) in 1979 to prescribe uniform principles,
10 standards, and report forms and to promote uniformity in the supervision of
11 financial institutions. The FFIEC's Bank Secrecy Anti-Money Laundering
12 Manual (FFIEC Manual) summarizes BSA and anti-money laundering
13 compliance program requirements, risks and risk management expectations,
14 industry sound practices, and examination procedures. The FFIEC Manual is
15 based on BSA laws and regulations and BSA and anti-money laundering
16 directives issued by federal banking agencies, such as the Federal Reserve, the
17 Federal Deposit Insurance Corporation (FDIC), and the Office of the
18 Comptroller of Currency. See FFIEC BSA/AML Examination Manual, at p. 5
19 (2010).

20 155. Banks must also ensure that their employees follow BSA guidelines.
21 Banks make compliance a condition of employment and incorporate
22
23
24
25
26
27
28

1 compliance with the BSA and its implementing regulations into job
2 descriptions and performance evaluations. Banks are therefore required to
3 train all personnel whose duties may require knowledge of the BSA on that
4 statute's requirements.
5

6 156. Banks and their personnel must be able to identify and take appropriate
7 action once put on notice of any of a series of money laundering “red flags” set
8 forth in the FFIEC BSA/AML Examination Manual. These red flags include:
9
10 (1) repetitive or unusual fund transfer activity; (2) fund transfers sent or
11 received from the same person to or from different accounts; (3) transactions
12 inconsistent with the account holder’s business; (4) transfers of funds among
13 related accounts; (5) depositing of funds into several accounts that are later
14 consolidated into a single master account; (6) large fund transfers sent in round
15 dollar amounts; (7) multiple accounts established in various corporate names
16 that lack sufficient business purpose to justify the account complexities; (8)
17 multiple high-value payments or transfers between shell companies without a
18 legitimate business purpose; (9) payments unconnected to legitimate contracts
19 or revenue sources; (10) fund transfers containing limited content or related
20 party information; (11) transacting businesses sharing the same address; and
21 (12) an unusually large number of persons or entities receiving fund transfers
22 from one company.
23
24
25
26
27
28

157. **Wells Fargo's Illegal Activities And Notice Of Fraudulent Scheme:**

2 Wells Fargo acted as a co-conspirator in the Wealth Assistants fraudulent
3 scheme through its agent, Total-Apps, as discussed above.

4
5 158. Wells Fargo also participated in the conspiracy by keeping custody of
6 Wealth Assistants' assets and other Defendants' assets.

7
8 159. Upon information and belief, Wells Fargo also processed payments for
9 Wealth Assistants.

10
11 160. Wells Fargo also must develop a customer due diligence program to
12 assist in predicting the types of transactions, dollar volume, and transaction
13 volume each customer is likely to conduct, thereby providing the bank with a
14 means for identifying unusual or suspicious transactions for each customer.

15
16 The customer due diligence program allows the bank to maintain awareness of
17 the financial activity of its customers and the ability to predict the type and
18 frequency of transactions in which its customers are likely to engage.

19
20 161. Upon information and belief, Wells Fargo knew that Wealth Assistants
21 was a fraudulent scheme when Wells Fargo custodied Wealth Assistants' assets
22 and processed its payments.

23
24 162. Wells Fargo custodied the following accounts:

25
26 a. A \$400,000 account held in the name of Max K. Day.;
27 b. A \$40,000 account held in the name of Maxpro Marketing LLC (one of
28 Max K. Day's alter egos).

- 1 c. A \$65,000 account held by Business Financial Solutions Advisory LLC.
- 2 d. A \$280,000 account held by Precision Trading Group, LLC (one of the
- 3 Wealth Assistants Entity Defendants).
- 4 e. A \$600,000 investment account held by Precision Trading Group, LLC
- 5 d.b.a. Wealth Assistants LLC;
- 6 f. A \$20,000 account held by Precision Trading Group, LLC d.b.a. WA
- 7 Amazon Seller;
- 8 g. A \$20,000 account held by Precision Trading Group, LLC d.b.a. WA
- 9 Distribution LLC;
- 10 h. A \$3,400,000 account held by Precision Trading Group, LLC d.b.a. WA
- 11 Wells Fargo;
- 12 i. A \$20,000 account held by Precision Trading Group, LLC d.b.a. WA
- 13 Brand Management LLC
- 14 j. A \$20,000 account held by Precision Trading Group, LLC d.b.a. Carroll
- 15 Enterprises LLC

163. The Wealth Assistants Entity Defendants and the Human Defendants'
17 interrogatory responses have indicated that each of those accounts listed above
18 was "closed by Wells Fargo" and now contain no money.

19 164. Upon information and belief, Wells Fargo knew that the accounts
20 mentioned above—and other accounts associated with Wealth Assistants and
21 22 23 24

1 its principals—were being used to facilitate a fraudulent scheme for the
2 following reasons, among others:

3 a. Wells Fargo received numerous chargeback requests—which contained
4 descriptions of the Wealth Assistants fraudulent scheme—from Wealth
5 Assistants’ clients. Those requests requested reversals of payments the
6 clients had made to the accounts listed above. Wells Fargo failed to
7 respond to many of those chargeback requests.

8 b. Many of Wells Fargo’s own clients were themselves clients of Wealth
9 Assistants and asked Wells Fargo to reverse wire transfers or
10 chargebacks they had made to the Wealth Assistants accounts listed
11 above. Wells Fargo spoke to those clients about Wealth Assistants’
12 fraudulent activities but still failed to reverse the wire transfers or
13 chargebacks.

14 c. Counsel for Plaintiffs sent Wells Fargo multiple letters describing
15 Wealth Assistants’ fraudulent scheme, and informing Wells Fargo that
16 Precision Trading was part of the fraudulent scheme, from January
17 through May of 2024.

18 d. Upon information and belief, Wells Fargo’s agent—Total Apps—was
19 corresponding with Wealth Assistants about concealing the fraudulent
20 proceeds of the accounts at issue.

21

22

23

24

25

26

27

28

- 1 e. Bank of America froze Wealth Assistants' accounts in 2022. That
- 2 information was publicly available because Wealth Assistants filed a
- 3 complaint against Bank of America when the accounts were frozen.
- 4
- 5 f. Members of the Day family had previously been the subjects of an
- 6 adversarial action brought by a bankruptcy trustee alleging that they had
- 7 perpetrated a fraudulent scheme. Accordingly, Wells Fargo knew that
- 8 the accounts were high risk and needed to be subject to heightened
- 9 scrutiny.

11 165. Moreover, even when Wells Fargo received an asset freeze order from
12 this Court, Wells Fargo refused to take any immediate action to ensure that it
13 did not participate in a violation of the court order or in further fraudulent
14 activity in the accounts at issue. It instead stated “the bank will not be
15 enjoining or freezing any of the accounts of the jurisdictional defendants” as
16 shown below:

17

18

19

20

21

22

23

24

25

26

27

28

1 ← David.Pinch@wellsfargo.com Mon, Apr 15, 6:24 PM ☆ ← ⋮
2 to me, Rory.D.Zamansky, Michael.Lipsitz, David.Pinch ▾
3
4 Dear Mr. Banks:
5
6 Please know that Wells Fargo Bank, N.A. has received the temporary restraining
7 order that you forwarded this afternoon. The bank appreciates receiving the copy
8 of the order. I have reviewed its terms. The order is directed only at specific
9 defendants within the jurisdiction of California (which the court has deemed the
10 "jurisdictional defendants") and not Wells Fargo or any other bank. The
11 defendants are enjoined from dispersing or removing funds with the monthly
12 exception that each human may draw \$9000 per month for living expenses.
13
14 The order does not direct Wells Fargo to take any action or otherwise to monitor
15 the accounts. The bank does not have a means to freeze an account and monitor
16 a withdrawal limit of \$9000 per month per human.
17
18 Please let us know the outcome of the April 19, 2024, hearing on the preliminary
19 injunction. In the meantime, the bank will not be enjoining or freezing any of the
20 accounts of the jurisdictional defendants. The court has not ordered the bank to
21 take that action.
22
23 David E. Pinch
24 Senior Counsel
25 Wells Fargo Legal Department
26 david.pinch@wellsfargo.com

17
18 **G. The Human Defendants All Conspired To Carry Out The Fraud**
19
20 **Described Above**

21 166. Defendant **Ryan Carroll** is the Chief Executive Officer of Wealth
22 Assistants. He participated in the conspiracy described above in the following
23 ways:
24
25 a. Ryan Carroll claims that he founded Wealth Assistants and led the
26 company's growth.
27
28

- b. Ryan Carroll used videos of himself to recruit new clients for Wealth Assistants. Those videos included intentionally false statements. For example, he stated in those recorded videos that Wealth Assistants' stores could be expected to generate more than \$10,000 in profits per month.
- c. Ryan Carroll fraudulently transferred money from Wealth Assistants to himself and used that money for personal gain. For example, Carroll stated on social media that he had purchased a Lamborghini.
- d. Ryan Carroll is the founder and owner of **Defendant Yax Ecommerce LLC**, which did business as “Wealth Assistants LLC.”
- e. Carroll is also the owner of **WA Amazon Seller LLC** and the manager of the North Carolina branch of Defendant **WA Distribution LLC**, both of which collected payments from Wealth Assistants' victims on behalf of Wealth Assistants.
- f. Carroll also created the company Daddy Jules LLC which, upon information and belief, serves the sole purpose of concealing Ryan Carroll's personal assets.
- g. Carroll is also the owner of **Dreams to Reality LLC**, which is an owner of Defendant Yax Ecommerce LLC. Upon information and belief, the sole purpose of Dreams to Reality LLC is to serve as an alter ego for

1 Ryan Carroll to make it more difficult for victims of Wealth Assistants
2 to collect judgments from him.

3 167. **Max K. Day** is an owner of Wealth Assistants. He participated in the
4 conspiracy described above in the following ways:

- 5 a. Max K. Day formed and managed Defendant **Precision Trading**
6 **Group, LLC**. According to Precision Trading Group's corporate
7 registration, it operated under the "assumed names" of "Wealth
8 Assistants LLC," "WA Distribution, LLC," "WA Brand Management,
9 LLC," and "WA Amazon Seller, LLC" beginning on December 14,
10 2022. Precision Trading accepted payments on behalf of Wealth
11 Assistants from many Wealth Assistants clients.
- 12 b. Max K. Day is the Director of Defendant **Providence Oak Properties,**
13 **LLC**. Providence Oak Properties, LLC accepted payments on behalf of
14 Wealth Assistants from many of Wealth Assistants' clients. A
15 representative of Wealth Assistants stated, "Providence Oak Properties is
16 a part of Wealth Assistants."
- 17 c. Ryan Carroll described Max K. Day as his "mentor" and "business
18 partner" in starting and managing Wealth Assistants.
- 19 d. Max K. Day represented to one or more of Wealth Assistants' clients
20 that they would receive a refund on their store. When he made that
21 representation to Wealth Assistants' client Dominic Camany in
22

1 September of 2023, Max K. Day knew that it was not true, and in fact
2 Camany never received a refund.

3 e. Max K. Day aided and abetted the fraudulent scheme at issue by drawing
4 on his past experiences in fraudulently transferring assets. For example,
5 in 1992, Max K. Day agreed to injunctive relief after being charged by
6 the Federal Trade Commission with operating a fraudulent credit card
7 scheme. Likewise, in 2006, Max K. Day and his family ran a fraudulent
8 enterprise called “Today’s Destiny.” Today’s Destiny—much like the
9 fraudulent scheme at issue in this case—lured victims by promising to
10 make them rich if they paid for the business opportunity Today’s
11 Destiny was offering. Today’s Destiny took money from its victims and
12 did not provide the promised services. The Days then transferred the
13 money collected by Today’s Destiny to themselves, and they had
14 Today’s Destiny declare bankruptcy. The United States Trustee for
15 Today’s Destiny brought an adversary complaint against the Days for
16 their fraudulent transfers.

17 f. Max K. Day also created each of the following entities, which are
18 defendants in this case: **MKD Investment Advisor, LLC; MKD**
19 **Family Beneficiary, LLC; MKD Family Private Management**
20 **Company, LLC; Max Day Consulting, LLC; HouTex Farm Equity**
21 **Partners LLC; Business Financial Solutions Advisory LLC; and Evo**
22
23
24
25
26
27
28

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.

168. **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

1 Dillehay that stores Wealth Assistants was managing were very
2 profitable. Max O. Day also helped convince an individual named Korey
3 McAleesejergins to purchase the business opportunity Wealth Assistants
4 was offering by making similar statements.
5

6 c. Like his uncle Max K. Day, Max O. Day brought to Wealth Assistants
7 his experience with similar fraudulent schemes and fraudulent transfers.
8 He, like his uncle, helped perpetrate the “Today’s Destiny” fraud
9 described above.
10

11 d. Max O. Day created the entity Defendant **Yax IP and Management**
12 **LLC**. Upon information and belief, that entity was an alter ego for the
13 other Wealth Assistants Entity Defendants, and it served no purpose
14 other than helping Defendants conceal the proceeds of the fraudulent
15 scheme from Defendants’ creditors.
16

17 169. **Defendant Michael Day** was another owner of Wealth Assistants and
18 provided financing for the company knowing that it was a fraudulent scheme.
19 He also made false statements to many of Wealth Assistants’ clients that they
20 relied upon when deciding to purchase the business opportunities Wealth
21 Assistants offered. For example, on October 12, 2022, Michael Day told
22 Wealth Assistants’ former client Haider Istanbouli, “we have developed a 72
23 point SOP protocol that virtually eliminates any possibility for deactivations or
24 suspensions,” when in fact Michael Day knew that Amazon stores that Wealth
25 26 27 28

1 Assistants set up were frequently deactivated or suspended for not complying
2 with Amazon's policies. Moreover, Michael Day co-owns **WWKB LLC**,
3 which is an owner of Yax Ecommerce LLC. Michael Day was also one of the
4 perpetrators of the Today's Destiny fraud described above.
5

6 170. Defendant **Jared Day** was another Wealth Assistants employee who
7 intentionally made false statements to many of Wealth Assistants' clients. For
8 example, he told Wealth Assistants' former clients Afshin Salehi and Michael
9 Whitten that they would likely be earning more than \$10,000 in profits per
10 month one year after they purchased the business opportunity Wealth
11 Assistants was offering. He made similar statements to Isabel Ramos.
12 Moreover, like the other Defendants who are members of the Day family, Jared
13 Day was a central perpetrator of the Today's Destiny fraud, and he used his
14 past experience in perpetrating frauds to assist with the Wealth Assistants
15 fraudulent scheme.
16

17 171. Defendant **Matthew Crouch** was the President of Wealth Assistants
18 beginning sometime in 2022 and continuing until October of 2023. He
19 participated in the conspiracy described above in the following ways:
20

21 a. Crouch told many of Wealth Assistants' clients that Wealth Assistants
22 was a prudent investment and that most of Wealth Assistants' clients
23 were very satisfied with their investments.
24

b. Crouch guaranteed Wealth Assistants' former clients that they would be able to exercise their buyback guarantees.

- c. Crouch told many of Wealth Assistants' clients that Wealth Assistants would supply their stores with inventory if the clients paid the invoices that Wealth Assistants had sent them.

172. Defendant Christine Carroll served as Wealth Assistants' Finance Manager. Upon information and belief, she had access to Wealth Assistants' bank accounts, and she initiated many fraudulent transfers from the Wealth Assistants Entity Defendants. Upon information and belief, she was also in charge of maintaining Wealth Assistants' accounting records, and creating and sending invoices. Upon information and belief, she also monitored Wealth Assistants financial accounts and records to help ensure that the assets were concealed from Wealth Assistants' creditors and that the accounts were not drawing scrutiny from government regulators. She performed those tasks knowing that Wealth Assistants was operating the fraudulent scheme described above.

173. Defendant **Troy Marchand** is the owner of Quantum Ecommerce. He has directed Quantum Ecommerce's conduct described above and aided in that conduct. Upon information and belief, he is also the sole control person of Quantum Ecommerce.

1 174. Marchand is also the owner and director of all of the following entities,
2 all of which are alter egos of Quantum Ecommerce: Quantum Health, LLC;
3 Quantum Staffing, LLC; Quantum Distribution, LLC; Quantum Ecommerce,
4 LLC; Quantum Ecom, LLC; Quantum Capital Group, LLC; and Quantum
5 Marketing, LLC.

6
7 175. In 2021, Marchand was permanently barred from serving as a
8 stockbroker or investment advisor after he settled charges brought by the
9 Securities and Exchange Commission alleging that he defrauded investors.

10
11 176. Defendant **Bonnie Nichols** is a co-owner of Wholesale Universe. Bonnie
12 Nichols is Wholesale Universe's sole control person. She has directed
13 Wholesale Universe's conduct described above and aided in that conduct.

14
15 177. Defendant **Travis Marker** is the owner and control person of Marker
16 Law and Parlay Law Group. He directed those entities conduct, as described
17 above.

18
19 178. Defendant Rey Pasinli is the owner and control person of Total-Apps.
20 He directed that entity's conduct, as described above.

22
23 **CLASS ACTION ALLEGATIONS**

24
25 179. Plaintiffs bring this class action pursuant to: (1) Fed. R. Civ. P. 23(a),
26 and (2) either Rule 23(b)(1) (which allows a class to be certified only if
27 adjudicating the matters individually would create a risk of inconsistent
28 adjudications or adjudications that impede other class members' rights) or,

1 alternatively, Rule 23(b)(3) (which allows a class to be certified only if issues
2 common to the class predominate over individualized issues and a class
3 method of adjudication is superior to other available methods).
4

5 180. **Class Definition:** Plaintiffs bring an action on behalf of a proposed
6 class of all persons who:

7 a. purchased services relating to the setup or management of an online
8 store from the Wealth Assistants Entity Defendants between June of
9 2021 and November of 2023;
10 b. did not make a profit on their purchase of that business opportunity; and
11 c. have never been owners, employees, legal representatives, or successors
12 of the Wealth Assistants Entity Defendants.
13

14 181. **Numerosity and Superiority:** More than 600 individuals fall within the
15 proposed Class Definition. As a result, a class action is superior to other
16 methods of adjudicating the claims of the putative class members; litigating
17 their claims individually would be impractical.
18

19 182. **Commonality and Predominance:** The issues common to the class—
20 which predominate over issues not common to the class—include:
21

22 a. whether Defendants agreed with each other to operate Wealth Assistants;
23 b. whether Wealth Assistants included in its marketing materials—which,
24 upon information and belief, were shared with nearly all of Wealth
25 Assistants’ clients to induce them to purchase the business opportunity
26
27
28

Wealth Assistants was offering—statements that were not true, or omitted to state material facts about that business opportunity necessary to make statements made not misleading;

- c. whether those misstatements or omissions were material;
- d. whether Defendants knew or should have known that those statements were not true;
- e. whether those misrepresentations and omissions—such as the representation that the business opportunities Wealth Assistants was offering were profitable—were necessarily relied upon by any individual who purchased the business opportunity Wealth Assistants was offering;
- f. whether the Alter Ego Defendants are their owners' alter egos;
- g. whether the Wealth Assistants Entity Defendants are each others' alter egos;
- h. whether the Wealth Assistants Entity Defendants transferred money to or for the benefit of others without receiving a reasonably equivalent value in exchange and, if so, to whom Wealth Assistants made those transfers.

183. **Typicality:** Like all of the proposed class members, Plaintiffs seek to recover the financial losses they suffered because of Wealth Assistants' misrepresentations regarding the business opportunities sold to them and Defendants' subsequent concealment of assets.

184. **Adequacy of Representation:** Plaintiffs are members of the class and
1
2 will fairly and adequately represent and protect its interests. Plaintiffs have no
3
4 interests contrary to or in conflict with the interests of other class members.
5

185. Nico Banks and Richard Nervig are competent and experienced
5
6 attorneys representing Plaintiffs.
7

186. **Risk of Inconsistent Or Impeding Adjudications:** Prosecuting
8
9 separate actions by individual class members would create a risk of
10
11 inconsistent or varying adjudications that would establish incompatible
12
13 standards of conduct for at least one party opposing the class.
14

187. Moreover, adjudications with respect to individual class members
13
14 would, as a practical matter, substantially impair the ability of other members
15
16 to protect their interests because of the limited assets that may be available to
17
18 remedy harms done to Plaintiffs in this case.
19

CAUSES OF ACTION

COUNT ONE

CIVIL CONSPIRACY TO DEFRAUD PLAINTIFFS AND CONCEAL 21 ASSETS

(AGAINST ALL DEFENDANTS)

188. Plaintiffs incorporate by reference all allegations above.
24

189. The elements of fraud are a misrepresentation, knowledge of its falsity,
25
26 intent to defraud, justifiable reliance, and resulting damage.
27
28

1 190. To establish the element of conspiracy, a plaintiff must show (1)
2 formation and operation of the conspiracy; (2) wrongful act or acts done
3 pursuant thereto; and (3) resulting damage.
4

5 191. All Defendants conspired, and agreed among each other, to make
6 misrepresentations to Plaintiffs to entice them to purchase the services of
7 Wealth Assistants.
8

9 192. Defendants overtly acted in furtherance of that conspiracy.
10

11 193. Defendants knew of the falsity of the misrepresentations to Plaintiffs.
12

13 194. Plaintiffs relied on those misrepresentations when purchasing services or
14 goods from Wealth Assistants.
15

16 195. Moreover, Defendants agreed to transfer assets from the Wealth
17 Assistants Entities to the others when the recipients of the transfers did not
18 provide Wealth Assistants anything of comparable value in exchange.
19

20 196. Defendants agreed with each other to make the transfers in order to
21 prevent Wealth Assistants' current and future creditors, including Plaintiffs,
22 from collecting those assets.
23

24 197. When making that agreement to transfer assets, Defendants believed or
25 reasonably should have believed that the Wealth Assistants Entity Defendants
26 would incur debts beyond their ability to pay as they became due.
27

28 198. Defendants did in fact transfer funds from Wealth Assistants directly or
indirectly.
29

199. The transfers harmed Plaintiffs, in part because the transfers caused
2 Wealth Assistants to be undercapitalized and ultimately to go out of business,
3 rendering it unable to pay any judgment that may be entered against it.
4

200. Plaintiffs suffered damages as a result of the acts performed pursuant to
5 the conspiracy.
6

7
8 **COUNT TWO**
9

10
11 **AIDING AND ABETTING A FRAUD**
12
13 **(AGAINST ALL DEFENDANTS)**

14
15
16
17 201. Plaintiffs incorporate by reference all allegations above.
18
19
202. Defendants had knowledge that the Wealth Assistants Entity Defendants
21
22 were engaged in the fraudulent scheme described above.
23
24
25 203. Defendants substantially assisted in that fraudulent scheme, either by
26
27 assisting in the making of fraudulent misrepresentations or assisting in the
28 concealment of assets.

21
22
23 **COUNT THREE**
24
25

26
27 **FRAUDULENTLY TRANSFER OF ASSETS**
28
29 **(AGAINST THE ALTER EGO DEFENDANTS, THE QUANTUM-
30 WHOLESALE PARTNERSHIP, BONNIE NICHOLS, AND TROY
31 MARCHAND — COLLECTIVELY, THE “RECIPIENT DEFENDANTS”)**

32
33
34 1. Plaintiffs incorporate by reference all allegations above.
35
36

2. Upon information and belief, the Recipient Defendants received payments from the other Defendants.
3. Upon information and belief, the non-Recipient Defendants transferred assets to the Recipient Defendants when the non-Recipient Defendants knew that they were insolvent.
4. The non-Recipient Defendants made those transfers with the intent to hinder, delay or defraud Plaintiffs.
5. Those transfers by the non-Recipient Defendants were a substantial factor in rendering Plaintiffs unable to collect upon debts that Wealth Assistants owes them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court:

- A. Award compensatory damages to Plaintiffs in the amount of \$57,000,000, for which all Defendants are jointly and severally liable;
- B. Award attorneys' fees and costs to Plaintiffs in an amount to be determined at trial;
- C. Enjoin Defendants from fraudulently transferring assets;
- D. Grant to Plaintiffs whatever other relief is just and proper.

Jury Trial Demanded

1
2 DATED: May 20, 2024

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
/s/Nico Banks
Nico Banks, Esq.
Banks Law Office
Bar No. 344705
Tel.: 971-678-0036
nico@bankslawoffice.com
712 H St NE,
Unit #8571,
Washington, DC 20002

Richard A. Nervig
Richard A Nervig, P.C.
Bar No. 226449
Tel.: 760-451-2300
richard@nerviglaw.com
501 Broadway, Suite 800
San Diego, CA 92101

15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiffs

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



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



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

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.C.</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 ClientOrder inventory for Store	<ul style="list-style-type: none">Approve Inventory InvoicesPay 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

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

