

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL ACTION**

IRB WHOLESALE, LLC,
TIMELESS ECOMMERCE LLC,
JODILEE LLC,
JACSHOPS LLC,
TTLT LLC,
FRANCIS COSTELLO COACHING LLC,
PRESTIGE WORLD WIDE ELITE LLC,
T.E.W3 ENTERPRISES LLC,
NAVIGATE MARKETPLACE, LLC,
WHAT WILLOW IT BE, LLC.,
PUFF & FLUFF LLC,
NICOLE IRWIN ENTERPRISES LLC,
K&K JACKSON AND CO., LLC.
J. RILEY VENTURES, LLC,
SISTER'S COFFEE CO., LLC,
INVICTUS HOLDINGS LLC,
APG EXCLUSIVE, LLC,
MLMSOCILUX LLC,
AEO INVESTMENTS, LLC,
SHORE SELLING, LLC,
SWALTEN, LLC,

Case No.

HUGGY BUG CO., LLC.,
PARKVELL WHOLESALE, LLC
JA RUBIN, LLC,
O&S ENTERPRISES OF SOUTH FLORIDA, LLC,
SEIZE THE DAY WHOLESALE LLC,
MELISSA STRAKA
d/b/a JMI LEGACY INVESTMENTS,
EAV, LLC,
PERFECTION HARDSCAPES AND WATER
FEATURES LLC,
AIRBNT LLC,
DOMINION EVANGEL EDUCATION
MINISTRIES, LLC,

Plaintiffs,

v.

GATSBY LLC, d/b/a WIFI MONEY, a Florida
Limited Liability Company,
ALEX MOELLER, Individually,
THUNDER MARKETING LLC, a Florida Limited
Liability Company,
CHRISTOPHER FREDERICK, Individually,
INSPIRED FREEDOM, LLC, a Florida Limited
Liability Company,
CHRISTOPHER CASEY, individually,
J&K CAPITAL INVESTMENTS, LLC, a Florida
Limited Liability Company,
JONATHAN D SAWYER, JR, individually,

BEYONDRIVENMENTOR, LLC, a Florida
Limited Liability Company,

TODD CAHILL, individually,

SOCIAL IMPACT LLC, a Foreign Limited Liability
Company, and

ELIZABETH FRIESEN, individually.

WILLY MOELLER, individually.

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, IRB Wholesale, LLC; Timeless Ecommerce LLC; Jodilee LLC; Jacshops LLC; TTLT LLC; Francis Costello Coaching LLC; Prestige World Wide Elite LLC; T.E.W3 Enterprises LLC; Navigate Marketplace, LLC; What Willow It Be, LLC; Puff & Fluff LLC; Nicole Irwin Enterprises LLC; K&K Jackson and Co., LLC; , J. Riley Ventures, LLC; Sister's Coffee Co., LLC; Invictus Holdings LLC; APG Exclusive, LLC; Mlmsocilux LLC; AEO Investments, LLC; Shore Selling, LLC; Swalten, LLC; Huggy Bug Co., LLC; Parkvell Wholesale, LLC, JA Rubin, LLC; O&S Enterprises of South Florida, LLC; Seize The Day Wholesale LLC, Melissa Straka d/b/a JMI Legacy Investments; EAV, LLC; Perfection Hardscapes and Water Features LLC; Airbnt LLC; Dominion Evangel Education Ministries, LLC (all plaintiffs collectively referred to as "Plaintiffs") sue Defendants, Gatsby LLC d/b/a Wifi Money; Alex Moeller; Thunder Marketing LLC; Christopher Frederick; Inspired Freedom, LLC; Christopher Casey; J&K Capital Investments, LLC; Jonathan D Sawyer, Jr.; Beyondrivenmentor, LLC; Todd Cahill; Social Impact LLC; Elizabeth Friesen; and Willy Moeller, alleging:

1. This is an action for Fraudulent Inducement, Negligent Misrepresentation, and Civil Conspiracy. The amount in controversy exceeds \$50,000.00 exclusive of interest, costs, and attorney fees.

PARTIES, JURISDICITON, AND VENUE

2. Plaintiff, IRB Wholesale, LLC, is a foreign limited liability company, with its principal place of business in Utah.

3. Plaintiff, Timeless Ecommerce LLC, is a Florida limited liability company, with its principal place of business in Charlotte County, FL.

4. Plaintiff, Jodilee LLC, is a foreign limited liability company, with its principal place of business in Minnesota.

5. Plaintiff, Jacshops LLC, is a foreign limited liability company, with its principal place of business in Minnesota.

6. Plaintiff, TTLT LLC, is a foreign limited liability company with its principal place of business in Massachusetts.

7. Plaintiff, Francis Costello Coaching, is a Florida Limited Liability Company, with its principal place of business in Sarasota County, Florida.

8. Plaintiff, Prestige World Wide Elite LLC, is a Florida Limited Liability Company, with its principal place of business in Charlotte County, Florida.

9. Plaintiff, T.E.W3 Enterprises LLC, is a Florida limited liability company with its principal place of business in North Port, Florida.

10. Plaintiff, Navigate Marketplace, LLC, is a Florida limited liability company, with its principal place of business in Florida.

11. Plaintiff, What Willow It Be, LLC, is a Florida limited liability company, with its principal place of business in Florida.
12. Plaintiff, Puff & Fluff LLC, is a foreign profit corporation, with its principal place of business in Arizona.
13. Plaintiff, Nicole Irwin Enterprises LLC, is a foreign limited liability company, with its principal place of business in Connecticut.
14. Plaintiff, K&K Jackson and Co., LLC, is a foreign profit corporation, with its principal place of business in Texas.
15. Plaintiff, J. Riley Ventures, LLC, is a foreign limited liability, with its principal place of business in Virginia.
16. Plaintiff, Sister's Coffee Co., LLC, is a foreign limited liability company, with its principal place of business in Texas.
17. Plaintiff, Invictus Holdings LLC, is a foreign limited liability company with its principal place of business in Bulverde, Texas.
18. Plaintiff, APG Exclusive, LLC, is a Florida limited liability company, with its principal place of business in Kissimmee, Florida.
19. Plaintiff, Mlmsocilux LLC, is a Florida limited liability company, with its principal place of business in Sarasota County, Florida.
20. Plaintiff, AEO Investments, LLC, is a foreign limited liability company, with its principal place of business in Massachusetts.
21. Plaintiff, Shore Selling, LLC, is a foreign limited liability company, with its principal place of business in New Jersey.

22. Plaintiff, Swalten, LLC, is a Florida Limited Liability Company, with its principal place of business in Broward County, Florida.

23. Plaintiff, Huggy Bug Co., LLC, is a Florida limited liability company, with its principal place of business in Florida.

24. Plaintiff, Parkvell Wholesale, LLC, is a Florida limited liability company, with its principal place of business in Florida.

25. Plaintiff, JA Rubin LLC, is a Florida Limited Liability Company, with its principal place of business in Sarasota County, Florida.

26. Plaintiff, O&S Enterprises of South Florida, LLC, is a Florida limited liability company with its principal place of business in Punta Gorda, Florida.

27. Plaintiff, Seize the Day Wholesale LLC, is a Florida limited liability company, with its principal place of business in Miami, Florida.

28. Plaintiff, Melissa Straka d/b/a JMI Legacy Investments (“Straka”), is a Minnesota resident.

29. Plaintiff, EAV, LLC, is a foreign limited liability company, with its principal place of business in Arizona.

30. Plaintiff, Perfection Hardscapes and Water Features LLC, is a Florida limited liability company, with its principal place of business in Sarasota County, Florida.

31. Plaintiff, Airbnb LLC, is a Florida limited liability company, with its principal place of business in Charlotte County, Florida.

32. Plaintiff, Dominion Evangel Education Ministries, LLC, is an Alabama limited liability company, with its principal place of business in Alabama.

33. Defendant, Gatsby LLC d/b/a Wifi Money (“Wifi Money”) is a Florida Limited Liability Company, with its principal place of business in Sarasota County, Florida.

34. Defendant, Thunder Marketing LLC, is a Florida Limited Liability Company, with its principal place of business in Manatee County, Florida.

35. Defendant, Christopher Frederick, resides in Manatee County, Florida.

36. Defendant, Christopher Frederick, is a co-founder and CEO of Wifi Money and Thunder Marketing LLC.

37. During all times relevant, Defendants Thunder Marketing LLC and Christopher Frederick acted as agents of Wifi Money.

38. Defendant, Alex Moeller, is a resident of Miami-Dade County, Florida.

39. Defendant, Alex Moeller, is a co-founder and CEO of Wifi Money.

40. During all times relevant, Defendant Alexander Moeller acted as agent of Wifi Money.

41. Defendant, Willy Moeller, is a resident of Miami-Dade County, Florida.

42. Defendant, Willy Moeller, is a co-founder and CEO of Wifi Money.

43. During all times relevant, Defendant Willy Moeller acted as agent of Wifi Money.

44. Defendant, Inspired Freedom, LLC (“Inspired Freedom”), is a Florida Limited Liability Company, with its principal place of business in Sarasota County, Florida.

45. Defendant, Christopher Casey (“Casey”), is an individual residing in Sarasota County, Florida.

46. Casey is a managing member of Inspired Freedom.

47. During all times relevant, Defendants Inspired Freedom, LLC and Christopher Casey acted as agents of Wifi Money.

48. Defendant, J&K Capital Investments, LLC, is a Florida Limited Liability Company, with its principal place of business in Broward County, Florida.

49. Defendant, Jonathan D. Sawyer, Jr. (“Sawyer”), is an individual residing in Broward County, Florida.

50. Defendant, Jonathan D. Sawyer, Jr. is a managing member of J&K Capital Investments, LLC.

51. During all times relevant, Defendants J&K Capital Investments, LLC and Jonathan D. Sawyer acted as agents of Wifi Money.

52. Defendant, Beyonddrivenmentor, LLC (“Beyond Driven Mentor”), is a Florida Limited Liability Company, with its principal place of business in Hillsborough County, Florida.

53. Defendant, Todd Cahill (“Cahill”), is an individual residing in Hillsborough County, Florida.

54. During all times relevant, Defendants Beyonddrivenmentor, LLC and Todd Cahill acted as agents of Wifi Money.

55. Defendant, Social Impact LLC (“Social Impact”), is a Foreign Limited Liability Company, with its principal place of business in Nebraska.

56. Social Impact is engaged in substantial and not isolated activity within Florida.

57. At or about the time of the injuries set forth below, Social Impact was engaged in solicitation or service activities within Florida.

58. Defendant, Elizabeth Friesen (“Friesen”), is an individual residing in Nebraska.

59. Elizabeth Friesen is engaged in substantial and not isolated activity within Florida.

60. At or about the time of the injuries set forth below, Elizabeth Friesen was engaged in solicitation or service activities within Florida.

61. Elizabeth Friesen is a managing member of Social Impact LLC.

62. During all times relevant, Defendants Social Impact LLC and Elizabeth Friesen acted as agents of Wifi Money.

63. Venue is proper under Section 47.021, Florida Statutes, as one or more defendants reside in Sarasota County, Florida.

64. This Court has jurisdiction over all Defendants under Section 48.193(1)-(2), Florida Statutes.

65. All conditions precedent have been waived, occurred or otherwise satisfied.

STATEMENT OF FACTS

66. Amazon Marketplace (“Amazon”) is an e-commerce platform owned and operated by Amazon that enables third-party sellers to sell new or used products on a fixed-price online marketplace alongside Amazon's regular offerings. Using Amazon Marketplace, third-party sellers gain access to Amazon's customer base; Amazon expands the offerings on its site without having to invest in additional inventory.

67. Fulfillment by Amazon (“FBA”) is a service that allows businesses to outsource order fulfillment to Amazon. Businesses send products to Amazon fulfillment centers and when a customer makes a purchase, Amazon picks, packs, and ships the order. Amazon can also provide customer service and process returns for those orders.

68. Fulfillment by Merchant (“FMA”) is a method of selling where a seller lists products on Amazon but manages and takes responsibility for storage, shipping, and customer support in-house or through another third-party.

69. Walmart Inc. also operates a marketplace that is an e-commerce platform owned and operated by Walmart that enables third-party sellers to sell new or used products on a fixed-

price online marketplace alongside Walmart's regular offerings. Using Walmart's Marketplace, third-party sellers gain access to Walmart's customer base, and Walmart expands the offerings on its site without having to invest in additional inventory.

70. Walmart Fulfillment Services (“WFS”) is Walmart’s major retailer’s Drop Ship Vendor Program that allows vendors to list products on walmart.com that, when purchased, come directly from the vendor.

71. The products show on walmart.com as “sold and shipped by (vendor’s name),” and it is indicated that they are not available for pickup in Wal-Mart retail stores and can be purchased only online. Though different in its execution, WFS can be thought of as a drop-shipping hybrid of FBA and FBM.

72. Facebook is a social media website with a marketplace function that individuals or businesses can utilize to become merchants and open virtual stores within the marketplace where they can list and manage inventory on a dedicated “Shop” section on a dedicated page managed by the individual or business.

73. Wifi Money is a company that relies on social media presence and marketing videos to sell various services including, but not limited to, consulting.

74. Wifi Money was started when Defendant Christopher Frederick and Defendant Alex Moeller began working with each other to sell services wherein they would help others grow their online social media following.

75. Defendant Christopher Frederick later met Defendant Christopher Casey and his wife, Ashley Casey, who were heavily involved with multi-level-marketing businesses. They had recently left their prior multi-level-marketing company, Le-Vel Thrive, and had moved on to

another multi-level-marketing company, Isagenix. They then started working with Defendant Christopher Frederick promoting social media growth campaigns.

76. Defendant Christopher Casey and his wife Ashley Casey then began working with Defendant Elizabeth Friesen, who had also been heavily involved with multi-level-marketing businesses.

77. Defendants, Christopher Casey, Alex Moeller and his brother Willy Moeller, Christopher Frederick, and Elizabeth Friesen were later joined by Defendants Todd Cahill and Jonathan Sawyer and started selling e-commerce stores through their own limited liability companies named above and Wifi-Money.

78. Wifi Money attracts views and followers of its online marketing materials by uploading and posting pictures and videos of its agents spending lavish amounts of money. Some examples include videos titled:

- a. Most Expensive Hidden Beach Resort in Thailand!!
- b. Paid \$70,000 to Join the Mile High Club!!
- c. Stranded Drunk on an Island | Thailand!!
- d. Shopping in the Most Expensive City in the World
- e. A Million Dollars on Ski Supplies!!!
- f. Gambled My Jet in a Casino!!
- g. Gifting 10+ Rolex in 24 Hours!!!
- h. Gifting a \$250,000 Car to Chris Casey!!!
- i. \$20,000 Slippers!! : Review Emirates First Class
- j. NYC Spending \$1,000,000 in 24 Hours!!!

79. The Defendants primarily sold stores through a company called DBC Limited Inc. (“DBC”) wherein they represented to unsuspecting customers that the ecommerce stores were incredibly successful and profitable, despite knowing otherwise.

80. Defendants would use a similar pitch when selling e-commerce stores to potential customers, at times providing false statistics and guarantees.

81. Defendants worked in concert with each other to sell as many e-commerce stores to potential customers as possible, whether the potential customer had the financial means to afford the e-commerce store or not.

82. Defendants even provided options to finance an e-commerce store when the potential customer couldn’t afford to pay \$35,000 and was already in debt.

83. Wifi Money would hold competitions wherein whichever defendant sold the most e-commerce stores would win a Rolex or a Lamborghini.

COUNT 1 – FRAUDULENT INDUCEMENT
(IRB Wholesale LLC against Alex Moeller)

84. Plaintiff, IRB Wholesale LLC re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

85. In June of 2021, Lance Bybee (“Bybee”) – Plaintiff IRB Wholesale, LLC’s authorized member – connected with Alex Moeller, an agent of Wifi Money.

86. On or around June 2, 2021, Bybee spoke with Moeller over the phone to discuss what was presented to her as a passive income generating investment opportunity.

87. During their conversation, Moeller made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Bybee would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Bybee would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Bybee would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$10,000.00 each month;
- f. That Bybee's business is guaranteed to make income greater than that of its initial investment;
- g. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- h. That if Bybee's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Plaintiff \$35,000.00 to them, less any profit earned to that point;
- i. That DBC would be paid for its services from 35% of the sales generated and that Bybee's business would receive the remainder; and
- j. that the only part of my initial investment that was truly at risk of being lost was the 10% deduction. Moeller specifically stated that was the most I could lose.

88. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

89. Moeller made the representations listed above to Plaintiff to induce Plaintiff to agree to open a DBC store and pay \$35,000.00.

90. Moeller knew or should have known that the above referenced statements were false.

91. On or about June 4, 2020, Bybee created the Plaintiff LLC called IRB Wholesale LLC; this business and DBC entered into an agreement wherein DBC would open an Amazon store on Plaintiff's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

92. On or about June 6, 2021, Moeller sent a contract to Bybee for him to sign.

93. On or about June 4, 2020, DBC was wired an initial investment of \$35,000.00.

94. At Moeller's instruction, IRB Wholesale LLC's authorized member, Bybee, opened high limit credit cards to fund the Amazon store.

95. An Amazon store was opened in or around June of 2021, with IRB Wholesale LLC as the owner.

96. In January of 2022, IRB Wholesale LLC began receiving correspondences from Amazon regarding violations of its terms of services.

97. On February 28, 2022, IRB Wholesale LLC's store was shut down and never reinstated.

98. IRB Wholesale LLC has not recovered its initial investment in earnings nor has Plaintiff received a refund of its initial investment.

99. IRB Wholesale LLC suffered damages in justifiable reliance on Moeller's representations.

WHEREFORE, IRB Wholesale LLC respectfully requests that this Court enter a judgment in its favor against Defendant Moeller for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 2 – FRAUDULENT INDUCEMENT
(IRB Wholesale LLC against Gatsby LLC d/b/a Wifi Money)

100. Plaintiff, IRB Wholesale LLC re-alleges Paragraphs re-alleges Paragraphs 1 through 83 and 84 through 99 above as if set forth fully herein.

101. Wifi Money was an actual participant in, and beneficiary of, Moeller's fraudulent misrepresentations identified herein above.

102. In committing fraud, Moeller was acting as an agent of Wifi Money and within the scope of its authority.

103. Wifi Money and its representatives concurred with Moeller's fraudulent misrepresentations.

104. Wifi Money is liable for the fraud of its agent, Moeller, because the fraudulent acts were committed in the course of Wifi Money's business.

105. Wifi Money is liable for the losses resulting from the fraud committed by Moeller.

WHEREFORE, IRB Wholesale LLC respectfully requests that this Court enter a judgment in its favor against Defendant, Gatsby LLC d/b/a Wifi Money for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 3 – FRAUDULENT INDUCEMENT
(Timeless Ecommerce LLC Against Christopher Casey)

106. Plaintiff, Timeless Ecommerce LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

107. On or around September 30, 2021, Timeless Ecommerce LLC's authorized members, Anjuli and Frank Cabrera (collectively referred to as the "Cabreras") connected with Christopher Casey, an agent of Wifi Money, through a mutual acquaintance.

108. On or around October 1, 2021, the Cabreras spoke with Casey over the phone to discuss what was presented to him as a passive income generating investment opportunity.

109. During their conversation, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That the Cabreras would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That the Cabreras would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that the Cabreras would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;

- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That the Cabrerass' business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if the Cabrerass' business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Plaintiff \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated and that the Cabrerass' business would receive the remainder.

110. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

111. Casey assured the Cabrerass that DBC had a great working relationship with Amazon.

112. Casey repeatedly assured the Cabrerass that this is a safe investment and that there is zero risk since they would be able to get their money back less what was earned if the store didn't turn a profit.

113. Casey instructed the Cabrerass to open high limit credit cards and they worked with Jonathan Duffield (believed to be an American Express representative) to open an American Express Credit Card.

114. Casey made the representations listed above herein to Timeless Ecommerce LLC to induce Timeless Ecommerce LLC to agree to open a DBC store and pay \$35,000.00.

115. Casey knew or should have known that the above referenced statements were false.

116. On or about October 6, 2021, the Cabrerias created the Plaintiff LLC called Timeless Ecommerce LLC and this business and DBC entered into an agreement wherein DBC would open an Amazon store on Timeless Ecommerce LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

117. On or about October 21, 2021, DBC was wired an initial investment of \$35,000.00.

118. In or around January 2022 Timeless Ecommerce LLC's Amazon store was opened that summer.

119. Shortly thereafter, charges began appearing on Timeless Ecommerce LLC's credit cards, but Timeless Ecommerce LLC was not receiving payments.

120. Timeless Ecommerce LLC asked for funds from sales to be released so Timeless Ecommerce LLC could pay off the credit card charges but did not receive them.

121. In or around April 2022, Timeless Ecommerce LLC received notice from Amazon that the store was suspended.

122. Timeless Ecommerce LLC's Amazon account was eventually terminated.

123. Timeless Ecommerce LLC has not recovered its initial investment in earnings nor has Plaintiff received a refund of its initial investment.

124. Timeless Ecommerce LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Timeless Ecommerce LLC respectfully requests that this Court enter a judgment in its favor against Defendants, Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 4 – FRAUDULENT INDUCEMENT

(Timeless Ecommerce LLC Against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

125. Timeless Ecommerce LLC re-alleges Paragraphs 1 through 83 and 106 through 124 above as if set forth fully herein.

126. Wifi Money, Inspired Freedom were actual participants in, and beneficiary of Friesen and Casey's fraudulent misrepresentations identified herein above.

127. In committing fraud, Casey was acting as an agent of Wifi Money, Inspired Freedom and within the scope of their authority.

128. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified herein above.

129. Wifi Money, Inspired Freedom are liable for the fraud of their agent, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

130. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth in herein.

WHEREFORE, Timeless Ecommerce LLC respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 5 – FRAUDULENT INDUCEMENT

(Jodilee LLC against Elizabeth Friesen and Christopher Casey)

131. Plaintiff, Jodilee LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

132. In May of 2021, Jodi Christopherson (Jodilee LLC 's authorized member), connected with Elizabeth Friesen, an agent of Wifi Money, through Instagram.

133. On or around May 23, 2021, Jodi Christopherson ("Christopherson") spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

134. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of approximately \$37,500.00 and that DBC would operate and manage everything else;
- b. That Christopherson would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That despite being in serious debt, that Christopherson would be best served by taking out a personal loan to pay for the initial investment and to pay down her credit cards;
- d. That once Christopherson payed down her credit cards, DBC would use the cards to purchase inventory and Christopherson would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- e. That DBC would handle all tax filings, permits, and returns for a monthly fee;

- f. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$30,000 as long as Jodilee LLC had at least \$20K open credit to start purchasing inventory.
- g. That Christopherson's business is guaranteed to make income greater than that of its initial investment and that the business would bring in "six figures" annually;
- h. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- i. That Christopherson's business would recoup her investment within 8-14 months.
- j. That, besides the investment, Christopherson's business will never have an out-of-pocket expense because all expenses will be paid through profits that are split between the business and DBC;
- k. That Christopherson's business is guaranteed to pay back the \$37,500 within eight to fourteen months;
- l. That it is risk free; and
- m.** That DBC would be paid for its services from 35% of the sales generated, and that Christopherson's business would receive the remainder.

135. Knowing that Christopherson and Jodilee LLC did not have the money, Friesen strongly encouraged Christopherson to take out a loan to fund the initial investment. Jodilee LLC's manager, Christopherson took out \$60,000.00 of loans to fund the DBC store.

136. On or around July 7, 2021, Christopherson received a document with purported facts about the Walmart stores from Defendant Christopher Casey and it repeated much of the

same representations made by Defendant Friesen and referenced in Above herein above and discussed the next steps to sign up with DBC.

137. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

138. Friesen and Casey made the representations listed above to Jodilee LLC to induce Jodilee LLC to agree to open a DBC store and pay \$37,500.00.

139. Friesen and Casey knew or should have known that the above referenced statements were false.

140. On or about June 2, 2021, Christopherson created the Plaintiff LLC called JODILEE LLC.

141. Jodilee LLC and DBC entered into an agreement wherein DBC would open a Walmart store on Jodilee LLC 's behalf in exchange for an initial investment of \$37,500 and shares of profits made by the store.

142. July 13, 2021, DBC was wired the initial investment of \$37,500.00.

143. A Walmart store was opened on or around August 26, 2021, with Jodilee LLC as the owner.

144. Jodilee LLC received communications from other companies accusing it of illegally selling their product and trademark infringements.

145. On November 21, 2021, Jodilee LLC discovered that her Walmart store had been suspended.

146. When Jodilee LLC asked DBC about her store's status, they replied it was suspended and that all should be good in a couple weeks as they were appealing.

147. On December 10, 2021, Jodilee LLC 's store was listed as terminated.

148. That same day, DBC offered to open an Amazon store to make up for lost income from the Walmart store.

149. On or around December 26, 2021, an Amazon store was opened, however it remained dormant for months.

150. On April 14, 2022, Jodilee LLC started seeing charges on the credit card assigned for purchases, but Jodilee LLC did not see sales recorded in the store.

151. DBC repeatedly assured Jodilee LLC that everything was fine.

152. Upon information and belief, DBC was using Jodilee LLC 's credit card to purchase inventory for other stores.

153. In May of 2022, Jodilee LLC started receiving returns at Jodilee LLC 's manager's home and was told that Jodilee LLC had to drive 30 minutes to Walmart and return the grill that DBC ordered and failed to ship to customers.

154. In July 2022, Amazon began contacting Jodilee LLC accusing Jodilee LLC of, among other things: policy violations, inadequate insurance, pricing errors, trademark infringement, counterfeit products, fake tracking numbers, and late or unfulfilled orders.

155. Jodilee LLC was told by DBC that it needed insurance for the store, and after spending another \$500 for insurance Jodilee LLC 's store was deactivated a couple weeks later.

156. Jodilee LLC 's Amazon account was deactivated on August 6, 2022, for "violating section 3 of Amazon's Business Solutions Agreement and Drop Shipping Policy" and all listings were removed, also violation of Amazon's Seller Policies and Seller Code of Conduct.

157. Jodilee LLC has not recovered its initial investment in earnings nor has Jodilee LLC received a refund of its initial investment. Jodilee LLC currently has \$72,000 of debt taken out at the direction of Defendants Friesen.

158. Jodilee LLC suffered damages in justifiable reliance on Friesen and Casey's representations.

WHEREFORE, Jodilee LLC respectfully requests that this Court enter a judgment in its favor against Defendants Friesen and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 6 – FRAUDULENT INDUCEMENT

(Jodilee LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC)

159. Plaintiff, Jodilee LLC, re-alleges Paragraphs 1 through 83 and 131 through 158 above as if set forth fully herein.

160. Wifi Money, Social Impact LLC, and Inspired Freedom were actual participants in, and beneficiaries of Friesen and Casey's fraudulent misrepresentations identified herein above.

161. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC (Friesen) and Inspired Freedom (Casey) and within the scope of their authority.

162. Wifi Money, Social Impact LLC, and Inspired Freedom and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified herein above.

163. Wifi Money, Social Impact LLC, and Inspired Freedom are liable for the fraud of their agents: Friesen and Casey, because the fraudulent acts were committed in the course of Wifi Money, Social Impact LLC, and Inspired Freedom's business.

164. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth herein above.

WHEREFORE, Jodilee LLC respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired

Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 7 – FRAUDULENT INDUCEMENT
(Jacshops LLC against Elizabeth Friesen)

165. Plaintiff, Jacshops LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

166. In or around January 2022, Jennifer A. Cobb (Jacshops LLC’s authorized member) was introduced to defendant Elizabeth Friesen, an agent of Wifi Money through a Facebook group.

167. On January 7, 2022, and at various times thereafter, Jennifer A. Cobb (“Cobb”) spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity that was being offered by Wifi Money.

168. During their conversations, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor’s only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Cobb would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Cobb would need to open a high limit credit card (preferably American Express because of its high spending limit) for DBC to purchase inventory and that Cobb would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Cobb's business was guaranteed to make income greater than that of its initial investment;
- i. That if Cobb's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Jacshops LLC \$35,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Cobb's business would receive the remainder.

169. Friesen strongly encouraged Jacshops LLC to take out a loan for the investment funds and to open several high limit credit cards, repeatedly assuring Cobb that she would make a return on her investment within twelve months.

170. Many of the above representations have also been repeated online by agents of Wifi Money through social media websites and video sharing websites.

171. Friesen made the representations listed above to Jacshops LLC to induce Jacshops LLC to agree to open a DBC store and pay \$35,000.00.

172. Friesen knew or should have known that the above referenced statements were false.

173. On or around January 8, 2022, Cobb created Jacshops LLC Limited Liability Company, Jacshops LLC at the direction of Friesen.

174. On or around January 25, 2022, DBC acquired the initial investment from Jacshops LLC in the amount of \$35,000.00.

175. Jacshops LLC's Amazon store was not opened until April 2022.

176. Just two months later, Jacshops LLC began receiving communications from Amazon informing her that her store is violating Amazon's terms and conditions.

177. Jacshops LLC's store was thereafter suspended because of one or more of the following reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing fake tracking numbers for customers;
- d. DBC did not setup a store that was able to fulfill the requirements of the agreement; and/or
- e. DBC limited was violating Amazon's terms of services.

178. DBC was contacted several times by Jacshops LLC regarding the store's suspension, but DBC did not resolve the issues.

179. On or about August 23, 2022, Jacshops LLC's Amazon store was closed permanently.

180. These instructions by DBC and Wifi Money were intended to help the Defendants further defraud Jacshops LLC and Cobb as well as to defraud Amazon and its subsidiaries.

181. The Jacshops LLC has made numerous written and verbal demands directed at DBC and the Defendants for the return of their invested funds.

182. Jacshops LLC has not recovered its initial investment in earnings nor has Jacshops LLC received a refund of its initial and/or its second investment.

183. Jacshops LLC suffered damages in justifiable reliance on Friesen's representations.

WHEREFORE, Jacshops LLC respectfully requests that this Court enter a judgment in its favor against Defendant Friesen for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 8 – FRAUDULENT INDUCEMENT

(Jacshops LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC)

184. Plaintiff, Jacshops LLC, re-alleges Paragraphs 1 through 83 and 165 through 183 above as if set forth fully herein.

185. Wifi Money and Social Impact LLC were actual participants in, and beneficiary of Friesen and Casey's fraudulent misrepresentations identified herein above.

186. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC and within the scope of their authority.

187. Wifi Money, Social Impact LLC, and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified herein above.

188. Wifi Money and Social Impact LLC are liable for the fraud of their agent, Friesen, because the fraudulent acts were committed in the course of Wifi Money and Social Impact LLC's business.

189. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth herein above.

WHEREFORE, Jacshops LLC respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money and Social Impact LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 9 – FRAUDULENT INDUCEMENT
(TTLT LLC against Christopher Casey and Elizabeth Friesen)

190. Plaintiff, TTLT LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

191. On or around December 19, 2021, Mari Johnson and Katelyn Cochrane (TTLT LLC's authorized members) spoke with Elizabeth Friesen (an agent of Wifi Money) over Facebook messenger, to discuss what was presented to TTLT LLC as a passive income generating investment opportunity.

192. Mari Johnson and Katelyn Cochrane were also introduced to Chris Casey (an agent of Wifi Money) on or around the same time they spoke with Friesen. Mari Johnson and Katelyn Cochrane had continuous conversations with both Friesen and Chris Casey (Casey) up until December 5, 2022.

193. During their conversation, Friesen and Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that TTLT LLC's only role would be to provide the initial investment in the amount of \$35,000 and that DBC would operate and manage everything else;
- b. That TTLT LLC would open a Limited Liability Company (LLC) and operate its business through the LLC;

- c. That TTLT LLC would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that customers would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns;
- e. That TTLT LLC would make back their initial investment of \$35,000 within the first 12-18 months.
- f. That starting in 2022, DBC would operate, in house, the Store, handle order fulfillment, and complete drop shipping;
- g. That DBC's operations would be in complete alignment with the terms of services of Amazon;
- h. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- i. That the credit cards opened by TTLT LLC should be with the largest limit possible for DBC to purchase inventory and stated that customers would pay their credit card bills from their guaranteed reimbursements and not from their own personal money.
- j. that DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- k. That TTLT LLC is guaranteed to make income greater than that of its initial investment;

- l. That if TTLT LLC did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay TTLT LLC \$35,000.00 to them, less any profit earned to that point; and
- m. That DBC would be paid for its services from 35% of the sales generated, and that TTLT LLC would receive the remainder.

194. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

195. During the conversation referenced above in above herein, Friesen and Casey made the following representations to TTLT LLC.

- a. That TTLT LLC would make back their initial investment of \$35,000 within the first 12-18 months.
- b. that investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC.
- c. that starting on January 1, 2022, DBC would operate the Store, handle order fulfillment, and complete drop shipping. Therefore, DBC's operations would be in complete alignment with the terms of services of Amazon.
- d. that because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended.
- e. that TTLT LLC should open the credit cards with the largest limit possible for DBC to purchase inventory and that TTLT LLC would always be able pay the credit card bills from their guaranteed reimbursements and not from their own personal money.

196. Friesen and Casey made the above representations intending to induce TTLT LLC to act on them.

197. Friesen and Casey knew or should have known that the above statements were false.

198. On or around March 29, 2022, TTLT LLC entered into an agreement with DBC wherein DBC would open an amazon store on their behalf in exchange for an initial investment of \$35,000 and shares of profits made by the store.

199. On or about April 4, 2022, TTLT LLC wired \$35,000.00 to DBC.

200. An Amazon store was opened on July 4, 2022.

201. On or around July 28, 2022, the store opened on behalf of TTLT LLC was suspended.

202. On or around July 28, 2022, the store opened on behalf of TTLT LLC was reinstated.

203. On or around August 19, 2022, the store opened on behalf of TTLT LLC was permanently terminated because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC limited was violating Amazon's terms of services.

204. DBC was contacted several times by TTLT LLC regarding the store's suspension, but DBC did not resolve the issues. DBC insisted that TTLT LLC open a new LLC and use different credentials to work around the Amazon suspension.

205. DBC erroneously stated that the store suspension was because of Amazon changing its terms of service and business agreement.

206. TTLT LLC has not recovered its initial investment in earnings nor has TTLT LLC received a refund of its initial investment.

207. TTLT LLC suffered damages in justifiable reliance on Friesen and Casey representations.

WHEREFORE, Plaintiff, TTLT LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Friesen and Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 10 – FRAUDULENT INDUCEMENT

(TTLT LLC against Gatsby LLC d/b/a Wifi Money, Inspired Freedom, LLC. and Social Impact LLC)

208. Plaintiff, TTLT LLC, re-alleges Paragraphs 1 through 71 and 191 through 207 above as if set forth fully herein.

209. Wifi Money, Inspired Freedom LLC (Casey) and Social Impact LLC (Friesen) were actual participants in, and beneficiary of Friesen and Casey's fraudulent misrepresentations identified herein above.

210. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC and within the scope of their authority.

211. Wifi Money, Social Impact LLC, and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified herein above.

212. Wifi Money and Social Impact LLC are liable for the fraud of their agent, Friesen, because the fraudulent acts were committed in the course of Wifi Money and Social Impact LLC's business.

213. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth herein above.

WHEREFORE, Plaintiff, TTLT LLC, respectfully requests that this Court enter a judgment in its favor against Defendant for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 11 – FRAUDULENT INDUCEMENT

(Francis Costello Coaching LLC Against Jonathan Sawyer and Christopher Casey)

214. Plaintiff, Francis Costello Coaching LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

215. In November of 2020, Christopher Costello (Francis Costello Coaching LLC's authorized member) connected with Sawyer, an agent of Wifi Money, through Christopher Casey.

216. On or around November 25, 2020, Christopher Costello ("Costello") spoke with Sawyer over the phone to discuss what was presented to him as a passive income generating investment opportunity.

217. During their conversation, Sawyer made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Costello would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Costello would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Costello would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Costello's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Costello's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Francis Costello Coaching LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated, and that Costello's business would receive the remainder.

218. On or around December 16, 2020, Costello spoke to Defendant Christopher Casey on the phone who had repeated the same representations made by Defendant Sawyer and referenced in Paragraph 56 above and discussed the next steps to sign up with DBC.

219. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

220. Sawyer and Casey made the representations listed above to Francis Costello Coaching LLC to induce Francis Costello Coaching LLC to agree to open a DBC store and pay \$35,000.00.

221. Sawyer and Casey knew or should have known that the above referenced statements were false.

222. On or about December 18, 2020, Costello created an LLC called FIM Automation LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on FIM Automation LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

223. A copy of the Agreement is attached as Exhibit A.

224. At Defendant's instruction, Francis Costello Coaching LLC's authorized member Costello opened multiple high limit credit cards to fund the store.

225. DBC attempted to open a store under FIM Automation LLC but was unable get the store approved by Walmart.

226. On or around April 26, 2021, Costello spoke to an agent of DBC, to discuss a second attempt to open a store through Walmart under another LLC opened by Costello, Francis Costello Coaching LLC, Francis Costello Coaching LLC.

227. DBC determined that Francis Costello Coaching LLC, Francis Costello Coaching LLC, would instead have an Agreement with DBC for a Walmart store to be opened.

228. DBC was approved to open a store under Francis Costello Coaching LLC.

229. Francis Costello Coaching LLC and DBC entered into an agreement wherein DBC would open a Walmart store on Francis Costello Coaching LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

230. A Walmart store was opened on or around June 17, 2021, with Francis Costello Coaching LLC as the owner.

231. Approximately two months later, on August 14, 2021, Francis Costello Coaching LLC's store was suspended.

232. On or around October 26, 2021, Francis Costello Coaching LLC's store was terminated.

233. Francis Costello Coaching LLC has not recovered its initial investment in earnings nor has Francis Costello Coaching LLC received a refund of its initial investment.

234. Francis Costello Coaching LLC suffered damages in justifiable reliance on Sawyer and Casey's representations.

WHEREFORE, Plaintiff, Francis Costello Coaching LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Sawyer and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 12 – FRAUDULENT INDUCEMENT

(Francis Costello Coaching LLC against Gatsby LLC d/b/a Wifi Money, J&K Capital Investments, and Inspired Freedom, LLC)

235. Plaintiff, Francis Costello Coaching LLC, re-alleges Paragraphs 1 through 83 and 215 through 234 above as if set forth fully herein.

236. Wifi Money, J&K Capital Investments, and Inspired Freedom were actual participants in, and beneficiaries of Sawyer and Casey's fraudulent misrepresentations identified herein above.

237. In committing fraud, Sawyer and Casey were acting as an agent of Wifi Money, J&K Capital Investments (Sawyer) and Inspired Freedom (Casey) and within the scope of their authority.

238. Wifi Money, J&K Capital Investments, and Inspired Freedom and their representatives concurred with Sawyer and Casey's fraudulent misrepresentations as identified herein above.

239. Wifi Money, J&K Capital Investments, and Inspired Freedom are liable for the fraud of their agents, Sawyer, and Casey because the fraudulent acts were committed in the course of Wifi Money, J&K Capital Investments, and Inspired Freedom's business.

240. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Sawyer and Casey as set forth herein above.

WHEREFORE, Plaintiff, Francis Costello Coaching LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, J&K Capital Investments, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 13 – FRAUDULENT INDUCEMENT
(Prestige World Wide Elite LLC against Christopher Casey)

241. Plaintiff, Prestige World Wide Elite LLC re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

242. On July 23, 2021, Daniel Feola (Prestige World Wide Elite LLC's authorized member) connected with Christopher Casey an agent of Wifi Money, through Facebook messenger.

243. On or around August 5, 2021, Daniel Feola (Feola) spoke with Christopher Casey (Casey) over the phone to discuss what was presented to him as a passive income generating investment opportunity.

244. During their conversation, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$37,500.00 and that DBC would operate and manage everything else;
- b. That Feola would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Feola would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Feola would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$2,000 to \$5,000.00 and would begin to earn upwards of \$10,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That DBC's operations would be in complete alignment with the terms of services of Amazon;
- i. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- j. That starting in 2022, DBC would operate, in house, the Store, handle order fulfillment, and complete drop shipping;

- k. That Feola's business is guaranteed to make income greater than that of its initial investment;
- l. That if Feola's business did not earn back their initial investment of \$37,500 within the first seventeen (17) months, DBC would pay Prestige World Wide Elite LLC \$37,500.00 to them, less any profit earned to that point; and
- m. That DBC would be paid for its services from 35% of the sales generated, and that Feola's business would receive the remainder.

245. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

246. Casey made the representations listed above herein to Prestige World Wide Elite LLC to induce Prestige World Wide Elite LLC to agree to open a DBC store and pay \$37,500.00.

247. Casey knew or should have known that the above referenced statements were false.

248. Feola created an LLC called Prestige World Wide Elite LLC. On or about August 13, 2021, this business and DBC entered into an agreement wherein DBC would open a Walmart store on PRESTIGE WORLD WIDE ELITE LLC's behalf in exchange for an initial investment of \$37,500.00 and shares of profits made by the store.

249. In October 2021 DBC attempted to open a Walmart store under Prestige World Wide Elite LLC but DBC stated that the on boarding process was taking too long and therefore an Amazon store should be opened instead.

250. In October 2021, DBC guided Prestige World Wide Elite LLC's authorized member, Foela, towards an Amazon store and Feola and DBC entered into an agreement wherein DBC would open an Amazon store on PRESTIGE WORLD WIDE ELITE LLC's behalf. In January 2022 the Amazon store was launched.

251. An Amazon store was opened in January 2022, with Prestige World Wide Elite LLC as the owner.

252. On March 7, 2022, Prestige World Wide Elite LLC was told by DBC that deactivation was normal for new accounts because they are “still working on ramping them up.”

253. In April 2022 that Prestige World Wide Elite LLC was informed that their store was to be “scaled up” in order to become more profitable

254. On or about April 22, 2022, the Prestige World Wide Elite LLC was told about the possibility of deactivation because of the stores negative feedback; the Prestige World Wide Elite LLC was told it would be taken care of by DBC’s team.

255. On June 15, 2022, Prestige World Wide Elite LLCs store was suspended.

256. On or about August 5, 2022. Prestige World Wide Elite LLC received a message detailing a failure to submit the necessary documentation to reinstate their account. The message additionally stated the Prestige World Wide Elite LLC’s team was in charge of the submission of the necessary documents.

257. Prestige World Wide Elite LLC’s store was never reinstated from its suspension and Prestige World Wide Elite LLC was told to open a new LLC in September 2022.

258. Prestige World Wide Elite LLC has not recovered its initial investment in earnings nor has Prestige World Wide Elite LLC received a refund of its initial investment.

259. Prestige World Wide Elite LLC suffered damages in justifiable reliance on Casey’s representations.

WHEREFORE, Plaintiff, Prestige World Wide Elite LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 14 – FRAUDULENT INDUCEMENT

(Prestige World Wide Elite LLC against Gatsby LLC d/b/a Wifi Money, and Inspired Freedom, LLC)

260. Plaintiff, Prestige World Wide Elite LLC, re-alleges Paragraphs 1 through 83 and 242 through 259 above as if set forth fully herein.

261. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified herein above.

262. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom (Casey) and within the scope of their authority.

263. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified herein above.

264. Wifi Money and Inspired Freedom are liable for the fraud of their agents, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

265. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth herein above.

WHEREFORE, Plaintiff, Prestige World Wide Elite LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 15 – FRAUDULENT INDUCEMENT

(T.E.W3 Enterprises LLC against Christopher Casey and Alex Moeller)

266. Plaintiff, T.E.W3 Enterprises LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

267. On or around February 2022 Tyler Grams (T.E.W3 Enterprises LLC's authorized member) was introduced to Christopher Casey, to discuss what was presented to T.E.W3 Enterprises LLC as a passive income generating investment opportunity.

268. T.E.W3 Enterprises LLC was sent a video wherein Christopher Casey and Alex Moeller, agents of Wifi Money, presented what was described as a passive income generating investment.

269. During the presentation, Christopher Casey and Alex Moeller made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that T.E.W3 Enterprises LLC's only role would be to provide the initial investment in the amount of \$35,000 and that DBC would operate and manage everything else;
- b. That T.E.W3 Enterprises LLC would open a Limited Liability Company (LLC) and operate its business through the LLC;
- c. That T.E.W3 Enterprises LLC would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that customers would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns;
- e. That the average DBC Limited Store from the time that it is open, actually earns around an average of three to six thousand profit after the initial three-month store onboard/vetting process then ten thousand profit per month after the first nine months to a year in operation.

- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That starting in 2022, DBC would operate, in house, the Store, handle order fulfillment, and complete drop shipping;
- i. That DBC's operations would be in complete alignment with the terms of services of Amazon;
- j. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- k. that DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- l. That T.E.W3 Enterprises LLC is guaranteed to make income greater than that of its initial investment;
- m. That if T.E.W3 Enterprises LLC did not earn back their initial investment of \$35,000 within the first eighteen (18) months, DBC would pay T.E.W3 Enterprises LLC \$35,000.00 to them, less any profit earned to that point; and
- n. That DBC would be paid for its services from 35% of the sales generated, and that T.E.W3 Enterprises LLC would receive the remainder.

270. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

271. Christopher Casey and Alex Moeller made the above representations intending to induce T.E.W3 Enterprises LLC to act on them.

272. Christopher Casey and Alex Moeller knew or should have known that the above statements were false.

273. On or about February 3, 2022, Tyler Grams created the Plaintiff LLC called, T.E.W3 Enterprises LLC; this business and DBC entered into an agreement wherein DBC would open an Amazon store on T.E.W3 Enterprises LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

274. On or around February 5, 2022, T.E.W3 Enterprises LLC entered into an agreement with DBC wherein DBC would open an amazon store on their behalf.

275. On February 8, 2022, T.E.W3 Enterprises LLC wired \$35,000.00 to DBC.

276. An Amazon store was opened on March 30, 2022.

277. On or around November 3, 2022, the store opened on behalf of T.E.W3 Enterprises LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC did not set up a store that was able to fulfil the requirements of the agreement;
- c. DBC limited was violating Amazon's terms of services.

278. DBC was contacted several times by T.E.W3 Enterprises LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

279. The store was never reinstated from its suspension.

280. T.E.W3 Enterprises LLC has not recovered its initial investment in earnings nor has T.E.W3 Enterprises LLC received a refund of its initial investment.

281. T.E.W3 Enterprises LLC suffered damages in justifiable reliance on Christopher Casey and Alex Moeller's representations.

WHEREFORE, Plaintiff, T.E.W3 Enterprises LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Christopher Casey and Alex Moeller, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 16 – FRAUDULENT INDUCEMENT

(T.E.W3 Enterprises LLC against Gatsby LLC d/b/a Wifi Money, and Inspired Freedom, LLC)

282. Plaintiff, T.E.W3 Enterprises LLC, re-alleges Paragraphs 1 through 83 and 267 through 281 above as if set forth fully herein.

283. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified herein above.

284. In committing fraud, Christopher Casey and Alex Moeller were acting as an agent of Wifi Money and Inspired Freedom (Casey) and within the scope of their authority.

285. Wifi Money and Inspired Freedom and their representatives concurred with Christopher Casey and Alex Moeller's fraudulent misrepresentations as identified herein above.

286. Wifi Money and Inspired Freedom are liable for the fraud of their agents, Christopher Casey and Alex Moeller, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

287. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Christopher Casey and Alex Moeller as set forth herein above.

WHEREFORE, Plaintiff, T.E.W3 Enterprises LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, and Inspired

Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 17 – FRAUDULENT INDUCEMENT

(Navigate Marketplace, LLC against Christopher Casey and Johnathan Sawyer)

288. Plaintiff, Navigate Marketplace, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

289. In November of 2020, Dr. Kace Groff (Navigate Marketplace, LLC's authorized member) was introduced to Christopher Casey, an agent of Wifi Money.

290. During November and December of 2020, and at various times thereafter, Dr. Kace Groff ("Groff") spoke with Christopher Casey, an agent of Wifi Money, over the phone to discuss what was presented to him as a passive income generating investment opportunity that was being offered by Wifi Money.

291. During their conversations, Christopher Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Groff would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Groff would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Groff would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Groff's business was guaranteed to make income greater than that of its initial investment;
- i. That if Groff's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Navigate Marketplace, LLC \$35,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Groff's business would receive the remainder.

292. The same day, Groff spoke to Defendant Jonathan Swayer on the phone who repeated the same representations made by Defendant Casey and discussed the next steps to sign up with DBC.

293. Many of the above representations have also been repeated online by agents of Wifi Money through social media websites and video sharing websites.

294. Casey and Sawyer made the representations listed above in order to induce Navigate Marketplace, LLC to agree to open DBC ecommerce stores and to pay in excess of \$37,500.00.

295. Casey and Sawyer knew or should have known that the above referenced statements were false.

296. On or about August 16, 2019, Groff created a Limited Liability Company (LLC) called Navigate Marketplace, LLC.

297. On or about February 11, 2021, Navigate Marketplace, LLC and DBC entered into an agreement wherein DBC would take over an existing Amazon store owned by Navigate Marketplace, LLC in exchange for an initial investment of \$2,500.00 and shares of profits made by the store. A copy of the February 2021 Agreement is attached hereto as Exhibit A.

298. In February of 2021, DBC acquired the initial investment from Navigate Marketplace, LLC in the amount of \$2,500.00.

299. On or about July 31, 2021, Navigate Marketplace, LLC and DBC entered into a second agreement wherein DBC would open a Walmart online store for Navigate Marketplace, LLC in exchange for a second investment of \$35,000.00 and shares of profits made by the store.

300. Navigate Marketplace, LLC wired DBC and its agents \$35,000.00 on August 4, 2021, for a Walmart online store.

301. DBC attempted to open a store under Navigate Marketplace, LLC, but was unable get the store approved by Walmart.

302. Ultimately, a Walmart store was never opened under Navigate Marketplace, LLC.

303. Despite having an existing Amazon store, the same was suspended after it was taken over by DBC because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing using fake tracking numbers for customers;

d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or

e. DBC limited was violating Amazon's terms of services.

304. DBC was contacted several times by Navigate Marketplace, LLC regarding the store's suspension, but DBC did not resolve the issues nor did it get the store reinstated.

305. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate the customers and Walmart.

306. In December of 2022, Navigate Marketplace, LLC's Amazon store was closed permanently.

307. In November of 2022, Navigate Marketplace, LLC and Groff started receiving written requests, accompanied by "instructions" from DBC on how to set up a new Amazon FBA store.

308. These instructions in essence asked Navigate Marketplace, LLC and Groff to commit fraud against Amazon.

309. These instructions including requesting Navigate Marketplace, LLC and Groff to:

- a) Lie to Amazon on applications for an Amazon FBA store;
- b) Requesting Navigate Marketplace, LLC and Groff to obscure their identity by using Virtual Private Networks (VPNs) to obscure their IP address;
- c) Asking Navigate Marketplace, LLC and Groff to use new mailing addresses to obscure the fact that they were the same entity / person;
- d) Asking Navigate Marketplace, LLC and Groff to set up a new phone number to help mask who they were;

- e) Asking Navigate Marketplace, LLC and Groff to set up new email addresses to mask who they were;
- f) Asking Navigate Marketplace, LLC and Groff to set up a new Limited Liability Company (LLC); and
- g) Asking Navigate Marketplace, LLC and Groff to involve family members as ghost applicants for the new Amazon FBA store.

310. These instructions by DBC and Wifi Money were intended to help the Defendants further defraud Navigate Marketplace, LLC and Groff as well as to defraud Amazon and its subsidiaries.

311. Navigate Marketplace, LLC and Groff expressly refused to partake in the fraudulent schemes of the Defendants and refused to open an Amazon FBA store with DBC.

312. The Navigate Marketplace, LLC has made numerous written and verbal demands to DBC and the Defendants for the return of their invested funds.

313. Navigate Marketplace, LLC has not recovered its initial investment in earnings nor has Navigate Marketplace, LLC received a refund of its initial and/or its second investment.

314. Navigate Marketplace, LLC suffered damages in justifiable reliance on Casey's and Sawyer's representations.

WHEREFORE, Plaintiff, Navigate Marketplace, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Casey and Sawyer for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 18 – FRAUDULENT INDUCEMENT

(Navigate Marketplace, LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

315. Plaintiff, Navigate Marketplace, LLC, re-alleges Paragraphs 1 through 83 and 288 through 314 above, as if set forth fully herein.

316. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's and Sawyer's fraudulent misrepresentations identified herein above.

317. In committing fraud, Casey and Sawyer were acting as agents of Wifi Money and Inspired Freedom, and within the scope of their authority.

318. Wifi Money and Inspired Freedom and their representatives concurred with Casey's and Sawyer's fraudulent misrepresentations as identified herein above.

319. Wifi Money and Inspired Freedom are liable for the fraud of its agents, Casey, and Sawyer, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's regular business.

320. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey and Sawyer as set forth herein above.

WHEREFORE, Plaintiff, Navigate Marketplace, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 19 – FRAUDULENT INDUCEMENT
(What Willow It Be, LLC against Christopher Casey)

321. Plaintiff, What Willow It Be, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

322. In July of 2021, Donna Hindman (What Willow It Be, LLC's authorized member) was introduced to Christopher Casey (Casey), an agent of Wifi Money, through her son who was an acquaintance of Christopher Casey and his spouse, Ashley Casey.

323. In July of 2021, Donna Hindman (“Hindman”) spoke with Christopher Casey, who later determined to be an agent of Wifi Money, over the phone to discuss what was presented to her as a passive income generating investment opportunity.

324. During their conversation, Christopher Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor’s only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Hindman would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Hindman would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Hindman would pay the credit card bills from their guaranteed reimbursements and not from her own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store’s listings;
- h. That Hindman’s business is guaranteed to make income greater than that of its initial investment;

- i. That if Hindman's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay What Willow It Be, LLC \$35,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Hindman's business would receive the remainder.

325. In the following weeks and months, Hindman spoke with Christopher Casey on the phone, via Skype, and via other means and Christopher Casey repeated the same representations herein above and discussed the next steps to sign up with DBC.

326. Many of the above representations have been repeated online by agents of Wifi Money through social media websites and video sharing websites.

327. Casey made the representations listed herein above to What Willow It Be, LLC to induce What Willow It Be, LLC to agree to open a DBC store and pay in excess of \$35,000.00.

328. Casey knew or should have known that the above referenced statements were false.

329. On or about July 28, 2021, Hindman created WHAT WILLOW IT BE, LLC in anticipation of opening an Amazon ecommerce store with Casey and DBC.

330. What Willow It Be, LLC and DBC thereafter entered into an agreement wherein DBC would open an Amazon store on What Willow It Be, LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

331. On or about October of 2021, DBC was wired an initial investment of \$35,000.00.

332. At Defendant's instruction, What Willow It Be, LLC's authorized member, Hindman, opened multiple high limit credit cards to fund the store.

333. DBC ultimately did not open a store under WHAT WILLOW IT BE, LLC, until March of 2022.

334. Within the first month of operation, What Willow It Be, LLC received numerous alerts from Amazon regarding DBC's unauthorized, improper, and/or illegal sales of its products.

335. In May of 2022, the store that was opened on the behalf of What Willow It Be, LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or numerous counterfeit products;
- c. DBC was providing fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was blatantly and knowingly violating Amazon's terms of services.

336. In May of 2022 the What Willow It Be, LLC's store was deactivated for the first time.

337. DBC was contacted several times by What Willow It Be, LLC regarding the illegal business practices, as well as the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

338. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate the What Willow It Be, LLC, Hindman, and Amazon.

339. In August of 2022, What Willow It Be, LLC's Amazon store was closed permanently.

340. What Willow It Be, LLC has not recovered its initial investment in earnings nor has What Willow It Be, LLC received a refund of its initial investment.

341. What Willow It Be, LLC relied on the many false statements of Casey and DBC's agent in agreeing to open an Amazon store and to pay in excess of \$35,000.00.

342. What Willow It Be, LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, What Willow It Be, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 20 – FRAUDULENT INDUCEMENT

(What Willow It Be, LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

343. Plaintiff, What Willow It Be, LLC, re-alleges Paragraphs 1 through 83, and 321 through 342 above as if set forth fully herein.

344. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified hereinabove.

345. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom and within the scope of their authority.

346. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified herein above.

347. Wifi Money and Inspired Freedom are liable for the fraud of its agent, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

348. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth herein above.

WHEREFORE, Plaintiff, What Willow It Be, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 21 – FRAUDULENT INDUCEMENT
(Puff & Fluff LLC against Christopher Casey)

349. Plaintiff, Puff & Fluff LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

350. In December of 2020, Elizabeth Illg (Puff & Fluff LLC's authorized member) was introduced to Christopher Casey, an agent of Wifi Money, through his wife who she had met at an online networking event.

351. On or around December 10, 2020, Elizabeth Illg ("Illg") spoke with Christopher Casey, an agent of Wifi Money, over the phone to discuss what was presented to her as a passive income generating investment opportunity.

352. During their conversation, Christopher Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Illg would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Illg would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that

Illg would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;

- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Illg's business is guaranteed to make income greater than that of its initial investment;
- i. That if Illg's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Puff & Fluff LLC \$35,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated, and that Illg's business would receive the remainder.

353. The following day, Illg spoke to Defendant Jonathan Swayer on the phone who repeated the same representations made by Defendant Casey and referenced in Paragraph 56 above and discussed the next steps to sign up with DBC.

354. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

355. Casey made the representations listed above to Puff & Fluff LLC to induce Puff & Fluff LLC to agree to open a DBC store and pay \$35,000.00.

356. Casey knew or should have known that the above referenced statements were false.

357. On or about December 13, 2020, Illg created an LLC called Liz Illg LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on Liz Illg LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

358. On or about December 15, 2020, DBC was wired an initial investment of \$35,000.00.

359. At Defendant's instruction, Puff & Fluff LLC's authorized member, Illg, opened multiple high limit credit cards to fund the store.

360. DBC attempted to open a store under Liz Illg LLC, but was unable get the store approved by Walmart.

361. On January 11, 2021, Puff & Fluff LLC spoke to Joanna Baldrige, an agent of DBC, to discuss a second attempt to open a store through Walmart under another LLC owned by Illg, Plaintiff, Puff & Fluff LLC.

362. DBC determined that Plaintiff, Puff & Fluff LLC, would instead have an Agreement with DBC for a Walmart store to be opened.

363. DBC was approved to open a store under Puff & Fluff LLC.

364. On January 13, 2021, Puff & Fluff LLC spoke to Joanna Baldrige again to fill out more paperwork for the newly opened store.

365. A Walmart store was opened on January 11, 2021, under Puff & Fluff LLC.

366. Within the first month, Puff & Fluff LLC received alerts of past due orders and unfulfilled orders.

367. Puff & Fluff LLC began receiving calls from Walmart regarding issues with the store and orders not being fulfilled.

368. In July 2021 and November 2021, Puff & Fluff LLC received letters from companies regarding DBC's unauthorized, improper, and/or illegal sales of its products.

369. On or around May 2021, July 2021, November 2021, February 2022, the store opened on behalf of Puff & Fluff LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing using fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was violating Walmart's terms of services.

370. DBC was contacted several times by Puff & Fluff LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

371. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate the customers and Walmart.

372. In March 2022, Puff & Fluff LLC's store was closed permanently.

373. Puff & Fluff LLC has not recovered its initial investment in earnings nor has Puff & Fluff LLC received a refund of its initial investment.

374. Puff & Fluff LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, Puff & Fluff LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 22 – FRAUDULENT INDUCEMENT

(Puff & Fluff LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

375. Plaintiff, Puff & Fluff LLC, re-alleges Paragraphs 1 through 83 and 349 through 374 above as if set forth fully herein.

376. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified above herein.

377. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom and within the scope of their authority.

378. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified above herein.

379. Wifi Money and Inspired Freedom are liable for the fraud of its agent, Casey because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

380. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth above herein.

WHEREFORE, Plaintiff, Puff & Fluff LLC, respectfully requests that this Court enter a judgment in its favor against Defendant for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 23 – FRAUDULENT INDUCEMENT

(Nicole Irwin Enterprises LLC against Elizabeth Friesen and Christopher Casey)

381. Plaintiff, Nicole Irwin Enterprises LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

382. In July of 2021, Nicole Irwin (Nicole Irwin Enterprises LLC's authorized member) connected with Elizabeth Friesen (Friesen), an agent of Wifi Money, through Facebook.

383. On or around July 7, 2021, Nicole Irwin ("Irwin") spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

384. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$37,500.00 and that DBC would operate and manage everything else;
- b. That Irwin would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Irwin would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Irwin would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That Irwin's business is guaranteed to make income greater than that of its initial investment;

- g. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- h. That if Irwin's business did not earn back their initial investment of \$37,500 within the first seventeen (17) months, DBC would pay Nicole Irwin Enterprises LLC \$37,500.00 to them, less any profit earned to that point;
- i. That it is risk free; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Irwin's business would receive the remainder.

385. Friesen strongly encouraged Irwin to take out a personal loan to fund the initial investment.

386. On or around July 7, 2021, Irwin received an email from Defendant Christopher Casey on the phone who repeated the same representations made by Defendant Friesen and referenced in Paragraph 56 above and discussed the next steps to sign up with DBC.

387. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

388. Friesen and Casey made the representations listed above herein to Nicole Irwin Enterprises LLC to induce Nicole Irwin Enterprises LLC to agree to open a DBC store and pay \$37,500.00.

389. Friesen and Casey knew or should have known that the above referenced statements were false.

390. On or about July 20, 2021, Irwin created the Plaintiff LLC called Nicole Irwin Enterprises LLC.

391. Nicole Irwin Enterprises LLC and DBC entered into an agreement wherein DBC would open a Walmart store on Nicole Irwin Enterprises LLC's behalf in exchange for an initial investment of \$37,500.00 and shares of profits made by the store.

392. July 27, 2021, DBC was wired the initial investment of \$37,500.00.

393. At Defendant's instruction, Nicole Irwin Enterprises LLC's authorized member, Irwin, opened multiple high limit credit cards to fund the Walmart store.

394. A Walmart store was opened on or around August 24, 2021, with Nicole Irwin Enterprises LLC as the owner.

395. Approximately two weeks later, charges began appearing on Nicole Irwin Enterprises LLC's credit cards, but Nicole Irwin Enterprises LLC was not receiving payments.

396. Nicole Irwin Enterprises LLC was told that Nicole Irwin Enterprises LLC would need to pay the cards off until Nicole Irwin Enterprises LLC began receiving payments.

397. Nicole Irwin Enterprises LLC asked when it would expect its first payments and was told they were delayed.

398. On October 7, 2021, Nicole Irwin Enterprises LLC received a notification from Walmart that her store had been terminated.

399. When Nicole Irwin Enterprises LLC asked DBC about her stores termination, they replied on October 8, 2021, stating "Currently, Walmart is experiencing system wide issues and they are terminating thousands of sellers for virtually no reason. With the contract agreements sellers sign with Walmart, they reserve that right to do that at any point in time. We do not know why the store was terminated as Walmart does not share any of those specific details with us. They give the team a blanket policy violation, but no further details. Our team is investigating and doing what they can to sort that out while appealing the termination."

400. That same day, DBC offered to open an Amazon store to make up for lost income from the Walmart store.

401. On or around December 1, 2021, an Amazon store was opened.

402. Just two weeks later, in January 2022, Amazon began contacting Nicole Irwin Enterprises LLC accusing Nicole Irwin Enterprises LLC of, among other things: policy violations, pricing errors, trademark infringement, counterfeit products, fake tracking numbers, and late or unfulfilled orders.

403. In April of 2022, Nicole Irwin Enterprises LLC began receiving returned products in the mail that had been sold through its Amazon store.

404. The problems continued until June 13, 2022, when Nicole Irwin Enterprises LLC's Amazon account was terminated.

405. Nicole Irwin Enterprises LLC has not recovered its initial investment in earnings nor has Nicole Irwin Enterprises LLC received a refund of its initial investment.

406. Nicole Irwin Enterprises LLC suffered damages in justifiable reliance on Friesen and Casey's representations.

WHEREFORE, Plaintiff, Nicole Irwin Enterprises LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Friesen and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 24 – FRAUDULENT INDUCEMENT

(Nicole Irwin Enterprises LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC)

407. Plaintiff, Nicole Irwin Enterprises LLC, re-alleges Paragraphs 1 through 83 and 381 through 406 above as if set forth fully herein.

408. Wifi Money, Social Impact LLC, and Inspired Freedom were actual participants in, and beneficiaries of Friesen and Casey's fraudulent misrepresentations identified above herein.

409. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC (Friesen) and Inspired Freedom (Casey) and within the scope of their authority.

410. Wifi Money, Social Impact LLC, and Inspired Freedom and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified above herein.

411. Wifi Money, Social Impact LLC, and Inspired Freedom are liable for the fraud of their agents: Friesen and Casey, because the fraudulent acts were committed in the course of Wifi Money, Social Impact LLC, and Inspired Freedom's business.

412. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth above herein.

WHEREFORE, Plaintiff, Nicole Irwin Enterprises LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 25 – FRAUDULENT INDUCEMENT
(K&K Jackson and Co., LLC Against Christopher Casey)

413. Plaintiff, K&K Jackson and Co., LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

414. In March of 2022, K&K Jackson and Co., LLC's authorized members, Kyle Jackson and Kacee Jackson ("Kyle and Kacee") were introduced to Elizabeth Friesen, an agent of Wifi Money.

415. On or around March 25, 2022, Kyle and Kacee spoke with Elizabeth Friesen, agents of Wifi Money, over the phone to discuss what was presented to them as a passive income generating investment opportunity.

416. During their conversation, Elizabeth Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Kyle and Kacee would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Kyle and Kacee would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Kyle and Kacee would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Kyle and Kacee's business is guaranteed to make income greater than that of its initial investment;

- i. That if Kyle and Kacee's business did not earn back their initial investment of \$50,000 within the first seventeen (17) months, DBC would pay K&K Jackson and Co., LLC \$50,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Kyle and Kacee's business would receive the remainder.

417. Many of the above representations have been repeated by agents of Wifi Money online through social media websites and video sharing websites.

418. Casey made the representations listed above to K&K Jackson and Co., LLC to induce K&K Jackson and Co., LLC to agree to open a store through DBC and pay well in excess of \$50,000.00.

419. Casey knew or should have known that the above referenced statements were false.

420. On or about April 1, 2022, Kyle and Kacee created an LLC called K&K JACKSON AND CO., LLC, and this business and DBC entered into an agreement wherein DBC would open Amazon and Facebook stores on K&K Jackson and Co., LLC's behalf, in exchange for an initial investment of \$50,000.00, and shares of profits made by the stores.

421. On or about April 1, 2022, DBC was wired an initial investment of \$50,000.00.

422. At Defendants' instruction, K&K Jackson and Co., LLC's authorized members, Kyle and Kacee, opened multiple high limit credit cards to fund the stores.

423. On or about July 4, 2022, DBC attempted to open a store under K&K JACKSON AND CO., LLC.

424. The Amazon store was minimally "open" as the same was not compliant with Amazon's terms and conditions, as they apply to vendors and businesses.

425. The Amazon store was ultimately suspended multiple times for violations of Amazon's terms and conditions, as well as for drop shipping and sales velocity violations.

426. DBC also, without the permission of K&K Jackson and Co., LLC, chose to incur significant credit card debt, which was well in excess of the original investment of \$50,000.00.

427. These charges were ultimately incurred by K&K Jackson and Co., LLC, as well as Kyle and Kacee, in a good faith attempt to keep the Amazon store open and operational.

428. DBC and its agents never opened a Facebook marketplace store as promised in their agreement with K&K Jackson and Co., LLC.

429. Numerous attempts were made by K&K Jackson and Co., LLC, as well as Kyle and Kacee to contact representatives of DBC and Wifi Money to address the store closures and failures.

430. These conversations included emails, Skype meetings, and other well documented correspondence.

431. After many requests and attempts to address the issues incurred, DBC determined that K&K Jackson and Co., LLC, would instead have an Agreement with DBC for an Amazon FBA store to be opened.

432. K&K Jackson and Co., LLC did not approve DBC to open an FBA store as Amazon would not agree to reopen the K&K Jackson and Co., LLC's store.

433. DBC was thereafter contacted several times by K&K Jackson and Co., LLC regarding the store suspensions, but DBC did not resolve the issues nor get the stores reinstated.

434. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate the customers and Amazon.

435. In September 2022, K&K Jackson and Co., LLC's store was closed permanently.

436. K&K Jackson and Co., LLC has not recovered its initial investment and promised profits, nor any of the thousands of dollars incurred on credit cards, nor has K&K Jackson and Co., LLC received a refund of its initial investment.

437. K&K Jackson and Co., LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, K&K Jackson and Co., LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 26 – FRAUDULENT INDUCEMENT

(K&K Jackson and Co., LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

438. Plaintiff, K&K Jackson and Co., LLC, re-alleges Paragraphs 1 through 83 and 413 through 437 above as if set forth fully herein.

439. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified herein above.

440. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom and within the scope of their authority.

441. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified herein above.

442. Wifi Money and Inspired Freedom are liable for the fraud of its agent, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

443. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth herein above.

WHEREFORE, Plaintiff, K&K Jackson and Co., LLC, respectfully requests that this Court enter a judgment in its favor against Defendants for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 27 – FRAUDULENT INDUCEMENT
(J. Riley Ventures, LLC against Alex Moeller and Jonathan Sawyer)

444. Plaintiff, J. Riley Ventures, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

445. On November 16, 2020, Paul Kim (J. Riley Ventures, LLC’s authorized member) connected with Jonathan Sawyer, an agent of Wifi Money.

446. On or around January 4, 2021, Paul Kim (“Kim”) spoke with Sawyer over the phone to discuss what was presented to her as a passive income generating investment opportunity.

447. During their conversation, Sawyer made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor’s only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Kim would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Kim would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Kim would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Kim's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Kim's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay J. Riley Ventures, LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated, and that Kim's business would receive the remainder.

448. On or around January 5, 2021, Kim also spoke with Alex Moeller. Alex Moeller also made the above representations.

449. Many of the above representations have been repeated by other agents of Wifi money online through social media websites and video sharing websites.

450. Moeller and Sawyer made the representations listed above herein to J. Riley Ventures, LLC to induce J. Riley Ventures, LLC to agree to open a DBC store and pay \$35,000.00.

451. Moeller and Sawyer knew or should have known that the above referenced statements were false.

452. On or about January 5, 2021, Sawyer emailed a contract to Kim for him to sign.

453. On or about August 13, 2021, Kim created the Plaintiff LLC called J. RILEY VENTURES, LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on J. Riley Ventures, LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

454. On or about December 20, 2020, DBC was wired an initial investment of \$35,000.00.

455. At Defendant's instruction, J. Riley Ventures, LLC's authorized member Kim opened multiple high limit credit cards to fund the Walmart store.

456. A Walmart store was opened on or around January 6, 2021, with J. Riley Ventures, LLC as the owner.

457. Approximately six weeks later, charges began appearing on J. Riley Ventures, LLC's credit cards, but J. Riley Ventures, LLC was not receiving payments.

458. J. Riley Ventures, LLC was told that J. Riley Ventures, LLC would need to pay the cards off until J. Riley Ventures, LLC began receiving payments.

459. On September 15, 2021, J. Riley Ventures, LLC received notice from Walmart that the store was suspended.

460. J. Riley Ventures, LLC has not recovered its initial investment in earnings nor has J. Riley Ventures, LLC received a refund of its initial investment.

461. J. Riley Ventures, LLC suffered damages in justifiable reliance on Moeller and Sawyer's representations.

WHEREFORE, Plaintiff, J. Riley Ventures, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Moeller, and Sawyer for damages, plus interest,

late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 28 – FRAUDULENT INDUCEMENT

(J. Riley Ventures, LLC against Gatsby LLC d/b/a Wifi Money and J&K Capital Investments, LLC)

462. Plaintiff, J. Riley Ventures, LLC, re-alleges Paragraphs 1 through 83 and 444 through 461 above as if set forth fully herein.

463. Wifi Money and J&K Capital Investments were actual participants in, and beneficiary of Moeller and Sawyer's fraudulent misrepresentations identified herein above.

464. In committing fraud, Moeller and Sawyer was acting as an agent of Wifi Money and J&K Capital Investments and within the scope of their authority.

465. Wifi Money and J&K Capital Investments and their representatives concurred with Moeller and Sawyer's fraudulent misrepresentations as identified herein above.

466. Wifi Money and J&K Capital Investments are liable for the fraud of their agents, Moeller and Sawyer because the fraudulent acts were committed in the course of Wifi Money and J&K Capital Investments' business.

467. Wifi Money and J&K Capital Investments are liable for the losses resulting from the fraud committed by Moeller and Sawyer as set forth herein above.

WHEREFORE, Plaintiff, J. Riley Ventures, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money and J&K Capital Investments, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 29 – FRAUDULENT INDUCEMENT

(Sister's Coffee Co., LLC against Todd Cahill)

468. Plaintiff, Sister's Coffee Co., LLC, re-alleges Paragraphs 1 through 83, as if set forth fully herein.

469. In July of 2021, Kimberly Luerson (Sister's Coffee Co., LLC's authorized member) was introduced to Todd Cahill, an agent of Wifi Money, through a mutual friend, Emanuel Zevallos.

470. On or around July 23, 24, and 28 of 2021, as well as October 20, 27, and 28 of 2021, Kimberly Luerson ("Luerson") spoke with Todd Cahill, who was an agent of Wifi Money, over the phone to discuss what was presented to her as a passive income generating investment opportunity.

471. During their many conversations, Mr. Cahill made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Luerson would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Luerson would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Luerson would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Luerson's business is guaranteed to make income greater than that of its initial investment;
- i. That if Luerson's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Sister's Coffee Co., LLC \$35,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated, and that Luerson's business would receive the remainder.

472. Luerson also spoke to other agents of DBC and Wifi Money during the dates listed herein above, as well as others on the phone who repeated the same representations made by Mr. Cahill and discussed the next steps to sign up with DBC.

473. Many of the above representations have been repeated online by agents of Wifi Money through social media websites and video sharing websites.

474. Todd Cahill ("Cahill") made the representations listed herein above to Sister's Coffee Co., LLC, in or to induce Sister's Coffee Co., LLC to agree to open a DBC store and pay \$35,000.00.

475. Cahill knew or should have known that the above referenced statements were false.

476. Luerson created a Limited Liability Company (LLC) called Sister's Coffee Co., LLC, and this business and DBC entered into an agreement wherein DBC would open an Amazon store on Sister's Coffee Co., LLC's behalf in exchange for an initial investment of \$35,000.00, and shares of profits made by the store.

477. On or about October 28, 2021, DBC was wired the agreed upon initial investment of \$35,000.00.

478. At Defendant's instruction, Sister's Coffee Co., LLC's authorized member Luerson opened multiple high limit credit cards to fund the store.

479. DBC attempted to open an Amazon store under Sister's Coffee Co., LLC, but was unable get the store approved by Amazon.

480. Immediately after DBC attempted to open the Amazon store, Sister's Coffee Co., LLC received alerts that the store opened on behalf of Sister's Coffee Co., LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing using fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was violating Amazon's terms of services.

481. DBC was contacted several times by Sister's Coffee Co., LLC regarding the store's near immediate suspension, but DBC did not resolve the issues nor get the store reinstated.

482. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, that Amazon had somehow instantly changed its terms and conditions, and other false statements meant to placate the Sister's Coffee Co., LLC, Luerson, and Amazon.

483. On November 10, 2021, Sister's Coffee Co., LLC's store was closed permanently.

484. Sister's Coffee Co., LLC has not recovered its initial investment in earnings nor has Sister's Coffee Co., LLC received a refund of its initial investment.

485. Sister's Coffee Co., LLC suffered damages in justifiable reliance on Cahill's representations.

WHEREFORE, Plaintiff, Sister's Coffee Co., LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 30 – FRAUDULENT INDUCEMENT

(Sister's Coffee Co., LLC against Gatsby LLC d/b/a Wifi Money)

486. Plaintiff, Sister's Coffee Co., LLC, re-alleges Paragraphs 1 through 83, and 468 through 485, as if set forth fully herein.

487. Wifi Money was an actual participant in, and beneficiary of Cahill's fraudulent misrepresentations identified hereinabove.

488. In committing fraud, Cahill was acting as an agent of Wifi Money, and within the scope of their authority.

489. Wifi Money, and their representatives, concurred with Cahill's fraudulent misrepresentations as identified hereinabove.

490. Wifi Money is liable for the fraud of its agent, Cahill, because the fraudulent acts were committed in the course of Wifi Money's.

491. Wifi Money is liable for the losses resulting from the fraud committed by Cahill as set forth hereinabove.

WHEREFORE, Plaintiff, Sister's Coffee Co., LLC, respectfully requests that this Court enter a judgment in its favor against the Defendant, Gatsby LLC d/b/a Wifi Money, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 31 – FRAUDULENT INDUCEMENT
(Invictus Holdings LLC against Christopher Casey)

492. Plaintiff, Invictus Holdings LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

493. On or around July of 2021, Robert Marrow (Invictus Holdings LLC's authorized member) spoke with Chris Casey, an agent of Wifi Money, to discuss what was presented to Invictus Holdings LLC as a passive income generating investment opportunity.

494. During their conversations, around July of 2021, Chris Casey made the following representations and statements by way of phone calls and texts with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that Invictus Holdings LLC's only role would be to provide the initial investment in the amount of \$37,500 and that DBC would operate and manage everything else;
- b. That Invictus Holdings LLC would open a Limited Liability Company (LLC) and operate its business through the LLC;
- c. That Invictus Holdings LLC would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to

purchase inventory and that customers would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;

- d. That DBC would handle all tax filings, permits, and returns;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$15,000 dollars a month or more in profit each month;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That starting in 2022, DBC would operate, in house, the Store, handle order fulfillment, and complete drop shipping;
- i. That DBC's operations would be in complete alignment with the terms of services of Amazon;
- j. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- k. That the credit cards opened by Invictus Holdings LLC should be with the largest limit possible for DBC to purchase inventory and stated that customers would pay their credit card bills from their guaranteed reimbursements and not from their own personal money.
- l. that DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- m. That Invictus Holdings LLC is guaranteed to make income greater than that of its initial investment;

- n. That if Invictus Holdings LLC did not earn back their initial investment of \$37,500 within the first seventeen (17) months, DBC would pay Invictus Holdings LLC \$37,500.00 to them, less any profit earned to that point; and
- o. That DBC would be paid for its services from 35% of the sales generates, and that Invictus Holdings LLC would receive the remainder.

495. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

496. Christopher Casey made the above representations intending to induce Invictus Holdings LLC to act on them.

497. Christopher Casey knew or should have known that the above statements were false.

498. On or around October 27, 2021, Invictus Holdings LLC entered into an agreement with DBC wherein DBC would open an amazon store on their behalf in exchange for an initial investment of \$37,500 and shares of profits made by the store.

499. On or about October 4, 2021, Invictus Holdings LLC wired \$37,500.00 to DBC.

500. An Amazon store was opened on or around March 3, 2022.

501. Six weeks after the Amazon store was opened, the store opened on behalf of Invictus Holdings LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC did not set up a store that was able to fulfil the requirements of the agreement;
- c. DBC limited was violating Amazon's terms of services.

502. DBC was contacted several times by Invictus Holdings LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

503. The store was never reinstated from its suspension.

504. Invictus Holdings LLC has not recovered its initial investment in earnings nor has Invictus Holdings LLC received a refund of its initial investment.

505. Invictus Holdings LLC suffered damages in justifiable reliance on Chris Casey's representations.

WHEREFORE, Plaintiff, Invictus Holdings LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Chris Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 32 – FRAUDULENT INDUCEMENT

(Invictus Holdings LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

506. Plaintiff, Invictus Holdings LLC, re-alleges Paragraphs 1 through 83 and 492 through 505 above as if set forth fully herein.

507. Wifi Money and Inspired Freedom, LLC were actual participants in and contractually bound by the parties identified above herein that committed the fraudulent misrepresentations identified above herein.

508. That in committing fraud, the parties identified above herein were acting as agents of Wifi Money and Inspired Freedom, LLC within the scope of their authority.

509. Wifi Money, Inspired Freedom, LLC and its representatives concurred with the parties identified above herein and their fraudulent misrepresentations as identified above herein.

510. Wifi Money and Inspired Freedom, LLC are liable for the fraud of its agents identified above herein because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom, LLC's business.

511. Wifi Money and Inspired Freedom, LLC are liable for the losses resulting from the fraud committed by the parties identified above herein.

WHEREFORE, Plaintiff, Invictus Holdings LLC, respectfully requests that this Court enter a judgment in its favor against Defendant for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 33 – FRAUDULENT INDUCEMENT
(APG Exclusive, LLC against Elizabeth Friesen and Christopher Casey)

512. Plaintiff, APG Exclusive, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

513. On February 1, 2022, Amanda Melendez-Williams (APG Exclusive, LLC's authorized member) connected with Elizabeth Friesen, an agent of Wifi Money, through an online webinar hosted by Wifi Money.

514. In February 2022, Amanda Melendez-Williams spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

515. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Melendez-Williams would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Melendez-Williams would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase

inventory and that Melendez-Williams would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;

- d. That Friesen's Amazon store profited over \$120,000.00 in 2020.
- e. That DBC would handle all tax filings, permits, and returns for a fee;
- f. That for the first six to nine months, the store would profit \$4,000 to \$6,000 after all fees and taxes.
- g. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- h. That DBC had patented software that scans both Amazon's and Walmart's platforms for what's trending so that our stores would always have the most trending items for sale and that DBC was the only company who could do this;
- i. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- j. That none of the stores compete with other store's listings;
- k. That DBC would guarantee I would never go below 10% profit;
- l. That Melendez-Williams business was guaranteed to make income greater than that of its initial investment in 12-18 months;
- m. That DBC would run Amazon's store in full compliance with Amazon's terms.
- n. That if Melendez-William's business did not earn back their initial investment of \$35,000 within the first seventeen 12-18 months, DBC would pay APG Exclusive, LLC \$35,000.00 to them, less any profit earned to that point; and

- o. That DBC would be paid for its services from 35% of the sales generated and that Melendez-Williams business would receive the remainder.

516. In February 2022, Melendez-Williams received correspondence from Defendant Elizabeth Friesen and spoke to her over the phone on February 2, 2022. These communications repeated much of the same representations made by Casey and referenced above.

517. Next, Casey and Friesen presented an opportunity for Melendez-Williams to add a Facebook marketplace store for \$15,000.00.

518. That if APG Exclusive, LLC didn't purchase the Facebook Store at that time, APG Exclusive, LLC would have to pay \$25,000.00 to open it at a later time.

519. During the webinar Casey stated that he personally guaranteed the Facebook store would make its initial investment back in sixteen months or he would personally repay them.

520. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

521. Friesen and Casey made the representations listed in herein above to APG Exclusive, LLC to induce APG Exclusive, LLC to agree to open an Amazon and Facebook store and pay \$50,000.00.

522. Friesen and Casey knew or should have known that the above referenced statements were false.

523. APG Exclusive, LLC and DBC entered into an agreement wherein DBC would open an Amazon and Facebook Market store on APG Exclusive, LLC's behalf in exchange for an initial investment of \$50,000 and shares of profits made by the store.

524. Casey represented himself as an employee of DBC and even had a DBC email address with a DBC signature and logo on his emails.

525. Friesen represented herself as a DBC employee and even provided wiring instructions and answered legal questions surrounding the contract provided by her.

526. APG Exclusive, LLC specifically asked about the drop shipping model and expressed concerns that this model is prohibited by Amazon. Friesen assured APG Exclusive, LLC that the way they perform the drop shipping included private labeling and they operated completely within the terms and conditions of Amazon.

527. Chris Casey and Mrs. Melendez-Williams talked over the phone on March 3, 2022, and Casey told APG Exclusive, LLC if there were any reservations, he would refund the money as he wanted to work with people who believed in the process.

528. Friesen stated “According to Amazons actual verbiage within their TOS agreement they state that retail-to-retail sales are prohibited... with that being said Amazon has to approve every single item on their platform. Because these items are private labeled products there is a gray area, we’re able to monetize in. (Thus, making it legal).

529. On February 22, 2022, DBC was wired the initial investment of \$50,000.00.

530. An Amazon store was opened on or around April 18, 2022, with APG Exclusive, LLC as the owner.

531. On June 18, 2022, APG Exclusive, LLC discovered that its Amazon store had been deactivated and never reopened.

532. On June 18, 2022, Mrs. Melendez-Williams contacted DBC regarding the deactivation via email at which time Mitch Holt stated the APG Exclusive, LLC should have been aware of the risk as well as given a better explanation of how the program worked.

533. On June 23, 2022, Mrs. Melendez-Williams talked with Mitch Holt over the phone at which point she was advised by Mitch Holt she was wrongly sold, and she was due money back.

Mitch Holt put Mrs. Melendez-Williams in touch with his attorney to receive money back but yet the defendant did not follow through.

534. APG Exclusive, LLC has not recovered its initial investment in earnings nor has APG Exclusive, LLC received a refund of its initial investment.

535. APG Exclusive, LLC suffered damages in justifiable reliance on Friesen and Casey's representations.

WHEREFORE, Plaintiff, APG Exclusive, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Friesen and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 34 – FRAUDULENT INDUCEMENT

(APG Exclusive, LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC)

536. Plaintiff, APG Exclusive, LLC, re-alleges Paragraphs 1 through 83 and 512 through 535 above as if set forth fully herein.

537. Wifi Money, Social Impact LLC, and Inspired Freedom were actual participants in, and beneficiaries of Friesen and Casey's fraudulent misrepresentations identified herein above.

538. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC (Friesen), and Inspired Freedom (Casey) and within the scope of their authority.

539. Wifi Money, Social Impact LLC, and Inspired Freedom and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified herein above.

540. Wifi Money, Social Impact LLC, and Inspired Freedom are liable for the fraud of their agents: Friesen and Casey because the fraudulent acts were committed in the course of Wifi Money, Social Impact LLC, and Inspired Freedom's business.

541. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth herein above.

WHEREFORE, Plaintiff, APG Exclusive, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 35 – FRAUDULENT INDUCEMENT
(Mlmsocilux LLC against Elizabeth Friesen and Christopher Casey)

542. Plaintiff, Mlmsocilux LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

543. In April of 2021, Melissa Mosser (Mlmsocilux LLC's authorized member) connected with Elizabeth Friesen, an agent of Wifi Money, through Instagram.

544. On or around May 20, 2021, Melissa Mosser ("Mosser") spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

545. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Mosser would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Mosser would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that

Mosser would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;

- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Mosser's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Mosser's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Mlmsocilux LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated, and that Mosser's business would receive the remainder.

546. Friesen strongly encouraged Mosser to take out a personal loan to fund the initial investment.

547. On or around May 24, 2021, Mosser spoke to Defendant Christopher Casey on the phone who repeated the same representations made by Defendant Friesen and referenced in Paragraph 56 above and discussed the next steps to sign up with DBC.

548. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

549. Friesen and Casey made the representations listed above herein to Mlmsocilux LLC to induce Mlmsocilux LLC to agree to open a DBC store and pay \$35,000.00.

550. Friesen and Casey knew or should have known that the above referenced statements were false.

551. On Or about June 2, 2021, Casey emailed a contract to Mosser for her to sign.

552. On or about June 3, 2021, Mosser created the Plaintiff LLC called MLMSOCILUX LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on Mlmsocilux LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

553. On or about June 11, 2021, DBC was wired an initial investment of \$35,000.00.

554. At Defendant's instruction, Mlmsocilux LLC's authorized member Mosser opened multiple high limit credit cards to fund the Walmart store.

555. On June 13, 2021, Mlmsocilux LLC spoke to an individual named Evan Anderson to fill out paperwork required to open a Walmart store.

556. A Walmart store was opened on or around August 6, 2021, with Mlmsocilux LLC as the owner.

557. Approximately two weeks later, charges began appearing on Mlmsocilux LLC's credit cards, but Mlmsocilux LLC was not receiving payments.

558. Mlmsocilux LLC was told that Mlmsocilux LLC would need to pay the cards off until Mlmsocilux LLC began receiving payments.

559. On September 13, 2021, Mlmsocilux LLC asked when it would expect its first payments, and was told they were delayed.

560. On September 15, 2021, Mlmsocilux LLC received notice from Walmart that the store was suspended.

561. In response, DBC informed Mlmsocilux LLC that Walmart had suspended over 53,000 stores based off of their algorithm and that they would file an appeal.

562. On October 5, 2021, Mlmsocilux LLC received a notification from Walmart that her store had been terminated.

563. That same day, DBC offered to open an Amazon store to make up for lost income from the Walmart store. Mlmsocilux LLC reminded DBC of their obligation to refund it the money if they did not make back the initial investment. An Amazon store was opened shortly thereafter.

564. On December 22, 2021, Mlmsocilux LLC began receiving returned products in the mail that had been sold through its Amazon store.

565. In January 2022, Amazon began contacting Mlmsocilux LLC accusing Mlmsocilux LLC of, among other things: policy violations, pricing errors, trademark infringement, counterfeit products, fake tracking numbers, and late or unfulfilled orders.

566. This continued until June 13, 2022, when Mlmsocilux LLC's Amazon account was terminated.

567. Mlmsocilux LLC has not recovered its initial investment in earnings nor has Mlmsocilux LLC received a refund of its initial investment.

568. Mlmsocilux LLC suffered damages in justifiable reliance on Friesen and Casey's representations.

WHEREFORE, Plaintiff, Mlmsocilux LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Friesen and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 36 – FRAUDULENT INDUCEMENT

(Mlmsocilux LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC)

569. Plaintiff, Mlmsocilux LLC, re-alleges Paragraphs 1 through 83 and 542 through 568 above as if set forth fully herein.

570. Wifi Money, Social Impact LLC, and Inspired Freedom were actual participants in, and beneficiaries of Friesen and Casey's fraudulent misrepresentations identified above herein.

571. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC (Friesen) and Inspired Freedom (Casey) and within the scope of their authority.

572. Wifi Money, Social Impact LLC, and Inspired Freedom and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified above herein.

573. Wifi Money, Social Impact LLC, and Inspired Freedom are liable for the fraud of their agents: Friesen and Casey, because the fraudulent acts were committed in the course of Wifi Money, Social Impact LLC, and Inspired Freedom's business.

574. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth above herein.

WHEREFORE, Plaintiff, Mlmsocilux LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 37 – FRAUDULENT INDUCEMENT

(AEO Investments, LLC against Elizabeth Friesen and Christopher Casey)

575. Plaintiff, AEO Investments, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

576. In January of 2022, Angela Ortiz (AEO Investments, LLC's authorized member) connected with Elizabeth Friesen, an agent of Wifi Money, through an individual named Tori Marquez.

577. In January 2022, Angela Ortiz ("Ortiz") spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

578. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Ortiz would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Ortiz would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Ortiz would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That Friesen's Amazon store profited over \$120,000.00 in 2020.
- e. That DBC would handle all tax filings, permits, and returns for a fee;
- f. That for the first six to nine months, the store would profit \$4,000 to \$6,000 after all fees and taxes.

- g. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- h. That DBC had patented software that scans both Amazon's and Walmart's platforms for what's trending so that our stores would always have the most trending items for sale and that DBC was the only company who could do this;
- i. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- j. That none of the stores compete with other store's listings;
- k. That DBC would guarantee I would never go below 10% profit.
- l. That Ortiz's business was guaranteed to make income greater than that of its initial investment;
- m. That DBC would run Amazon's store in full compliance with Amazon's terms.
- n. That if Ortiz's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay AEO Investments, LLC \$35,000.00 to them, less any profit earned to that point; and
- o. That DBC would be paid for its services from 35% of the sales generated and that Ortiz's business would receive the remainder.

579. In January 2022, Ortiz received correspondence from Defendant Christopher Casey and spoke to him over the phone on January 28, 2022. These communications repeated much of the same representations made by Defendant Friesen and referenced above.

580. Next, Casey and Friesen presented an opportunity for Ortiz to add a Facebook marketplace store for \$15,000.00.

581. That if AEO Investments, LLC didn't purchase the Facebook Store at that time, AEO Investments, LLC would have to pay \$25,000.00 to open it at a later time.

582. Casey stated that he personally guaranteed the Facebook store would make its initial investment back in sixteen months or he would personally repay them.

583. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

584. Friesen and Casey made the representations listed in herein above to AEO Investments, LLC to induce AEO Investments, LLC to agree to open an Amazon and Facebook store and pay \$50,000.00.

585. Friesen and Casey knew or should have known that the above referenced statements were false.

586. On or about January 18, 2022, Ortiz created the Plaintiff LLC called AEO Investments, LLC.

587. AEO Investments, LLC and DBC entered into an agreement wherein DBC would open an Amazon and Facebook Market store on AEO Investments, LLC's behalf in exchange for an initial investment of \$50,000 and shares of profits made by the store.

588. Casey represented himself as an employee of DBC and even had a DBC email address with a DBC signature and logo on his emails.

589. AEO Investments, LLC specifically asked about the dropshipping model and expressed concerns that this model is prohibited by Amazon. Both Friesen and Casey assured AEO Investments, LLC that the way they perform the dropshipping included private labeling and they operated completely within the terms and conditions of Amazon.

590. On February 6, 2022, DBC was wired the initial investment of \$50,000.00.

591. An Amazon store was opened on or around April 1, 2022, with AEO Investments, LLC as the owner.

592. On August 8, 2022, AEO Investments, LLC discovered that its Amazon store had been suspended and spoke to Amazon. They reversed her suspension and AEO Investments, LLC placed her store on vacation mode.

593. On August 18, 2022, the store was deactivated and never reopened.

594. AEO Investments, LLC has not recovered its initial investment in earnings nor has AEO Investments, LLC received a refund of its initial investment.

595. AEO Investments, LLC suffered damages in justifiable reliance on Friesen and Casey's representations.

WHEREFORE, Plaintiff, AEO Investments, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Friesen and Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 38 – FRAUDULENT INDUCEMENT

(AEO Investments, LLC against Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC)

596. Plaintiff, AEO Investments, LLC, re-alleges Paragraphs 1 through 83 and 575 through 595 above as if set forth fully herein.

597. Wifi Money, Social Impact LLC, and Inspired Freedom were actual participants in, and beneficiaries of Friesen and Casey's fraudulent misrepresentations identified herein above.

598. In committing fraud, Friesen and Casey were acting as an agent of Wifi Money, Social Impact LLC (Friesen), and Inspired Freedom (Casey) and within the scope of their authority.

599. Wifi Money, Social Impact LLC, and Inspired Freedom and their representatives concurred with Friesen and Casey's fraudulent misrepresentations as identified herein above.

600. Wifi Money, Social Impact LLC, and Inspired Freedom are liable for the fraud of their agents: Friesen and Casey because the fraudulent acts were committed in the course of Wifi Money, Social Impact LLC, and Inspired Freedom's business.

601. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth herein above.

WHEREFORE, Plaintiff, AEO Investments, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money, Social Impact LLC, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 39 – FRAUDULENT INDUCEMENT
(Shore Selling, LLC against Jonathan Sawyer)

602. Plaintiff, Shore Selling, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

603. In February of 2021, Justin Oswald (Shore Selling, LLC's authorized member) was introduced to Travis Chesinski (Chesinski) and Jonathan Sawyer (Sawyer), who were later determined to be agents of Wifi Money.

604. In February of 2021, Justin Oswald ("Oswald") spoke with Chesinski and Sawyer, over the phone to discuss what was presented to him as a passive income generating investment opportunity.

605. During their conversation, Sawyer made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$25,000.00 and that DBC would operate and manage everything else;
- b. That Oswald would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Oswald would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Oswald would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Oswald's business is guaranteed to make income greater than that of its initial investment;
- i. That if Oswald's business did not earn back their initial investment of \$25,000 within the first seventeen (17) months, DBC would pay Shore Selling, LLC \$25,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated and that Oswald's business would receive the remainder.

606. Many of the above representations have been repeated online by agents of Wifi Money through social media websites and video sharing websites.

607. Sawyer made the representations listed herein above to Shore Selling, LLC to induce Shore Selling, LLC to agree to open a DBC ecommerce store and pay \$25,000.00.

608. Sawyer knew or should have known that the above referenced statements were false.

609. Oswald created SHORE SELLING, LLC, and this business and DBC entered into an agreement wherein DBC would open an Amazon store on Shore Selling, LLC's behalf, in exchange for an initial investment of \$25,000.00 and shares of profits made by the store.

610. In March of 2021, DBC was wired an initial investment of \$25,000.00 from Shore Selling, LLC and Oswald.

611. An Amazon store was opened on March of 2021, under Shore Selling, LLC.

612. Within the first month, Shore Selling, LLC received alerts of past due orders and unfulfilled orders.

613. Shore Selling, LLC began receiving messages from Amazon regarding issues with the store and orders not being fulfilled.

614. Shore Selling, LLC also quickly began receiving letters from Amazon regarding DBC's unauthorized, improper, and/or illegal sales of its products.

615. The store "opened" for the Shore Selling, LLC was permanently suspended and closed by Amazon in June of 2021.

616. It was later revealed by Amazon that the store opened on behalf of Shore Selling, LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing using fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was violating Amazon's terms of services.

617. DBC was contacted several times by Shore Selling, LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

618. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate Shore Selling, LLC, Oswald, and Amazon.

619. Shore Selling, LLC has not recovered its initial investment in earnings nor has Shore Selling, LLC received a refund of its initial investment.

620. Shore Selling, LLC suffered damages in justifiable reliance on Sawyer's representations.

WHEREFORE, Plaintiff, Shore Selling, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 40 – FRAUDULENT INDUCEMENT

(Shore Selling, LLC against Gatsby LLC d/b/a Wifi Money and J&K Capital Investments, LLC)

621. Plaintiff, Shore Selling, LLC, re-alleges Paragraphs 1 through 83 and 602 through 620 above as if set forth fully herein.

622. Wifi Money and J&K Capital Investments, LLC were actual participants in, and beneficiaries of Sawyer's fraudulent misrepresentations identified herein above.

623. In committing fraud, Sawyer was acting as an agent of Wifi Money and J&K Capital Investments, LLC and within the scope of his authority.

624. Wifi Money and J&K Capital Investments, LLC concurred with Sawyer's fraudulent misrepresentations as identified herein above.

625. Wifi Money and J&K Capital Investments, LLC are liable for the fraud of their agent, Sawyer, because the fraudulent acts were committed in the course of Wifi Money's business.

626. Wifi Money and J&K Capital Investments, LLC are liable for the losses resulting from the fraud committed by Sawyer and its other agents, as set forth herein.

WHEREFORE, Plaintiff, Shore Selling, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Wifi Money and J&K Capital Investments, LLC, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 41 – FRAUDULENT INDUCEMENT
(Swalten LLC against Willy Moeller and Jonathan Sawyer)

627. Plaintiff, Swalten LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

628. On or around November 16, 2020, Solene Paillet (Swalten LLC's authorized member) connected with Willy Moeller (Moeller) an agent of Wifi Money, through Instagram.

629. On or around November 17, 2020, Moeller created a group chat on Instagram where he connected Paillet with his business partner Jonathan Sawyer (Sawyer).

630. On or around November 24, 2020, Paillet spoke with Moeller on the phone, where Moeller explained that Paillet had a solid opportunity to invest with zero risk because of a refund clause.

631. During their conversation, Moeller made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Paillet would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Paillet would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Paillet would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$5,000 and would begin to earn upwards of \$10,000 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That DBC's operations would be in complete alignment with the terms of services of Amazon;

- i. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- j. That Paillet's business is guaranteed to make income greater than that of its initial investment;
- k. That if Paillet's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Swalten LLC \$35,000.00 to them, less any profit earned to that point; and
- l. That DBC would be paid for its services from 35% of the sales generated, and that Paillet's business would receive the remainder.

632. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

633. Moeller and Sawyer made the representations listed above herein to Swalten LLC to induce Swalten LLC to agree to open a DBC store and pay \$35,000.00.

634. Moeller and Sawyer knew or should have known that the above referenced statements were false.

635. On or about November 25, 2020, Paillet created an LLC called Swalten LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on SWALTEN LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

636. On November 27, 2020, Paillet wired \$35,000 directly to Jonathan Swayer LLC

637. On January 13, 2021, Paillet, accompanied by Joanna Baldrige (DBC) via zoom, applied for a Walmart store. The application was rejected the same day.

638. On January 27, 2021, Joanna Baldridge, appealed the rejection of the Walmart application but the application was again rejected that same day.

639. On February 18, 2021, DBC offered Swalten LLC an Amazon store while they wait to get a Walmart store started.

640. On February 18, 2021, Swalten LLC replied to DBC's offer of an Amazon store. Swalten LLC already owned an Amazon store but told DBC that they could run Paillet's store.

641. On February 18, 2021, Swalten LLC and DB signed the Amazon contract.

642. In March 2021, DBC started to add listings to Swalten LLC's Amazon store.

643. On June 12, 2021, Swalten LLC's store was fully suspended by Amazon.

644. Swalten LLC has not recovered its initial investment in earnings nor has Swalten LLC received a refund of its initial investment.

645. Swalten LLC suffered damages in justifiable reliance on Moeller and Sawyer's representations.

WHEREFORE, Plaintiff, Swalten LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Moeller and Sawyer for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 42 – FRAUDULENT INDUCEMENT

(Against Gatsby LLC d/b/a Wifi Money, and J&K Capital Investments, LLC)

646. Plaintiff, Swalten LLC, re-alleges Paragraphs 1 through 83 and 627 through 645 above as if set forth fully herein.

647. Wifi Money and J&K Capital Investments, LLC were actual participants in, and beneficiary of Moeller and Sawyer's fraudulent misrepresentations identified above herein.

648. In committing fraud, Moeller and Sawyer was acting as an agent of Wifi Money (Moeller and Sawyer) and J&K Capital Investments, LLC (Sawyer) and within the scope of their authority.

649. Wifi Money and J&K Capital Investments, LLC and their representatives concurred with Moeller and Sawyer's fraudulent misrepresentations as identified above herein.

650. Wifi Money and J&K Capital Investments, LLC are liable for the fraud of their agents, Moeller and Sawyer, because the fraudulent acts were committed in the course of Wifi Money and J&K Capital Investments, LLC business.

651. Wifi Money J&K Capital Investments, LLC are liable for the losses resulting from the fraud committed by Moeller and Sawyer as set forth above herein.

WHEREFORE, Plaintiff, Swalten LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, and J&K Capital Investments, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 43 – FRAUDULENT INDUCEMENT
(Huggy Bug Go., LLC against Elizabeth Friesen)

652. Plaintiff, Huggy Bug Go., LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

653. In October of 2019, Kiersten Papp (Huggy Bug Go., LLC's authorized member) was introduced to Elizabeth Friesen, an agent of Wifi Money.

654. Starting in or about June of 2020, Kiersten Papp ("Papp") spoke with Elizabeth Friesen, who is also an agent of Wifi Money, over the phone to discuss what was presented to her as a passive income generating investment opportunity.

655. During their conversations, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$37,500.00 and that DBC would operate and manage everything else;
- b. That Papp would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Papp would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Papp would pay the credit card bills from their guaranteed reimbursements and not from her own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Papp's business is guaranteed to make income greater than that of its initial investment;
- i. That if Papp's business did not earn back their initial investment of \$37,500.00 within the first seventeen (17) months, DBC would repay Huggy Bug Go., LLC \$37,500.00 to them, less any profit earned to that point; and

- j. That DBC would be paid for its services from 35% of the sales generated, and that Papp's business would receive the remainder.

656. Friesen also made express promises to Papp that she had nothing to lose and that if Papp and Huggy Bug Go., LLC did not make their initial investment back in profits within the first year, Papp and Huggy Bug Go., LLC would get their initial investment back.

657. Many of the above representations have been repeated by agents of Wifi Money online through social media websites and video sharing websites.

658. Friesen made the representations listed herein above to Huggy Bug Go., LLC to induce Huggy Bug Go., LLC to agree to open a DBC store and pay \$37,500.00.

659. Friesen knew or should have known that the above referenced statements were false.

660. On or about May of 2021, Papp created an LLC called Huggy Bug Go., LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on Huggy Bug Co., LLC's behalf in exchange for an initial investment of \$37,500.00 and shares of profits made by the store.

661. On or about August 30, 2021, DBC was wired an initial investment of \$37,500.00.

662. At Defendant's instruction, Huggy Bug Go., LLC's authorized member Papp opened multiple high limit credit cards to fund the Walmart store.

663. On or about October of 2021, DBC confirmed that it had allegedly "attempted" to open an online store but was unable get the store approved by Walmart.

664. On October of 2021, Huggy Bug Go., LLC spoke to Elizabeth Friesen and Mitch Holt, agents of DBC, to discuss a second attempt to open a new store with Amazon.

665. Consequently, DBC determined that Huggy Bug Go., LLC would instead have an Agreement with DBC for an Amazon store to be opened.

666. DBC was approved to open an Amazon store under Huggy Bug Go., LLC on or about October 22, 2021.

667. It was not until January of 2022 that an Amazon store was finally opened by DBC on behalf of Huggy Bug Go., LLC.

668. Within the first month, Huggy Bug Go., LLC received alerts of past due orders, unfulfilled orders, and of a possible suspension of the Amazon store.

669. Thereafter for a period of approximately eight (8) months, the online store run by DBC was constantly suspended, reinstated, and suspended again.

670. Huggy Bug Go., LLC eventually began receiving notifications regarding DBC's unauthorized, improper, and/or illegal sales of its products.

671. On or around February 3, 2022, June 16, 2022, and August of 2022, the store opened on behalf of Huggy Bug Go., LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing using fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was blatantly violating Amazon's terms of services.

672. DBC was contacted several times by Huggy Bug Go., LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

673. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate the Huggy Bug Go., LLC and Amazon.

674. In August of 2022, Huggy Bug Go., LLC's store was closed permanently.

675. After the August 2022 closure, Huggy Bug Go., LLC received numerous requests from DBC, Mitch Holt, Elizabeth Friesen, and other Defendants listed herein, to open an Amazon FBA store.

676. In November of 2022, Huggy Bug Go., LLC and Papp received a written request, accompanied by "instructions" from DBC on how to set up a new Amazon FBA store.

677. These instructions in essence asked the Huggy Bug Go., LLC and Papp to commit fraud against Amazon.

678. These instructions including requesting Huggy Bug Go., LLC and Papp to:

- h) Lie to Amazon on applications for an Amazon FBA store;
- i) Requesting Huggy Bug Go., LLC and Papp to obscure their identity by using Virtual Private Networks (VPNs) to obscure their IP address;
- j) Asking Huggy Bug Go., LLC and Papp to use new mailing addresses to obscure the fact that they were the same entity / person;
- k) Asking Huggy Bug Go., LLC and Papp to set up a new phone number to help mask who they were;
- l) Asking Huggy Bug Go., LLC and Papp to set up new email addresses to mask who they were;
- m) Asking Huggy Bug Go., LLC and Papp to set up a new Limited Liability Company (LLC); and

n) Asking the Huggy Bug Go., LLC and Papp to involve family members as ghost applicants for the new Amazon FBA store.

679. These instructions by DBC and Wifi Money were intended to help the Defendants further defraud the Huggy Bug Go., LLC and Papp, as well as to defraud Amazon and its subsidiaries.

680. Huggy Bug Go., LLC and Papp expressly refused to partake in the fraudulent schemes of the Defendants and refused to open an Amazon FBA store with DBC.

681. The Huggy Bug Go., LLC has made numerous written and verbal demands to DBC and the Defendants for the return of their invested funds.

682. Huggy Bug Go., LLC has not recovered its initial investment in earnings nor has Huggy Bug Go., LLC received a refund of its initial investment.

683. Huggy Bug Go., LLC suffered damages in justifiable reliance on Friesen's representations.

WHEREFORE, Plaintiff, Huggy Bug Go., LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Friesen, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 44 – FRAUDULENT INDUCEMENT

(Huggy Bug Go., LLC against Gatsby LLC d/b/a Wifi Money and Social Impact, LLC)

684. Plaintiff, Huggy Bug Go., LLC, re-alleges Paragraphs 1 through 83 and 652 through 683 above as if set forth fully herein.

685. Wifi Money and Social Impact were actual participants in and beneficiaries of Friesen's fraudulent misrepresentations.

686. In committing fraud, Friesen was acting as an agent of Wifi Money and Social Impact and within the scope of their authority.

687. Wifi Money and Social Impact and their representatives concurred with Friesen's fraudulent misrepresentations as identified herein above.

688. Wifi Money and Social Impact are liable for the fraud of its agent, Friesen because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

689. Wifi Money and Social Impact are liable for the losses resulting from the fraud committed by Friesen as set forth herein above.

WHEREFORE, Plaintiff, Huggy Bug Go., LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Wifi Money and Social Impact for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 45 – FRAUDULENT INDUCEMENT
(Parkvell Wholesale, LLC against Jonathan Sawyer)

690. Plaintiff, Parkvell Wholesale, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

691. In October of 2020, Evan Parker (Parkvell Wholesale, LLC's authorized member) was introduced to Jonathan Sawyer, who was later determined to be an agent of Wifi Money.

692. On or around December 3, 2020, Parker spoke with Sawyer, who was acting in his personal capacity and as an agent of Wifi Money, over the phone to discuss what was presented to Parker as a passive income generating investment opportunity.

693. During their conversations, Jonathan Sawyer made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$18,000.00 and that DBC would operate and manage everything else;
- b. That Parker would open a Limited Liability Company (LLC) or use an existing LLC, and DBC would operate the business through the LLC;
- c. That Parker would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Parker would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, initially nets around \$2,500.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Parker's business is guaranteed to make income greater than that of its initial investment;
- i. That if Parker's business did not earn back their initial investment of \$18,000 within the first seventeen (17) months, DBC would pay Parkvell Wholesale, LLC \$18,000.00 to them, less any profit earned to that point; and
- j. That DBC would be paid for its services from 35% of the sales generated, and that Parker's business would receive the remainder.

694. Jonathan Sawyer also discussed the next steps to sign up with DBC.

695. Many of the above representations have been repeated by agents of Wifi Money online through social media websites and video sharing websites.

696. Sawyer made the representations listed herein above to Parkvell Wholesale, LLC to induce Parkvell Wholesale, LLC to agree to open a DBC Amazon store and pay \$18,000.00.

697. Sawyer knew or should have known that the above referenced statements were false.

698. Sawyer made the statements with the intent to induce Parkvell Wholesale, LLC into the agreement with DBC.

699. On or about January 1, 2021, Parker created a Limited Liability Company (LLC) called Parkvell Wholesale, LLC, which was created in anticipation of working with DBC and the other Defendants.

700. Parkvell Wholesale, LLC and DBC entered into an agreement wherein DBC would open an Amazon store on Parkvell Wholesale, LLC's behalf, in exchange for an initial investment of \$18,000.00 and shares of profits made by the store.

701. On or about May 7, 2021, DBC was wired an initial investment of \$18,000.00.

702. On or about July 31, 2021, the Amazon store appeared to have its first "sale".

703. On or about September 10, 2021, Amazon placed the store under review, removed the inventory, and disabled sales.

704. On or about September 20, 2021, Parkvell Wholesale, LLC received a cease-and-desist letter from a furniture manufacturer related to the activities of DBC on Parkvell Wholesale, LLC's "store".

705. After multiple inquiries to DBC and other Defendants, on October 27, 2021, Parkvell Wholesale, LLC is notified by DBC that the store is being placed on “vacation mode” to try and avoid deactivation.

706. On or about November 19, 2021, Amazon notified Parkvell Wholesale, LLC that the store is at risk of being shut down and/or terminated.

707. On or about January 20, 2022, the store is shut down for the first time.

708. The Store is then subsequently reinstated for a short period of time and against placed under review by Amazon on or about April 2, 2022.

709. After making several attempts to address concerns with the store, including numerous violations of Amazon’s terms and conditions, frequent shutdowns, and frequent inappropriate management antics, the Parkvell Wholesale, LLC is notified that the store is being shut down for the final time on June 30, 2022.

710. Upon information obtained from Amazon, the store opened on behalf of Parkvell Wholesale, LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling illegal and/or counterfeit products;
- c. DBC was providing and/or using fake tracking numbers for customers;
- d. DBC did not set up a store that was able to fulfil the requirements of the agreement; and/or
- e. DBC limited was blatantly ignoring and violating Amazon’s terms of services.

711. DBC was contacted several times by Parkvell Wholesale, LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated after the final closure in June of 2022.

712. DBC erroneously stated that the store suspension was due to items being lost in transit, the items being delivered to the wrong address, the items being damaged, and other false statements meant to placate Parkvell Wholesale, LLC and Amazon.

713. DBC and Sawyer also made concerted attempts to have Parkvell Wholesale, LLC open a new Facebook marketplace store. These requests have been soundly rejected after the experience Parkvell Wholesale, LLC had with DBC.

714. Parkvell Wholesale, LLC has not recovered its initial investment in earnings nor has Parkvell Wholesale, LLC received a refund of its initial investment.

715. Parkvell Wholesale, LLC suffered damages in justifiable reliance on Sawyer's representations.

WHEREFORE, Plaintiff, Parkvell Wholesale, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 46 – FRAUDULENT INDUCEMENT

(Parkvell Wholesale, LLC against Gatsby LLC d/b/a Wifi Money, and J&K Capital Investments, LLC)

716. Plaintiff, Parkvell Wholesale, LLC, re-alleges Paragraphs 1 through 83 and 690 through 715 above as if set forth fully herein.

717. Wifi Money and J&K Capital Investments, LLC were actual participants in, and beneficiaries of Sawyer's fraudulent misrepresentations identified above herein.

718. In committing fraud, Sawyer was acting as an agent of Wifi Money and J&K Capital Investments, LLC and within the scope of their authority.

719. Wifi Money and J&K Capital Investments, LLC and their representatives concurred with Sawyer's fraudulent misrepresentations as identified above herein.

720. Wifi Money and J&K Capital Investments, LLC are liable for the fraud of their agents, Sawyer, because the fraudulent acts were committed in the course of Wifi Money and J&K Capital Investments, LLC business.

721. Wifi Money J&K Capital Investments, LLC are liable for the losses resulting from the fraud committed by Sawyer as set forth above herein.

WHEREFORE, Plaintiff, Parkvell Wholesale, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, and J&K Capital Investments, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 47 – FRAUDULENT INDUCEMENT
(JA Rubin, LLC against Christopher Casey)

722. Plaintiff, JA Rubin, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

723. On or around March 19, 2021, Jason Rubin (JA Rubin, LLC's authorized member) connected with Chris Casey an agent of Wifi Money.

724. Jason Rubin (Rubin) spoke with Chris Casey to discuss what was presented to him as a passive income generating investment opportunity.

725. During their conversation, Chris Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Rubin would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Rubin would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Rubin would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$8,000 and would begin to earn upwards of \$10,000 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That DBC's operations would be in complete alignment with the terms of services of Amazon;
- i. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- j. That starting in 2022, DBC would operate, in house, the Store, handle order fulfillment, and complete drop shipping;

- k. That Rubin's business is guaranteed to make income greater than that of its initial investment;
- l. That if Rubin's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay JA Rubin, LLC \$35,000.00 to them, less any profit earned to that point; and
- m. That DBC would be paid for its services from 35% of the sales generated, and that Rubin's business would receive the remainder.

726. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

727. Casey made the representations listed above herein to JA Rubin, LLC to induce JA Rubin, LLC to agree to open a DBC store and pay \$35,000.00.

728. Casey knew or should have known that the above referenced statements were false.

729. On or around August 4, 2021, JA Rubin, LLC entered into an agreement with DBC wherein DBC would open a Walmart store on their behalf in exchange for an initial investment of \$35,000 and shares of profits made by the store.

730. On August 4, 2021, an application for a Walmart store was submitted but was never accepted.

731. On November 11, 2021, an Amazon store was activated.

732. Beginning on or about June 22, 2022, through August 17, 2022, JA Rubin, LLC received notifications of violation by Amazon, regarding "valid tracking."

733. On or around August 30, 2022, the store opened on behalf of JA Rubin, LLC was suspended because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC did not set up a store that was able to fulfil the requirements of the agreement;
- c. DBC limited was violating Amazon's terms of services.

734. DBC was contacted several times by JA Rubin, LLC regarding the store's suspension, but DBC did not resolve the issues nor get the store reinstated.

735. The store was never reinstated from its suspension.

736. JA Rubin, LLC has not recovered its initial investment in earnings nor has JA Rubin, LLC received a refund of its initial investment.

737. JA Rubin, LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, JA Rubin, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 48 – FRAUDULENT INDUCEMENT

(JA Rubin, LLC against Gatsby LLC d/b/a Wifi Money, and Inspired Freedom, LLC)

738. Plaintiff, JA Rubin, LLC, re-alleges Paragraphs 1 through 83 and 722 through 737 above as if set forth fully herein.

739. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified above herein.

740. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom (Casey) and within the scope of their authority.

741. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified above herein.

742. Wifi Money and Inspired Freedom are liable for the fraud of their agents, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

743. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth above herein.

WHEREFORE, Plaintiff, JA Rubin, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 49 – FRAUDULENT INDUCEMENT
(O&S Enterprises of South Florida, LLC against Christopher Casey)

744. Plaintiff, O&S Enterprises of South Florida, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

745. On or around July 1, 2021, Ashley Shaffer and William Shaffer (O&S Enterprises of South Florida, LLC's authorized members) spoke with Ashley Casey, (the wife of Christopher Casey), to discuss what was presented to O&S Enterprises of South Florida, LLC as a passive income generating investment opportunity.

746. On or about July 12, 2021, Shaffer spoke with Christopher Casey, an agent of Wifi Money about purchasing DBC's services. During their conversation, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that O&S Enterprises of South Florida, LLC's only role would be to provide the initial

investment in the amount of \$37,500 and that DBC would operate and manage everything else;

- b. That O&S Enterprises of South Florida, LLC would open a Limited Liability Company (LLC) and operate its business through the LLC;
- c. That O&S Enterprises of South Florida, LLC would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that customers would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns;
- e. That the average DBC Limited Store from the time that it is open, actually earns around seven to ten thousand dollars a month;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That DBC's operations would be in complete alignment with the terms of services of Walmart;
- i. That because DBC will be in complete compliance with Walmart's terms of services, that Customers will not have to worry their stores being suspended;
- j. That the credit cards opened by O&S Enterprises of South Florida, LLC should be with the largest limit possible for DBC to purchase inventory and stated that customers would pay their credit card bills from their guaranteed reimbursements and not from their own personal money.

- k. that DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- l. That O&S Enterprises of South Florida, LLC is guaranteed to make income greater than that of its initial investment;
- m. That if O&S Enterprises of South Florida, LLC did not earn back their initial investment of \$37,500 within the first seventeen (17) months, DBC would pay O&S Enterprises of South Florida, LLC \$37,500.00 to them, less any profit earned to that point; and
- n. That DBC would be paid for its services from 35% of the sales generates plus additional monthly assessed fees, and that O&S Enterprises of South Florida, LLC would receive the remainder.

747. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

748. On or around July 30, 2021, Chris Casey contacted Ashely Shaffer via email to confirm the contract and wire transfer of the initial investment.

749. Chris Casey made the above representations intending to induce O&S Enterprises of South Florida, LLC to act on them.

750. Chris Casey knew or should have known that the above statements were false.

751. On or around August 2, 2021, O&S ENTERPRISES OF SOUTH FLORIDA, LLC entered into an agreement with DBC wherein DBC would open a Walmart store on their behalf in exchange for an initial investment of \$37,500 and shares of profits made by the store.

752. On or about August 3, 2021, O&S Enterprises of South Florida, LLC wired \$37,500.00 to DBC.

753. A Walmart store was opened on September 22, 2021

754. On or around January and February 2022 the store opened on behalf of O&S Enterprises of South Florida, LLC was suspended because, among other reasons:

- a. Patent claims
- b. Providing misleading tracking numbers
- c. DBC did not set up a store that was able to fulfil the requirements of the agreement;
- d. DBC limited was violating Walmart's terms of services.

755. O&S Enterprises of South Florida, LLC has not recovered its initial investment in earnings nor has O&S Enterprises of South Florida, LLC received a refund of its initial investment.

756. O&S Enterprises of South Florida, LLC suffered damages in justifiable reliance on Chris Casey's representations.

WHEREFORE, Plaintiff, O&S Enterprises of South Florida, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Chris Casey's, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 50 – FRAUDULENT INDUCEMENT

(O&S Enterprises of South Florida, LLC against Gatsby LLC d/b/a Wifi Money, Inspired Freedom, LLC)

757. Plaintiff, O&S Enterprises of South Florida, LLC, re-alleges Paragraphs 1 through 83 and 744 through 757 above as if set forth fully herein.

758. Wifi Money and Inspired Freedom, LLC were actual participants in and contractually bound by the parties identified above herein that committed the fraudulent misrepresentations identified above herein.

759. In committing fraud, the parties identified above herein were acting as agents of Wifi Money and Inspired Freedom, LLC and within the scope of their authority.

760. Wifi Money, Inspired Freedom, LLC, and its representatives concurred with the parties identified above herein and their fraudulent misrepresentations as identified above herein.

761. Wifi Money and Inspired Freedom, LLC is liable for the fraud of its agents identified above herein because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom, LLC's business.

762. Wifi Money and Inspired Freedom, LLC is liable for the losses resulting from the fraud committed by the parties identified above herein.

WHEREFORE, Plaintiff, O&S Enterprises of South Florida, LLC, respectfully requests that this Court enter a judgment in its favor against Defendant for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 51 – FRAUDULENT INDUCEMENT
(Seize the Day Wholesale LLC against Jonathan Sawyer)

763. Plaintiff, Seize the Day Wholesale LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

764. On or around August 21, 2020, Selena Sifontes (Seize the Day Wholesale LLC's authorized member) connected with Jonathan Sawyer, an agent of Wifi Money, through a mutual friend.

765. During the same timeframe, Selena Sifontes ("Sifontes") spoke to Sawyer over the phone several times to discuss what was presented to her as a passive income generating investment opportunity.

766. During their conversation, Sawyer made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$15,000.00 and a \$300 per month servicing fee and that DBC would operate and manage everything else;
- b. That Sifontes would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Sifontes would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Sifontes would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually nets around \$5,000.00 to \$10,000.00 each month;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Sifontes's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That DBC Limited had a proprietary software and algorithm which was able to identify popular items that were being sold on Amazon and the algorithm could find where these items could be purchased cheaper;

- k. That if Sifontes's business did not earn back their initial investment of \$15,000 within the first seventeen (17) months, DBC would pay Seize the Day Wholesale LLC \$15,000.00 to them, less any profit earned to that point;
- l. That DBC would be paid for its services from 30% of the sales generated and that Sifontes's business would receive the remainder; and
- m. That DBC was well-versed in managing any suspensions and would reinstate the stores in a short period of time.

767. Many of the above representations have been repeated by agents of Wifi Money online through social media websites and video sharing websites.

768. Sawyer made the representations listed above herein to Seize the Day Wholesale LLC to induce Seize the Day Wholesale LLC to agree to open a DBC store and pay \$15,000.00.

769. Sawyer knew or should have known that the above referenced statements were false.

770. On or about September 4, 2020, Sifontes created the Seize the Day Wholesale LLC company called Seize the Day Wholesale LLC.

771. On or about September 15, 2020, DBC was wired an initial investment of \$15,000.00.

772. Defendant referred Seize the Day Wholesale LLC to Nicholas W. Williams, MBD, with American Express Global Commercial Services, to get approved for an American Express Platinum. The Platinum card, as explained by both Sawyer and Nicholas, has no limit on purchases.

773. In December of 2020, Nicholas W. Williams from Amex filled out the application on behalf of Seize the Day Wholesale LLC and submits it. It is approved.

774. In January 2021, Seize the Day Wholesale LLC's Amazon store is finally opened.

775. In March of 2021, Seize the Day Wholesale LLC began receiving calls from Amazon asking to discuss its store. DBC tells Seize the Day Wholesale LLC to ignore the calls and Seize the Day Wholesale LLC discovers that DBC was using fake tracking numbers.

776. DBC continued to charge items to Seize the Day Wholesale LLC's credit cards without the income flowing to Seize the Day Wholesale LLC to pay off the cards.

777. DBC was maxing out Seize the Day Wholesale LLC's credit card and Seize the Day Wholesale LLC experienced serious financial hardship.

778. Seize the Day Wholesale LLC's store was repeatedly suspended and ultimately terminated.

779. Seize the Day Wholesale LLC has not recovered its initial investment in earnings, nor has Seize the Day Wholesale LLC received a refund of its initial investment.

780. Seize the Day Wholesale LLC suffered damages in justifiable reliance on Sawyer's representations.

WHEREFORE, Plaintiff, Seize the Day Wholesale LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Jonathan Sawyer, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 52 – FRAUDULENT INDUCEMENT

(Seize the Day Wholesale LLC against Gatsby LLC d/b/a Wifi Money and J&K Capital Investments, LLC)

781. Plaintiff, Seize the Day Wholesale LLC, re-alleges Paragraphs 1 through 83 and 763 through 780 above as if set forth fully herein.

782. Wifi Money and J&K Capital Investments, LLC were actual participants in, and beneficiaries of Sawyer's fraudulent misrepresentations identified above herein.

783. In committing fraud, Sawyer was acting as an agent of Wifi Money and J&K Capital Investments, LLC and within the scope of their authority.

784. Wifi Money and J&K Capital Investments, LLC and their representatives concurred with Sawyer's fraudulent misrepresentations as identified above herein.

785. Wifi Money and J&K Capital Investments, LLC are liable for the fraud of their agent, Sawyer because the fraudulent acts were committed in the course of Wifi Money and J&K Capital Investments, LLC's business.

786. Wifi Money and J&K Capital Investments, LLC are liable for the losses resulting from the fraud committed by Sawyer as set forth above herein.

WHEREFORE, Plaintiff, Seize the Day Wholesale LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money and J&K Capital Investments, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 53 – FRAUDULENT INDUCEMENT
(Straka against Jonathan Sawyer and Christopher Casey)

787. Plaintiff, Melissa Straka d/b/a JMI Legacy Investments ("Straka"), re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

788. In April of 2021, Straka connected with Christopher Casey and Todd Cahill, agents of Wifi Money.

789. On or about April 15, Casey and Cahill spoke with Straka over the phone to discuss what was presented to her as a passive income generating investment opportunity.

790. During their conversation, Casey and Cahill made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Mosser would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Mosser would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Mosser would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$10,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Mosser's business is guaranteed to make income greater than that of its initial investment;
- i. That because DBC will be in complete compliance with Amazon's terms of services, that Customers will not have to worry their stores being suspended;
- j. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;

- k. That if Mosser's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Straka \$35,000.00 to them, less any profit earned to that point; and
- l. That DBC would be paid for its services from 35% of the sales generated, and that Mosser's business would receive the remainder.

791. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

792. Sawyer and Casey made the representations listed above herein to Straka to induce Straka to agree to open a DBC store and pay \$35,000.00.

793. Sawyer and Casey knew or should have known that the above referenced statements were false.

794. On or about April 15, 2021, Casey urged Straka to immediately wire \$35,000.00 before even sending an agreement for her to sign.

795. On or about April 15, 2021, Straka wired \$35,000.00 to DBC and Casey sent a contract for Straka to sign.

796. Straka signed the agreement. A copy of the written agreement is attached as Exhibit A.

797. At Defendant's instruction, Straka's opened multiple high limit credit cards to fund the Walmart store.

798. A Walmart store was opened on or around August 27, 2021, with Straka as the owner.

799. Approximately two months later, on October 5, 2021, Straka received a notification from Walmart that her store had been terminated.

800. Shortly thereafter, DBC offered to open an Amazon store to make up for lost income from the Walmart store.

801. Straka agreed to open an Amazon store with DBC on or around October 22, 2021.

802. Straka's store did not make a sale until April of 2022.

803. Just one month later, Straka received a notification from Amazon that her store was violating its terms of service.

804. DBC was not running Straka's Amazon store in good faith, and was committing, among other things: policy violations, pricing errors, trademark infringement, counterfeit products, fake tracking numbers, and late or unfulfilled orders.

805. On September 7, 2022, Amazon deactivated her account.

806. Straka has not recovered its initial investment in earnings nor has Straka received a refund of its initial investment.

807. Straka suffered damages in justifiable reliance on Sawyer and Casey's representations.

WHEREFORE, Plaintiff, Melissa Straka d/b/a JMI Legacy Investments, respectfully requests that this Court enter a judgment in its favor against Defendants Sawyer and Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 54 – FRAUDULENT INDUCEMENT

(Straka against Gatsby LLC d/b/a Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom, LLC)

808. Plaintiff, Melissa Straka d/b/a JMI Legacy Investments, re-alleges Paragraphs 1 through 83 and 787 through 807 above as if set forth fully herein.

809. Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom were actual participants in, and beneficiaries of Sawyer and Casey's fraudulent misrepresentations identified above herein.

810. In committing fraud, Sawyer and Casey were acting as an agent of Wifi Money, J&K Capital Investments, LLC (Sawyer) and Inspired Freedom (Casey) and within the scope of their authority.

811. Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom and their representatives concurred with Sawyer and Casey's fraudulent misrepresentations as identified above herein.

812. Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom are liable for the fraud of their agents, Sawyer and Casey, because the fraudulent acts were committed in the course of Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom's business.

813. Wifi Money and J&K Capital Investments, LLC are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth above herein.

WHEREFORE, Plaintiff, Melissa Straka d/b/a JMI Legacy Investments, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money, J&K Capital Investments, LLC, and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 55 – FRAUDULENT INDUCEMENT
(EAV LLC against and Christopher Casey)

814. Plaintiff, EAV LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

815. In August of 2021, Elizabeth Valasek (EAV LLC's authorized member) connected with Chris Casey (Casey) an agent of Wifi Money, through email to discuss what was presented to EAV LLC as a passive income generating investment opportunity.

816. During their conversations, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Elizabeth Valasek (Valasek) would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Valasek would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Valasek would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;

- h. That Valasek's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Valasek's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay EAV LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated, and that Valasek's business would receive the remainder.

817. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

818. Casey made the representations listed in paragraph 58 to EAV LLC to induce EAV LLC to agree to open a DBC store and pay \$35,000.00.

819. Casey knew or should have known that the above referenced statements were false.

820. On or about September 21, 2021, Valasek created the Plaintiff LLC called EAV, LLC and this business and DBC entered into an agreement wherein DBC would open an Amazon store on EAV LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

821. On or about December 1, 2021, DBC was wired an initial investment of \$35,000.00.

822. An Amazon store was opened in or around February 2022.

823. On or around February 2022, the store opened on behalf of EAV LLC began receiving notice of violations.

824. The store opened on behalf of EAV LLC was suspended monthly because, among other reasons:

- a. Orders were not being fulfilled and shipped, and customers were not receiving their packages;
- b. DBC was selling poor quality items that didn't have all the parts and were cheaply made.
- c. DBC limited was violating Amazon's terms of services.
- d. DBC was providing fake tracking numbers for customers.

825. On or around August 18, 2022, the store opened on behalf of EAV LLC was terminated.

826. EAV LLC has not recovered its initial investment in earnings nor has EAV LLC received a refund of its initial investment.

827. EAV LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, EAV LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 56 – FRAUDULENT INDUCEMENT

(EAV LLC against Gatsby LLC d/b/a, Wifi Money, and Inspired Freedom, LLC)

828. Plaintiff, EAV LLC, re-alleges Paragraphs 1 through 83 and 814 through 827 above as if set forth fully herein.

829. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified above herein.

830. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom (Casey) and within the scope of their authority.

831. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified above herein.

832. Wifi Money and Inspired Freedom are liable for the fraud of their agent, Casey, because his fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

833. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth above herein.

WHEREFORE, Plaintiff, EAV LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 57 – FRAUDULENT INDUCEMENT

(Perfection Hardscapes and Water Features LLC against Christopher Casey)

834. Plaintiff, Perfection Hardscapes and Water Features LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

835. In January of 2021, Kirk Velez (Perfection Hardscapes and Water Features LLC's authorized member) connected with Christopher Casey, an agent of Wifi Money online to discuss opening an e-commerce store.

836. On or around January 12, 2021, Kirk Velez ("Velez") spoke with Casey over the phone to discuss what was presented to her as a passive income generating investment opportunity.

837. During their conversation, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Velez would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Velez would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Velez would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Velez's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Velez's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Perfection Hardscapes

and Water Features LLC \$35,000.00 to them, less any profit earned to that point; and

- k. That DBC would be paid for its services from 35% of the sales generated, and that Velez's business would receive the remainder.

838. Casey strongly encouraged Velez to take out a personal loan to fund the initial investment.

839. Despite not being able to afford the payments, Velez took out the loan coordinated through Casey to pay for the initial investment.

840. Casey assured Velez that the loan and credit card payments would be covered by the ecommerce stores profits.

841. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

842. Casey made the representations listed above herein to Perfection Hardscapes and Water Features LLC to induce Perfection Hardscapes and Water Features LLC to agree to open a DBC store and pay \$35,000.00.

843. Casey knew or should have known that the above referenced statements were false.

844. On or about August 1, 2021, Perfection Hardscapes and Water Features LLC's and DBC entered into an agreement wherein DBC would open a Walmart store on Perfection Hardscapes and Water Features LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

845. On or about August 2, 2021, DBC was wired the initial investment of \$35,000.00.

846. At Defendant's instruction, Perfection Hardscapes and Water Features LLC's authorized member Velez opened high limit credit cards to fund the Walmart store.

847. A Walmart store was opened shortly thereafter with Perfection Hardscapes and Water Features LLC as the owner.

848. Approximately two weeks later, charges began appearing on Perfection Hardscapes and Water Features LLC's credit cards, but Perfection Hardscapes and Water Features LLC was not receiving payments.

849. Perfection Hardscapes and Water Features LLC was told that Perfection Hardscapes and Water Features LLC would need to pay the cards off until Perfection Hardscapes and Water Features LLC began receiving payments.

850. On or about December 10, 2021, Perfection Hardscapes and Water Features LLC received notice from Walmart that the store was terminated.

851. In response, Defendant Casey told Perfection Hardscapes and Water Features LLC that Walmart had suspended a bunch of accounts because of a combination of mistakes on the marketplace and that they would file an appeal.

852. Casey assured Perfection Hardscapes and Water Features LLC that the Amazon stores were performing exceptionally well.

853. Shortly thereafter, on or about December 28, 2021, DBC offered to open an Amazon store to make up for lost income from the Walmart store. Perfection Hardscapes and Water Features LLC reminded DBC of their obligation to refund it the money if they did not make back the initial investment. An Amazon store was opened shortly thereafter.

854. Within months Amazon began contacting Perfection Hardscapes and Water Features LLC accusing Perfection Hardscapes and Water Features LLC of, among other things: policy violations, pricing errors, trademark infringement, counterfeit products, fake tracking numbers, and late or unfulfilled orders.

855. This continued until June 29, 2022, when Perfection Hardscapes and Water Features LLC's Amazon account was terminated.

856. Perfection Hardscapes and Water Features LLC has not recovered its initial investment in earnings nor has Perfection Hardscapes and Water Features LLC received a refund of its initial investment.

857. Perfection Hardscapes and Water Features LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, Perfection Hardscapes and Water Features LLC, respectfully requests that this Court enter a judgment in its favor against Defendant, Casey, for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 58 – FRAUDULENT INDUCEMENT

(Perfection Hardscapes and Water Features LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

858. Plaintiff, Perfection Hardscapes and Water Features LLC, re-alleges Paragraphs 1 through 83 and 834 through 857 above as if set forth fully herein.

859. Wifi Money and Inspired Freedom were actual participants in, and beneficiaries of Casey's fraudulent misrepresentations identified above herein.

860. In committing fraud, Casey was acting as an agent of Wifi Money and Inspired Freedom and within the scope of their authority.

861. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified above herein.

862. Wifi Money and Inspired Freedom are liable for the fraud of their agents, Casey, because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

863. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth above herein.

WHEREFORE, Plaintiff, Perfection Hardscapes and Water Features LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 59 – FRAUDULENT INDUCEMENT
(Airbnb LLC against Elizabeth Friesen)

864. Plaintiff, Airbnb LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

865. In June of 2021, one of Airbnb LLC's authorized members, Brandi Watkins ("Watkins") connected with Elizabeth Friesen, an agent of Wifi Money.

866. On or around June 16, 2021, Watkins and Airbnb LLC's other Managing Member, Tiffany Prill ("Prill"), spoke with Friesen over the phone to discuss what was presented to her as a passive income generating investment opportunity.

867. During their conversation, Friesen made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;

- b. That Watkins and Prill would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Watkins and Prill would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Watkins and Prill would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;
- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Watkins and Prill's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Watkins and Prill's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Airbnb LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated and that Watkins and Prill's business would receive the remainder.

868. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

869. Friesen made the representations listed in paragraph 60 to Airbnb LLC to induce Airbnb LLC to agree to open a DBC store and pay \$35,000.00.

870. Friesen knew or should have known that the above referenced statements were false.

871. On or about June 24, 2021, Watkins and Prill created the Plaintiff LLC called AIRBNT LLC.

872. On Or about June 26, 2021, Friesen sent a contract to Watkins and Prill for them to sign.

873. On or about June 26, 2021, Airbnb LLC and DBC entered into an agreement wherein DBC would open a Walmart store on Airbnb LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

874. Airbnb LLC's store was rejected by Walmart and never opened.

875. DBC instructed Airbnb LLC's members to open a new LLC that would be used by DBC for another attempt at opening a Walmart Store.

876. DBC offered to open an Amazon store through a secondary LLC while they attempted to open a Walmart store.

877. On January 15, 2022, an Amazon store was successfully opened.

878. Shortly thereafter, Airbnb LLC's members discovered hundreds of unshipped orders, fraudulent business activities, and other problems with the Amazon store.

879. This continued until the Amazon account was terminated.

880. Airbnt LLC has not recovered its initial investment in earnings nor has Airbnt LLC received a refund of its initial investment.

881. Airbnt LLC suffered damages in justifiable reliance on Friesen's representations.

WHEREFORE, Plaintiff, Airbnt LLC, respectfully requests that this Court enter a judgment in its favor against Defendant Friesen for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 60 – FRAUDULENT INDUCEMENT

(Airbnt LLC against Gatsby LLC d/b/a Wifi Money and Social Impact LLC)

882. Plaintiff, Airbnt LLC, re-alleges Paragraphs 1 through 83 and 864 through 881 above as if set forth fully herein.

883. Wifi Money and Social Impact LLC were actual participants in, and beneficiary of Friesen's fraudulent misrepresentations identified above herein.

884. In committing fraud, Friesen was acting as an agent of Wifi Money and Social Impact LLC and within the scope of their authority.

885. Wifi Money and Social Impact LLC and their representatives concurred with Friesen's fraudulent misrepresentations as identified above herein.

886. Wifi Money and Social Impact LLC are liable for the fraud of their agent, Friesen because the fraudulent acts were committed in the course of Wifi Money and Social Impact LLC's business.

887. Wifi Money and Social Impact LLC are liable for the losses resulting from the fraud committed by Friesen and Casey as set forth above herein.

WHEREFORE, Plaintiff, Airbnt LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money Social Impact LLC for

damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 61 – FRAUDULENT INDUCEMENT

(Dominion Evangel Education Ministries, LLC Against Christopher Casey)

888. Plaintiff, Dominion Evangel Education Ministries, LLC, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

889. On or around March 13, 2021, Nathan Wells (Dominion Evangel Education Ministries, LLC's authorized member) connected with Christopher Casey, an agent of Wifi Money, through a mutual acquaintance.

890. On or around March 13, 2021, Nathan Wells ("Wells") spoke with Casey over the phone to discuss what was presented to him as a passive income generating investment opportunity.

891. During their conversation, Casey made the following representations and statements with respect to the purported passive income generating investment opportunity:

- a. This is a passive income generating investment opportunity and that the investor's only role would be to provide the initial investment in the amount of \$35,000.00 and that DBC would operate and manage everything else;
- b. That Wells would open a Limited Liability Company (LLC) or use an existing LLC and DBC would operate the business through the LLC;
- c. That Wells would need to open a high limit credit card (preferably American Express due to its high spending limit) for DBC to purchase inventory and that Wells would pay the credit card bills from their guaranteed reimbursements and not from their own personal money;
- d. That DBC would handle all tax filings, permits, and returns for a fee;

- e. That the average DBC Limited Store from the time that it is open, actually earns around \$7,000.00 and would begin to earn upwards of \$24,000.00 per month if more credit cards were opened;
- f. That investors are going to have anywhere from one-thousand listings to twenty-thousand listings per store opened with DBC;
- g. That none of the stores compete with other store's listings;
- h. That Wells's business is guaranteed to make income greater than that of its initial investment;
- i. That DBC had direct brand relationships and the ability to buy brand-name items at wholesale prices;
- j. That if Wells's business did not earn back their initial investment of \$35,000 within the first seventeen (17) months, DBC would pay Dominion Evangel Education Ministries, LLC \$35,000.00 to them, less any profit earned to that point; and
- k. That DBC would be paid for its services from 35% of the sales generated, and that Wells's business would receive the remainder.

892. Many of the above representations have been repeated by agents of Wifi money online through social media websites and video sharing websites.

893. Casey assured Wells that DBC had a great working relationship with Walmart and Amazon.

894. Casey repeatedly assured Wells that this is a safe investment and that there is zero risk since they would be able to get their money back less what was earned if the store didn't turn a profit.

895. Casey made the representations listed above herein to Dominion Evangel Education Ministries, LLC to induce Dominion Evangel Education Ministries, LLC to agree to open a DBC store and pay \$35,000.00.

896. Casey knew or should have known that the above referenced statements were false.

897. On or about June 28, 2021, Wells created the Plaintiff LLC called Dominion Evangel Education Ministries, LLC and this business and DBC entered into an agreement wherein DBC would open a Walmart store on Dominion Evangel Education Ministries, LLC's behalf in exchange for an initial investment of \$35,000.00 and shares of profits made by the store.

898. On or about June 30, 2021, DBC was wired an initial investment of \$35,000.00.

899. At Defendant's instruction, Dominion Evangel Education Ministries, LLC's authorized member Wells opened multiple high limit credit cards to fund the Walmart store.

900. Dominion Evangel Education Ministries, LLC applied for a Walmart store, but it was never opened.

901. Dominion Evangel Education Ministries, LLC was offered an Amazon store as an alternative and the store was opened in fall of 2021.

902. Shortly thereafter, charges began appearing on Dominion Evangel Education Ministries, LLC's credit cards.

903. Dominion Evangel Education Ministries, LLC asked for funds from sales to be released so Dominion Evangel Education Ministries, LLC could pay off the credit card charges. Defendants paid the credit card charges until the final two statements; Dominion Evangel Education Ministries, LLCs did not receive payment for the last two statements.

904. On August 23, 2021, Dominion Evangel Education Ministries, LLC received notice from Amazon that the store was suspended.

905. Dominion Evangel Education Ministries, LLC's Amazon account was eventually terminated.

906. Dominion Evangel Education Ministries, LLC has not recovered its initial investment in earnings nor has Dominion Evangel Education Ministries, LLC received a refund of its initial investment.

907. Dominion Evangel Education Ministries, LLC suffered damages in justifiable reliance on Casey's representations.

WHEREFORE, Plaintiff, Dominion Evangel Education Ministries, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants Casey for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 62 – FRAUDULENT INDUCEMENT

(Dominion Evangel Education Ministries, LLC against Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC)

908. Plaintiff, Dominion Evangel Education Ministries, LLC, re-alleges Paragraphs 1 through 83 and 888 through 907 above as if set forth fully herein.

909. Wifi Money, Inspired Freedom were actual participants in, and beneficiary of Friesen and Casey's fraudulent misrepresentations identified herein above.

910. In committing fraud, Casey was acting as an agent of Wifi Money, Inspired Freedom and within the scope of their authority.

911. Wifi Money and Inspired Freedom and their representatives concurred with Casey's fraudulent misrepresentations as identified herein above.

912. Wifi Money and Inspired Freedom are liable for the fraud of their agent Casey because the fraudulent acts were committed in the course of Wifi Money and Inspired Freedom's business.

913. Wifi Money and Inspired Freedom are liable for the losses resulting from the fraud committed by Casey as set forth herein above.

WHEREFORE, Plaintiff, Dominion Evangel Education Ministries, LLC, respectfully requests that this Court enter a judgment in its favor against Defendants, Gatsby LLC d/b/a Wifi Money and Inspired Freedom, LLC for damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

COUNT 63 – CIVIL CONSPIRACY

(All Plaintiffs against Gatsby LLC d/b/a Wifi Money; Alex Moeller; Thunder Marketing LLC; Christopher Frederick; Inspired Freedom, LLC; Christopher Casey; J&K Capital Investments, LLC; Jonathan Sawyer; Beyondrivenmentor, LLC; Todd Cahill; Social Impact LLC; Elizabeth Friesen; Willy Moeller)

914. All Plaintiffs, re-alleges Paragraphs 1 through 83 above as if set forth fully herein.

915. Gatsby LLC d/b/a Wifi Money; Alex Moeller; Thunder Marketing LLC; Christopher Frederick; Inspired Freedom, LLC; Christopher Casey; J&K Capital Investments, LLC; Jonathan Sawyer; Beyondrivenmentor, LLC; Todd Cahill; Social Impact LLC; Elizabeth Friesen, Willy Moeller, conspired to fraudulently induce people to invest in DBC e-commerce stores.

916. The parties identified above in this Count conspired to make the misrepresentations listed herein above to potential investors despite the fact that they knew or should have known that these representations were false.

917. Each party identified above in this Count took one or more overt acts in pursuance of the conspiracy to defraud potential investors.

918. As a result of one or more overt acts done under the conspiracy, Plaintiffs have suffered damages.

919. Each party identified above in this Count had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the Plaintiffs would result and, despite that knowledge, intentionally pursued that course of conduct, resulting in injury or damage.

WHEREFORE, Plaintiffs respectfully requests that this Court enter a judgment in its favor against the Defendants; Gatsby LLC d/b/a Wifi Money; Alex Moeller; Thunder Marketing LLC; Christopher Frederick; Inspired Freedom, LLC; Christopher Casey; J&K Capital Investments, LLC; Jonathan Sawyer; Beyondrivenmentor, LLC; Todd Cahill; Social Impact LLC; Elizabeth Friesen; Willy Moeller; for damages, punitive damages, plus interest, late fees, attorney fees, costs, and award such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial in the above captioned action.

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