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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 VI

Exhibits 16-19

Pages 1466 to 1870

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 VI – Exhibit List

Ex.	Description	Beginning Page #	Ending Page #
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19	Declaration of Chris Walden	1721	1870

Exhibit 16

DECLARATION OF JAMAAL SANFORD

1. My name is Jamaal Sanford. I am over 18 years old and live in Springfield, Missouri. The following statements are within my personal knowledge.

2. In approximately October 2021, I was looking for passive income opportunities, specifically, an e-commerce business. I looked at different companies and reviewed a few contracts. I was referred to Ascend Ecom ("Ascend") through a company called Optimyze Digital. I saw ads on Instagram and videos on YouTube. Perla Rojas from Optimyze Digital sent me a link to a YouTube video from an Ascend Ecom client. Perla Rojas stated this client recouped his investment in eight months. Attached as **Attachment A** is a true and correct copy of an email in which Perla Rojas told me this information. Also, Perla Rojas sent a Google docs spreadsheet with the client projections.

3. Before signing with Ascend Ecom, I had a zoom call with Will Basta. Mr. Basta is the founder and owner of Ascend. During this call, Will Basta stated clients recoup their initial investment within eight and twelve months. Will Basta also mentioned that, typically, by the second year clients were making approximately $10,000 per month.

4. After discussions, I thought Ascend was best suited to what I was looking for. I learned from Ascend's marketing that Ascend would provide a hands-off store on Amazon. They would do research; they had algorithms for what was the best product; they had a process – they knew what people were likely to buy. They had warehouses where all inventory would be sent. I reviewed their contract and decided to sign with them because they offered a 24-month buyback guarantee. Also, Ascend Ecom did not have a non-disparagement clause.

5. I signed a contract with Ascend Ecom LLC in November 2021. Attached as **Attachment B** is a true and correct copy of the proposal and contract I signed. I paid $35,000 for the initial fee by wire transfer. Attached as **Attachment**

C is a true and correct copy of an invoice I received from Ascend for $35,000 for "AMZ Automation."

6. I never received any document from Ascend Ecom or Optimyze Digital with any information substantiating the earning and profit claims I saw online or what Perla Rojas or Will Basta told me. I also never received a document telling me whether Ascend Ecom or Optimyze Digital had been subject to legal action or a list of consumers who purchased Ascend's services in the past three years.

7. My understanding of the agreement was that Ascend personnel would research the items for my inventory and I would purchase the items. The items would be sent to Ascend and Ascend would be responsible for the listing, packing, and shipping of the items. I was mainly responsible for creating the store, giving Ascend employee permissions in the store, and paying for my inventory.

8. The name of my limited liability corporation is Pinnacle ECom LLC. The name of my store was Pinacle ECom. The email I used was [redacted]@gmail.com.

9. My store started off very slow. I first started seeing any activity after two months. Ascend Ecom told me to open an American Express credit card to purchase inventory. Ascend Ecom billed me $90.00 per month for software that would help find inventory. On or about May 13, 2022, I reached out to Will Basta via email to discuss the poor performance of my Amazon store. On June 7, 2022, I requested a refund from Ascend. Attached as **Attachment D** is a true and accurate copy of the email exchange, including emails from Will Basta and Jeremy Leung.

10. On or about August 2022, Ascend Ecom spent over $20,000 in inventory. Items in my store were not selling because they were not competitively priced. I told Ascend to stop buying inventory, because I was not having any sales.

11. In January 2023, I posted a negative review on Trustpilot. Attached as **Attachment E** is a true and correct copy of this review.

12. On or about January 12, 2023, I sent an email to Will Basta and Jeremy Leung, co-owner and co-founder of Ascend, requesting a refund. Jeremy Leung rejected my request for a refund, saying that the contract provided that I could only get money back after 24 months. On January 17, 2023, Will Basta emailed me, saying "Writing a public review, without a call prior with me after we chatted last summer, is pretty unfortunate. I have been dealing with some serious family health issues the last couple of weeks, without the ability to get to my emails except for today." He asked me to remove the review until we had a chance to speak. I decided to leave the review up. Attached as **Attachment F** is a true and accurate copy of this email exchange.

13. On a call, Will Basta offered me $23,000, but I declined. I was not willing to accept giving them $12,000 for not doing anything. Will Basta offered that I could work directly with Jessica Sijan, head of client services. Jessica was highly incompetent and failed to follow through on any of the promises that she and Will made to try and resolve the issues.

14. Time passed, and on or about March 17, 2023, I received an email from Ascend to work directly with a wholesaler. On or about March 24, 2023, I paid $30,807.12 for inventory to do this based on an invoice Ascend provided. Attached as **Attachment G** is a true and correct copy of a receipt for this payment; **Attachment H** is a true and accurate copy of the email exchange regarding this opportunity.

15. I noticed that the products I paid for were not in my store and I submitted a complaint to the Better Business Bureau.

16. On June 01, 2023, my wife received a very scary threat via text message The message contained a picture of a severed head and said:

> "Your husband has angered some people with his ignorance. The type he does not wish to anger. I suggest you have him remove the reviews. He will know what you mean."

Attached as **Attachment I** are true and correct copies of the text message sent to my wife and email that was sent to me.

17. Around the same time, I received a threatening email that mentioned my daughter and where she went to school. It also said that I should remove the review. At the time of the threats, I was in an area that did not have good reception. Finally, when I was able to acquire reception, I had several missed calls and messages from my wife asking if I was okay. The threatening messages were very disturbing to me and my family. I had not owned a security system before but after the threats, I feel it is necessary. This has been an additional expense.

18. On or about July 31, 2023, my store was suspended because Ascend had listed counterfeit products in the store. I received a notification from Amazon via email. Attached as **Attachment J** is a true and correct copy of the email. I started receiving customer complaints and decided to contact Amazon directly. I asked Amazon what needed to be done to have my store reactivated. Amazon stated we needed to provide a receipt from the vendor showing we had authorization to sell the products and that the products were not counterfeit. Attached as **Attachment K** is a true and accurate copy of an email I received from Amazon.

19. On or about August 15, 2023, I emailed Ascend regarding the status of my Amazon store. I had notified Ascend about my store being deactivated and they were supposed to handle the reactivation by providing the receipt from the vendor. Ascend did not respond, or did not adequately respond, to Amazon's inquiries about my product. Attached as **Attachment L** and **Attachment M** are true and accurate copies of the emails.

20. Ascend Ecom told me they had responded to Amazon and I found out they had submitted a forged invoice, supposedly from ZO Skin Health, Inc. I learned that the invoice was forged because I asked Ascend to send me a copy of the document they had sent to Amazon. After receiving the document from Ascend,

I had it reviewed by the legal team at ZO Skin Health, Inc. and they confirmed that the invoice was not issued by ZO Skin Health, Inc. Attached as **Attachment N** is a true and correct copy of the invoice; **Attachment O** is a true and accurate copy of my email exchange with ZO Skin Health, Inc.

21. I lost about $35,000 from my dealings with Ascend. These are funds that I could have used for my son's college, my daughter's graduate school or to invest for my retirement. Losing this money impacted my ability to provide for my family. I am in my late forties, and $35,000 is a significant amount of money. I will never be able to have an Amazon store because of Ascend Ecom.

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

Executed on Jul 2, 2024, at Springfield, Missouri.

Jamaal Sanford (Jul 2, 2024 19:30 CDT)

Jamaal Sanford

Sanford, Jamal First for signature

Final Audit Report 2024-07-03

Created:	2024-07-02
By:	
Status:	Signed
Transaction ID:	CBJCHBCAABAA658-rLZohQ9GVSr4WcZTy9leygFqM9QP

"Sanford, Jamal First for signature" History

Document created by
2024-07-02 - 7:52:55 PM GMT

Document emailed to Jamaal Sanford @gmail.com) for signature
2024-07-02 - 7:54:13 PM GMT

Email viewed by Jamaal Sanford @gmail.com)
2024-07-03 - 0:20:22 AM GMT

Document e-signed by Jamaal Sanford @gmail.com)
Signature Date: 2024-07-03 - 0:30:53 AM GMT - Time Source: server

Agreement completed.
2024-07-03 - 0:30:53 AM GMT

Attachment A

Attachment A

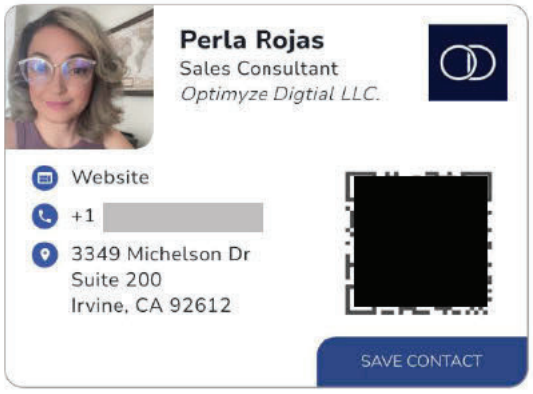
Begin forwarded message:

From: Perla Rojas <perla@optimyzedigital.com>
Date: March 9, 2022 at 11:04:43 AM CST
To: JAMAAL SANFORD [redacted]@sbcglobal.net>
Subject: Interview 2022 Amazon Ascend

Have you seen this YouTube video of our client ? He breaks even in 8mths!

Youtube Interview with James

--



Attachment B

Amazon FBA Management Agreement



Prepared for:
Jamaal Sanford
Created by:
Ascend Ecom LLC

Document Ref: NYA42-DN5DY-AE4MJ-3EV3Z

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 following deliverables:

Services (from Manager)	Cost (to client)
Amazon Store Build + FBA product sourcing	35000
Amazon Store Management + Growth	30% Of Monthly Net Profits"
Reseller Certificate	$50.00-100.00
Private Label Product (Optional)	N/A
Monthly Software fee (subject to change, first two months waived)	$89-$300

By signing this Consulting 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 MASTER SERVICES AGREEMENT

This Amazon Master Services 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 Ecom LLC, a Wyoming Limited Liability 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

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 Services

· Reseller Certificate Services

· Product research, sourcing, selecting and listing of products for sale on amazon.com

· Sourcing Wholesale Contracts on behalf of client, (tracked via CRM)

· Handling customer service, returns, issuing refunds, bookkeeping, and handling all issues that arise concerning Client's Amazon.com seller account including customer claims, 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 2.5.

· In the rare and unlikely event Client's amazon.com store becomes suspended, Manager will handle all duties to reinstate 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 retains the right to provide and use an outside contractor at the Manager's discretion without notifying the Client 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, Manager will act as an independent contractor. Accordingly, Manager will not be required to devote its full time to representing Client. Manager 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.

1.4 No Financial Responsibility. 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.

1.5 Best Efforts. Manager will service Client in a professional manner and to the best of its abilities. Manager cannot and does not guarantee the outcome of its services. Manager cannot and does not guarantee that Client will generate a certain amount of income.

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 privileges 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 $25,000 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 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 3 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 $ 35000 USD, of which $ 35000 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 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.

2.5 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 that is earned from selling on Amazon.com.

2.6 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 $5,000 to reduce Manager's ongoing compensation commission share by 5%. Client may additionally offer to pay Manager an additional $5,000 for another 5% commission share, which Manager has sole discretion whether to accept. 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.

2.7 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 defined 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 sixty (45) days during the term of this Agreement.

2.8 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.

2.9 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 24 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 $25,000 in working capital monthly for inventory after the 6 month mark since launch, the term will 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 $25,000. The term will automatically renew for an additional 12 months, unless Client or Manager provide written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 24-month term, if the Client has not made back their initial service fee of $ 35000 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 24th 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 and "cash back" credits earned from Client's credit cards used on 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.

3.3 Client's Sale of Store. If Client decides to sell the store to a buyer at any time during or after 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 a statement with an invoice on the first of the month 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 5 days (five days) from receipt of invoice. If client fails to pay within 5 days (five days) a late fee of 5% (five percent) will be incurred on payment due.

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 2.5 of this Agreement.

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 2.5 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 start at $0/month for the first 30 days but are not guaranteed to remain constant throughout the term.

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 by Amazon.com. No refunds will be given; 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.

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.

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 without Client's consent to any firm, corporation or other entity of which Manager is an officer, partner, employee, or consultant.

6.4 No Encumbrances. Each Party warrants that it is free to enter into and to perform under this Agreement and to grand 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; dropshipping, private label , additional wholesale brands.

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 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

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.

Jamaal Sanford

X Jamaal Sanford

By: Jamaal Sanford

Date: 2021-11-15

Ascend Ecom LLC

X

By: ascend ecom llc

Date: 2021-11-15

Document Ref: NYA42-DN5DY-AE4MJ-3EV3Z

Signature Certificate

Document Ref.: NYA42-DN5DY-AE4MJ-3EV3Z

Document signed by:



Jamaal Sanford

Verified E-mail:
[redacted]@gmail.com

IP: [redacted] Date: 15 Nov 2021 17:40:30 UTC





Will Basta

Verified E-mail:
will@veralmagroup.com

IP: 75.82.201.253 Date: 15 Nov 2021 17:43:06 UTC



Document completed by all parties on:

15 Nov 2021 17:43:06 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

Attachment C

Ascend Ecom
1309 Coffeen Avenue, Suite 2784
Sheridan, WY 82801
8453990676

INVOICE

ASCEND
SUSTAINABLE · TRANSPARENT · INNOVATIVE

Invoice #:	111621-03
Invoice Date:	11/16/21
Amount Due:	$0.00

Bill To:
Jamaal Sanford
[redacted]
United States

Due Date
11/19/21

Item	Description	Quantity	Price	Amount
AMZ Automation	Amazon Wholesale Services	1	$35,000.00	$35,000.00

Bank Details:
Chase
Account Name: Ascend Ecom LLC
Account Number [redacted] 7352
Routing Number:
[redacted] (if ACH or direct deposit)
(if wire)
Address:
232 Grand Boulevard, Venice CA 90291

Subtotal:	$35,000.00
Sales Tax:	**$0.00**
Total:	$35,000.00
Payments:	$35,000.00
Amount Due:	$0.00

To pay online, go to https://app02.us.bill.com/p/ascendecom

Attachment D

From: **Jeremy Leung** <jeremy@ascendecom.com>
Date: Tue, Jun 14, 2022 at 1:18 PM
Subject: Re: Call - Store performance
To: jboogie [redacted]@gmail.com>
Cc: Will Basta <will@ascendecom.com>, Raymond Villanueva <raymond@ascendecom.com>

Hi Jamaal

Thanks for your e-mail and bringing this to our attention. I have asked our team to pay closer attention to your store ot ensure we address issues a little more proactively in the future.

I have reviewed your store, we are currently testing a few advertising strategies that improve the quality of our SEO across all our clients listings so we should see a bump in sales within the next couple of weeks or earlier if the strategies kick in.

Our focus will be selling your current inventory.

Regards

Jeremy

On Tue, Jun 14, 2022 at 10:45 AM jboogie [redacted]@gmail.com> wrote:
So it's been a week and I haven't received a follow up. Let me help you out with
- $5593.33 purchased in inventory YTD
- 6 months in and only $2101 in actual sales.
- Since May 18 only $324 purchased in inventory
- Questionable inventory purchased that hasn't moved at all and isn't competitively priced
- Lack of consistency with store managers - limited communication and can't answer questions

I am supposed to be relying on you guys as experts to navigate this process and build a sustainable hands-off business, yet I have to bring things to your attention in an effort to move things forward, yet you are not able to deliver or instill any level of confidence that this is moving on a positive direction.

The client experience you promote via social media is definitely not in line with my experience. If I were to publicize my experience with Ascend so far as captured above, how do you think that would go over for your target audience?

If you can't deliver, let's not drag this thing out. Please either tell me how you are going to rectify this or cash me out.

Thanks,

JS

On Tue, Jun 7, 2022 at 3:40 PM Will Basta <will@ascendecom.com> wrote:
Hey Jamaal,

We are happy to set up a call to discuss and audit your business and the acceleration of it. Unfortunately we don't do refunds prior to the buyback date. That being said, I'm going to have the team look into what's going on and we will get back to you with a full POA/ growth plan based on what we pulled together data wise.

Please standby, will be in touch shortly.

Will

On Tue, Jun 7, 2022 at 12:18 PM [redacted]@gmail.com> wrote:
Guys, this isn't working. Who can assist me in opting out and getting my money back?
Thanks,

JS

On May 16, 2022, at 2:58 PM, Raymond Villanueva <raymond@ascendecom.com> wrote:

Hi Jamaal,

Thank you for your email. I'll send an invite via Google Meet for the said time.

Regards

On Sat, May 14, 2022 at 11:53 PM [redacted]@gmail.com> wrote:
I am traveling Monday and won't be available. Tuesday at 4:00 pm PST will work.

On May 13, 2022, at 4:43 PM, Raymond Villanueva <raymond@ascendecom.com> wrote:

Hi Jamaal,

May I please have your available time on Monday so that we can get on a call to discuss our strategies in place for your store?

We hope to hear from you soon.

Regards,

On Thu, May 12, 2022 at 6:18 PM Will Basta <will@ascendecom.com> wrote:
Hey Jamaal,

CC'ing Raymond here to setup a strategy call with you to discuss.

Best,

Will

Sent from my iPhone

> On May 13, 2022, at 05:00, [redacted]@gmail.com wrote:
>
> Hi Will,
> I need to set up a time where we can speak regarding my Amazon store and the performance to date.
> Thanks in advance for your response.
> Regards,
> Jamaal Sanford
> 417-693-5169

--

Raymond Villanueva
Client Relations Associate at Ascend Ecom

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

--

Raymond Villanueva
Client Relations Associate at Ascend Ecom

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

--



Will Basta
Co-Founder & CRO at Ascend Ecom

W www.ascendecom.com **E** will@ascendecom.com
A 2219 Main St. Santa Monica, CA



Calendar Coordinated by: Mia@ascendecom.com

Attachment E

Reviews

Review of AE

JS
Jamaal Sanford
1 review

Jan 17, 2023

Merged
Verified

Ascend Struggles to deliver what they promise

I have been with Ascend for a little over a year and to say it has been a disappointing experience is an understatement.

Ascend claims that the typical time to recoup your investment is 12-14 months. To date, I have not shaved a dime off of my initial investment. In fact, I am in the hole approximately $8000 (on top of initial investment) due to purchased, unsold inventory.

Primary issues/concerns:
- High Turnover with store managers/ Store Manager competency
- Follow up and communication after onboarding (has improved after being moved to 'VIP team')
- Questionable product purchases - demand; pricing/profitability
- Transparency - inventory purchasing records; lack of easy access to review store financial performance
- Change in systems: Ryver, ClickUp; Google Docs; App Sheet;
- Information Security: Store Managers and support team primarily use gmail accounts to access store so there is a lack of control if an employee/ex-employee is disgruntled; Credit Card info is stored in a google doc. which obviously is not the most secure method to prevent fraud/theft.

Approximately 6 months in, there was less than $10,000 in purchased inventory and I had only $2700 in sales (not profit). There would also be extended periods of inactivity on my account. I had a conversation with Will Basta and he acknowledged that the store performance was disappointing and agreed to make some changes to try to improve the situation. I was moved to a different support team and definitely saw an increase in activity. Unfortunately, they went overboard and purchased over $20,000 in inventory in one month. The business

model was presented that they would purchase products that would move quickly so that you can pay off your inventory purchases each month. This has NOT been the case for me. It has been several months and the sales have not covered the cost of inventory thus far and some products have zero sales.

Regarding product selection/pricing, below is an example that illustrates why the performance of my store has not met expectations.
Purchase Price/Unit: $87.24
Fee Estimate (Amazon): $46.12
Total Cost: $133.36
Sales Price: $139.00
Margin: $5.64
Competitor Price: $96.91
Sales (Units): 0
Sales ($): $0
Amazon fees (inbound transportation/storage): $440.65
So I am already in the hole and it's obvious that this product will not move without a significant cost reduction which will result in a substantial loss considering the competitor price is over $40 less.

For a business that is supposed to be hands off, I have had to have multiple communications with this team to point out issues and concerns in order for them to take action. Keep in mind, I have no experience in this space.

If you notice on social media, they typically don't allow comments/reviews. When I have attempted to post my experiences on Instagram, the comment was quickly removed. When I posted a review on Facebook, the ability to leave reviews was removed shortly thereafter.

I am stuck in this situation until my buy back period is reached (24 months), if they are still in business. I just wanted to warn others out there that what they present in their marketing campaigns is not the experience that I have had. I have spoken with other clients that have had similar experiences, so I know I am not alone with my frustrations. It's a lot of money to invest and I would want to have this information before making this kind of decision.

Date of experience: January 17, 2023

EditDeleteShare
Previous1Next page

Attachment F

---------- Forwarded message ---------
From: [redacted]@gmail.com>
Date: Wed, Jan 18, 2023 at 3:16 PM
Subject: Re:
To: Mia Milašević <mia@ascendecom.com>

Actually, 9:00 am PST will work better.

On Jan 18, 2023, at 2:47 PM, Mia Milašević <mia@ascendecom.com> wrote:

Hello,

Hope your week is going well.

Can you please tell me if Friday at 9/10/12/1 PM PT works for you to meet with Will?

On Wed, Jan 18, 2023, 21:21 Will Basta <will@ascendecom.com> wrote:

Ok. We will make something work. It will give me Thursday to dig into the data/ inventory/etc.

@Mia Milašević Please find time for a zoom audio call with JAmal for Friday and plot on the calendar for us.

Thanks,

Will

On Wed, Jan 18, 2023 at 12:15 PM [redacted]@gmail.com> wrote:

I am pretty flexible. I actually have a call scheduled with my store task force from 11:30 to 12:30 CST. My only other meeting is from 1:00 to 2:00 CST.

On Jan 18, 2023, at 12:58 PM, Will Basta <will@ascendecom.com> wrote:

When are you free friday. My team is working on a solution for you, and will provide you the update Friday when I'm back in the office.

On Wed, Jan 18, 2023 at 6:21 AM [redacted]@gmail.com> wrote:

Hi Will,

I slept on it and have decided to leave the review up for now. As a show of good faith though due to your personal situation, I will refrain from taking further action publicly until Friday.

Regards,

JS

On Jan 17, 2023, at 7:19 PM, Will Basta <will@ascendecom.com> wrote:

hello,

I understand.As mentioned in the last email, can you please temporarily take down the review... up until we have our resolution call? I would really appreciate it as this is my side of the business to decide these things with my teams , we will then set up a call for next week to go over. Jeremy's decision will be reassessed completely, but as mentioned I am just out until Thursday, so I didn't assess the email thread. Please remove it for now with the obvious option to put it back, I will work over the weekend on your case and we'll have a meeting on it next week.

Please Let me know.

Thanks.

On Tue, Jan 17, 2023 at 5:07 PM [redacted]@gmail.com> wrote:

Hi Will,

Sorry to hear you have some family issues going on right now. It's never an easy thing to deal with. Obviously, I had no idea that you weren't available to respond. You were included in the email so my intention was for you to be a part of the communication. That being said, my terms have been laid out and Jeremy responded. So, I understand your collective position and will handle it my way. Trust Pilot is the first step and will not be the last unless you change your position.

Although Jeremy is trying to deny it, you and I both know you guys are struggling to deliver and I am not just referring to myself. I don't expect you to acknowledge it in writing but you know the deal. Hopefully, from our previous conversation you get that I am pretty organized and detail oriented. I am not going to defame or disparage you but I will lay out very specific facts and I keep receipts. There are some other things I've learned, but I don't have proof yet, so I didn't include them in my review, but if they are true…… I'll be the least of your worries.

If I am going to get screwed, I might as well save some others from making the same mistake I did.

I do sincerely hope we can come to a resolution. This type of thing is so draining and time consuming.

Hope to hear from you soon.

Regards,

JS

On Jan 17, 2023, at 6:08 PM, Will Basta <will@ascendecom.com> wrote:

Hey Jamaal,

Writing a public review, without a call prior with me after we chatted last summer, is pretty unfortunate. I have been dealing with some serious family health issues the last couple weeks, without the ability to get to my emails except for today. Jeremy's side of the business is simply not client services so apologizes about his abrupt response without analyzing the situation. Are you able to remove this review, with the ability to add it back, but please have a call with us first? I really need a couple days to dig into the actual data on your business and everything, to see if Jessica (our head of client services) and myself can come to a solution/ outcome for you of which you are satisfied. I would really appreciate it if you could remove the review for now, then we can get something scheduled for early next week. I need another day with my family and I will dig into this on Thursday. My word.

Please let me know.

thanks.

On Tue, Jan 17, 2023 at 8:49 AM Will Basta <will@ascendecom.com> wrote:

Hey Jamaal,

I also would like to add that we are in the middle of implementing HIPAA complaint employee monitoring software. This will be there to ensure performance on clients' stores and be an additional compliance tool for quality improvement.

On Tue, Jan 17, 2023 at 8:08 AM Jeremy Leung <jeremy@ascendecom.com> wrote:

Hi Jamaal,

I should also mention that we have implemented your store to receive subsidized shipping from us on orders that surpass $12.50 domestic shipping with ups for up to 150 Lbs and we throw in next day delivery on those orders so all your customers will receive next day for those items we are subsidizing shipping. We will also provide 8 labels free of charge as a gesture of goodwill that you can either apply to fbm orders of your store, or you can use for other purposes.

Should you wish to use this for your own business or any businesses of any friends or family you own, we will extend this to them too, for example if you want to resale. This is 12.50 next day delivery for up to 150 lbs.

We will also subsidize DHL international shipping for up to 200 lbs for overseas shipping and cap the rate at $80 for you.

We are offering this while we are getting your store back on track.

Regards

Jeremy

On Tue, Jan 17, 2023 at 11:53 PM, Jeremy Leung <jeremy@ascendecom.com> wrote:

Hi Jamaal,

We respectfully decline your offer of an early refund and the terms of our agreement are clearly outlined in the contract.

FBA being the nature of what it is, involves product research, ordering the product, receiving the product, prepping the product and then shipping the item to FBA warehouse then waiting for FBA to check in the inventory can take up to 1.5 months depending on what time of the year it is.

Unfortunately, we cannot look in the crystal ball and see whether other stores have discovered that same product and are planning to list that same product. In the event this happens, over time, the profit made on these items like the one you showed will make up for the losses especially when we have FBM running on your store. With FBM, we are able to turn over the inventory significantly quicker as we can list and fulfill a product within 24 hours of finding it. We are shipping over 1000 packages a day from our two Dallas facilities, both of which we have open to clients or prospective clients.

If you feel that we have breached the contract, we are more than happy for you to meet with our lawyer, but in the meantime we will continue working on your store as we promised to in the contract

Regards

Jeremy

On Tue, Jan 17, 2023 at 10:52 PM, [redacted]@gmail.com> wrote:

Another example of the business being mismanaged:

<image.png>

<image.png>

Purchase Price/Unit: $87.24

Fee Estimate: $46.12

Total Cost: $133.36

Sales Price: $139.00

Margin: $5.64

Competitor Price: $96.91

Sales (Units): 0

Sales ($): $0

I have MULTIPLE examples of this kind of incompetence. You have proven to me time and time again that you are unable to deliver. You have until Friday to respond.

JS

On Mon, Jan 16, 2023 at 9:50 AM [redacted]@gmail.com> wrote:

Jeremy,

I beg to differ. You are having significant challenges in delivering for your clients and I am one of them. When I said multiple clients have reached out to me, that is exactly what I mean and I am not referring to a 'disgruntled employee'. My review on your facebook page is the reason that the ability to review your company was removed and all I did was outline my experience with Ascend up to that point. All facts supported by data. Somehow, people are still able to access that review.



Jamaal Sanford doesn't recommend **Ascend Ecom.**

Jun 29, 2022 ·

I have been a client for a little over 6 months. Ascend does not seem to be equipped to deliver on what they promise. My experience has consisted of the following: multiple changes in store managers; questionable product purchases (pricing and demand); lack of purchasing inventory (I secured $50,000 in working capital and in 6 months they have purchased less than $10,000 in inventory); only $2700 in sales in 6 months and $0 in sales the last 10 days; lack of transparency- you will start to see charges to Ascend Ecom on your billing statements and they will struggle to show you what you actually purchased.

They do have a guarantee after 2 years, but I highly doubt they will still be in business. Buyer beware.

Like Comment Share

Ascend has been unable to deliver on any of the promises made going into this agreement. Will and I have spoken regarding the performance of my store and he has acknowledged that if he were in my shoes, he would be frustrated and disappointed with the performance of the store.

I will say, I have seen some improvement since speaking with Will, but not enough to create any confidence in your ability to deliver. Especially considering I now have a new store manager that seems to be less experienced than my last.

I think it would make sense to consider my proposal as resolution to these ongoing issues.

Regards,

JS

On Sun, Jan 15, 2023 at 10:11 PM Jeremy Leung <jeremy@ascendecom.com> wrote:

Hi Jamaal,

The terms of contract should state a 24 month money back guarantee, meaning after 24 months, you will have an opportunity to be paid back the return of your initial investment.

We are not facing significant challenges in delivering for our clients but we do have disgruntled employees due to an issue with what arose as we used an agency to source and pay these employees and we are actively speaking to these employees to come to a resolution.

Regards

Jeremy

On Thu, Jan 12, 2023 at 7:49 PM [redacted]@gmail.com> wrote:

Hello Will and Jeremy,

I wanted to reach out to you to discuss a mutual separation and buyout. I am over a year into this process and have not come close to making a profit. In fact, I have more debt than my initial investment due to the purchase of unsold inventory. We both know that you are facing significant challenges in delivering for your clients as I have had multiple clients as well as former employees in the Philippines (recently laid off) reach out to me.

I would like the following in exchange for signing a Non-disclosure Agreement (NDA).

$10,000 - Store Purchase including all inventory

$35,000 - Return of initial investment

Let me know if you would like to set up a time to discuss.

I look forward to hearing from you soon.

Regards,

Jamaal Sanford

[redacted]

Attachment G

Receipt

Ascend Ecom LLC

Invoice number	82D05FD4-0006
Receipt number	2264-2702
Date paid	March 24, 2023
Payment method	American Express - [redacted]
Company Name	Pinnacle E-Commerce LLC

Ascend Ecom LLC
1309 Coffeen Avenue
Suite 2784
Sheridan, Wyoming 82801
United States
+1 734-881-2200

Bill to
Jamaal Sanford
[redacted]
Grand Prairie, Texas [redacted]
United States
+1 [redacted]
[redacted]@gmail.com

Ship to
Jamaal Sanford
[redacted]
Grand Prairie, Texas
[redacted]
United States
+1 [redacted]

$30,807.12 paid on March 24, 2023

Description	Qty	Unit price	Amount
Golden Rewards Jerky Recipe Dog Treats (Chicken Jerky, 64 oz, 1 Pack)	500	$27.08	$13,540.00
Aveeno Positively Smooth Moisturizing Shave Gel with Aloe, 7 oz	250	$6.90	$1,725.00
Kellogg's All-Bran Buds Cereal - 17.7 oz - 4 Pack	400	$15.48	$6,192.00
Members Mark Fluticasone Propionate Nasal Spray (6 pk., 0.54 fl. oz. bottle)	480	$17.67	$8,481.60
Merchant Fee @ 2.9% plus 30 cents	1	$868.52	$868.52
		Subtotal	$30,807.12
		Total	$30,807.12
		Amount paid	**$30,807.12**

Attachment H

---------- Forwarded message ---------
From: **Jeremy Leung** <jeremy@ascendecom.com>
Date: Fri, Apr 14, 2023 at 10:54 AM
Subject: Re: Pinnacle E-Commerce LLC
To: Will Basta <will@ascendecom.com>
Cc: [redacted]@gmail.com>, Ascend Support <support@ascendecom.com>, Joyce Agustin <joyce@ascendecom.com>, Jessica Sijan <jessica@ascendecom.com>

Hi Jamaal

I have spoken to the store manager and we will be sending you an accurate invoice very shortly. Sometimes different products with our exclusive distributor have longer lead times than others, sometimes they have a deal with the manufacturer and then for whatever we are told even after the client has paid that there will be an additional delay for unforeseen reasons. When we send the invoice to clients and receive an updated lead time by the wholesaler, if the lead time is too long (sometimes two months +) as it is beyond the timeframe we promised the client, then our store manager, instead of consulting the client, decided to take initiative and change the product purchased. While they were changing the product to another product in the criteria I set (within the top 100,000 BSR on Amazon to make sure the product sells fast and 30-40% ROI to make sure the client makes a good profit margin), I can understand it may be unsettling for clients to check the FBA Shipments and see a different product purchased. We only did this for our clients benefit to reduce lead times.

If you would like this not to be the case, and us to go back and forth when you have made payment on which products are available for your approval, you may let us know and we will instruct the store manager to only switch the products once we have approval from you even if we have to change it a number of times due to inconsistent lead times. This will be very time consuming for both sides though, especially most of the time clients really want products that a) sell through very quickly b) make the most profit as possible. Going back and forth may impact the profit margin.

If there is any difference in the dollar value of the updated invoice vs. the actual invoice then you will either be reimbursed or we will send you an updated invoice.

I hope that sheds light on the situation

Regards

Jeremy

On Fri, Apr 14, 2023 at 7:03 AM Will Basta <will@ascendecom.com> wrote:
Please standby as Jeremy responds this morning on all of this , it's his trams wheelhouse .

Sent from my iPhone

On Apr 14, 2023, at 09:53, [redacted]@gmail.com wrote:

This is fraud:

<image0.png>

On Apr 13, 2023, at 4:31 PM, Ascend Support <support@ascendecom.com> wrote:

Hi Jamaal,

Thanks for writing us back.

We are sorry for the frustration. We'll check with your store manager regarding the status of the invoice that you've already paid and will ask them to update you on your Slack Channel. As for the other charges besides the invoice please dispute those and cancel the card.

Thanks and have a nice day.

Abel Arrozal
Client Relations Associate, **Ascend Ecom**

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

<image1.png>

On Thu, Apr 13, 2023 at 11:04 AM [redacted]@gmail.com> wrote:
These purchases were made 3 weeks ago and I haven't seen any activity. No new listings and no follow ups.
I have inquired via Slack and the assigned store manager ignores the messages from me and the team attempting to follow up.
Between this and my credit card info being used fraudulently, my frustrations are mounting.
Also, I am STILL waiting on 2022 financial info so I can file my taxes.

On Mar 23, 2023, at 7:22 PM, Joyce Agustin <joyce@ascendecom.com> wrote:

Hi Jamaal,

Attached is the Stripe invoice. Please let me know once payment has been made so I can confirm. Thank you so much!

Regards,

On Fri, Mar 24, 2023 at 1:08 AM Jeremy Leung <jeremy@ascendecom.com> wrote:
Hi Jamaal

I will speak to our team about seeing whether we can do a similar analysis, thank you for sending that through.

There are not any issues with these product types being sold and any authorized dealer requirements. These brands are all very common grocery/supplement/dog food brands that is very easy to ungate (if you have a US Citizen account which you do). It would be very different if you sold Apple or Kitchenaid or Dyson which require a LOT to get ungated. These products that we found for you were hand picked for you given everything that has happened so far.

@Joyce Agustin can you please send Jamaal an stripe invoice to pay?

Regards

Jeremy

On Thu, Mar 23, 2023 at 10:01 AM jboogie [redacted]@gmail.com> wrote:
Thanks Jeremy. I appreciate the follow up and explanation.

I have included a spreadsheet that is helpful to me from an analysis standpoint and may help with transparency and instill confidence in other clients as well. In all honesty, The only remaining concern I have is ensuring that there aren't any issues with these product types being sold and authorized dealer requirements. If you can provide assurances on those areas, I am ready to move forward with the purchase via AMEX.

Regards,

JS

On Wed, Mar 22, 2023 at 8:22 PM Jeremy Leung <jeremy@ascendecom.com> wrote:
Hi Jamaal

I saw your email and know that you are on a small window to decide whether to make the purchase so I am doing my best to get back to you asap.

I see you probably just searched it in Amazon and that came up which I understand is why you asked the question.

Amazon lists ASINS which is the equivalent of a UPC.

In the research we provided, you can see the ASIN of this item in question is B07X55G3SM, and the link is https://www.amazon.com/Aveeno-Positively-Smooth-Moisturizing-Shave/dp/B07X55G3SM

The 2 pack net weight is 7oz. That is the item that we have found for you that is in the invoice.

When you are assessing these items, also look at the number of reviews, and if you have a software called Jungle Scout, which you can purchase should you be interested, it actually tells you how many sales there are of a particular item per day. I don't have this installed otherwise I would send you a screenshot showing you.

Regards

Jeremy

On Wed, Mar 22, 2023 at 6:15 PM [redacted]@gmail.com> wrote:
Thanks Jeremy. Can you confirm that the Aveeno is a multi pack and not a single item?

On Mar 22, 2023, at 5:10 PM, Jeremy Leung <jeremy@ascendecom.com> wrote:

Hi Jamaal

Please see the following

The wholesaler has agreed to hold on to the inventory for 2 days so if you want to go ahead please give us the go ahead and we can either send you a stripe invoice or you can wire the wholesaler directly.

Regards

Jeremy

On Tue, Mar 21, 2023 at 9:02 PM [redacted]@gmail.com> wrote:
Following up…..

On Mar 18, 2023, at 2:32 AM, Jeremy Leung <jeremy@ascendecom.com> wrote:

Jamaal, we will provide you a profit report ASAP I have already actioned it. Expect to receive Monday or Tuesday latest

Jeremy

On Fri, Mar 17, 2023 at 11:49 PM, [redacted]@gmail.com> wrote:
Based on the items listed in the invoice, what is the projected net profit per sku?

On Mar 17, 2023, at 12:57 PM, Joyce Agustin <joyce@ascendecom.com> wrote:

Hi Jamaal,

My bad as I overlooked that the invoice doesn't have the Amazon links but I'm already requesting them including the Product analysis of the products listed from the invoice. I will send them to you once provided.

I am sharing the information about a brand new wholesaler that we got access to and they require a minimum $30k in credit lines. Our first store went live with them a couple of weeks ago. See screenshot below:

<image.png>

The products listed in the 30k invoice sell fast and given how competitive the FBA space is, it's really hard to find products that are 25-35% ROI like the ones listed. All the products have a Best Sellers Rank (BSR) and sell between 500-1,000 units a day. We have prioritized 10 stores to go with the next purchase order and you were one of the 10 stores we chose as you might be interested.

Regards,

On Fri, Mar 17, 2023 at 12:37 PM [redacted]@gmail.com> wrote:
Hi Joyce,
Thank you for the message. Forgive me, I have no idea who you are or what your role is.
I appreciate the efforts in sourcing inventory for my store, but the information falls short of what I requested from Will and Jessica.

I asked for an analysis of products including cost, fees, competitor pricing, etc. and you haven't provided any of this. Your email mentions'Amazon links' but you haven't included any. I searched for the product descriptions you provided in the invoice on Amazon and wasn't able to locate the items, so I am not sure what you are expecting me to find that would make me feel comfortable in making a $30k inventory purchase.

If you haven't been given direction from Will or Jessica, I would suggest you follow up.

I am ready to make purchases once you can demonstrate (through analysis) that it will be profitable.

Regards,

JS

On Mar 16, 2023, at 6:29 PM, Joyce Agustin <joyce@ascendecom.com> wrote:

Hi Jamaal,

The team has looked into every single product listed on the invoice and our research shows that every product we have chosen for you will be a really quick seller, you can even just look on the Amazon links to see how many reviews and you can understand the demand these products have on Amazon. Once purchased - the items will literally be received by us in New York and then be prepped and sent into an Amazon fulfillment center where they will be delivered to end customers via Amazon prime.

We can only guarantee inventory is available to purchase if the invoice is paid within 2 days. If you would like to pay with credit card, please contact joyce@ascendecom.com with a copy of the invoice attached, and Ascend will send you another invoice to pay with your credit card details with an extra 2.9% + 0.30 cents fee that stripe charge, and they will wire it to the wholesaler. If you would prefer to wire to save this fee, please see the account details in this invoice.

Regards,

--

Joyce Agustin
Business Management Assistant, **Ascend Ecom**

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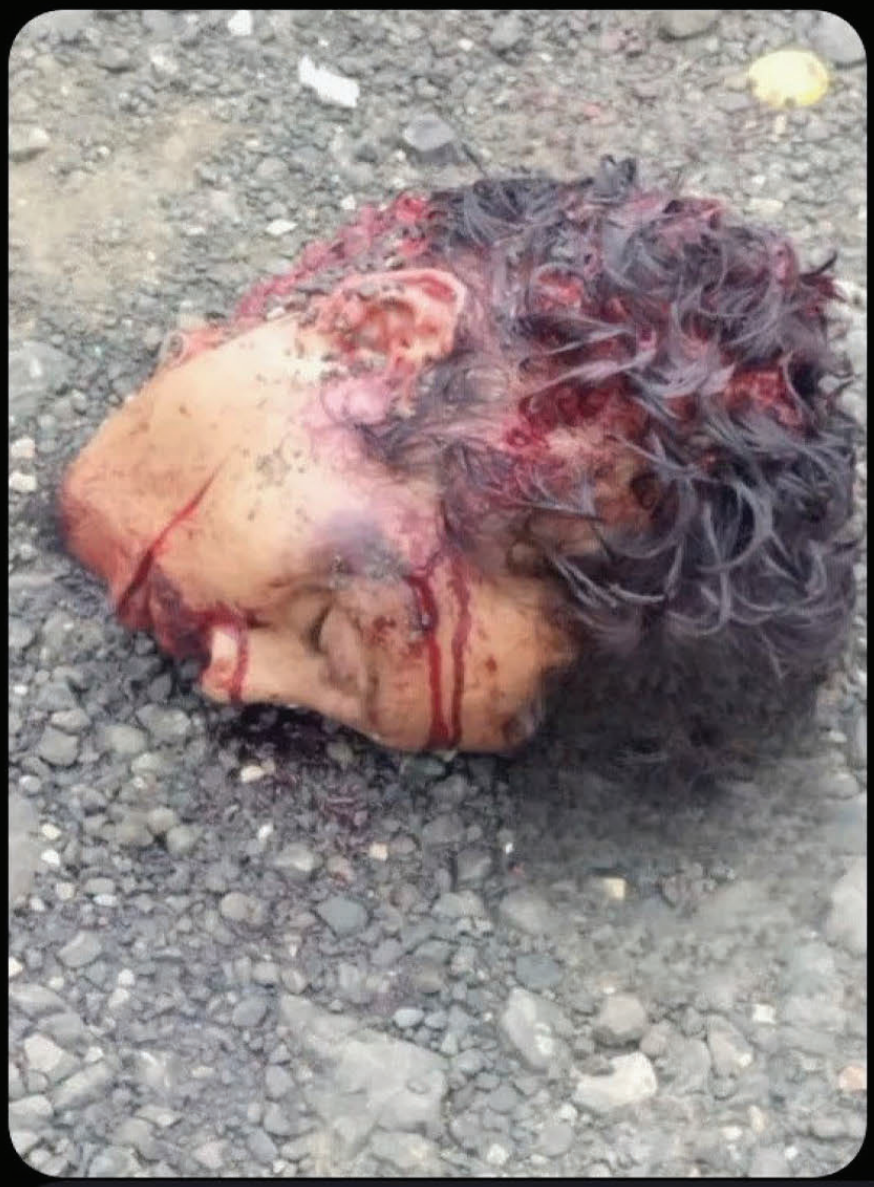
www.ascendecom.com joyce@ascendecom.com
2219 Main St. Santa Monica, CA

--

Attachment I

2 People

+1 (646)



Hello nadine. I don't think we have met. Your husband has angered some people with his ignorance. The type he does not wish to anger. I suggest you have him remove the reviews. He will know what you mean.

Attachment J

From: "Ascend Support (Ascend Ecom)" <support@ascendecom.com>
Date: November 8, 2023 at 7:00:30 AM CST
To: Jamaal Sanford <[redacted]@gmail.com>
Cc: Compliance <compliance@ascend.com>
Subject: [Ascend Ecom] Re: Fwd: Your FBA Inventory
Reply-To: Ascend Ecom <support@ascendecom.com>

Hi Jamaal— thanks for sending us an email. Your concern has been raised to the appropriate team. Kindly wait for an update or you may raise it directly to your Slack channel so this can be rectified by your Account Manager. Thanks for your patience and understanding. We do appreciate it.

This email is a service from Ascend Ecom. Delivered by Zendesk

On November 2, 2023 at 8:25:10 PM UTC, Jamaal Sanford [redacted]@gmail.com wrote:

Begin forwarded message:

From: Amazon <inventory-appeals@amazon.com>
Date: November 2, 2023 at 2:58:06 PM CDT
To: [redacted]@gmail.com
Subject: Your FBA Inventory
Reply-To: Amazon <inventory-appeals@amazon.com>

amazon

Hello,

We are writing to notify you that certain units of your inventory in our fulfillment centers will be disposed of. We have contacted you on 3 separate occasions to request information about this inventory. We previously notified you that failure to respond to these requests would result in the destruction of your inventory. The following inventory will be disposed of:

ASIN: B08R282JKQ
Title: ZO SKIN HEALTH WRINKLE TEXTURE REPAIR
Quantity: 1

ASIN: B00U5ML1CY
Title: Vollrath 2-Piece Wear-Ever Half-Size Sheet Pans Set, 18-Inch x 13-Inch, Aluminum
Quantity: 7

ASIN: B001E662SS
Title: People Pointer DIY Sign, Plastic, 4.38 x 4.38, Black
Quantity: 21

ASIN: B07WXM74CZ
Title: KARAT EARTH KE-HC66MFPP-1CB 6 inches x 6 inches Mineral Filled PP Hinged Container, 1 compartment - Black
Quantity: 3

ASIN: B07JMZ9F36
Title: San Jamar MP16RD Mod Pans 1/6 Food Pan with Lid, Retail Pack, 2 quart (Pack of 3) (2-(Pack))
Quantity: 6

ASIN: B001PZ9GNG
Title: Excellanté 5.33-Ounce Ice Cream Disher, White
Quantity: 1

ASIN: B07QF1B66M
Title: ZO Skin Health Daily Power Defense 1 Fl. Oz. 30mL Softgel
Quantity: 1

Why is this happening?
We reached this decision because we received reports that you sold unsuitable items on Amazon and you have not submitted verifiable information to demonstrate the authenticity of your inventory. The sale of unsuitable inventory is strictly prohibited and items sold on Amazon must adhere to all applicable laws and Amazon policies. In addition, you have failed to respond to multiple requests for more information about your inventory. We have therefore exercised our right of disposal under section F.7 of the "Amazon Services Business Solutions Agreement" and the "Unsuitable inventory investigations policy".

For more information, you can refer to the "Amazon Services Business Solutions Agreement" on Seller Central:
https://sellercentral.amazon.com/gp/help/1791

We're here to help
If you have questions, you can review the following policies on Seller Central:
-- "Unsuitable inventory investigations policy":
https://sellercentral.amazon.com/gp/help/H4YYXNDRW9BSZEN
-- "Amazon Anti-Counterfeiting Policy":
https://sellercentral.amazon.com/gp/help/201165970
Sincerely,
Seller Perfomance Team
Amazon.com

SPC-USAmazon-1090717390101965

From: Amazon Services <donotreply@amazon.com>
Date: July 31, 2023 at 2:41:16 AM CDT
To: [redacted]@gmail.com
Subject: Your FBA Inventory
Reply-To: Amazon Services <donotreply@amazon.com>

amazon

Hello ,

We are writing to let you know that as a result of your Amazon selling account being deactivated, some or all of your Fulfillment by Amazon (FBA) inventory is currently under review.

Your inventory will be reinstated after successfully reactivating your account according to the guidelines received in your Seller Central Performance Notifications: https://sellercentral.amazon.com/performance/notifications.

If you are unable to reactivate your account after 60 days, you may appeal for your held FBA inventory by contacting inventory-appeals@amazon.com.

If you have questions about this policy, please review: https://sellercentral.amazon.com/performance/notifications.

Sincerely,

Seller Performance Team

www.amazon.com

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: "Amazon Seller Central Notifications (Do Not Reply)" <no-replies-appeals@amazon.com>
Date: July 28, 2023 at 4:00:21 AM CDT
To: [redacted]@gmail.com
Subject: Urgent: Your Amazon selling account is at risk of deactivation
Reply-To: "Amazon Seller Central Notifications (Do Not Reply)" <no-replies-appeals@amazon.com>

amazon

Dear Pinnacle ECom,

We are reaching out to notify you about recent activity negatively impacting your account, and would like to speak with you about next steps to improve your performance and help you avoid disruption to your ability to sell.

What happens next?

A representative from Amazon will call you within the next 24 hours to discuss opportunities to improve your account health and address outstanding policy violations. Alternatively, you can request a call from us immediately by clicking the button below.

Call me now

We're here to help.

Our team of account health specialists are available 7 days a week, from 9:00am to 5:00pm in Pacific Standard Time, and from 9:00am to 5:00pm in China Standard Time in Mandarin and English.

To ensure that we can reach you via telephone, please check that the emergency contact number you have on file is up to date by visiting

https://sellercentral.amazon.com/notifications/preferences?ref=ah_em_ahs. You will see your emergency notification number listed under Emergency Notifications. This number will not be visible to buyers and can be different from other phone numbers on file. We recommend a contact who is knowledgeable about your Amazon account and the products you sell..

We also encourage you to view your account health by visiting https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_ahs or by selecting Account Health on the home screen of the Amazon Seller app on your Android or iOS device. The Account Health pages show how well your account is performing against the performance metrics and policies required to sell on Amazon..

We look forward to speaking with you.

Sincerely,

Amazon Account Health Support.

Was this email helpful?

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: donotreply@amazon.com
Date: July 28, 2023 at 3:27:17 AM CDT
To: [redacted]@gmail.com
Subject: Action Required: Listing Removed from Amazon
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We have removed your listing because of a buyer complaint about the authenticity of an item they received from you. The listings we removed are at the end of this email. If you have FBA inventory of the items causing "inauthentic" complaints, they are currently ineligible for removal.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)

How do I reactivate my listings?
To reactivate your listings, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email:

- These documents should reflect your sales volume during the last 365 days.
- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

What happens if I do not send the requested information?
If we do not receive the requested information your listings will remain deactivated. If we receive additional complaints about your listings, we may deactivate your Amazon seller account. If you do not appeal this decision within 90 days, any FBA inventory of the items that caused "inauthentic" complaints may be destroyed at your expense.

Have your listings been removed in error?
If you believe the complaints about the authenticity of your items are unjustified or received in error, please explain how you identified this issue and we will investigate your concern (for example, a complaint created by a competing Amazon seller).

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.

The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B07QF1B66M	ZO Skin Health Daily Power Defense 1 Fl. Oz. 30mL Softgel	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: donotreply@amazon.com
Date: July 20, 2023 at 7:19:31 PM CDT
To: [redacted]@gmail.com
Subject: Please review your listings
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We received a complaint from a buyer about the authenticity of a product they ordered from you, which is listed at the end of this email. Your listings are still active.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)
- Amazon Services Business Solutions Agreement (https://sellercentral.amazon.com/gp/help/521)

What happens now?
Your listings are still active, however to remove these violations from your Account Health Dashboard, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email

- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can only send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard

(https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

If we receive more complaints about your listings, we may remove them.

What happens if I do not send the requested information?
If we do not hear from you within 7 days, or we are unable to confirm the information you provide, we may remove your listings.

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.
The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Manufacturers can enroll their brand in the Amazon Brand Registry and register themselves as the brand owner. The goal of Amazon Brand Registry is to make it easier for sellers to manage their brands and list their products on Amazon. If you are a manufacturer, more information about enrolling your brand can be found in the following Amazon help page:
https://brandservices.amazon.com

Seller Performance Team

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B07QF1B66M	ZO Skin Health Daily Power Defense 1 Fl. Oz. 30mL Softgel	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: Amazon <no-reply@amazon.com>
Date: July 13, 2023 at 6:11:46 PM CDT
To: [redacted]@gmail.com
Subject: Information about your Amazon.com seller account
Reply-To: Amazon <no-reply@amazon.com>

amazon

Hello,

Please read the following information carefully because it may affect your ability to sell certain products on Amazon.com.

In order to provide the best possible experience for our customers, we have implemented additional approval requirements for specific products.

Why did I receive this message?
You are receiving this message because you have sold affected products in the past. Your account health is not affected by this notification.

What happens now?
Effective immediately, you will need approval to list the affected products. Your listings for these products have been removed.

How can I seek approval to sell the affected products?
To apply for approval:
-- In Seller Central, select "Catalog" and then click "Add a Product".
-- Run a search for the item you wish to sell.
-- In the search results, click the "Show limitations" link across from the item.
-- Click the "Apply to sell" button to begin the application process.

Can I still use FBA?
Only sellers approved to sell the affected products may send shipments of those products to FBA.

How will this affect my existing FBA inventory?
You will either need to obtain approval to continue to sell your FBA inventory of the affected products, or create a Removal Order for return or disposal of your remaining FBA inventory.

We're here to help.
If you have questions about this policy, please contact us:
https://sellercentral.amazon.com/cu/contact-us

To view the full list of requirements, log into Seller Central. Under the "Catalog" tab, select "View Selling Applications" to access the selling applications dashboard. Locate the application you wish to review, and click the "Go to application" button. Once you have obtained documents that meet the requirements, upload them within the application, and click "Submit".

To view your account performance, select "Account Health" on the home screen of the "Amazon Seller" app on your iOS or Android device, or go to the "Account Health" page in Seller Central:
https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq

On iOS:
https://itunes.apple.com/us/app/amazon-Seller/id794141485

On Android:
https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en

The Account Health page shows how well your account is performing against the performance metrics and policies required to sell in Amazon's store.
Sincerely, Seller Performance Team https://www.amazon.com

From: donotreply@amazon.com
Date: July 2, 2023 at 11:47:42 AM CDT
To: [redacted]@gmail.com
Subject: Action Required: Listing Removed from Amazon
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We have removed your listing because of a buyer complaint about the authenticity of an item they received from you. The listings we removed are at the end of this email. If you have FBA inventory of the items causing "inauthentic" complaints, they are currently ineligible for removal.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)

How do I reactivate my listings?

To reactivate your listings, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email:

- These documents should reflect your sales volume during the last 365 days.
- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?

To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

What happens if I do not send the requested information?

If we do not receive the requested information your listings will remain deactivated. If we receive additional complaints about your listings, we may deactivate your Amazon seller account. If you do not appeal this decision within 90 days, any FBA inventory of the items that caused "inauthentic" complaints may be destroyed at your expense.

Have your listings been removed in error?

If you believe the complaints about the authenticity of your items are unjustified or received in error, please explain how you identified this issue and we will investigate your concern (for example, a complaint created by a competing Amazon seller).

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.

The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B07CMCTRKH	Alastin RESTORATIVE SKIN COMPLEX,1 Fl Oz (Pack of 1)	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: donotreply@amazon.com
Date: June 25, 2023 at 10:42:58 AM CDT
To: [redacted]@gmail.com
Subject: Please review your listings
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We received a complaint from a buyer about the authenticity of a product they ordered from you, which is listed at the end of this email. Your listings are still active.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)
- Amazon Services Business Solutions Agreement (https://sellercentral.amazon.com/gp/help/521)

What happens now?
Your listings are still active, however to remove these violations from your Account Health Dashboard, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email

- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can only send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

If we receive more complaints about your listings, we may remove them.

What happens if I do not send the requested information?
If we do not hear from you within 7 days, or we are unable to confirm the information you provide, we may remove your listings.

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.
The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Manufacturers can enroll their brand in the Amazon Brand Registry and register themselves as the brand owner. The goal of Amazon Brand Registry is to make it easier for sellers to manage their brands and list their products on Amazon. If you are a manufacturer, more information about enrolling your brand can be found in the following Amazon help page:
https://brandservices.amazon.com

Seller Performance Team

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B07CMCTRKH	Alastin RESTORATIVE SKIN COMPLEX,1 Fl Oz (Pack of 1)	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: Jamaal Sanford <[redacted]@gmail.com>
Date: June 20, 2023 at 7:22:39 PM CDT
To: Ascend Support <support@ascendecom.com>, Jeremy Leung <jeremy@ascendecom.com>, Will Basta <will@ascendecom.com>
Subject: Fwd: Inquiry from Amazon customer Taryel(Order: 111-6996647-4578639)

Begin forwarded message:

From: Taryel <hplpkh0969gmhw3+A09494633E3XF1WAVHFNT@marketplace.amazon.com>
Date: June 20, 2023 at 3:29:39 PM CDT
To: [redacted]@gmail.com
Subject: Inquiry from Amazon customer Taryel(Order: 111-6996647-4578639)
Reply-To: Taryel <hplpkh0969gmhw3+A09494633E3XF1WAVHFNT@marketplace.amazon.com>

amazon

You have received a message.

Order ID: 111-6996647-4578639:

#	ASIN	Product Name
1	B07CMCTRKH	Alastin RESTORATIVE SKIN COMPLEX,1 Fl Oz (Pack of 1)

Message:

Hello, I wanted to return the product because the product is not original, I had the qr code scanned with the shipping label.The cargo product came from me and took it but still no refund.

This service is provided solely for communication with buyers. Please be aware that Amazon will never ask you to provide your login information or verify your identity through this service. If you receive any messages through this service requesting your Seller Central login or account information, report the message and ignore the request.

Was this email helpful? **No Response Needed** **Report questionable activity**

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For Your Information: To help protect the trust and safety of our marketplace, and to help arbitrate potential disputes, we retain all messages buyers and sellers send through Amazon.com for two years. This includes your response to the message above. Amazon.com uses filtering technology to protect buyers and sellers from possible fraud. Messages that fail this filtering will not be transmitted.

We want you to buy with confidence anytime you purchase products on Amazon.com. Learn more about Safe Online Shopping and our safe buying guarantee.

From: Ascend Support <support@ascendecom.com>
Date: June 20, 2023 at 1:46:06 PM CDT
To: Jamaal Sanford [redacted]@gmail.com>
Cc: Jeremy Leung <jeremy@ascendecom.com>, Will Basta <will@ascendecom.com>
Subject: Re: Action Required: Listing Removed from Amazon

Hi Jamaal,

Thank you for forwarding this email. We already reach out to your store team to check the authenticity issue of the ASIN mentioned. Rest assured that we will provide updates through your slack channel
.

Regards,

Geraldine Tuastumban
Client Relations Associate, **Ascend Ecom**

ASCEND

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



On Mon, Jun 19, 2023 at 8:40 AM Jamaal Sanford <pinnacle.ecom.mo@gmail.com> wrote:

Begin forwarded message:

From: donotreply@amazon.com
Date: June 18, 2023 at 1:24:41 PM CDT
To: [redacted]@gmail.com
Subject: Action Required: Listing Removed from Amazon
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We have removed your listing because of a buyer complaint about the authenticity of an item they received from you. The listings we removed are at the end of this email. If you have FBA inventory of the items causing "inauthentic" complaints, they are currently ineligible for removal.

Why did I receive this message?
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- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)

How do I reactivate my listings?
To reactivate your listings, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email:

- These documents should reflect your sales volume during the last 365 days.
- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

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To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

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Have your listings been removed in error?
If you believe the complaints about the authenticity of your items are unjustified or received in error, please explain how you identified this issue and we will investigate your concern (for example, a complaint created by a competing Amazon seller).

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.

The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Complaint Type	ASIN	Title	Additional Information

Inauthentic	B07MG7TR4S	ZO SKIN HEALTH Exfoliating Polish (formerly Offects Exfoliating Polish), 2.3 Ounce (Pack of 1), (22228834)

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: Jeremy Leung <jeremy@ascendecom.com>
Date: June 12, 2023 at 2:20:16 PM CDT
To: Jamaal Sanford [redacted]@gmail.com>
Cc: Ascend Support <support@ascendecom.com>, Jessica Sijan <jessica@ascendecom.com>, Will Basta <will@ascendecom.com>
Subject: Re: Please review your listings

Thanks Jamaal - nothing to worry about it happens all the time when other sellers see you are competing with them. We don't do it to others but if you want to request us to do so, we can use one of our buying accounts to target other sellers too.

Good to see your sales have begun to take off this month, let us know when you are ready to purchase more inventory, it will be shorter lead time now we have established your LLC with the wholesalers. We created you a website https://[redacted].com that helps us create this relationship. The quicker the FBA inventory becomes available the quicker your products will sell. Thank you for being patient.

Let me know if you have any questions!

Regards

Jeremy

On Mon, Jun 12, 2023 at 6:01 AM Jamaal Sanford [redacted]@gmail.com> wrote:

Begin forwarded message:

From: donotreply@amazon.com
Date: June 11, 2023 at 1:23:08 PM CDT
To: [redacted]@gmail.com
Subject: Please review your listings
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We received a complaint from a buyer about the authenticity of a product they ordered from you, which is listed at the end of this email. Your listings are still active.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)
- Amazon Services Business Solutions Agreement (https://sellercentral.amazon.com/gp/help/521)

What happens now?
Your listings are still active, however to remove these violations from your Account Health Dashboard, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email

- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can only send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard

(https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

If we receive more complaints about your listings, we may remove them.

What happens if I do not send the requested information?
If we do not hear from you within 7 days, or we are unable to confirm the information you provide, we may remove your listings.

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.
The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Manufacturers can enroll their brand in the Amazon Brand Registry and register themselves as the brand owner. The goal of Amazon Brand Registry is to make it easier for sellers to manage their brands and list their products on Amazon. If you are a manufacturer, more information about enrolling your brand can be found in the following Amazon help page: https://brandservices.amazon.com

Seller Performance Team

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B07MG7TR4S	ZO SKIN HEALTH Exfoliating Polish (formerly Offects Exfoliating Polish), 2.3 Ounce (Pack of 1), (22228834)	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

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Jeremy Leung
COO, Ascend CapVentures

www.ascendcapventures.com | jeremy@ascendcapventures.com

ASCEND CAPVENTURES

Forbes Entrepreneur yahoo! finance Inc. MAGAZINE MarketWatch

From: Jamaal Sanford <[redacted]@gmail.com>
Date: May 30, 2023 at 10:27:36 AM CDT
To: Ascend Support <support@ascendecom.com>
Subject: Fwd: Action Required: Listing Removed from Amazon

Begin forwarded message:

From: donotreply@amazon.com
Date: May 29, 2023 at 8:01:04 AM CDT
To: [redacted]@gmail.com
Subject: Action Required: Listing Removed from Amazon
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We have removed your listing because of a buyer complaint about the authenticity of an item they received from you. The listings we removed are at the end of this email. If you have FBA inventory of the items causing "inauthentic" complaints, they are currently ineligible for removal.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take “inauthentic” complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

- Amazon Anti-Counterfeiting Policy (https://sellercentral.amazon.com/gp/help/201165970)
- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)

How do I reactivate my listings?
To reactivate your listings, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email:

- These documents should reflect your sales volume during the last 365 days.
- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

What happens if I do not send the requested information?
If we do not receive the requested information your listings will remain deactivated. If we receive additional complaints about your listings, we may deactivate your Amazon seller account. If you do not appeal this decision within 90 days, any FBA inventory of the items that caused "inauthentic" complaints may be destroyed at your expense.

Have your listings been removed in error?
If you believe the complaints about the authenticity of your items are unjustified or received in error, please explain how you identified this issue and we will investigate your concern (for example, a complaint created by a competing Amazon seller).

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.

The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B09BDMDMVP	Alastin Skincare Regenerating Skin Nectar (1 fl oz / 29.6 ml) Retail Size Pump Bottle | Sealed | New In Box	

Report an issue with this email

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

From: donotreply@amazon.com
Date: March 9, 2023 at 2:34:27 PM CST
To: [redacted]@gmail.com
Subject: Action Required: Listing Removed from Amazon
Reply-To: "no-replies-appeals@amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

We have removed your listing because of a buyer complaint about the authenticity of an item they received from you. The listings we removed are at the end of this email. If you have FBA inventory of the items causing "inauthentic" complaints, they are currently ineligible for removal.

Why did I receive this message?
In order to ensure that customers can shop with confidence on Amazon, we take "inauthentic" complaints seriously. The sale of counterfeit products on Amazon is strictly prohibited.

You can learn more about Amazon's policies regarding the sale of counterfeit items in Seller Central Help:

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- Policies and Agreements (https://sellercentral.amazon.com/gp/help/521)

How do I reactivate my listings?
To reactivate your listings, please provide copies of invoices or receipts from your supplier issued in the last 365 days for the ASINs listed at the end of this email:

- These documents should reflect your sales volume during the last 365 days.
- Please include contact information for your supplier, including name, phone number, address, and website. We may contact your supplier to verify the documents. We will maintain the confidentiality of your supplier contact information.
- You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASIN(s) under review.

You can send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?
To send us the required information, please visit your Account Health Dashboard (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) in Seller Central and click on the appeal link next to the impacted ASIN.

What happens if I do not send the requested information?
If we do not receive the requested information your listings will remain deactivated. If we receive additional complaints about your listings, we may deactivate your Amazon seller account. If you do not appeal this decision within 90 days, any FBA inventory of the items that caused "inauthentic" complaints may be destroyed at your expense.

Have your listings been removed in error?
If you believe the complaints about the authenticity of your items are unjustified or received in error, please explain how you identified this issue and we will investigate your concern (for example, a complaint created by a competing Amazon seller).

You can view your account's performance at (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_pq) or select Account Health on the home screen of the Amazon Seller app on your iOS (https://itunes.apple.com/US/app/amazon-Seller/id794141485) or Android (https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US) device.

The Account Health dashboard shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

Complaint Type	ASIN	Title	Additional Information
Inauthentic	B015EXVLJQ	Chinet 10405 9 X 7 Savaday Molded Fiber Food Tray - Beige (250/bag, 500/Carton)	

Was this email helpful?

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

Attachment K

From: [redacted] <[redacted]@marketplace.amazon.com>
Date: August 31, 2022 at 1:25:51 AM CDT
To: [redacted]@gmail.com
Subject: Product details inquiry from Amazon customer [redacted]
Reply-To: [redacted] <x[redacted]@marketplace.amazon.com>

amazon

You have received a message.

Message:

This is to advice Pinnacle ECom with regards to Garden of Life

Was this email helpful? **No Response Needed** **Report questionable activity**

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For Your Information: To help protect the trust and safety of our marketplace, and to help arbitrate potential disputes, we retain all messages buyers and sellers send through Amazon.com for two years. This includes your response to the message above. Amazon.com uses filtering technology to protect buyers and sellers from possible fraud. Messages that fail this filtering will not be transmitted.

We want you to buy with confidence anytime you purchase products on Amazon.com. Learn more about Safe Online Shopping and our safe buying guarantee.



VERIFICATION REQUEST

VantageBP LLC
2600 West Olive Ave
Suite 5417
Burbank, CA 91505

ATTN: Marketplace Seller

Garden of Life LLC (Garden of Life) is the owner and exclusive licensor of Garden of Life intellectual property. Furthermore, Garden of Life and its select group of licensees are the exclusive manufacturers and authorized distributors of Garden of Life products.

VantageBP, LLC. (hereinafter referred to as "VantageBP") swears under penalty of perjury that Garden of Life has authorized VantageBP to act as its non-exclusive representative for intellectual property infringement notifications and reseller verifications. VantageBP's search has detected unverified products using Garden of Life intellectual property.

As a company, Garden of Life prides itself on carefully supervising the manufacturing and sale of their products to ensure an excellent consumer experience and full compliance with all relevant safety and regulatory requirements. As part of our due diligence, we regularly check retail products to guard against non confirmed items. This is done to prevent the risk of product safety and regulatory issues as well as poor consumer experiences that could damage the brand.

In order to deliver a positive consumer experience, Garden of Life requires that products sold under the Garden of Life name are genuine and sourced from legitimate channels. We reserve the right to seek confirmation that goods for sale in different retail channels meet these standards.

We have been unable to confirm that the goods listed for sale by your company are genuine, meet the quality and regulatory standards, and are listed correctly. Accordingly, we ask that you provide us with information to substantiate that your products meet these requirements.

Please provide documentation or other information to establish the following:

- Identification of the source of your goods
- Invoices supporting quantity of inventory noted above
- Company contact and business information

Should you wish to discuss this further, or feel as though there may be a mistake, please contact us directly by replying to this message or by emailing **notice@vantagebp.com**. Please respond within three business days to prevent further escalation.

Best regards,

VantageBP LLC

Garden of Life

notice@vantagebp.com | www.vantagebp.com Vantage BP

Begin forwarded message:

From: [redacted] <[redacted]@marketplace.amazon.com>
Date: September 3, 2022 at 8:20:08 PM CDT
To: [redacted]@gmail.com
Subject: Product details inquiry from Amazon customer [redacted]
Reply-To: [redacted] <[redacted]@marketplace.amazon.com>

amazon

You have received a message.

Message:

Good day, we want to inform you about Garden of Life.

Was this email helpful? **No Response Needed** **Report questionable activity**

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For Your Information: To help protect the trust and safety of our marketplace, and to help arbitrate potential disputes, we retain all messages buyers and sellers send through Amazon.com for two years. This includes your response to the message above. Amazon.com uses filtering technology to protect buyers and sellers from possible fraud. Messages that fail this filtering will not be transmitted.

We want you to buy with confidence anytime you purchase products on Amazon.com. Learn more about Safe Online Shopping and our safe buying guarantee.



FINAL WARNING

VantageBP LLC
2600 West Olive Ave
Suite 5417
Burbank, CA 91505

ATTN: Marketplace Seller

Garden of Life LLC (Garden of Life) is the owner and exclusive licensor of Garden of Life intellectual property. Furthermore, Garden of Life and its select group of licensees are the exclusive manufacturers and authorized distributors of Garden of Life products.

VantageBP, LLC. (hereinafter referred to as "VantageBP") swears under penalty of perjury that Garden of Life has authorized VantageBP to act as its non-exclusive representative for intellectual property infringement notifications and reseller verifications. VantageBP's search has detected unverified products using Garden of Life intellectual property.

We have been unable to confirm that the goods listed for sale by your company are genuine, meet the quality and regulatory standards, and are listed correctly.

Since you are unable and unwilling to provide this information, the sale of your Garden of Life products on the marketplace is not permitted and constitute a violation of federal trademark and unfair competition laws. Specifically, your use of Garden of Life trademarks is likely to cause consumer confusion because it falsely suggests, among other things, that you are affiliated with or sponsored by Garden of Life, that the products you sell are delivered with all the same benefits, characteristics, and quality controls as Garden of Life products sold by Authorized Resellers in authorized channels, and that Garden of Life approves of the products you sell. Your sale of Garden of Life products is not protected by the first sale doctrine, and you are therefore infringing on Garden of Life Trademarks.

In order to prevent further action against you, we require that you immediately and permanently stop selling Garden of Life products. Should you wish to discuss this further, or feel as though there may be a mistake, please contact us directly by contacting us at **notice@vantagebp.com** within three business days of receipt of this letter.

Best regards,

VantageBP LLC

Garden of Life

notice@vantagebp.com | www.vantagebp.com Vantage BP

Begin forwarded message:

From: "Amazon.com" <donotreply@amazon.com>
Date: September 3, 2022 at 10:24:27 PM CDT
To: [redacted]@gmail.com
Subject: Your e-mail to [redacted]
Reply-To: "Amazon.com" <donotreply@amazon.com>

amazon

Dear Pinnacle ECom,

Here is a copy of the e-mail that you sent to [redacted]

---------- Begin message ----------

Hi [redacted],
Please allow us 48 hours to remove your listing.
Thanks for letting us know.

---------- End message ----------

Warmest Regards,

Amazon.com

http://www.amazon.com

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For Your Information: To help protect the trust and safety of our marketplace, and to help arbitrate potential disputes, we retain all messages buyers and sellers send through Amazon.com for two years. This includes your response to the message above. Amazon.com uses filtering technology to protect buyers and sellers from possible fraud. Messages that fail this filtering will not be transmitted.

We want you to buy with confidence anytime you purchase products on Amazon.com. Learn more about Safe Online Shopping and our safe buying guarantee.

Attachment L

From: [redacted]@gmail.com
Date: August 29, 2023 at 4:59:19 PM CDT
To: Will Basta <will@ascendcapventures.com>
Cc: Jessica Sijan <jessica@ascendecom.com>, Ascend Support <support@ascendecom.com>, Jeremy Leung <jeremy@ascendecom.com>, Roland Aguilar <roland@ascendecom.com>, Will Basta <will@ascendecom.com>
Subject: Re: Store Deactivation

Thank you Will. This is exactly what I am referring to. For added clarification, Jeremy notified me and told me the I had 2 days to make the purchase and the wholesaler would hold the inventory for that time. I asked told him I would not purchase anything without a profit analysis for each SKU, which he provided. The invoice was sent with those specific products and I paid Ascend directly.

Jessica, I am still waiting on the language in the contract referencing your 'right' to substitute inventory I specifically paid for. I thoroughly reviewed my contract and there is no language in there referencing what you mentioned.

I have a few meetings this week to plan my path forward, so it would be nice to get a response ASAP.

On Aug 26, 2023, at 4:00 PM, Will Basta <will@ascendcapventures.com> wrote:

Hey Jamaal,

If you are referring to this: **:Here is the deal. I paid you guys $29,938.60 for inventory and you have only spent $11,967.38. Meaning there is $17,971.22 of my money that you are holding onto with a deactivated store. I want that back immediately. That will be a start toward "making things right".**

We will look into this Monday. It will depend on a couple factors. It's not necessarily us holding any money, sometimes suppliers will distribute products out in batches once we've paid them for various factors.

We will check to see the exact situation surrounding your inventory / supplier purchase and will get you an answer around this at the beginning of the week.

Thanks.

On Sat, Aug 26, 2023 at 4:44 PM Jessica Sijan <jessica@ascendecom.com> wrote:
Hi,

Can you elaborate on what you mean by an update please?

You paid for inventory and your contract is paused because your store isn't active, so your working capital is being held until your contract becomes active, this is nothing new.

Do you have a more detailed question? I just want to make sure I'm getting you the answers you need.

-Jessica

On Wed, Aug 23, 2023 at 1:07 PM <[redacted]@gmail.com> wrote:
Hi Jessica,
You are not on my Slack channel, so I can't @ you.
Do you have an update on the money paid for inventory not spent?
Thanks,

JS

On Aug 21, 2023, at 10:01 AM, Jessica Sijan <jessica@ascendecom.com> wrote:

Got it. I'll be reviewing your contract today and we'll figure out how to move forward, I understand you don't want to have a deactivated store and have already provided working capital for inventory purchases.

Feel free to please @mention me (@jessica) in your store Slack channel so I can review all communications from our team to you and better understand where breakdowns or issues have occured.

Thank you Jamaal, sorry for this.
-Jessica

On Mon, Aug 21, 2023 at 11:40 AM jboogie[redacted]@gmail.com> wrote:
Here is the deal. I paid you guys $29,938.60 for inventory and you have only spent $11,967.38. Meaning there is $17,971.22 of my money that you are holding onto with a deactivated store. I want that back immediately. That will be a start toward "making things right".

On Mon, Aug 21, 2023 at 9:26 AM Jessica Sijan <jessica@ascendecom.com> wrote:
Hi Jamaal,

We do not provide early refund or contract termination, we also do not reimburse clients for their interest charges on their credit cards.

We can perform an audit and see if for the next quarter we might be able to offer you an increased profit split or discount on inventory.

I will review your contract to find the portion I referenced earlier in this thread, I'm sorry for the confusion surrounding processes and want to make things right for you!

On Fri, Aug 18, 2023 at 11:02 AM [redacted]@gmail.com> wrote:
Show me in my contract where it states you reserve the right to swap out product after providing an invoice with specific product.

As far as your "business model", I am supposed to purchase inventory and have it paid off by the next statement. That's what was presented and in Will's videos. I spent $30k in March and have received less than a 1/3 of that. Your team sat there and did nothing for my store for weeks at a time after you committed fraud.

As far as what you can work on…… you can work on getting me $35,000 back for my initial investment and $22,000 back for inventory and interest charges.

On Aug 18, 2023, at 8:33 AM, Jessica Sijan <jessica@ascendecom.com> wrote:

I've been on every single thread with you from Ascend since April Jamaal. I don't have answers for you, those who did responded and advised and I've been following along.

Hearing things through the grapevine isn't doing you much good.

Yes we have multiple entities and distributors. We reserve the right to swap out inventory at an equal purchase amount if the profit margin is greater; so you may not have specifically known you were ordering a product but we purchased on your behalf, that's the business model.

All of this is outlined in your contract.

We will work to ensure Amazon has what they need to repost the product; sometimes Amazon policies change and we have to pivot, it's the name of the game with Amazon.

What other questions can I help answer or what else can we start working on for you?

On Thu, Aug 17, 2023 at 8:34 PM [redacted]@gmail.com> wrote:
The attached is the invoice your employee sent to Amazon. If this invoice was legit, the product would not have been received at your warehouse, and I most definitely did not place the order.

The invoice I have is for your new 'wholesale distributor' Commerce a2z, which interestingly has a very similar address in Wyoming where Ascend is registered. Coincidence?

So are Commerce a2z and Commerce e2z different companies? I am curious, are any executives of Ascend (past or present) affiliated with these distributors? I heard through the grapevine that Will has stepped down.

Anyway, I am interested in hearing your plan to 'rectify' the situation. The last time you said I'd hear back from you with solutions to my issues was in February, and this is the first I've heard from you.

On Aug 17, 2023, at 5:33 PM, Jessica Sijan <jessica@ascendecom.com> wrote:

Jamaal, if the individuals managing your store have failed to provide Amazon with what they need I apologize and will look into this situation for you.

As for your claims, we do not make a regular practice of buying and selling counterfeit products.

We also do not create the invoices, the invoices are provided to us by our vendors.

I realize things haven't been as you'd like and will work to help rectify this for you.

On Tue, Aug 15, 2023 at 5:05 PM [redacted]@gmail.com> wrote:
So we are 2 weeks out from my store being deactivated and there has been no progress made at all in getting my store back online. After following up with Roland and his team regularly over this time period I was assured that they were working on getting my store reactivated and they were already taking steps toward resolving the issue.

<image.png>

I requested multiple times to have detai on Amazon's position and our planned response. All I got from you guys was the normal line of bullshit without answering the question. I then asked for a record of all communications regarding the issue and as usual, my request was ignored.

Today, I reached out to Amazon directly and NO ONE FROM ASCEND has contacted them. AT ALL. Your team flat out tells lies and aren't doing shit to get my situation resolved. The only thing that needs to be done to resolve the issue is for you guys to provide a receipt/invoice of the inventory purchase so that the product can be authenticated. Should be pretty easy since you guys are legit and above board, right. Or, you know the product is counterfeit and providing the document will expose what you are doing. And I do know that you attempted to provide a fake invoice for another client recently. I wonder what Amazon would think if they knew that your company made a normal practice of doing this across their platform. I wonder if they would remove all affiliated stores. Interesting. I guess we will find out.

FAFO

Attachment M

From: **Will Basta** <will@ascendecom.com>
Date: Mon, Sep 18, 2023 at 10:17 AM
Subject: Re: Follow Up
To: [redacted]@gmail.com>
Cc: Grace Dalaygon <grace@ascendecom.com>

Hey Jamaal,

Acknowledging this inquiry. This decision is actually out of my hands. This falls under finance and compliance departments/ potentially other sign offs.. I will run it by the appropriate channels and circle back with you if there is any wiggle room on your request.

-Will

On Thu, Sep 14, 2023 at 5:09 PM [redacted]@gmail.com> wrote:
Hi Will,
Thank you for acknowledging the issue regarding the inventory. I appreciate you covering the accrued interest and agreeing to refund the balance of the unused funds. Regarding that portion of the issue resolved.
However, my store has remained deactivated for several weeks with no end in sight from my perspective. In order to fully resolve this issue I propose that you agree, in writing to refund my initial investment if my store is unable to be reactivated by November 1, 2023. This gives Ascend an additional 6 weeks to resolve the issue with Amazon.
Regards,

Jamaal Sanford

On Sep 14, 2023, at 3:51 PM, Will Basta <will@ascendecom.com> wrote:

Hey Jamaal,

We are happy to process the refund of the remaining balance stated, of inventory money you submitted that has yet to be used for the product. As of last Friday, we have also provided you a courtesy payout for any CC interest you accrued during your temporary deactivation. Grace will provide a screenshot upon submission.

As discussed on today's call. Please acknowledge this aspect of your complaint being resolved.

Thanks.

On Thu, Sep 14, 2023 at 12:46 PM [redacted]@gmail.com> wrote:
Link not working

On Thu, Sep 14, 2023 at 10:49 AM Will Basta <will@ascendecom.com> wrote:

Disregard Jamal, Sorry Time zone messed me up.

Speak in an hour.

On Thu, Sep 14, 2023 at 11:47 AM Will Basta <will@ascendecom.com> wrote:
https://us06web.zoom.us/j/88184638705?pwd=DR2mstfKfhZLQL62zwbhEp89atzvDr.1

On Thu, Sep 14, 2023 at 11:44 AM Will Basta <will@ascendecom.com> wrote:
ok sending link in 2 min on call.

On Thu, Sep 14, 2023 at 10:25 AM Will Basta <will@ascendecom.com> wrote:
Lets do 11:45 CT

will send zoom audio link.

On Wed, Sep 13, 2023 at 1:41 PM <[redacted]@gmail.com> wrote:
The attached is from your team. Still visible in slack.

I am available tomorrow morning from 8:00 AM to 12:00 PM CST

On Sep 13, 2023, at 12:10 PM, Will Basta <will@ascendcapventures.com> wrote:

Hello Jamal,

Can you provide me the amount that you have calculated again. I want to make sure our accounting is lined up with yours. Once confirmed , will want 5 minutes of your time tomorrow before Friday as well if you have opening.

-W

Sent from my iPhone

On Sep 13, 2023, at 12:04, [redacted]@gmail.com wrote:

Thanks Will. Following up on this. I definitely appreciate the payment to address interest charges, but they will continue to accrue if I don't get the balance paid off.

JS

On Sep 8, 2023, at 12:09 PM, Will Basta <will@ascendecom.com> wrote:

Hey Jamaal,

Yes, Sorry for the delay here. We will be processing this payment separately from the courtesy payment this month. It's approved, there's just a few accounting things that need to be handled, the plan is to have this go out to you next week.

Thanks for your patience.

Will

On Thu, Sep 7, 2023 at 7:17 PM <[redacted]@gmail.com> wrote:
Thanks Grace.

Will,
Any word on the approval for the inventory costs?
Thanks,

JS

On Sep 6, 2023, at 7:39 PM, Grace Dalaygon <grace@ascendecom.com> wrote:

Hi Jamaal,

Thank you! We have wired $1,621.18 to your account.

Regards,

On Wed, Sep 6, 2023 at 11:03 PM [redacted]@gmail.com> wrote:
Please see the Account information below as well as the attached W9 as requested.

Let me know if there is anything else that is required.

It would be great to have this prior to 9/12 as that is when the next payment is due.

Account Name: PINNACLE E-COMMERCE LLC
Address: [redacted]
Bank: Bank of America
Account #: [redacted]
Routing #: [redacted] (wires)

Regards,

JS

On Fri, Sep 1, 2023 at 8:15 PM Grace Dalaygon <grace@ascendecom.com> wrote:
Hi Jamaal,

Good day. I hope you're doing well. Kindly fill out the details below:

- **Bank Name:**
- **Account Name:**
- **Account Number:**
- **Wire Routing Number:**
- **Business Address:**

Also, please send here a signed W-9 form. You can get the W-9 form on the IRS website. We need it for tax purposes when doing wire/ACH transfers.

Thank you and regards,

On Sat, Sep 2, 2023 at 3:26 AM Will Basta <will@ascendecom.com> wrote:
HI Jamaal,

We are happy to provide this goodwill payment, out of a good gesture from the company. We have also since put in place corrective plans and moved the previous rep out of your chat, should have been done. If not, it will be happening today.

The calculation again of the remaining inventory which was brought up earlier this week... will be submitted for final approval before the end of next week. The amount above will be processed next Friday.

@Grace Dalaygon Will be remitting payment.

Please provide details if requested.

Appeal team is active on your account right now, they will be working on it and we plan to have it back up soon. Thank you

Will

On Fri, Sep 1, 2023 at 2:26 PM [redacted]@gmail.com> wrote:
Thanks for the time this morning. Per our conversation I have included some follow up info including my purchase receipt for the inventory from Ascend and the interest charges I have incurred since. Additionally, there is a Profit analysis that Jeremy sent to me for the items in the invoice.

Interest Charges:
May 18th - $480.32
June 16th - $403.84
July 18th - $392.31

August 18th - $344.71
Total - $1,621.18

Please let me know if you need anything additional and advise as to the progress of getting the payment processed.

Regards,

JS

--

Grace Dalaygon
GM Assistant | HR Director, Ascend CapVentures

ASCEND CAPVENTURES

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



--

Grace Dalaygon
General Management Assistant | HR Director, **Ascend Ecom**

ASCEND
SUSTAINABLE · TRANSPARENT · INNOVATIVE

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



Attachment N

ZO® SKIN HEALTH

INVOICE

G-215994

ZO Skin Health Inc
9685 Research Drive Irvine,
CA 92618 United States
www.zoskinhealth.com
888.893.1375

Date: Jun 14, 2023

Due Date: Jun 20, 2023

Balance Due: US$0.00

Bill To:

Pinnacle E-Commerce LLC
[redacted]
United States
+1[redacted]

Ship To:

Pinnacle E-Commerce LLC
[redacted]
United States
+1[redacted]

Item	Quantity	Rate	Amount
ZO SKIN HEALTH WRINKLE + TEXTURE REPAIR	50	US$17.00	US$850.00

Total: US$850.00

Amount Paid: US$850.00

Terms:

Please inspect all weather sensitive products within 24 hours. All sales final, no returns without authorization.

Attachment O

Begin forwarded message:

From: Natasha Hodkinson <nhodkinson@zoskinhealth.com>
Date: August 31, 2023 at 2:37:21 PM CDT
To: JAMAAL SANFORD [redacted]@sbcglobal.net>
Subject: RE: Counterfeit Product/Fraud/Unauthorized Selling

Jamaal,

Thank you for your email. I can confirm that the invoice you have attached is not one that was issued by ZO Skin Health, Inc.

Sincerely,

Natasha Hodkinson
Corporate Counsel

ZO Skin Health, Inc.
9685 Research Drive
Irvine, California 92618
949.988.7542 office
949.412.1229 mobile

www.zoskinhealth.com

This email and any attachments are intended only for the use of the addressee and may contain information that is privileged and confidential. If the reader of this email or any attachments is not the named recipient or an authorized representative of the named recipient, you are hereby notified that any dissemination of this email or its attachments is strictly prohibited. If you received this email or any of its attachments in error, please notify me immediately by email at nhodkinson@zoskinhealth.com or by telephone at 949-988-7542, permanently delete this email and its attachments from your system and destroy any hard copies.

From: JAMAAL SANFORD [redacted]@sbcglobal.net>
Sent: Friday, August 25, 2023 3:26 PM
To: Anti Diversion <Anti-Diversion@ZOSkinHealth.com>
Subject: Counterfeit Product/Fraud/Unauthorized Selling

EXTERNAL EMAIL: Only click links or open attachments if you recognize the sender and know the content is safe.

Hello,

My name is Jamaal Sanford and I have been working with an Amazon Automation company called Ascend Ecom or Ascend Capventures run by Will Basta and Jeremy Leung. The way the arrangement is set up is that they are supposed to run the store from top to bottom. I provided an initial investment and provided working capital and they would handle the rest and there would be a net profit split.

My experience with Ascend has been full of frustrations and disappointments and they have shown that they are incompetent and unethical in their dealings with clients. My store has received at least 2 cease and desist letters from companies for selling their products without being an unauthorized and more recently, received customer

complaints for selling inauthentic/counterfeit product including ZO Skin Health Exfoliating Polish and ZO Skin Health and Texture Repair. When asked about the counterfeit product claims, Ascend's response was that it was likely from competitors that were upset that our prices were so low and there was nothing to worry about.

Because of their previous poor performance, I did not allow them to make inventory purchases without my approval after product listing and profit analysis. I also wanted to make sure that the products did not have any seller/distribution restrictions which I asked specifically. I purchased inventory through them and they pulled a bait and switch and refused to refund my money even though only a portion of the amount was spent. I had no control of what they purchased and did not know your products (or counterfeits) were listed in my store.

The attached receipt is what they provided to Amazon in order to try and get my store reactivated and I am pretty confident it is fake. The invoice lists my personal information for shipping/billing which isn't correct. All product runs through there warehouses and is sent to Amazon for fulfillment. I would appreciate it if you could review the invoice and provide a response as to it's legitimacy. I am trying to compile documentation to be able to save my store through appeal and show that I played no part in these actions.

I believe they now have a counterfeiting operation that they are running through a 'wholesale distribution' company called Commerce a2z Inc. I have a strong feeling that it is affiliated with Ascend ownership as ii is registered in the same building in Wyoming. Other clients have similar issues with cosmetics that have been purchased for their inventory.

Ascend currently has a pending lawsuit in California: Watkins vs. Ascend and are tied to a current FTC investigation involving another company.

Please feel free to reach out if you have questions or would like additional information.

Best Regards,

Jamaal Sanford

Exhibit 17

DECLARATION OF JAMAAL SANFORD

1. My name is Jamaal Sanford. I live in Springfield, Missouri, 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. This declaration supplements my declaration about Ascend Ecom LLC ("Ascend") dated July 2, 2024.

3. In January 2023, I posted a negative review on Trustpilot. At the time I posted the review, Ascend was using the name AE Logistics and its Trustpilot profile was https://www.trustpilot.com/review/aelogistics.tech.

4. As stated in my prior declaration dated July 2, 2024, Will Basta sent me an email message on January 17, 2023, asking me to remove the negative Trustpilot review.

5. On May 30, 2023, I received a threatening email message from vladkovik@genocide.fun addressed to "Jamaal & family" with "no more games Jamaal" as the subject line. **Attachment A** is a true and correct copy of the threatening message. The sender of the message claimed to be a "russian shadow team that have been hired by our employer to both virtually and physically assure that you remove all negative reviews Jamaal has left of businesses in the past year on trustpilot and facebook. I don't think you understand who you are playing games with when leaving review like this, but more specifically the lengths the business are willing to go and amount they are willing to pay to get these reviews wiped." The sender claimed that they knew where I, my wife, and my daughter live, and that they have a team in my area that is "prepared to do what is necessary to get these review removed physically." The sender said that they had "a team with the ability to get you, your daughter, and your wife imprisoned on various criminal charges and life ruined." Most troubling of all, the sender mentioned my daughter by name and said she "is a very pretty girl" and stated the school she attended, her area of study, and that they want her to graduate "without any

complication due to your ignorant decision." The message also contained a link to an internet site with my daughter's photograph and personal information about me, including my home address, date of birth, Social Security Number, job, and 2022 home IP number.

6. I had left a few negative reviews on Ascend on a few message boards and on Facebook; I also posted the negative Trustpilot review in January 2023 of Ascend, which is the only review that I have ever posted to Trustpilot. I also started a Facebook group to find other people affected by Ascend.

7. The threat angered me, and as I stated in my prior declaration, I purchased a home security system after receiving the threat. Prior to the threat, I felt safe in my community and did not feel the need to have a security system.

8. I shared the threats that I received in a Facebook chat for an Ascend Clients Facebook group that Branden Lathan created, as well as in our WhatsApp group chat.

9. As I researched investing in ecommerce, I found testimonials and ads from Ascend and Optimyze. In those ads and testimonials, Ascend and Optimyze claimed that they had partnerships with companies that manufacture brand name products. I cannot specifically recall the particular brands with which they claimed to have partnerships. This brand affiliation gave me a level of comfort that those relationships would result in larger profits or returns.

10. I logged onto Trustpilot on August 19, 2024, and found that my January 2023 review of Ascend is now posted under the Trustpilot profile for Wefixitlogistics, https://www.trustpilot.com/review/wefixitlogistics.com. **Attachment B** is a true and correct copy of my January 17, 2023, Trustpilot review that I found on August 19, 2024, under Wefixitlogistics' Trustpilot profile.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 08/20/24, 2024 at Springfield, Missouri.

Jamaal Sanford (Aug 20, 2024 16:33 CDT)

Jamaal Sanford

Ascend - Declaration

Final Audit Report 2024-08-20

Created:	2024-08-20
By:	[redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAAMxCjIAjg6VtICLkQGNu5sBUkdfqIkpow

"Ascend - Declaration" History

Document created by [redacted]
2024-08-20 - 8:14:16 PM GMT

Document emailed to Jamaal Sanford [redacted]@gmail.com) for signature
2024-08-20 - 8:16:33 PM GMT

Email viewed by Jamaal Sanford [redacted]@gmail.com)
2024-08-20 - 9:31:43 PM GMT

Document e-signed by Jamaal Sanford [redacted]@gmail.com)
Signature Date: 2024-08-20 - 9:33:05 PM GMT - Time Source: server

Agreement completed.
2024-08-20 - 9:33:05 PM GMT

Attachment A

[redacted]

From: <vladkovik@genocide.fun>
Date: Tue, May 30, 2023 at 11:06 PM
Subject: no more games jamaal
To: <[redacted]@gmail.com>, <[redacted]@sbcglobal.net>

Hello Jamaal & Family.

We will keep this sweet and to point. We are russian shadow team that have been hired by our employer to both virtually and physically assure that you remove all negative reviews Jamaal has left of businesses in the past year on trustpilot and facebook. I don't think you understand who you are playing games with when leaving review like this, but more specifically the lengths the business are willing to go and amount they are willing to pay to get these reviews wiped.

Now, to the point: We know where you, your wife Nadine and your daughter Jayden live. We have team in your area prepared to do what is necessary to get these review removed physically. We also have team with the ability to get you, your daughter, and your wife imprisoned on various criminal charges and life ruined.

You would not want anything bad to happen to your family. Correct?

We see your daughter is performing well at Pittsburg State college. She is a very pretty girl and we want her to graduate with her degree in Graphic Communications without any complication due to your ignorant decision.

This is your first warning. Delete ALL trustpilot reviews you have made, and remove your facebook reviews. Do not play tough guy. You have nothing to gain by keeping these reviews and EVERYTHING to lose by not cooperating.

Do not bother contacting any police or law enforce. They will be useless in feats to find our team located in usa, and especially our team in russia. We are professionals and this will be a waste of your time.

BOTTOM LINE: Simply cooperate and all of your information will be wipe and your family livelyhood untouched. We pride on honesty.

Proof we are not playing:

Name: Jamaal Sanford
Address: [redacted] Springfield, MO [redacted]
DOB: [redacted]
SSN: [redacted]
Job Desc: [redacted]
HOME IP (2022): [redacted]

https://dxbhsrqyrr690.cloudfront.net/sidearm.nextgen.sites/pittstate.sidearmsports.com/images/2022/8/18/Jayden_Sanford-2022.jpg

Do not respond to this email. Remove all reviews. You have 48 hours.

We will be watching you.

Attachment B

Review of Wefixitlogistics

JS **Jamaal Sanford**
1 review US

Jan 17, 2023

Verified

Ascend Struggles to deliver what they promise

I have been with Ascend for a little over a year and to say it has been a disappointing experience is an understatement.

Ascend claims that the typical time to recoup your investment is 12-14 months. To date, I have not shaved a dime off of my initial investment. In fact, I am in the hole approximately $8000 (on top of initial investment) due to purchased, unsold inventory.

Primary issues/concerns:
- High Turnover with store managers/ Store Manager competency
- Follow up and communication after onboarding (has improved after being moved to 'VIP team')
- Questionable product purchases - demand; pricing/profitability
- Transparency - inventory purchasing records; lack of easy access to review store financial performance
- Change in systems: Ryver, ClickUp; Google Docs; App Sheet;
- Information Security: Store Managers and support team primarily use gmail accounts to access store so there is a lack of control if an employee/ex-employee is disgruntled; Credit Card info is stored in a google doc. which obviously is not the most secure method to prevent fraud/theft.

Approximately 6 months in, there was less than $10,000 in purchased inventory and I had only $2700 in sales (not profit). There would also be extended periods of inactivity on my account. I had a conversation with Will Basta and he acknowledged that the store performance was disappointing and agreed to make some changes to try to improve the situation. I was moved to a different support team and definitely saw an increase in activity. Unfortunately, they went overboard and purchased over $20,000 in inventory in one month. The business model was presented that they would purchase products that would move quickly so that you can pay off your inventory purchases each month. This

Regarding product selection/pricing, below is an example that illustrates why the performance of my store has not met expectations.
Purchase Price/Unit: $87.24
Fee Estimate (Amazon): $46.12
Total Cost: $133.36
Sales Price: $139.00
Margin: $5.64
Competitor Price: $96.91
Sales (Units): 0
Sales ($): $0
Amazon fees (inbound transportation/storage): $440.65
So I am already in the hole and it's obvious that this product will not move without a significant cost reduction which will result in a substantial loss considering the competitor price is over $40 less.

For a business that is supposed to be hands off, I have had to have multiple communications with this team to point out issues and concerns in order for them to take action. Keep in mind, I have no experience in this space.

If you notice on social media, they typically don't allow comments/reviews. When I have attempted to post my experiences on Instagram, the comment was quickly removed. When I posted a review on Facebook, the ability to leave reviews was removed shortly thereafter.

I am stuck in this situation until my buy back period is reached (24 months), if they are still in business. I just wanted to warn others out there that what they present in their marketing campaigns is not the experience that I have had. I have spoken with other clients that have had similar experiences, so I know I am not alone with my frustrations. It's a lot of money to invest and I would want to have this information before making this kind of decision.

Date of experience: January 17, 2023

Useful **17** Share

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Exhibit 18

DECLARATION OF JEANETTE SCHNEIDER

1. My name is Jeanette Schneider. I am over the age of 18 and live in Las Vegas, Nevada. The following statements are within my personal knowledge.

2. In about June 2022, a friend of mine introduced me to a company that assisted people with setting up e-commerce stores. I had never heard about this type of business but I was interested in making passive income from money I had. As a result of my internet research, I started getting targeted ads from Ascend Ecom ("Ascend"). Ascend seemed a lot more organized than the other company I was looking at. The other business seemed relatively new and Ascend looked better to me. I looked at their website and I looked at TrustPilot and saw only positive reviews. I did some internet research and did not find anything negative about Ascend.

3. Ascend had a buyback guarantee that made me feel like they would work really hard for me and made me feel secure about joining Ascend. I liked that they were not doing markups on inventory and were passing wholesale prices on to me. I also liked that they had their own warehouses I could visit, and that there was no annual fee. Ascend only wanted a percentage of what I sold, and the other company wanted more money. I loved that Ascend had store managers and that I would get monthly reporting on my store's activity and financials.

4. I spoke to a salesman for Ascend named Cole Angelle. Cole answered all my questions about the buyback and what kind of lines of credit I would need, and he made me feel comfortable about joining Ascend.

5. Cole sent me a form contract for Ascend. **Attachment A** is a true and correct copy of the form contract. After consulting an attorney, I negotiated some changes with Cole. **Attachment B** is a true and correct copy of an email string between me and Cole about contract modifications

6. I decided to invest with Ascend. I signed a contract in July of 2022, but I did not save the modified, signed version of the contract. I paid $38,800 for a

store. In addition to the basic fee, I paid Ascend an "ungating fee" of $5,000. My understanding of ungating was that it was a process through which Ascend would get permission from Amazon for me to sell brand name products. **Attachment C** is an invoice I received from Ascend Ecom for $43,800, for Amazon Wholesale Services and Ungating Service. **Attachment D** is a true and correct copy of an email string between me and Cole about my payment.

7. The company I formed for this business was Mira + Ro LLC and the name of my store was Mira + Ro. The email address I used for the business was [redacted]com.

8. At first it seemed like my store was running well, but then I learned that in the ungating process I had paid for, products were accidentally shipped to Ascend's warehouse in Dallas instead of to my house. This resulted in $2,200 in lost inventory.

9. A friend of mine also invested with Ascend. He and I decided to fly to Grand Prairie, Texas, to see Ascend's warehouses. We went in October 2022. We told Cole about our trip and Cole said he would let "Helen" at the warehouse know we were coming. When we got to the first warehouse, nobody was expecting us. The warehouse was a mess, with disorganized merchandise everywhere. People who worked there told us that Ascend had grown so fast that they had to scale very quickly. The second warehouse, which was nearby, was more organized. Someone named Helen seemed to be in charge there, but she was not expecting us. I saw shelves with my name and my friend's name on it at the second warehouse. My shelves had a few items on them and my friend's shelves had none.

10. After the visit I asked Ascend a lot of questions about my inventory and the workings of the store. Ascend employees kept telling me they had to speak with my store manager, and my store manager kept changing.

11. After my visit to the warehouses, I became increasingly suspicious about Ascend. I decided to take some screen captures from Ascend's social media. **Attachment E** is a true and accurate copy of images from Instagram Stories.

12. **Attachment F** is a true and accurate copy of Will Basta's Instagram profile.

13. **Attachment G** consists of true and accurate copies of images taken from an Instagram video of Will Basta talking about Ascend. The video gave me concerns because of the way Will Basta was representing ecommerce as an asset class, in comparison with regulated markets.

14. **Attachment H** consists of true and accurate copies of images taken from an Instagram video of an Ascend spokesperson saying: "Here's how you can make an extra 100k Per Month Without Having to Lift a Finger." The tone and nature of this video was different from other videos I had seen and it seemed more predatory and less legitimate than what I had seen before.

15. **Attachment I** consists of images taken from a video recording I made of a landing page I was directed to from social media, which says that Ascend has "600+ Successful Clients" and also "700+ Clients".

16. **Attachment J** is a true and correct copy of a screenshot I took from social media, likely Facebook, of a post by Ascend Capventures.

17. **Attachment K** is a true and correct copy of an Instagram post by Ascend Capventures with a statement from Will Basta about trust. I was struck by the statement at the bottom saying "Will Basta, our co-founder and CRO, shares with Forbes how we honor and emphasize honesty at Ascend Ecom."

18. I started seeing some negative reviews on Trust Pilot in about March 2023.

19. I was upset and told Ascend that they were not trying to make my store a success. They had a lot of excuses. They said that Amazon was "a pain,"

and that my inventory was "not a hot sell any more." They said they could get me a better deal with a different wholesaler.

20. I got on a video call with Will Basta and my "VIP" contact, Roland, on April 18, 2023. I told Will and Roland that it had been about nine months since I had started with Ascend and I believed I would be making $3,000 to $5,000 per month by that time. Will was very charming and convincing. He said Ascend had grown very quickly and not to worry. He said he would have someone look at my store and if I bought more inventory from a new wholesaler, Will would offer me a 60-day buyback on the new inventory and my store would be making money in two weeks. He was so convincing that I believed him and sent about $15,000 more to Ascend on April 21, 2023. I put the charge on a credit card.

21. After two weeks, nothing was listed on my store. **Attachment L** consists of true and correct copies of messages I exchanged with people at Ascend about my inventory. Someone at Ascend told me it would take 60 days to resolve.

22. I requested a chargeback from my credit card company. The people at Ascend were furious.

23. On or about May 19, 2023, I had a video call with Roland. I recorded the call. Roland apologized and said he would reach out to managers at Ascend about addressing the problems I was having with my store. He also said he was communicating with Will Basta about my store. Roland said he would be in touch with me. After that call, no inventory was ever placed in my store.

24. On about June 2, 2023, I emailed Will, Jeremy, Roland and Cole at Ascend. I said I thought Ascend was a scam and that I would report them to law enforcement. Will Basta responded that Ascend had "done absolutely nothing against [the] contract terms," and "we do not do early refunds and it is also not up to me, it is a stakeholder choice." On June 6, 2023, Jeremy emailed me. The email said, in part:

- "We have engaged our attorneys already as your credit card dispute of $15,000 has warranted fraud on your behalf as you made an agreement in writing to purchase inventory which you have now charged back which we have a record of."
- "[D]oing a chargeback and removing our access to your Amazon store has completely broken your contract;" and
- "If you decide to publicly shame us or come after us whether it be by the media or through government organizations that end up documenting anything on their website that is untrue, we will use the aforementioned two months of recurring profit saved up along with my parent's pride in my family name (aka my trust fund) to defend ourselves against any outrageous and egregious fraudulent or ponzi scheme claims that you threatened to make, so I hope by threatening us like you have done, you are prepared to use significant resources to defend your claims."

25. I thought Jeremy Leung's email was very aggressive and I felt intimidated. But because Jeremy said he would allow me to keep the money-back guarantee if I reversed the chargeback, I decided to do that. **Attachment M** is a true and correct copy of the email string, starting on June 2, 2023.

26. **Attachment N** consists of messages Ascend sent to Amazon to try to get my store reactivated. **Attachment O** is a true and accurate copy of an email I received from Amazon on October 11, 2023, telling me that my store had been suspended.

27. On November 14, 2023, I received an email from Ascend Capventures Inc.'s "Invoicing and Collections Department." The email said Ascend was going to initiate collections proceedings if I did not pay my outstanding balance within five days. The unpaid bill was for about $130 in shipping charges. **Attachment P** is a true and correct copy of this email. **Attachment Q** is a true and correct copy of

an email Amazon sent me on about December 3, 2023, saying my inventory might be counterfeit.

28. I had a video call with Ascend's attorney, Jonathan Herpy. I recorded the call. Mr. Herpy told me not to worry. He said they would not send me to collections and that maybe Herpy could work with Ascend to get me a deal for Ascend to share other stores' revenue with me to help me pay my monthly credit card fees, until they could fix my store. After the call, Mr. Herpy disappeared. I never heard from him again. Then I received another email from Ascend saying we have to resolve the collection issue. **Attachment R** consists of true and correct copies of emails I sent to Mr. Herpy.

29. I received additional emails from Ascend in May 2024, claiming I owe them more than $480.

30. Over the course of my dealings with Ascend, my store only made about $5,000. I spent my $43,800 investment, plus more than $30,000 for inventory. I have lost a total of about $70,000. I have paid off about $9,000 on my credit card but still owe the rest. I am paying roughly $800-$900 per month just to keep up with the credit card debt.

31. I invested with Ascend thinking that I had done research so I could safely create passive income while I worked on a passion project surrounding children's mental health. Because of losing this money with Ascend, I have had to go back to my old industry and give up on the mental health project, to dig myself out of this hole. I had a plan and it was completely upended. Now I'm in debt, which was never my intention. This has had a terrible effect on me.

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

Executed on Jul 22, 2024, 2024 at Las Vegas, Nevada.

Jeanette Schneider (Jul 22, 2024 06:59 PDT)

Jeanette Schneider

Declaration

Final Audit Report 2024-07-22

Created:	2024-07-19
By:	
Status:	Signed
Transaction ID:	CBJCHBCAABAA9eCMt68HTjBd69_sxdp5ulhEPuoKlrY3

"Declaration" History

Document created by
2024-07-19 - 6:15:45 PM GMT

Document emailed to j om for signature
2024-07-19 - 6:16:28 PM GMT

Email viewed by com
2024-07-22 - 1:58:50 PM GMT

Signer om entered name at signing as Jeanette Schneider
2024-07-22 - 1:59:45 PM GMT

Document e-signed by Jeanette Schneider (com)
Signature Date: 2024-07-22 - 1:59:47 PM GMT - Time Source: server

Agreement completed.
2024-07-22 - 1:59:47 PM GMT

Attachment A

Amazon FBA Management Agreement



Prepared for:
Jeanette Schneider
Created by:
Ascend Ecom LLC

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 following deliverables:

Services (from Manager)	Cost (to client)
Amazon Store Build + FBA product sourcing	$ 40,000
Amazon Store Management + Growth	30% Of Monthly Net Profits
Reseller Certificate	$ 50.00-100.00
Ungating	N/A
Private Label Product (Optional)	N/A
Monthly Software fee (subject to change)	$ 89-300

By signing this Consulting 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 MASTER SERVICES AGREEMENT

This Amazon Master Services 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 Ecom LLC, a Wyoming Limited Liability 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

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 Services

· Reseller Certificate Services

· Product research, sourcing, selecting and listing of products for sale on amazon.com

· Sourcing Wholesale Contracts on behalf of client, (tracked via CRM)

· Handling customer service, returns, issuing refunds, bookkeeping, and handling all issues that arise concerning Client's Amazon.com seller account including customer claims, 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 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 retains the right to provide and use an outside contractor at the Manager's discretion without notifying the Client 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, Manager will act as an independent contractor. Accordingly, Manager will not be required to devote its full time to representing Client. Manager 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.

1.4 No Financial Responsibility. 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.

1.5 Best Efforts. Manager will service Client in a professional manner and to the best of its abilities. Manager cannot and does not guarantee the outcome of its services. Manager cannot and does not guarantee that Client will generate a certain amount of income.

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 privileges 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 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 3 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 $ 40,000 USD, of which $ 40,000 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 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 (30%) 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.

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 $5,000 to reduce Manager's ongoing compensation commission share by 5%. Client may additionally offer to pay Manager an additional $5,000 for another 5% commission share, which Manager has sole discretion whether to accept. 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.

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 defined 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 sixty (60) 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 24 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 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 Client or Manager provide written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 24-month term, if the Client has not made back their initial service fee of $ 40,000 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 24th 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 and "cash back" credits earned from Client's credit cards used on 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.

3.3 Client's Sale of Store. If Client decides to sell the store to a buyer at any time during or after 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 a statement with an invoice on the first of the month 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 5 days (five days) from receipt of invoice. If client fails to pay within 5 days (five days) a late fee of 5% (five percent) will be incurred on payment due.

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 2.4 of this Agreement.

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 2.4 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 start at $0/month for the first 30 days but are not guaranteed to remain constant throughout the term.

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 by Amazon.com. No refunds will be given; 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.

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.

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 without Client's consent to any firm, corporation or other entity of which Manager is an officer, partner, employee, or consultant.

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; dropshipping, private label , additional wholesale brands.

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 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

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	Ascend Ecom LLC
X	X
By:	By:
Date:	Date:

Attachment B

From: Jeanette Schneide [redacted] gmail.com>
Subject: Fwd: Questions
Date: December 19, 2023 at 4:52:04 PM CST
To [redacted]@miraandro.com

---------- Forwarded message ---------
From: **Jeanette Schneide** [redacted] gmail.com>
Date: Tue, Jun 27, 2023 at 1:05 PM
Subject: Fwd: Questions
To [redacted]

---------- Forwarded message ---------
From: **Jeanette Schneider** [redacted] gmail.com>
Date: Wed, Jul 20, 2022 at 6:43 PM
Subject: Re: Questions
To [redacted] <[redacted] aol.com>

Going to call you shortly. I checked the docs and they match. Keep this email chain in a file so that we can show the conversation about legal intention if it ever comes up in the future.

Also, please bookmark and review this link so you understand Amazon seller fees. Ascend doesn't charge any mark up on sourced products or their shipping to Amazon, but Amazon does charge us to ship to our customers. Just good to know and have to refer to in future: https://sell.amazon.com/pricing

On Wed, Jul 20, 2022 at 3:57 PM [redacted] aol.com> wrote:
👌

Sent from my iPhone

On Jul 20, 2022, at 3:28 PM, Jeanette Schneider
[redacted]@gmail.com> wrote:

See my email back. If they send you an updated copy don't sign til we chat. I want to double check wording and we'll coordinate signing.

Sent from my iPhone

Begin forwarded message:

From: Jeanette Schneider [redacted]@gmail.com>
Date: July 20, 2022 at 3:11:41 PM PDT
To: Cole Angelle <cole@ascendecom.com>
Cc: Raymond Villanueva <raymond@ascendecom.com>
Subject: Re: Questions

Hi Cole:

Thanks for your efforts on this! If I understand correctly, it is that we're basically looking out for not only our own interests, but the interest of the other as well. Ascend won't indemnify unless we agree to resolve it through legal means (court or arbitration), and won't indemnify the client if I am (or Eduardo) is just trying to resolve it alone without bringing you into the mix. The same goes for both parties.

Is that accurate?

If that's the case, I'll save this email chain for my files and we can move forward. The wording was a bit confusing, but I believe I understand the intent.

On Wed, Jul 20, 2022 at 7:43 AM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

I hope your morning is going well. I have word back on the contract and wanted to reach out to you. We are fine with rewording 6.3 to make sure you are comfortable and that we can't assign out your store.

On 6.5, the contract language as is works, Here's a simple explanation- Indemnification goes both ways, so

- Ascend could defend/pay for the client's expenses if Ascend does something wrong that causes a 3rd party to claim damages against client, OR
- Client could defend/pay for Ascend's expenses if Client does something wrong that causes a 3rd party to claim damages against Ascend

If a claim arises, whoever receives it has to notify the other party if they believe it's Ascend's fault for the problem. In order for Ascend to indemnify the client (ie. defend the client against the claim or pay for their expenses/damages awarded to the 3rd party) , the claim has to be adjudicated (in court or arbitration) that results in compensation awarded, OR the last line says "settled with the Indemnitor's (Ascend's) prior written consent, which shall not be unreasonably withheld." In order for the client to expect Ascend to indemnify their claim, they have to either 1) give Ascend the option to defend themselves during adjudication, or 2) consent to any settlement. Otherwise, the client could deal with things without Ascend's knowledge and feel no incentive to strongly defend themselves or Ascend's position.

Please let me know if you have any questions and we will send the revised contract shortly with the revision to 6.3.

I look forward to hearing back from you!

Thank you,

On Fri, Jul 15, 2022 at 10:19 AM Jeanette Schneider [redacted]@gmail.com> wrote:
Me again! I'm re-reading the doc to prep for my call with Eduardo. I want to make sure he understands docs as well. I noticed that 6.3 and 6.5 remained the same.

Question:

Could we adjust 6.3 so that we have right to terminate if you assign to an organization where you have no control? I get entities where you are manager, partner, Officer, but if you assign the contract to an entity where Ascend is employee or consultant, that's like selling it away and there may be a material difference in the way they do business.

On 6.5 the language is a little confusing at the end where you talk about adjudication. So if I'm sued you won't indemnify me unless the case is adjudicated? That doesn't seem right. Could you double check that?

Thanks!!

Sent from my iPhone

On Jul 15, 2022, at 7:37 AM, Jeanette Schneider [redacted] gmail.com> wrote:

Hi Cole, I had a bit of a delay w my medical procedure. They had to put me under and intubate (it was a procedure on my heart). It was successful but the last couple days were tough. Eduardo and I have plans to Zoom today at 11 and then I'll be in touch!

Sent from my iPhone

On Jul 15, 2022, at 6:57 AM, Cole Angelle <cole@ascendecom.com> wrote:

Jeanette,

I hope your day is going well and you had a successful procedure. I just wanted to circle back with you for any potential questions you may have for me?

I look forward to hearing from you.

Thank you,

On Wed, Jul 13, 2022 at 10:22 AM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

Thanks so much for getting back to me. That sounds great! Best of luck on your medical procedure and hope that goes great as well.

I look forward to hearing back from you!

Thank you,

On Wed, Jul 13, 2022 at 10:05 AM Jeanette Schneider [redacted] gmail.com> wrote:
We did! We're trying to set up a Zoom to chat since he's in Malibu for the week. I'm having a medical procedure this am so we're shooting for Thursday or Friday. I'll be in touch with questions!

On Wed, Jul 13, 2022 at 7:25 AM Cole Angelle <cole@ascendecom.com> wrote:
Hey Jeanette,

I hope your morning is going well. I just wanted to confirm you and Eduardo received the agreements?

If you have any questions please let me know and I look forward to hearing from you.

Thank you,

On Mon, Jul 11, 2022 at 3:45 PM Cole Angelle <cole@ascendecom.com> wrote:
Thank you! We have shared the agreement with Eduardo as well.

Please let me know if you have any questions and I look forward to hearing from you.

Thank you,

On Mon, Jul 11, 2022 at 12:17 PM Jeanette Schneider <[redacted]@gmail.com> wrote:
[redacted]

Sent from my iPhone

On Jul 11, 2022, at 7:32 AM, Cole Angelle <cole@ascendecom.com> wrote:

Jeanette,

What i [redacted]s full name for agreement purposes?

Thank you,

On Mon, Jul 11, 2022 at 9:27 AM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

That sounds like a plan. I just resent your agreement for your review. I will work on sending over [redacted]s as well.

Please let me know if you have any questions and I look forward to hearing from you.

Thank you,

On Mon, Jul 11, 2022 at 9:16 AM Jeanette Schneider [redacted]@gmail.com> wrote:
Hi Cole, yes two separate stores and agreements. Eduardo basically wants to do everything I'm doing. Everything I've negotiated for myself would stand for him as well as my attorney is reviewing and I'm sharing her notes with him.

On Mon, Jul 11, 2022 at 6:41 AM Cole Angelle <cole@ascendecom.com> wrote:
Hey Jeanette,

Thanks for getting back to me. That sounds great! Yes, I can edit the agreement I sent previously with your LLC name.

Just to confirm, would this be 2 separate stores and agreements for yourself and [redacted]? If so, which package was Eduardo wanting as well?

I can then send those over to you for your review. I look forward to hearing from you!

thank you,

On Sun, Jul 10, 2022 at 12:15 PM Jeanette Schneider [redacted]@gmail.com> wrote:
Hi Cole! I'm back home from my trip and my attorney has confirmed my LLC name is available. Could you send the updated contracts (with all the changes we discussed) with our LLCs as the clients?

Mine is Mira and Ro LLC

[redacted]'s is House of Buddha LLC. His email addres [redacted] aol.com

He and I are connecting this week to review them again together and hopefully sign!

Sent from my iPhone

On Jul 5, 2022, at 2:43 PM, Cole Angelle <cole@ascendecom.com> wrote:

Jeanette,

Thanks so much for getting back to me and for the update. That sounds great!

Have a safe travels and I look forward to hearing from you!

Thank you,

On Tue, Jul 5, 2022 at 3:40 PM Jeanette Schneider [redacted] gmail.com> wrote:
Hi Cole! We've all been held up by the holiday and I'm traveling through end of week. My attorney is working on my LLC and should have confirmation of name, EIN etc soon. Will keep you posted!

Sent from my iPhone

On Jul 5, 2022, at 2:07 PM, Cole Angelle <cole@ascendecom.com> wrote:

Hey Jeanette,

I hope you had a great weekend! I just wanted to circle back with you for any questions or updates that you may have for me?

I look forward to hearing from you!

Thank you,

On Thu, Jun 30, 2022 at 8:48 AM Cole Angelle <cole@ascendecom.com> wrote:
Hey Jeanette,

Thanks for getting back to me. That sounds like a plan as well! Feel free to let me know if you have any questions and what name for the agreements and I will send that over to you.

I look forward to hearing from you and hope you have a great week.

Thank you,

On Thu, Jun 30, 2022 at 3:47 AM Jeanette Schneider [redacted]@gmail.com> wrote:
Thanks Cole! I am traveling, but will get my attorney's thumbs up and talk to Eduardo. I'll likely have her start my LLC so that the contract can be between Ascend and my LLC and I know Eduardo will want to do the same. I'll get all of that to you once I have the green light. Be in touch.

Jeanette

On Wed, Jun 29, 2022 at 12:43 PM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

The agreement with the adjustments has been sent over to you. We have removed the software fee and updated the part where it states the store manager default. On the part where they asked if it is a one time payment the answer is yes. If you choose to pay $5k for an additional 5% and that is approved by our team then it is only a one time payment to do so.

Please let me know if you have any questions and I look forward to hearing from you.

Thank you,

On Wed, Jun 29, 2022 at 8:38 AM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

I hope your day is going well. I just wanted to check in and let you know we are working on the agreement on our end. Once I get the approval from our team I will send over the revised version for your review.

If you have any questions please let me know and I look forward to hearing from you

On Mon, Jun 27, 2022 at 5:08 PM Jeanette Schneider [redacted]@gmail.com> wrote:
Hi Cole:

Thanks so much for chatting with us!

I've attached the doc my lawyer marked up with her questions. Two more things I thought of:

Could you have them write a sentence that Ascend will make best efforts to assist in distribution of outstanding inventory if we were to close down?

Could you add the 5000 ungating fee to the contract?

The rest of the comments are included in the doc. Let me know what you hear back!

Thanks!

Jeanette

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www[redacted]om
IG @[redacted]
Twitter @[redacted]

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Twitter @[redacted]

Attachment C

Ascend Ecom
1309 Coffeen Avenue, Suite 2784
Sheridan, WY 82801
8453990676

INVOICE

Invoice #:	072122-01
Invoice Date:	07/21/22
Amount Due:	$43,800.00

Bill To:

Jeanette Schneider
United States

Due Date
07/24/22

Item	Description	Quantity	Price	Amount
AMZ Automation	Amazon Wholesale Services	1	$38,800.00	$38,800.00
AMZ Ungating	Amazon Ungating Service	1	$5,000.00	$5,000.00

Bank Details:
Chase
Account Name: Ascend Ecom LLC
Account Number: [redacted]7352
Routing Number:
[redacted] (if ACH or direct deposit)
(if wire)
Address:
1309 Coffeen Avenue, Suite 2784
Sheridan, WY, 82801

Subtotal:	$43,800.00
Sales Tax:	**$0.00**
Total:	$43,800.00
Payments:	$0.00
Amount Due:	$43,800.00

To pay online, go to https://app02.us.bill.com/p/ascendecom

Attachment D

From: Jeanette Schneider
To: [redacted]@[redacted].com
Subject: Fwd: Signed, Sealed & Delivered!
Date: Friday, February 2, 2024 4:44:39 PM
Attachments: image0.png

---------- Forwarded message ---------
From: **Cole Angelle** <cole@ascendecom.com>
Date: Fri, Jul 29, 2022 at 8:32 AM
Subject: Re: Signed, Sealed & Delivered!
To: Jeanette Schneider [redacted]@gmail.com>

Hey Jeanette,

Yes the payment has been received on our end and you are good to go! Have a great weekend!

Thank you,

On Fri, Jul 29, 2022 at 10:10 AM Jeanette Schneider [redacted]@gmail.com> wrote:
> Hi Cole, just confirming you guys received wire!
>
> On Tue, Jul 26, 2022 at 10:08 AM Cole Angelle <cole@ascendecom.com> wrote:
> > Awesome thank you for sending this! I'll forward this over to the accounting department.
> >
> > Thank you,
> >
> > On Tue, Jul 26, 2022 at 12:07 PM Jeanette Schneider [redacted]@gmail.com> wrote:
> > > Just received wire confirmation! See attached. You should have it today.
> > >
> > > On Mon, Jul 25, 2022 at 9:53 AM Cole Angelle <cole@ascendecom.com> wrote:
> > > > Sounds great, have a great day!
> > > >
> > > > Thank you,
> > > >
> > > > On Mon, Jul 25, 2022 at 10:35 AM Jeanette Schneider
> > > > [redacted]@gmail.com> wrote:
> > > > > Thanks Coke, appreciate it and will send confirmation once done!
> > > > >
> > > > > Sent from my iPhone
> > > > >
> > > > > On Jul 25, 2022, at 7:14 AM, Cole Angelle <cole@ascendecom.com> wrote:
> > > > > Hey Jeanette,

That is completely fine! Feel free to send over the payment confirmation once you initiate the transfer and I'll forward it to the team for tracking.

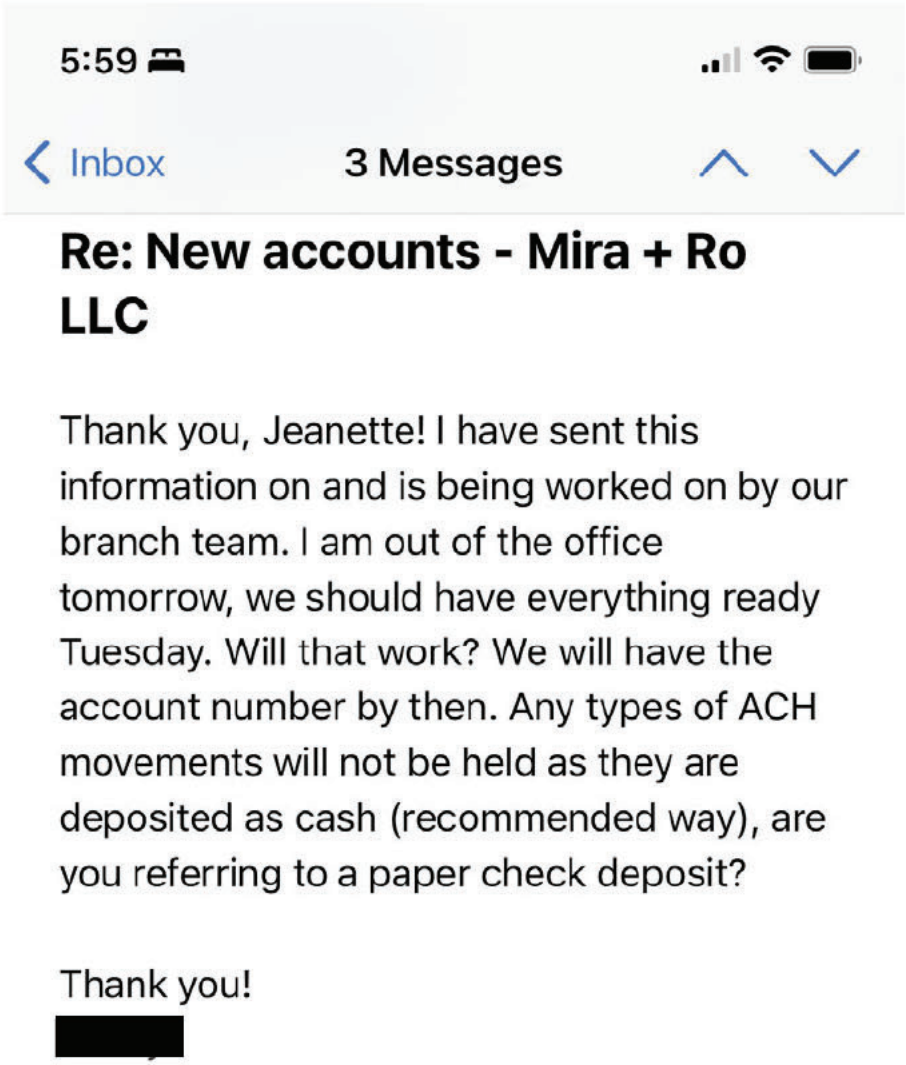
Please let me know if you have any questions or need anything!

Thank you,

On Sat, Jul 23, 2022 at 8:04 AM Jeanette Schneider [redacted]@gmail.com> wrote:

Hi Cole:

Would you guys be willing to accept a wire Tuesday/Wednesday? It would actually clear faster than if Bill.com settles. See attached screen shot. My relationship mgr sent this Thursday. They'll have my LLC set up on Tuesday and it's a cleaner paper trail anyways since I would be able to fund from my LLC instead of a personal account.



[redacted]
VP, Sr Relationship Manager
Cell: [redacted]
Main: [redacted]

LEXICON BANK
TIVOLI VILLAGE
330 S. RAMPART BLVD.
SUITE 150
LAS VEGAS, NV 89145

BEST OF LAS VEGAS

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Sent from my iPhone

On Jul 22, 2022, at 4:08 PM, Cole Angelle <cole@ascendecom.com> wrote:

Hey Jeanette,

No problem at all. If you haven't finalized it yet and If it is easier you can also send the payment via wire transfer for a much faster transaction. Here's the details for wire transfer:

- **Bank Name:** Chase
- **Account Name:** Ascend Ecom LLC
- **Account Number:** [redacted]7352
- **Routing Number:** [redacted]

Address: 1309 Coffeen Avenue Suite 2784, Sheridan, Wyoming 82801

Note: For Wire transfer, please include your name as shown on your contract in the memo so we can locate and confirm payment as soon as possible.

Regards,

On Fri, Jul 22, 2022 at 5:44 PM Jeanette Schneider <[redacted]@gmail.com> wrote:
Hi Cole:

Please see attached. I've scheduled the transfer, but they are asking for a lot of documentation. Just want to show you it is in process!

On Fri, Jul 22, 2022 at 8:19 AM Cole Angelle <cole@ascendecom.com> wrote:
Jeanette,

No problem at all. Awesome, thank you for letting me know. If you'd like to send over the payment confirmations once those go through I can send those to the team for tracking purposes.

If you have any questions please let me know and I look forward to hearing from you!

Thank you,

On Fri, Jul 22, 2022 at 9:36 AM Jeanette Schneider <[redacted]@gmail.com> wrote:
Awesome, thanks Cole. We both sent through our payments last night through bill.com but for just got word back that they need more information to verify our identities before they send the money. I'm sure it is because it is a large amount. We should both have all our account numbers early next week and able to get the stores set up at that point.

On Fri, Jul 22, 2022 at 7:29 AM Cole Angelle <cole@ascendecom.com> wrote:
Hey Jeanette,

That's not a problem at all. We can resend the agreements over for you to sign under your llc

name if you'd like to.

I'll request that from the team now. Please let me know if you need anything else.

Thank you,

On Thu, Jul 21, 2022 at 7:05 PM Jeanette Schneider [redacted]@gmail.com> wrote:

> Cole, dumb question. I realized I (and [redacted] signed our contracts in our individual names on the "By" line. Is there any way we can edit them to reflect our LLC names on the by line? I didn't even realize it until I saw Will's complete doc and did some googling on signing.
>
> On Wed, Jul 20, 2022 at 7:12 PM Cole Angelle <cole@ascendecom.com> wrote:
>
> > Hey Jeanette,
> >
> > Thank you for letting me know and super excited to work with you!
> >
> > Yes I will inform the team to deduct the $1,200 referral fee from the 3% of [redacted]'s $40k package on your invoice!
> >
> > I will also request that with the team and see if they can assign you to the same team if possible.
> >
> > Be on the lookout for an onboarding email from our team tomorrow morning with an invitation into your Ryver communication channel for all next steps and further communication with our team.
> >
> > Have a great night!
> >
> > Thank you,
> >
> > On Wed, Jul 20, 2022 at 9:01 PM Jeanette Schneider [redacted]@gmail.com> wrote:
> >
> > > Hi Cole!
> > >
> > > [redacted] and I just popped on a Zoom, talked through the contract changes and

signed together!

Two things:

Please reduce my amount owed by the referral fee for [redacted] He was lovely and said I deserve it for the work I've done to make this happen for both of us. ☺

Is there any way that we can be assigned to the same team? Of course we'll have separate channels, stores and accounts, but because of my finance background [redacted] likes to run things by me and it would be awesome if we were both talking to the same people.

Let me know what comes next! Excited to get going.

Jeanette

--

Cole Angelle
Director Of Partnerships | **Ascend Ecom**

M 713.882.4557 W www.Ascendecom.com

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www[redacted]com
IG @[redacted]
Twitter @[redacted]

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Director Of Partnerships | **Ascend Ecom**

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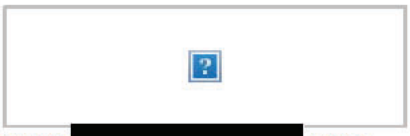

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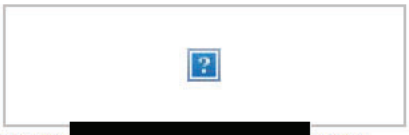

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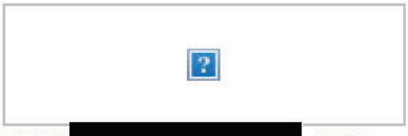

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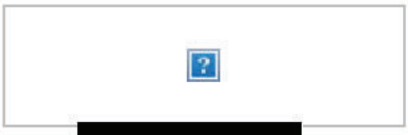

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