

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR **ORANGE** COUNTY, FLORIDA

JO ANNA BROWNING
an individual; HOMAGE
LEGACY INVESTMENTS LLC,
a Florida Limited Liability Company,

Plaintiff,

v.

CASE NO.: _____

EYAD ABBAS
an individual; and EMPOWER
CONSULTING GROUP LLC,
a Florida Limited Liability Company.

Defendants.

COMPLAINT

Plaintiffs, Jo Anna Browning and Homage Legacy Investments LLC, by and through their undersigned attorneys, sue Defendants, Eyad Abbas (herein sometimes referred to as "Abbas"); Empower Consulting Group LLC (sometimes herein referred to as "Empower Consulting"); and allege as follows:

PARTIES JURISDICTION AND VENUE

1. This is an action for breach of contract, breach of fiduciary duty, constructive fraud, fraud in the inducement, negligence, and negligent misrepresentation, resulting in damages in excess of \$500,000, exclusive of costs, interest, and attorney's fees. Plaintiffs also seek equitable relief, including but not limited to disgorgement of monies taken or received by the Defendants.

2. Jurisdiction is proper in Orange County, Florida, because the causes of action that are the subject of this Complaint occurred in Orange County, and the Defendant, Eyad Abbas, was a resident of Orange County at the time that the torts and breaches of contract accrued.

3. Venue is proper in Orange County, Florida, pursuant to Florida Statute § 47.011, because the causes of action alleged herein occurred in Orange County, Florida. The Defendant, Eyad Abbas ("Abbas"), was at the time the torts and breaches of contract initially occurred a resident of Orange County, Florida, although Abbas did subsequently move to Miami-Dade County, Florida. Further, the principal place of business of Empower Consulting was Orange County, Florida, up until a reinstatement was filed with the State of Florida on April 11, 2024, which then showed the principal address in Miami-Dade County, Florida.

4. Plaintiff, Jo Anna Browning ("Ms. Browning" or "Plaintiff"), is an individual residing in Orange County, Florida.

5. Plaintiff, Homage Legacy Investments LLC, ("Homage Legacy") is a Florida limited liability company with its principal place of business in Orange County, Florida.

6. Defendant, Abbas, is the Chief Executive Officer of Empower Consulting. All actions taken by Abbas were within the scope of his authority as the CEO of Empower Consulting and Empower Consulting is liable for all the conduct of Abbas as described in this Complaint.

7. All conditions precedent to bringing this action have occurred, have been performed, or have otherwise been waived or excused.

8. Plaintiffs have retained de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP d/b/a DSK Law, as counsel in this matter and have agreed to pay such firm a reasonable fee. Defendants are obligated to pay such fees and costs, including but not limited to the terms of the Service Agreements that were entered into between Ms. Browning and Empower Consulting.

GENERAL ALLEGATIONS AND BACKGROUND FACTS

9. In June of 2023, Ms. Browning was referred to Abbas by Diego Lozano, for the purpose of growing her real estate investment business. In June 2023, Abbas spoke with Ms. Browning regarding his financial advisory services and specifically told Ms. Browning that he helps business owners secure capital to grow their business. He represented to Ms. Browning that if Ms. Browning used Abbas' services as a financial advisor, Abbas would help Ms. Browning raise capital to grow her own real estate investment business. Ms. Browning communicated with Abbas over the telephone and had various Zoom meetings with him.

10. Ms. Browning has personal experience in investing in real estate by buying properties, rehabilitating and renovating them, and then selling the property once the remodel project is completed. After Ms. Browning had spoken with Abbas about her plan to increase her real estate investments, Abbas stated that he understood Ms. Browning's main goal and purpose for capital. Abbas told Ms. Browning that if she trusted him and used his financial services, then Ms. Browning could use the money/capital to invest in a property. He stated that the plan would be that she would buy a property with these funds, renovate the property, and then sell the property to make a profit. Abbas assured Ms. Browning that, with his advice and assistance, he could help her get the capital she needed to grow her real estate investment business.

11. On or about June 24, 2023, Ms. Browning entered into a Service Agreement (hereafter referred to as the "Service Agreement") with Abbas and his company, Empower Consulting Group, LLC, as the "Service Provider" in which Abbas agreed to provide Ms. Browning with comprehensive credit consultation and loan application services on her behalf. A copy of the Service Agreement is attached to and incorporated by reference into this Complaint as Exhibit "A."

12. Based on the Defendants' representations and conduct, as explained in detail in this Complaint, in mid-July 2023, Abbas and Empower Consulting expanded their responsibilities so as to supposedly assist Ms. Browning in creating, supplying, and operating an Amazon store for Ms. Browning. There is no valid separate contract for such services. The monies taken by Abbas and Empower Consulting from Ms. Browning for the Amazon store amounted to more than One Hundred Seventy-Seven Thousand Nine Hundred Sixty-Eight Dollars and Eighteen Cents (\$177,968.18), and the vast majority of such monies were paid directly to Abbas (over \$100,000). A smaller sum of monies was paid by Ms. Browning to Abbas and Empower Consulting in the amount of Forty-Seven Thousand One Hundred Thirty-Three Dollars (\$47,133) for their credit consultation and loan application services on her behalf. Abbas and Empower Consulting disregarded the corporate form of Empower Consulting and any other Empower entity, because monies taken from Plaintiffs were taken by Abbas and potentially also Empower Consulting.

13. On August 4, 2023, Abbas and Empower Consulting induced Ms. Browning to cause her company, Homage Legacy to enter into an Advertising Service Agreement so as to allegedly run paid Instagram advertising with capital provided by Homage Legacy Investments and/or Ms. Browning. A copy of the "Advertising Service Agreement" is attached to and incorporated by reference into this Complaint as Exhibit "B". The use of Homage Legacy was done at the recommendation of Abbas and Empower Consulting, and the funds used were actually from Ms. Browning.

14. By taking control of Ms. Browning's finances and causing Ms. Browning to obtain the loans as set forth below, Abbas and Empower Consulting took advantage of Ms. Browning, and abused the relationship of trust and confidence that had been created between them.

15. Abbas and Empower Consulting, through their misconduct towards Ms. Browning, caused Ms. Browning to obtain credit and enter into financial transactions that were of no benefit to her, and which resulted in Abbas and Empower Consulting literally stealing the monies drawn on the loans, credit transactions, and investments that Abbas induced her to make.

16. The Service Agreement, the Advertising Service Agreement, and the representations made by Abbas to Ms. Browning created a fiduciary relationship of trust and confidence between Ms. Browning, on the one hand, and Abbas and Empower Consulting, on the other hand. Ms. Browning gave Abbas and Empower Consulting her highly confidential financial information and she trusted and relied upon Abbas and Empower Consulting to guide her in her efforts to obtain capital to invest in various matters, including but not limited to, renovation of real estate.

17. For example, under the Service Provider's reporting duties in the Service Agreement, Abbas and Empower Consulting agreed to maintain and preserve all financial records and make such reports that might reasonably be required in his discretion. Abbas and Empower Consulting agreed to fully and accurately disclose to Ms. Browning all matters pertaining to Ms. Browning's credit status, including all reports, correspondence and other information that might come into Abbas' possession or attention.

18. In the Service Agreement, under Standards of Performance, Empower Consulting and Abbas agreed to perform all duties in a diligent, professional, and ethical manner, and in full compliance with all applicable laws, rules, and regulations.

19. For Empower Consulting's and Abbas' capital funding performance pursuant to the Service Agreement, Ms. Browning agreed to compensate Abbas and Empower Consulting twelve percent (12%) of the total funds secured for Ms. Browning. Ms. Browning paid Abbas twelve percent (12%) which came out to Forty-Seven Thousand One Hundred Thirty-Three Dollars (\$47,133.00)

Any such payment, however, was only if Empower Consulting and Abbas performed all duties in a diligent, professional, and ethical manner, and in full compliance with all applicable laws, rules, and regulations, including their obligation to act solely for the benefit of Ms. Browning in fulfillment of their high fiduciary duty owed to her. Empower Consulting and Abbas utterly failed to comply with these obligations.

20. Empower Consulting's and Abbas' assistance as a service provider to Ms. Browning meant Abbas would assist Ms. Browning in submitting applications for any new loans, new lines of credit, and opening checking and savings accounts with financial institutions in a responsible manner that would enhance Ms. Browning's financial status and provide capital to her at a reasonable rate of interest.

21. In this regard, Abbas informed Ms. Browning that he needed to review her personal and business tax returns that were filed from the previous year as well as her current bank statements that were in her personal name and businesses' names.

22. On June 23, 2023, Ms. Browning emailed Abbas the requested tax returns. On June 29, 2023, Ms. Browning emailed Abbas with the requested bank statements. In the Confidential Information Section of the Agreement, the agreement states, "Service Provider may be entrusted with confidential financial information belonging to the client, Ms. Browning, during Service Provider's engagement." In accordance with the representations made to Ms. Browning, Ms. Browning did provide Abbas and Empower Consulting with much of her confidential financial information.

23. On June 28, 2023, Abbas instructed Ms. Browning to open an Experian account to track her financial and credit score. Then Abbas instructed Ms. Browning to apply online to the following financial institutions: Parsons Federal Credit Union a/k/a Skyla Credit Union; First Tech Federal Credit Union; Digital Federal Credit Union "DCU"; and Navy Federal Credit Union.

24. Abbas and Empower Consulting instructed Ms. Browning to open checking accounts in her personal name with each financial institution. Trusting Abbas based upon his claim of superior knowledge, and the fiduciary relationship owed to her, Ms. Browning did as Abbas instructed her to do and opened checking accounts with each bank.

25. Ms. Browning did not have any prior relationships with these financial institutions before entering into the Service Agreement with Empower Consulting and Abbas. Abbas chose each financial institution to which Ms. Browning was instructed to apply. Once the checking accounts were all opened, Abbas instructed Ms. Browning to deposit Five-Thousand Dollars (\$5,000) of her own money into each of these accounts.

26. On June 29, 2023, Abbas called Ms. Browning and instructed her to go into her bank, Truist, and open a checking account in her LLC's name, Homage Legacy Investments LLC. Ms. Browning already had a personal checking account opened with Truist at the time. Abbas told Ms. Browning that once she was in the bank, she would need to meet with the branch manager to open the checking account in her LLC's name and deposit \$5,000 of her own money into this new account. In addition, Abbas further instructed Ms. Browning to apply to Truist for a business line of credit for \$50,000 for Homage Legacy Investments LLC, as well as a business credit card.

27. Ms. Browning did as Abbas instructed her to do, and she went into her local Truist branch in Orlando, Florida. As instructed by Abbas, Ms. Browning opened the checking account in Homage Legacy Investments LLC's name, deposited \$5,000 of her own money into the account, and applied for a business credit card in Homage Legacy Investments LLC's name.

28. Ms. Browning was approved for a business cash credit card for \$20,000. After two weeks of review by Truist's representative for small business banking consultant, Ms. Browning's

business line of credit request for \$50,000 was denied. Ms. Browning informed Abbas of Truist's decision to deny her loan request.

29. On July 5, 2023, Ms. Browning did as Abbas instructed her to do and deposited \$5,000 of her own money into her checking account with Parsons Federal Credit Union a/k/a Skyla Credit Union; \$5,000 of her own money into her checking account with First Tech Federal Credit Union; \$5,000 of her own money into her checking account with Digital Federal Credit Union ("DCU") and \$5,000 of her own money into her checking account with Navy Federal Credit Union.

30. On July 5, 2023, Abbas called and informed Ms. Browning about a home improvement loan involving a remodel project through Hopps Construction Services paid by a financial institution called Mosaic.

31. Ms. Browning did not have a previous relationship with Mosaic or Hopps Construction Services before working with Abbas and Empower Consulting.

32. Abbas and Empower Consulting informed Ms. Browning that other clients of his had used this product in the past and were happy with the services provided by Hopps Construction through Mosaic. Ms. Browning told Abbas that she did not have a remodel project to do at the time since she had not purchased property to renovate.

33. Abbas informed Ms. Browning that she could have a property secured after the funding round with Abbas was complete, then Browning could use this loan on that property to help with the remodeling work that would be needed.

34. Abbas further stated that Ms. Browning could use this loan on any of her properties. Based on the representations by Abbas, and in reliance on his supposed expertise, Ms. Browning agreed to apply for the loan and was approved for the loan on the same day.

41. Abbas instructed Ms. Browning the same as he had previously done and told her to reply “yes” to the text message. Abbas said the steps would be complete and Ms. Browning could expect the \$55,000 to be sent to her in one lump sum.

42. All of the above statements by Abbas and Empower Consulting about the Mosaic and Hopps Construction funding transaction were materially false, as no funding from Mosaic was ever received by Ms. Browning. All of these representations by Abbas and Empower Consulting were materially false and induced Ms. Browning to continue to follow the advice of Defendants; such conduct also constituted breaches of the Service Agreement, and breaches of Abbas’ and Empower Consulting’s fiduciary duties to Ms. Browning.

43. On July 13, 2023, Abbas continued with the funding services for Ms. Browning by asking Ms. Browning what debit cards and credit cards she currently had opened at the time. Ms. Browning informed Abbas that she banked with Chase and Truist, and that she had debit cards with both financial institutions.

44. Ms. Browning also informed Abbas that she had a few credit cards in her name which were American Express, Capital One, Marcus by Goldman Sachs (GM Rewards Card), Citi Card and her Home Depot credit card. Abbas informed Browning that he wanted to generate more capital for her by using the relationships she already had with these particular creditors.

45. Abbas instructed Ms. Browning to ask the creditors if they would increase her spending limit on those credit cards.

46. Abbas told Ms. Browning to open more credit cards with other creditors with which she did not have established relationships. Pursuant to Abbas’ instructions to Ms. Browning, she called American Express first and asked them to increase the limit on her current American Express credit card, which they agreed to do.

47. Abbas then instructed Ms. Browning to call American Express again and apply for two different cards which were the American Express Business Cash Card, which would give her 2% cash back on all purchases, and the American Express Business Plus Credit Card, which would give her points back. Abbas told Ms. Browning that when she was applying over the phone with American Express for these credit cards, to let them know her company's name was Homage Legacy Investments LLC and that she is the General Manager.

48. It was clear that Abbas knew what questions American Express was going to ask Ms. Browning. Abbas instructed Ms. Browning to say that her total annual income was a certain sum. Abbas came up with this number on his own. Abbas instructed Ms. Browning to say that her annual business revenue projections were a certain amount which Abbas also came up with on his own.

49. Ms. Browning was approved for the American Express Business Cash Card in the amount of Ten Thousand Dollars (\$10,000) with an interest rate of 18.49% and Ms. Browning was approved for the American Express Business Plus Credit Card in the amount of Thirty-Five Thousand Dollars (\$35,000) with an interest rate of 18.24%.

50. On July 13, 2023, Abbas instructed Ms. Browning to apply online for a Home Improvement loan with LightStream. Ms. Browning did not have a previous relationship with LightStream before working with Abbas.

51. Based on the trust she had placed in Abbas and Empower Consulting, Ms. Browning did as Abbas instructed her to do and applied for LightStream's Home Improvement loan.

52. Abbas helped Ms. Browning fill out the LightStream application online by helping her answer LightStream's questions.

53. In the application, LightStream asked Ms. Browning how much her monthly mortgage payment was; how much equity she had in her home; and how much cash she had in her checking accounts.

54. Ms. Browning was approved for Fifty-Thousand One-Hundred Seventy-Five Dollars and Seventy Cents (\$50,175.70) loan from LightStream with a 9.84% interest rate on July 13, 2023.

55. After the LightStream loan was approved, Abbas instructed Ms. Browning to make a phone call to Chase Bank and apply for the Chase Ink Business Cash Credit Card.

56. It was apparent that Abbas knew ahead of time what questions Chase Bank would ask Ms. Browning.

57. Abbas helped Ms. Browning answer Chase's questions to get approved for this credit card. The questions Chase asked Ms. Browning were how much her annual income was, and Abbas instructed her to give the sum to use. Chase asked Ms. Browning how much her annual business revenue projections were. Abbas instructed Ms. Browning to answer that her annual business revenue projections were a certain amount. Chase also asked Ms. Browning how much her monthly spending was. Abbas instructed her the amount to state to that question.

58. Ms. Browning was approved for the Chase Ink Business Cash Credit Card in the amount of Ten-Thousand Five Hundred (\$10,500) dollars with a zero percent interest rate for twelve (12) months with 18.24% interest rate after the promotional period is over.

59. Abbas instructed Ms. Browning to call Chase again and apply for the Chase Ink Business Unlimited Credit Card, but Ms. Browning was denied due to too many requests on her credit.

60. On the same day, July 13, 2023, Abbas instructed Ms. Browning to go online to SoFi Bank's website and apply for a personal loan through SoFi.

68. On August 10, 2023, DCU approved Ms. Browning for a Fifteen Thousand (\$15,000) dollar loan with 11.49% interest rate. On August 28, 2023, DCU approved Ms. Browning for a personal credit card up to \$19,500 with a 13.75% interest rate.

69. On July 13, 2023, Abbas instructed Ms. Browning to call Navy Federal Credit Union and apply for a personal loan and a credit card.

70. Ms. Browning did not have a previous relationship with Navy Federal. Ms. Browning asked Abbas if he thought that she would get approved with Navy Federal Credit Union because she understood that there was a requirement regarding being in the military.

71. Abbas asked Ms. Browning if anyone in her family was active duty in the military or a veteran. Ms. Browning told Abbas that her father was a veteran. Abbas told Ms. Browning that she would be approved based on her father's military service.

72. It was apparent that Abbas knew what questions Navy Federal Credit Union would ask Ms. Browning before she made the phone call. Abbas instructed Ms. Browning to tell Navy Federal that her annual income amount was a certain amount. Abbas instructed Ms. Browning to inform Navy Federal that her monthly mortgage payment was a certain amount and that the amount of cash in her current checking account totaled a certain amount.

73. Navy Federal approved Ms. Browning for a Fifty Thousand Dollar (\$50,000) personal loan with a 17.85% interest rate on the same day. Navy Federal also approved Ms. Browning for a credit card with a Twenty Thousand Dollar (\$20,000) limit and 18% interest rate on July 15, 2023.

74. On July 17, 2023, Abbas called Ms. Browning to continue with what she believed was a valid funding process. Abbas instructed Ms. Browning to call Upgrade and open an account with them.

75. Ms. Browning did not have a previous relationship with Upgrade before working with Abbas. Ms. Browning did as Abbas instructed her to do.

76. After that phone call was over, Abbas asked Ms. Browning to call Discover and apply for a personal loan through Discover.

77. It was apparent that Abbas knew what questions Discover would ask Ms. Browning before she made the phone call.

78. Abbas instructed Ms. Browning to tell Discover that her annual income was a certain amount and that the money in her checking account totaled a certain amount. Ms. Browning did as Abbas instructed Ms. Browning to do, and Ms. Browning was denied by Discover due to too many inquiries on her credit.

79. Ms. Browning called Abbas that same day, July 17, 2023, and informed Abbas that her loan request was denied by Discover. Ms. Browning also told Abbas that she was concerned and that these requests for credit would be too much money for her to handle. Ms. Browning stated that there was too much funding split between loans and credit cards, which Ms. Browning would not be able to use to purchase a property with these funds.

80. Ms. Browning further spoke with Abbas about all these inquiries happening on her credit all at once. Abbas told Ms. Browning not to worry, and that Abbas and his colleagues at Empower Consulting would erase the inquiries from her credit reports. These statements to Ms. Browning were materially false.

81. On July 17, 2023, Abbas asked Ms. Browning to call American Express and instructed her to apply for a business line of credit, which he explained as being a revolving line of credit.

82. Abbas told Ms. Browning that American Express would probably approve her since she already had a relationship with American Express. Pursuant to Abbas' instructions, Ms. Browning called American Express and applied for the business line of credit.

83. It was apparent that Abbas already knew what questions American Express would ask Ms. Browning. Abbas instructed Ms. Browning to tell American Express that her company's name was Homage Legacy Investments LLC and that she was the General Manager.

84. Abbas also instructed Ms. Browning to say to American Express, if asked, that her total annual income was a certain sum, and that her annual business revenue projections were a certain amount.

85. Abbas also told Ms. Browning that if American Express asked about the money in her checking account, to tell them the total amount right then was a certain amount. Abbas came up with these numbers on his own.

86. Ms. Browning was approved for the business line of credit in the amount of Twenty-Seven Thousand One Hundred Dollars (\$27,100) with a 20.25% interest rate. These funds were deposited into Ms. Browning's checking account with Chase Bank on July 18, 2023.

87. On July 17, 2023, Abbas also instructed Ms. Browning to call Fifth Third Bank and open a checking account, request a debit card with Fifth Third, and deposit Five Thousand Dollars (\$5,000) of her own personal money into the account.

88. Ms. Browning did not have a previous relationship with Fifth Third Bank before working with Abbas.

89. Based on the trust that Ms. Browning continued to place in Abbas and Empower Consulting, Ms. Browning did as Abbas instructed her to do and called Fifth Third Bank to open a

checking account. Fifth Third Bank asked Ms. Browning to go into one of their branch offices for these services.

90. Ms. Browning called Abbas back informing Abbas that an in-person meeting was needed. Abbas told Ms. Browning that he would schedule the meeting for her with Fifth Third Bank and that he would call with instructions.

91. Abbas instructed Ms. Browning to go to Fifth Third Bank's branch in Lakeland, FL. Abbas told Ms. Browning she was to meet with Michael Anselmo, Branch Manager, regarding opening a checking account. Abbas further instructed Ms. Browning to apply for a personal loan with Mr. Anselmo once she was there in person.

92. Ms. Browning drove to the Fifth Third Bank in Lakeland, Florida, and met with Michael Anselmo. Ms. Browning did as Abbas had instructed her to do by opening the checking account, depositing Five Thousand Dollars (\$5,000) of her own personal money into the checking account, requesting a debit card for the account, and applying for a personal loan.

93. Fifth Third Bank took a couple of days to review Ms. Browning's application for the personal loan and on July 31, 2023, the loan was denied by Fifth Third Bank.

94. On July 20, 2023, Abbas called Ms. Browning instructing her to open accounts with HappyMoney.com and Prosper. Ms. Browning had no previous relationship with HappyMoney.com and Prosper.

95. Ms. Browning did as Abbas instructed her to do and opened accounts with both companies. Then Abbas asked Ms. Browning to call American Express and apply for a personal loan in her name.

96. Ms. Browning informed Abbas that she had already been approved for a loan through American Express for Twenty-Seven Thousand One Hundred Dollars (\$27,100).

97. Abbas responded and stated to Ms. Browning that the loan with American Express was a revolving line of credit. He stated to Ms. Browning that she would be applying for a personal loan in her name because this loan was different.

98. Abbas instructed Ms. Browning to tell American Express that her company's name was Homage Legacy Investments LLC and that she was the General Manager. Abbas also instructed Ms. Browning to say to American Express, if asked, that her total annual income is a certain amount and that her annual business revenue projections were a certain amount. Abbas came up with those numbers on his own.

99. Ms. Browning did as Abbas instructed her to do, and she was approved for a personal loan through American Express for Twenty-Five Thousand (\$25,000) dollars with a 6.99% interest rate. These funds were deposited into Ms. Browning's checking account with Chase Bank on July 21, 2023.

100. On July 24, 2023, Abbas called Ms. Browning to instruct her to go online to Parsons Federal Credit Union a/k/a Skylar Credit Union's website and apply for a personal loan in her name.

101. Abbas told Ms. Browning she could use the money for home repairs and improvements. Abbas stayed on the phone with Ms. Browning as she went online to Skylar's website to apply for a personal loan. Abbas instructed Ms. Browning to apply for the personal loan of Twenty Thousand Dollars (\$20,000) with a term of sixty (60) months.

102. Abbas instructed Ms. Browning to tell Skylar, if asked, that her annual income was a certain amount and that the money in her checking account totaled a certain amount. Abbas came up with these numbers on his own.

103. Ms. Browning was approved on the same day for the personal loan of Twenty Thousand Dollars (\$20,000) for sixty (60) months with a 9.99% interest rate.

104. Also on July 24, 2023, Abbas called Ms. Browning, instructing her to go into a Wells Fargo branch and open a premier checking account in her name. Ms. Browning did not have a banking relationship with Wells Fargo.

105. Abbas told Ms. Browning that she would open the premier checking account, request a debit card for the account, and deposit Fifty Thousand Dollars (\$50,000) from her Chase checking account into this Wells Fargo account.

106. Abbas stated that his goal was for Ms. Browning to get a personal loan through Wells Fargo. Abbas told Ms. Browning that she needed to show Wells Fargo that she had a substantial amount of money in her checking account first before they approved her for a personal loan.

107. Abbas told Ms. Browning that once she did all the above steps to then apply for the personal loan before leaving Wells Fargo.

108. Ms. Browning did as Abbas instructed her to do, and she went to a local Wells Fargo branch in Orlando, Florida.

109. At Wells Fargo, Ms. Browning opened the premier checking account with Wells Fargo, requested a debit card for the account, and she also deposited Fifty Thousand Dollars (\$50,000) from her Chase checking account into the Wells Fargo account.

110. While at the Wells Fargo branch, Ms. Browning applied for a personal loan in her name. The Wells Fargo representative told Ms. Browning that Wells Fargo would review her application for the personal loan and let her know later about the outcome.

111. On August 1, 2023, Wells Fargo denied Ms. Browning a personal loan due to her having too many inquiries on her credit at once. Ms. Browning called Abbas and informed him of Wells Fargo's decision to deny her personal loan request.

in monthly spending. In spite of Ms. Browning's concerns, Abbas said it was fine and for Ms. Browning to call Goldman Sachs to try to get their business credit card. Ms. Browning called Goldman Sachs as Abbas instructed her to do and applied for a business credit card. Goldman Sachs denied Ms. Browning's request for a business credit card due to too many inquiries about her credit.

120. On September 21, 2023, Ms. Browning received an email and text from Mosaic titled, "Action required, reply "yes" if Hopps Construction Services had completed this stage of your Project Joanna project: final effect for \$33,000". Ms. Browning sent Abbas a text message letting him know that she had received a text from Mosaic and asked Abbas what she should say. Abbas texted her back saying that he was just about to text her, as he just got off the phone with Josh Fabro. Abbas sent Ms. Browning a picture of a text message thread between him and Fabro.

121. Purportedly, Fabro texted Abbas stating "Just sent Joanna the confirmation text. Once she replies "YES" in a few days or by end of next week it'll update my portal with her date of disbursement. Appreciate you taking the call and I look forward to more business with you." Based upon the instructions from Abbas, her trust in him and Empower Consulting, and his continual display of supposed expertise in getting funding for his clients, Ms. Browning told Abbas that she would reply with "YES".

122. On September 25, 2023, Ms. Browning emailed Abbas regarding a payment reminder received from Mosaic. Ms. Browning stated in her email, "I haven't seen any of this money yet, when will I?"

123. On September 27, 2023, continuing with his misconduct towards Ms. Browning, Abbas sent Ms. Browning a text message falsely stating, "I just got your email regarding the status of Mosaic and that it should be any day now". Abbas said he would reach out to Josh to get a specific date for disbursement.

124. On October 14, 2023, Ms. Browning called Abbas, but he did not answer her telephone call. Ms. Browning sent Abbas a text message asking, “What was the status of the Mosaic loan of \$55,000?” Abbas texted Ms. Browning back falsely stating, “The Mosaic loan should be released between the 23rd – 27th and that I will reach out to Josh Fabro to see if he can get that process expedited”.

125. On October 30, 2023, Ms. Browning sent Abbas a text message asking him if he had received any update from Josh Fabro on the Mosaic/Hopps loan for Fifty-Five Thousand Dollars (\$55,000). Ms. Browning also texted Abbas that she had paid Abbas his commission as a financial advisor but that she hadn’t received any results yet.

126. Abbas texted Ms. Browning back saying he has been on Josh’s (expletive removed) every single day to make sure that gets to you (and one other client) as well. Abbas falsely responded, “Mosaic is just being slow on their end so we’re trying to pressure their operators to release asap. I’ll make sure they get that out, but I should have a better ETA soon. I don’t foresee this taking much longer”.

127. Ms. Browning continued to text Abbas about Mosaic on November 8, 2023, and November 20, 2023, and Abbas finally responded to Ms. Browning on November 27, 2023, falsely saying “Hey Joanna! Just got back to the office. I’m hounding Mosaic and they told me that they will 100% have something before the end of this month released. Thank you for your patience on that front”.

128. Based upon Abbas’ representations that the problem was with Mosaic, and not himself or Empower Consulting, and justifiably relying on the representations of her financial advisor, Abbas, on September 27, 2023, Ms. Browning filed a complaint with the Consumer Financial Protection Bureau (CFPB) against Mosaic.

129. Based on the representations and conduct of Abbas and Empower Consulting, Ms. Browning borrowed for her real estate and other investment businesses approximately Three Hundred Ninety-Two Thousand Seven Hundred Seventy-Five Dollars (\$392,775).

130. All these loans and credit card transactions were not for the benefit of Ms. Browning but were a breach of contract, and breach of Abbas' and Empower Consulting's fiduciary duties to Ms. Browning. Ms. Browning was unable to use the capital to purchase real estate since half of the funds were on credit cards and the other half were loans.

131. Abbas took monies from Ms. Browning's accounts, claiming they were for his financial services pursuant to their twelve percent (12%) funding agreement, which amounted to at least Forty-Seven Thousand One-Hundred Thirty-Three Dollars (\$47,133). Ms. Browning received no benefits from these alleged services by Abbas and Empower Consulting for their credit consultation and loan application services on her behalf.

132. Ms. Browning spoke with Abbas about this issue because this was not the strategy that Ms. Browning agreed to in the beginning when she agreed to hire Abbas and Empower Consulting for financial services.

133. Ms. Browning told Abbas that his financial services were supposed to provide Ms. Browning with business funding / monies to invest in real estate.

134. Abbas assured Ms. Browning that this business funding was a smart investment for her real estate investment business, and that she would be able to pay off this debt quickly once she purchased property to invest in. Ms. Browning asked Abbas how she would be able to purchase real estate with the funds generated. Abbas told Ms. Browning that he would instruct her how to withdraw money from the credit cards. Ms. Browning asked Abbas how this would work, and Abbas said if she withdrew money from the credit cards, she would need to send the money to him. Ms. Browning

refused to do this. Ms. Browning asked Abbas “Why would I withdrawal money from the credit cards and send you the money?” Abbas’ response to Ms. Browning was that the monies could not be sent to her if she withdrew money from her credit cards. Ms. Browning disagreed with Abbas. Ms. Browning did not want to withdraw money from the credit cards. Ms. Browning had already maxed out her funds financially due to Abbas’ instructions on generating an excessive amount of funds that totaled Three Hundred Ninety-Two Thousand Seven Hundred Seventy-Five Dollars (\$392,775).

135. Abbas told Ms. Browning that the first round of business funding was officially complete and that she would need to pay Abbas his twelve percent (12%) financial services fee, which came out to Forty-Seven Thousand One Hundred Thirty-Three Dollars (\$47,133). Ms. Browning told Abbas that she barely had enough money in her checking account to pay him. Abbas said that she could split up the payment into two payments, but that the money was due once the services were complete. Abbas also informed Ms. Browning that she could go into the checking accounts that he had her open in the beginning of the business funding which were Skyla, First Tech Federal Credit Union, and Digital Federal Credit Union, and move the Five Thousand Dollars (\$5,000) out of each of those accounts into her Chase account to pay Abbas. Ms. Browning told Abbas that she would work on transferring those monies into her Chase account, and then she would be in a better position to pay Abbas by the next month.

136. Based on Abbas’ false representations and the fiduciary duty owed to Ms. Browning, and in justifiable reliance on such conduct, on September 5, 2023, Ms. Browning wired Abbas and Empower Consulting half of the money that he claimed was due him and Empower Consulting, which amounted to Twenty-Three Thousand Five Hundred Sixty-Six Dollars (\$23,566.00) from her Chase account. Abbas confirmed that he received the wire transfer.

137. On September 7, 2023, Ms. Browning wired Abbas the remaining one-half of the monies that he claimed were due to him and Empower Consulting, which amounted to Twenty-Three Thousand Five Hundred Sixty-Seven Dollars (\$23,567.00) from her Chase account. Abbas confirmed that he received her wire transfer, and Ms. Browning had paid in full for his financial services.

138. In truth and in fact, Abbas and Empower Consulting had provided no benefit to Ms. Browning, and Abbas and Empower Consulting were engaged in an elaborate scheme to defraud Ms. Browning, breach of the fiduciary duties owed to her, and breach of the Service Agreement, Advertising Service Agreement, and Empower Consulting's agreement to provide Amazon store services.

139. Alternatively, if Abbas' and Empower Consulting's purpose was not intentional and fraudulent for the purpose of causing Ms. Browning to take out loans for which Abbas would receive 12% and for the purpose of then inducing Ms. Browning to then invest in business investments to him and Empower Consulting, such conduct by Abbas and Empower Consulting was either negligent, grossly negligent, or innocent but in violation of their fiduciary duties owed to Ms. Browning. Such conduct of the Defendants resulted in the enrichment of the Defendants and the total destruction of Ms. Browning's finances.

140. As described below, Abbas and Empower Consulting induced Ms. Browning to invest in two ventures run by Abbas and Empower Consulting. Ms. Browning was induced to invest all monies from the loans and credit cards into these two investment ventures run by Abbas and Empower Consulting. All of the monies invested by Ms. Browning were lost or stolen by Abbas and Empower Consulting.

141. Ms. Browning had also wanted to start an online Amazon store to sell products that are related to real estate. Abbas told Ms. Browning that he had many years of experience running his own online Amazon store.

142. Abbas also claimed that he ran the Amazon stores for various clients that were also profitable. Abbas encouraged Ms. Browning to entrust him to run for her an online Amazon store.

143. Ms. Browning had not trusted anyone in the past to start and operate an online Amazon store for her, but in July 2023 she felt that Abbas was trustworthy. Abbas informed Ms. Browning that Abbas and his Amazon partner, William “Willy” Nguyen, would take the lead and do everything for her regarding her online Amazon store.

144. The responsibilities included finding the best consumable products in high demand for her online Amazon store that Ms. Browning would approve or disapprove, and that Abbas and Nguyen would run the store themselves.

145. Abbas represented to Ms. Browning that all Ms. Browning would have to do was to set up her LLC for the online Amazon store, have a business checking account in that LLC’s name, keep Sixty to Seventy-Five days (60-75) worth of product on hand, and give them access to her online Amazon store so they could manage the online Amazon store themselves.

146. Abbas represented to Ms. Browning that he and Mr. Nguyen would track the sales of the product(s), re-order product(s) for her Amazon store along with handling the day-to-day business needs. Abbas told Ms. Browning that they would cycle the product(s) and reinvest in the same product(s) if the product was profitable.

147. Abbas claimed that once they set up her online Amazon store, Ms. Browning would simply do an online verification process with Amazon, and afterwards Abbas and Nguyen would take over the account. As time went on, Abbas informed Ms. Browning that she would need to keep track

of her emails from Amazon. Abbas told Ms. Browning that she would need to check her Amazon seller central account periodically to see if any products were being returned. Also, Abbas told Ms. Browning that he and/or Nguyen would contact Ms. Browning to approve and/or disapprove of reordering the same product(s) or ordering new product(s) that Abbas and Nguyen felt would be great investments.

148. While on July 13, 2023, Ms. Browning was presented with a document called a Master Services Agreement with Empower Cosmetics, LLC, run by Abbas, it was signed by Empower Consulting, and not Empower Cosmetics. It was not a valid agreement because the real person with whom she was told was handling the investment was Abbas, and the entity with which she dealt was Empower Consulting. In any event, Ms. Browning only dealt with Abbas, who claimed he personally would run an online Amazon store for Ms. Browning and sell various products in the store on her behalf.

149. The startup costs for Abbas to open Ms. Browning's online Amazon store were Fifty Thousand Dollars (\$50,000) with a profit split of 90/10 and a launch term of twelve (12) months. Ms. Browning paid Abbas Fifty Thousand Dollars (\$50,000) in startup costs via two different wire transfers for Twenty-Five Thousand Dollars (\$25,000) each that Ms. Browning sent to Abbas on July 14, 2023, and July 17, 2023.

150. On July 19, 2023, Ms. Browning completed her initial interview with Amazon via video call with an Amazon associate. On July 20, 2023, Abbas called Ms. Browning and instructed her to give Abbas the online Amazon account login and password information, as well as adding Mr. Nguyen as an authorized user to her online Amazon store account for Legacy Items.

151. Ms. Browning did as Abbas instructed, and she gave Abbas her Amazon login information. Ms. Browning added Mr. Nguyen as an authorized user to manage her online Amazon

in the online Amazon store, Legacy Items. Supposedly, the cough drops sold out in her online Amazon store, Legacy Items, but Ms. Browning did not receive any payment, funds, or proceeds from Amazon for this product, nor from Abbas. When Ms. Browning asked Abbas to explain why she didn't make any money off the cough drops, Abbas could not give her a reason.

162. On October 12, 2023, Ms. Browning received an email from Amazon regarding the Instant Air Purifiers that were being sold in Legacy Items. Amazon's email entitled "Dangerous goods (hazmat) status update". In the email, Amazon said it was conducting a dangerous goods (hazmat) review of one or more of her products. Battery information was needed for: SKU: BJ-7D97-YR7B which are the Instant air purifiers. Ms. Browning forwarded the email to Abbas and Nguyen asking if she needed to do anything.

163. Nguyen replied to her email on the same day stating: "I'm uploading the proper documents". Ms. Browning replied to Nguyen's email stating "Thank you". On October 18, 2023, Nguyen emailed Ms. Browning again stating: "I submitted the doc. Please let me know if you receive any emails for a response within the next two to three days". Ms. Browning replied to Nguyen's email stating "Thank you and will do."

164. On October 18, 2023, Ms. Browning received an email from FBA (Fulfillment by Amazon) "Inbound Shipment Receiving which said the carrier delivering shipment (FBA17G024FJG) ha[d] checked in at an Amazon fulfillment center. We are uploading the shipment and will begin receiving your inventory soon". Ms. Browning forwarded the email to Mr. Nguyen on the same day.

165. On October 19, 2023, Ms. Browning received an email from FBA (Fulfillment by Amazon) "Inbound Shipment Checked-In which said the carrier delivering shipment (FBA17FZDT2FX) ha[d] checked in at an Amazon fulfillment center. We are uploading the shipment

and will begin receiving your inventory soon”. On October 19, 2023, Ms. Browning received another email from FBA Inbound Shipment Receiving (FBA17FZDT2FX) stating “Amazon is in the process of receiving the inventory for shipment ID (FBA17FZDT2FX) at a fulfillment center”.

166. On October 21, 2023, Ms. Browning received an email from Amazon Seller Central Notifications entitled: “Dangerous goods (hazmat) status update”. The email stated, “Amazon performs regular reviews on products in their fulfillment centers that may be regulated as dangerous goods (also known as hazmat). We conduct these reviews to help ensure that our shipments meet regulatory requirements and safety standards for our customers and employees. Following one such review, the dangerous goods status of one or more of your products has changed. Fulfillable Items: The following products were previously unfulfillable through Fulfillment by Amazon or no longer allowed in shipments to Amazon fulfillment centers. These restrictions have been removed. The product below can continue to be fulfilled by Amazon or returned to you, and you can resume sending new units to fulfillment centers. The product discussed in the email is Instant HEPA Quiet Air Purifiers SKU: BJ-7D97-YR7B. Current Status: Non dangerous goods. Notes: dangerous goods review for this product is completed”.

167. On October 22, 2023, Abbas called Ms. Browning and began discussing her finances with her. Abbas asked Ms. Browning about the balances available on her credit cards. Ms. Browning stated, “There is nothing available, I’m maxed out, and not happy with your financial guidance at all.”

168. Abbas then asked Ms. Browning to go through her credit cards and let him know what was available. Abbas still owed her money from her online Amazon store and her investment in marketing ads with his company.

169. When Ms. Browning asked Abbas when she could expect to receive her money, Abbas kept saying it would be very soon. In spite of his misconduct towards Ms. Browning, Abbas

claimed that he was waiting for payment from some of his clients and once those clients paid his invoices, he would remit payment to Ms. Browning. Abbas did not deny that he owed Ms. Browning monies but instead stated that he was waiting for payment from other clients of his.

170. By this time in late October 2023, Ms. Browning emailed Abbas with her credit card information and expressed to Abbas her growing concern about not being able to pay her monthly bills every month due to the debt incurred by Ms. Browning through Abbas' financial guidance. Ms. Browning stated to Abbas that her total monthly bills were Thirteen Thousand Four Hundred Forty-Four Dollars and Eleven Cents (\$13,444.11).

171. Before Abbas' financial guidance to Ms. Browning, her monthly bills were Four Thousand Thirty-Nine Dollars (\$4,039.00) and she now had incurred an additional Nine Thousand Four Hundred Five Dollars and Eleven Cents (\$9,405.11) in monthly bills resulting directly from Abbas' instructions with Ms. Browning's finances.

172. On October 25, 2023, Ms. Browning forwarded an email to Mr. Nguyen from Amazon Seller Central Communications (Do Not Reply) regarding a refund initiated for order 113-5154418-1861826 asking Mr. Nguyen if the item was returned by the consumer. Mr. Nguyen did not reply to Ms. Browning's email.

173. On October 26, 2023, Amazon Services emailed Ms. Browning advising her that payment was on the way to her in the amount of Three Hundred Thirty-One Dollars and Ninety Four Cents (\$331.94) and would be deposited into her Truist checking account.

174. On November 6, 2023, at 5:44 p.m., Amazon Seller Central Notifications emailed Ms. Browning stating that Amazon had shipped her sold items. FBA had processed and shipped an FBA order to a customer for one Instant HEPA Air Purifier.

175. In the afternoon of November 7, 2023, Ms. Browning noticed that she had an email from Amazon that was sent to her on November 6, 2023, at 9:05 p.m. In the email, Amazon.com stated that her selling privileges had been removed and her Seller account had been deactivated in accordance with Section 3 of Amazon's Business Solutions Agreement. The email went on to say "Your listings have been disabled. Funds will not be transferred to you but will be held in your account while we work with you to address this issue. This may take up to 90 days, but funds may be held longer. Please ship any open orders to avoid further impact to your account." According to Amazon, Ms. Browning had a separate account Dee-Vee, which was enforced for violating one of their policies. As a result, Ms. Browning may no longer use the Legacy Items selling account to sell on Amazon.com. This information was incorrect as Ms. Browning did not own the other Amazon account called Dee-Vee. Ms. Browning called Abbas regarding this issue and Abbas informed Ms. Browning to forward the email to Nguyen and that he would get this issue corrected.

176. On November 7, 2023, Ms. Browning received an email from Amazon stating that Amazon had shipped your sold item(s). FBA had processed and shipped an FBA order to a customer for one Instant HEPA Air Purifier.

177. On November 8, 2023, Ms. Browning received an email from Amazon titled "Review of your Amazon account". In the email, Amazon said that Legacy Items had been found to be related to an account beginning with Dee-Vee. The email from Amazon stated, "We received your submission but do not have enough information to reactivate your account at this time. To reactivate your account, please provide evidence that you have never owned a separate account and believe this deactivation was in error by providing supporting documentation. This includes but is not limited to any authorized or unauthorized relationship through a third-party company or evidence of account compromise. If we cannot substantiate the claim, your account will not be reinstated." Ms. Browning

forwarded the email to Abbas and Nguyen, asking them “What do we do? What information can we send to Amazon?”

178. On November 9, 2023, Amazon emailed Ms. Browning advising her that her online Amazon account had been reinstated. “Hello Legacy Items, thank you for your submission. We reviewed your explanation and reactivated your account.” Ms. Browning forwarded the email to Abbas and Nguyen in excitement. Ms. Browning received an email from Amazon.com regarding “FBA Inbound Shipment Received In-Full (FBA17G024FJG) at its final Amazon fulfillment center destination and has been fully processed into inventory. Your units are now fulfillable”.

179. On November 22, 2023, Ms. Browning received an email from Amazon.com regarding “FBA Inbound Shipment Received In-Full (FBA17FZDT2FX) at its final Amazon fulfillment center destination and has been fully processed into inventory. Your units are now fulfillable”.

180. On November 23, 2023, Ms. Browning received an email from Amazon Services stating that payment was on the way to her in the amount of Seven Hundred Thirteen Dollars and Fifty-Four Cents (\$713.54) and would be deposited into her Truist checking account.

181. On December 5, 2023, Ms. Browning received an email from Seller Central titled, “Action required: Re-verify your Amazon seller account”. Ms. Browning forwarded the email to Abbas and Nguyen on December 6, 2023, and called Abbas. Abbas advised Ms. Browning to call Nguyen if she had any questions when she was verifying the account. Ms. Browning called Nguyen and specifically asked Nguyen what information Ms. Browning should put under “information about your business”.

182. On December 8, 2023, Ms. Browning received an email from Amazon Services that stated they were missing information about her online Amazon business that was needed to comply

with the INFORM Consumers Act. Amazon asked Ms. Browning to confirm her banking information and her phone number in her online Amazon Seller Central account. Ms. Browning verified all the requested information on the same day in her online Amazon Seller Central account.

183. On December 21, 2023, Ms. Browning received an email from Amazon Services stating that payment was on the way to her in the amount of Seven Thousand Six Hundred Eight Dollars and Twenty-One Cents (\$7,608.21) and would be deposited into her Truist checking account. However, the beginning of the email said: "Disbursement Attempted". Ms. Browning received these funds in her checking account on December 26, 2023.

184. On December 31, 2023, Ms. Browning received an email from Amazon Services stating that payment was on the way to her in the amount of Sixty-Nine Dollars and Twenty-One Cents (\$69.21) and would be deposited into her Truist checking account. Ms. Browning received these funds in her checking account on January 2, 2024.

185. On January 4, 2024, Ms. Browning received an email from Amazon Services stating that payment was on the way to her in the amount of Three Thousand Eight Hundred Twelve Dollars and Fifty-Seven Cents (\$3,812.57) and would be deposited into her Truist checking account. Ms. Browning received these funds in her checking account on January 8, 2024.

186. On January 11, 2024, Ms. Browning purchased a second round of Instant HEPA Air Purifiers after Abbas texted her about a different supplier who could get the Instant HEPA Air Purifiers at a much better price than his previous supplier.

187. Abbas advised Ms. Browning that the cost would be Eleven Thousand Dollars (\$11,000) for 170 air purifiers. Abbas asked her which credit card he could use to bill her for the air purifiers. Ms. Browning instructed Abbas to use her AMEX Plus Business Cash Card. Ms. Browning also asked Abbas how long it would take to restock the air purifiers and Abbas advised it would be

15-30 days. Ms. Browning then asked Abbas that after Amazon's fees, would she make money off the \$11,000 investment? Ms. Browning's last round of air purifiers didn't generate any money for her. Ms. Browning lost money on the investment. She did not make her initial investment back and she lost more money due to Amazon fees and interest on the credit card. Abbas said, "That was strange and shouldn't be the case. I will take a look."

188. Abbas told Ms. Browning that she should be making around Thirteen Thousand Five Hundred – Fourteen Thousand Five Hundred (\$13,500 - \$14,500) in profit off this second round of air purifiers. Ms. Browning reminded Abbas when purchasing the first round of air purifiers, Ms. Browning put over Seventeen Thousand Dollars on her Truist credit card and did not make it all back. Abbas said, "Something is off there". The text messages ended for the evening.

189. When Ms. Browning reviewed her AMEX statement the following month on February 14, 2024, she found that she was charged Twelve Thousand Two-Hundred Fifty (\$12,250.00) dollars by Evertsen Equity. Ms. Browning was upset and called Abbas about this charge. Abbas said it was for the air purifiers and that they were more than he expected. Ms. Browning was upset with Abbas, as she did not give him permission to charge Twelve Thousand Two-Hundred Fifty (\$12,250.00) on her credit card, as she only authorized him to charge Eleven Thousand Dollars (\$11,000) to the card and no more.

190. On January 14, 2024, Ms. Browning received an email from Amazon Services stating that payment was on the way to her in the amount of One Hundred Thirty-Eight Dollars and Forty-Two Cents (\$138.42) and would be deposited into her Truist checking account. Ms. Browning received these funds in her checking account on January 16, 2024.

191. On January 15, 2024, Ms. Browning received an email from FBA Operations stating that the following automated unfulfillable removal has been created: Removal Order ID Qxlc0Uqkjj.

Ms. Browning forwarded the email on January 16, 2024, to Abbas and Nguyen asking them if the item could be resold on Amazon instead of the product being sent to her address. They did not respond to her email.

192. On January 18, 2024, Ms. Browning received an email from Amazon services stating that they charged her credit card \$607.88 to settle her Amazon seller account balance.

193. On January 23, 2024, Ms. Browning spoke with Abbas about the monies received in her Amazon Seller Central Account for the Instant HEPA Air Purifiers, as the numbers did not add up. The amount received was short of what Ms. Browning expected. Abbas and Browning reviewed her Seller Central Account and all the net proceeds that were listed between the period of October 12, 2023, and January 4, 2024. The net proceeds displayed on her online Amazon store, Legacy Items, totaled Seventeen Thousand One Hundred Sixteen Dollars and Seventy-Nine Cents (\$17,116.79) based on sales of Thirty-One Thousand Nine Hundred Ninety-Nine Dollars and Sixty Cents (\$31,999.60). Ms. Browning was missing Six Thousand Eight Hundred Nine Dollars (\$6,809.00) from her proceeds.

194. On January 24, 2024, Abbas sent Browning a text message with a screen-shot picture between Abbas and Ignacio. Abbas said Ignacio is an Amazon consultant that Abbas knows and that he was speaking with Ignacio about the net proceeds received in her online Amazon store Legacy Items. Abbas told her that they were generating a report that shows where her proceeds went but that it looked like Amazon raised their percentage on how much proceeds they could collect from her store. Abbas said Amazon has the right to do this at any time.

195. On January 27, 2024, Ms. Browning sent Abbas a text message asking Abbas if he had an update on Amazon. Abbas text back with "Just recently got the report, we're going through it today!"

196. On January 29, 2024, Ms. Browning sent Abbas a text message asking Abbas if he had a chance to review the Amazon report and find out the discrepancy with her money. Abbas texted Ms. Browning stating that “This is a bit more complex than initially anticipated, there are some numbers on here that have no explanation. We’re working on it diligently! I’ll let you know as soon as we’ve figured everything out.” Ms. Browning told Abbas this was frustrating and the whole point of creating the online Amazon store was to make money and she had put over Seventeen Thousand Dollars (\$17,000) on her credit card to purchase the first order of air purifiers, so she needs to make money or there is no point to this.

197. Between January 29, 2024, and January 30, 2024, Ms. Browning received three (3) different emails from Amazon Seller Central regarding the five (5) recent sales of Ricola Cough Drops in her online Amazon store Legacy Items. FBA had processed and shipped her FBA orders to customers.

198. On January 30, 2024, Ms. Browning received an email from Amazon Services stating, “Action Required: Provide proof of commercial liability insurance coverage for the products you sell in Amazon stores within thirty (30) days of receiving this email.”

199. Ms. Browning forwarded this email to Abbas and Nguyen asking them if her store had this insurance. Ms. Browning also called Abbas asking him about this commercial liability insurance that Amazon requested, and Abbas informed Ms. Browning that she would need to secure this commercial liability insurance for her online Amazon store Legacy Items as that was her responsibility and if she had any questions to call Nguyen to assist her. Ms. Browning called Nguyen and waited for a return call from him, which never happened.

unsuitable inventory because she did not understand why this was happening. Abbas assured Ms. Browning that he was working on getting her account back activated. Ms. Browning sent Abbas a text message that same day asking if the appeal got submitted but Abbas did not respond to her text message.

215. On February 25, 2024, Ms. Browning received an email from Amazon Seller Central stating that she would soon be enrolled in Remote Fulfillment with FBA. The email stated that she had been identified as an eligible seller for Remote Fulfillment with FBA and would be enrolled over the next thirty (30) days. Ms. Browning could not be enrolled in Remote Fulfillment with FBA, however, because her online Amazon store and Amazon Seller Central account was still deactivated.

216. Between February 25, 2024, and March 4, 2024, Ms. Browning's frustration continued to grow as she logged into her Amazon Seller Central account and continued to see her online Amazon store deactivated. On February 26, 2024, Ms. Browning sent Abbas a text message asking Abbas if the appeal got filed as she could not do anything on her Amazon Seller Central account.

217. On February 27, 2024, Abbas informed Ms. Browning, via text message, "All things Amazon related should be taken care of entirely as well as Mosaic".

218. Another week had almost gone by and Ms. Browning's concern over her online Amazon store, Legacy Items, grew. Ms. Browning called Abbas and discussed her online Amazon store in detail. Ms. Browning asked Abbas if the appeal had been filed, and he said yes. Ms. Browning asked Abbas if/when her store would be reactivated. Abbas informed her that he wasn't sure, it was up to Amazon at this point.

219. Later, Ms. Browning was informed by Amazon that an appeal had not been filed by Abbas, or anyone associated with Abbas, on her behalf.

220. Ms. Browning expressed to Abbas that she was livid with the whole process of him running the online Amazon store and dealing with two different occasions of Amazon shutting her store down due to violations that were not under her control. Ms. Browning had invested a lot of money, and she was not making any money, she was losing money on this Amazon store. Abbas told Ms. Browning that her second round of air purifiers would give her money back along with Two Thousand Dollars (\$2,000) minimum in profit. Abbas assured Ms. Browning not to worry because Nguyen was selling the second order of Instant HEPA Air Purifiers in his online Amazon store, since her store was deactivated, and the monies from the sale of the second order of air purifiers would go to her. All of these representations by Abbas and Empower Consulting were false.

221. On March 3, 2024, since Ms. Browning's online Amazon store, Legacy Items, was still deactivated and Nguyen was now selling her air purifiers in his online Amazon store, Ms. Browning asked Abbas what he suggested that she do with the commercial liability insurance that she secured for her store. Abbas instructed Ms. Browning to cancel the commercial liability insurance through Next Insurance. On March 4, 2024, Ms. Browning cancelled the Next Insurance policy pursuant to Abbas' instructions.

222. On March 16, 2024, Ms. Browning texted Abbas about her second round of the Instant HEPA Air Purifiers and if Nguyen had started selling them in his online Amazon store. Ms. Browning stressed to Abbas that she really needed the air purifiers to sell for her to get her money back. Ms. Browning also asked Abbas again about the cough drop sales in addition to the Fifty Thousand Dollar (\$50,000) wire that she sent to Abbas back on July 21, 2023, for Amazon products and working capital. Abbas kept asking Ms. Browning to pay for the products every time products needed to be ordered including the second round of Instant HEPA Air Purifiers and the order of Ricola Cough Drops that were both charged to her American Express card, even though Ms. Browning had

previously paid Abbas and Empower Consulting over One Hundred Thousand Dollars (\$100,000). Abbas responded to Ms. Browning, via text stating that “I’ll be back in the office on Tuesday/Wednesday, and I’ll take a closer look and report back. Regardless, when I make you whole all of that will be coming back to you.” (Emphasis added)

223. On March 19, 2024, Abbas sent Ms. Browning a text message with two screen shot photos of Instant Air Purifiers. In the picture, Ms. Browning saw a piece of paper over the inventory that said: “ACCT-ARCBEST-AMAZON / SWIMS# 1990 / PO/REF: F1-Forward / Pallet 3 of 3 / #439110814 and Abbas said, “The pallets are in and prepped”. The photo was actually dated February 9, 2024, looking at the internal photo description, but at the time, Ms. Browning was unaware of this information.

224. On March 20, 2024, Abbas and Ms. Browning discussed the Mosaic issue. Abbas informed Ms. Browning that he had been speaking with his contact at Mosaic, Josh Fabro. Abbas told Ms. Browning that he thought Fabro had done something shady with the Fifty-Five Thousand Dollars (\$55,000) that was supposed to be sent to Ms. Browning directly because Fabro had retained a lawyer and said he couldn’t talk to Abbas anymore. Abbas sent Ms. Browning the text message thread between the two of them. Per Abbas’ text message to Fabro, he said “If I don’t receive anything by end of day today, I’m pulling the plug and conducting a very thorough investigation on everything. Including how you’ve been handling this situation. I’ve had enough, and I already have indication from other parties which prove to me that there’s something here that’s not right. The disrespect is absolutely appalling, and I don’t care if I have to spend an extra \$100k at this point to end this whole nightmare. I don’t want (expletive removed) excuses, I want a concrete timeline that you can be held accountable for, or money for my clients by tonight. Fabro’s purported text message response to Abbas said “Sorry for the delay...and I don’t like giving out dates if they’re not secured. Can you

give me until the end of the month to sort out this situation. I will not have it paid in full but I will definitely have made progress. I just wasn't prepared to pay this out of pocket and have my commissions delayed. Give me until this Saturday to make a good faith payment but I would like to have at least close to \$10,000.00 sent to you before the end of the month. Then regroup on the 28th or 29th on the plan for the rest. I know I am not one to walk away from this situation without it being handled. Can we agree to this and schedule a call this Friday to confirm first payment."

225. Between the end of March and first of April 2024, Ms. Browning called Abbas multiple times to speak with him regarding the status of her Amazon account; the status of her air purifiers being sold by Nguyen in Nguyen's online Amazon store; as well as the Mosaic issue, but Abbas did not answer, and he did not call her back. On April 14, 2024, Ms. Browning called Abbas again, but he did not answer. Ms. Browning sent Abbas text messages asking Abbas if Amazon had ever responded to the appeal, and if he was getting Mosaic closed out and a refund issued like he had said. Ms. Browning went on to text Abbas that the clock keeps ticking on these items and she needs to get her money back. She reminded Abbas that she had One Hundred Fifty Thousand Dollars (\$150,000) invested in marketing ads with him and that she spent Fifty Thousand Dollars (\$50,000) to start the online Amazon store with Abbas, not counting Abbas' twelve percent (12%) return that she paid him regarding the funding she received from Abbas. Amazon supposedly took more than their fees and also took her profit on the sales, and she feels like she keeps losing. She stressed to Abbas that she needed to get her money back. Ms. Browning and Abbas finally spoke by telephone on April 16, 2024, but Abbas did not have any new information for Ms. Browning.

226. On May 7, 2024, Abbas sent Ms. Browning a text message saying "Hey good morning, Joanna, haven't forgot about you. I am still working on getting an ETA selling out the products in full. I have a sizeable ads payout for you coming at the end of this month as well. I've

also escalated the issue with Josh's partners with regards to Mosaic. I promise you we will get all this taken care of." (Emphasis supplied)

227. On May 8, 2024, Ms. Browning sent Abbas a lengthy text message explaining how unhappy she was and explain some of the damages she had incurred. On May 8, 2024, Abbas sent Ms. Browning a text message that read "Hey Joanna, I understand your frustration and believe me I'm with you. This hasn't gone how I had hoped either. By the same token we've done everything we could to try to resolve the issues that came up to no avail, which is why I'm going to make you entirely whole." (emphasis added)

228. Ms. Browning's total investment with Abbas and Empower Consulting regarding the Amazon store includes, but is not limited to the following: monies paid to Abbas from Ms. Browning for starting and running her online Amazon store Legacy Items: \$50,000 startup cost; having working capital on hand in the amount of \$50,000; and then investing in the actual products to sell in her online Amazon store. Further, Ms. Browning bought the first round of air purifiers for \$17,249.93; Ms. Browning bought Ricola cough drops for \$1,459.47 and Ms. Browning bought the second round of air purifiers for \$12,250.00. Amazon charged Ms. Browning fees that Ms. Browning has paid monthly and continues to pay. These fees were automatically deducted by Amazon from Ms. Browning's Truist account which totaled \$2,208.49. In addition, Amazon had already deducted \$15,138.93 from Ms. Browning's online Amazon store, Legacy Items' total sales of the products that were sold. As such, Ms. Browning's losses regarding the Amazon store investment, which losses were caused by Abbas and Empower Consulting exceed One Hundred Seventy-Seven Thousand Nine Hundred Sixty-Eight Dollars and Eighteen Cents (\$177,968.18).

229. All the capital that Abbas advised Ms. Browning to take out for her businesses went back to Abbas to invest in Abbas' businesses. Ms. Browning had paid Abbas twelve percent (12%)

per their Service Agreement, which amounted to Forty-Seven Thousand One-Hundred Thirty-Three (\$47,133) dollars. In addition to that, Ms. Browning invested in Abbas for him to start and run her online Amazon store, which came out to One Hundred Seventy-Seven Thousand Nine Hundred Sixty-Eight Dollars and Eighteen Cents (\$177,968.18) and after her Amazon ordeal she is left with an online Amazon store that is forever deactivated.

230. To date, Ms. Browning's online Amazon store, Legacy Items, and her Amazon Seller Central account are still deactivated under Section 3 of Amazon's Business Solutions Agreement. Ms. Browning appealed to have her account reactivated but Amazon informed her via email on January 23, 2025, that her account cannot be reactivated due to her Amazon seller account being used to engage in deceptive, fraudulent, or illegal activity that harms their customers, other selling partners, and their store. Additionally, the impacted inventory may be disposed of in accordance with the "Unsuitable Inventory Investigations Policy". The deactivation of Ms. Browning's Amazon Central Seller account and online Amazon store is solely due to Abbas' and Empower Consulting's wrongdoings. To date, Abbas has failed to correct his actions and wrongdoings against Ms. Browning and her Amazon Seller Central account and online Amazon store.

231. Additionally, Abbas induced Ms. Browning to invest in him and Empower Consulting through running marketing ads on social media platforms. Abbas asked Ms. Browning to invest One Hundred Thousand Dollars (\$100,000) into these social media ads. Abbas told Ms. Browning that she could make a lot of money by investing in the marketing ads with him and this would keep her cash flowing over the next three to four months. Abbas specifically stated to Ms. Browning that if she invested One Hundred Thousand Dollars (\$100,000) in the marketing/advertising ads, he would make her Twenty Thousand Dollars (\$20,000) minimum in four months or less, which would result in a twenty percent (20%) profit. Ms. Browning said no, as she

didn't like the idea of investing in social media advertising. Ms. Browning told Abbas that she was still frustrated that the business funding/capital that Abbas had generated for Ms. Browning could not be used to invest in real estate, which was the reason she agreed to have Abbas help her in the first place.

232. As weeks went by, Abbas kept asking Ms. Browning to invest in ads with him because he assured Ms. Browning that it is an investment that pays a good return on her investment. Abbas assured Ms. Browning that she would recoup her money back in six (6) months or less with twenty percent (20%) profit.

233. Abbas showed Ms. Browning a promotional video that he made for the ads investment, which was currently running on social media platforms Facebook and Instagram. Ms. Browning was on both social media platforms herself and saw ads for businesses on these social media platforms. Since there was not enough money to invest in real estate, she ultimately agreed to enter into the Advertising Services Agreement with Abbas.

234. As stated above, on August 4, 2023, after Abbas repeatedly asked Ms. Browning, she entered into the Advertising Services Agreement.

235. On the same day, August 4, 2023, Ms. Browning sent a wire transfer to Abbas, from her Chase account, for Fifty Thousand Dollars (\$50,000) and this money cleared her account on August 7, 2023. Abbas confirmed that he received the wire.

236. On August 9, 2023, Ms. Browning sent another wire to Abbas, from her Chase account, for Fifty Thousand Dollars (\$50,000) and Abbas confirmed that he received the wire.

237. On October 15, 2023, Ms. Browning sent Abbas a text message regarding her monthly bills and how worried she was because she could not afford to pay anything as she did not have the

money. She texted Abbas that she needs to get money coming in from Amazon and the ads. Abbas did not text her back.

238. On October 16, 2023, Ms. Browning sent Abbas a text message asking if he had time to talk that day. Abbas did not respond. Ms. Browning sent Abbas another text message an hour later stating "I'm running numbers on all my monthly bills and I'm drowning! With the new debt of \$9,370.11/month incurred from the funding round along with my personal monthly bills of \$4,039. I have a total of \$13,409/month. I don't make that much money in real estate to keep this afloat and I'm nervous. I'll be broke in 3 months at this rate...." Abbas texted Ms. Browning back saying "I'll be back in Florida come Wednesday, I'll speak with Josh for additional lending info for you. The idea here is to use that lending to pay down current lending. I have a wire coming in today for you for the first client services by ads. I'll send a more detailed breakdown of the clients in the pipeline as well Wednesday. I'll check the air purifiers as well for you asap. You should be getting a payout there soon." Ms. Browning texted Abbas right back saying "I don't want additional lending because I can't pay back what I currently have. All the available money that is left is on credit cards and they're not going to be able to help me pay all my bills. Let's talk more when you get back, thanks. I never received the Hopps loan of \$55k know anything about that?" Abbas texted Ms. Browning back saying, "Yeah that one is coming October 23-27th."

239. On October 18, 2023, Ms. Browning received Two Thousand Dollars (\$2,000.00) via wire from Abbas from the Advertising Services Agreement. Ms. Browning sent Abbas a text message on the same day asking Abbas if he had time to talk that afternoon. Abbas texted back stating he would call her once he had a chance. The two continued to text and Abbas said to Ms. Browning via text message "So this is what I got for you so far: \$2,000 today (\$10k client invoice), \$4,300 should be Monday/Tuesday (\$21,500 client invoice), and another \$2,000 end of next week (\$10k invoice).

We have about 4 more clients in the pipeline that should be completed within the next 20-45 days. Now that we have almost finished ramping up the ads, we should have between 3-5 clients rotating monthly. I have also been pressing Josh to get that Hopps released to you as soon as possible so that you can have that liquidity in your hands asap.” Ms. Browning texted Abbas back saying “thank you, thank you. I’m slowly drowning”.

240. On October 22, 2023, Ms. Browning spoke with Abbas over the phone in detail about all the funding, the credit card bills, Amazon, as well as her investment in his advertising services. Abbas asked Ms. Browning to let her know what her available balances were on her credit cards. Ms. Browning thought this was strange because to her, it’s not about what the available balances are, it’s about when Abbas will pay her back from these investments and make her whole as he said. Ms. Browning stated this to Abbas in that phone call conversation. When they got off the phone, Ms. Browning sent Abbas an email titled Available Balance on Cards that read: “Hi Eyad, good afternoon. I went through my credit cards, and this is what I have available credit as of today: AMEX Business Cash Card \$8,701.00, AMEX Business Plus Card \$35,000.00, Chase Ink \$10,500.00, Navy Fed Go Rewards Credit Card \$20,000.00, and Navy Fed \$50,000 loan is gone and the Truist cc is maxed out. I believe we used Truist for Amazon products as well as keeping the two AMEX cards on file for more products. I have \$13,444.11 in bills every month and it makes me very nervous, especially with the real estate market not doing well with rates being 8% right now. I have \$9,405.11 in monthly bills related to the funding and \$4,039 in my own personal bills before any food & gas. I’m also paying back the IRS \$500/month. How can I better my finances and stay afloat on my monthly bills, any suggestions?” Abbas never responded to Ms. Browning’s email.

241. On October 30, 2023, Ms. Browning called Abbas asking when she can receive more money from the advertising investment. Abbas told Ms. Browning that he was waiting on clients to pay his invoices then she would receive more money. Ms. Browning responded that she was following up with him on the commissions for the ads because two weeks prior Abbas said these payouts were coming and all Ms. Browning had received was Two Thousand Dollars (\$2,000.00) thus far.

242. On November 20, 2023, Ms. Browning sent Abbas a text message asking him what is going on with his marketing leads from the ads as she has only received Two Thousand Dollars (\$2,000.00) thus far. On November 27, 2023, Abbas texted Ms. Browning back saying that the two clients that were supposed to pay after services being completed ghosted him completely and that he is taking them to collections. He continued to say that the good news is that the other ad clients have been serviced, and the invoice has been paid. Now we just wait 5-7 business days for that to clear and there should be a wire coming her way. Ms. Browning let Abbas know, via text, that she needed the ads to pay off and that she has been nervous about it. Abbas texted back saying that he knows it's been a slow start and an unlucky start for sure with the first batch of clients not paying. Abbas went on to say to Ms. Browning to rest assured though, we're making good progress on that front and expect a pop on the ads side as we did with Amazon. Abbas continued to say that he has a new product that he'll be pushing ads on, going to test with another company to run them before using client capital. Going to be having companies bid to work with us.

243. On December 13, 2023, Ms. Browning sent Abbas a text message asking him if he had time to chat today. Abbas texted Ms. Browning back with a screenshot of his very busy schedule for that day that looked completely full. Ms. Browning texted back that she was nervous about how much she invested in the ads. Abbas texted back saying that he totally gets it, but he promises her

back and this has been taking way too long. You keep telling me to be patient and that you will make me whole. Well, there's a lot of money on the line here and I need my investment back from you. You've got me in a huge amount of debt and I can't survive. I need my money now! Let me know when I can expect to receive my money." Abbas did not respond.

263. On November 10, 2024, Abbas sent Ms. Browning a text message stating that he has a payment coming to her tomorrow. Ms. Browning sent Abbas a text back stating that the ads were a bad investment like everything else and she asked Abbas if she was going to get her return back or not? On November 12, 2024, Abbas sent Ms. Browning a text saying "of course you're going to get your return back. I apologize that it's taking longer than I anticipated. Wire was just sent to your account and should be arriving within the hour." That same day, on November 12, 2024, Ms. Browning received Sixteen Thousand Dollars (\$16,000.00) via wire transfer from Abbas on the Advertising Services investment. Ms. Browning called Abbas but he did not answer her phone call.

264. To date, Abbas has only paid Ms. Browning Fifty-Four Thousand Three Hundred Dollars (\$54,300.00). Ms. Browning has incurred damages in excess of Four Hundred Sixty-Five Thousand Six Hundred Forty-Two Dollars (\$465,642) and giving a credit of \$54,300.00, which monies owed by Abbas and Empower Consulting are long overdue. These damages are summarized as follows:

- a. Funding amounts paid to Abbas of \$47,133, representing the 12% of funds from the loans and credit cards;
- b. Credit card and loan payments: \$114,841.44 of which interest amounts to \$40,543.48;
- c. Fees paid to American Express: \$5,487.75;
- d. Amounts lost regarding Amazon store: \$148,306.82, less payments of \$17,116.62 from Amazon, plus the promised profit of \$29,661.36 = \$177,968.18;

e. Amounts due regarding the Advertising Service Agreement: \$150,000, plus the promised profit of \$30,000, for a total of \$180,000. Any promised profits are special damages that should be paid to Plaintiffs.

f. All amounts of principal, interest, costs, attorneys' fees and other potential liability to lenders, such as Mosaic, and others based on the false representations, and breaches by Abbas and Empower Consulting. These amounts are special damages that should be awarded to the Plaintiffs.

g. All attorneys' fees and costs incurred by Plaintiffs as a result of having to defend themselves from claims by others, such as lenders and other claimants, which are special damages awardable to Plaintiffs pursuant to the wrongful act doctrine.

265. Ms. Browning has continued to request payment from Abbas on numerous times, but Abbas has not responded to Ms. Browning's phone calls, voicemails, text messages, or voice memos that were sent on November 14, 2024, November 19, 2024, November 21, 2024, November 27, 2024, December 2, 2024, December 3, 2024, December 12, 2024, December 26, 2024, December 31, 2024, January 6, 2025, January 9, 2025, and January 14, 2025.

266. Abbas has continuously promised Ms. Browning that he will make her whole and pay her back the monies that he owes her. Abbas and Empower Consulting have failed to pay such monies, despite his numerous promises to make Ms. Browning whole.

267. As of this date, Abbas and Empower Consulting have continuously informed Ms. Browning that her money will be returned, but Ms. Browning has not received the monies due and owing to her.

COUNT I – BREACH OF CONTRACT
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

268. Ms. Browning and Homage Legacy Investments LLC realleges and incorporate by reference the allegations set forth in Paragraphs 1 through 267 as if fully set forth herein.

269. On or about June 24, 2023, Ms. Browning and Empower Consulting entered into a written contract in which Empower Consulting agreed to provide credit consulting services so that Ms. Browning would be able to make investments in real estate projects.

270. Due to misrepresentations by Abbas and Empower Consulting, this expanded into an Advertising Services Agreement with Ms. Browning and Homage Legacy Investments LLC and an Amazon store investment with Ms. Browning and Homage Legacy Investments LLC.

271. Empower Consulting caused Ms. Browning to obtain high interest credit cards, loans, pay interest to lenders, and pay monies over to Empower Consulting and Abbas based on improper advice from Abbas and Empower Consulting.

272. Additionally, Abbas and Empower Consulting, despite receiving Ms. Browning's transfer of the funds, instead diverted such funds to their own personal use.

273. Ms. Browning has since demanded the return of her monies and compensation for the damages that she has incurred, all as a proximate result of Abbas and Empower Consulting's material breaches of contract.

274. As of date, Empower Consulting has failed and refused to return or account for any of Ms. Browning's and Homage Legacy's monies, or pay the damages due to Ms. Browning and Homage Legacy.

275. Abbas, on behalf of himself and Empower Consulting, has promised on numerous occasions to pay all the monies due to Ms. Browning.

276. As a proximate result of Empower Consulting's and Abbas' material breaches of contract, Ms. Browning and Homage Legacy have sustained general and special damages in excess of \$500,000.

277. Pursuant to the Service Agreement and Advertising Services Agreement, Ms. Browning and Homage Legacy are entitled to recover all of their costs and attorneys' fees as a result of the material breaches of contract by Empower Consulting.

WHEREFORE, Plaintiffs, Ms. Browning and Homage Legacy Investments LLC, request this Court enter judgment against Defendants, Empower Consulting and Abbas, awarding: (1) general and special damages in the amount over \$500,000; (2) awarding reasonable attorneys' fees, costs, and interest; and (4) providing such further relief as this Court deems just and proper.

COUNT II – FRAUDULENT MISREPRESENTATION
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

278. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference the allegations set forth in Paragraphs 1 through 138, and 140 through 267 as if fully set forth herein.

279. Abbas and Empower Consulting deliberately concealed the true facts regarding the investment of Ms. Browning's monies, and fraudulently diverted monies from her. Abbas and Empower Consulting deliberately concealed the true facts known to them regarding his non-existent investments.

280. Abbas' and Empower Consulting made such material misrepresentations of fact for the express purpose of inducing Ms. Browning to use the alleged professional services of Abbas and Empower Consulting. To the extent such false representations were opinions or statements of future expectations, such misrepresentations were made by Abbas and Empower Consulting as supposed

experts who owed a fiduciary duty to Ms. Browning, and with significantly greater knowledge on these issues than Ms. Browning; as such, these statements are treated as statements of fact. Such false misrepresentations include, but are not limited to the following:

a. Abbas falsely represented to Ms. Browning that he would provide good, professional advice for building her credit and increasing her cash available so that she could make real estate and other investments, such as an Amazon store, and obtain significant profits.

b. Abbas falsely represented to Ms. Browning that he could assist her in obtaining such cash without adversely impacting her credit rating.

c. Abbas and Empower Consulting falsely represented the methodology and process regarding obtaining home renovation funds from Mosaic, including using a supposedly approved contractor named Hopps Construction, for such funds.

d. Abbas and Empower Consulting falsely represented that they were assisting and benefitting Ms. Browning but actually were engaged in a continuing course of fraudulent diversion and theft of monies from Ms. Browning arising out of the borrowing of monies and obtaining of credit cards.

e. Abbas and Empower Consulting falsely represented they were assisting and benefitting Ms. Browning, but in fact were engaged in a continuing course of fraudulent diversion and theft of monies from Ms. Browning relating to the creation and operation of an alleged Amazon store, including providing distribution, warehousing, and fulfillment services to such Amazon store allegedly created for her.

f. Abbas and Empower Consulting falsely represented that they were assisting and benefitting Ms. Browning but were engaged in a continuing course of fraudulent conduct in providing Instagram advertising.

g. Ms. Browning justifiably relied on such misrepresentations by Abbas and Empower Consulting and entered into the Services Agreement, opened an Amazon store, and the Advertising Services Agreement.

281. As a proximate result of such false misrepresentations by Abbas and Empower Consulting, Ms. Browning has been damaged, suffering both general and special damages.

282. Abbas and Empower Consulting took Ms. Browning's monies, which constituted a separate and identifiable fund of monies that were held in trust by him for Ms. Browning, under the false pretense that he would cause such funds to be invested with her knowledge and consent. Such representations by Abbas and Empower Consulting were materially false.

283. Abbas and Empower Consulting have not returned the monies to Ms. Browning, even though he promised to return such monies.

284. Abbas' concealment of the true facts, and false representations regarding where such funds would be invested, from Ms. Browning was done with the intent to induce Ms. Browning to enter into the agreements with Abbas.

285. Ms. Browning's reliance on statements made by Abbas was justified in that Abbas and Empower Consulting represented that they were a professional credit consultant and would make her a substantial return on her investments by permitting Abbas and Empower Consulting to function as her credit professional.

286. As a proximate result of Abbas' and Empower Consulting's fraud and deceit, Ms. Browning has been damaged based on losses in interest payments, outstanding debts, and monies fraudulently paid to Abbas and Empower Consulting in an amount in excess of \$500,000, exclusive of costs, interest, and attorneys' fees.

287. In carrying out the acts alleged in this Complaint, Abbas acted willfully and wantonly, with oppression, fraud, and malice in making the false representations to Ms. Browning. As such, Ms. Browning is entitled to punitive damages in addition to actual damages, which Ms. Browning will subsequently request that this Court permit an amendment of this Complaint based upon Ms. Browning's proffer of facts showing the willful, wanton, and intentionally false representations by Abbas and Empower Consulting.

WHEREFORE, Plaintiffs, Ms. Browning and Homage Legacy Investments LLC, request this court to enter judgement against Defendants: Abbas and Empower Consulting for (1) general and special damages in the amount of \$500,000; (2) for punitive damages once an amendment for the Complaint is permitted pursuant to applicable Florida law; (3) awarding reasonable attorneys' fees, costs, and interest; and (4) providing such further relief as this Court deems just and proper.

COUNT III -- BREACH OF FIDUCIARY DUTY
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

288. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference the allegations contained in Paragraphs 1 through 287 as if fully set forth herein.

289. The relationship between the parties was one in which Abbas and Empower Consulting owed high fiduciary duties to Ms. Browning and Homage Legacy Investments LLC.

290. As set forth in detail in Paragraphs 1 through 287, Abbas and Empower Consulting abused that fiduciary relationship and took unfair advantage of Ms. Browning and Homage Legacy Investments LLC.

291. As a proximate result of Abbas' and Empower Consulting's material breach of fiduciary duty to Ms. Browning and Homage Legacy Investments LLC, Ms. Browning and Homage Legacy Investments LLC have been damaged, both by incurring general and special damages. To the

extent that Ms. Browning and Homage Legacy have no adequate remedy at law, they are entitled to disgorgement of monies received by the Defendants.

WHEREFORE, Ms. Browning and Homage Legacy Investments LLC demand judgment against Abbas and Empower Consulting for (1) general damages, (2) special damages; (3) disgorgement of funds received by the Defendants; (4) costs, and (5) providing such other relief as this Court deems just and proper.

COUNT IV -- CONSTRUCTIVE FRAUD
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

292. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference the allegations contained in Paragraphs 1 through 287 as if fully set forth herein.

293. The relationship between the parties was one which Abbas and Empower Consulting owed high fiduciary duties to Ms. Browning and Homage Legacy Investments LLC.

294. As set forth in detail in Paragraphs 1 through 287, Abbas and Empower Consulting abused that fiduciary relationship and took unfair advantage of Ms. Browning and Homage Legacy Investments LLC.

295. As a proximate result of Abbas' and Empower Consulting's material breach of fiduciary duty to Ms. Browning and Homage Legacy Investments LLC, Ms. Browning and Homage Legacy Investments LLC have been damaged, both by incurring general and special damages.

296. Abbas and Empower Consulting have obtained unjust benefits from their breaches of fiduciary duty and such monies should be disgorged from the Defendants. To the extent that Ms. Browning and Homage Legacy have no adequate remedy at law, they are entitled to disgorgement of monies received by the Defendants.

WHEREFORE, Ms. Browning and Homage Legacy Investments LLC demand damages against Abbas and Empower Consulting for (1) general damages, (2) special damages; (3) disgorgement of monies received by the Defendants; (4) costs, and (5) providing such other relief as this Court deems just and proper.

COUNT V – CONVERSION
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

297. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference the allegations set forth in Paragraphs 1 through 267 as if fully set forth herein.

298. This is an action for conversion for damages, both general and special.

299. On or about June 24, 2023, Ms. Browning and Abbas agreed that he and Empower Consulting would provide the credit counseling services as set forth in the Complaint, which resulted in the creation of a duty of trust and confidence, so that such funds constituted an identifiable and distinct set of funds that belonged to Ms. Browning, and which funds were to have been created for the sole purpose of returning a significant yield based on Ms. Browning being able to invest such funds.

300. Abbas and Empower Consulting owed to Ms. Browning a high fiduciary duty regarding these funds, which were held in trust for the benefit of Ms. Browning.

301. During the time period from June 24, 2023, through the summer of 2024, Abbas and Empower engaged in a continuing course of fraud by which they stole those monies from Ms. Browning. As such, Abbas and Empower Consulting converted to their own use several hundreds of thousands of dollars that were identifiable sums of monies that were the property of Ms. Browning or Homage Legacy Investments LLC.

302. Ms. Browning, on behalf of herself, and Homage Legacy Investments LLC has demanded the return of such funds. As of date, however, Abbas and Empower Consulting have failed and refused to return or provide an accounting of the funds.

WHEREFORE, Plaintiffs, Ms. Browning and Homage Legacy Investments LLC, request this Court enter judgment against Defendants, Abbas and Empower Consulting for (1) general and special damages; (2) disgorgement of monies received by Defendants; (3) awarding reasonable attorneys' fees, costs, and interest; and (4) providing such further relief as this Court deems just and proper.

COUNT VI – NEGLIGENCE
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)
(Alternative Cause of Action for Negligence)

303. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference into the Count the allegations contained in Paragraphs 1 through 267, but excluding Paragraphs 113, 115, 130, 138, as if set forth in this Complaint.

304. Ms. Browning brings this action as an alternative to the Counts for fraudulent misrepresentation.

305. Abbas and Empower Consulting owed a duty to use reasonable care and diligence in the obtaining of credit and loans from various lenders as set forth above.

306. Abbas and Empower Consulting breached their duty of care in the advice given to Ms. Browning.

307. As a proximate result of the negligence of Abbas and Empower Consulting, Ms. Browning has been damaged. Such damages include both general and special damages.

WHEREFORE, Plaintiffs, Ms. Browning and Homage Legacy Investments LLC, demands judgment for damages, both general and special, resulting from the negligence of Abbas and Empower Consulting; costs; interest, and such other relief that this Court deems just and proper.

COUNT VII – UNJUST ENRICHMENT
**(Alternative Count by Ms. Browning and Homage Legacy Investments LLC Against
Abbas and Empower Consulting)**

308. Ms. Browning and Homage Legacy Investments LLC reallege and incorporate by reference the allegations set forth in Paragraphs 1 through 267 as if fully set forth herein.

309. This Count is an alternative count to the extent that any of the contracts set forth above are not valid or enforceable.

310. During June 24, 2023, to the present, Defendants, Abbas and Empower Consulting, without Plaintiff, Ms. Browning's, prior knowledge or consent, obtained and used Ms. Browning's monies for their own purposes. A substantial benefit was conferred upon Abbas and Empower Consulting as a result of his unauthorized use of Ms. Browning's monies.

311. Abbas and Empower Consulting procured, and knowingly and voluntarily sought the benefit of the unauthorized use of Ms. Browning's and Homage Legacy Investments LLC's funds under circumstances in which it would be inequitable for Abbas and Empower Consulting to retain the benefit without paying the value thereof. The fair value of the benefits received from Abbas and Empower Consulting's unauthorized use of Ms. Browning's funds is over \$500,000.

312. As a direct and proximate result of Abbas and Empower Consulting's conduct, Ms. Browning and Homage Legacy Investments LLC have been damaged and seek recovery for unjust enrichment.

WHEREFORE, Plaintiffs, Ms. Browning and Homage Legacy Investments LLC, request this Court enter judgment against Defendants, Abbas and Empower Consulting for (1) damages in the amount over \$500,000; (2) awarding costs, and interest; and (3) providing such further relief as this Court deems just and proper.

COUNT VIII – CIVIL THEFT
(Ms. Browning and Homage Legacy Investments LLC Against Abbas and Empower Consulting)

Upon sending the applicable notice to Defendants, Abbas and Empower Consulting, Ms. Browning retains the right to amend this Complaint, including adding to this Complaint a count for Civil Theft, and demanding treble damages, attorneys' fees, and costs against Eyad Abbas.

DEMAND FOR JURY TRIAL

Plaintiffs, Jo Anna Browning and Homage Legacy Investments LLC, demand a trial by jury on all issues so triable in this case.

Respectfully submitted this 28th day of January 2025.

/s/ David H. Simmons
DAVID H. SIMMONS
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EMPOWER CONSULTING GROUP, LLC

Service Agreement

This Service Agreement ("Agreement") is made in the State of Florida by EMPOWER CONSULTING GROUP, LLC with a mailing address of 420 East Church Street Unit 564, Orlando, Florida, 32801 (hereinafter referred to as "Service Provider"), and: Joanna Browning, (hereinafter referred to as "Client").

RECITALS

Client desires to engage Service Provider to provide credit consultation and loan application services, and Service Provider desires to associate with Client under the terms set forth herein. The parties desire to express their mutual agreements, covenants, promises, and understandings in a written agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants, and provisions contained in this Agreement, the parties agree and declare as follows:

A. Scope of Work.

Client engages Service Provider and Service Provider accepts engagement with Client to provide comprehensive credit consultation and loan application services for and on behalf of Client as set forth in this Agreement and in the Schedules and Exhibits attached hereto.

B. Service Provider's Reporting Duties.

Service Provider will accurately maintain and preserve all records, and make such reports that may reasonably be required in Service Provider's discretion. Service Provider will upon request fully and accurately disclose to Client all matters pertaining to the credit status of Client, including all reports, correspondence and other information, that may come into Service Provider's possession or attention.

C. Client's Disclosures and Reporting Duties.

Client will fully and accurately disclose and provide to Service Provider on a timely basis all information pertaining to the past, present and future credit status of Client, including all applications, checklists, reports, correspondence, approvals, rejections, and other relevant information, that may come into Service Provider's possession or attention or that may be requested by Service Provider. Client expressly agrees to notify Service Provider within 3 days (3) days of receipt of any loan proceeds or notice of approval of any credit line or line of credit.

D. Standards of Performance.

Service Provider will perform all duties in a diligent, professional and ethical manner, and in full compliance with all applicable laws, rules and regulations.

Initials Client: JB Service Provider: el

Exhibit "A"

I. Rights and Obligations in the Event of Termination.

Following any termination of this Agreement, each of the parties shall provide to the other such notices from third parties either may receive relating to any loan or credit applications submitted prior to termination. Compensation earned and payable pursuant to Section E of this Agreement shall not be affected by any termination of this Agreement. The provisions of this Section will survive the termination of this Agreement.

J. Authority.

Service Provider is hereby granted such authority to transmit data and submit applications on behalf of Client as is reasonably necessary in the performance of Service Provider's duties in the ordinary course of business pursuant to this Agreement. In most cases applications will originate from the Client but in rare cases the Service Provider may need to submit applications for the client if and only if the Service Provider has received approval from the Client to do so.

K. Banking.

Service Provider shall have no authority or responsibilities with respect to Client's banking or financial or tax affairs. However, Service Provider shall at all times have reasonable and current access to all the banking, tax, business and financial data as may reasonably be required to render the services contemplated by this Agreement.

L. Confidential Information.

Service Provider acknowledges that Service Provider may be entrusted with confidential financial information belonging to Client during Service Provider's engagement ("Confidential Information"). Service Provider further acknowledges that Service Provider has been instructed by Client to, and agrees that Service Provider will, maintain and use Client's Confidential Information in a confidential manner. Service Provider further agrees at all times during the term of this Agreement and thereafter not to use such Confidential Information except for the benefit of Client or to disclose such to any person, firm or corporation without written authorization of Client or order of court or other governmental authority.

M. Relationship of the Parties and Liabilities

The relationship of the parties shall at all times be that of principal and independent contractor, for federal tax purposes and otherwise. Neither party shall, for any purpose whatsoever, hold itself out to be an employee, partner or joint venturer of the other.

N. Assignment.

Neither party will, without the prior written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder.

O. Notice.

All notices, demands or requests which are required or permitted to be given pursuant to this Agreement must be in writing.

P. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Initials Client:  Service Provider: 

Q. Headings.

The descriptive headings of the sections and subsections of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

R. Attorneys' Fees.

In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all costs of such action or proceeding, including without limitation reasonable attorneys' fees, accountants' fees, costs, and disbursements.

S. Entire Agreement.

This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof, and may not be modified or amended in any manner other than as set forth herein.

T. Severability.

If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.

U. Survival.

It is the express intention and agreement of the parties that all covenants, agreements, statements, representations, warranties, and indemnities made in this Agreement will survive the execution and delivery of this Agreement.

V. Amendment, Modification, or Waiver of Agreement.

No amendment, modification, or waiver of this Agreement will be valid unless the amendment, modification, or waiver is in writing and signed by Service Provider and by Client. The failure of any party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision at any future time.

Initials Client:

DS
JB

Service Provider:

DS
EL

W. Time is of the Essence.

Time is of the essence in this Agreement.

X. Limitation on Actions, Venue, and Choice of Law.

The parties expressly agree that no action, suit, or proceeding at law or in equity shall be brought under this contract unless it is commenced and service of process is completed within two years after the accrual of the cause of action for which suit is brought.

The parties agree and consent that any action brought on this contract may be filed in any appropriate federal or state court in the State of Florida.

Y. Client Communication.

The Service Provider has the right to charge damages if the client is not communicating with the Service Provider in a timely manner. If a response is needed from the Client that directly involves the successful servicing of the Client and this response is not received due to lack of communication in the form of repeated missed calls, texts and emails the Service Provider has the right to charge \$500 per day after 7 days that the client fails to return a call, email, or text message regarding obtaining funding. Due to limited consulting spots every month and because the Service Provider takes no payment upfront this clause is put in place to prevent Clients from wasting time, exploiting the Service Provider's resources and thereby denying other qualified candidates the opportunity to enter into a profitable relationship with the Service Provider. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Z. Exclusive Funding Relationship

The Client shall not enter into any agreement with any other company that helps them acquire capital during the time the Service Provider is delivering funding consultation services if not explicitly mentioned to and allowed by the Service Provider.

The Service Provider's consultation is subject to the following conditions, which must be satisfied in order to enable The Service Provider to perform the requested services properly.

The Client will not (A) apply for any new credit (installment loans, credit cards, mortgages, lines of credit, or other forms of business or personal leverage) that results in the addition of a hard inquiry on any credit report relating to the Client and maintained by any of the three major credit bureaus or (B) modify existing credit accounts during the term of this Agreement, without Our prior written consent. The Client understands that improvement of his/her credit and maintenance of any improvements is entirely up to his/her future actions relating to his/her credit and debt situation.

If the Client does apply for new credit that results in a hard inquiry and is not explicitly mentioned to and cleared by the Service Provider the Client will be charged an additional \$2,500 one time fee to compensate for the Service Provider's labor up to that point. This fee is on top of the 15% funding amount secured that the Service Provider charges already.

Initials Client:  Service Provider: 

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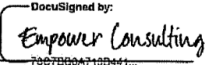
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

EMPOWER CONSULTING GROUP, LLC

By: Eyad Abbas

Title: Founder & CEO

Date: 6/24/2023

Signature:  7007B00A710D441...

CLIENT

By: Joanna Browning

Title: Ms.

Date: 6/24/2023

Signature:  1696FCD036AA41E...

[Please read]

The below experian information MUST be accurate. If you don't know your Experian.com login, password, four digit pin and security question & answer one of our underwriters will walk you through finding this information and properly recording it here. If this information is not filled out accurately - believe us when we say your funding will take longer than what you anticipated. We do not want to waste your time or ours bugging every day to send our team the proper details.

**EMPOWER CONSULTING GROUP, LLC
ADVERTISING SERVICE AGREEMENT**

This Contract for Services is made effective as of August 04, 2023, by and between Homage Legacy Investments LLC of 4313 Lancashire Ln, Orlando, Florida 32812 (the "Recipient"), and Empower Consulting Group LLC of 16901 Collins Avenue Unit 4605, Sunny Isles Beach, Florida 33160 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on August 04, 2023, Empower Consulting Group LLC will provide to Homage Legacy Investments LLC the following services (collectively, the "Services"):

Empower Consulting Group shall use capital provided of Homage Legacy LLC to run paid Instagram Advertising.

2. PAYMENT. Payment shall be made to Provider in the total amount of \$100,000.00 upon execution of this Contract.

Client will be paid 20% of all proceedings that are generated by Service Provider using the Clients' provided capital until the Client receives \$130,000.

If by the 6th month from the date of paid advertisements have begun, the client has not generated \$130,000, Service Provider shall pay the difference between the amount generated and \$130,000. For example, if client has generated \$100,000 by the end 6th month, Service Provider shall pay Client \$30,000 by the end of the 6th month.

In addition to any other right or remedy provided by law, if Homage Legacy Investments LLC fails to pay for the Services when due, Empower Consulting Group LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. Upon request, Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Provider to the Work Product.

5. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Provider will return to Recipient all records, notes, documentation and other items that were used, created, or controlled by Provider during the term of this Contract.

Exhibit "B"

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6. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

9. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 180 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

10. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

11. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

12. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

13. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

15. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

16. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

19. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

20. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

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

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Service Recipient:
Homage Legacy Investments LLC

By: Joanna Browning DocuSigned by:
Joanna Browning
1686EC0836AA41E Date: 8/4/2023

Service Provider:
Empower Consulting Group LLC

By: Empower Consulting DocuSigned by:
Empower Consulting
78C78E9A742D441 Date: 8/4/2023

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EXHIBIT A: DESCRIPTION OF SERVICES