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Attorneys for Plaintiff

FILED
CLERK, U.S. DISTRICT COURT
9/9/24
CENTRAL DISTRICT OF CALIFORNIA
BY: MRV DEPUTY

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Federal Trade Commission,
Plaintiff,

v.

Ascend Capventures Inc., also doing business as Ascend Ecom LLC; Ascend Ecomm LLC; ACV; ACV Partners; Accelerated Ecommerce Ventures; Ascend Distribution LLC; Ethix Capital; and ACV Nexus, a Wyoming close corporation profit corporation,
Ascend Ecommerce Inc., also doing business as Ascend Ecom LLC, a Wyoming close corporation profit corporation,
Ascend Administration Inc., a California general stock corporation,
Ascend Ecom LLC, a Wyoming limited liability company,
Ascend Distribution LLC, a Texas limited liability company,
William Michael Basta, individually and as officer and/or owner of Ascend Ecom

No. 2:24-cv-07660SPG(JPRx)

FILED UNDER SEAL

PLAINTIFF FEDERAL TRADE COMMISSION'S EXHIBITS

VOLUME V

Exhibits 14-15

Pages 1176 to 1465

LLC, Ascend Capventures Inc., Ascend Ecommerce Inc., Ascend Administration Inc., and Ascend Distribution LLC, and **Jeremy Kenneth Leung**, individually and as an officer and/or owner of Ascend Ecom LLC, Ascend Capventures Inc., Ascend Ecommerce Inc., Ascend Administration Inc., and Ascend Distribution LLC,

Defendants.

Volume V – Exhibit List

Ex.	Description	Beginning Page #	Ending Page #
14	Declaration of Jessica Palmisano	1176	1401
15	Declaration of Anthony Patti	1402	1465

Exhibit 14

DECLARATION OF JESSICA PALMISANO

1. My name is Jessica Palmisano. I live in Marina Del Rey, California, and I am over the age of eighteen. The following statements are within my personal knowledge, and if called as a witness, I could and would testify as set forth herein.

2. I am a senior corporate recruiter employed by a non-profit that provides food and food education for underserved children, and, prior to investing with Ascend Capventures INC ("Ascend") I owned an ecommerce side business since in or around 2018 that I personally managed. My ecommerce business sold a wearable at night medical grade silicone chest pad that I developed. I solely used an Amazon store to sell the product.

3. In or around May 2023, my then-fiancé, Jason Dean, and I saw an Instagram ad for an Ascend-related investment and reached out to the company on their website.

4. We received a sales pitch from Paul Garfield, an Ascend Capventures sales representative, in May 2023. **Attachment A** is a true and correct copy of marketing documents (with my handwritten notes) Garfield shared with Jason and me, an email from Garfield about another Ascend client's store performance data, and a scheduling email for our meeting with Garfield.

5. After Garfield's sales pitch, we met with Jeremy Leung, Ascend's founder and Chief Operating Officer, for lunch on or about May 26, 2023, in Venice Beach, California. During our lunch with Leung, Leung said that he was moving to Texas. Shortly after our lunch with Leung, Jason and I decided to invest in Ascend. **Attachment B** is a true and correct copy of text messages Leung exchanged with Jason and me both before and after we joined Ascend.

6. After meeting with Leung, we asked to speak with an Ascend client. Paul Garfield gave us the name and phone number of Brandon Harris, who Paul claimed was an Ascend client. Jason and I spoke to Brandon Harris on May 30,

2023. Brandon spoke positively about Ascend and said his one regret was that he did not put up more money in at the beginning. We later learned that Brandon Harris was an Ascend employee.

7. Jason signed an Amazon Seller Management Agreement with Ascend Capventures INC on or about June 1, 2023. **Attachment C** is a true and correct copy of Amazon Seller Management Agreement. We then wired $70,000 to Ascend on or about June 1, 2023. We received a welcome email message from Ascend on June 1, 2023. **Attachment D** is a true and correct copy of the Ascend welcome email message.

8. On or about June 27, 2023, Jason paid Ascend $50,682.97 for inventory.

9. In total, we invested approximately $120,000 with Ascend, of which approximately $75,000 was financed with a high interest rate loan and a credit card. We had planned to use the money we invested with Ascend for our wedding in July 2024 in Toronto and for Jason's children's college funds. Because of our Ascend losses, we had to cancel the Toronto wedding and have a much smaller wedding locally. We were able to successfully reverse one of the money transfers to Ascend, which reduced some of our losses by about $30,000. **Attachment E** is a true and correct copy of correspondence from our bank about the dispute. To date, we have lost approximately $90,000 plus at least $20,000 in interest on loans, credit cards, fees, lawyers, and accountants.

10. On June 8, 2023, we had a call scheduled with our Ascend store manager to set up the store. She missed the call. We text messaged Paul Garfield that same day and asked for assistance. By June 13, 2023, we had received no response from Ascend and messaged Garfield again, informing him that we had not been contacted and stating that we think that Ascend was a scam. By June 27, 2023, there had been some progress in our store and we messaged Garfield that we

were making our first purchase of inventory that day. **Attachment F** is a true and correct copy of our text exchange with Garfield.

11. Even though we paid approximately $50,000 in inventory, we never had a good sense of what we had actually purchased in inventory and how much inventory we had. **Attachment G** is a true and correct copy of some invoices (with my handwritten notes) that we received from Ascend for inventory Ascend purportedly purchased for our store. **Attachment H** is a true and correct copy of photographs (with my handwritten notes) of our Amazon store account showing inventory in our store on September 30, 2023.

12. On June 13, 2023, I sent a text message to Jeremy Leung and asked about the program and claimed it was a scam because no one from Ascend showed up at our initial store set-up meeting. Jeremy did not respond until June 22, 2023, and apologized, claiming that he had been in a bad car accident. **Attachment I** is a true and correct copy of my text exchange with Jeremy.

13. On September 28, 2023, I did a reverse image search of our store manager, Jessica Sijan, and found her telephone number. I texted Jessica Sijan with a screenshot of my store manager's photo and said that someone was imitating her. She responded within a few minutes and asked how she could help me.

14. On September 28, 2023, Jonathan Herpy, who had previously identified himself as Ascend's Chief Compliance Officer and Legal Officer, sent me a cease and desist notice from his email address with his law firm, Hart David Carson LLC (jdavid@hartdavidcarson.com). In the notice, Herpy alleged that I was harassing Jessica Sijan and demanded that I cease and desist my contact with Jessica Sijan. **Attachment J** is a true and correct copy of the cease-and-desist email exchange Jason and I had with Herpy.

15. Within about 24 hours of receiving the cease-and-desist notice, a lot of perfume showed up in our inventory on our Amazon store that Ascend managed, and it was selling fast. Our Amazon account, however, showed that approximately

93% of the purchasers returned the product. After I reviewed my account with an Amazon representative, the representative said that it appeared that the orders were bogus and/or never shipped.

16. On or about November 2, 2023, Amazon deactivated the store Jason and I had through Ascend because of an order defect rate. **Attachment K** is a true and correct copy of the deactivation notice we received from Amazon, as well as other notices from Amazon about our store.

17. Ascend primarily used Slack to communicate with us. **Attachment L** is a true and correct copy of our Slack communications with Ascend.

18. On or about December 5, 2023, I set up a second Amazon store to sell products that I thought would be profitable on Amazon. On December 13, 2023, my second Amazon store was deactivated because I had a separate account – the Amazon store Jason and I had set up through Ascend – that was deactivated for violating Amazon policies. I have tried to get Amazon to reinstate my second personal Amazon store, but Amazon has refused to reinstate my store because my second personal Amazon store was associated with the first store that Ascend never managed and ran into the ground.

19. After realizing Ascend was a scam, Jason and I have counted at least 130 TrustPilot reviews for various Ascend companies that appear to be fake. Ascend has also flagged a TrustPilot we submitted on acvpartners.ai. **Attachment M** is a true and correct copy of a notice we received from TrustPilot about our review of acvpartners.ai.

20. On August 6, 2024, Amazon notified Jason and me that it was unable to confirm delivery of our recent seller-fulfilled orders and could not reinstate our Amazon account. Amazon reminded us that our "Amazon seller account was deactivated because we have information that it has been used to engage in deceptive, fraudulent, or illegal activity." **Attachment N** is a true and correct copy of the Amazon notice we received.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 23, 2024 at Marina Del Rey, California.

Jessica Palmisano

Attachment A



---------- Forwarded message ---------
From: **Paul Garfield** <paul.g@ascendcapventures.com>
Date: Wed, May 24, 2023 at 6:43 AM
Subject: Re: Great Chatting!
To: Jess and Jason [redacted]@gmail.com>

Jason,

Excited as well for our talk! I messaged Will and waiting to hear back on his availability. I will let you know asap.

Also wanted to share this awesome screenshot a current client sent over, we purchased around 22,000 units of a face moisturizer. He sold out in 8 days and returned a $12K profit! $12,000 in a little over a week. Super exciting! This was earlier this month too.


amazon seller
2220 USD
Sales today so far
Product sales
Last 7 days
18.20K USD
Last 7 days
1111 %↑
Previous 7 days
2592 %↑
Last year
5k
4k
3k
2k
1k
0
May 4
May 5
May 6
May 7
May 8
May 9

EX 14
1184

Thanks and talk soon!
Paul

On Tue, May 23, 2023 at 8:33 AM Jess and Jason [redacted]@gmail.com> wrote:

Paul,

Looking forward to our talk on Thursday. We'll want to understand the differences bw the higher end packages...

Also, any chance you can see if Will is in town next week and open to meeting? We live in the Marina, one neighborhood over, and would love to meet him and get his take on the game and what we can expect once we sign up.

Thanks a bunch. Feel free to call or text if it's easier.

Thanks
Jason
[redacted]

On Fri, May 19, 2023 at 11:59 AM Paul Garfield <paul.g@ascendcapventures.com> wrote:

It was a pleasure connecting with you today! I'm pleased to provide you with the attached slide deck, which not only addresses any remaining questions you might have but also outlines all the packages we have to offer.

Furthermore, I'd like to share a valuable resource with you: our funding partner. They specialize in providing financing options such as a 0% APR line of credit and competitive business loans (subject to credit approval). You can find more information and access their services through this link: https://apply.fundwise.com/paulga

Should you require any further assistance, please feel free to reach out to me via text, email, or phone call. I'm here to help!

Thank you!

--

Paul Garfield
Account Executive, Ascend CapVentures

www.ascendcapventures.com
paul.g@ascendcapventures.com
2219 Main St. Santa Monica, CA

Forbes Entrepreneur yahoo! finance Inc. MAGAZINE MarketWatch

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Paul Garfield
Account Executive, Ascend CapVentures

www.ascendcapventures.com
paul.g@ascendcapventures.com
2219 Main St. Santa Monica, CA

Forbes Entrepreneur yahoo! finance Inc. MAGAZINE MarketWatch

Subject: Fwd: Invitation from an unknown sender: Jason Dean and Paul Garfield @ Fri May 19, 2023 11:30am - 11:45am (PDT) [redacted]@gmail.com)

Start: Fri 5/19/2023 2:30 PM
End: Fri 5/19/2023 2:45 PM
Show Time As: Tentative

Recurrence: (none)

Organizer: paul.g@ascendcapventures.com

[redacted]

Initial invite from Ascend.

---------- Forwarded message ---------
From: <paul.g@ascendcapventures.com>
Date: Wed, May 17, 2023 at 11:18 AM
Subject: Invitation from an unknown sender: Jason Dean and Paul Garfield @ Fri May 19, 2023 11:30am - 11:45am (PDT)
[redacted]
To: [redacted]@gmail.com>

Unknown sender
This event from paul.g@ascendcapventures.com won't appear in your calendar unless you say you know the sender.
Know this sender?

Event Name: Ascend CV (Amazon FBA & Walmart WFS) Intro ADM

Hello!

Thanks for booking a time with the Ascend Partnerships Team. We will use this initial call to learn more about you, your financial goals and knowledge in the space.

Phone Number: +1 [redacted]

Please share anything that will help prepare for our meeting.: I am familiar with amazon selling and want tonundersrajd what this partnership would look like... fees/splits etc. have capital. Credit. LIC and an EIN already set up. If it makes sense i al ready to go. Thx. JD

Need to make changes to this event?
Cancel: https://calendly.com/cancellations/c46c5af2-b73f-430a-b40a-b568b56dd0b8
Reschedule: https://calendly.com/reschedulings/c46c5af2-b73f-430a-b40a-b568b56dd0b8

Powered by Calendly.com

When

Friday May 19, 2023 · 11:30am – 11:45am (Pacific Time - Los Angeles)

Guests

paul.g@ascendcapventures.com - organizer
[redacted]@gmail.com
View all guest info

Reply for [redacted]@gmail.com

Yes	No	Maybe
More options		

Invitation from Google Calendar

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to Calendar settings, select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

E-COMMERCE: THE NEXT DIGITAL ASSET CLASS FOR PASSIVE INCOME & INVESTMENT APPRECIATION

amazon

ASCEND CAPVENTURES

Walmart

WHY AMAZON MARKETPLACE?



44%

Growth of third-party sales revenue in 2020

>50%

Amazon's revenue is from third-party sellers

8%

2022 growth over 2021 Q4

$117.8 B

Third-party seller revenue in 2022

Domination of the market

- $386 Billion in Annual Revenue in 2020, with a 38.7% Share of the US Ecommerce Market in 2022
- Projected to Reach $574 Billion in Annual Revenue by 2023
- 200 Million Prime Members in the US Alone
- 66% of US Shoppers Start Their Product Search on Amazon
- Consistent Year-Over-Year Growth in Revenue and Market Share
- Global Expansion with Presence in 18 Countries

amazon

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 17 of 119 Page ID #:1432

WHY WALMART MARKETPLACE?



44%

Growth of third-party sales revenue in 2020

>90%

Of Americans live within 10 miles of a Walmart.
(convenient online order pickup)

4-8%

Predicted growth over the last years of Q4

$47.8 B

Third-party seller revenue in 2021

Emerging market and #2 retailer in the world

With only roughly 10% of the E-commerce market share and a new 18 billion dollar e-commerce growth initiative, Walmart is poised for exponential market growth. As a result, there has never been a better time to expand your ecommerce business portfolio with Walmart Marketplace.

Currently, there are fewer than 200,000 sellers on Walmart, making it a less competitive environment and a great opportunity to reach new customers and diversify your sales channels. With over 100 million unique monthly visitors, Walmart Marketplace offers strong ecommerce growth potential for businesses of all sizes.

Don't miss out on the opportunity to grow your business and capitalize on Walmart's exponential growth. Let our expert team help you build profitable Walmart businesses tailored to your investment goals.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 18 of 119 Page ID #:1433

ASCEND CAPVENTURES LEADERSHIP

Jeremy Leung
Co-Founder & COO

Jeremy has his MBA from University of Michigan and has been working within the e-commerce sector as a consultant for 7 + Years.





Will Basta
Co-Founder & CRO

Will has an extensive background in the tech and startup world, building out their strategy and sales orgs. He also has been involved in e-commerce for over 5 years.

Michael- VP Operations + GM

Gian- Marketing, Sales Ops Lead

Mark- VP, Product, Billing

Jessica- Head of Client Services

Raymond- Chief VIP Officer

Helen- Warehouse Facility Director

Andi - Senior Logistics Coordinator

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 19 of 119 Page ID #:1434

WHO WE ARE

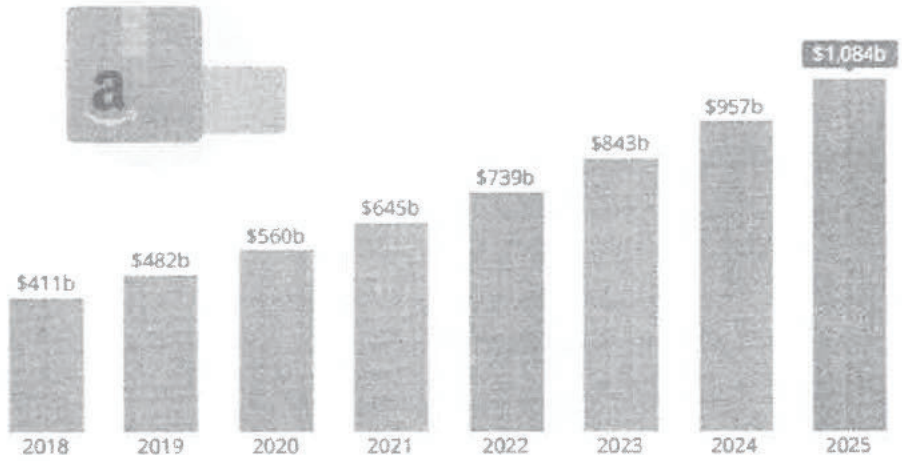
WE ARE THE PIONEERS OF SUSTAINABLE, INNOVATIVE, HIGH-GROWTH INVESTING IN AMAZON

Experience Optimal Business Management with Our Dedicated Team

Our specialized team is dedicated to ensuring the success of your business. With over 350 direct employees and a growing team, we have more than 100 warehouse staff and US team members, and all employees are exclusively on Ascend payroll. Our team members handle each functional area, from product research to customer service, with precision and care, ensuring that your business thrives under our management.

Amazon: The Road to $1 Trillion

Forecast gross revenue of Amazon.com, Inc. from 2018 to 2025 (in billion USD)



Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 20 of 119 Page ID #:1435

ASCEND CAPVENTURES

WHO WE ARE

Exclusive Ascend Warehouse Facilities (4) in Dallas, TX (come visit) + Miami Lakes, FL + Michigan

36 month

ROI buyback guarantee on all stores

100+

years combined experience in the eCommerce Industry

Access to thousands of exclusive vendors/manufacturers for name brand products and exclusive direct to manufacturer deals

4+

designated analysts assigned to your account with 24/7 communication access via Slack

ASCEND CAPVENTURES

Proprietary software and algorithms for pricing, product sourcing and store management

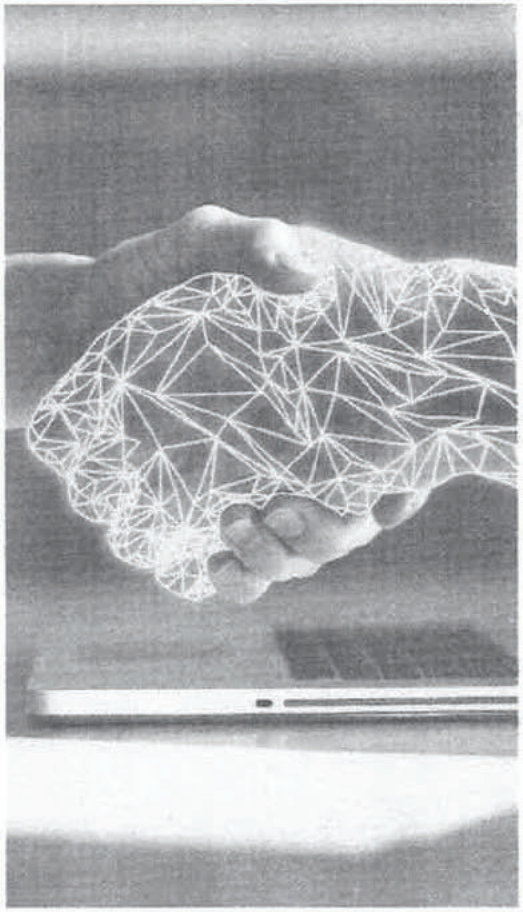
500+

Managing stores for over 500 clients and partners

Proud partner of:

ClickUp slack zenventory®

PROPRIETARY AI AND DATA DRIVEN PRODUCT SOURCING



UNIQUE SOURCING

We stand out in the industry with our unique sourcing and data-driven approach. We have years of data that allow us to make informed decisions on what products to sell and how to maximize profits.

DATA-DRIVEN

Our sourcing is exclusive and comes from licensed manufacturers, giving our clients an advantage in the market. We use complex AI algorithms to source products that have a high demand and profit potential. This approach allows us to provide our clients with the best possible chance of success.

DOUBLE GUARANTEE

Our focus on data and exclusive sourcing allows us to offer our unique double guarantee to our clients. We are so confident in our data and sourcing that we guarantee your inventory will sell through within 90 days or we will buy it back.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 22 of 119 Page ID #:1437

WHAT SETS ASCEND CAPVENTURES APART FROM OTHER PROVIDERS?

DIRECT TO MANUFACTURER PRODUCT SOURCING

We are the only Automation company that also is a distributor of products. Ascend Distribution is under Ascend CapVentures' umbrella. This gives clients exclusive access to volume discounts on products that no one else has. Along with 1000's of wholesale network relationships, including licencing to RARE but household name products. We are sourcing direct from manufacturers.

TRANSPARENCY + VERTICAL INTEGRATION

We do not outsource any part of our process. Every employee is exclusively on only Ascend CapVentures' payroll. Our office and Warehouse are actually OURS. Therefore you can visit and shake hands with us.

INFRASTRUCTURE

We truly are a logistics company at heart. There is 0 warehouse sharing. ONLY Ascend Capventures' products flow in our warehouse. This is not the case with most, the easiest way to find out is by asking if you can visit. Doors are open at all our facilities.

COMPLIANCE + SUSTAINABILITY

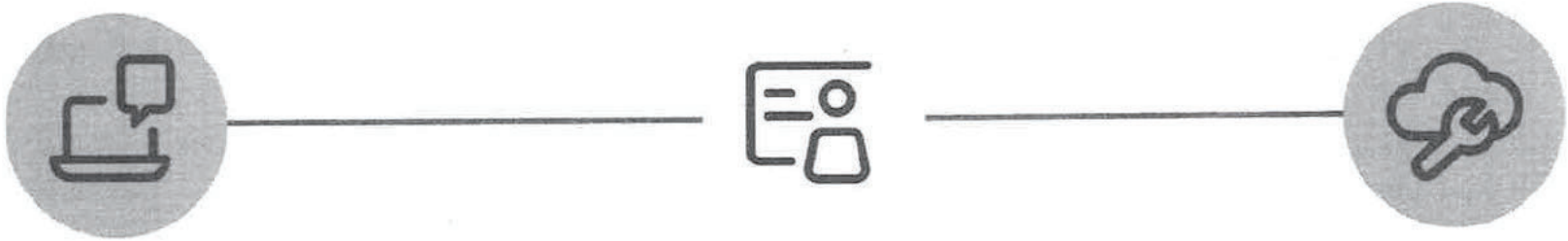
We offer FBM + FBA. We source via wholesale, arbitrage, and develop private label brands. We do all these models to ensure optimal asset appreciate and revenue goals. Our entire model is fully compliant, meaning no cutting corners on anything from supply chain processes, to product sourcing and fulfillment methods.

Proud exclusive partnership:

We have grown 100's of successful accounts and we have over a decade of experience in the industry. EXCLUSIVE shipping contracts for FBM.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 23 of 119 Page ID #:1438

ASCEND CV ECOM SELLER MANAGEMENT PROGRAM



OUR FOCUS

With Amazon + Walmart Automation, you own the business 100%. Ascend CapVentures is the operational partner, that leverages our infrastructure and builds, operates, and scales your business for you, completely hands-off

WE HANDLE

We handle all operational + logistical aspects from product sourcing, listing creation, ranking, inventory management, supply chain, growth strategy & customer support.

OUR TEAM

Our team of product research strategists, leverage 4+ softwares as well as manual data scrubbing for product research. We analyze, trends, historical data + predictive data as well as the competitive landscape to ensure your business generates consistent revenue growth.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 24 of 119 Page ID #:1439

OUR PROCESS

Onboard you with an Amazon/Walmart sellers account and legal entity

Take care of all customer support, returns and inquiries

Have our Client Relations team update you on your stores
progress via Slack or check your personalized revenue analytics dashboard!



Source top selling brand name products from our supplier and manufacturers

Quality check your inventory at our EXCLUSIVE warehouses and ship them out to Amazon FBA centers or direct to end customer (FBM)

Create high converting product listings and rank them on Amazon so you get more traffic & sales

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 25 of 119 Page ID #:1440

ASCENT CAPVENTURES

Some Of The Brands Our Clients Are Exclusively Licensed To Sell:



















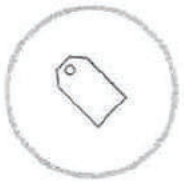




A HYBRID FBA & FBM BUSINESS MODEL

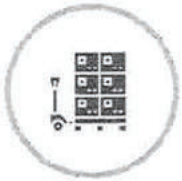
Optimized for revenue + appreciation

- Our product research team uses exclusive software and research strategies to find top-selling, high-margin products for your store by analyzing market data. We leverage our vast supplier relationships with Ascend Distribution to acquire inventory at the cheapest manufacturer direct wholesale price for you. All inventory is quality checked at our exclusive, wholly owned Ascend Facilities before being shipped to you.
- In months 4-6, we implement our signature FBM High Frequency Reselling (HFR) model to accelerate your business and open access to our industry-first, subsidized shipping and next-day fulfillment. This proven model has helped numerous clients achieve tremendous growth.
- Private label is also available as an optional add-on, and highly encouraged for those looking to further boost profits. Speak to your Ascend Rep today to learn more about our PL program and its benefits."



Private Label

Private label business model enables Amazon/Walmart sellers to sell products with their own brand name no matter who the manufacturer is. It adds significant value to the business and have up to 300% more margin.



Wholesale

Wholesale is the process of us purchasing in bulk with volume discounts of branded products, then selling them on the marketplace for a profit margin.



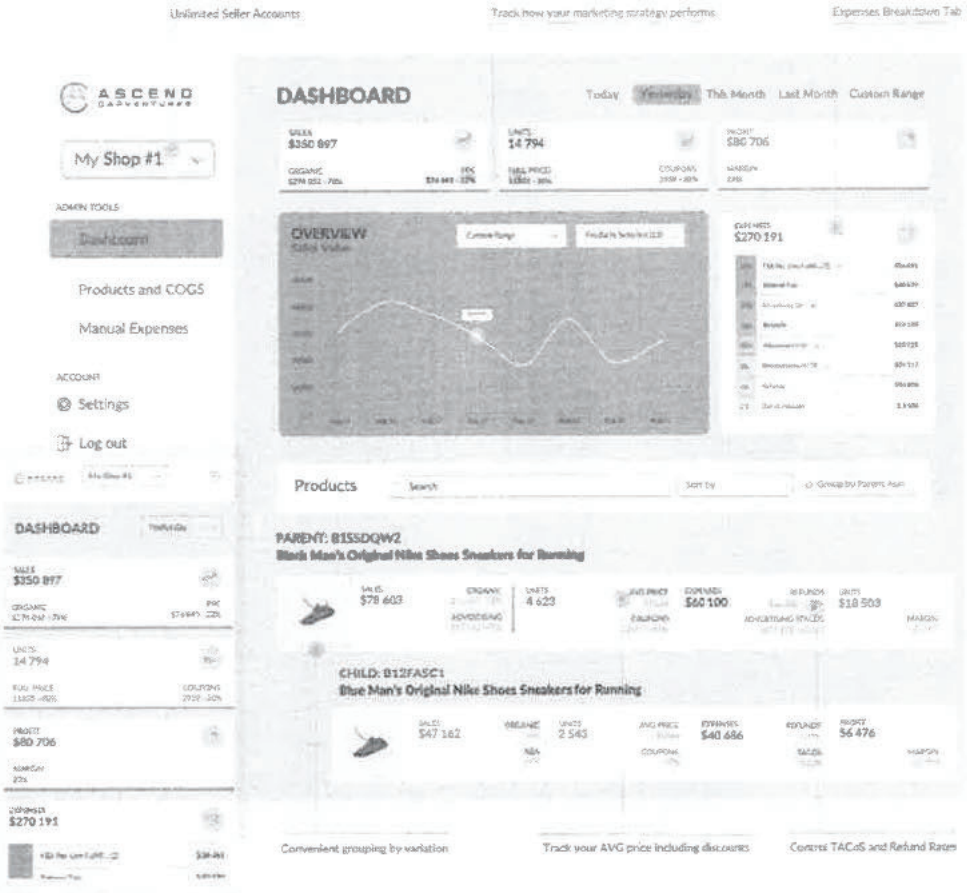
High Frequency Reselling

Customers buy products from Amazon/Walmart. Product then gets purchased from supplier (Ascend or 3rd party). Ascend prepares package for shipment and sends directly to end-customer.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 27 of 119 Page ID #:1442

REVENUE TRACKING ANALYTICS

Sales, Profit, Growth, Product Analytics... All in one easy to read Dashboard.



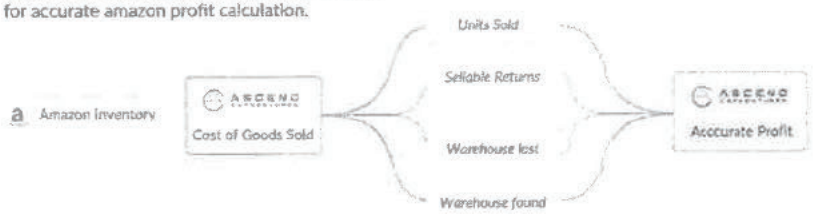
Amazon product profitability analytics including all amazon costs and dozens of performance metrics.

Key product data points - track product sales, units sold, amazon expenses (amazon fba fees, storage fees, ppc costs, etc.), and profit by product.
Marketing performance insights - track your organic sales, TACoS, average purchase price, and discount redemption rate.
True profitability by item - all amazon fees allocated by product (including advertising, fba, etc.)



Cost of Goods

Inventory Movement
All inventory movements are taken into account for accurate amazon profit calculation.



Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 28 of 119 Page ID #:1443

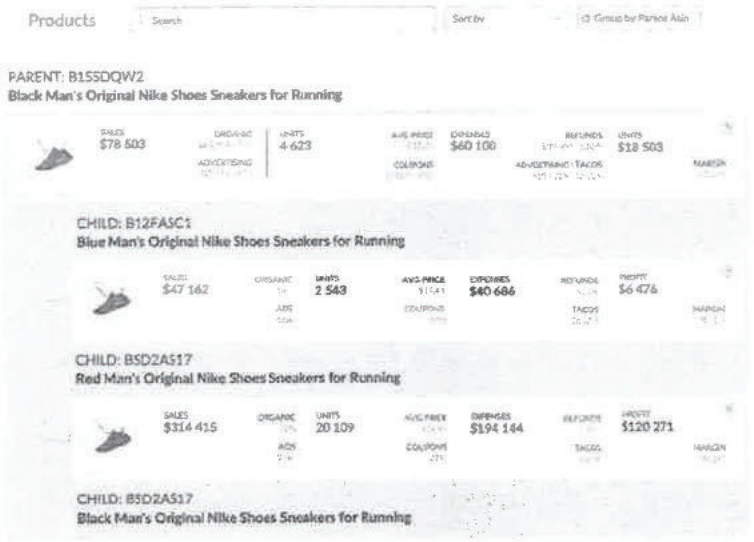
REVENUE TRACKING ANALYTICS

EXPENSES
$415 160

30%	Cost of Goods	$135 164
28%	Fulfillment Fees (1)	$116 801
16%	Referral Fee	$64 021
10%	Advertising (4)	$42 510
8%	Discounts (3)	$29 010
6%	Refunds (2)	$25 442
1%	Storage Fee	$3 462
1%	Other Fees (4)	$3 178
0%	Manual Exp	$0
-2%	Adjustments (11)	$-9 428

Coupons	$23 883
Coupons Redemption Fee	$2 975
Promotions	$2 152
FBA Removal Fee	$2 482
Lightning Deal Fee	$900
FBA Disposal Fee	$7
Wholesale Liquidation	$-211

Sponsored Products	$46 341
Sponsored Display	$894
Sponsored Brands	$266
Sponsored Video	$8
Refunds	$28 605
Sellable Returns COGS	$-3 163





Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 29 of 119 Page ID #:1444

REVENUE GOAL FOR YOUR STORES



*Numbers per store - $25k working capital (have by month 4-6 , revenue and appreciation value/results vary)

$5 Figure Monthly Profit (10K+)
With the correct working capital, the goal is to get you there within the first 12-16 months at most.

Fast Results:
Average break-even in 12 – 14 months from first sale

$50k-$100k Average store valuation at year two (range due to rev model valuation)
*Results May Vary

AMERICAN EXPRESS

USFULLSERVICE.COM
BUSINESS CONSULTING

Unlock Your Store's Full Potential with Our Working Capital Solutions

At Ascend, we understand the importance of working capital in scaling your business. With Amazon paying out every two weeks, it can be challenging to have access to the funds needed to purchase inventory and restock your store.

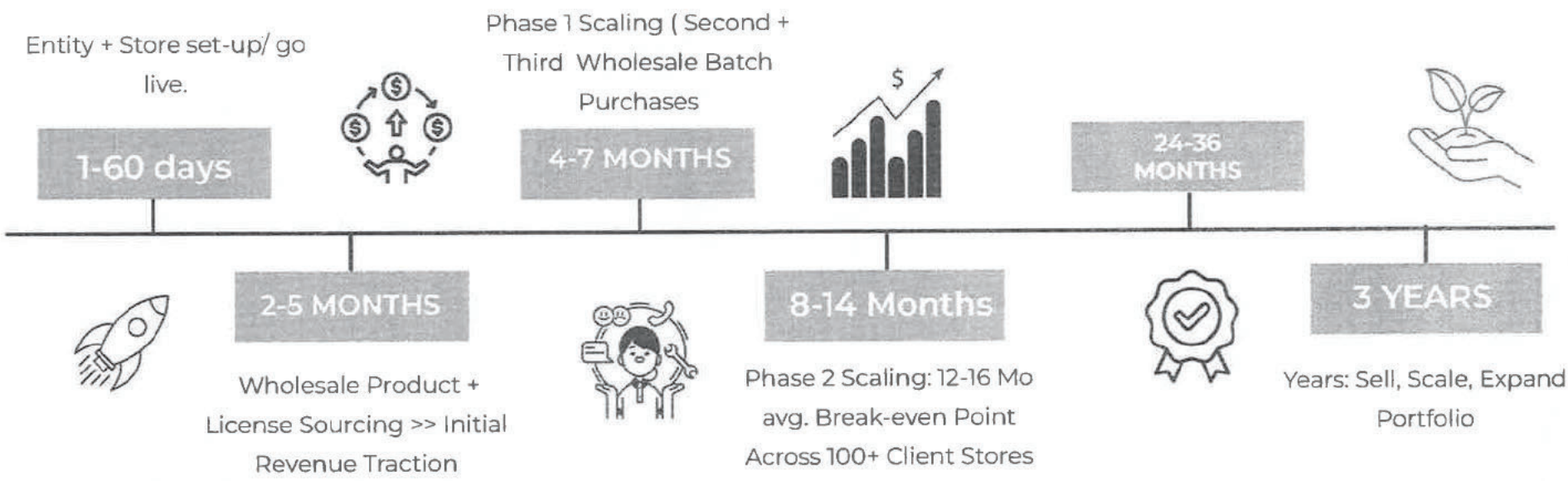
Our partnerships with leading financial institutions such as **Amex, Chase, and USFullservice** enable us to help our clients build their pool of working capital to scale their stores to full capacity. With access to the necessary funds, you can purchase from wholesalers and manufacturers in-between payouts and keep your store stocked with in-demand products.

Our working capital solutions are designed to ensure that your business is fully capitalized, enabling you to optimize your product inventory and achieve average margins of **20-40% net on inventory** spend. After 6-8 months on Amazon Marketplace, having access to working capital becomes the most important variable for growing your store. Let us help you unlock your store's full potential with our working capital solutions.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 30 of 119 Page ID #:1445

THREE YEAR TIMELINE

Build an asset you can sell at the 36 Month mark for an exit. Or keep the cash cow driving monthly passive revenue. Your call!



Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 31 of 119 Page ID #:1446

DIGITAL REAL ESTATE

It's not just sales that can make money in eCommerce anymore.

You can sell your mature store for a big pay-day.

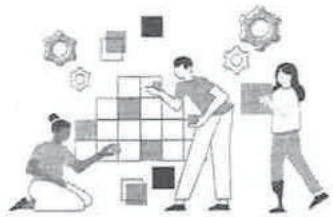
While most investors and entrepreneurs have known about the growth of eCommerce in the last decade, it's the new wave of money entering the discussion that is making eCommerce store owners big profit.

For perspective: You can sell your store to a buyer on Empire Flippers for 2-10x annualized profit within two years, where the buyer purchases 100 stores and IPOs for 20-30x annualized profit. That's a lot of room for profit on both sides!

Thrasio - the fastest US company to reach a $1B valuation - led the charge of, to date, 28 companies acquiring established eCommerce stores (specifically Amazon FBA).

This flagship model has surged the demand for quality stores, and our programs are designed for our clients to enter on the ground level and sell big into this wave within a three year timeline.





Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 32 of 119 Page ID #:1447

THINGS TO KNOW ABOUT YOUR FIRST 6 MONTHS

FIRST YEAR REVENUE

This is marathon, not a sprint. 80 percent of your first years revenue will come from month 6-12 of your first 12 months with us, from date of first sale. Results vary and will become increasingly dependent on capital injection as the business matures.

Our first benchmark is to have you break even on your investment, generally within the first year this happens. Your working capital and injection of this will dictate the growth trajectory after the first 6 months.



PROBATION PERIOD

Probationary Period (Months 1 - 6): Sales will be slower as we build up seller rapport with Amazon on your behalf.
During this time your business will be on close watch with Amazon as they verify, you're a legitimate business with a good customer satisfaction score.

Every new Amazon seller is required to go through this stage and is a necessary process in scaling your Amazon business. They also will be providing reduced warehousing space and fragmented payouts the first 3 months as well.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 33 of 119 Page ID #:1448

INDUSTRY FIRST AND ONLY: DOUBLE GUARANTEE

We offer a unique opportunity for investors to build and operate profitable Amazon FBA businesses. We take the risk out of this process by providing two exclusive guarantees to our clients.

ROI BUYBACK GUARANTEE

We guarantee that our clients will receive a minimum profit of their upfront investment. If they don't, they can enact a buyback clause where we will buy back their business for the difference that they did not make.

For example, if they invest $50,000 and only earn a net of $40,000, we will buy the business back for $10,000. This is a one-of-a-kind guarantee in the industry that shows our commitment to our clients' success.

WHOLESALE INVENTORY GUARANTEE

One of the largest risks in this industry is inventory not selling. We mitigate this risk by guaranteeing that the wholesale FBA inventory will sell within 90 days of being actively listed on Amazon Seller Central.

If the inventory doesn't match the investment amount with profit equal to the investment amount, our clients can request us to buy it back from them.

Our guarantees are unique in the industry because we have years of data and exclusive sourcing of products from licensed manufacturers. We also use complex AI for sourcing, which allows us to offer this level of risk mitigation to our clients.

Conditions apply. Included in some but not all tiers and requires a minimum purchase order.

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 34 of 119 Page ID #:1449

• 600 stores in total

ASCENT CAPVENTURES

PRICING (PER STORE, AMAZON)

Programs for all budgets. All include money-back guarantee. The more you spend upfront, the higher level of diversification you establish. Ask us about our custom offerings, private label focused offers/ add-ons + Walmart packages.

ENTRY LEVEL HYBRID PACKAGE

$35k

- 50/50 Profit Split
- Wholesale FBA (exclusive suppliers)
- FBM/ HFR Accelerator
- Renewal fee at 36 months ($2999)

HYBRID ADVANCED

HYBRID+ $48k

- 60/40 Profit Split
- Wholesale FBA
- FBM/HFR Accelerator (High-Frequency Reselling)
- Access to 1-2-day shipping for FBM
- **Direct from Manufacturer Wholesale**
- Renewal Fee at 36 months ($2500)

HYBRID PREMIER PL

HYBRID ADVANCED + $65k

- 70/30 Profit Split
- Strategy Calls on Request
- 1 Private Label Product
- **DFY Ungating (Exclusive Brand Licensing)**
- Renewal Fee at 36 months ($1999)

process: costs a lot unlocks faster

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 35 of 119 Page ID #:1450

OUR BUNDLES

OPTIMIZED ASSET BUNDLE PACKAGE

HYBRID PREMIER PACKAGE +

$75k

- 70/30 Profit Split
- **1 Private label product**
- Walmart or additional Amazon store (50/50)
- VIP communication channel
- Renewal Fee at 36 months ($999)

delayed 6-mo.

Private team 4-6 lead custom Report

VIP BUNDLE

OPTIMIZED ASSET BUNDLE PACKAGE +

$98k

- 70/30 Profit Split
- **Walmart or additional Amazon Store Included (70/30)**
- **2 Private label products**
- Subsidized shipping cost for 20 lbs or more
- NO Renewal Fees

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 36 of 119 Page ID #:1451

DISCLAIMER (revenue results vary from store to store)

THERE IS STILL SOME WORK NEEDED FROM YOU:

1. Working with our Amazon Onboarding team to get your account set up (minutes of your time)
2. Obtaining a new business entity (we can help)
3. Acquiring working capital (we can help), managing your working capital limits
4. Being responsible for your new yearly income taxes from this business + potential reseller taxes (we do not provide tax service)



YOU OWN THIS BUSINESS 100%

Blubooks

*We are a strategic partner of Blubooks. An e-commerce focused tax agency.They provide discounts to Ascend clients and a free consult.

EX 14
1210

Case 2:24-cv-07660-SPG-JPR Document 15 Filed 09/09/24 Page 37 of 119 Page ID #:1452

GET IN TOUCH

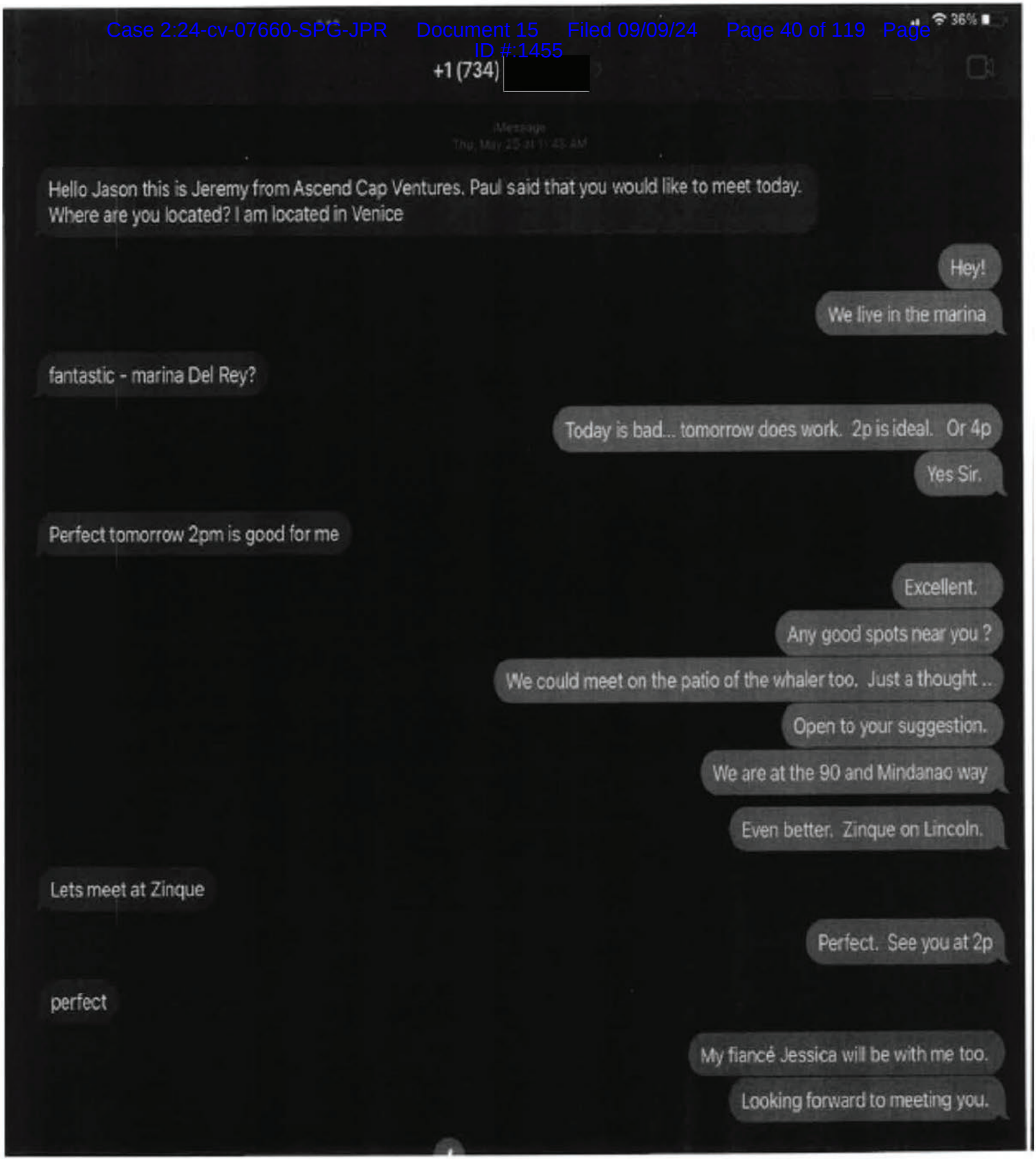
For more information please contact your Ascend CapVentures representative, or message us via email, website, or social!

partnerships@ascendcapventures.com

www.ascendcapventures.com

ASCEND
CAPVENTURES

Attachment B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Message
Thu, May 25 at 11:45 AM
Hello Jason this is Jeremy from Ascend Cap Ventures. Paul said that you would like to meet today. Where are you located? I am located in Venice
Hey!
We live in the marina
fantastic - marina Del Rey?
Today is bad... tomorrow does work. 2p is ideal. Or 4p
Yes Sir.
Perfect tomorrow 2pm is good for me
Excellent.
Any good spots near you ?
We could meet on the patio of the whaler too. Just a thought ..
Open to your suggestion.
We are at the 90 and Mindanao way
Even better. Zinque on Lincoln.
Lets meet at Zinque
Perfect. See you at 2p
perfect
My fiancé Jessica will be with me too.
Looking forward to meeting you.

+1 (734) [redacted]

Wonderful, look forward to meeting you both too!

Fri, May 26 at 1:54 PM

We are in a booth at the bar. See you soon.

Sure I'm five out

Sat, May 27 at 12:03 PM

Hi Jason and Jessica

https://www.amazon.com/dp/B0B9G4HW52?ref=myi_title_dp this is an example of a private label product we sell for a client. It does quite well.

You asked me what package you would recommend. I would recommend whatever company you end up choosing to go with minimum fba wholesale store, some thing I didn't explain was that new stores have fba warehouse storage limits that increase as you sell more, which provides clients with reasons to have 1+ stores. if you wanted to have a PL product which I recommend you either learn it yourself or you pay a service like us to do it for you or learn it while a service does it for you. My friend Kyle Kirschner provides coaching and he's pretty good. Later today I'll send you a research document we send to our PL clients once we have completed the research component

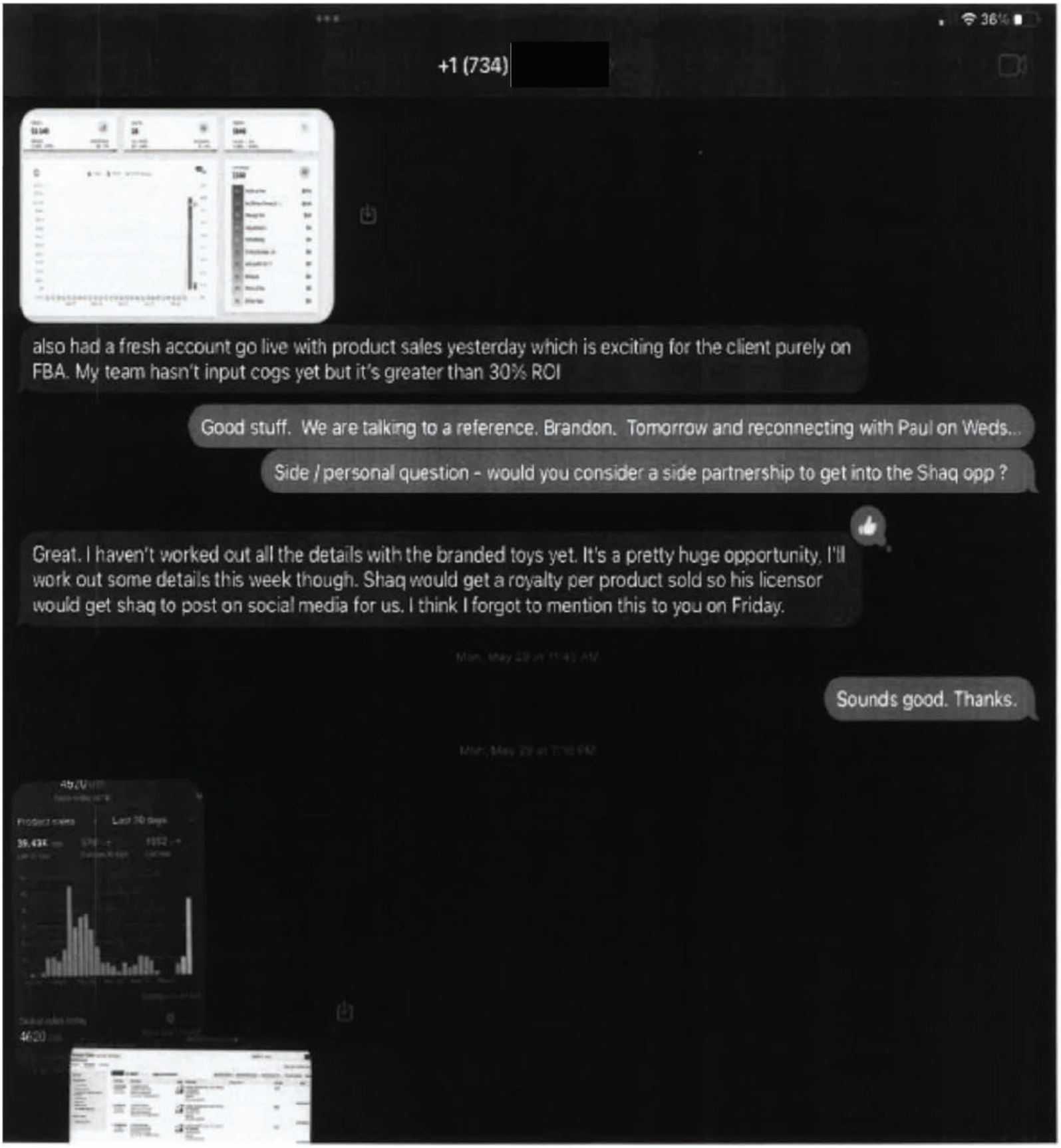
Thank you Jeremy!

No problem. Feel free to text me any questions if you forgot to ask me yesterday. Important to make an informed decision!

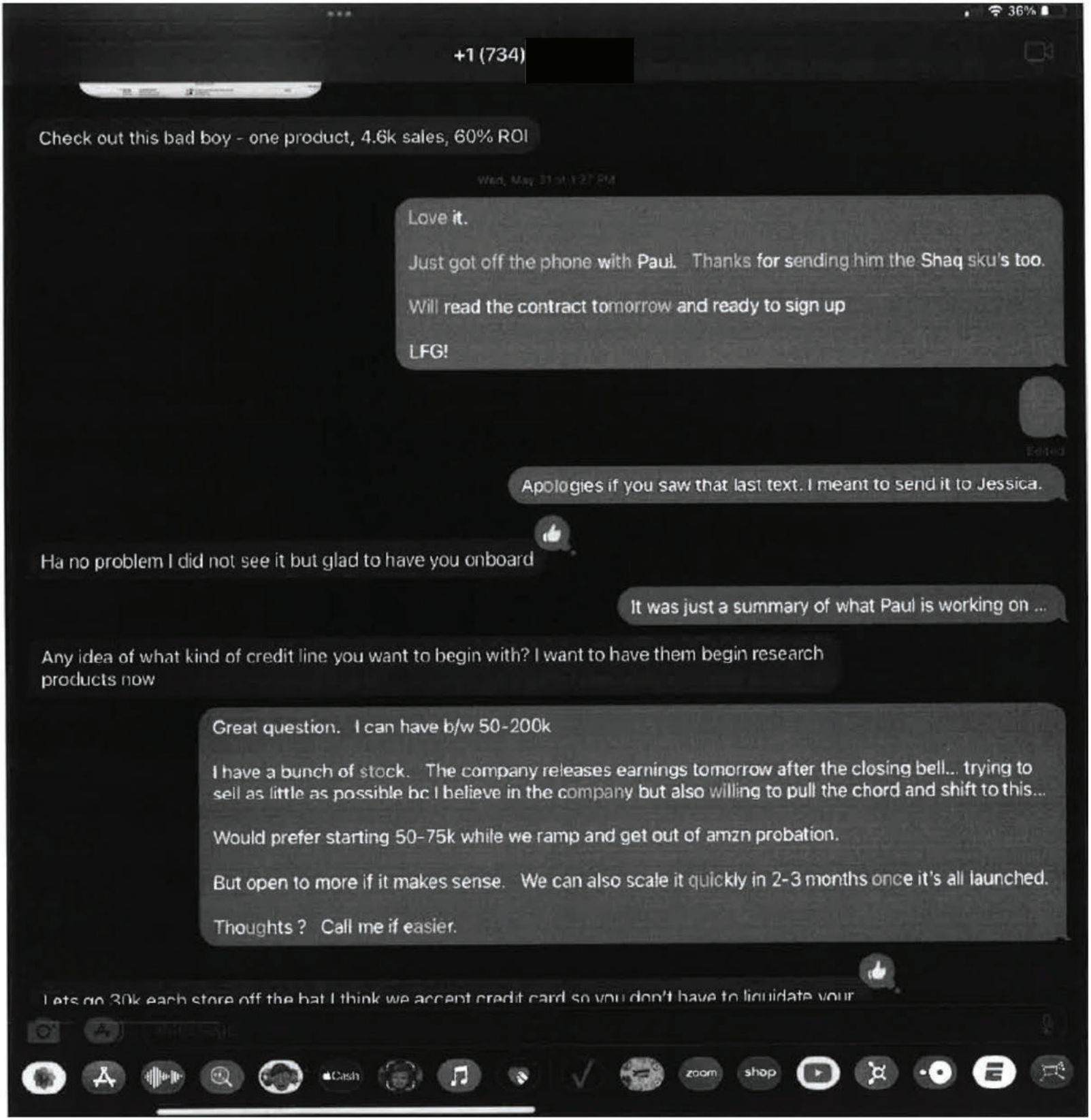
Mon, May 29 at 10:17 AM

pdf Milestone blanket analysis report.pdf
PDF Document · 1 MB

Also happy to send you more wholesale invoices if you wish so you can see which other products we are sourcing!


+1 (734) [redacted]
also had a fresh account go live with product sales yesterday which is exciting for the client purely on FBA. My team hasn't input cogs yet but it's greater than 30% ROI
Good stuff. We are talking to a reference. Brandon. Tomorrow and reconnecting with Paul on Weds...
Side / personal question - would you consider a side partnership to get into the Shaq opp ?
Great. I haven't worked out all the details with the branded toys yet. It's a pretty huge opportunity, I'll work out some details this week though. Shaq would get a royalty per product sold so his licensor would get shaq to post on social media for us. I think I forgot to mention this to you on Friday.
Sounds good. Thanks.


1:56
Photo
Done
amazon seller
4620 USD
Sales today so far
Product sales
Last 30 days
39.43K USD
Last 30 days
570
Previous 30 days
1552
Last year
Global sales today
4620 USD
View Dashboard
Add a Product
Quick Start Guide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Check out this bad boy - one product, 4.6k sales, 60% ROI
Love it.
Just got off the phone with Paul. Thanks for sending him the Shaq sku's too.
Will read the contract tomorrow and ready to sign up
LFG!
Apologies if you saw that last text. I meant to send it to Jessica.
Ha no problem I did not see it but glad to have you onboard
It was just a summary of what Paul is working on ...
Any idea of what kind of credit line you want to begin with? I want to have them begin research products now
Great question. I can have b/w 50-200k
I have a bunch of stock. The company releases earnings tomorrow after the closing bell... trying to sell as little as possible bc I believe in the company but also willing to pull the chord and shift to this...
Would prefer starting 50-75k while we ramp and get out of amzn probation.
But open to more if it makes sense. We can also scale it quickly in 2-3 months once it's all launched.
Thoughts ? Call me if easier.
Lets go 30k each store off the bat I think we accept credit card so you don't have to liquidate your

+1 (734) [redacted]

Lets go 30k each store off the bat I think we accept credit card so you don't have to liquidate your stock

So 60k ?

Yeah if you are buying 2 stores. We are limited by how much amazon allows us to send to them.

see how you go with how the first orders go and see how happy you are with the processes etc. and then you can decide where to put your money whether to sell stock etc.

Once your account is more seasoned we can add more inventory to the store.

Perfecto.

Lol, just don't be like the client whose store I showed you last

He was complaining to me about how 1% of his orders were refunded

Despite the fact he made 4k of profit in a day

Never. I understand the game

Haha I know you won't

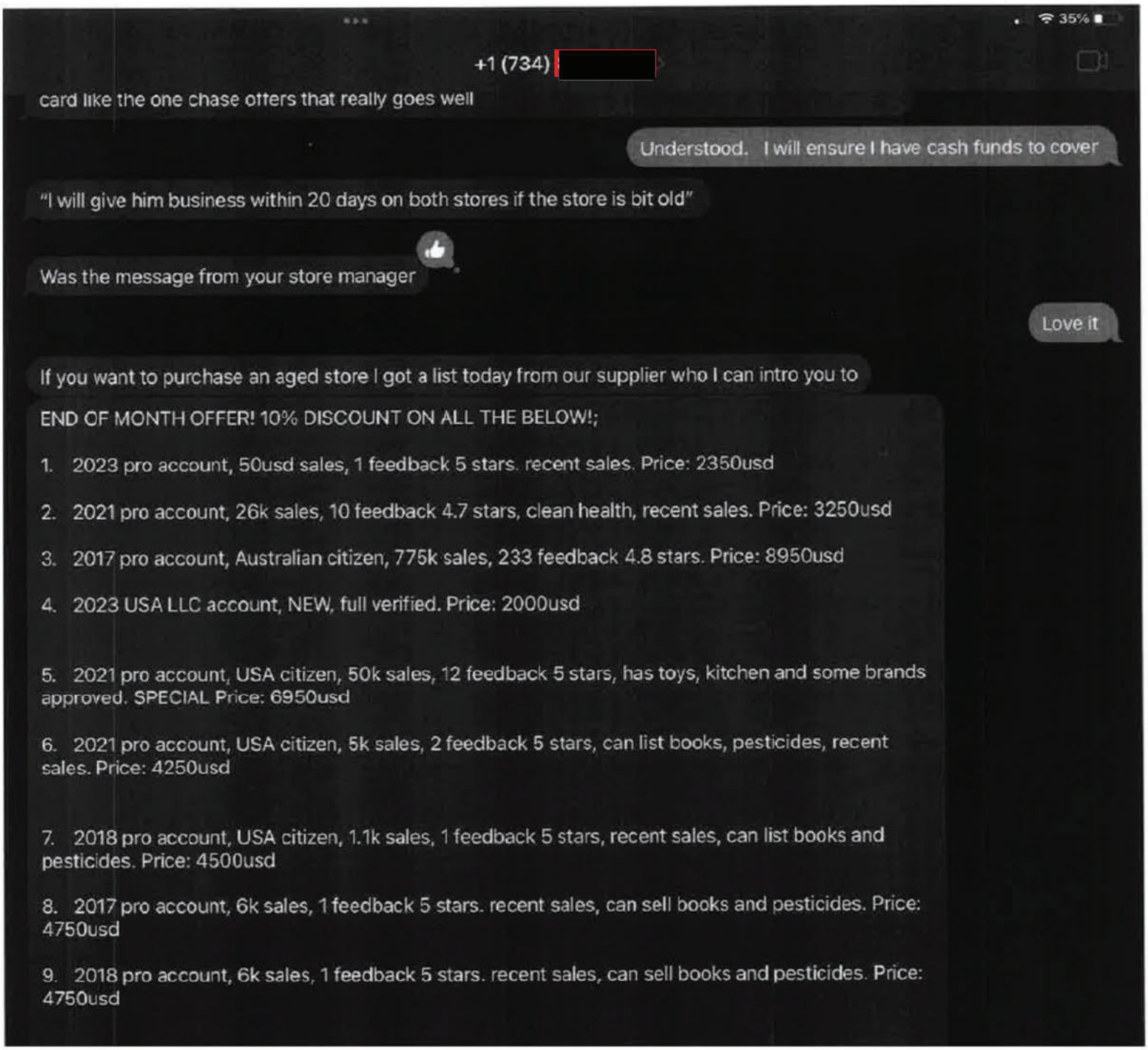
i have let the store manager know to start researching 60k products for you.

we are about to test the limits of my Amex platinum that doesn't have a preset limit. I also have another card with 40k and 50k limits. Both low/zero balances

I am really excited.

Excellent, just be careful with charge cards because you need to pay the balance in total at the end of month. Sometimes you may not get the money back so quickly

Amex's pay over time thing should work well though in this case, or if you have a 0% for 12 months card like the one chase offers that really goes well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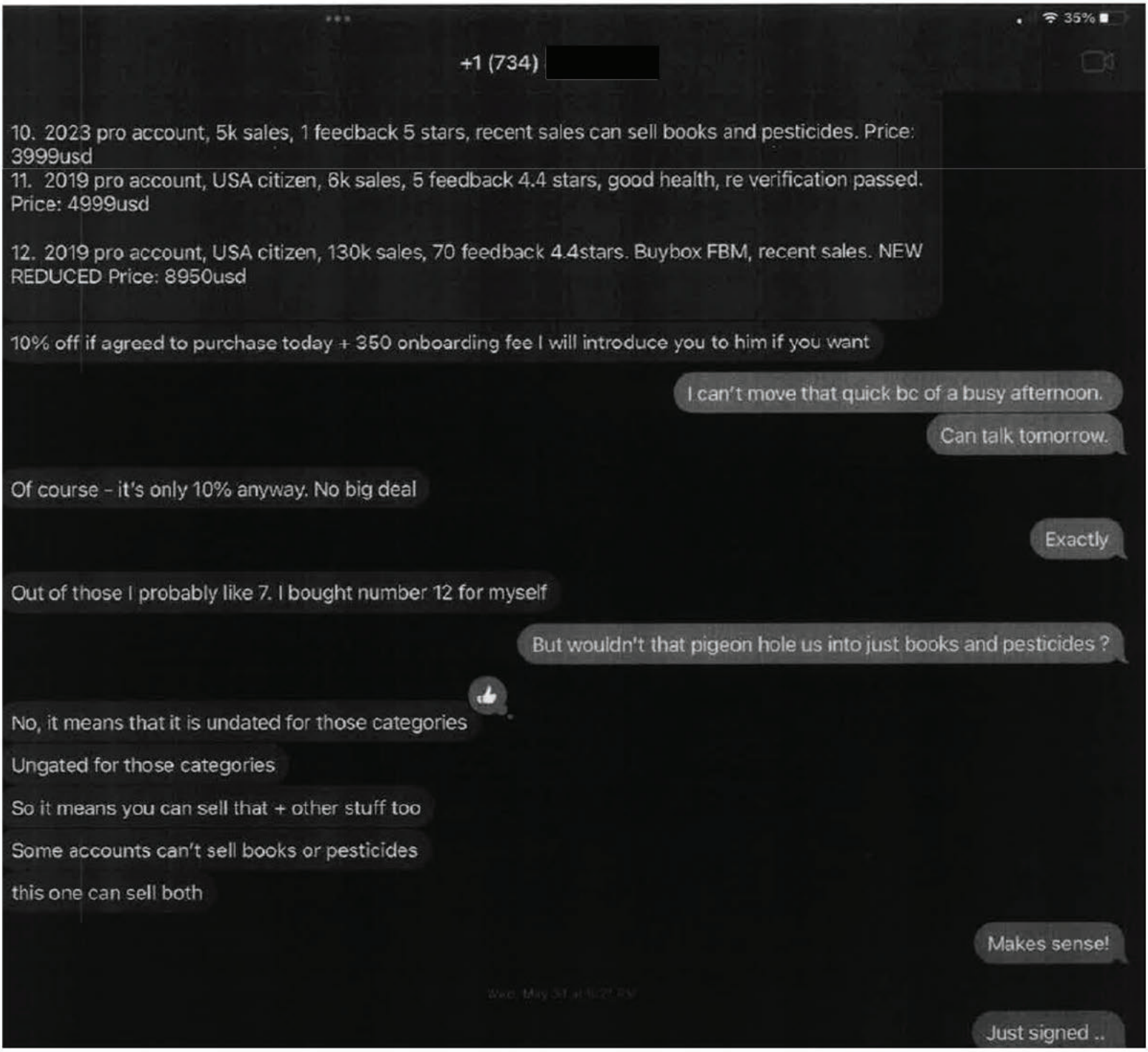
card like the one chase offers that really goes well
Understood. I will ensure I have cash funds to cover
"I will give him business within 20 days on both stores if the store is bit old"
Was the message from your store manager
Love it
If you want to purchase an aged store I got a list today from our supplier who I can intro you to
END OF MONTH OFFER! 10% DISCOUNT ON ALL THE BELOW!;
1. 2023 pro account, 50usd sales, 1 feedback 5 stars. recent sales. Price: 2350usd
2. 2021 pro account, 26k sales, 10 feedback 4.7 stars, clean health, recent sales. Price: 3250usd
3. 2017 pro account, Australian citizen, 775k sales, 233 feedback 4.8 stars. Price: 8950usd
4. 2023 USA LLC account, NEW, full verified. Price: 2000usd
5. 2021 pro account, USA citizen, 50k sales, 12 feedback 5 stars, has toys, kitchen and some brands approved. SPECIAL Price: 6950usd
6. 2021 pro account, USA citizen, 5k sales, 2 feedback 5 stars, can list books, pesticides, recent sales. Price: 4250usd
7. 2018 pro account, USA citizen, 1.1k sales, 1 feedback 5 stars, recent sales, can list books and pesticides. Price: 4500usd
8. 2017 pro account, 6k sales, 1 feedback 5 stars. recent sales, can sell books and pesticides. Price: 4750usd
9. 2018 pro account, 6k sales, 1 feedback 5 stars. recent sales, can sell books and pesticides. Price: 4750usd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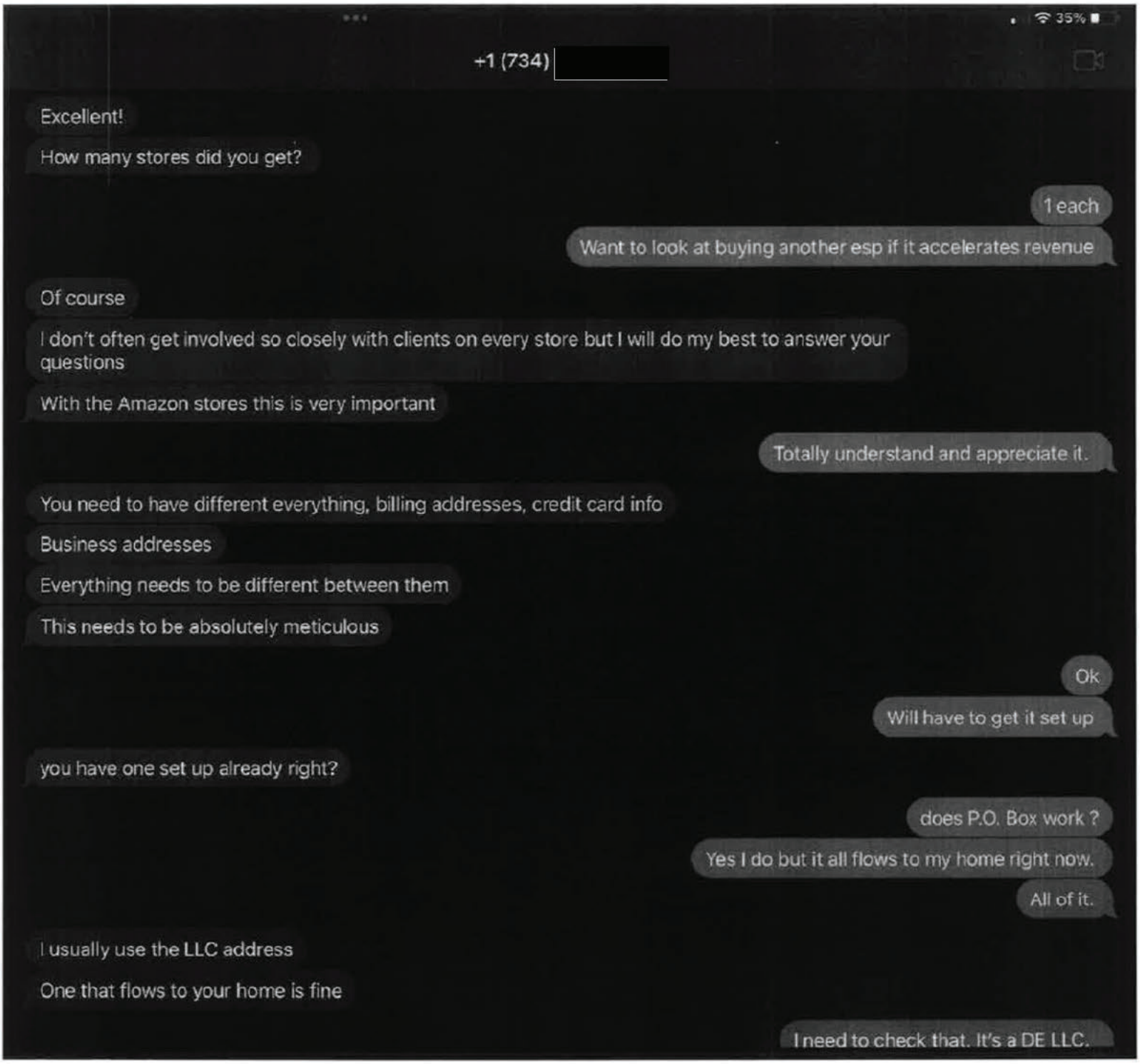
10. 2023 pro account, 5k sales, 1 feedback 5 stars, recent sales can sell books and pesticides. Price: 3999usd
11. 2019 pro account, USA citizen, 6k sales, 5 feedback 4.4 stars, good health, re verification passed. Price: 4999usd
12. 2019 pro account, USA citizen, 130k sales, 70 feedback 4.4stars. Buybox FBM, recent sales. NEW REDUCED Price: 8950usd
10% off if agreed to purchase today + 350 onboarding fee I will introduce you to him if you want
I can't move that quick bc of a busy afternoon.
Can talk tomorrow.
Of course - it's only 10% anyway. No big deal
Exactly
Out of those I probably like 7. I bought number 12 for myself
But wouldn't that pigeon hole us into just books and pesticides ?
No, it means that it is undated for those categories
Ungated for those categories
So it means you can sell that + other stuff too
Some accounts can't sell books or pesticides
this one can sell both
Makes sense!
Just signed ..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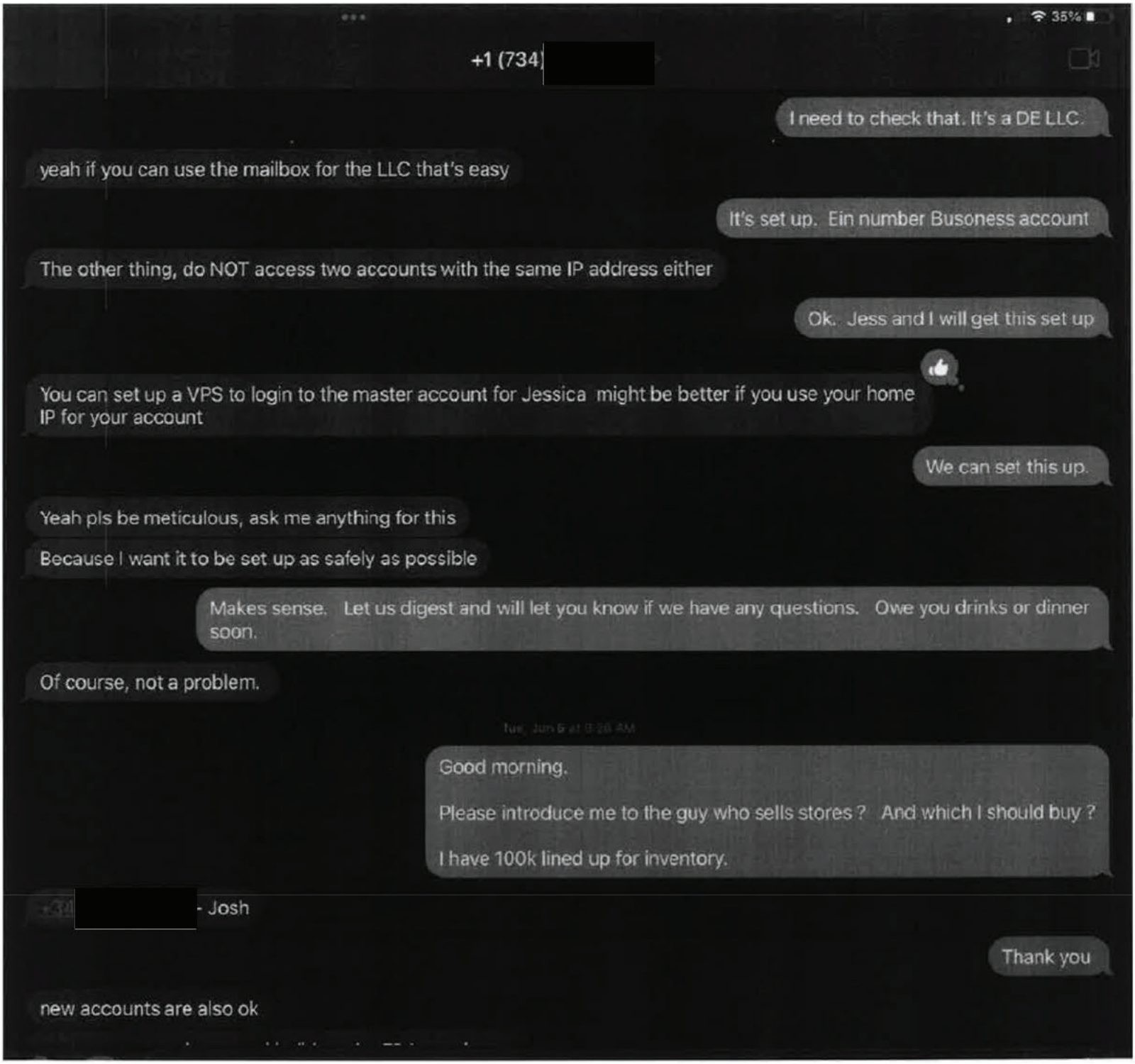
+1 (734) [redacted]
Excellent!
How many stores did you get?
1 each
Want to look at buying another esp if it accelerates revenue
Of course
I don't often get involved so closely with clients on every store but I will do my best to answer your questions
With the Amazon stores this is very important
Totally understand and appreciate it.
You need to have different everything, billing addresses, credit card info
Business addresses
Everything needs to be different between them
This needs to be absolutely meticulous
Ok
Will have to get it set up
you have one set up already right?
does P.O. Box work ?
Yes I do but it all flows to my home right now.
All of it.
I usually use the LLC address
One that flows to your home is fine
I need to check that. It's a DE LLC.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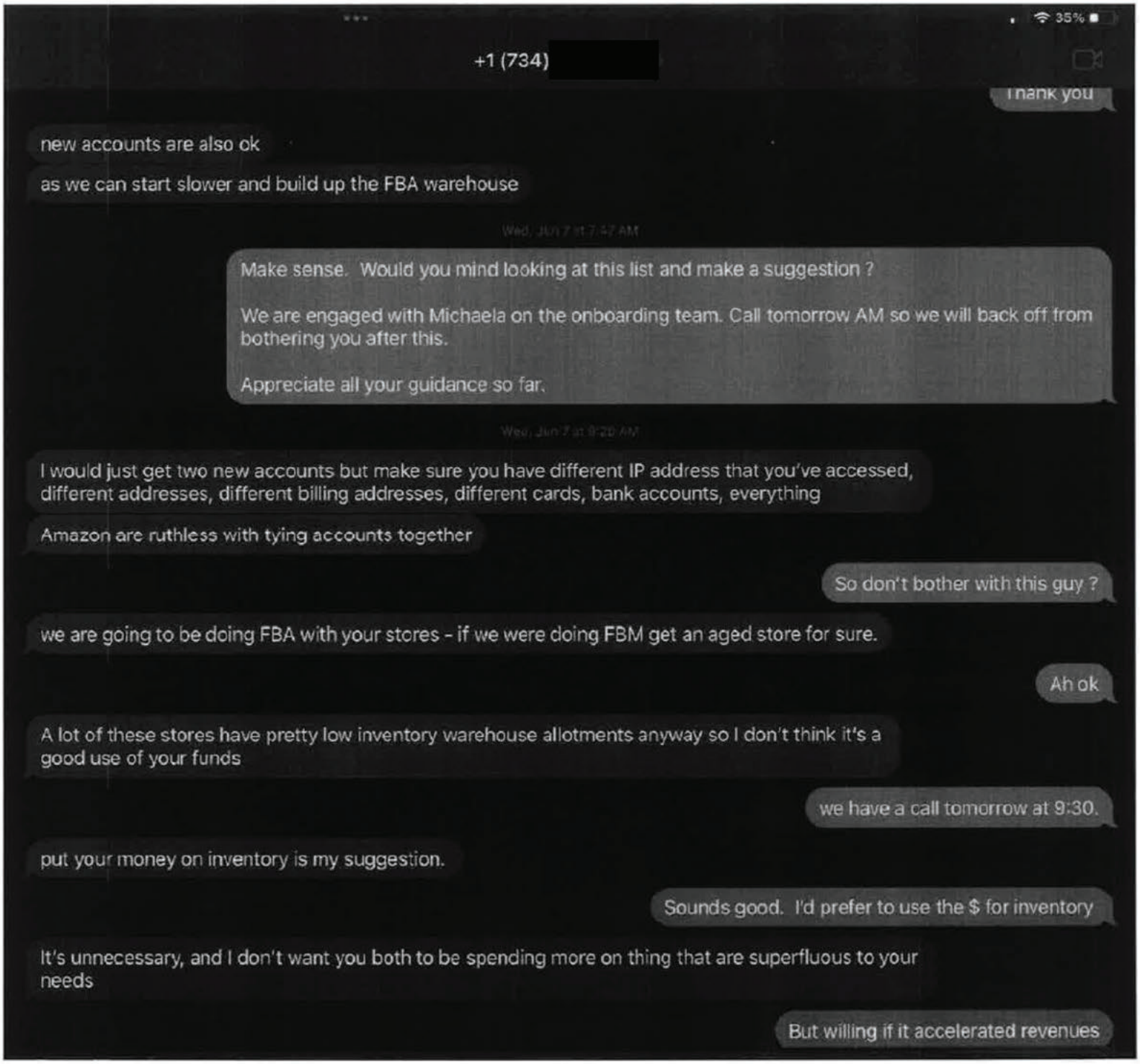
I need to check that. It's a DE LLC.
yeah if you can use the mailbox for the LLC that's easy
It's set up. Ein number Busoness account
The other thing, do NOT access two accounts with the same IP address either
Ok. Jess and I will get this set up
You can set up a VPS to login to the master account for Jessica might be better if you use your home IP for your account
We can set this up.
Yeah pls be meticulous, ask me anything for this
Because I want it to be set up as safely as possible
Makes sense. Let us digest and will let you know if we have any questions. Owe you drinks or dinner soon.
Of course, not a problem.
Good morning.
Please introduce me to the guy who sells stores ? And which I should buy ?
I have 100k lined up for inventory.
[redacted] - Josh
Thank you
new accounts are also ok

EX 14
1222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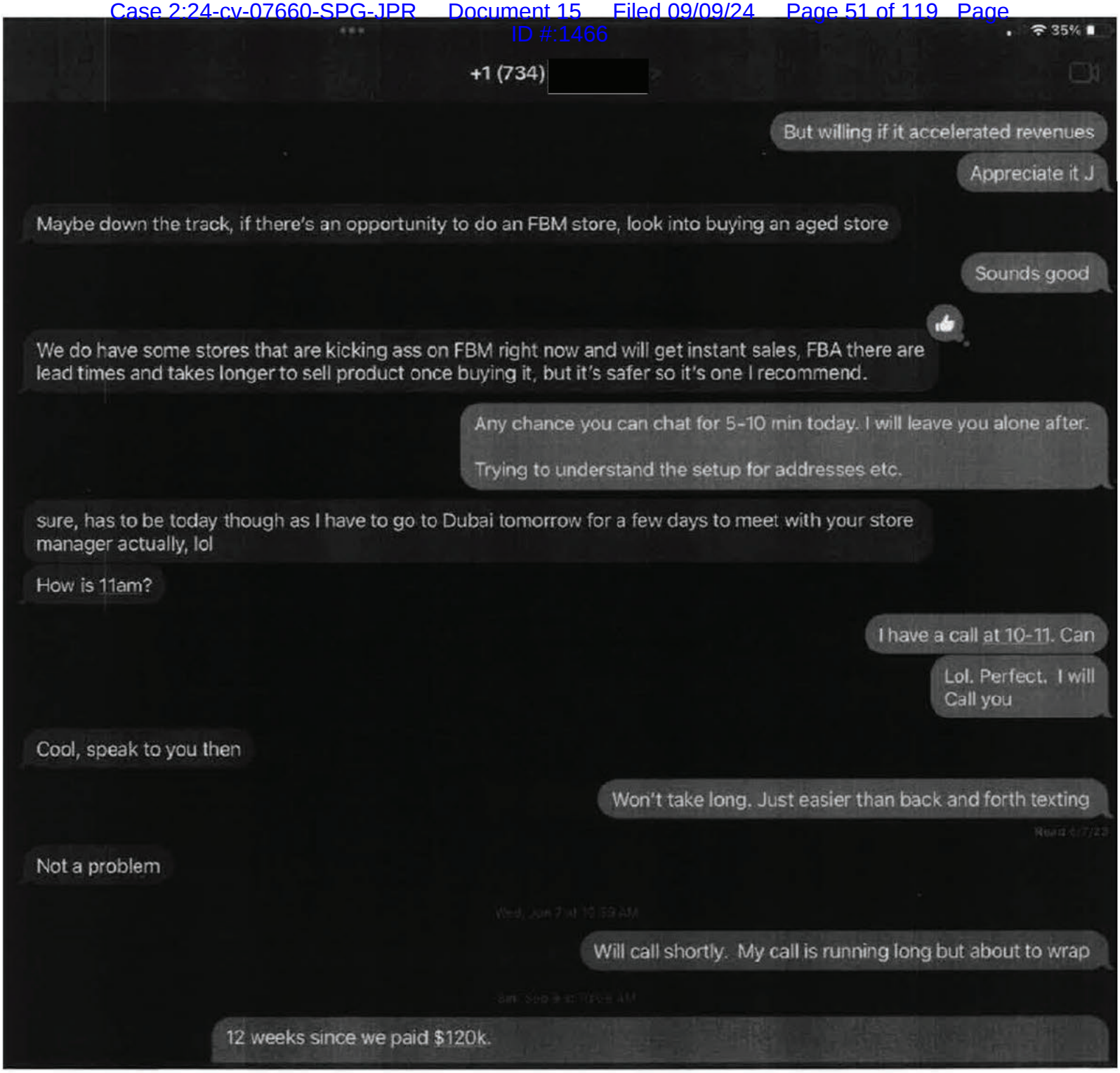
Thank you
new accounts are also ok
as we can start slower and build up the FBA warehouse
Make sense. Would you mind looking at this list and make a suggestion ?
We are engaged with Michaela on the onboarding team. Call tomorrow AM so we will back off from bothering you after this.
Appreciate all your guidance so far.
I would just get two new accounts but make sure you have different IP address that you've accessed, different addresses, different billing addresses, different cards, bank accounts, everything
Amazon are ruthless with tying accounts together
So don't bother with this guy ?
we are going to be doing FBA with your stores - if we were doing FBM get an aged store for sure.
Ah ok
A lot of these stores have pretty low inventory warehouse allotments anyway so I don't think it's a good use of your funds
we have a call tomorrow at 9:30.
put your money on inventory is my suggestion.
Sounds good. I'd prefer to use the $ for inventory
It's unnecessary, and I don't want you both to be spending more on thing that are superfluous to your needs
But willing if it accelerated revenues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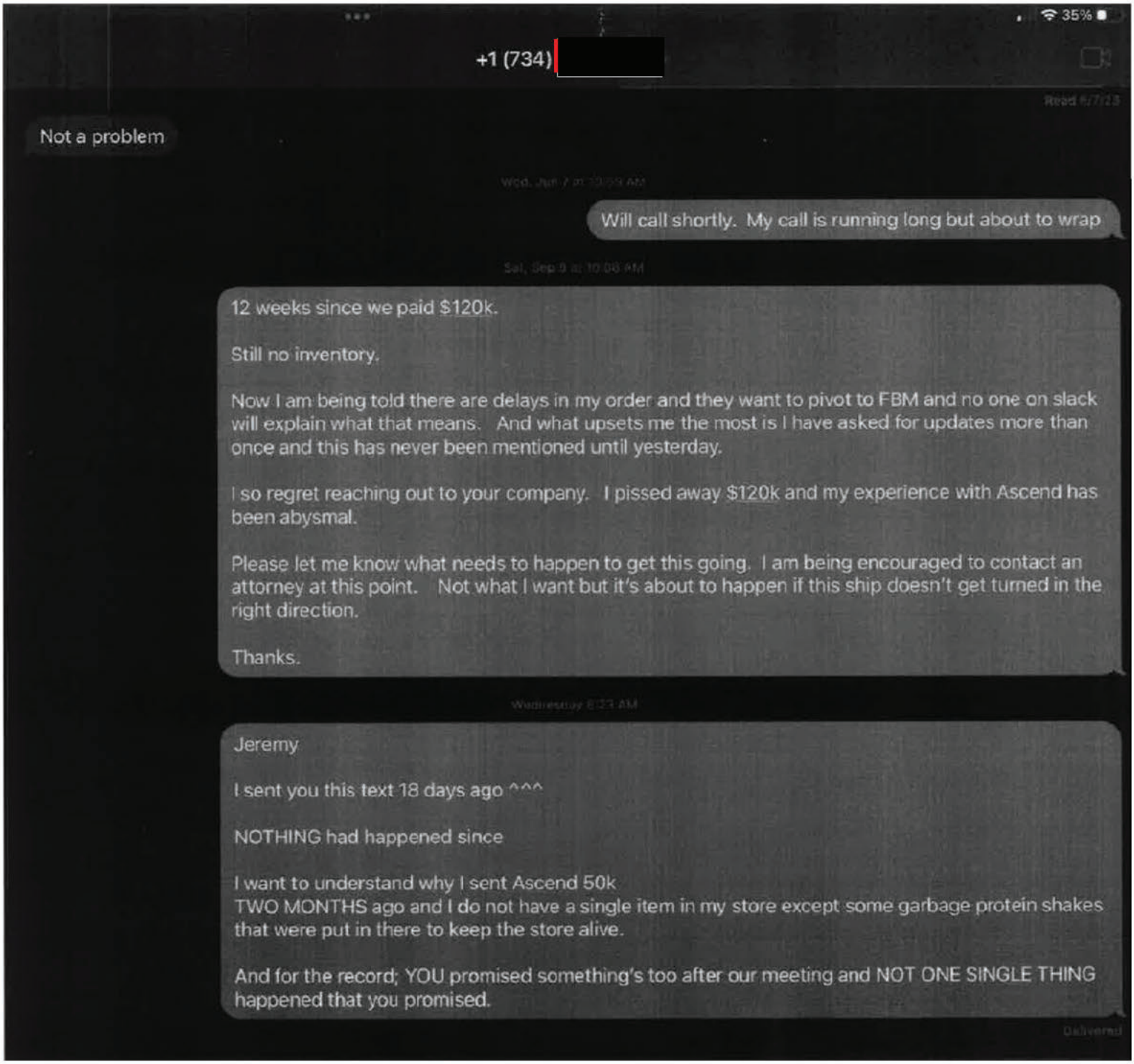
But willing if it accelerated revenues
Appreciate it J
Maybe down the track, if there's an opportunity to do an FBM store, look into buying an aged store
Sounds good
We do have some stores that are kicking ass on FBM right now and will get instant sales, FBA there are lead times and takes longer to sell product once buying it, but it's safer so it's one I recommend.
Any chance you can chat for 5-10 min today. I will leave you alone after.
Trying to understand the setup for addresses etc.
sure, has to be today though as I have to go to Dubai tomorrow for a few days to meet with your store manager actually, lol
How is 11am?
I have a call at 10-11. Can
Lol. Perfect. I will Call you
Cool, speak to you then
Won't take long. Just easier than back and forth texting
Not a problem
Will call shortly. My call is running long but about to wrap
12 weeks since we paid $120k.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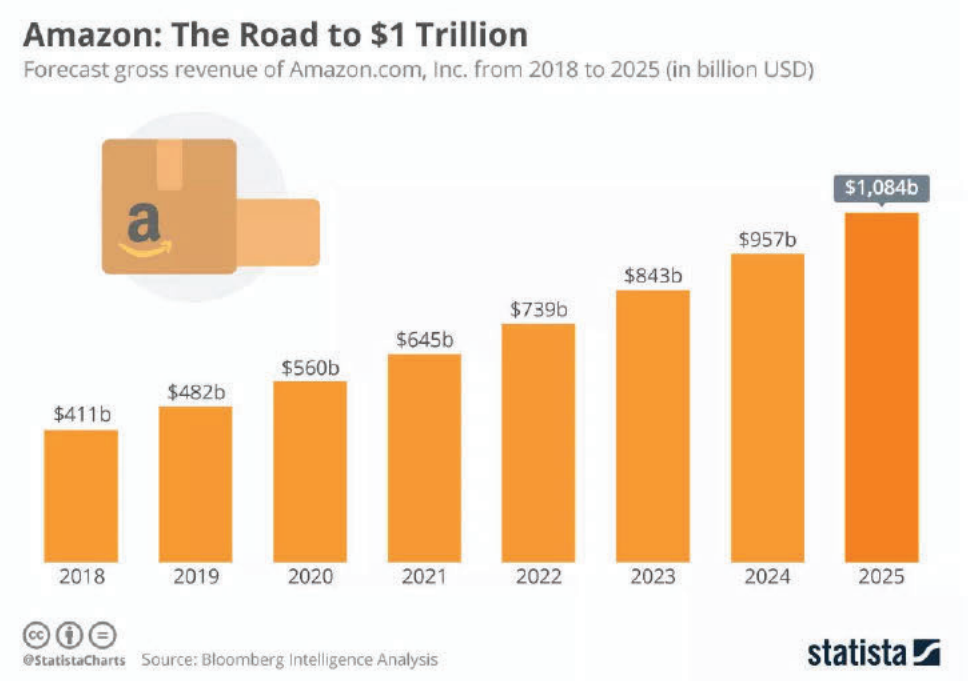
Not a problem
Will call shortly. My call is running long but about to wrap
12 weeks since we paid $120k.
Still no inventory.
Now I am being told there are delays in my order and they want to pivot to FBM and no one on slack will explain what that means. And what upsets me the most is I have asked for updates more than once and this has never been mentioned until yesterday.
I so regret reaching out to your company. I pissed away $120k and my experience with Ascend has been abysmal.
Please let me know what needs to happen to get this going. I am being encouraged to contact an attorney at this point. Not what I want but it's about to happen if this ship doesn't get turned in the right direction.
Thanks.
Jeremy
I sent you this text 18 days ago ^^^
NOTHING had happened since
I want to understand why I sent Ascend 50k
TWO MONTHS ago and I do not have a single item in my store except some garbage protein shakes that were put in there to keep the store alive.
And for the record; YOU promised something's too after our meeting and NOT ONE SINGLE THING happened that you promised.

Attachment C

ASCEND
CAPVENTURES

Amazon Seller Management Agreement



Prepared for:

Jason Dean

Created by:
Ascend Capventures INC

EX 14
1227

1. Services & Deliverables

The Manager agrees that it shall provide the Client with Management services including the skills, guidance, expertise, know-how, and deliverables for which it is commissioned.

As part of this Management agreement, the Manager agrees to the deliverables listed in Schedule A.

Services (from Manager)	Cost (to Client)
Amazon Store Build + FBA/FBM product sourcing	$ 70,000
Amazon Store Management + Growth	30% Of Monthly Net Profits
Reseller Certificate Fee (Optional)	$ 100.00-$150.00
Monthly Software fee (subject to change)	$ 89-$300

The packages/service add-ons are given in Annexures attached to this Agreement.

By signing this Amazon Seller Management Agreement, it is the agreement of both parties that the services and deliverables listed above represent an accurate scope of work as defined by the terms of this agreement.

AMAZON SELLER MANAGEMENT AGREEMENT

This Amazon Seller Management Agreement (this "Agreement"), dated and effective as of the last date identified on the signature page below to this Agreement ("Effective Date"), is entered into by and between Ascend CapVentures Inc., a Wyoming Incorporated company (hereafter referred to as "Manager"), and the individual or entity set forth on the signature page attached hereto (hereafter referred to as "Client"). Manager and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

BACKGROUND

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

WHEREAS, Amazon.com is a website that allows users to buy and sell products. Amazon.com uses an infrastructure that permits, buying, selling, storage, and shipping.

WHEREAS, Manager is engaged in providing "Amazon.com seller account management services". Manager desires to provide Client with Amazon.com seller account management services, and Client is willing and desires to retain Manager to provide Amazon.com seller account management services as outlined in this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties here to, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. MANAGER SERVICES

1.1 Services. The Manager agrees to provide, but is not limited to, the following services to fully prepare, manage, and operate a Amazon.com store on behalf of Client:

- Amazon.com Store Approval Support.
- Reseller Certificate Services Support.
- Product research, sourcing, selecting and listing of products for sale on amazon.com.
- Sourcing Wholesale suppliers on behalf of client.
- Handling customer service, returns, issuing refunds, bookkeeping, and handling all issues that arise concerning Client's Amazon.com seller account including customer claims,

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

chargebacks, and negative feedback.

- Provide oversight of the store and its financial performance and provide proper billing for account management services as described in Section 2.4.

- In the rare and unlikely event Client's amazon.com store becomes suspended, Manager will handle all duties to reinstate the store for active sales, but there are no guarantees of reinstatement. If amazon.com permanently suspends Client's store for any reason, Manager will build Client another e-commerce store (whether that be another amazon.com store, Walmart Store or other) at no additional cost. The Manager shall take into account the Client's preferences and authorization for building the new e-commerce store after suspension.

The Manager retains the right to provide and use an outside contractor at the Manager's discretion as long as the services are being provided as stated above (the "Services").

1.2 Independent Contractor Status. The Parties are not entering into a partnership or joint venture by virtue of this Agreement. In all matters covered by this Agreement, the Manager will act as an independent contractor. Accordingly, Manager will not be required to devote his full time to representing Client. Managers may perform the same or similar services for others, as well as engage in any other business activities.

1.3 Non-Exclusive Services. Manager's services hereunder shall not be exclusive to Client, and at all times Manager shall be free to perform the same or similar services for others, as well as to engage in any and all other business activities, provided that such other activities do not interfere with Manager's services to Client hereunder. The Client may use his own resources to build his e-commerce store in addition to the Manager's Services, however, it shall not prejudice the Services being delivered by the Manager in any manner whatsoever.

1.4 No Financial Responsibility and Ownership. In no event shall Manager be responsible for payment of any kind or any other obligation under Client's credit cards or working capital, all of which payment obligations shall be solely that of Client. Manager also does not provide financial or tax advice to Client. The Manager shall only deliver managerial services as stated in this Agreement, and in no case be deemed to be the owner of the e-commerce store or part of it for any purposes whatsoever.

1.5 Best Efforts. Manager will service Client in a professional manner and to the best of his abilities according to the industry standard, which shall be without any intentional misrepresentation or/and willful misconduct. The Manager shall not use any resource provided by the Client in a wrongful manner which is not intended by the Client. The Client agrees that the Manager cannot and does not guarantee the outcome of the Services or

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

generation of a certain amount of income at any time during or after the term of this Agreement.

2. CLIENT REQUIREMENTS

2.1 Account Setup Requirements. Prior to Manager's performance of the Services outlined above, Client shall assist Manager with establishing a Amazon.com seller account (the "Account") to be owned by Client and prepare and execute the necessary documentation and fulfill all other requirements necessary in order to establish Manager and its representatives as an "authorized user" on the Account, with full access and permissions to the Account.

2.2 Access to Working Capital. Client will use best efforts to obtain and maintain, for the duration of this Agreement, credit cards issued through the United States federally insured banking institution or other working capital with a minimum credit line of at least $30,000 USD to be used to purchase goods for resale on Client's amazon.com store. Client shall notify Manager if Client uses this credit/working capital for any reason outside the scope of this agreement. This minimum credit must be maintained and fully accessible to the Manager throughout the duration of the term in order for the buyback guarantee to remain valid. Client must provide the Manager with credit/debit card and billing information for the Manager to fulfill orders and monthly supplier/third party software and Amazon.com professional seller fees. Client shall pay off the credit cards/working capital fully to the extent possible from Amazon.com store revenues within 7 business days after Amazon.com remits payments to Client, typically every two weeks.

2.3 Initial Service Fee. Client will pay Manager an initial service fee of $70,000 USD, of which $70,000 is due upon signing of this agreement to initiate Manager's services to build Client's Amazon.com store and obtain Amazon.com store approval, in conjunction with Section 2.1 above. This initial service fee is fully refundable if the client is unsuccessful obtaining approval to become an Amazon.com Seller. Manager is not obligated to initiate any work until this upfront service fee is paid by Client.

2.4 Ongoing Compensation. Manager provides ongoing services to maintain and operate Client's Amazon.com store in exchange for a commission share of Net Profits, as defined below. Commission is payable on all net compensation/profits when it is received by Client or by any third Party on Client's behalf minus returns & supplier software cost. Manager will provide the Client with a written statement of account showing the net compensation/profits received by Manager on Client's behalf and the expenses (if any) incurred by Manager under this Agreement. Client's payment to Manager is due upon receipt.

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

2.5 Optional Payment for Additional Profit Share. After Client's Amazon.com store has been operational for at least 3 months, Client has the option to pay Manager an additional amount to reduce Manager's ongoing compensation commission share by at least 5%. Client may additionally offer to pay Manager an additional amount for another 5% commission share, which Manager has sole discretion whether to accept. However, this amount shall depend on the market price at a given time which the Manager has the discretion to decide by applying the standard market rates. To enact this optional payment to reduce Manager's commission share, Client must submit this notice in writing and submit payment to Manager no less than 30 days prior to enactment, but in all cases the change in Manager's commission share will be enacted at the beginning of the following month after 30 days from Client's written request. The profit percentage in this option may change on the discretion of the Manager depending upon the price of the package purchased by the Client.

2.6 Store Access and Functionality. Client must provide Manager with full access to its Amazon.com account via Amazon.com's User Permissions' to grant Manager "admin access" to the Amazon.com account. Unless Manager provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon account or Store in Vacation Mode, such terms being denied or referenced on the amazon website or in other written materials made available to Client, and (ii) Client shall not allow its Store to remain shut down for more than thirty (30) days during the term of this Agreement.

2.7 Engagement. Client agrees to not engage any other person or entity to act for Client in the same capacity in which Client has engaged Manager for Amazon.com account management services or otherwise. Client shall reasonably inform Manager of inquiries concerning Manager's services so that Manager may advise Client whether the same are compatible with and in the interests of Client's.

2.8 Entity Formation. Client is responsible for any business formation/management concerning its own affairs, including but not limited to: entity formation, obtaining an employer identification number, and obtaining a resale certificate.

3. TERM, TERMINATION, AND REFUND OPTION

3.1 Term and Termination. The initial term of this Agreement will be for 36 months to begin once Client's Amazon.com store has been approved and launched with products actively listed for sale. The term shall pause if for any reason the Client's Amazon.com store becomes suspended or no longer active, or if client is not providing at least $30,000 in working capital monthly for inventory after the 6 month mark since launch, the term will

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

then continue to run once Client once again has an active ecommerce store operating with products actively listed for sale and sufficient working capital of $30,000. The term will automatically renew for an additional 12 months, unless the Client or Manager provides written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 36-month term, if the Client has not made back their initial service fee of $70,000 in their allocated share of Net Profits, Client has the option to request the Manager to buy the Client's amazon.com account store within a 45-day period following the 36th month. To exercise this buyback option, Client must notify Manager of that election in writing. Manager will refund the remaining portion of the initial service fee that was not recovered by Client from any Net Profit earned from Client's Amazon.com store business, provided that (1) Client has not engaged in any act that interferes or interfered with the operation of the Client's Amazon.com store or of the Manager's services or which would be in material breach of this Agreement, including, without limitation, a suspension of Client's Amazon.com store for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises this refund option. The Parties further agree that under no circumstances shall this refund amount exceed the initial service fee. The Client agrees that this Buyback option begins starting on the first sale of the product on the Amazon.com store and it shall only cover the store price and not the price of any add-on services purchased separately by the Client. In case any inventory remains unsold before the end of this Agreement, it is up to the discretion of the Manager to either buy back the inventory with the business or not. The Client agrees not to dispute or initiate a chargeback in relation to any inventory purchases made by the Manager on behalf of the Client under this Agreement. The Client acknowledges and agrees that any dispute or chargeback initiated in relation to such inventory purchases will constitute a material breach of this Agreement. In the event of such a breach, the Manager shall have the right to immediately terminate this Agreement, without prejudice to any other rights or remedies that the Manager may have under this Agreement or under applicable law. The Client shall also be liable for any costs, expenses, damages, or losses incurred by the Manager as a result of such breach, including but not limited to any fees or penalties imposed by financial institutions or payment processors in connection with the disputed transaction or chargeback.

Manager guarantees that any inventory purchased via wholesale FBA for Client's business shall be sold and generate an amount of sales that is equal to or greater than the amount spent on the inventory within 90 days of the inventory being listed, and active for sale in Amazon Seller Central FBA. This will require a minimum purchase of 15,000 per batch of inventory. If the inventory does not generate the amount spent on the inventory within the stated 90-day period, Client can request buyback. Manager shall refund the difference to Client and return the remaining inventory to Manager at no additional cost to Client.

3.3 Contingency Clause. In the event that the Client refuses to maintain sufficient inventory in their store, revokes the Manager's access to the store, or prevents the Manager from purchasing goods to sell on the store to generate profit, the Manager shall not be held responsible for any failure to achieve the net profit target for the buyback guarantee. The Manager's obligations under the buyback guarantee shall be suspended until the Client rectifies the aforementioned actions and allows the Manager to perform its duties under this Agreement. If the Client's store becomes deactivated for any reason, the timeframe for

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

the buyback guarantee shall be paused. The Manager's obligations under the buyback guarantee shall resume once the store is reactivated and the Manager is able to perform its duties under this Agreement.

3.4 Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to an event of Force Majeure. For the purposes of this Agreement, "Force Majeure" means an event beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, civil unrest, labor strikes or lockouts, epidemics or pandemics, government actions or orders, natural disasters, or any other events that render the performance of a Party's obligations under this Agreement impossible, illegal, or commercially impracticable. Upon the occurrence of a Force Majeure event, the affected Party shall promptly notify the other Party in writing, describing the nature, extent, and expected duration of the event. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and to resume the performance of its obligations as soon as practicable. If the Force Majeure event continues for a period of 180 consecutive days, either Party may terminate this Agreement upon written notice to the other Party, without incurring any liability for such termination.

3.5 Client's Sale of Store. If Client decides to sell the store to a buyer at any time during or after the term of agreement, Manager will provide a " transitional period" of 45 days where Manager will provide business plan and educational /transfer services of Amazon operation to said buyer as well as assistance in sourcing a buyer. Manager will be owed 10% commission of the sale of the store.

4. NET PROFIT STATEMENT

4.1 Statement of Invoice. Clients will receive an invoice within the first ten business days of the month (subject to change) detailing Client's Net Profits and Manager's commission share to be paid by Client. Payment to Manager from Client will be due no later than 7 business days from receipt of invoice. If the client fails to pay within 7 business days a late fee of 5% (five percent) will be incurred on the due payment. If the Client fails to pay the due invoice within 30 days from the date of issue, it shall be considered a material breach and it will lead to pausing of the Store operations by the Manager without any notice to the Client. In case the invoice is due after 30 days from its date of issue, the Client shall lose the Buyback option without further notice.

4.2 Net Profit. Net Profit is defined as total sales, less cost of goods sold, less Amazon.com professional seller fees, less supplier/third-party software costs, multiplied by the commission percentage as per Section A of this Agreement. This shall not include the return cost or cost of unsellable goods. In case of unsellable goods, there shall be a 60 day warning for products in store and the Manager will decide if he will liquidate the remaining

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

inventory or purchase from the client. If liquidating, the Manager will need an additional 3 months timeline after the end of the 36 month term of this Agreement. The Client acknowledges and agrees that the calculation of Net Profit does not include the products held in inventory by the Manager. The billing for Net Profits shall be strictly according to the terms of this clause.

4.3 Seller Fees and Software Costs. The Amazon.com professional seller fees and supplier/third party software costs are taken into account within the Net Profit calculation before Manager's commission rate as stated in Section A is applied. Amazon.com professional seller fees are outlined on Amazon.com's seller website and are not subject to Manager's control. The supplier/third-party software costs vary, but will not exceed $300 per month and are not guaranteed to remain constant throughout the term. Additional software charges will be sent for client approval.

5. DEFAULT

5.1 Manager Default. Manager will not be liable or deemed in default under this agreement for any failure to perform or delay in performing any of its obligations due to, or arising out of any act not within its control, including, without limitation, unexpected Amazon Seller Central termination or suspension of clients store on Amazon.com. No refunds will be given, however the Client will be provided alternative options such as a new ecommerce store with no upfront commission cost.

5.2 Client Default. Client shall be considered in default and material breach of this contract if it engages or permits any conduct that results in Manager being unable to access Client's Amazon.com account for a period of three (3) days, or does not pay Manager the ongoing commission share earned within thirty (30) days of invoice. Any such breach would result in either extension or cancellation of the Buyback option which shall be up to the discretion of the Manager. If the Amazon.com store is paused for any reasons, it shall not count towards the Buyback period. This period will activate again once store is live.

6. MISCELLANEOUS

6.1 Authority to Act. Client authorizes Manager to act for Client by doing the following: product research; listing products for sale; fulfilling orders when products are sold; handling customer service; handling returns; issuing refunds; bookkeeping; and handling all issues that arise concerning Client's Amazon.com account including A to Z claims, chargebacks, and negative feedback.

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

6.2 Rescission and Refund. Client is entitled to a three (3) calendar day rescission period and entitled to cancel the contract. After the three (3) calendar day rescission period has passed the Client will not be entitled to a refund.

6.3 Assignment. Neither Client nor Manager has the right to assign this Agreement or any rights or obligations under the Agreement without the express written consent of the other, except that Manager may assign this Agreement to any firm, corporation or other entity of which Manager is an officer, partner, employee, or consultant. In case of such assignment, the Manager shall give due consideration to the Client's interest and provide notice to the Client.

6.4 No Encumbrances. Each Party warrants that it is free to enter into and to perform under this Agreement and to grant the rights, options, powers and privileges herein granted, and to perform every service described in this Agreement, and neither Party is a party to any presently existing contract, nor has or will have any obligation, that would interfere with full performance of the terms of this Agreement.

6.5 Indemnification. In the event that either Party hereto does not fully perform or cause to be performed any agreement or obligation undertaken by such Party hereunder (the "Indemnitor"), the Indemnitor agrees to indemnify, defend and hold the other Party hereto (the "Indemnitee") harmless from any and all claims, demands, actions, judgments and awards against the Indemnitee by third Parties in connection with such non-performance. In connection with the foregoing indemnity, the Indemnitee agrees to give the Indemnitor prompt written notice of any claim against the Indemnitee. Further, the Indemnitor shall not be liable for such indemnity unless such claim has been adjudicated in a court of competent jurisdiction and reduced to a final adverse judgment, arbitrated pursuant to any agreement requiring arbitration and resulting in a final binding award, or settled with the Indemnitor's prior written consent, which consent shall not be unreasonably withheld.

6.6 Additional Services. All services outside the scope of this Agreement that are requested by Client and which Manager agrees to perform will be billed at a separate negotiated rate. Client will be notified and must approve in writing additional services before they will be performed, although Manager may not necessarily be able to inform Client in advance of the total cost of such additional services. These additional services include but are not limited to; high frequency reselling private label , additional wholesale brands.

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

6.7 Limitation of Liability. Manager shall not be liable for any incidental, consequential, indirect or special damages, or for the loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of Manager's services. Client agrees that, in the event that Manager is determined to be liable for any such loss, Client's sole remedy against Manager is limited to a refund of payments made by Client for services, less expenses paid to subcontractors or to third parties. Manager is not responsible for errors which result from faulty or incomplete information supplied to Manager by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Manager shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of service, and viruses.

6.8 Policy Change. The terms and conditions may be amended or modified by the Manager according to the business needs, however, any change or amendment to this Agreement shall be in writing and signed by both Parties.

6.9 Mutual Non Disparagement. The Client agrees to refrain from any disparagement, defamation, libel, or slander of any of the Service, deliverable, Manager or any of their affiliates and agrees to refrain from any tortious interference with the contracts and relationships of any of the Services provided by the Manager. Any negative reviews about the Services, deliverables or the Manager which are not true shall be considered a violation of this Agreement. The Manager also agrees to refrain from any disparaging statements about the Client.

6.10 Disputes and Governing Law. The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of fees paid to Manager, shall be handled in accordance with applicable State and Federal Laws. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of Sheridan County in the State of Wyoming applicable to contracts made and to be performed wholly within such state.

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

6.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

6.13 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

6.14 Independent Counsel. The Parties acknowledge that they had the right and adequate time to have independent legal counsel of their own choosing review and advise on this Agreement prior to execution.

6.15 Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts shall constitute one agreement binding on the Parties notwithstanding that both of the Parties are not signatories to the original or same counterpart. Signatures provided by facsimile or electronic transmission shall have the same force and effect as original signatures and shall be binding upon the Parties. The Agreement shall be considered executed and binding once one of the Parties possesses an Agreement that expresses signatures by all Parties.

7. Incorporation of Terms of Service Clause

7.1 Agreement to Terms of Service. In addition to this Service Agreement, the Client agrees to abide by the Company's Terms of Service (ToS), as available on the Company's website at https://www.ascendcapventures.com/. The Client acknowledges and agrees that the ToS constitute an integral part of this Service Agreement.

7.2 Acceptance. By signing this Service Agreement, the Client confirms that they have read, understood, and agreed to the ToS. The Client acknowledges that the ToS may be modified from time to time by the Company, and agrees to be bound by such modifications. The Client agrees to regularly review the ToS on the Company's website to be aware of any such changes.

7.3 Conflict. In the event of any conflict or inconsistency between the provisions of this Service Agreement and the ToS, the terms of this Service Agreement shall prevail to the

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

extent of such conflict or inconsistency.

By signing below, the undersigned acknowledge reading, understanding, and agreeing to the terms of this Agreement thereby causing it to be executed once signed by all Parties.

IN WITNESS WHEREOF, by the execution of both parties below, this consulting agreement is declared valid and will form a part of the Contract in conjunction with any other relevant documents and agreements presented on behalf of either party.

CLIENT

X: Jason Dean

By: Jason Dean

Date: 2023-05-31

ASCEND CAPVENTURES INC

X:

By: ASCEND CAPVENTURES INC

Date: 2023-06-01

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

Schedule A

OPTIMIZED ASSET PACKAGE

- **70/30 profit split**
- **Wholesale FBA**
- **FBM/HFR Accelerator (High frequency reselling)**
- **Access to 1-2-day shipping for FBM**
- **Strategy Calls on request**
- **Done for you Ungating**
- **1 Private Label Product**
- **Walmart or additional Amazon store (50/50)**
- **VIP Communication Channel**
- **Renewal fee at 36 months ($999)**

Total Price - $70,000

Document Ref: J8N8N-XXFWB-HWCPE-XY4EW

Signature Certificate

Reference number: J8N8N-XXFWB-HWCPE-XY4EW

Signer	Timestamp	Signature
Jason Dean [redacted]@gmail.com		
Sent:	31 May 2023 22:03:37 UTC	
Viewed:	31 May 2023 22:23:39 UTC	
Signed:	01 Jun 2023 00:20:15 UTC	
Recipient Verification:		IP address: [redacted]
✔Email verified	31 May 2023 22:23:39 UTC	Location: Marina del Rey, United States
Will Basta		
Email: contracts@ascendcapventures.com		
Sent:	31 May 2023 22:03:37 UTC	
Viewed:	31 May 2023 22:03:42 UTC	
Signed:	01 Jun 2023 18:29:19 UTC	
		IP address: [redacted]

Document completed by all parties on:
01 Jun 2023 18:29:19 UTC

Page 1 of 1

Signed with PandaDoc

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

Attachment D

Gmail

Jess and Jason <[redacted]@gmail.com>

Re: Ascend Ecom: AMZ Welcome Email

2 messages

Jason Dean <[redacted]@gmail.com> Thu, Jun 1 at 11:53 AM
To: Jess and Jason <[redacted]@gmail.com>

FYI

We need to update the primary email so they come here instead.

Xo

On Thu, Jun 1, 2023 at 11:49 AM Ascend Support <support@ascendecom.com> wrote:

Hello Jason,

Welcome to Ascend! A lot of exciting passive business opportunities ahead and we are eager to get this Amazon Automation venture started with you!

Please watch our welcome video so you will be aware of the phases that will happen to your store:
https://youtu.be/SQFYYs0kLsE

You can send the payment of your onboarding fee via wire transfer for a much faster transaction. Sending via wire will accelerate the onboarding process and enable our team to begin product research sooner. Here's the details for wire transfer:

- **Bank Name:** Chase
- **Account Name:** Ascend CapVentures
- **Account Number:** [redacted]8792
- **Routing Number:**
  - If **ACH**: [redacted]
  - If **Wire**: [redacted]
- **Address:** 1309 Coffeen Avenue, Sheridan, WY 82801

Alternatively, you can also make a payment via Bill.com. We will send invoice(s) for your onboarding fee and profit share via Bill.com. Please be advised that all payments via bill.com are done through ACH and the payment will be received on our end within a week.

After you made your payment, kindly send the photo or screenshot of your payment confirmation or receipt to **support@ascendcapventures.com** so we can confirm it with our billing team and continue the onboarding process.

Note: Once the payment has been made, we'll be able to work on your business sooner.

To get started, please see the attached files and complete the necessary requirements/steps:

- Requirements to Get Started on Amazon
- Amazon Seller Central Account Registration

We strongly suggest that you inform us immediately if you already have an existing Amazon Seller Central Account/s so that we can avoid future conflicts, such as but not limited to Amazon Store deactivation, if you're going to create a secondary/multiple accounts. You can also request for approval from Amazon for

having multiple accounts/stores.

To open a new account, here are the options:

1. Buy an aged store, cost is between 3k-10k depending on how old it is.
2. Get a friend or family member to open the store and go through the identity verification process, ensure that nothing matches the original store, then ask the friend and family member to change the name of the Amazon store into his/her name.
3. Provide us access to the existing amazon account and we can work on it

Here are the requirements in setting up multiple Amazon Seller Central accounts:

* Unique Bank Account
* Unique LLC
* Unique Email address
* Unique Credit Card (can be under a different name i.e. relative)
* Business phone number (Nextiva www.nextiva.com, RingCentral www.ringcentral.com, Grasshopper grasshopper.com, Google Voice voice.google.com)
* Both accounts should have different display names

Also, here are the known ways how Amazon detects that a seller may have a second account are as follows:

* Device ID
* IP Address
* Credit Card
* Bank Account
* Company name (and/or DBA)
* Billing and/or Shipping Address
* Phone number

Note: Store A should be selling a different product category from Store B.

Please download Slack application as well, which would serve as our main comms portal. Once done with the download and installation on your device/s, let us know so that we can send you an invite to the email address you registered it with.

Our operating hours is from 9:00 AM – 5:00 PM (EST) - Weekdays, our staff won't be able to immediately respond via email and Slack outside said hours.

Best Regards,

Carla
Client Relations Associate, **Ascend Ecom**

ASCEND

www.ascendecom.com support@ascendecom.com
2219 Main St. Santa Monica, CA

Attachment E

CHASE

Card Services
PO Box 15299
Wilmington, DE 19850-5299

Questions?

Chase.com
1-800-849-3574
FAX 1-888-643-9624
We accept operator relay calls

04729 DMS 056 001 33523 NNNNNNNNNNN DISP0022
JASON DEAN

November 30, 2023

3345306001001047250001000000020

Action Needed: **Please contact us about your dispute(s)**

Your account ending in [redacted]

Dear JASON DEAN:

We recently asked you to send us information about the dispute(s) below, but we haven't received it yet. If you already responded, please ignore this letter.

Transaction Post Date	Merchant Name	Transaction Amount
06/28/2023	ASCENDCV	$30,797.24

Please tell us how to proceed

- *If you resolved this directly with the merchant, please call us at 1-800-849-3574.*
- *If you haven't resolved it yet and still want to continue with the dispute(s), please send us written details about it and include any related documents.*
  - *Please include your full account number on any documents you submit.*

The documentation you provide us may greatly influence our ability to resolve the dispute in your favor.

Here's how you can send us this information

- Sign in to chase.com or the Chase Mobile® app[1] to upload documents through the "Track Disputes" screen on your account.
- Fax it to us at 1-888-643-9624; it's free from any Chase branch.
- Mail it to us at:

  Cardmember Services
  P.O. Box 15299
  Wilmington DE
  19850-5299

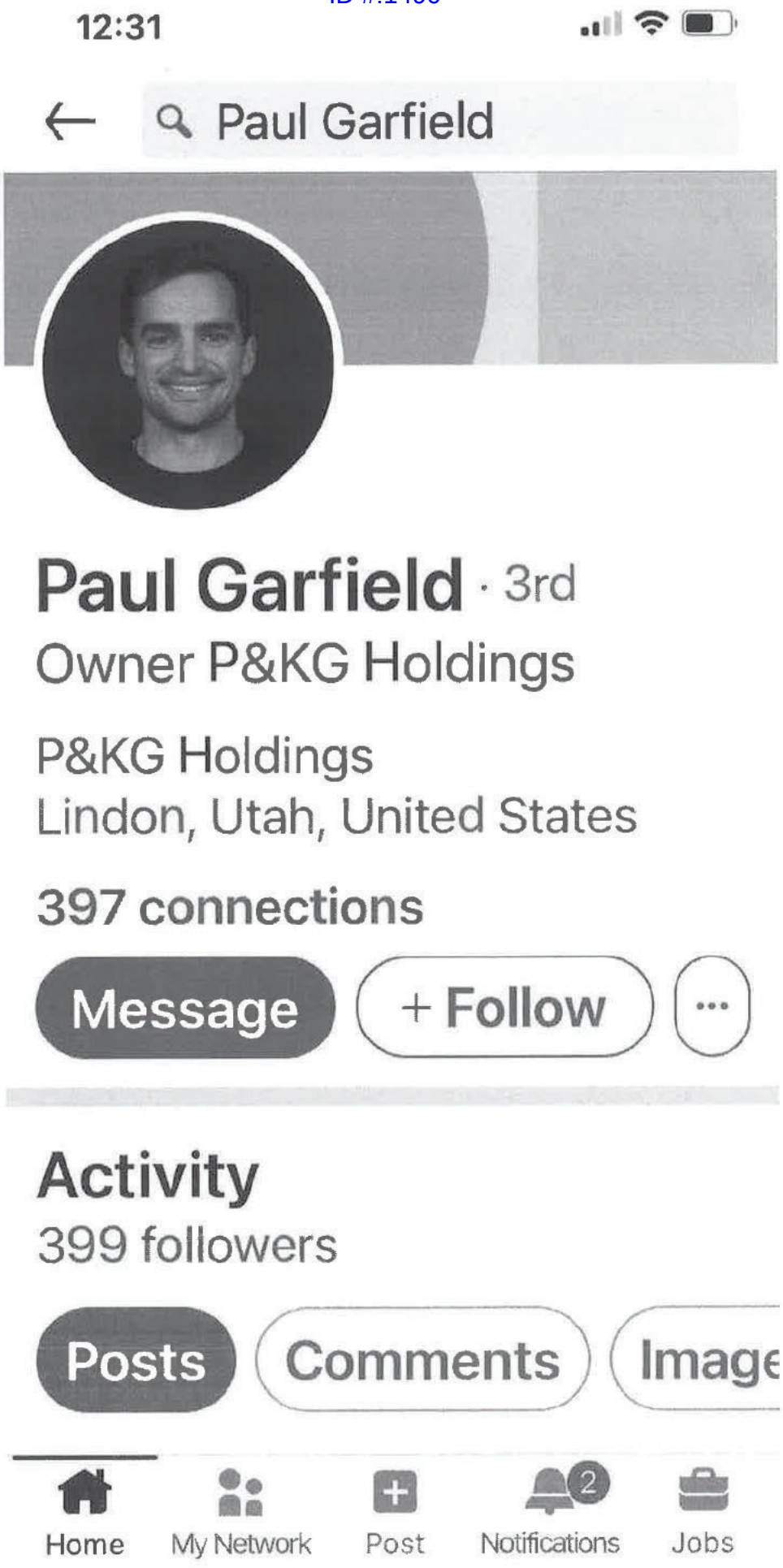
If we don't hear from you, we'll complete our research with the information we already have and tell you the outcome.

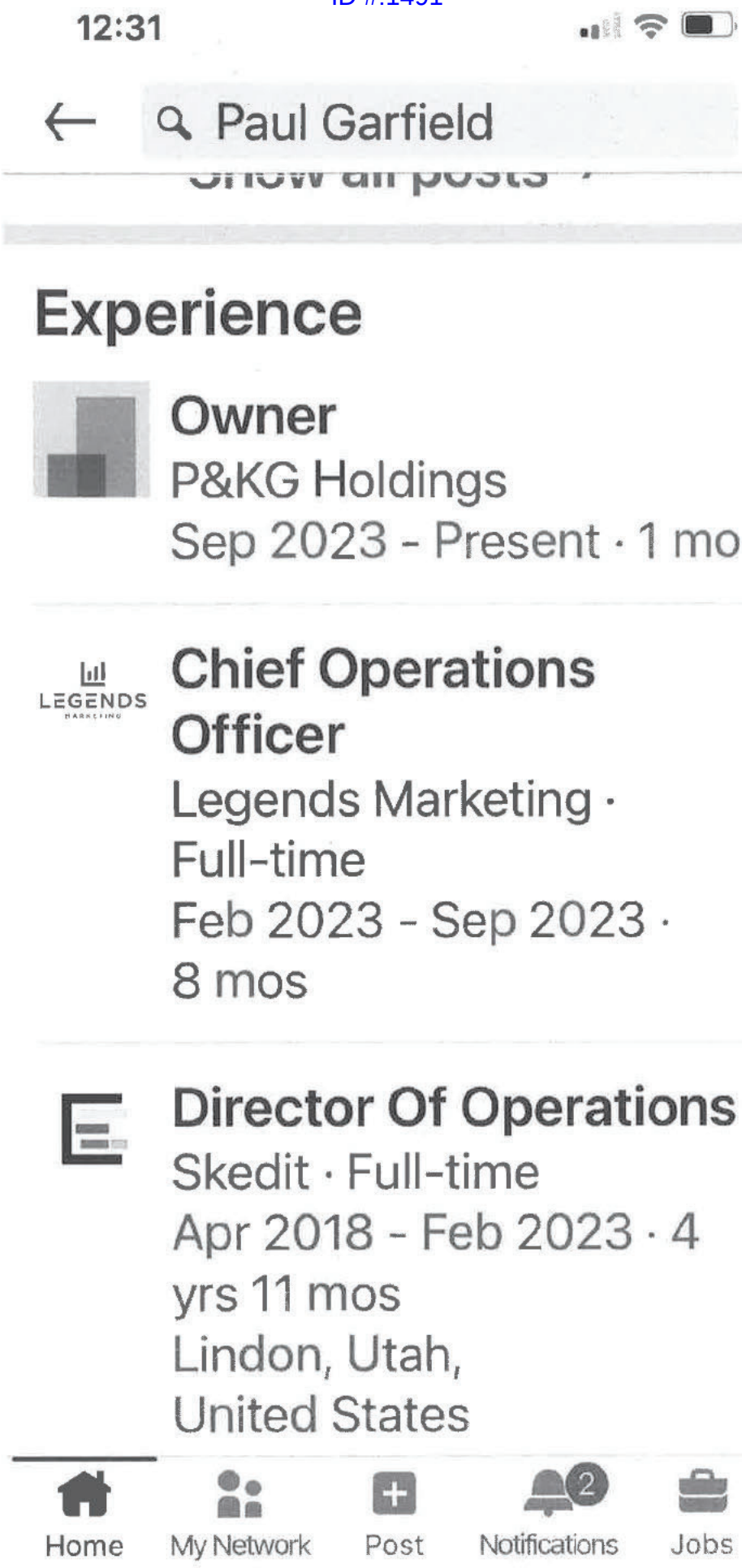
If you have questions, please call us at 1-800-849-3574. We're available Monday through Friday from 9 a.m. to 9 p.m. Eastern Time.

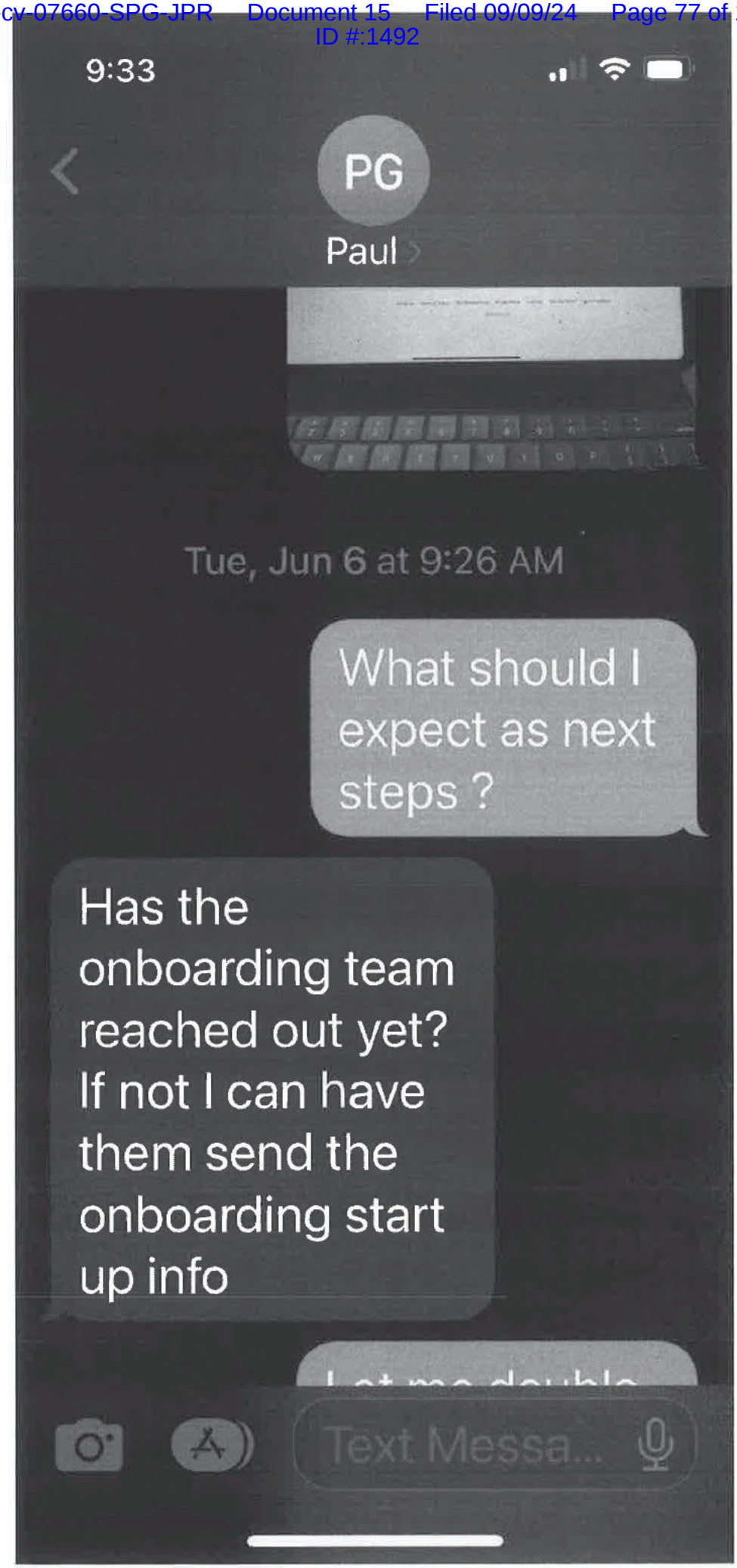
We appreciate your business.

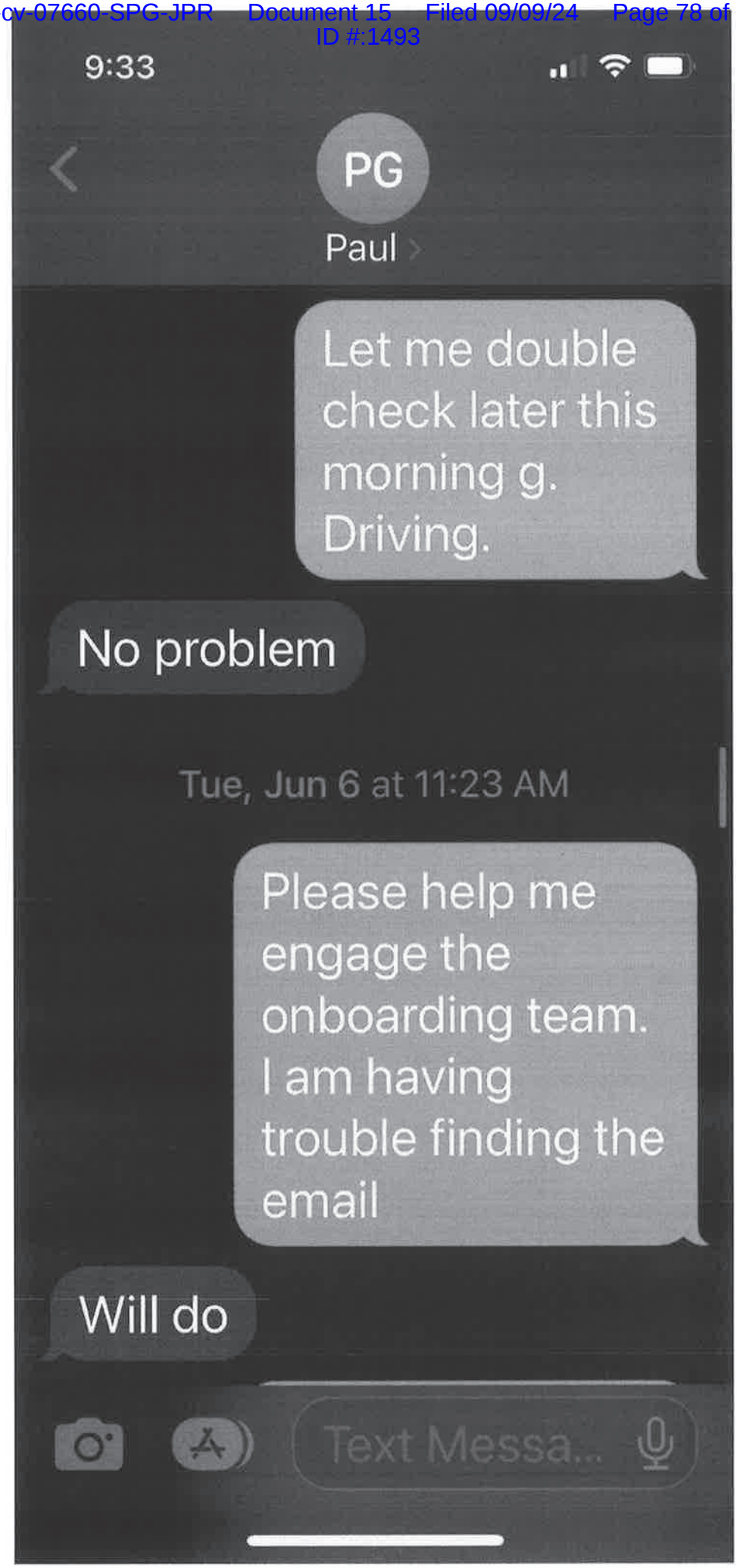
EX 14
1246

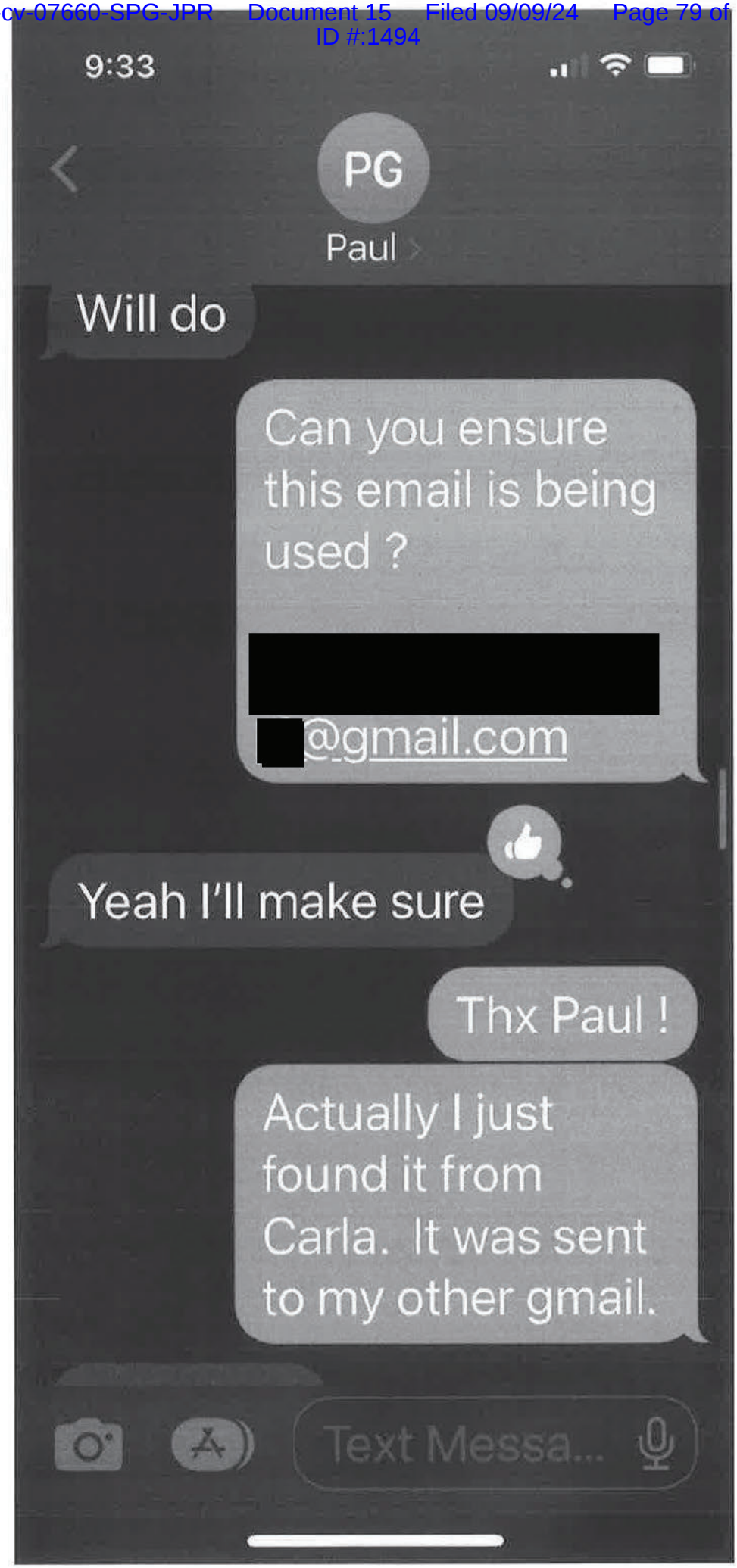
Attachment F

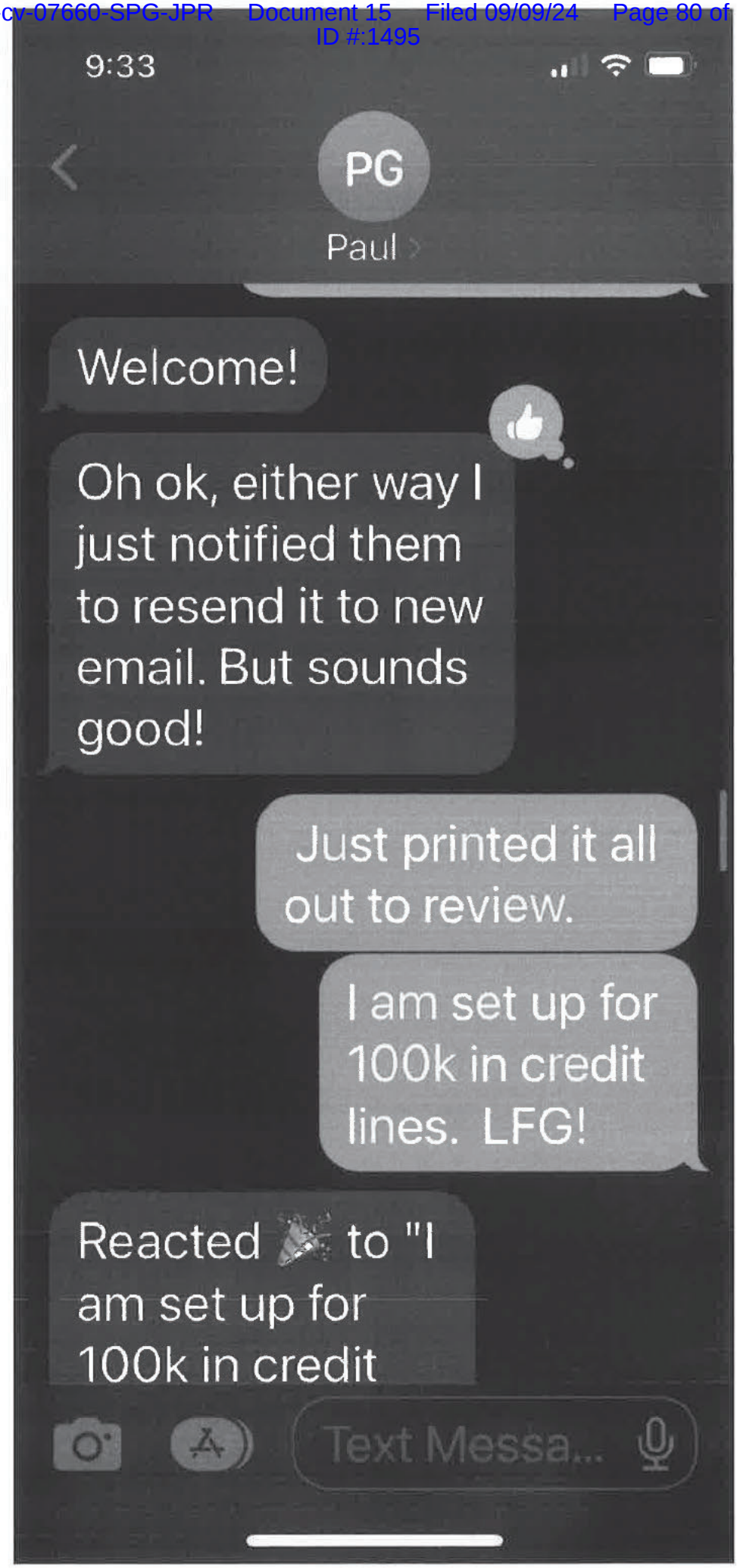

12:31
Paul Garfield
Paul Garfield · 3rd
Owner P&KG Holdings
P&KG Holdings
Lindon, Utah, United States
397 connections
Message
+ Follow
Activity
399 followers
Posts
Comments
Image
Home
My Network
Post
Notifications
Jobs

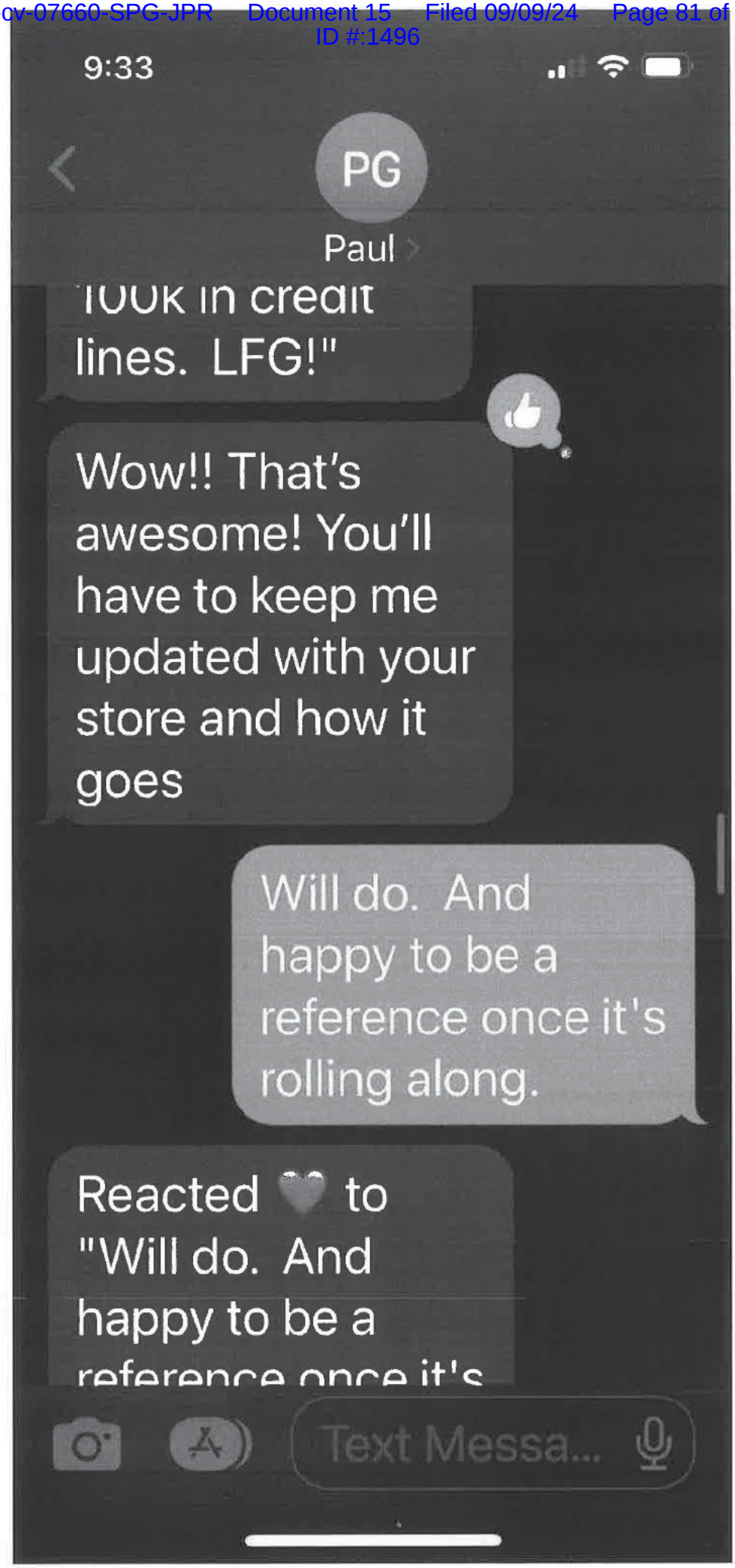

12:31
Paul Garfield
Experience
Owner
P&KG Holdings
Sep 2023 - Present · 1 mo
LEGENDS
Chief Operations Officer
Legends Marketing · Full-time
Feb 2023 - Sep 2023 · 8 mos
Director Of Operations
Skedit · Full-time
Apr 2018 - Feb 2023 · 4 yrs 11 mos
Lindon, Utah, United States
Home
My Network
Post
Notifications
2
Jobs

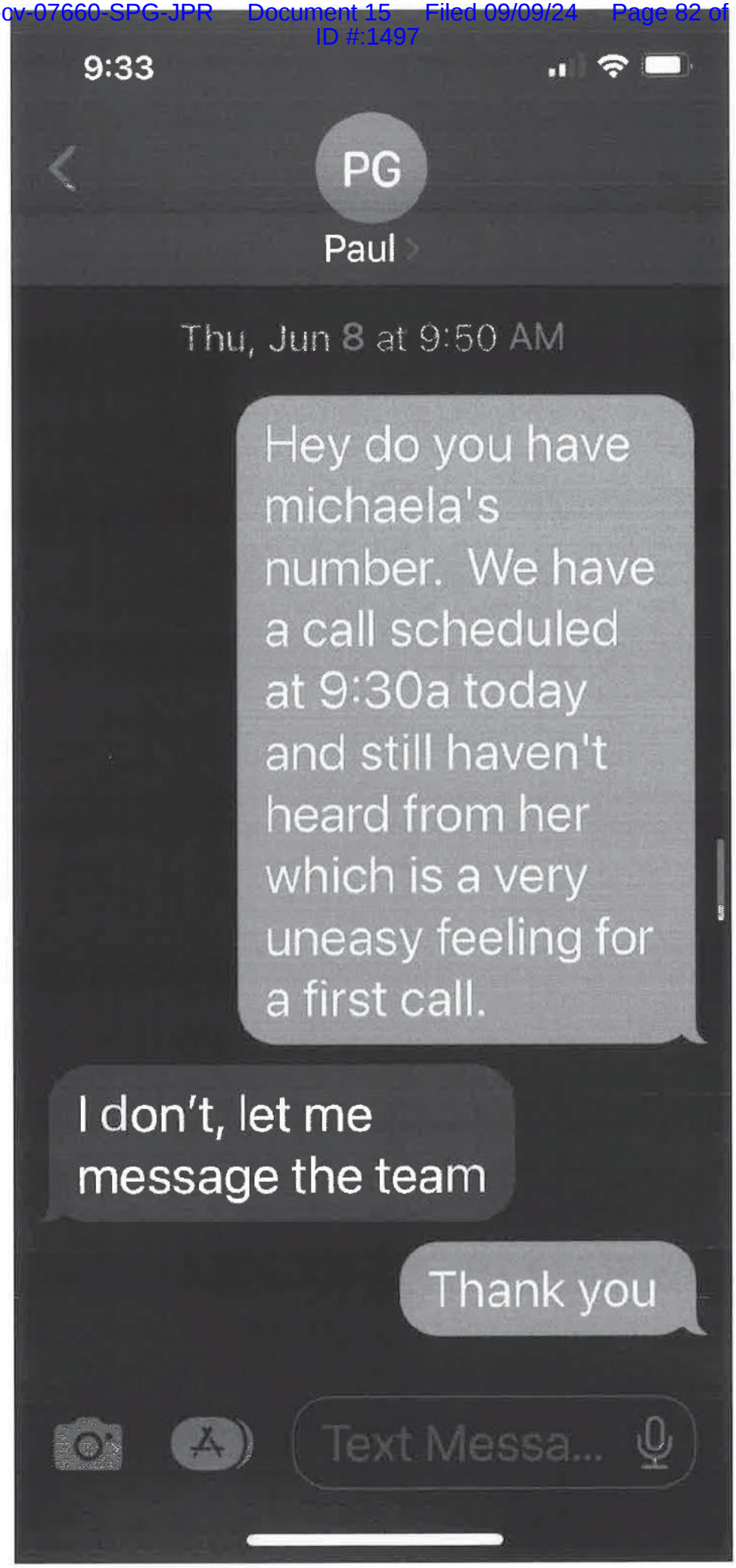

9:33
PG
Paul
Tue, Jun 6 at 9:26 AM
What should I expect as next steps ?
Has the onboarding team reached out yet? If not I can have them send the onboarding start up info
Text Messa...

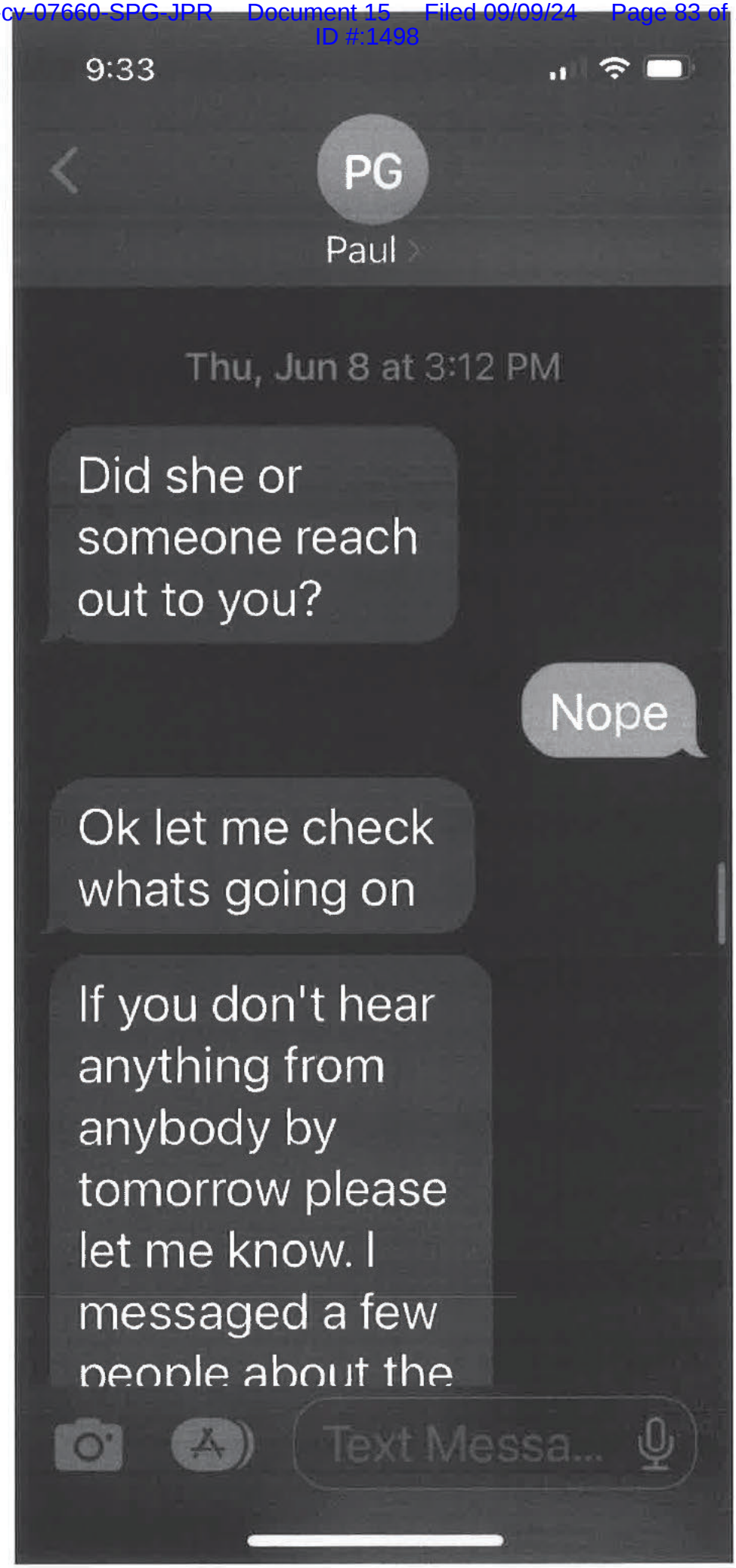

9:33
PG
Paul
Let me double check later this morning g. Driving.
No problem
Tue, Jun 6 at 11:23 AM
Please help me engage the onboarding team. I am having trouble finding the email
Will do
Text Messa...

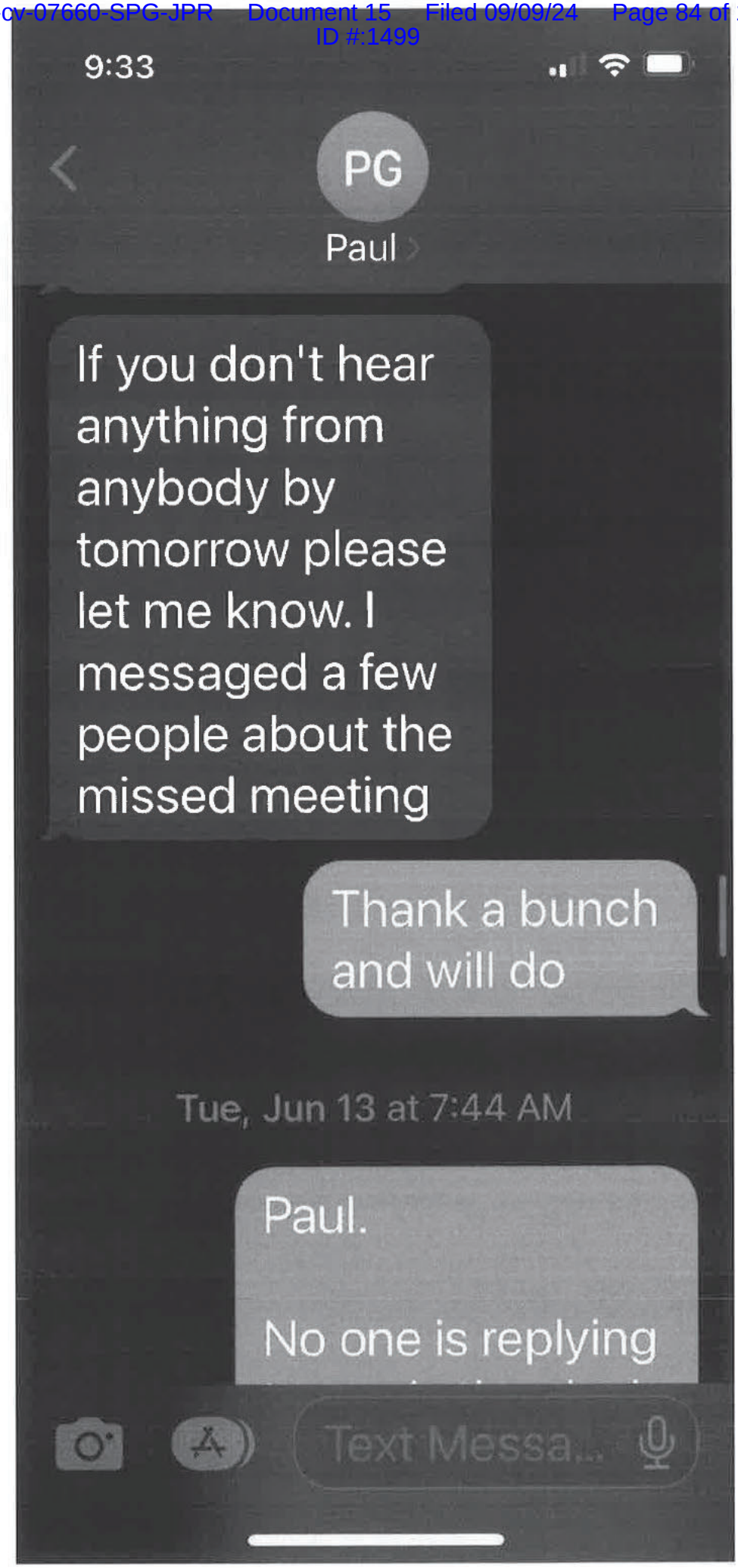

9:33
PG
Paul
Will do
Can you ensure this email is being used ?
[redacted]@gmail.com
Yeah I'll make sure
Thx Paul !
Actually I just found it from Carla. It was sent to my other gmail.
Text Messa...

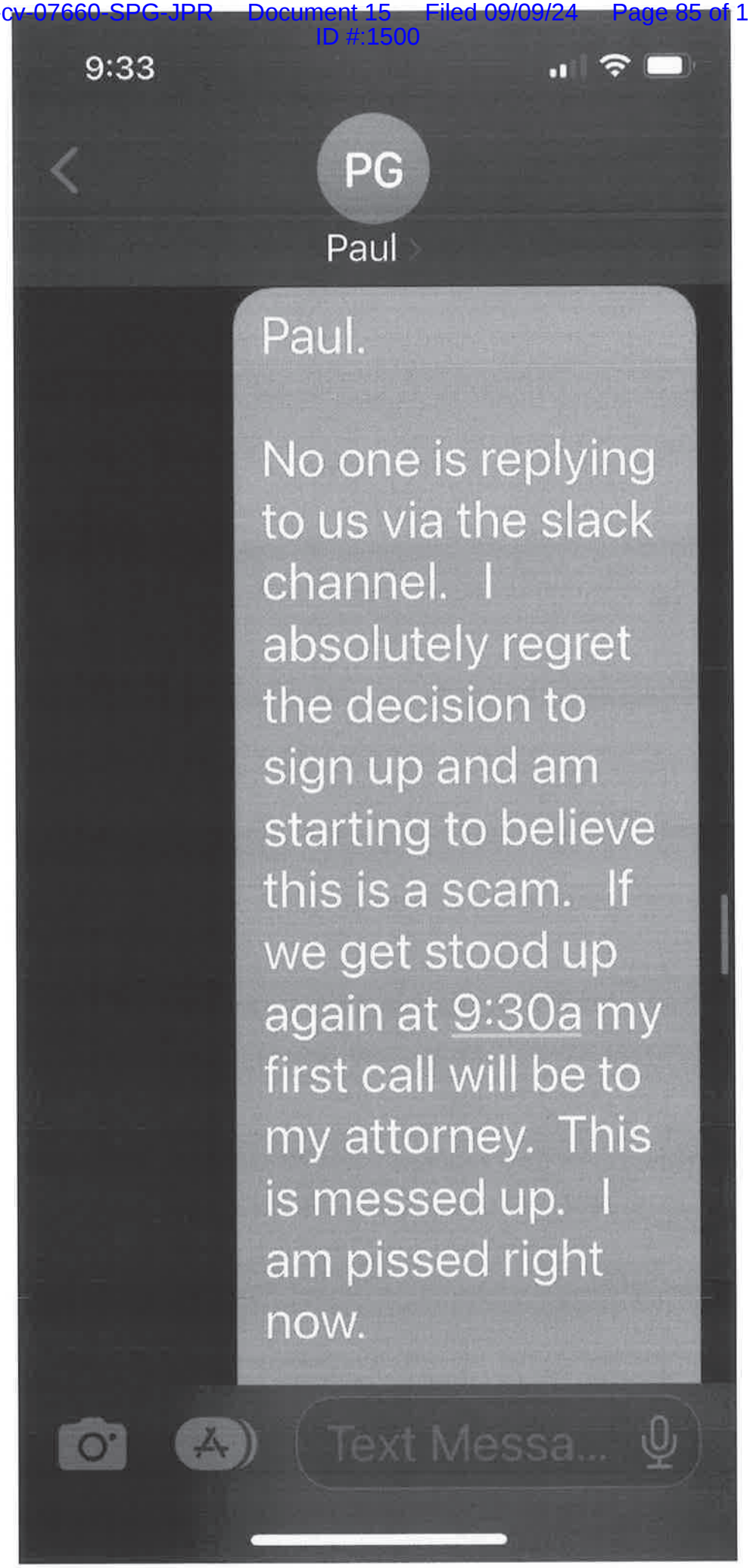

9:33
PG
Paul
Welcome!
Oh ok, either way I just notified them to resend it to new email. But sounds good!
Just printed it all out to review.
I am set up for 100k in credit lines. LFG!
Reacted to "I am set up for 100k in credit
Text Messa...

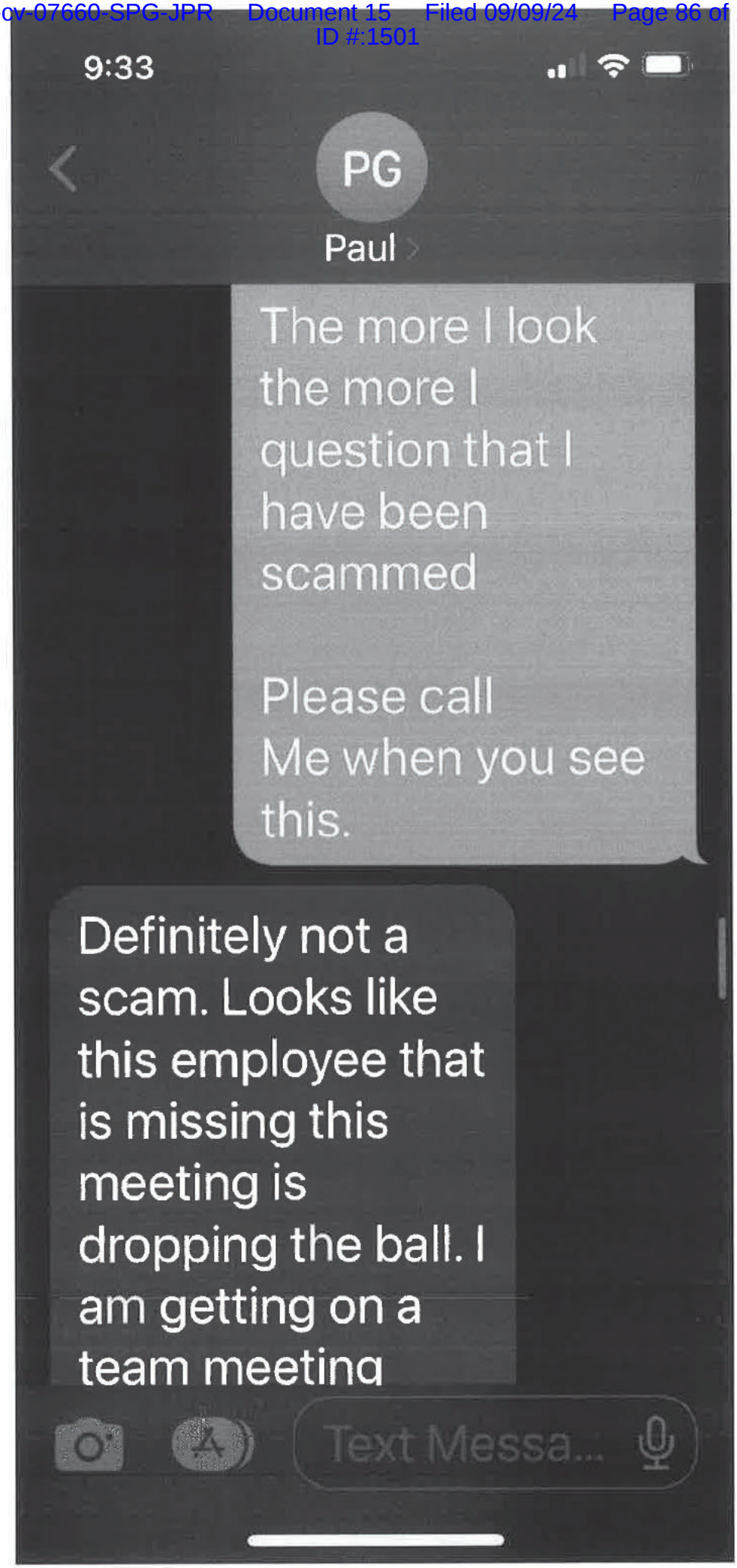

9:33
PG
Paul
TOOK in credit lines. LFG!"
Wow!! That's awesome! You'll have to keep me updated with your store and how it goes
Will do. And happy to be a reference once it's rolling along.
Reacted ♥ to "Will do. And happy to be a reference once it's
Text Messa...

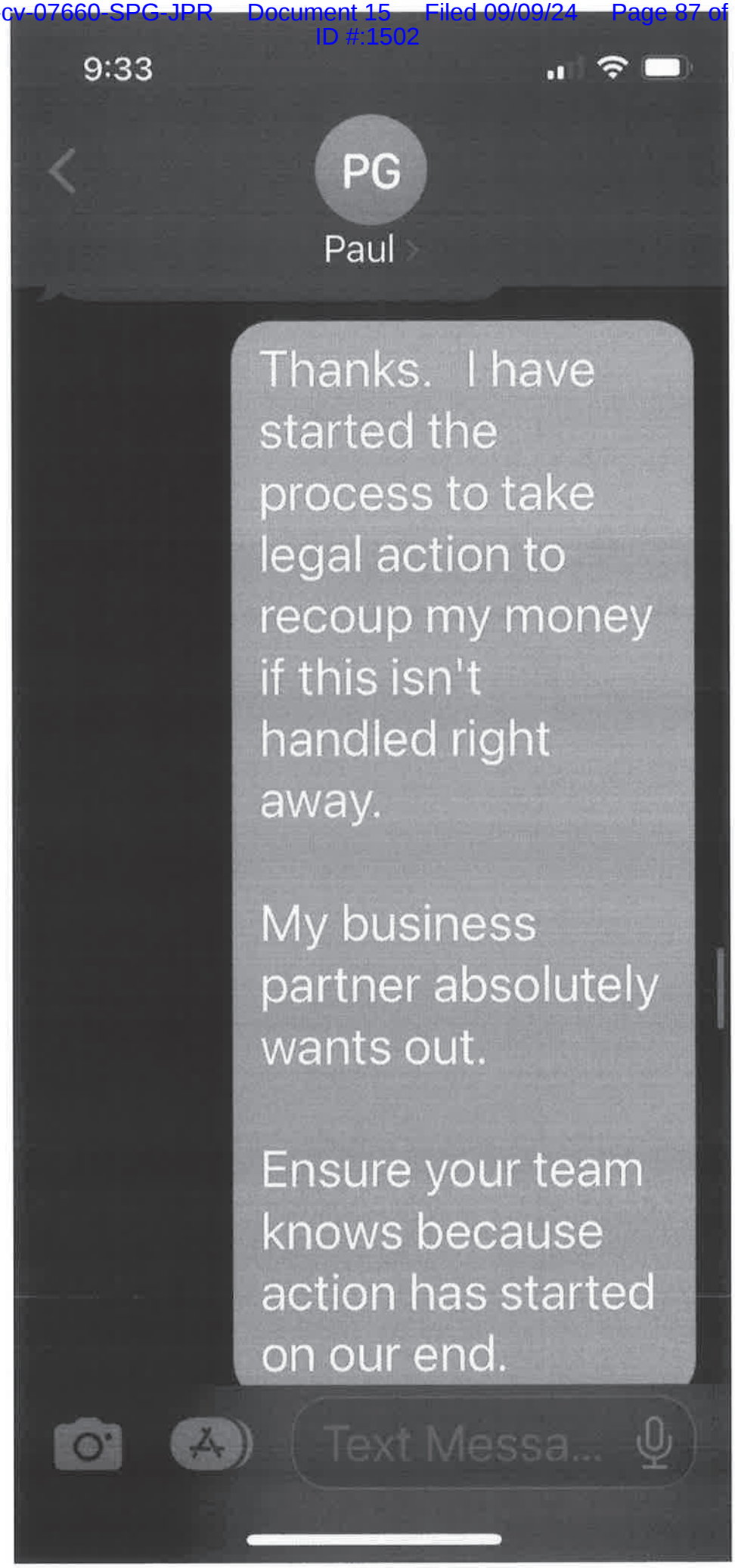

9:33
PG
Paul
Thu, Jun 8 at 9:50 AM
Hey do you have michaela's number. We have a call scheduled at 9:30a today and still haven't heard from her which is a very uneasy feeling for a first call.
I don't, let me message the team
Thank you
Text Messa...


9:33
PG
Paul
Thu, Jun 8 at 3:12 PM
Did she or someone reach out to you?
Nope
Ok let me check whats going on
If you don't hear anything from anybody by tomorrow please let me know. I messaged a few people about the
Text Messa...

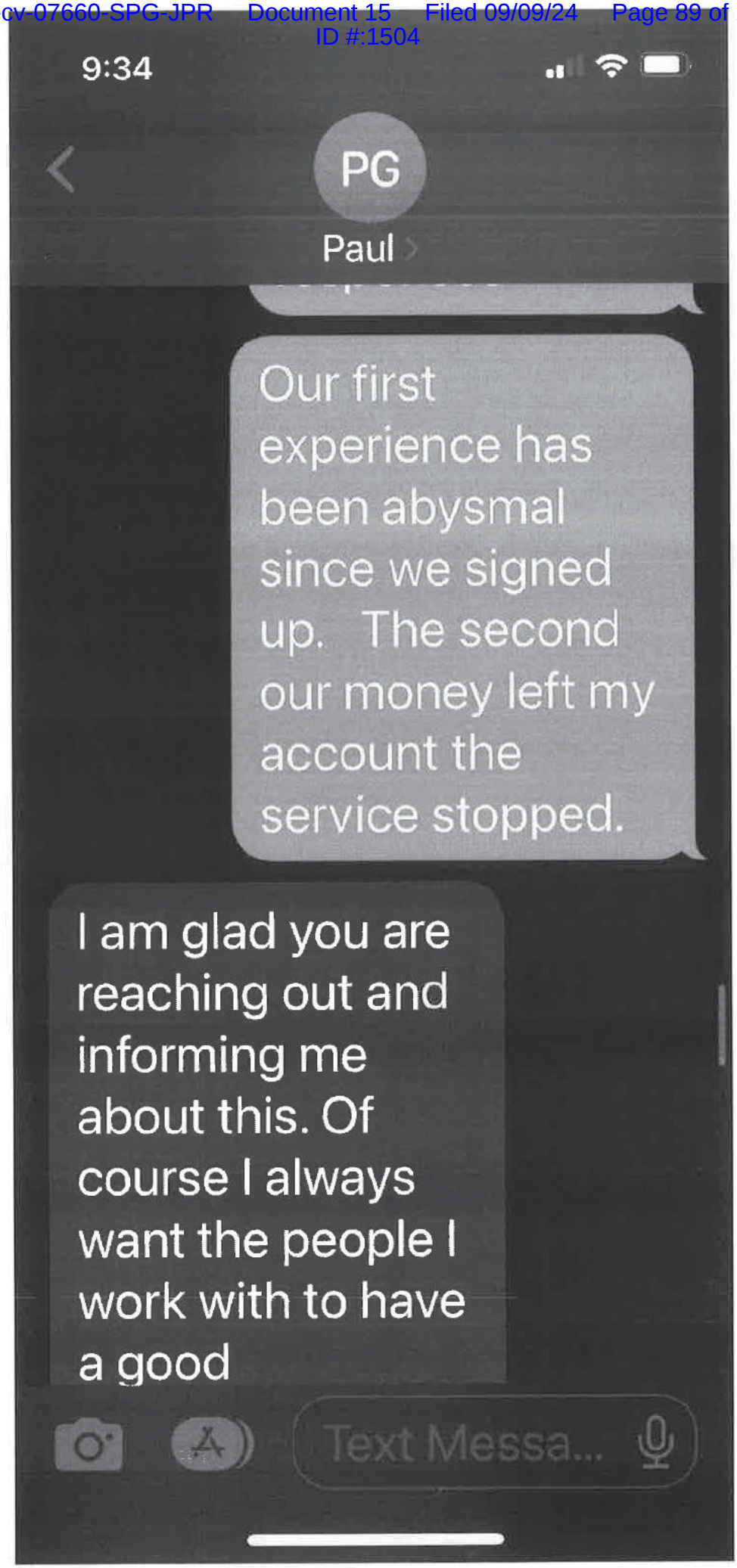

9:33
PG
Paul
If you don't hear anything from anybody by tomorrow please let me know. I messaged a few people about the missed meeting
Thank a bunch and will do
Tue, Jun 13 at 7:44 AM
Paul.
No one is replying
Text Messa...

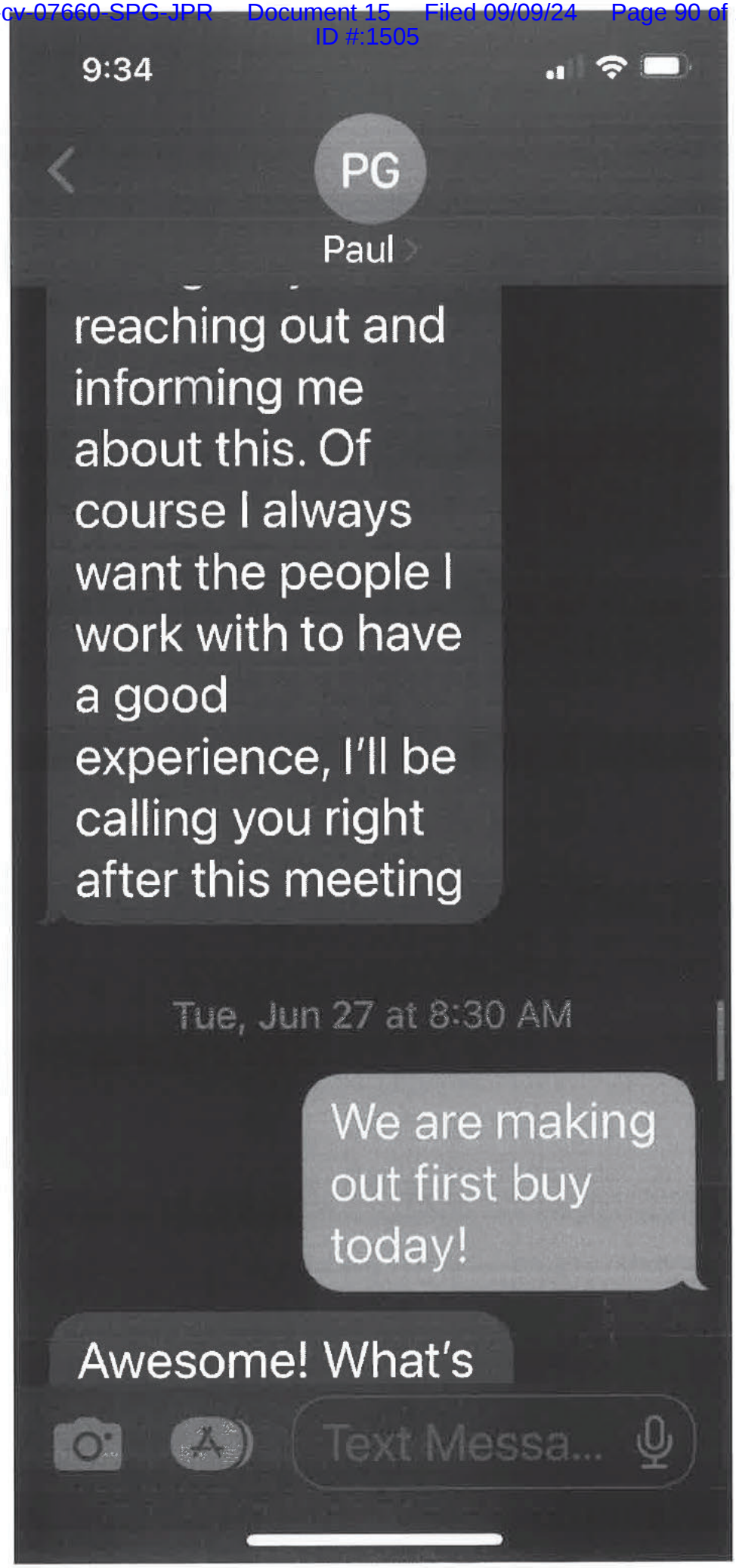

9:33
PG
Paul
Paul.
No one is replying to us via the slack channel. I absolutely regret the decision to sign up and am starting to believe this is a scam. If we get stood up again at 9:30a my first call will be to my attorney. This is messed up. I am pissed right now.
Text Messa...


9:33
PG
Paul
The more I look the more I question that I have been scammed
Please call Me when you see this.
Definitely not a scam. Looks like this employee that is missing this meeting is dropping the ball. I am getting on a team meeting
Text Messa...

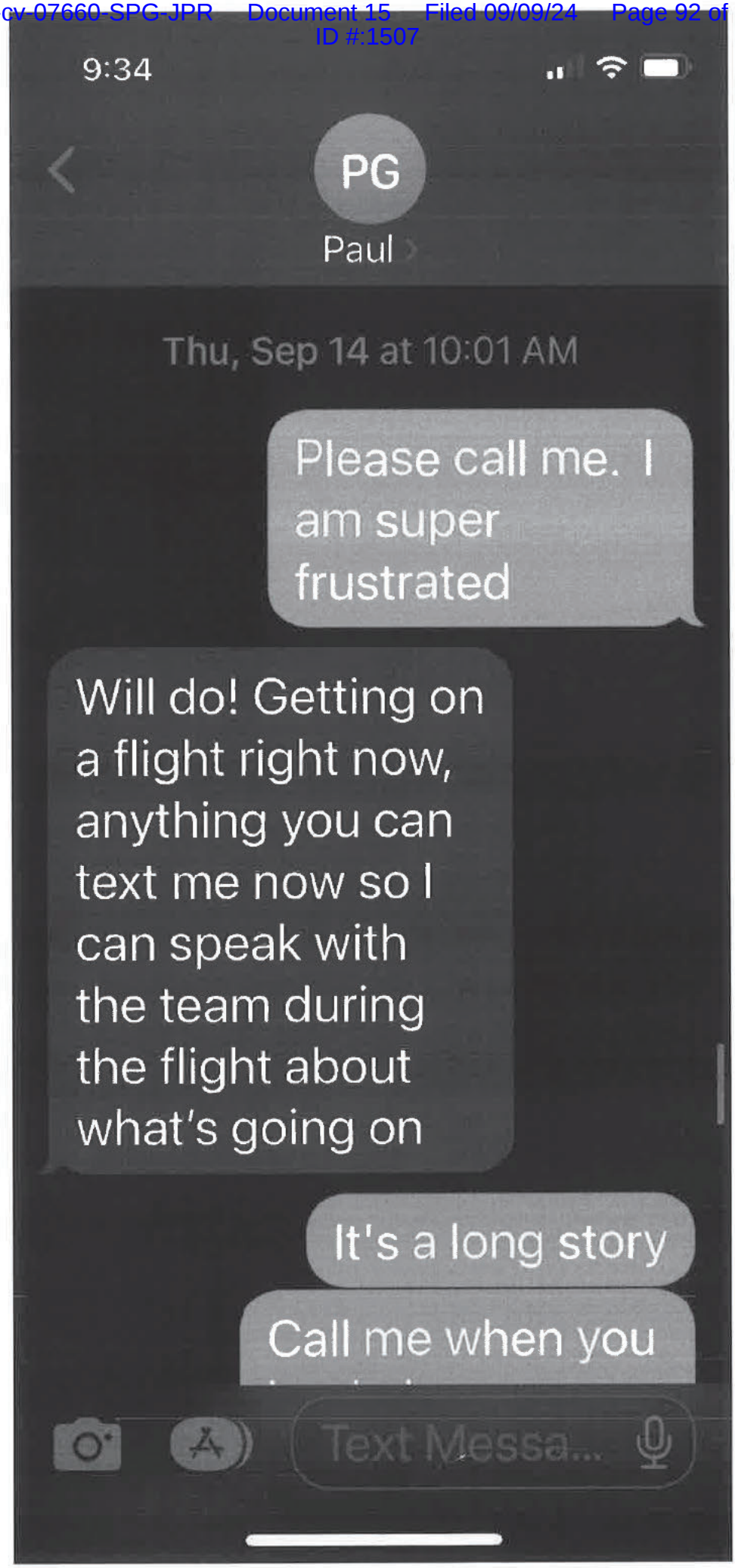

9:33
PG
Paul
Thanks. I have started the process to take legal action to recoup my money if this isn't handled right away.
My business partner absolutely wants out.
Ensure your team knows because action has started on our end.
Text Messa...


9:34
PG
Paul
FYI. There are 11 people on our slack channel and it's been crickets so it's not 1 person.
Two people have replied over 4 days with bs we will take care of it responses
Our first experience has been abysmal since we signed up. The second
Text Messa...

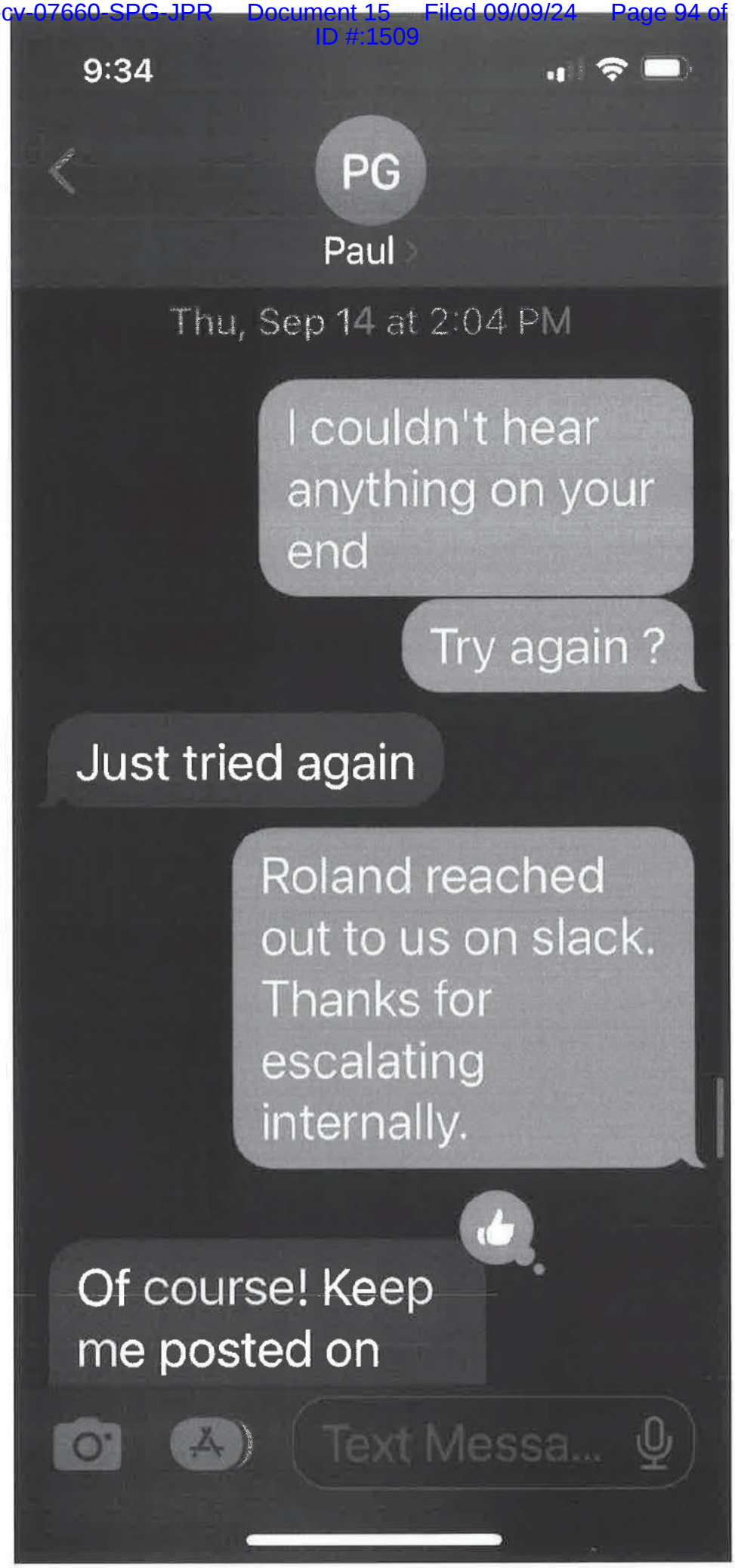

9:34
PG
Paul
Our first experience has been abysmal since we signed up. The second our money left my account the service stopped.
I am glad you are reaching out and informing me about this. Of course I always want the people I work with to have a good
Text Messa...

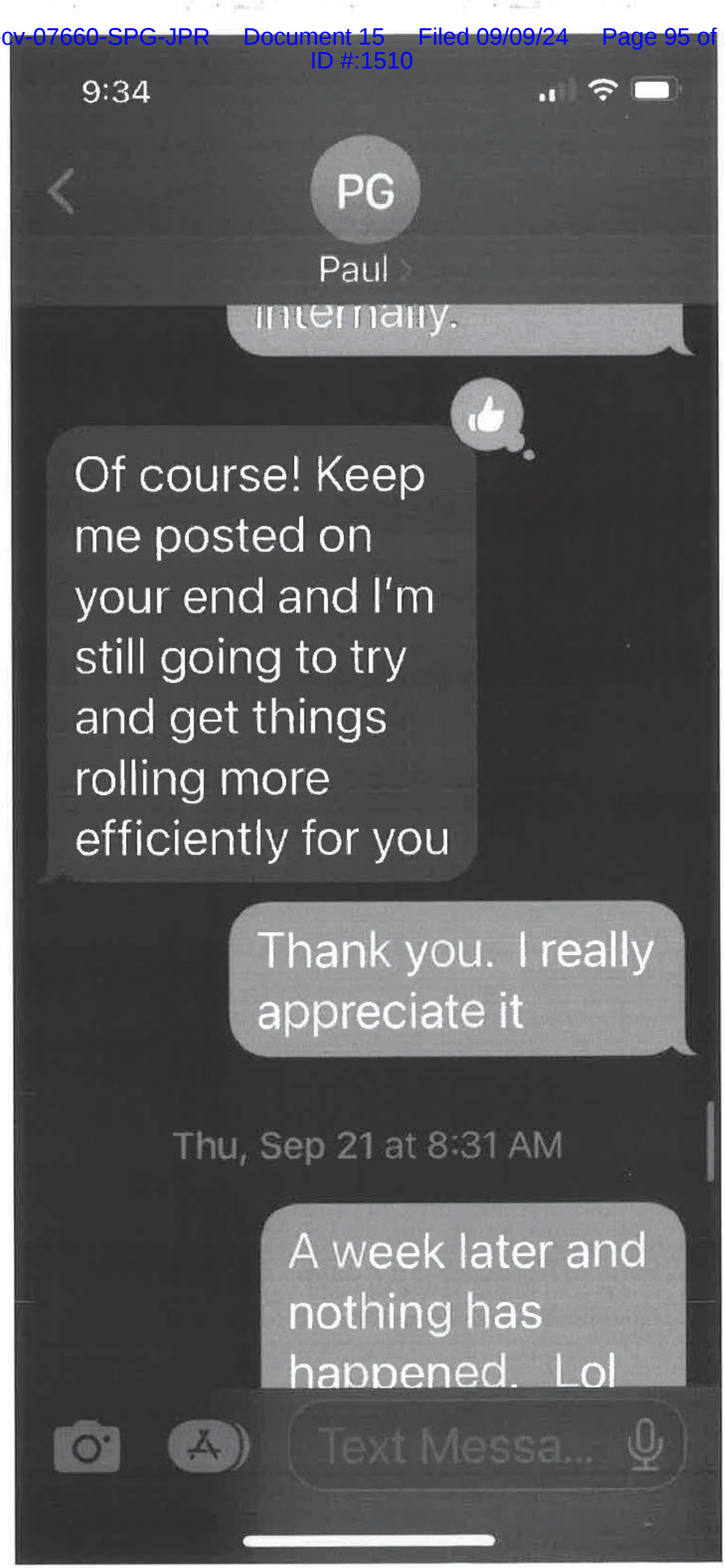

9:34
PG
Paul
reaching out and informing me about this. Of course I always want the people I work with to have a good experience, I'll be calling you right after this meeting
Tue, Jun 27 at 8:30 AM
We are making out first buy today!
Awesome! What's
Text Messa...

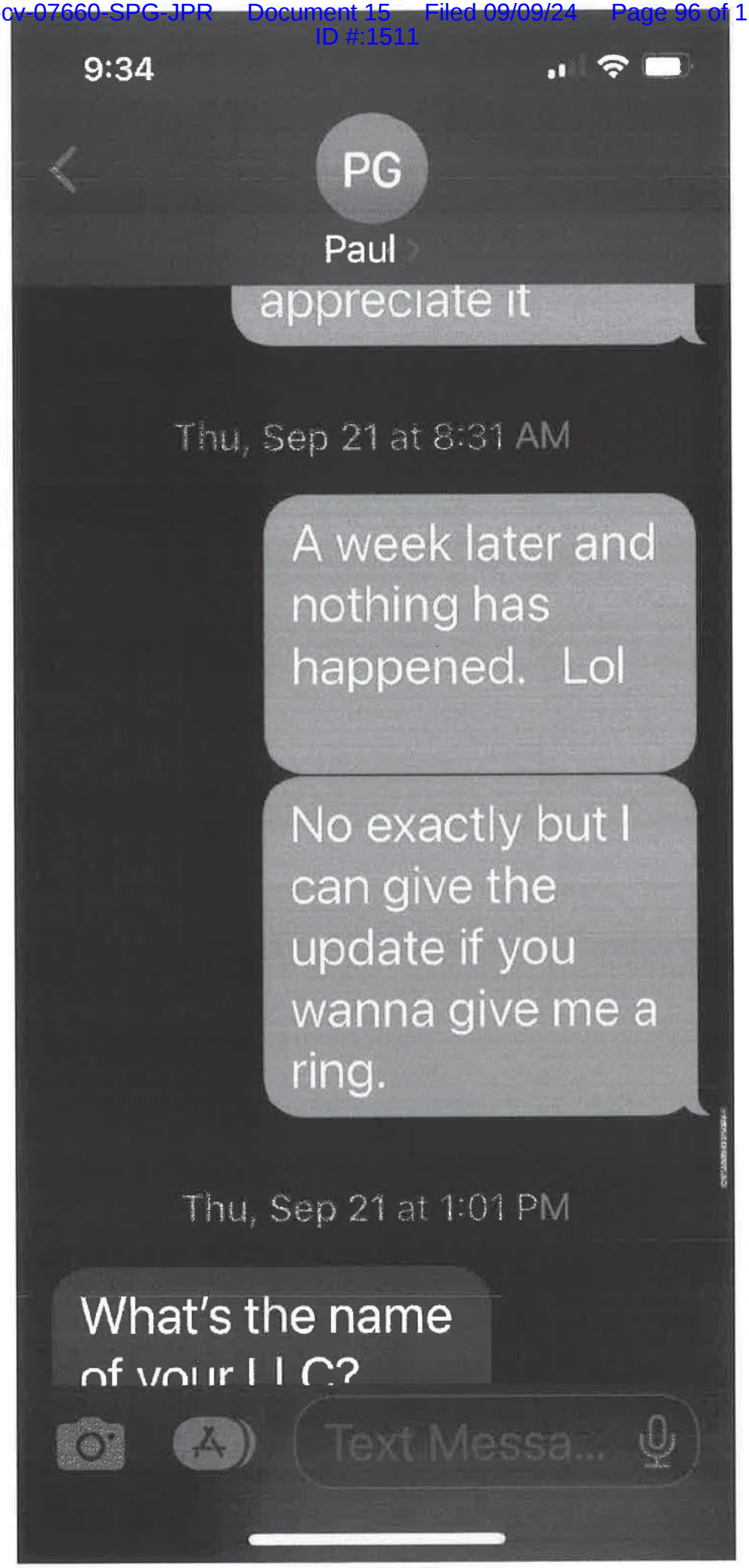

9:34
PG
Paul
Awesome! What's the inventory amount you guys are going with??
50k
8 products at 300 units ea.
Wow! That is amazing, please keep in touch, I want to see your store progress
Thu, Sep 14 at 10:01 AM
Text Messa...

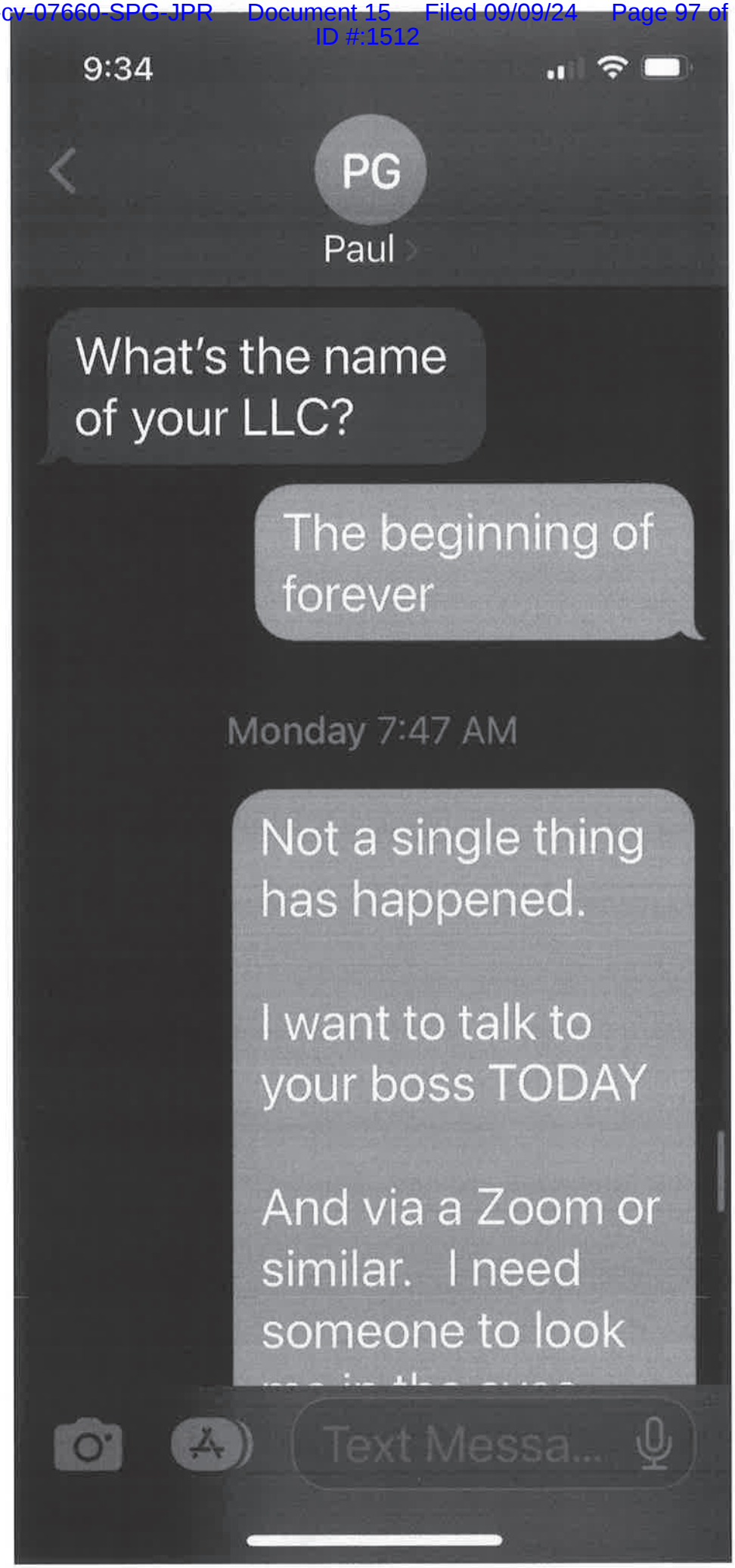

9:34
PG
Paul
Thu, Sep 14 at 10:01 AM
Please call me. I am super frustrated
Will do! Getting on a flight right now, anything you can text me now so I can speak with the team during the flight about what's going on
It's a long story
Call me when you
Text Messa...

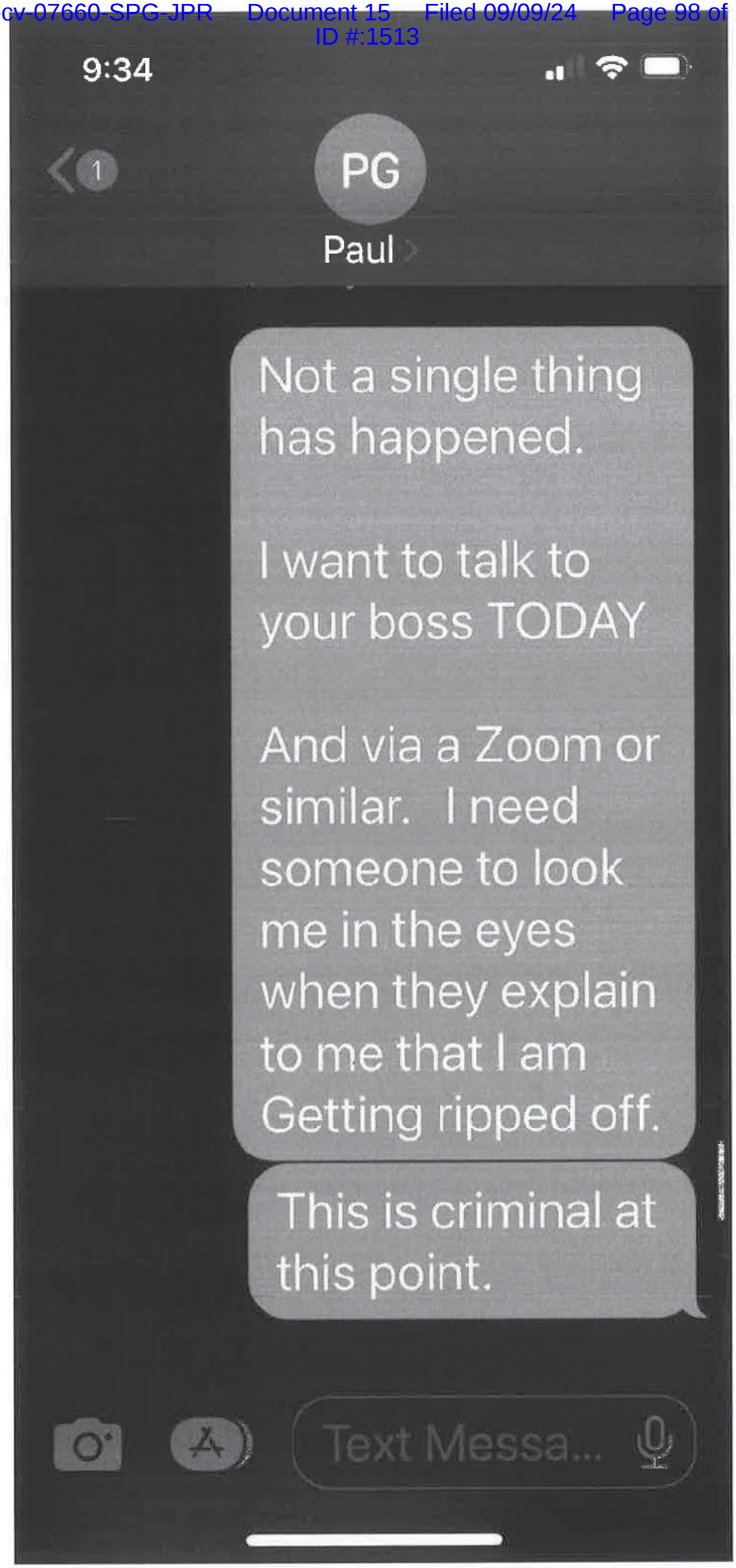

9:34
PG
Paul
the flight about what's going on
It's a long story
Call me when you land please
Will do!
Thank Paul. I could really use some help.
Thu, Sep 14 at 2:04 PM
I couldn't hear anything on your end
Text Messa...

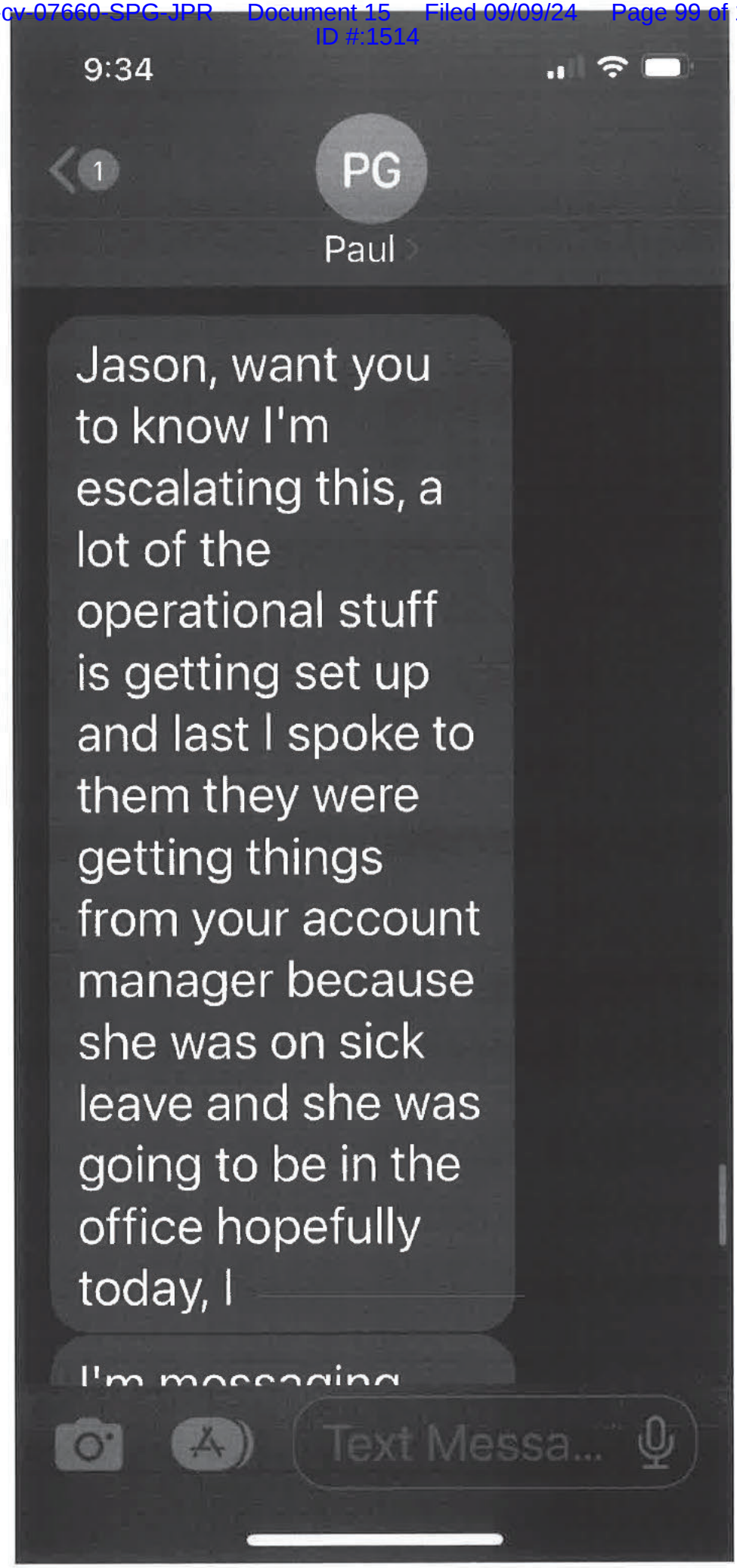

9:34
PG
Paul
Thu, Sep 14 at 2:04 PM
I couldn't hear anything on your end
Try again ?
Just tried again
Roland reached out to us on slack. Thanks for escalating internally.
Of course! Keep me posted on
Text Messa...

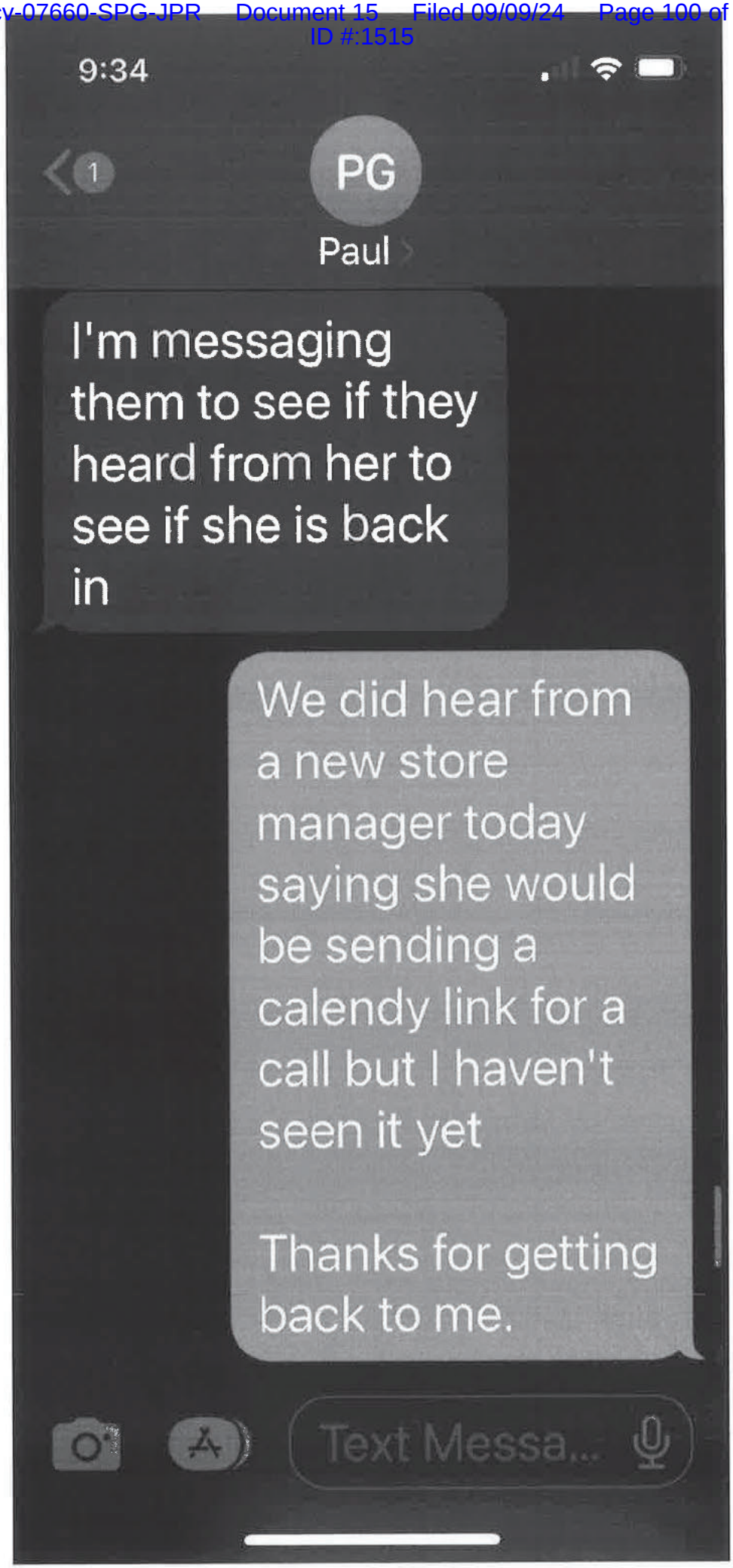

9:34
PG
Paul
internally.
Of course! Keep me posted on your end and I'm still going to try and get things rolling more efficiently for you
Thank you. I really appreciate it
Thu, Sep 21 at 8:31 AM
A week later and nothing has happened. Lol
Text Messa...

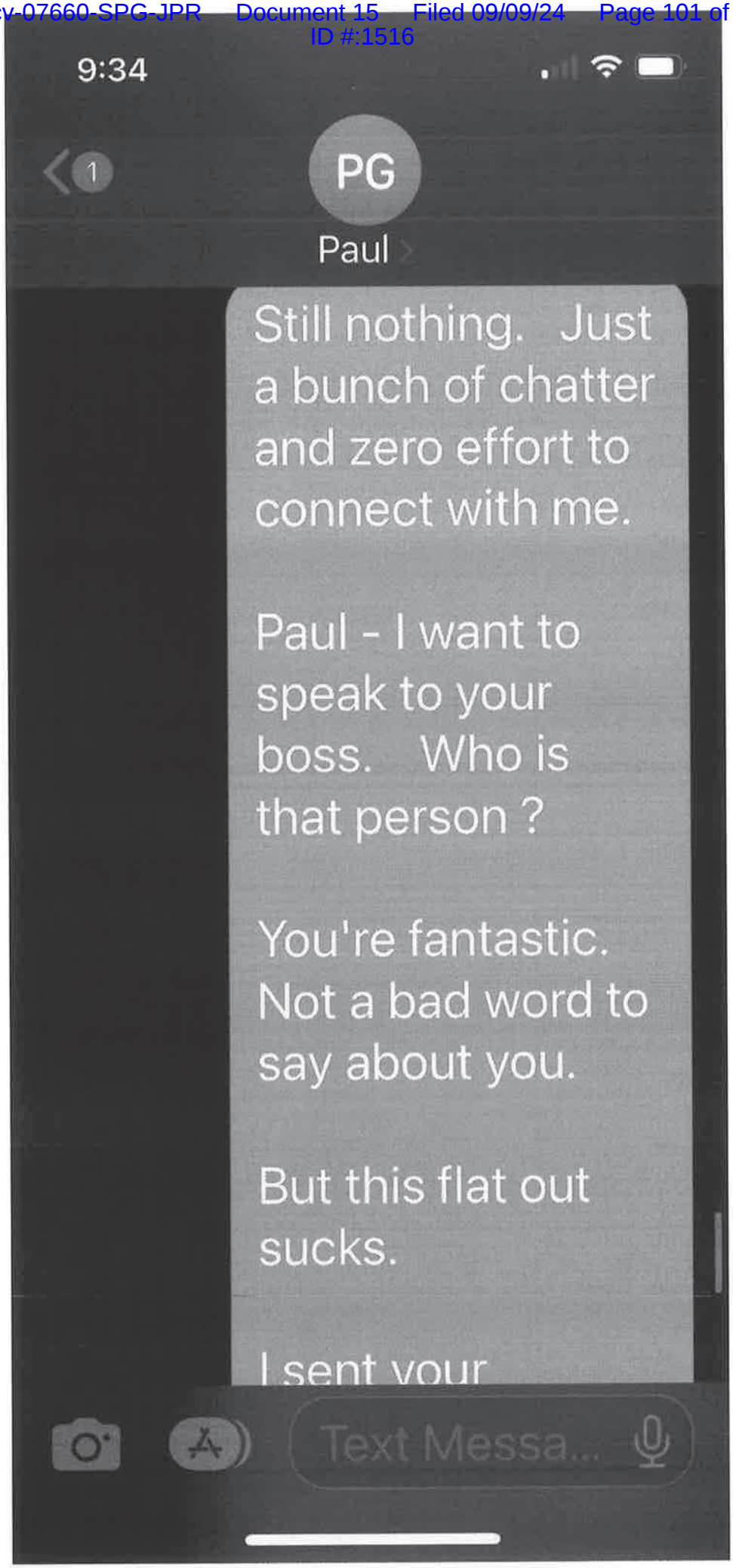

9:34
PG
Paul
appreciate it
Thu, Sep 21 at 8:31 AM
A week later and nothing has happened. Lol
No exactly but I can give the update if you wanna give me a ring.
Thu, Sep 21 at 1:01 PM
What's the name
Text Messa...

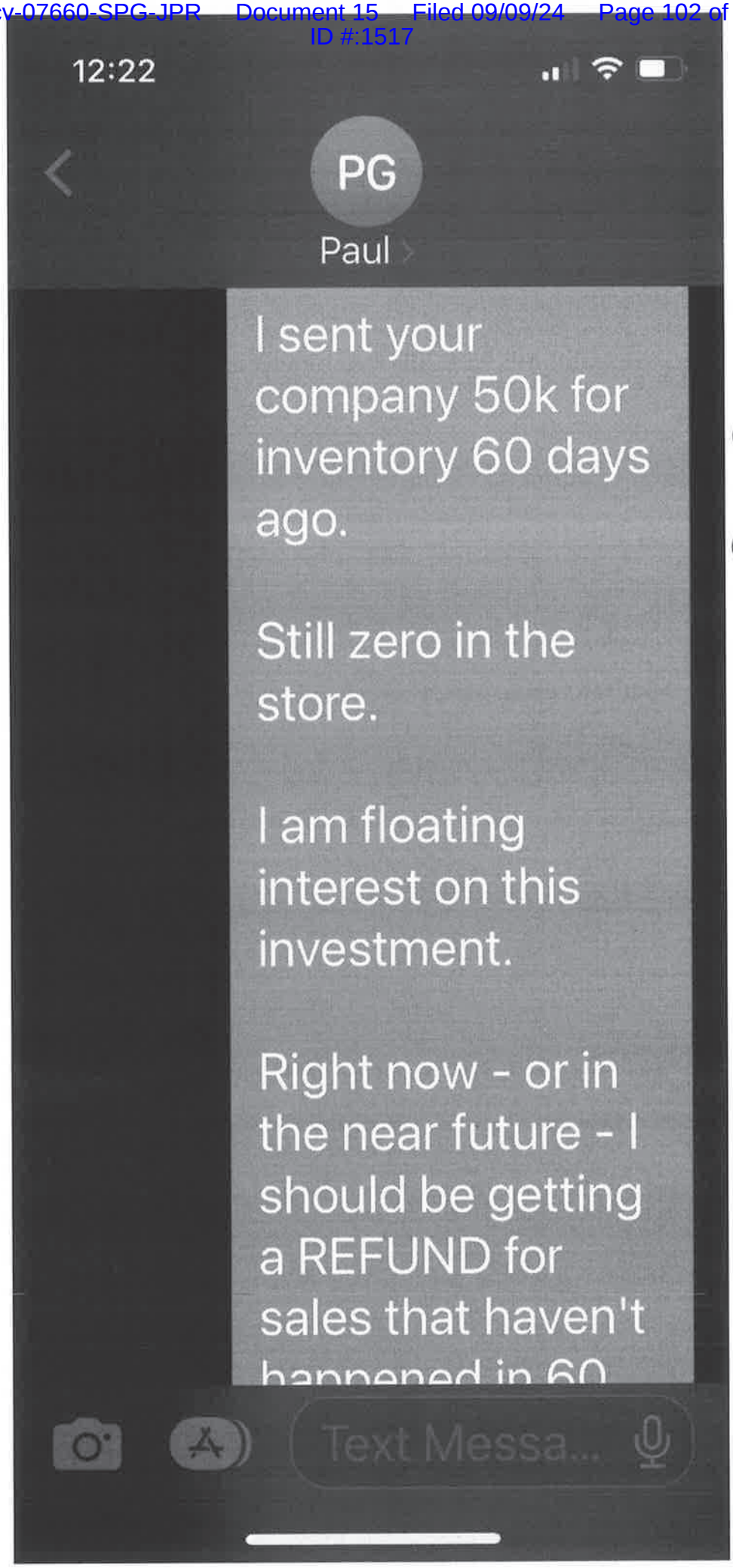

9:34
PG
Paul
What's the name of your LLC?
The beginning of forever
Monday 7:47 AM
Not a single thing has happened.
I want to talk to your boss TODAY
And via a Zoom or similar. I need someone to look
Text Messa...


9:34
1
PG
Paul
Not a single thing has happened.
I want to talk to your boss TODAY
And via a Zoom or similar. I need someone to look me in the eyes when they explain to me that I am Getting ripped off.
This is criminal at this point.
Text Messa...

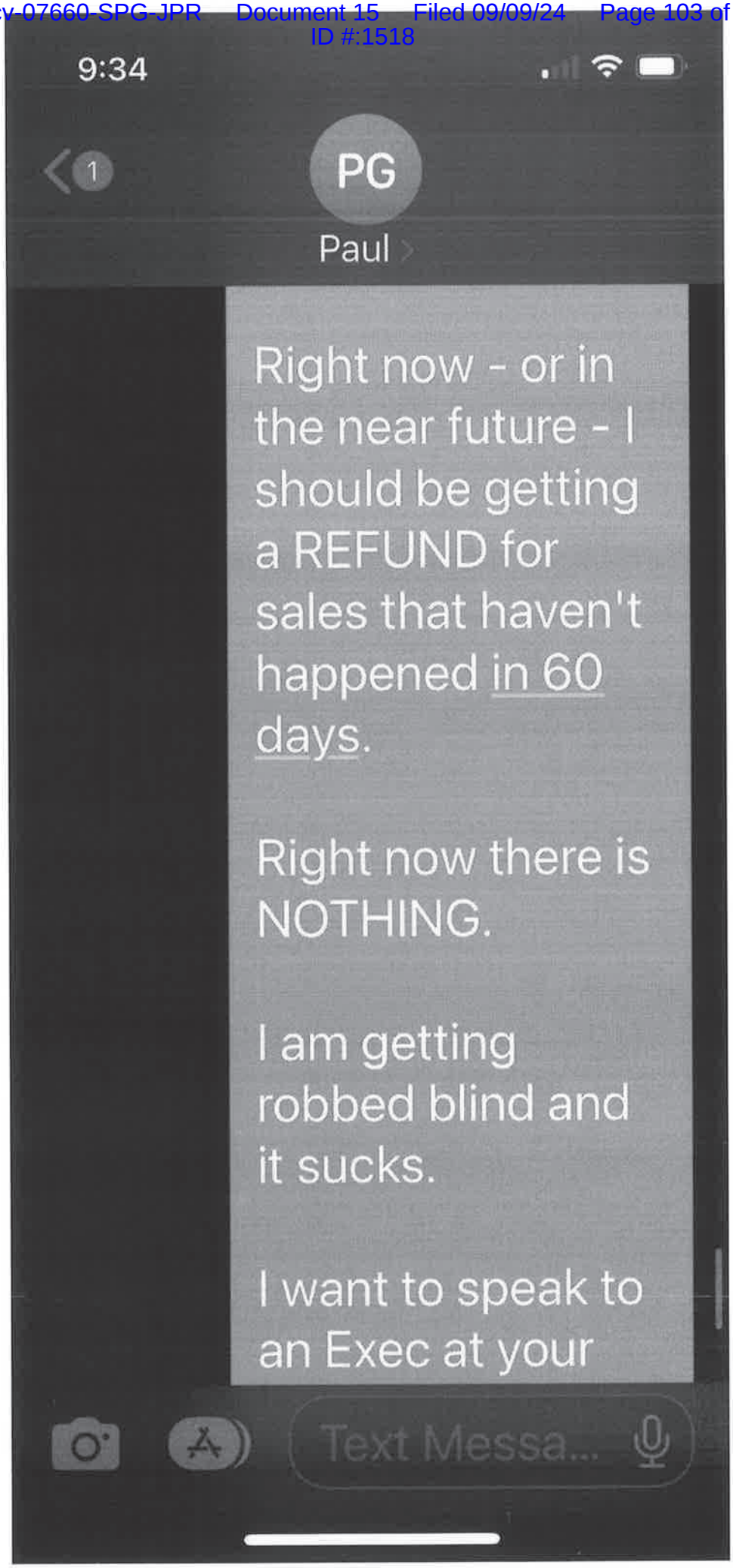

9:34
1
PG
Paul
Jason, want you to know I'm escalating this, a lot of the operational stuff is getting set up and last I spoke to them they were getting things from your account manager because she was on sick leave and she was going to be in the office hopefully today, I
I'm messaging
Text Messa...

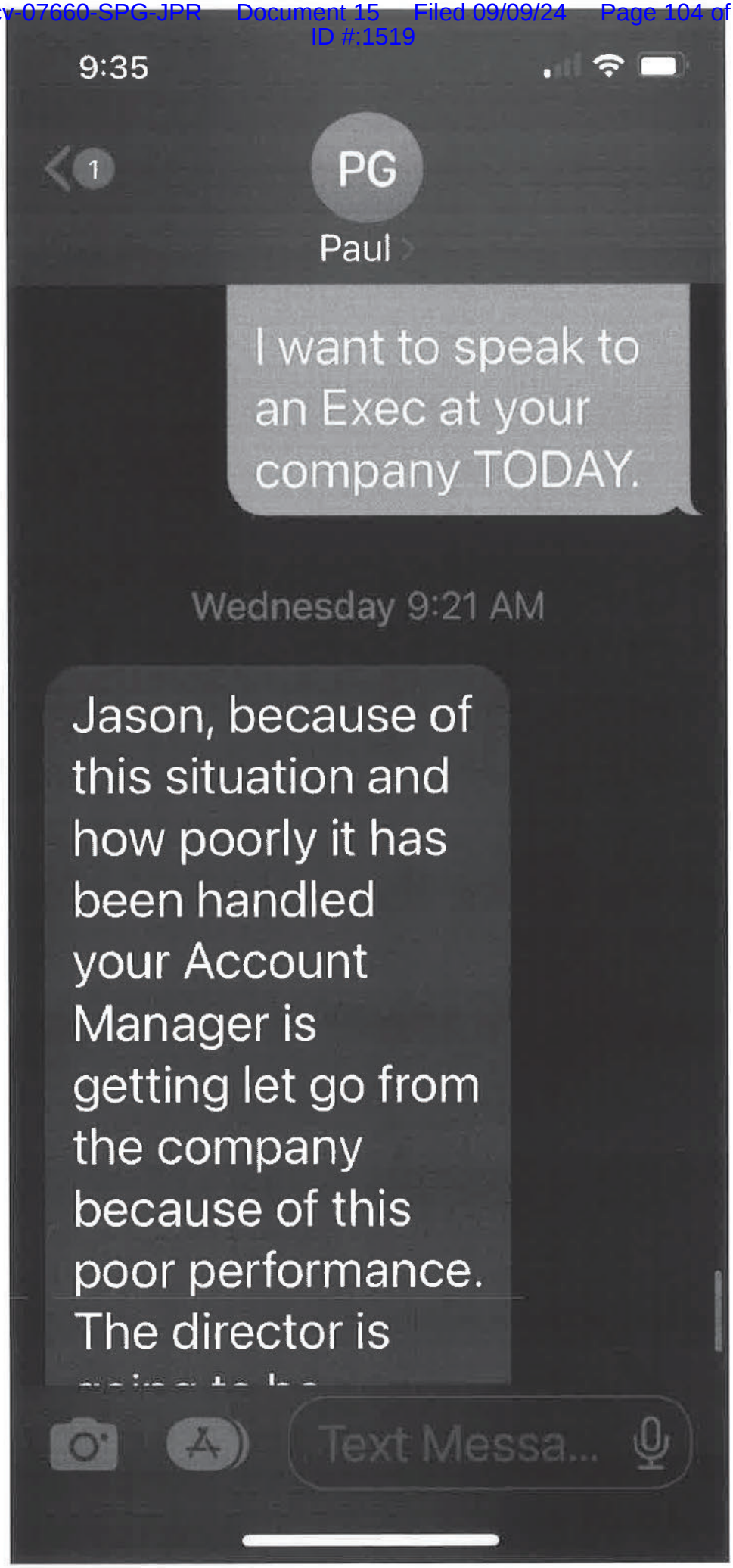

9:34
1
PG
Paul
I'm messaging them to see if they heard from her to see if she is back in
We did hear from a new store manager today saying she would be sending a calendy link for a call but I haven't seen it yet
Thanks for getting back to me.
Text Messa...

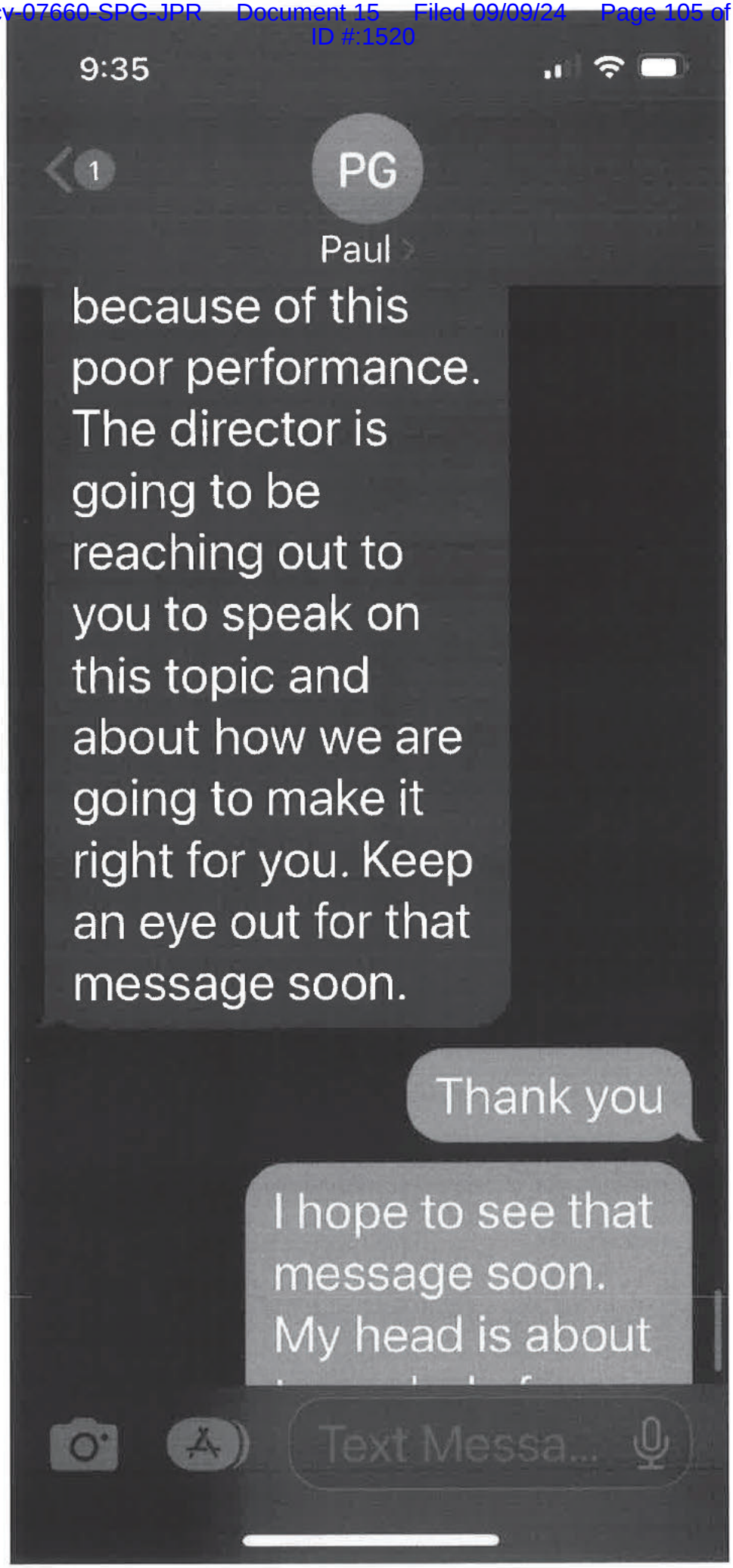

9:34
1
PG
Paul
Still nothing. Just a bunch of chatter and zero effort to connect with me.
Paul - I want to speak to your boss. Who is that person ?
You're fantastic. Not a bad word to say about you.
But this flat out sucks.
I sent your
Text Messa...

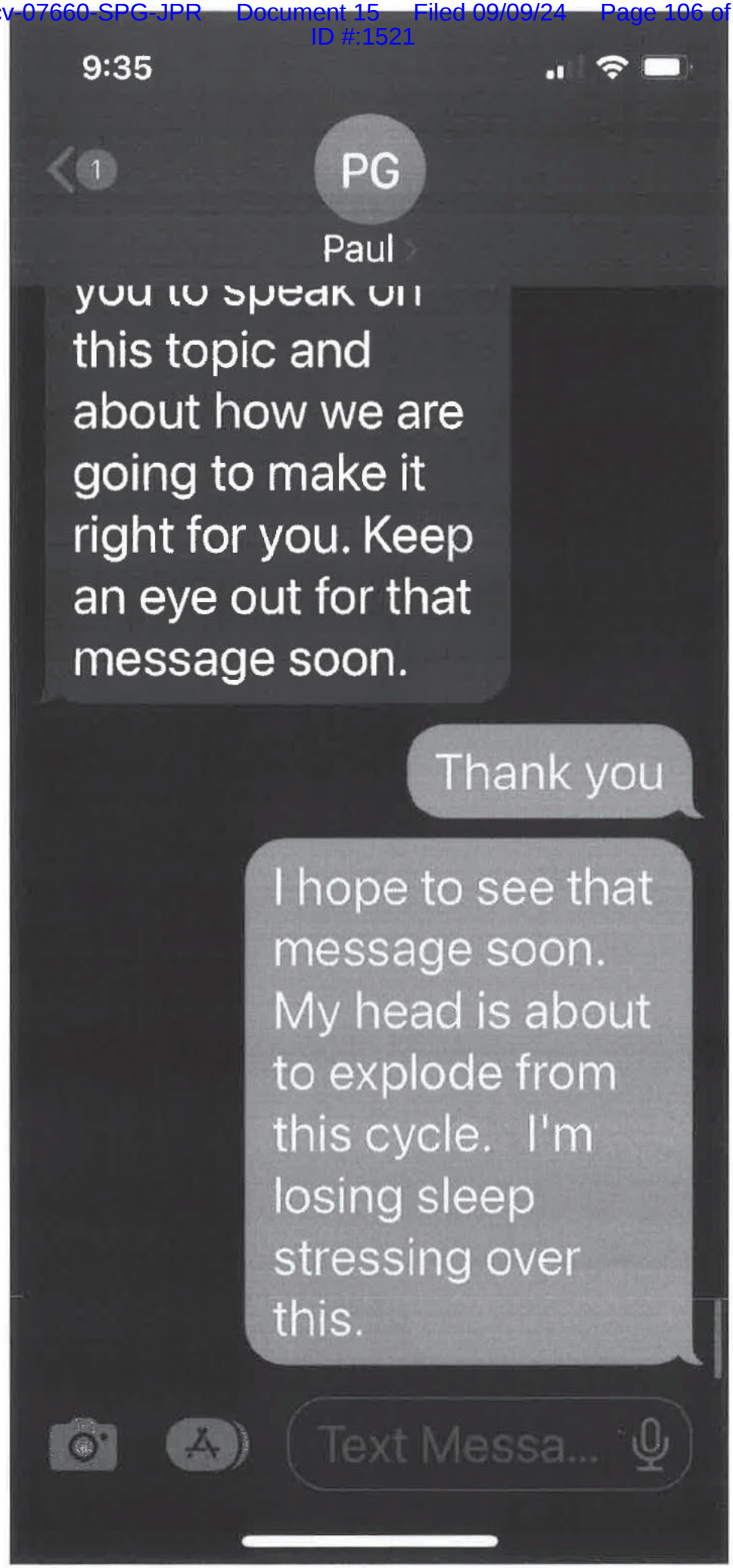

12:22
PG
Paul
I sent your company 50k for inventory 60 days ago.
Still zero in the store.
I am floating interest on this investment.
Right now - or in the near future - I should be getting a REFUND for sales that haven't
Text Messa...

90 days


9:34
1
PG
Paul
Right now - or in the near future - I should be getting a REFUND for sales that haven't happened in 60 days.
Right now there is NOTHING.
I am getting robbed blind and it sucks.
I want to speak to an Exec at your
Text Messa...


9:35
1
PG
Paul
I want to speak to an Exec at your company TODAY.
Wednesday 9:21 AM
Jason, because of this situation and how poorly it has been handled your Account Manager is getting let go from the company because of this poor performance. The director is
Text Messa...


9:35
1
PG
Paul
because of this poor performance. The director is going to be reaching out to you to speak on this topic and about how we are going to make it right for you. Keep an eye out for that message soon.
Thank you
I hope to see that message soon. My head is about
Text Messa...


9:35
1
PG
Paul
you to speak on
this topic and
about how we are
going to make it
right for you. Keep
an eye out for that
message soon.
Thank you
I hope to see that
message soon.
My head is about
to explode from
this cycle. I'm
losing sleep
stressing over
this.
Text Messa...

Attachment G

Invoice

Ascend Capventures LLC

Invoice number EF292C1D-0002
Date of issue June 27, 2023
Date due June 30, 2023
Company Name The Beginning of Forever LLC

Ascend Capventures LLC
1309 Coffeen Avenue
Suite 8847
Sheridan, Wyoming 82801
United States
+1 734-881-2200

Bill to
Jason Dean
[redacted]@gmail.com

$30,797.24 USD due June 30, 2023

Pay online

Description	Qty	Unit price	Amount
AVEDA by Aveda: Blue Malva Color Shampoo	205	$25.00	$5,125.00
Golden Rewards Jerky Recipe Dog Treats (Chicken Jerky, 64 oz, 1 Pack)	300	$27.08	$8,124.00
McCafe Premium Roast K-Cup Coffee Pods	300	$18.60	$5,580.00
Neutrogena Lightweight Body Oil for Dry Skinial Moisturizing Lotion for Nighttime	300	$22.00	$6,600.00
Nature's Bounty Ultra Strength Probiotic 10	300	$15.00	$4,500.00
Merchant fee @ 2.9% + 30¢	1	$868.24	$868.24
	Subtotal		$30,797.24
	Total		$30,797.24
	Amount due		**$30,797.24 USD**

pd.

Invoice

Ascend Capventures LLC

Invoice number EF292C1D-0001
Date of issue June 27, 2023
Date due June 30, 2023
Company Name The Beginning of Forever LLC

Ascend Capventures LLC
1309 Coffeen Avenue
Suite 8847
Sheridan, Wyoming 82801
United States
+1 734-881-2200

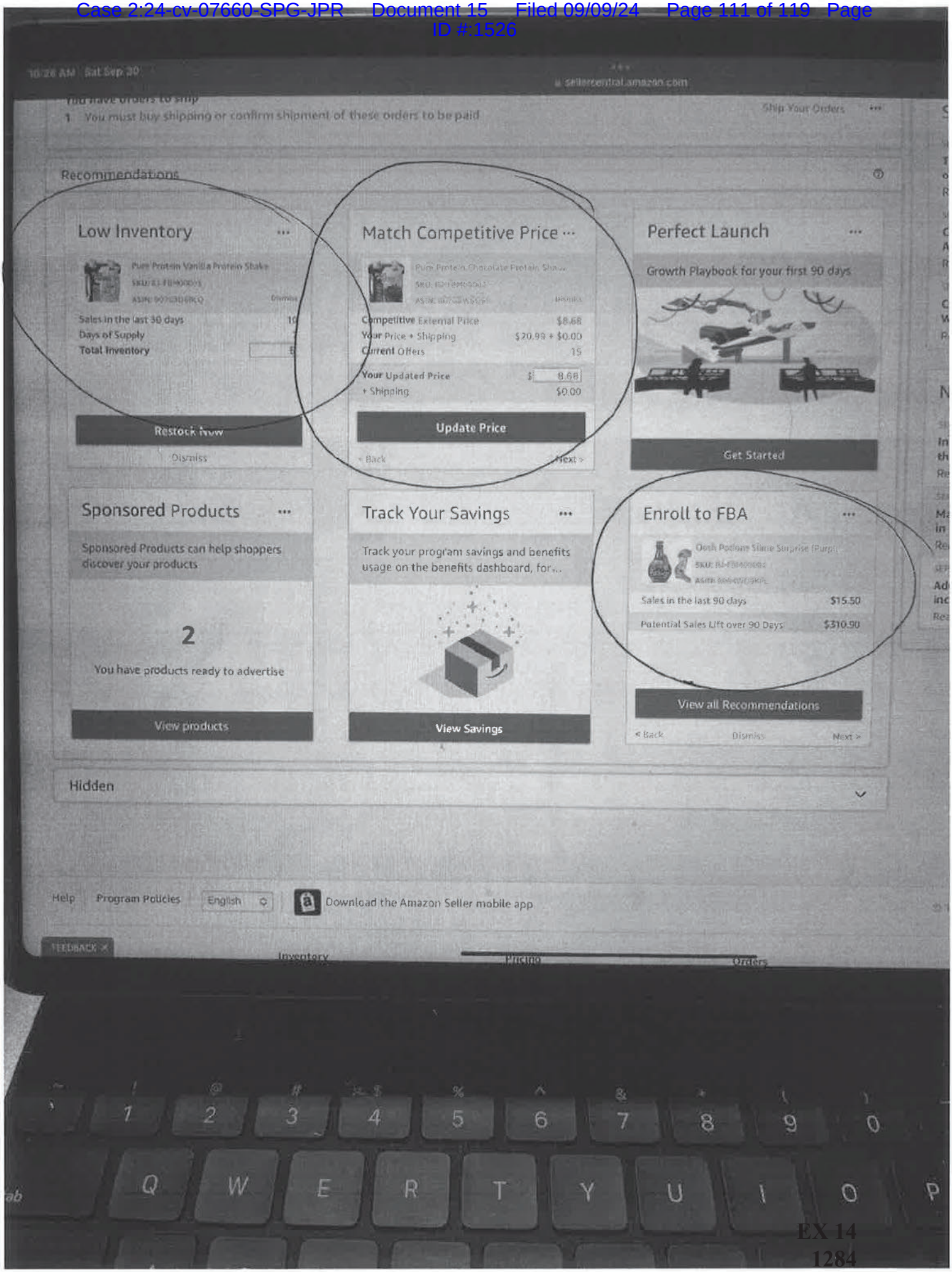
Bill to
Jason Dean
[redacted]@gmail.com

$19,885.73 USD due June 30, 2023

Pay online

Description	Qty	Unit price	Amount
Thrive Causemetics Highlighting Stick Eye Brightener	300	$8.00	$2,400.00
Kiehl's Creamy Eye Treatment W/Avocado .95 oz	300	$22.50	$6,750.00
Paula's Choice BOOST C15 Super Booster	300	$26.00	$7,800.00
AVEDA by Aveda: Blue Malva Color Shampoo	95	$25.00	$2,375.00
Merchant fee @ 2.9% + 30¢	1	$560.73	$560.73
	Subtotal		$19,885.73
	Total		$19,885.73
	Amount due		**$19,885.73 USD**

Attachment H


10:26 AM Sat Sep 20
sellercentral.amazon.com
You must buy shipping or confirm shipment of these orders to be paid
Ship Your Orders
Recommendations
Low Inventory
Pure Protein Vanilla Protein Shake
Sales in the last 30 days
Days of Supply
Total Inventory
Restock now
Dismiss
Match Competitive Price
Competitive External Price $8.68
Your Price + Shipping $20.99 + $0.00
Current Offers 15
Your Updated Price $ 8.68
+ Shipping $0.00
Update Price
< Back
Next >
Perfect Launch
Growth Playbook for your first 90 days
Get Started
Sponsored Products
Sponsored Products can help shoppers discover your products
2
You have products ready to advertise
View products
Track Your Savings
Track your program savings and benefits usage on the benefits dashboard, for...
View Savings
Enroll to FBA
Sales in the last 90 days $15.50
Potential Sales Lift over 90 Days $310.90
View all Recommendations
< Back
Dismiss
Next >
Hidden
Help
Program Policies
English
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Inventory
Pricing
Orders

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Toys & Games › Novelty & Gag Toys › Slime & Putty Toys



Roll over image to zoom in

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4.3 ★★★★☆ 1,130 ratings | Search this page

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FREE Returns

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May be available at a lower price from other sellers, potentially without free Prime shipping.

Color: Purple

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- NEW POTIONS SLIME SURPRISE: Mix and discover the best version of DIY Slime. Create magical potions by mixing in the magic ingredients ,repeating fun magic spells and watching magic happen. From color changing potions to glow in the dark potions there are (8) different magical potions to discover and collect !
- ENDLESS MAGIC FUN: Inside each potion bottle you will find (2) different potions to make, each with its own magic ingredients and storage bottle to take your potions everywhere with you. The contents in this bottle are great to use in arts and craft projects and discover new textures and scents. They are great for motor skills development, creativity and imagination.
- COLLECT THEM ALL: There are 4 vibrant magic potions to collect, each with two unique magic potions to discover !
- PACKAGE INCLUDES: (1) Magic Pot, (1) Magic Wand, (2) Potions Bottles, (3) Magic Mermaid Surprise Beads, (3) Magic Unicorn Surprise Sparkles, (1) Instruction Sheet, (1) Magic Dust Bag (6 grams), (1) Seashell Spell Activator (22 ml) (1) Sweet Seashells Liquid Glitter (46ml)
- OOSH : From sparkly silver slime, glowing fun foam to soft and stretchy cotton candy and magic potions, OOSH is the ooey, gooey umbrella brand of the most innovative compounds in the market

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FREE Returns

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Deliver to Jason - Marina D... 90292

In Stock

Qty: 1

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Buy Now

Ships from Amazon.com
Sold by Amazon.com
Returns Eligible for Return, Refund or Replace... within 30 days of...
Payment Secure transaction

Add to List

Add to Registry & Gifting

New (7) from $15.50 & FREE Shipping

Other Sellers on Ama...

$15.50

Search Amazon.com

Premier Protein Powder, Cafe Latte , 30g Protein... Save 5% Subscribe & Save 45,837 $20.89 $31.99 prime

Household › Diet & Sports Nutrition › Sports Nutrition › Protein › Ready to Drink



Roll over image to zoom in

Pure Protein Vanilla Protein Shake | 30g Complete Protein | Ready to Drink and Keto-Friendly | Vitamins A, C, D, and E plus Zinc to Support Immune Health | 11oz Bottles | 4 Pack

Visit the Pure Protein Store

4.4 ★★★★½ 1,057 ratings | Search this page

$10.59 ($0.24 / Fl Oz)

Did you know? With Prime Visa, eligible Prime members earn 5% back at Amazon.com. Find out how

Local Business

Brand: Pure Protein

Flavor: Vanilla Milkshake

Diet Type: Gluten Free

Number of Items: 1

Allergen Information: Milk

About this item

- HIGH PROTEIN, LOW SUGAR(1), GREAT TASTE. Enjoy this delicious low-fat, non-GMO shake with 30g of complete protein per serving to support your muscle strength; gluten-free and just 140 calories, these RTDs include 24 added vitamins and minerals—including vitamins A, C, D, and E plus Zinc to support immune health—but less than 1g of sugar
- 30G OF COMPLETE PROTEIN. Not all protein sources are complete protein; Pure Protein's 30g of quality protein per serving help you achieve your fitness goals by providing the building blocks your muscle tissue needs to grow and recover
- MADE WITH MILK PROTEIN ISOLATE, HIGHLY DIGESTIBLE AND SUITABLE FOR THOSE WITH LACTOSE INTOLERANCE.(2) A complete protein with all nine essential amino acids

$10.59 ($0.24 / Fl Oz)

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Deliver to 90292

In Stock

Qty: 1

Ships from

Sold by

New (15) fro

Pedialyte Sp

$68.34 $71.9

Save 5% more

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Match Competitive Price ···



Pure Protein Chocolate Protein Sha...

SKU: RJ-FBM00002

ASIN: B07G3WSQBL

Dismiss

Competitive External Price	$8.68
Your Price + Shipping	$20.99 + $0.00
Current Offers	15
Your Updated Price	$ 8.68
+ Shipping	$0.00

Update Price

< Back

Next >

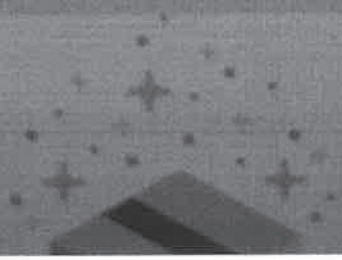
Perfect

Growth Play



Track Your Savings ···

Track your program savings and benefits usage on the benefits dashboard, for...

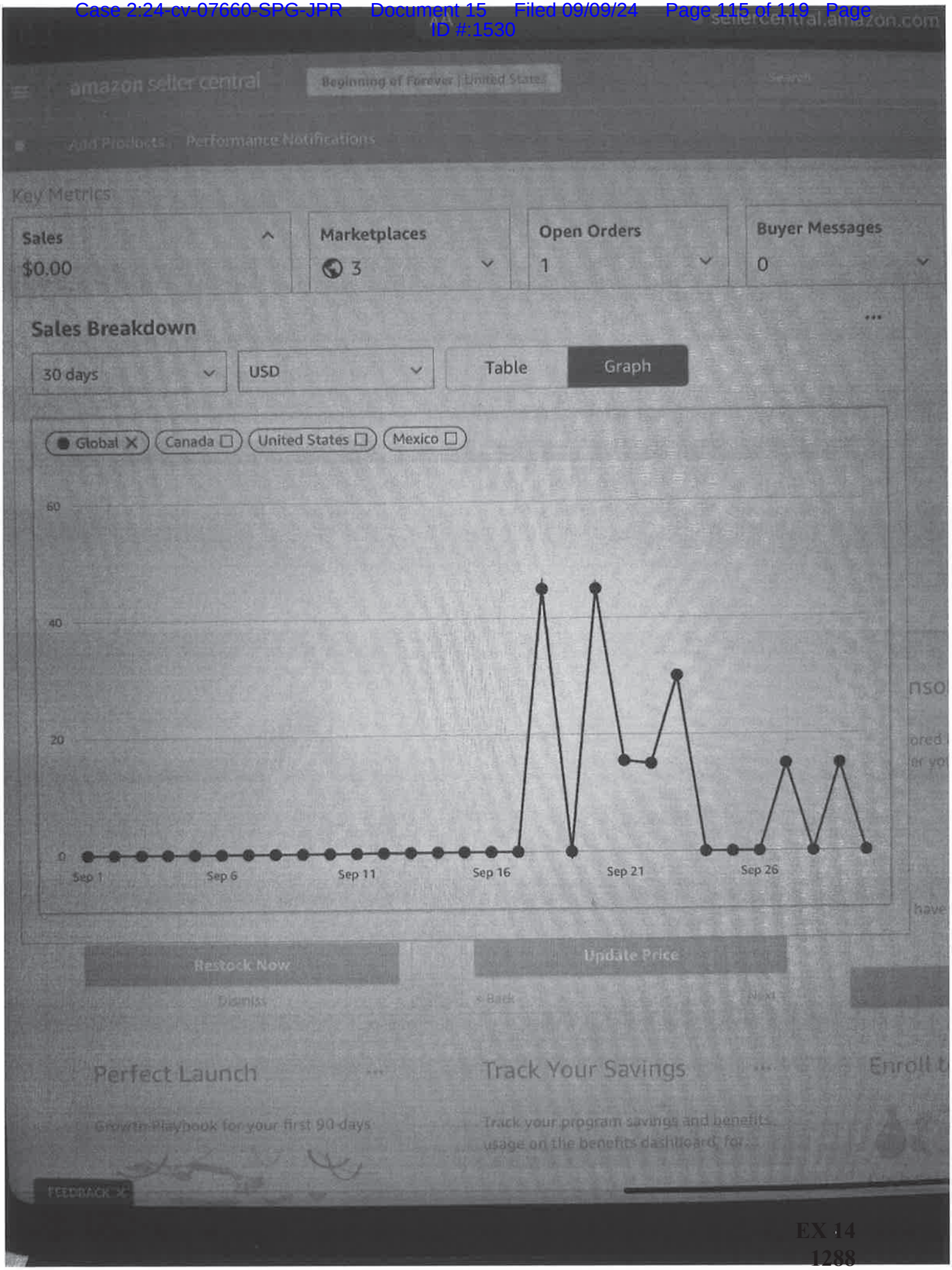


Enroll to



Sales in the las

Potential Sales


sellercentral.amazon.com
amazon seller central
Beginning of Forever | United States
Search
Add Products
Performance Notifications
Key Metrics
Sales
$0.00
Marketplaces
3
Open Orders
1
Buyer Messages
0
Sales Breakdown
30 days
USD
Table
Graph
Global
Canada
United States
Mexico
60
40
20
0
Sep 1
Sep 6
Sep 11
Sep 16
Sep 21
Sep 26
Restock Now
Update Price
Dismiss
Back
Next
Perfect Launch
Growth Playbook for your first 90 days
Track Your Savings
Track your program savings and benefits
usage on the benefits dashboard, for...
Enroll t
FEEDBACK

You have orders to ship

1 You must buy shipping or confirm shipment of these orde

Recommendations

Low Inventory ...



Pure Protein Vanilla Protein Shake ...

SKU: RJ-FBM00003

ASIN: B07G3D6BLQ

Dismiss

Sales in the last 30 days	10
Days of Supply	7
Total Inventory	5

Restock Now

Dismiss

Match



Competitive

Your Price +

Current Offe

Your Update

+ Shipping

< Back

Enroll to FBA ...



Oosh Potions Slime Surprise (Purpl...

SKU: RJ-FBM00004

ASIN: B084WD9KPL

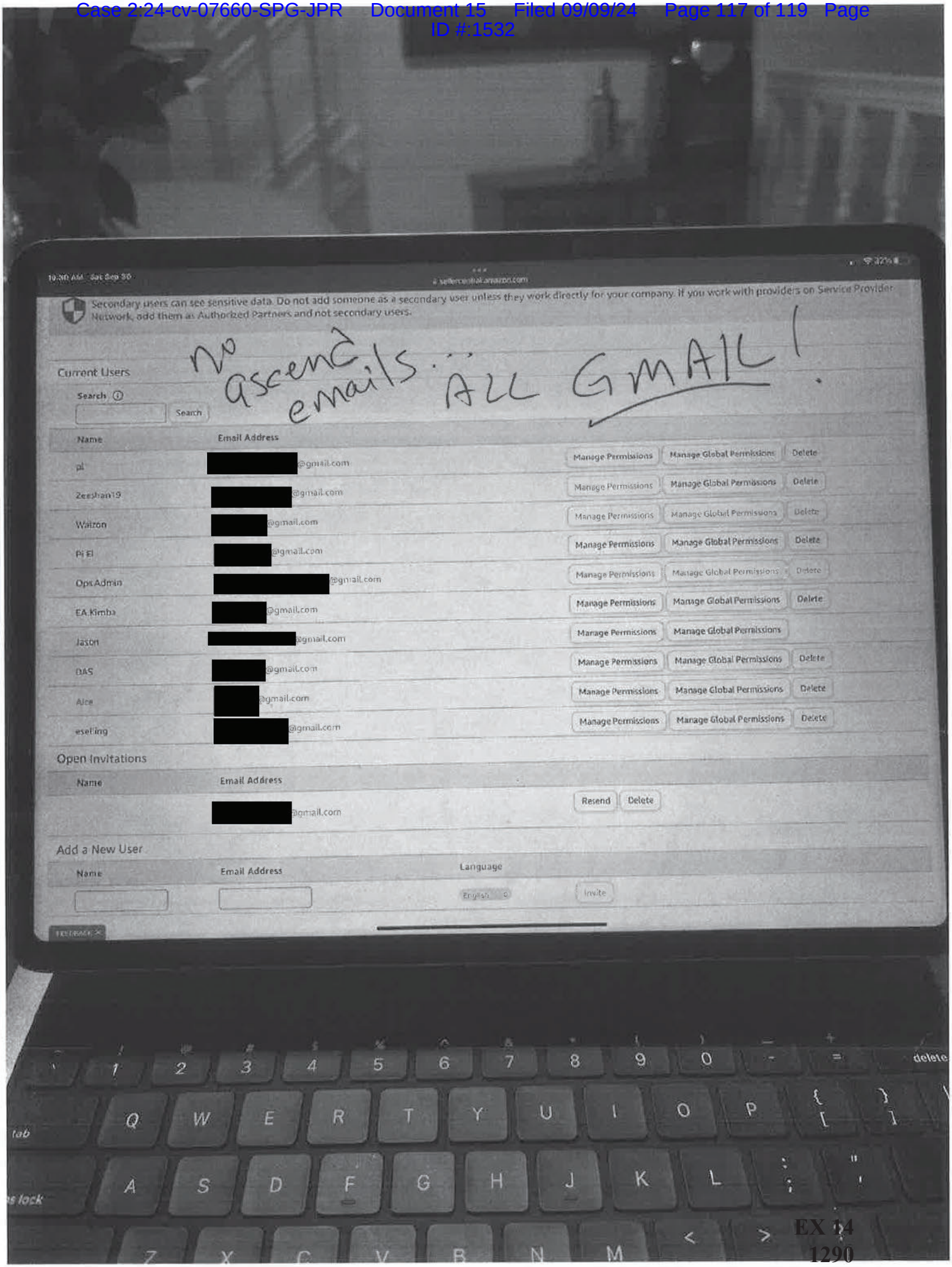
Sales in the last 90 days $15.50

Potential Sales Lift over 90 Days $310.90

Perfect

Growth Play




Secondary users can see sensitive data. Do not add someone as a secondary user unless they work directly for your company. If you work with providers on Service Provider Network, add them as Authorized Partners and not secondary users.
no ascend emails... ALL GMAIL!
Current Users
Search
Search
Name
Email Address
pl [redacted]@gmail.com
Zeeshan19 [redacted]@gmail.com
Waizon [redacted]@gmail.com
Pi El [redacted]@gmail.com
Ops Admin [redacted]@gmail.com
EA Kimba [redacted]@gmail.com
Jason [redacted]@gmail.com
DAS [redacted]@gmail.com
Alice [redacted]@gmail.com
eselling [redacted]@gmail.com
Manage Permissions
Manage Global Permissions
Delete
Open Invitations
Name
Email Address
[redacted]@gmail.com
Resend
Delete
Add a New User
Name
Email Address
Language
English
Invite

Case 2:24-cv-07000-SPG-JPR Document 15 Filed 09/09/24 Page 118 of 119 Page ID #:1533

EX 14
1291

10:41 AM Sat Sep 30 — sellercentral.amazon.com

none of these on inventory buy

Action on 0 selected | Search: SKU, Title, ISBN, A | Search | 7 product(s)

Filters: Status: All / Active / Inactive / Incomplete / Listing Removed / Search Suppressed — Fulfilled By: All / Amazon / Merchant — Additional filters

Status	Image	SKU Condition	Product Name ASIN	Date Created Status Changed Date	Available	Estimated fee per unit sold	Price and shipping cost Pricing status	Business Price + Shipping	Save all
Inactive (Out of Stock)		TZB07D5TVVWV New	Nerium Age ID Night & Day Moisturizer Combo - 3 Oml, Cream, All Skin Tones B07D5TVVWV	09/21/2023 18:10:33 09/21/2023 18:15:34	0	$19.08 Includes $4.08 FBA Fee	$ 100.00 + -- Featured Offer: -- Lowest price: -- View more	$	Edit
Active		RJ-FBMQ0004 New	Oosh Potions Slime Surprise (Purple) by ZURU DIY Slime Kit with Sparkles, Beads,and Glitter, Discover Magical Fluffy Putty Slime for Kids and Girls (Pur. B084WD9KPL	09/06/2023 22:09:25 09/06/2023 22:12:38	3	$2.33	$ 15.50 + $0.00 Migrated Template Featured Offer: $15.65 + $0.00 ✓ Competitive price ✓ Lowest price View more	$ + $0.00 Add quantity discounts	Edit
Active		R1-FBM00003 New	Pure Protein Vanilla Protein Shake	30g Complete Protein	Ready to Drink and Keto-Friendly	Vitamins A, C, D, and E plus Zinc to Support Immune Hea B07G3D6BLQ	09/06/2023 22:07:11 09/06/2023 22:09:59	5	$1.20	$ 15.00 + $0.00 Migrated Template Featured Offer: -- Competitive price: $8.68 | Match ✓ Lowest price View more	$ + $0.00 Add quantity discounts	Edit
Active		R2-FBM00002 New	Pure Protein Chocolate Protein Shake | 30g Complete Protein | Ready to Drink and Keto-Friendly | Vitamins A, C, D, and E plus Zinc to Support Immune.. B07G3W5QBL	09/06/2023 22:05:19 09/06/2023 22:08:31	1	$3.15	$ 20.99 + $0.00 Migrated Template Featured Offer: -- Competitive price: $8.68 | Match Lowest price: $20.97 + $0.00 | Match View more	$ + $0.00 Add quantity discounts	Edit
Inactive (Out of Stock)		R1-FBM00001 New	Parmalat 2% Reduced Fat Milk 1 Qt (Pack of 6) B07G8WN12V	09/06/2023 22:00:24 09/07/2023 21:50:14	0	$0.93	$ 11.65 + -- Migrated Template Featured Offer: -- Competitive price: $13.78 Lowest price: $32.34 + $0.00 View more	$ + -- Add quantity discounts	Edit
Inactive (Out of Stock)		Jar-50 New	Timeless Vitamin C Plus E 10 Percent Ferulic Acid Serum Serum Unisex 1 oz B0B9Z7C4RB	07/19/2023 18:38:15 07/19/2023 18:43:03	0	$6.86 Includes $3.86 FBA Fee	$ 20.00 + -- Featured Offer: $14.05 + $0.00 Competitive price: $14.29 Lowest price: $14.05 + $0.00 View more	$ + -- Add quantity discounts	Edit
Detail Page Removed	No image available	aly-50-cap New	Porsche Black Crest Logo Cap, Official Licensed B0071BQ3M6	07/19/2023 18:37:15 07/19/2023 18:42:51	0	--	$ 50.00 + -- Featured Offer: -- Competitive price: $48.99 Lowest price: -- View more	$ + -- Add quantity discounts	Edit

Attachment I