

IN THE UNITED STATES DISTRICT COURT
OF THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

8FIG, INC.,

Plaintiff,

V.

(1) STEPUP FUNNY, LLC D/B/A STEPUP FUNNY D/B/A AA7 DAYS; (2) BENLONG HALL, LLC D/B/A BENGHALL; (3) CALIXO, LLC; (4) SILVANES LLC D/B/A DAYBREAK LEAD; (5) ULTIMATE GLAM, LLC D/B/A GLAMHIV; (6) ROOTSTIM, LLC D/B/A OVERSEAS JAR; (7) WAXIWAY, LLC D/B/A INVENTION COOL; (8) SPECTRA HOPE, INC. D/B/A STEPEAK D/B/A BEAUTIESZILLA; (9) TIGRIS VENTURE, LLC D/B/A VENTURELAZE; (10) MICRO UNIVERSE, LLC D/B/A HUANXI; (11) WORLD OLIVET ASSEMBLY, INC.; (12) OLIVET ASSEMBLY, INC. A/K/A OLIVET ASSEMBLY USA; (13) OLIVET UNIVERSITY; (14) GREAT COMMISSION UNIVERSITY; (15) JUBILEE UNIVERSITY; (16) JUBILEE WORLD, INC.; (17) JONATHAN PARK, INDIVIDUALLY; AND (18) ELIMWOOD HEMET GOLF RESORT LLC.

Defendants.

Case No. 1:23-cv-00943

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, 8fig, Inc. (“8fig” or “Plaintiff”) files this Original Complaint against the below-listed Defendants and would show the Court the following:

I. PARTIES

1. 8fig, Inc. is a Delaware corporation with its principal place of business in Austin, Texas.

2. Defendant Stepup Funny, LLC d/b/a Stepup Funny d/b/a AA7 Days (“AA7”) is a foreign limited liability company organized under the laws of California with its principal place of business in California that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, AA7 may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to AA7 shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to AA7’s principal place of business located at 1278 Glenneyre Street, Suite 600, Laguna Beach, CA 92651. Upon information and belief, the member of AA7 is Eunice Or, a citizen of California.

3. Defendant Benlong Hall LLC d/b/a Benghall (“Benghall”) is foreign limited liability company organized under the laws of California with its principal place of business in California that engages in business within the State of Texas without being registered as required by TEX. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Benghall may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Benghall shall be

made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Benghall's principal place of business located at 7317 El Cajon Blvd. #192, La Mesa, California 91942.

4. Defendant Calixo LLC ("Calixo") is a domestic limited liability company organized under the laws of New York with its principal place of business in New York that engages in business within the State of Texas without being registered as required by TEX. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Calixo may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Calixo shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Calixo's principal place of business located at 201 Allen St. Ste. 10043, New York, NY 10002.

5. Defendant Silvanes LLC d/b/a Daybreak Lead ("Daybreak Lead") is a foreign limited liability company organized under the laws of Washington DC with its principal place of business in Washington DC that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Silvanes may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044.

Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Silvanes shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Silvanes' principal place of business located at 2001 L Street Northwest, Suite 500, PMB #90148, Washington, DC 20036.

6. Defendant Ultimate Glam LLC d/b/a Glamhiv ("Glamhiv") is a foreign limited liability company organized under the laws of Indiana with its principal place of business in Indiana that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Glamhiv may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Glamhiv shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Glamhiv's principal place of business located at 450 E 96th St, Suite 500, Indianapolis, IN 46240.

7. Defendant Rootstim LLC d/b/a Overseas Jar ("Overseas Jar") is a foreign limited liability company organized under the laws of Indiana with its principal place of business in Indiana that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas.

Therefore, Overseas Jar may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Overseas Jar shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Overseas Jar's principal place of business located at 1216 Broadway, New York, NY 10001.

8. Defendant Waxiway, LLC d/b/a Invention Cool ("Invention Cool") is a foreign limited liability company organized under the laws of Washington, D.C. with its principal place of business in Washington, D.C. that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Invention Cool may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Invention Cool shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Invention Cool's principal place of business located at 1050 30th Street NW, Washington, D.C. 20007. Upon information and belief, its managers are Emily Walker, a citizen of Washington, D.C., and Whansoo Lee, either individually or through Hatch Light, LLC (a Maryland limited liability company owned by Whansoo Lee), a citizen of Maryland. In the alternative to service upon the

Texas Secretary of State, personal service may be obtained on Invention Cool by serving its registered agent, Registered Agents, Inc. at 1717 N. Street NW, Suite 1, Washington, D.C. 20036.

9. Defendant Spectra Hope, Inc. d/b/a Stepeak d/b/a Beautieszilla (“Spectra”) is a foreign limited liability company organized under the laws of New York with its principal place of business in New York that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Spectra may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Overseas Jar shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Spectra’s principal place of business located at 44-70 21st Street #1013, Long Island City, NY 11101.

10. Defendant Tigris Venture, LLC d/b/a Venturelaze (“Venturelaze”) is a foreign limited liability company organized under the laws of Missouri with its principal place of business in California that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Venturelaze may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Venturelaze shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State

shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Venturelaze's principal place of business located at 1637 E. Valley Pkwy. 1008, Escondido, CA 92027. Alternatively, Venturelaze may be served personally through its registered agent, Zoey Yin, at 1637 E. Valley Parkway 1008, Escondido, CA 92027. Upon information and belief, Venturelaze is owned by Yin and J. Park, both citizens of California.

11. Micro Universe, LLC d/b/a HuanXi ("HuanXi") is a foreign limited liability company organized under the laws of Missouri with its principal place of business in California that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, HuanXi may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to HuanXi shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to HuanXi's principal place of business located at 5850 Canoga Ave., Suite 400, Woodland Hills, CA 91367. Alternatively, HuanXi may be served personally through its registered agent, Zoey Yin, at 1637 E. Valley Parkway 1008, Escondido, CA 92027. Upon information and belief, HuanXi is owned by Younghai Ko and Joshua Wang, both citizens of California.

12. World Olivet Assembly Inc. ("World Olivet Assembly") is a foreign corporation organized under the laws of New York with its principal place of business in New York that

engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, World Olivet Assembly may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to World Olivet Assembly shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to World Olivet Assembly's principal place of business located at 115 Dover Furnace Road, Dover Plains NY 12522.

13. Olivet Assembly, Inc. d/b/a Olivet Assembly USA ("Olivet Assembly USA") is a foreign corporation that may be served via its Texas registered agent, Livy del Pilar Disla, at 1026 S. 6th Street, Apt. 72, La Porte, TX 77571.

14. Olivet University ("Olivet University") is a foreign corporation that may be served via its Texas registered agent, InCorp Services, Inc. at 815 Brazos., Ste. 500, Austin, TX 78701.

15. Great Commission University Inc. ("Great Commission University") is a foreign corporation organized under the laws of Indiana with its principal place of business in Indiana that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Great Commission University Inc. may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Great Commission University Inc. shall be made personally or by the United States mail, certified, return

receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Great Commission University Inc.'s principal place of business located at 5755 IN-9, P.O. Box 190, Howe, IN 46746.

16. Jubilee University ("Jubilee University") is a foreign corporation organized under the laws of Missouri with its principal place of business in Missouri that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Jubilee University may be served by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Jubilee University shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Jubilee University's principal place of business located at 1880 Washington Ave., Lexington, MO 64067. Alternatively, Jubilee University may be served with process by serving its registered agent, Kenneth William Trudeau, Jr., at 1880 Washington Ave., Lexington, MO 64067.

17. Jubilee World Inc. ("Jubilee World") is a foreign corporation organized under the laws of California with its principal place of business in Missouri that engages in business within the State of Texas without being registered as required by TEX. BUS. ORGS. CODE § 9.001, and this lawsuit arises from its business in the State of Texas. Therefore, Jubilee World Inc. may be served

by serving the Texas Secretary of State as agent for this nonresident pursuant to Texas Civil Practice and Remedies Code Section 17.044. Service upon the Texas Secretary of State of duplicate copies of this petition and citation directed to Jubilee World Inc. shall be made personally or by the United States mail, certified, return receipt requested, to the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701. The Texas Secretary of State shall immediately cause one of the copies thereof of both this petition and citation to be forwarded by United States mail, certified, return receipt requested, to Jubilee World Inc.'s principal place of business located at 5341 Emerson Ave., St. Louis, MO 63120.

18. Jonathan Park is a California citizen that may be served with process by serving him at 21 Tamal Vista Blvd., Suite 207, Corte Madere, CA 94925 or wherever he may be found.

19. Elimwood Hemet Golf Resort LLC ("Elimwood") is a foreign limited liability company organized under the laws of California with its principal place of business in California and may be served with process by serving its registered agent, Registered Agents, Inc. at 2108 N ST STE N SACRAMENTO CA 95816-5712. Alternatively, Elimwood may be served with process by serving its manager, Jonathan Park, a California citizen, at 21 Tamal Vista Blvd., Suite 207, Corte Madere, CA 94925.

II. JURISDICTION AND VENUE

20. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because the present case presents a federal question and under 28 U.S.C. §1332 because there is diversity of citizenship between the parties. The Court likewise has supplemental jurisdiction, as needed, over state law claims under 28 U.S.C. §1367.

21. This Court has venue pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this district. Additionally,

Defendants are subject to the personal jurisdiction of the judicial district by way of the purposeful availment through sufficient business contacts. Further, each of the 8fig Master Future Revenue Purchase Agreements detailed below incorporates expressly 8fig's Terms of Use and Privacy Policy. The Terms of Use expressly state in Section 13.4 the following:

These terms shall be governed by the laws of the State of Texas, US without regard to its conflict of law principles. All disputes hereunder shall be resolved, exclusively, in the applicable courts of Austin, Texas, US. The Parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

22. Therefore, the parties who executed a Master Future Revenue Purchase Agreement have consented to personal jurisdiction in this Court.

III. FACTUAL BACKGROUND

8fig's Business Model and Technology

23. 8fig is a technology company that leverages its proprietary systems to assist start-up e-commerce stores selling through Amazon, Shopify, and similar ventures in expanding their business through account purchase transactions. 8fig's technology moves alongside e-commerce companies to alleviate inventory cost burdens, leverage analytical data to project sales timeframes, and accelerate corporate growth by providing targeted purchase capital and historical sales data based upon the user's target market. This proprietary system, 8fig's online platform (the "Platform"), takes information submitted by various e-commerce merchants such as inventory costs, inventory volume, historical sales data, cash flow, projected sales trends, and other merchant-provided information, compares this information with its database of other available information, and formulates a projection of the merchant's inventory purchase needs, a schedule for inventory acquisition and sales, and expected sales revenue expectations. This projection, called the "Growth Plan," provides a data-driven roadmap so the e-commerce merchant can more accurately project

inventory needs and sales expectations, avoiding over-expending capital to acquire inventory and avoiding expensive storage costs by more accurately projecting inventory movement timelines. In short, the Growth Plan and 8fig's Platform allow the e-commerce merchant to grow its business in a controlled and predictable fashion, and provides financial viability during the infancy of the business.

24. Utilizing this Growth Plan and taking into account the e-commerce merchant's inventory and capital needs, 8fig makes an offer to purchase a set amount of the projected revenue from the e-commerce merchant in exchange for an up-front purchase price. These offers (each, an "Offer") are made in reference to a particular line of inventory, i.e. a specific product (each, a "Line"). Further, as the e-commerce merchant expands its business, additional Lines can be added and incorporated into the Growth Plan using 8fig's Platform so the e-commerce merchant grows predictably, responsibly, and without over-extending its capital stream. Each Offer made for a Line by 8fig contains a "participation" element for the Merchant that constitutes a portion of the inventory cost that the Merchant will contribute to purchase the necessary inventory, thereby making sure both the Merchant and 8fig are active participants in the inventory acquisition. Further, because 8fig purchases a portion of the projected revenue generated by the Line, the e-commerce merchant is only responsible for remitting the revenue sold if and when the Line produces sales. In short, both 8fig and the e-commerce merchant are vested in the responsible growth of the e-commerce brand.

25. When a merchant accepts an Offer for a particular Line, a projected timeline of purchase price advances needed to acquire inventory and remittances of the purchased portions of accounts receivable generated from sales of the Line is produced. 8fig utilizes this process to avoid advance of the entire purchase price, thereby limiting exposure and decreasing the risk factor in the transaction, and instead advances the purchase prices as the same becomes needed (the "Remittance

Schedule”). The Growth Plan and Line can be adjusted at any time should the merchant’s financial circumstances change, such as inventory selling more quickly or more slowly than expected, resulting in the Remittance Schedule being adjusted to more closely follow the needs of the customer at that time.

26. Importantly, should the merchant’s business falter through the ordinary course of business, there is no absolute obligation to remit 8fig’s portion of the purchased receivables because remittance is contingent upon the sale of inventory in each Line. This is important to the merchants, who are often start-up businesses or those desiring to expand their portfolio because 8fig’s recovery of its purchased receivables is wholly dependent upon the e-commerce merchant’s success. 8fig, therefore, relies upon the e-commerce merchant’s truthful representations and good faith performance of its business, moving alongside the e-commerce merchant as a growth partner.

27. The arrangement with 8fig allows merchants the ability to obtain access to additional capital they otherwise could not, and, unlike a loan which requires absolute repayment or an investment which requires giving up equity, the remittance to 8fig is only made if the Line successfully sells and the e-commerce merchant grows. Working with 8fig also affords the merchants technology-backed support through predictive sales analysis that allows the merchant to plan more accurately for sales timelines, not incur costs from storage of excessive inventory, and create responsible, long-term consumer targeted grown in partnership with 8fig.

28. Consumers likewise benefit because competition in the marketplace is further expanded by causing more marketplace entrants that would otherwise lack the capital means to compete.

29. 8fig utilizes viewing-only access to each merchant’s bank account and e-commerce platform to monitor sales data, receipt of accounts receivable, and business performance to more

closely assist the merchants with their Growth Plans. In a tangible way, 8fig stands with and actively assists the merchants so that they can be successful and continue growing their businesses.

30. 8fig's business and technology principally operates through its principal office in Austin, Texas, where it operates the Platform, creates and operates the Growth Plan(s), and undertakes work relating to the created Line(s).

31. 8fig's relationship with a merchant is governed by a Master Future Revenue Purchase Agreement (the "Purchase Agreement") which sets forth the terms and conditions of the parties' relationship while providing simple, plain English explanations of 8fig's business systems. Under the Purchase Agreement, the merchant is authorized to utilize the Platform to submit information for a Growth Plan. The merchant agrees that it will (1) only utilize one bank account (the "Bank Account") which will be linked to 8fig's system for view-only access to deposit accounts receivable and manage a specific Line, thereby ensuring the most accurate projections, and (2) sells and assigns all of its rights, title, and interest in and to the accounts receivable generated from a particular Line to 8fig, up to the amount purchased under the Line, in exchange for the up-front purchase price. The Remittance Schedule even provides the e-commerce merchant with its projected profit from each line so that the merchant can plan out strategic growth. 8fig's model is designed to bring clarity to the relationship and ensure both sides remain collaborative in seeking the merchant's continued growth.

32. To secure its purchase, the Purchase Agreement grants a security interest in the accounts receivable and proceeds therefrom for the inventory covered by the Line and an interest in the underlying inventory itself. This is designed as a necessary protection for the services 8fig performs to help the merchants become successful in ongoing Lines in the market. To place the

public on notice of 8fig's ownership of the purchased accounts receivable, 8fig is also authorized to file a UCC-1 Financing Statement.

The Scheme and Connectivity of the Defendants and the "Network"

33. AA7Days, Benghall, Calixo, Cornerstone, Silvanes, Glamhiv, Rootstim, Invention Cool, Spectra, Venturelaze, Inbria, HuanXi, and Coastal Fan comprise a group of connected 8fig users which are defendants herein. For ease of reference, they are hereinafter collectively referred to as the "Merchant Defendants."

34. As discussed (and defined) below, Arishine, Warm King, Advanced Rack, EssyNaturals, Hengyu, CloudStairs, Singularity Store, Skyloa, and Vogcrest are hereinafter collectively referred to as the "Connected Merchants." The Connected Merchants also have business relationships with 8fig and are interwoven with Merchant Defendants. While not currently defendants in this action, the Connected Merchants may be added later but are included to demonstrate the enterprise and the conspiracy. In many cases, 8fig has either secured recovery against the Connected Merchants or has otherwise secured a judgment against them, oftentimes before discovering their connection to the other merchants.

35. As shown in further detail below, the Merchant Defendants and Connected Merchants, as defined herein and collectively as the "Merchants," are connected through membership in or affiliation with a religious sect known internationally as the World Olivet Assembly, but known from within as simply the "Community." The Merchants displayed a nearly identical pattern, approaching 8fig for services in exchange for the sale of certain future receivable rights to 8fig.

36. Thereafter, the Merchants would, after a few months, shut off the connection to the designated bank account and, in many instances, seemingly go "out of business." In reality, as 8fig would learn from its investigation, the Merchants were taking the funds provided by 8fig or

otherwise generated via 8fig's assistance, transferring them to a series of associated entities (many owned by the Merchants' principals, i.e., the "Principals") and, in turn, these entities would cause the funds to flow, ultimately, to the Community itself, either through wholly-owned entities or, in some cases, to the Community itself directly.

37. The Merchants, Principals, Associated Entities, and the Community formed an association-in-fact enterprise which formed for the common goal of funding the Community's operations through wire fraud and racketeering activity in violation of 18 U.S.C. §1962 *et seq.* (the Racketeering Influence and Corrupt Organization Act, hereinafter referred to as "RICO"). This network of entities and individuals conspired to and did defraud 8fig out of millions of dollars in furtherance of their enterprise via unlawful means. These facts will be detailed within this Complaint. *See infra*, at ¶¶ 38-200.

The Merchant Defendants and the Purchase Agreements

AA7 Days

38. Stepup Funny, LLC d/b/a Stepup Funny d/b/a AA7 Days ("AA7") is an online merchant owned, in whole or in part, by Eunice Or ("Or" or "AA7 Owners"), in the business of selling goods exclusively through e-commerce websites like Amazon. AA7 Days primary product is, based upon its Amazon Storefront, Vassoul beauty products, a brand-name trademarked to Jonathan Park, further detailed below.

39. On or about October 8, 2022, AA7 Days and 8fig executed a Master Future Revenue Purchase Agreement (the "AA7 Days Agreement") whereby 8fig agreed to grant AA7 Days access to the Platform and to deposit the purchase price into AA7 Days' specific merchant bank account (the "AA7 Days Bank Account") as outlined in the AA7 Days Purchase Agreement. In exchange, AA7 Days promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all

rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, AA7 Days agreed to deposit the Account Receivables into the same AA7 Days Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the AA7 Days Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “A.”

40. After executing the Agreement, AA7 Days submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. AA7 Days then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$563,760.00 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$626,400.00 of AA7 Days’ future accounts receivable generated from the particular Lines approved by 8fig (the “AA7 Days Purchased Receivables”).

41. After receiving 8fig’s services and use of 8fig funding, AA7 Days then unilaterally disconnected the Bank Account, and, therefore, breached the AA7 Days Purchase Agreement. Specifically, AA7 Days agreed under Section 12 of the AA7 Days Purchase Agreement on page 10 that AA7 Days would not “revoke. . . [8fig]’s access to Your seller account(s) on any selling platform as required under Section 8...” On or about December 1, 2022, AA7 Days disconnected its Amazon store from 8fig’s Platform, thereby defaulting under the Agreement.

42. At the time of AA7’s default, 8fig had remitted \$180,502.00 of the purchase price to AA7.

43. Eunice Or was in charge of the financial decision-making processes for AA7 Days and was directly responsible for, or had authority over, the connection of the Bank Account and the representations made by AA7 Days to 8fig.

44. 8fig never received the purchased receivables via remittance from AA7 Days, despite 8fig performing under the AA7 Days Purchase Agreement. In essence, AA7 Days and AA7 Days's Owners took the money, ran, and never satisfied their obligations to 8fig.

45. After the allowance of all just and lawful offsets, payments, and credits to AA7 Days' account as to the AA7 Days Purchase Agreement, a default balance thereon of \$213,967.97 remains due, unreceived, and owing.

Benghall

46. Benghall is an online merchant owned and operated by Young Ok Jung ("Jung") and Grace Su ("Su"), collectively, the "Benghall Owners," that is in the business of selling goods exclusively through e-commerce websites like Amazon. On or about April 20, 2022, Benghall and 8fig executed a Master Future Revenue Purchase Agreement (the "Benghall Agreement") whereby 8fig agreed to grant Benghall access to the Platform and to deposit the purchase price into Benghall's specific merchant bank account (the "Benghall Bank Account") as outlined in the Benghall Purchase Agreement. In exchange, Benghall promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Benghall agreed to deposit the Account Receivables into the same Benghall Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Benghall Purchase

Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “B.”

47. After executing the Agreement, Benghall submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Benghall then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$768,000.00 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$854,000.00 of Benghall’s future accounts receivable generated from the particular Lines approved by 8fig (the “Benghall Purchased Receivables”).

48. After executing the Agreement, Benghall submitted a Growth Plan on the Platform as well as many Lines. 8fig evaluated the Growth Plan and Lines, and purchased a certain amount of future account receivables. Over time, 8fig purchased, in total, \$854,000.00 of Benghall’s future account receivables (the “Benghall Purchased Receivables”).

49. Benghall disconnected the Amazon Account in April 2023 and, previously, disconnected the Bank account (though the same was eventually reconnected), and, therefore, breached the Benghall Purchase Agreement. Specifically, Benghall agreed under Section 2 of the Benghall Purchase Agreement on page 10 that Benghall would not “revoke. . . [8fig]’s access to Your seller account(s) on any selling platform as required under Section 8...” and “revoke. . . [8fig]’s access to view transactions in the Benghall Bank Account.”

50. At the time of Benghall’s default, 8fig had remitted \$474,739.00 of the purchase price to Benghall in accordance with the then-current Growth Plan.

51. Jung and Su were in charge of the financial decision-making processes for Benghall and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Benghall to 8fig.

52. 8fig never received the purchased receivables via remittance from Benghall, despite 8fig performing under the Benghall Purchase Agreement. In essence, Benghall and Benghall's Owners took the money, ran, and never satisfied their obligations to 8fig.

53. After the allowance of all just and lawful offsets, payments, and credits to Benghall's account as to the Benghall Purchase Agreement, a balance of \$476,981.19 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Benghall Purchase Agreement have been performed, waived, or otherwise satisfied.

Calixo

54. Calixo is an online merchant owned by Joungwoo Cho ("J. Cho" or "Calixo Owner") in the business of selling goods exclusively through e-commerce websites like Amazon, including, like Arishine, the Arishine branded products for which Calixo owns the trademark.

55. On or about April 27, 2022, Calixo and 8fig executed a Master Future Revenue Purchase Agreement (the "Calixo Agreement") whereby 8fig agreed to grant Calixo access to the Platform and to deposit the purchase price into Calixo's specific merchant bank account (the "Calixo Bank Account") as outlined in the Calixo Purchase Agreement. In exchange, Calixo promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Calixo agreed to deposit the Account Receivables into the same Calixo Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also

granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Calixo Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “C.”

56. After executing the Agreement, Calixo submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Calixo then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$1,634,039.22 remitted in accordance with the Growth Plan and after accounting for participation of 11% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$1,835,999.12 of Calixo’s future accounts receivable generated from the particular Lines approved by 8fig (the “Calixo Purchased Receivables”).

57. Calixo disconnected the storefront, and, therefore, breached the Calixo Purchase Agreement in April 2023. Specifically, Calixo agreed under Section 2 of the Calixo Purchase Agreement on page 10 that Calixo would not “revoke. . . [8fig]’s access to Your seller account(s) on any selling platform as required under Section 8...” and “revoke. . . [8fig]’s access to view transactions in the Calixo Bank Account.”

58. At the time of default, 8fig had remitted \$396,698.98 of the purchase price in accordance with the then-current Growth Plan.

59. J. Cho was in charge of the financial decision-making processes for Calixo and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Calixo to 8fig.

60. 8fig never received the purchased receivables via remittance from Calixo, despite 8fig performing under the Calixo Purchase Agreement. In essence, Calixo and Calixo's Owners took the money, ran, and never satisfied their obligations to 8fig.

61. After the allowance of all just and lawful offsets, payments, and credits to Calixo's account as to the Calixo Purchase Agreement, a balance thereon of \$542,348.45 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Calixo Purchase Agreement have been performed, waived, or otherwise satisfied.

Silvanes

62. Silvanes is an online merchant owned and operated by Whansoo Lee¹ ("W. Lee") and Caroline Zhang ("C. Zhang"), collectively, the "Silvanes Owners," in the business of selling goods exclusively through e-commerce websites like Amazon.

63. On or about March 21, 2022, Silvanes and 8fig executed a Master Future Revenue Purchase Agreement (the "Silvanes Purchase Agreement") whereby 8fig agreed to grant Silvanes access to the Platform and to deposit the purchase price into Silvanes's specific merchant bank account (the "Silvanes Bank Account") as outlined in the Master Future Revenue Purchase Agreement (the "Silvanes Purchase Agreement"). In exchange, Silvanes promised that, for each offer it accepts on the Platform, it will sell and assign to 8fig all right, title, and interest in the future account receivables reflected in that offer (the "Account Receivables"). Further, Silvanes agreed to deposit the Account Receivables into the same Silvanes Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's remittance schedule to 8fig via ACH. Pursuant to the

¹ Whansoo Lee is also in Ad Operations at Christian Media Incorporated, discussed below as part of the World Olivet Assembly power-structure, as well as an owner of Hatch Light, LLC. As demonstrated herein, Silvanes transferred thousands of dollars to W. Lee's other business, Hatch Light, LLC, while simultaneously reporting "business problems" to 8fig.

Silvanes Purchase Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Silvanes Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “D.”

64. After executing the Agreement, Silvanes submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Silvanes then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$964,460.00 remitted in accordance with the Growth Plan and after accounting for participation of 17% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$1,162,000.00 of Silvanes’ future accounts receivable generated from the particular Lines approved by 8fig (the “Silvanes Purchased Receivables”).

65. Silvanes encumbered the Purchased Receivables by taking out a secured loan from Amazon Capital Services, Inc. Specifically, Silvanes agreed under Section 2 of the Silvanes Purchase Agreement on page 9 that Silvanes would not “seek additional funding that encumbers the Amount Sold without Purchaser’s prior written approval.” About five (5) months after signing the Silvanes Purchase Agreement, Silvanes applied for and received a loan from Amazon Capital Services, Inc. for \$42,000.00, thereby defaulting under the Silvanes Purchase Agreement.

66. At the time of Silvanes’ default, 8fig had remitted \$665,002.50 in accordance with the then-current Growth Plan.

67. The Silvanes Owners were and are in charge of the financial decision-making processes for Silvanes and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Silvanes to 8fig.

68. 8fig never received the purchased receivables via remittance from Silvanes, despite 8fig performing under the Silvanes Purchase Agreement. In essence, Silvanes and Silvanes's Owners took the money, ran, and never satisfied their obligations to 8fig.

69. After the allowance of all just and lawful offsets, payments, and credits to Silvanes' account as to the Silvanes Purchase Agreement, and after discounting the Silvanes Purchase Agreement balance to present value, a balance thereon of \$800,119.70 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Silvanes Purchase Agreement have been performed, waived, or otherwise satisfied.

Glamhiv

70. Glamhiv is an online merchant owned by Seri Kwon a/k/a Moonjung Kwon ("S. Kwon"),² on information and belief, Lily Song ("L. Song"), and Samuel Lee ("S. Lee")³, collectively, the "Glamhiv Owners," in the business of selling goods exclusively through e-commerce websites like Amazon.

71. On or about April 20, 2022, Glamhiv and 8fig executed a Master Future Revenue Purchase Agreement (the "Glamhiv Agreement") whereby 8fig agreed to grant Glamhiv access to the Platform and to deposit the purchase price into Glamhiv's specific merchant bank account (the "Glamhiv Bank Account") as outlined in the Glamhiv Purchase Agreement. In exchange, Glamhiv promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Glamhiv agreed to deposit the Account Receivables into the same Glamhiv Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the

² Treasurer, Officer, and Trustee at Great Commission University, discussed below.

³ Graduate of Olivet University.

Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Glamhiv Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “E.”

72. After executing the Agreement, Glamhiv submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Glamhiv then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$760,950.00 remitted in accordance with the Growth Plan and after accounting for participation of 11% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$855,000.00 of Glamhiv’s future accounts receivable generated from the particular Lines approved by 8fig (the “Glamhiv Purchased Receivables”).

73. Glamhiv disconnected the Amazon store in August 2022, and, therefore, breached the Glamhiv Purchase Agreement. Specifically, Glamhiv agreed under Section 2 of the Glamhiv Purchase Agreement on page 10 that Glamhiv would not “Specifically, Benghall agreed under Section 2 of the Glamhiv Purchase Agreement on page 10 that Glamhiv would not “revoke. . . [8fig]’s access to Your seller account(s) on any selling platform as required under Section 8...”

74. At the time of Glamhiv’s default, 8fig had remitted \$170,004.00 of the purchase price in accordance with the then-current Growth Plan.

75. The Glamhiv Owners were and are collectively in charge of the financial decision-making processes for Glamhiv and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Glamhiv to 8fig.

76. 8fig never received the purchased receivables via remittance from Glamhiv, despite 8fig performing under the Glamhiv Purchase Agreement. In essence, Glamhiv and Glamhiv's Owners took the money, ran, and never satisfied their obligations to 8fig.

77. After the allowance of all just and lawful offsets, payments, and credits to Glamhiv's account as to the Glamhiv Purchase Agreement, a balance thereon of \$188,768.13 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Glamhiv Purchase Agreement have been performed, waived, or otherwise satisfied.

Rootstim

78. Rootstim is an online merchant owned and operated by Grace Vu ("Vu"), Nehemiah Xu ("N. Xu"), and Swan Ham ("S. Ham")⁴, collectively referred to as the "Rootstim Owners," in the business of selling goods exclusively through e-commerce websites like Amazon. On or about July 12, 2022, Rootstim and 8fig executed a Master Future Revenue Purchase Agreement (the "Rootstim Agreement") whereby 8fig agreed to grant Rootstim access to the Platform and to deposit the purchase price into Rootstim's specific merchant bank account (the "Rootstim Bank Account") as outlined in the Rootstim Purchase Agreement. In exchange, Rootstim promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Rootstim agreed to deposit the Account Receivables into the same Rootstim Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Rootstim Purchase Agreement along with all referenced schedules, addendums,

⁴ S. Ham is believed to be, according to information available, a web designer for the Christian Post, an Olivet Assembly affiliated media site.

amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “F.”

79. After executing the Agreement, Rootstim submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Rootstim then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$2,501,008.65 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$2,778,840.00 of Rootstim’s future accounts receivable generated from the particular Lines approved by 8fig (the “Rootstim Purchased Receivables”).

80. Rootstim agreed under Section 2 of the Rootstim Purchase Agreement on page 10 that Rootstim would not “sell, transfer, or otherwise encumber, or attempt to sell, transfer, or otherwise encumber, the Amount Sold to another finance company or any other person or entity.” However, Rootstim transferred the Amount Sold to Tribless LLC, a third-party entity, thereby defaulting under the Rootstim Purchase Agreement.

81. At the time of Rootstim’s default, 8fig had remitted \$852,403.00 of the purchase price in accordance with the then-current Growth Plan.

82. The Rootstim Owners were and are collectively in charge of the financial decision-making processes for Rootstim and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Rootstim to 8fig. Further, as demonstrated in more detail, the Rootstim Owners sent tens of thousands of dollars to Tribless, LLC, an entity owned and operated by Hyewon Ham, known to be a professor at Olivet University.

83. 8fig never received the purchased receivables via remittance from Rootstim, despite 8fig performing under the Rootstim Purchase Agreement. In essence, Rootstim and Rootstim's Owners took the money, ran, and never satisfied their obligations to 8fig.

84. After the allowance of all just and lawful offsets, payments, and credits to Rootstim's account as to the Rootstim Purchase Agreement, a balance thereon of \$1,140,896.50 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Rootstim Purchase Agreement have been performed, waived, or otherwise satisfied.

Invention Cool

85. Invention Cool is an online merchant owned by Walker Emily a/k/a Emily Walker ("Walker") and, on information and belief, W. Lee, whether individually or through Hatch Light, LLC, collectively referred to herein as the "Invention Cool Owners," in the business of selling goods exclusively through e-commerce websites like Amazon.

86. On or about June 3, 2022, Invention Cool and 8fig executed a Master Future Revenue Purchase Agreement (the "Invention Cool Agreement") whereby 8fig agreed to grant Invention Cool access to the Platform and to deposit the purchase price into Invention Cool's specific merchant bank account (the "Invention Cool Bank Account") as outlined in the Invention Cool Purchase Agreement. In exchange, Invention Cool promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Invention Cool agreed to deposit the Account Receivables into the same Invention Cool Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Invention Cool Purchase

Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “G.”

87. After executing the Agreement, Invention Cool submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Invention Cool then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$2,208,028.62 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$2,453,365.13 of Invention Cool’s future accounts receivable generated from the particular Lines approved by 8fig (the “Invention Cool Purchased Receivables”).

88. Invention Cool requested and received funding from Amazon Capital Services or another similarly situated company on or about November 25, 2022, breaching the Invention Cool Purchase Agreement under Sections 10(1-3). Further, Invention Cool intentionally diverts funds received from its payment processor, Amazon, that consist of proceeds of the accounts receivable purchased by 8fig from its Invention Cool Account to a separate account from which 8fig lacks access. Therefore, Invention Cool is intentionally and knowingly preventing 8fig from realizing the benefit of its bargain.

89. At the time of Invention Cool’s default, 8fig had remitted to Invention Cool \$1,053,782.00 of the purchase price under the then-current Growth Plan.

90. The Invention Cool Owners were and are collectively in charge of the financial decision-making processes for Invention Cool and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Invention Cool to 8fig.

91. 8fig never received the purchased receivables via remittance from Invention Cool, despite 8fig performing under the Invention Cool Purchase Agreement. In essence, Invention Cool and Invention Cool's Owners took the money, ran, and never satisfied their obligations to 8fig.

92. After the allowance of all just and lawful offsets, payments, and credits to Invention Cool's account as to the Invention Cool Purchase Agreement, a balance thereon of \$1,092,047.76 remains due, unremitted, and owing.

Spectra

93. Spectra is an online merchant based in New York that operates e-commerce websites through various host sites like Amazon, Shopify, and other related stores under assumed names including Stepeak and Beautieszilla.

94. On or about April 7, 2022, Spectra and 8fig executed a Master Future Revenue Purchase Agreement (the "Spectra Agreement") whereby 8fig agreed to grant Spectra access to the Platform and to deposit the purchase price into Spectra's specific merchant bank account (the "Spectra Bank Account") as outlined in the Spectra Purchase Agreement. In exchange, Spectra promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Spectra agreed to deposit the Account Receivables into the same Spectra Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Spectra Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "H."

95. After executing the Agreement, Spectra submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Spectra then agreed to procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital in the amount of \$1,208,878.17 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig's technology. As a result, 8fig acquired the rights, title, and interest to \$1,343,197.97 of Spectra's future accounts receivable generated from the particular Lines approved by 8fig(the "Spectra Purchased Receivables").

96. Spectra disconnected the Amazon storefront, and, therefore, breached the Spectra Purchase Agreement in or about December 2022, violating Section 10(12) of the Spectra Purchase Agreement. Further, Spectra began operating an unauthorized store operating under the "Beautieszilla" name that was and is outside of 8fig's system, thereby diverting collateral.

97. At the time of Spectra's default, 8fig had remitted \$442,801.05 of the purchase price to Spectra in accordance with the then-current Growth Plan.

98. 8fig never received the purchased receivables via remittance from Spectra, despite 8fig performing under the Spectra Purchase Agreement. In essence, Spectra and Spectra's Owners took the money, ran, and never satisfied their obligations to 8fig.

99. After the allowance of all just and lawful offsets, payments, and credits to Spectra's account as to the Spectra Purchase Agreement, a balance thereon of \$466,340.34 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Spectra Purchase Agreement have been performed, waived, or otherwise satisfied.

Venturelaze

100. Venturelaze is an online merchant owned and operated by Zoey Yin (“Yin”) and J. Park (collectively with Yin, the “Venturelaze Owners”) in the business of selling goods exclusively through e-commerce websites like Amazon.

101. On or about April 19, 2022, Venturelaze and 8fig executed a Master Future Revenue Purchase Agreement (the “Venturelaze Agreement”) whereby 8fig agreed to grant Venturelaze access to the Platform and to deposit the purchase price into Venturelaze’s specific merchant bank account (the “Venturelaze Bank Account”) as outlined in the Venturelaze Purchase Agreement. In exchange, Venturelaze promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, Venturelaze agreed to deposit the Account Receivables into the same Venturelaze Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Venturelaze Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “I.”

102. After executing the Agreement, Venturelaze submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Venturelaze then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$680,400.00 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired

the rights, title, and interest to \$756,000.00 of Venturelaze's future accounts receivable generated from the particular Lines approved by 8fig (the "Venturelaze Purchased Receivables").

103. Venturelaze disconnected the Bank Account in or around October 5, 2022, and the Amazon storefront, violating Section 10(12) of the Venturelaze Purchase Agreement.

104. At the time of default, Venturelaze had received \$216,002.00 of the purchase price remitted from 8fig in accordance with the then-current Growth Plan.

105. The Venturelaze Owners were in charge of the financial decision-making processes for Venturelaze and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Venturelaze to 8fig.

106. 8fig never received the purchased receivables via remittance from Venturelaze, despite 8fig performing under the Venturelaze Purchase Agreement. In essence, Venturelaze and Venturelaze's Owners took the money, ran, and never satisfied their obligations to 8fig.

107. After the allowance of all just and lawful offsets, payments, and credits to Venturelaze's account as to the Venturelaze Purchase Agreement, a balance thereon of \$311,266.56 remains due, unremitted, and owing.

HuanXi

108. HuanXi is an online merchant owned and operated by Younghai Ko ("Y. Ko")⁵ and Joshua Wang ("J. Wang"), hereinafter referred to as the "HuanXi Owners," in the business of selling goods exclusively through e-commerce websites like Amazon. HuanXi sells Vassoul products, a trademark owned by J. Park.

109. On or about March 31, 2022, HuanXi and 8fig executed a Master Future Revenue Purchase Agreement (the "HuanXi Agreement") whereby 8fig agreed to grant HuanXi access to the

⁵ Y. Ko is a professor at Olivet University's music department.

Platform and to deposit the purchase price into HuanXi's specific merchant bank account (the "HuanXi Bank Account") as outlined in the HuanXi Purchase Agreement. In exchange, HuanXi promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, HuanXi agreed to deposit the Account Receivables into the same HuanXi Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the HuanXi Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "J."

110. After executing the Agreement, HuanXi submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. HuanXi then agreed to procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital in the amount of \$415,530.00 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig's technology. As a result, 8fig acquired the rights, title, and interest to \$461,700.00 of HuanXi's future accounts receivable generated from the particular Lines approved by 8fig (the "HuanXi Purchased Receivables").

111. HuanXi both disconnected 8fig's viewing access of the HuanXi Bank Account and disconnected its Amazon Storefront, thereby breaching the HuanXi Purchase Agreement. Specifically, HuanXi agreed under Section 2 of the HuanXi Purchase Agreement on page 9 that HuanXi would not "revoke [8fig]'s access to [HuanXi's] seller account(s) on any selling platform as required under Section 8, or [8fig]'s access to view transactions in the [HuanXi] Bank Account." On

or about June 15, 2022, HuanXi revoked 8fig's viewing access to both the Amazon Storefront and the Bank Account, thereby defaulting under the Agreement.

112. At the time of default, HuanXi had received from 8fig \$262,453.00 in purchase price in accordance with the then-current Growth Plan.

113. The HuanXi Owners were and are collectively in charge of the financial decision-making processes for HuanXi and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by HuanXi to 8fig.

114. 8fig never received the purchased receivables via remittance from HuanXi, despite 8fig performing under the HuanXi Purchase Agreement. In essence, HuanXi and HuanXi's Owners took the money, ran, and never satisfied their obligations to 8fig.

115. After the allowance of all just and lawful offsets, payments, and credits to HuanXi's account as to the HuanXi Purchase Agreement, a balance thereon of \$236,780.47 remains due, unremitted, and owing.

Inbria

116. Inbria, LLC d/b/a Metsastys ("Inbria") is an online merchant owned and operated by Lyn Cl ("Lyn"), Carline Zheng, and W. Lee, either individually or through Hatch Light, LLC, collectively referred to herein as the "Inbria Owners," in the business of selling goods exclusively through e-commerce websites like Amazon.

117. On or about September 13, 2022, Inbria and 8fig executed a Master Future Revenue Purchase Agreement (the "Inbria Agreement") whereby 8fig agreed to grant Inbria access to the Platform and to deposit the purchase price into Inbria's specific merchant bank account (the "Inbria Bank Account") as outlined in the Inbria Purchase Agreement. In exchange, Inbria promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the

future account receivables reflected in that Offer (the “Account Receivables”). Further, Inbria agreed to deposit the Account Receivables into the same Inbria Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Inbria Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “K.”

118. After executing the Agreement, Inbria submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Inbria then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$270,000.00 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig’s technology. As a result, 8fig acquired the rights, title, and interest to \$300,000.00 of Inbria’s future accounts receivable generated from the particular Lines approved by 8fig (the “Inbria Purchased Receivables”).

119. Inbria transferred thousands of dollars to various entities including Zeltmak Group, LLC, an Olivet-associated entity, and Arishines. These transfers were, on information and belief, proceeds of accounts receivable that were due to 8fig.

120. At the time of Inbria’s default, Inbria had received from 8fig \$128,898.33 of the purchase price under the then-current Growth Plan.

121. The Inbria Owners were and are collectively in charge of the financial decision-making processes for Inbria and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Inbria to 8fig.

122. 8fig never received the purchased receivables via remittance from Inbria, despite 8fig performing under the Inbria Purchase Agreement. In essence, Inbria and Inbria's Owners took the money, ran, and never satisfied their obligations to 8fig.

123. After the allowance of all just and lawful offsets, payments, and credits to Inbria's account as to the Inbria Purchase Agreement, a balance thereon of \$170,111.55 remains due, unremitted, and owing.

Coastal Fan

124. AngelicMisto, LLC d/b/a Coastal Fan ("Coastal Fan") is an online merchant owned by Victor P. Dondero (as Manager, "Dondero") and, on information and belief, Jonathan Park ("J. Park"), collectively, the "Coastal Fan Owners," that is in the business of selling goods exclusively through e-commerce websites like Amazon. On or about July 14, 2022, Coastal Fan and 8fig executed a Master Future Revenue Purchase Agreement (the "Coastal Fan Agreement") whereby 8fig agreed to grant Coastal Fan access to the Platform and to deposit the purchase price into Coastal Fan's specific merchant bank account (the "Coastal Fan Bank Account") as outlined in the Coastal Fan Purchase Agreement. In exchange, Coastal Fan promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Coastal Fan agreed to deposit the Account Receivables into the same Coastal Fan Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Coastal Fan Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "L."

125. After executing the Agreement, Coastal Fan submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Coastal Fan then agreed to procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital in the amount of \$1,096,198.92 remitted in accordance with the Growth Plan and after accounting for participation of 10% as well as 8fig's technology. As a result, 8fig acquired the rights, title, and interest to \$1,217,998.00 of Coastal Fan's future accounts receivable generated from the particular Lines approved by 8fig (the "Coastal Fan Purchased Receivables").

126. Coastal Fan disconnected the Coastal Fan Bank Account from 8fig's system, and, therefore, breached the Coastal Fan Purchase Agreement on or about July 4, 2023. Specifically, Coastal Fan agreed under the Coastal Fan Purchase Agreement that it would not "revoke. . . [8fig]'s access to view transactions in the Coastal Fan Bank Account."

127. At the time of Coastal Fan's default, it had received \$185,001.00 of the purchase price under the then-current Growth-Plan.

128. The Coastal Fan Owners were and are in charge of the financial decision-making processes for Coastal Fan and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Coastal Fan to 8fig.

129. 8fig never received the purchased receivables via remittance from Coastal Fan, despite 8fig performing under the Coastal Fan Purchase Agreement. In essence, Coastal Fan and Coastal Fan's Owners took the money, ran, and never satisfied their obligations to 8fig.

130. After the allowance of all just and lawful offsets, payments, and credits to Coastal Fan's account as to the Coastal Fan Purchase Agreement, a balance thereon of \$105,964.62 remains due, unremitted, and owing.

Cornerstone

131. Cornerstone Trading LLC d/b/a Cornerstone Global (“Cornerstone”) is an online merchant owned and operated by J. Park, the “Cornerstone Owner,” in the business of selling goods exclusively through e-commerce websites like Amazon.

132. On or about April 20, 2022, Cornerstone and 8fig executed a Master Future Revenue Purchase Agreement (the “Cornerstone Agreement”) whereby 8fig agreed to grant Cornerstone access to the Platform and to deposit the purchase price into Cornerstone’s specific merchant bank account (the “Cornerstone Bank Account”) as outlined in the Cornerstone Purchase Agreement. In exchange, Cornerstone promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, Cornerstone agreed to deposit the Account Receivables into the same Cornerstone Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Cornerstone Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “M.”

133. After executing the Agreement, Cornerstone submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Cornerstone then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital in the amount of \$432,000.00 remitted in accordance with the Growth Plan and after accounting for participation of 20% as well as 8fig’s technology. As a result,

8fig acquired the rights, title, and interest to \$540,000.00 of Cornerstone's future accounts receivable generated from the particular Lines approved by 8fig (the "Cornerstone Purchased Receivables").

134. Cornerstone disconnected the Cornerstone Bank Account, and, therefore, breached the Cornerstone Purchase Agreement on or about October 6, 2022, in direct violation of the terms of the agreement.

135. At the time of Cornerstone's default, 8fig had remitted a total of \$180,002.00 of the purchase price under the then-current Growth Plan.

136. J. Park was in charge of the financial decision-making processes for Cornerstone and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Cornerstone to 8fig.

137. 8fig never received the purchased receivables via remittance from Cornerstone, despite 8fig performing under the Cornerstone Purchase Agreement. In essence, Cornerstone and Cornerstone's Owners took the money, ran, and never satisfied their obligations to 8fig.

138. After the allowance of all just and lawful offsets, payments, and credits to Cornerstone's account as to the Cornerstone Purchase Agreement, a balance thereon of \$146,129.83 remains due, unremitted, and owing.

The Connected Merchants

139. In addition to the Merchant Defendants, the following other online merchants signed agreements with 8fig that have a connection with the Community. At the present time, they are not defendants but may be added at a later date. However, 8fig has not included them at the present time for cost purposes, due to pre-existing judgments obtained prior to this case, or due to potential recovery sources from other means. Instead, 8fig includes these allegations to demonstrate the interconnectivity and to add more to the enterprise and conspiracy claims.

Advanced Rack

140. Edenrays LLC d/b/a Advanced Rack (“Advanced Rack”) is an online merchant managed and, on information and belief, owned by Holly Wagner (“Wagner”) and Hyewon Ham (“Ham”), collectively, the “Advanced Rack Owners,” in the business of selling goods exclusively through e-commerce websites like Amazon.

141. On or about March 28, 2022, Advanced Rack and 8fig executed a Master Future Revenue Purchase Agreement (the “Advanced Rack Agreement”) whereby 8fig agreed to grant Advanced Rack access to the Platform and to deposit the purchase price into Advanced Rack’s specific merchant bank account (the “Advanced Rack Bank Account”) as outlined in the Advanced Rack Purchase Agreement. In exchange, Advanced Rack promised that for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, Advanced Rack agreed to deposit the Account Receivables into the same Advanced Rack Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Advanced Rack Purchase Agreement and all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “N.”

142. After executing the Agreement, Advanced Rack submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Advanced Rack then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital and technology. As a result, 8fig acquired the rights,

title, and interest to \$5,577,750.00 of Advanced Rack's future accounts receivable generated from the particular Lines approved by 8fig (the "Advanced Rack Purchased Receivables").

143. Advanced Rack placed a stop on 8fig's access to the Advanced Rack Bank Account on July 27, 2022, thereby defaulting under the obligations specifically set forth in Sections 8 and 10(12) of the Advanced Rack Purchase Agreement. Specifically, Advanced Rack agreed that Advanced Rack would not "revoke. . . [8fig]'s access to view transactions in the Advanced Rack Bank Account." Further, Advance Rack disconnected the Amazon account in June 2023.

144. The Advanced Rack Owners were and are in charge of the financial decision-making processes for Advanced Rack and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Advanced Rack to 8fig.

145. 8fig never received the purchased receivables via remittance from Advanced Rack, despite 8fig performing under the Advanced Rack Purchase Agreement. In essence, Advance Rock and Advanced Rack Owners took the money, ran, and never satisfied their obligations to 8fig.

146. After the allowance of all just and lawful offsets, payments, and credits to Advanced Rack's account as to the Advanced Rack Purchase Agreement, a balance thereon of \$1,926,505.87 remains due, unremitted, and owing. All conditions precedent to 8fig's recovery under the Advanced Rack Purchase Agreement have been performed, waived, or otherwise satisfied.

Arishines

147. Telyview, Inc. d/b/a Arishines ("Arishines") is an online merchant owned by Jonah Qu⁶ ("Qu" or "Arishines Owner"), the Chief Operating Officer, in the business of selling goods exclusively through e-commerce websites like Amazon. Arishines' Amazon storefront operates as

⁶ The listed address for Arishine is 3483 Pleasant Ridge Road, Wingdale, NY 12594, which is the address for World Olivet Assembly's New York location.

“Arishine USA” and sells Arishine products for which Defendant Calixo, LLC holds the trademark after registration by Yen-Yi Anderson.⁷

148. On or about March 1, 2022, Arishines and 8fig executed a Master Future Revenue Purchase Agreement (the “Arishines Agreement”) whereby 8fig agreed to grant Arishines access to the Platform and to deposit the purchase price into Arishines’s specific merchant bank account (the “Arishines Bank Account”) as outlined in the Arishines Purchase Agreement. In exchange, Arishines promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, Arishines agreed to deposit the Account Receivables into the same Arishines Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Arishines Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “O.”

149. After executing the Agreement, Arishine submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Arishine then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital and technology. As a result, 8fig acquired the rights, title, and interest to \$396,000.00 of Arishine’s future accounts receivable generated from the particular Lines approved by 8fig (the “Arishine Purchased Receivables”).

⁷ Ms. Anderson is the attorney responsible for registration of multiple trademarks for various defendants in this case, a former professor at Olivet University, and the spouse of William Anderson, the former officer in charge of Christian Media Corporation International. Mr. Anderson, while working at this Olivet-linked media company, was convicted of a fraud scheme involving *Newsweek* with Olivet University itself being convicted of falsifying business records.

150. Arishines changed their bank account to Telyview and transferred funds to Zeltmak Group, LLC, Olivita, Inc., and Mere Missions, LLC.⁸

151. Qu was in charge of the financial decision-making processes for Arishines and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Arishine to 8fig.

152. 8fig never received the purchased receivables via remittance from Arishines, despite 8fig performing under the Arishines Purchase Agreement. In essence, Arishines and Arishines's Owners took the money, ran, and never satisfied their obligations to 8fig.

153. After the allowance of all just and lawful offsets, payments, and credits to Arishines's account as to the Arishines Purchase Agreement, a balance thereon of \$73,052.64 remains due, unremitted, and owing.

Hengyu

154. Bestrader, LLC d/b/a Hengyu Shop ("Hengyu") is an online merchant owned and operated by J. Park⁹ in the business of selling goods exclusively through e-commerce websites like Amazon. On or about April 5, 2022, Hengyu and 8fig executed a Master Future Revenue Purchase Agreement (the "Hengyu Agreement") whereby 8fig agreed to grant Hengyu access to the Platform and to deposit the purchase price into Hengyu's specific merchant bank account (the "Hengyu Bank Account") as outlined in the Hengyu Purchase Agreement. In exchange, Hengyu promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Hengyu

⁸ Mere Mission, LLC is listed as a wholly owned entity by World Olivet Assembly, Inc. charged to "own and manage properties" according to World Olivet Assembly, Inc.'s 2020 tax filings, which can be found here: <https://projects.propublica.org/nonprofits/organizations/461616553/202103509349300915/full>

⁹ J. Park is a former director of Olivet University, author of various articles defending Olivet World Assembly on the Christian Post (owned by Olivet World Assembly), and owner of various trademarks utilized by the Merchant Defendants.

agreed to deposit the Account Receivables into the same Hengyu Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Hengyu Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "P."

155. After executing the Agreement, Hengyu submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Hengyu then agreed to procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital and technology. As a result, 8fig acquired the rights, title, and interest to \$167,600.00 of Hengyu's future accounts receivable generated from the particular Lines approved by 8fig (the "Hengyu Purchased Receivables").

156. Hengyu Shop changed their bank account to "Welcome Everymarket, Inc." and, upon information and belief, transferred hundreds of thousands of dollars between companies owned or associated with Jonathan Park.

157. J. Park was in charge of the financial decision-making processes for Hengyu and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Hengyu to 8fig.

158. 8fig never received the purchased receivables via remittance from Hengyu, despite 8fig performing under the Hengyu Purchase Agreement. In essence, Hengyu and Hengyu's Owners took the money, ran, and never satisfied their obligations to 8fig.

159. After the allowance of all just and lawful offsets, payments, and credits to Hengyu's account as to the Hengyu Purchase Agreement, a balance thereon of \$37,602.19 remains due, unremitted, and owing.

Cloudstairs

160. Cloudstairs LLC d/b/a Nopunzel ("CloudStairs") is an online merchant owned and operated by J. Park, Ham, and Dora Qu ("D. Qu"), collectively referred to as the "Cloudstairs Owners," that is in the business of selling goods exclusively through e-commerce websites like Amazon.

161. On or about April 6, 2022, CloudStairs and 8fig executed a Master Future Revenue Purchase Agreement (the "CloudStairs Agreement") whereby 8fig agreed to grant CloudStairs access to the Platform and to deposit the purchase price into CloudStairs's specific merchant bank account (the "CloudStairs Bank Account") as outlined in the CloudStairs Purchase Agreement. In exchange, CloudStairs promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, CloudStairs agreed to deposit the Account Receivables into the same CloudStairs Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the CloudStairs Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "Q."

162. After executing the Agreement, CloudStairs submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. CloudStairs then agreed to

procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital and technology. As a result, 8fig acquired the rights, title, and interest to \$404,240.00 of CloudStairs's future accounts receivable generated from the particular Lines approved by 8fig (the "CloudStairs Purchased Receivables").

163. CloudStairs disconnected the CloudStairs Bank Account, and, therefore, breached the CloudStairs Purchase Agreement.

164. The Cloudstairs Owners were and are collectively in charge of the financial decision-making processes for Cloudstairs and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Cloudstairs to 8fig.

165. 8fig never received the purchased receivables via remittance from Cloudstairs, despite 8fig performing under the Cloudstairs Purchase Agreement. In essence, Cloudstairs and Cloudstairs's Owners took the money, ran, and never satisfied their obligations to 8fig.

166. After the allowance of all just and lawful offsets, payments, and credits to CloudStairs' account as to the CloudStairs Purchase Agreement, a balance thereon of \$25,682.95 remains due, unremitted, and owing.

Singularity

167. Singularity Commercial, Inc. d/b/a Singularity Store ("Singularity") is an online merchant owned and operated by Mary Park ("M. Park"), Chunrong Zhang ("C. Zhang"), and Bo Huang ("Huang"), collectively, the "Singularity Owners," in the business of selling goods exclusively through e-commerce websites like Amazon. Singularity predominately sold Luxros, a brand with a trademark filed by Yen-Yi Anderson.

168. On or about September 13, 2022, Singularity and 8fig executed a Master Future Revenue Purchase Agreement (the "Singularity Agreement") whereby 8fig agreed to grant

Singularity access to the Platform and to deposit the purchase price into Singularity's specific merchant bank account (the "Singularity Bank Account") as outlined in the Singularity Purchase Agreement. In exchange, Singularity promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Singularity agreed to deposit the Account Receivables into the same Singularity Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Singularity Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit "R."

169. After executing the Agreement, Singularity submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Singularity then agreed to procure 8fig's services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig's capital and technology. As a result, 8fig acquired the rights, title, and interest to \$118,900.00 of Singularity's future accounts receivable generated from the particular Lines approved by 8fig (the "Singularity Purchased Receivables").

170. Singularity disconnected the Bank Account, and, therefore, breached the Singularity Purchase Agreement. Specifically, Singularity agreed under Section 2 of the Singularity Purchase Agreement on page 10 that Singularity would not "revoke. . . [8fig]'s access to view transactions in the Singularity Bank Account."

171. The Singularity Owners were and are collectively in charge of the financial decision-making processes for Singularity and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Singularity to 8fig.

172. 8fig never received the purchased receivables via remittance from Singularity, despite 8fig performing under the Singularity Purchase Agreement. In essence, Singularity and Singularity's Owners took the money, ran, and never satisfied their obligations to 8fig.

173. After the allowance of all just and lawful offsets, payments, and credits to Singularity's account as to the Singularity Purchase Agreement, a balance thereon of \$136,246.27 remains due, unremitted, and owing.

Skyloa

174. Kinmen LLC d/b/a Earthshine Trade d/b/a Skyloa ("Skyloa") is an online merchant owned and operated by Harris Shen ("Shen") and Anne Chen ("A. Chen"), collectively, the "Skyloa Owners," in the business of selling goods exclusively through e-commerce websites like Amazon.

175. On or about June 7, 2022, Skyloa and 8fig executed a Master Future Revenue Purchase Agreement (the "Skyloa Agreement") whereby 8fig agreed to grant Skyloa access to the Platform and to deposit the purchase price into Skyloa's specific merchant bank account (the "Skyloa Bank Account") as outlined in the Skyloa Purchase Agreement. In exchange, Skyloa promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the "Account Receivables"). Further, Skyloa agreed to deposit the Account Receivables into the same Skyloa Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform's Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and

correct copy of the Skyloa Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “S.”

176. After executing the Agreement, Skyloa submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Skyloa then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital and technology. As a result, 8fig acquired the rights, title, and interest to \$461,999.00 of Skyloa’s future accounts receivable generated from the particular Lines approved by 8fig (the “Skyloa Purchased Receivables”).

177. Skyloa disconnected the Bank Account, and, therefore, breached the Skyloa Purchase Agreement on or about September 14, 2022. Specifically, Skyloa agreed under Section 2 of the Skyloa Purchase Agreement on page 10 that Skyloa would not “revoke. . . [8fig]’s access to view transactions in the Skyloa Bank Account.” Further, Skyloa obtained additional funding that purports to encumber the Skyloa Purchased Receivables in direct violation to the Skyloa Purchase Agreement.

178. The Skyloa Owners were and are collectively in charge of the financial decision-making processes for Skyloa and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Skyloa to 8fig.

179. 8fig never received the purchased receivables via remittance from Skyloa, despite 8fig performing under the Skyloa Purchase Agreement. In essence, Skyloa and Skyloa’s Owners took the money, ran, and never satisfied their obligations to 8fig.

180. After the allowance of all just and lawful offsets, payments, and credits to Skyloa’s account as to the Skyloa Purchase Agreement, a balance thereon of \$104,987.59 remains due, unremitted, and owing.

Vogcrest

181. Vertex Elfreda Inc. d/b/a Vogcrest (“Vogcrest”) is an online merchant owned and operated by Johnson Tyler a/k/a Tyler Johnson (“Johnson”) in the business of selling goods exclusively through e-commerce websites like Amazon.

182. On or about April 14, 2022, Vogcrest and 8fig executed a Master Future Revenue Purchase Agreement (the “Vogcrest Agreement”) whereby 8fig agreed to grant Vogcrest access to the Platform and to deposit the purchase price into Vogcrest’s specific merchant bank account (the “Vogcrest Bank Account”) as outlined in the Vogcrest Purchase Agreement. In exchange, Vogcrest promised that, for each Offer it accepts on the Platform, it will sell and assign to 8fig all rights, title, and interest in the future account receivables reflected in that Offer (the “Account Receivables”). Further, Vogcrest agreed to deposit the Account Receivables into the same Vogcrest Bank Account that 8fig deposited the purchase price, as well as agreed to remit the Account Receivables from time to time as defined in the Platform’s Remittance Schedule to 8fig via ACH. Pursuant to the Agreement, 8fig was also granted a continuing security interest in the Account Receivables and all related inventory. A true and correct copy of the Vogcrest Purchase Agreement along with all referenced schedules, addendums, amendments, and modifications is attached hereto and incorporated by reference for all purposes as Exhibit “T.”

183. After executing the Agreement, Vogcrest submitted a Growth Plan on the Platform and accepted offers on its Line. 8fig evaluated the Growth Plan and Line. Vogcrest then agreed to procure 8fig’s services in exchange for giving 8fig a certain amount of future receivables in exchange for use of 8fig’s capital and technology. As a result, 8fig acquired the rights, title, and interest to \$264,749.00 of Vogcrest’s future accounts receivable generated from the particular Lines approved by 8fig (the “Vogcrest Purchased Receivables”).

184. Vogcrest disconnected the Bank Account, and, therefore, breached the Vogcrest Purchase Agreement on September 7, 2022.

185. Johnson was in charge of the financial decision-making processes for Vogcrest and directly responsible for, or had authority over, the connection of the Bank Account and the representations made by Vogcrest to 8fig.

186. 8fig never received the purchased receivables via remittance from Vogcrest, despite 8fig performing under the Vogcrest Purchase Agreement. In essence, Vogcrest and Vogcrest's Owners took the money, ran, and never satisfied their obligations to 8fig.

187. After the allowance of all just and lawful offsets, payments, and credits to Vogcrest's account as to the Vogcrest Purchase Agreement, a balance thereon of \$33,559.88 remains due, unremitted, and owing.

188. The AA7Days Purchase Agreement, Advanced Rack Purchase Agreement, Arishine Purchase Agreement, Benghall Purchase Agreement, Calixo Purchase Agreement, CoastalFan Purchase Agreement, Cornerstone Purchase Agreement, Silvanes Purchase Agreement, Spectra Purchase Agreement, EssyNaturals Purchase Agreement, Glamhiv Purchase Agreement, Hengyu Purchase Agreement, HuanXi Purchase Agreement, Invention Cool Purchase Agreement, Inbria Purchase Agreement, CloudStairs Purchase Agreement, Rootstim Purchase Agreement, KotkaSummer Purchase Agreement, Singularity Store Purchase Agreement, Skyloa Purchase Agreement, Venturelaze Purchase Agreement, and Vogcrest Purchase Agreement are hereinafter collectively referred to as the "Merchant Purchase Agreements."

189. The AA7Days Owners, Advanced Rack Owners, Arishine Owners, Benghall Owners, Calixo Owners, CoastalFan Owners, Cornerstone Owners, Silvanes Owners, Warm King Owners, EssyNaturals Owners, Glamhiv Owners, Hengyu Owners, HuanXi Owners, Invention Cool Owners,

Inbria Owners, CloudStairs Owners, Rootstim Owners, Venturelaze Owners, Singularity Store Owners, Skyloa Owners, and Vogcrest Owners are hereinafter collectively referred to as the “Principals.”

The Merchants Transfer Funds

190. As 8fig began investigating the Merchants’ defaults, it discovered a series of wire transfers to and from the various Merchants, other entities owned by the Principals Defendants, and entities which, upon investigation, had deep connections to the other Merchant Defendants and Principals that raised red flags.

191. For example, Tribless, LLC, a company owned by Hyewon Ham, wired \$447,000.00 in various transactions to Advanced Rack, a company also owned by Hyewon Ham.

192. In another instance, Calixo sent \$25,660.00 to Arishine, a company with, at least on the surface, no connections with Calixo.

193. As demonstrated by the Transaction Chart, defined below, J. Park and his various entities play a central role in the movement of funds throughout the connected parties.

194. During the specific period the Merchant Defendants were required to but claimed they were “unable” to remit the Purchased Receipts, they were transferring millions of dollars between themselves and associated entities by and through use of the Merchant Defendants and the Principals. As set forth, the summary transaction chart demonstrates a sliver of the extensive and evasive flow of money (the “Transaction Chart”) for a period up to May 2023 and is attached as Exhibit U, and is adopted into this Complaint, as if stated here, verbatim.

195. As demonstrated by the Transaction Chart, the Merchant Defendants diverted over \$6.5 million worth of funds (the “Transferred Funds”) to related entities despite the Transferred Funds representing 8fig’s collateral and proceeds therefrom.

196. The Merchant Defendants coordinated efforts to transfer funds through and between the Assembly-associated entities to move the Transferred Funds out of 8fig's reach and to defraud 8fig.

197. The Defendants engaged in a purposeful effort to create separate legal entities designed to foster their wrongful transfers and conduct.

198. Hunt USA, LLC d/b/a Hunt Country Furniture ("Hunt Furniture"), Zoei, Inc. d/b/a Shiny-Beauty ("Shiny-Beauty"), Tribless, LLC, EtSeira, LLC, Zeltmak Group, LLC, Rock Solid Service, Inc., Anderson & Associates, LLP, Good Manager Holdings, Inc., Elim Hemet Golf Resort, LLC, and Everymarket, Inc. are hereinafter collectively referred to as the "Associated Entities."

199. As 8fig explored further, it discovered a pattern common amongst these various companies.

The Merchant Defendants and Olivet University

200. Based upon the information located by 8fig, the Merchant Defendants are comprised of companies that are owned by, controlled through, or associated with various groups connected to the religious movement known as the World Olivet Assembly, otherwise simply referred to as the Community (the "Community") and operating in the United States as World Olivet Assembly, Inc. ("World Olivet") and Olivet Assembly Inc. ("Assembly"), collectively with World Olivet, inclusive of the Community.

201. The Community is a denomination of churches and para-churches originating from South Korea and headed by Pastor David Jang.¹⁰ The Community employs a variety of businesses and outlets to (1) fund the Community, (2) spread its worldview, and (3) control the narrative around the Community. These ventures can be divided up into three units, which the Community often refers

¹⁰ <https://www.motherjones.com/media/2014/03/newsweek-ibt-olivet-david-jang/>.

to as “arks” against the “second flood” of misinformation: (1) media companies, (2) universities, and (3) e-commerce platforms. These “arks” are a mere façade utilized by the Community to enrich its members, eliminate criticism, and provide ever expanding reach into the American populace.

The Media “Ark”

202. The Community uses various media platforms such as the IBT Times, Christian Media Corporation International, Christian Today, Christian Post, and Tech Times to generate revenue from ads as well as protect the Community’s image via the press.¹¹

203. Further, members connected to and directly affiliated with the Community did, until recently, operate Newsweek for many of the same purposes, though Newsweek is no longer Community-controlled after several indictments by the Manhattan District Attorney’s Office related to illegal wrongdoing of the Community.¹²

204. In 2018, the Manhattan District Attorney brought charges against Etienne Uzac (chief executive officer of IBT Media, the Community-owned parent company of IBT Times), IB Media, William Anderson (chief executive officer of Christian Media Corporation International, another Community connected media company, and Christian Media Corporation International.¹³ Shortly before the indictment, Mr. Uzac sold his 50% ownership interest in Newsweek to Dev Pragad, a now former member of the Community, thereby separating Newsweek from the Community and IBT Media.¹⁴ The Manhattan District Attorney alleged in its initial and amended indictments that Etienne Uzac, IBT Media, William Anderson, Christian Media Corporation International, Olivet University, and other top officials of Olivet University took out \$35 million in loans under the guise of buying

¹¹<https://nypost.com/2018/02/01/newsweek-execs-resign-amid-probe-into-company-finances/>;
<https://www.nytimes.com/2020/02/14/business/media/Etienne-Uzac-newsweek-fraud.html>;
<https://www.newsweek.com/da-investigators-look-newsweek-servers-bible-college-ties-magazine-owners-850044>.

¹² *Id.*

¹³ A true and correct copy of the Manahattan District Attorney’s Grand Jury Indictment is attached hereto and incorporated by reference herein as Exhibit “Z.”

¹⁴ <https://www.newsweek.com/california-moves-shut-down-david-jangs-olivet-university-feds-circle-1790647>

high-tech servers.¹⁵ However, instead, the servers were not bought, were cheaper than the Media Companies and Olivet University represented, or the servers were of a worse-quality and therefore cheaper.¹⁶ After being initially charged, Etienne Uzac told the New York Post that the Manhattan District Attorney's office was retaliating against him because of an article published by Newsweek criticizing New York law enforcement and prosecutors for overlooking Harvey Weinstein's crimes.¹⁷ In January 2018, New York Police raided the Newsweek office and collected eighteen (18) servers.¹⁸ Another raid was conducted on Olivet University's New York campus in March 2018.¹⁹ Olivet University was added to the indictment in or around November 2018, and it became Olivet University's position that no one was harmed because the money was paid back.²⁰ Sources told the New York Post that the money was only repaid after the investigated parties realized they were being investigated, and that the money came from an overseas bank account.²¹

205. IBT Media pled guilty on February 4, 2020 and agreed to forfeit \$30,000.00.²² Etienne Uzac and William Anderson pled guilty to fraud and money-laundering on February 7, 2020, and were sentenced to five (5) years of probation and three-hundred (300) hours of community service.²³ Although Olivet University promised to defend itself against the charges in a comment to the New York Post, Olivet University pled guilty on January 30, 2020, agreeing to pay \$1.25 million in forfeiture over 24 months.²⁴

¹⁵ Exhibit Z.

¹⁶ Exhibit Z.

¹⁷ NY Post 2018.11.15; 2018.10.11

¹⁸ NY Post 2018.11.15

¹⁹ NY Post 2018.11.15

²⁰ NY Post, 2018.11.15

²¹ NY Post, 2018.11.15.

²² <https://www.nytimes.com/2020/02/14/business/media/Etienne-Uzac-newsweek-fraud.html>.

²³ <https://www.nytimes.com/2020/02/14/business/media/Etienne-Uzac-newsweek-fraud.html>;
<https://wmhlaw.com/2020/06/25/statement-from-jim-walden-on-sentencing-of-william-anderson-in-newsweek-fraud-case-brought-by-the-manhattan-district-attorneys-office/>.

²⁴ <https://nypost.com/2020/02/20/bible-school-olivet-university-pleads-guilty-in-money-laundering-case/>.

The University “Ark”

206. Additionally, the Community runs an association of universities that have been accused of providing labor, in violation of the student visa programs, for the other outlets utilized by the Community. The original university, Olivet University, is principally located in Azusa, California but has satellite campuses in San Francisco, CA, Washington, D.C., St. Louis, Missouri, and Nashville, Tennessee.²⁵ Additionally, other satellite campuses were shut down, including a large campus in New York state.²⁶

207. More recently, the Community opened two new universities: Great Commission University in Howe, Indiana (which has a staff largely comprised of Olivet University staff) and Jubilee University in Lexington, Missouri.²⁷

208. However, the Community’s various universities are also under scrutiny after its New York campus was shut down by the State of New York, the Department of Homeland Security began an investigation into accusations of human trafficking and visa laundering, and the State of California recommended that Olivet University’s flagship California campus be shut down due to a lack of progress.²⁸

209. World Olivet Assembly, Inc., Olivet Assembly, Inc., Olivet University, Great Commission University, Jubilee World, Inc., and Jubilee University are hereinafter referred to collectively as the “Olivet Entities.”

210. As demonstrated below, many of the Merchant Defendants and their principals have a direct connection to the Community’s universities:

²⁵ <https://www.olivetuniversity.edu/sites/>

²⁶ <https://www.christianitytoday.com/news/2022/july/new-york-olivet-university-campus-david-jang.html>

²⁷ <https://ju.education/>; <http://greatcommissionuniversity.org/>.

²⁸ <https://www.newsweek.com/new-york-shuts-down-olivet-university-amid-federal-money-laundering-probe-1721221>

<u>Name</u>	<u>Merchant Defendant</u>	<u>University</u>
Eunice Or	AA7Days and MiracleLife	Olivet University
Younghai Ko	HuanXi	Olivet University
Jonathan Park	CoastalFan, Cornerstone, Hengyu, Kotka Summer, and Cloudstairs	Olivet University
Hyewom Ham	Tribless, LLC	Olivet University
Nicolas Hamman	EssyNaturals	Olivet University/Great Commission University

The E-commerce Ark

211. Finally, the Community uses drop shippers and e-commerce businesses to generate capital for its operations.

212. The New York Times previously investigated the Community, finding an interwoven series of companies that were drop-shipping products from a single address in San Francisco.²⁹

213. As demonstrated by the Transaction Chart (Exhibit U), the Merchant Defendants moved millions of dollars between themselves, other entities owned by the Principals, and entities owned or controlled by those in the Community, including the Community itself.

214. These transactions took place while the Merchant Defendants owed 8fig millions of dollars from unremitted accounts receivable.

IV. CAUSES OF ACTION

Count One - Racketeering Influence and Corrupt Organizations Act (18 U.S.C. §1964(c) - All Defendants)

215. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

216. The Merchants, Principals, Associated Entities, and Olivet Entities are persons as defined by 18 U.S.C. §1961.

²⁹ <https://www.nytimes.com/interactive/2018/11/27/style/what-is-inside-this-internet-rabbit-hole.html#ch-3>.

217. Each of the Merchants, Principals, Associated Entities, and Olivet Entities is an individual, corporation, or limited liability company capable of holding a legal interest in property.

218. Each of the Merchants, Principals, Associated Entities, and Olivet Entities are persons that exist separate and distinct from the Enterprise, as described herein.

219. The Merchants, Principals, and Associated Entities work together to and in lockstep with the Olivet Entities to funnel money to the Community and World Olivet Assembly as a whole.

220. Therefore, the Merchants, Principals, Associated Entities and Olivet Entities work towards a common goal, i.e. the funding of World Olivet Assembly and its para-organizations, through the pattern of racketeering activity more fully explored below.

221. The Olivet Entities, and ultimately, World Olivet Assembly, Inc., control the actions of the Enterprise, with the Merchants, Principals, Associated Entities, and other Olivet Entities answering to and taking direction from World Olivet Assembly, Inc.

222. Therefore, the Olivet Entities, the Merchants, Principals, and Associated Entities constitute an association-in-fact enterprise (the “Enterprise”) which held a common purpose to financially support the World Olivet Assembly through illegal wire and mail fraud.

223. Since at least 2021 for many of the Merchants, and in many instances much longer, the members of the Enterprise have engaged in conduct including wire fraud, money laundering, and related conduct through their various entities geared towards funneling resources to expand the Olivet World Assembly movement.

224. The members of the Enterprise have ongoing relations with each other through common business ownership, shared personnel and office space, and membership in a shared religious organization.

225. The conduct perpetuated herein by the Enterprise constitutes “fraud by wire” within the meaning of 18 U.S.C. §1343 and is “racketeering activity” as defined by 18 U.S.C. §1961(1).

226. The repeated and continuous use of these unlawful actions and conduct by the Enterprise constitutes a pattern of racketeering activity in violation of 18 U.S.C. §1962(c).

227. The members of the Enterprise acted in concert and worked towards the common purpose of funding the World Olivet Assembly and its associated “arms” by defrauding 8fig and transferring the funds through the organization.

228. While the underlying goal of the Enterprise, funding World Olivet Assembly, was perhaps legitimate, the means employed by those involved brazen fraud, wire fraud, and mail fraud intent on defrauding 8fig and other similarly positioned companies for the benefit of the Enterprise.

229. As demonstrated above, members of the Enterprise previously were involved in similar conduct involving Newsweek which resulted in criminal indictments and, ultimately, convictions.

230. Further, Olivet University and Dover Greens, LLC were forced to pay millions in fines for similar racketeering activity.

231. As demonstrated by the Transaction Chart above, the Enterprise engaged in a scheme to defraud 8fig and enrich itself by taking funds acquired from 8fig or generated through the sale of inventory purchased using 8fig’s funds and transferring those funds through wire transfers to associated entities.

232. Ultimately, this scheme was intended to and did enrich Olivet World Assembly and its subsidiary entities to the direct detriment of 8fig.

233. The Transferred Funds were transferred across state lines and through the stream of interstate commerce.

234. The Enterprise members routinely engage in and utilize the instrumentalities of interstate commerce in daily business activities.

235. Members of the enterprise maintain offices in California, Missouri, New York, and other locations throughout the United States and engage with others, including 8fig, through interstate email, wire transfers, and bank transactions through automated clearing house.

236. The Merchants, and Principals, whom had direct contact with 8fig, made representations to 8fig to obtain the necessary capital and then, in turn, committed fraud by misrepresenting the company statuses of the various Merchants as well as their financial situations.

237. Rather than allocating the funds to their rightful owner, 8fig, the Merchants instead shut off access to the various bank accounts, moved operations around to various unauthorized store fronts and entities, and wired funds “upstream” to Olivet-controlled entities.

238. This scheme comprises one of the “arks” utilized by the Community to funds its operations, thereby allowing it to spread its message and increase its influence.

239. The Transferred Funds were part of the scheme formulated by the Enterprise to defraud 8fig and enrich the Olivet Entities after its prior schemes were shut down.

240. The Enterprise, acting through the Merchants and Principals, engaged with 8fig to induce 8fig to provide funds and services.

241. The Enterprise then took the funds received from 8fig and transferred them upstream to the Associated Entities and, ultimately, the Olivet Entities to fund World Olivet Assembly’s operations, including large scale real estate purchases throughout the United States.

242. Plaintiff 8fig has and continues to be injured in its business and property due to the Enterprise’s violation of 18 U.S.C. §1962(c) in an amount to be determined at trial but likely in excess of \$5,889,723.07.

243. The injuries to 8fig directly, proximately, and in a reasonably foreseeable manner, resulted from or were caused by the violations of 18 U.S.C. §1962(c-d) and include the Transferred Funds which were improperly transferred through the Enterprise's members.

244. Plaintiff also incurred damages from attorney's fees and costs associated with investigating and prosecuting the Defendants' unlawful conduct.

245. Further, Plaintiff is entitled to treble damages under 18 U.S.C. §1964(d).

246. As a result of this scheme, 8fig suffered damages in excess of \$5,889,723.07 plus treble damages, attorney's fees, pre- and post-judgment interest, court costs, and expenses.

Count Two - Conspiracy (18 U.S.C. §1962(d) and common-law – All Defendants)

247. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

248. The Merchant Defendants, Principals, Associated Entities, and Olivet Entities conspired together to commit wire fraud for the purpose of enriching their movement at the direct expense of 8fig.

249. The Enterprise and its actors had a meeting of the minds and agreed to commit multiple acts of wire fraud as demonstrated in the Transaction Chart. *See Exhibit U.*

250. The actors involved were aware of the conspiracy and knew of the other participants.

251. The actors knew engaged in conduct and intended to engage in conduct related to the furtherance of the predicate acts: namely wire fraud/fraud by wire.

252. As a result, Plaintiff was injured and suffered damages to its business and property in an amount to be determined at trial.

Count Three – Civil Conspiracy (All Defendants)

253. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

254. The Merchant Defendants, Principals, Associated Entities, and Olivet Entities conspired together to commit wire fraud for the purpose of enriching their movement at the direct expense of 8fig.

255. Merchant Defendants, Principals, Associated Entities, and Olivet Entities and their actors had a meeting of the minds regarding the object of the conspiracy, i.e. the funding of the Community and its associated enterprises, as well as the course of action, the utilization of 8fig's funds to finance the Communities actions. The Merchant Defendants, Principals, Associated Entities, and Olivet Entities agreed to commit multiple acts of wire fraud, conversion, and unlawful acts as demonstrated in the Transaction Chart. *See* Exhibit U.

256. The Defendants involved were aware of the conspiracy and knew of the other participants.

257. As a result, Plaintiff was injured and suffered damages to its business and property in an amount to be determined at trial.

Count Four - Breach of Contract (Merchant Defendants)

258. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

259. The Purchase Agreements constitute valid, enforceable contracts between 8fig, on the one hand, and the Merchant Defendants on the other hand. 8fig performed under the Purchase Agreements by providing the purchase price for the Purchased Receipts as required by the Lines accepted by the Merchant Defendants, as well as offering/tendering all required performance

obligations. The Merchant Defendants breached and defaulted on their Purchase Agreement as set forth supra and summarized below. Further, and compounding their contractual defaults, the Merchant Defendants transferred over \$6.5 million to other, related and associated entities and individuals, rather than abiding by their contractual agreements. The following summary helps to identify certain specifics as to the contractual agreements, breaches, proximate cause and damages:

Merchant Defendant	Date of Default	Description	Contract Provision³⁰	Contract Damage Amount
AA7 Days	December 1, 2022	Disconnected Seller Account	Section 10(12)	\$213,967.97
Benghall	April 2023	Disconnected Seller Account	Section 10(12)	\$476,981.19
Calixo	April 2023	Disconnected Seller Account and Bank Account	Section 10(12)	\$542,348.45
Cornerstone	October 2022	Disconnected Bank Account	Section 10(12)	\$146,129.83
Silvanes	August 2022	Secured funding without consent	Section 10(2)	\$800,119.70
Glamhiv	September 2022	Disconnected Bank Account	Section 10(12)	\$188,768.13
Rootstim	Multiple	Transferred receivables to Tribless, LLC	Section 10(1)	\$1,140,896.50
Invention Cool	November 25, 2022	Funding from Amazon Capital and transfers to other entities	Section 10(1-3)	\$1,092,047.76
Spectra	December 2022	Disconnected Bank Account, changed in business name, and operation of unauthorized store	Section 10(7) and (12)	\$466,340.34
Venturelaze	October 5, 2022/May 2022	Disconnected Bank Account and Amazon Account	Section 10(12)	\$311,266.56
HuanXi	June 15, 2022	Disconnected Bank Account and Amazon Storefront	Section 10(12)	\$263,206.68

³⁰ Illustrative and non-exhaustive list.

Inbria	Various	Transfers	Section 10(1-3)	\$170,111.55
Coastal Fan	July 2023	Disconnected Bank Account	Section 10(12)	\$103,964.62

260. As a result, 8fig has suffered damages in the amount of \$5,889,723.07, representing the remaining value of the Purchased Receivables, with interest accruing at the legal rate, and attorney's fees under Chapter 38 of the TEX. CIV. PRAC. & REM. CODE. 8fig seeks recovery of post-judgment interest as allowed by law.

Count Five - Conversion (All Defendants)

261. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

262. The Transferred Funds represent the proceeds of accounts receivable purchased by 8fig that the Merchants transferred to other members of the Enterprise.

263. The Transferred Funds were traceable to particular collateral, i.e. the Inventory, which was sold by the Merchants and transformed into accounts receivable and, ultimately once paid, proceeds of accounts receivable which belonged to 8fig.

264. Instead, the Merchants proximately caused these traceable proceeds, the Transferred Funds, to be transferred to the Associated Entities and Olivet Entities, harming Plaintiff in the process.

265. As a result, Plaintiff suffered damages of at least \$5,899,723.07 and in an amount to be determined at trial.

Count Six - Promissory Estoppel (Merchant Defendants)

266. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

267. The Merchant Defendants made promises to 8fig to remit to 8fig the accounts receivable generated through the sale of inventory.

268. In exchange, 8fig promised to provide capital to purchase the necessary inventory and to allow the Merchant Defendants access to 8fig's proprietary services to generate business growth without over-extending the business.

269. The Merchant Defendants were aware of and knew that 8fig relied upon their promise with such reliance be foreseeable.

270. Despite this reliance, the Merchant Defendants breached this promise, proximately causing damages to 8fig in an amount to be determined at trial, including attorney's fees allowed by Chapter 38 of the TEX. CIV. PRAC. & REM. CODE.

Count Seven – Temporary and Permanent Injunction

271. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

272. Plaintiff requests imposition of a temporary and permanent injunction preventing the Merchant Defendants from:

- a. Closing operations of their e-commerce stores;
- b. Opening alternative e-commerce stores other than those authorized by the Purchase Agreements discussed herein;
- c. Prevent the Merchant Defendants from disconnecting any connected bank account from 8fig's Platform;
- d. Prevent the Merchant Defendants from disconnecting their e-commerce stores from 8fig's Platform; and
- e. Prohibit the Merchant Defendants from transferring any proceeds of accounts receivable generated from the sale of inventory from their e-commerce stores outside the ordinary course of business for the payment of business expenses.

Count Eight - Attorney's Fees

273. Plaintiff incorporates by reference all previous and subsequent paragraphs of this Complaint as if fully set forth here, verbatim.

274. Pursuant to Chapter 38 of the TEX. CIV. PRAC. & REM. CODE , the various Purchase Agreements, 28 U.S.C. §1964(c), and the causes of action set forth herein, Plaintiff seeks to recover its reasonable and necessary attorney's fees and expenses incurred in prosecuting these claims.

V. FEDERAL RULE OF CIVIL PROCEDURE 68 STATEMENT REGARDING ANY OFFER OF JUDGMENT

275. Pursuant to FED. R. CIV. P. 68, 8fig states that it will accept an offer of judgment from any Merchant Defendant who offers:

- a. A judgment in the amount due and owing by that Merchant Defendant with legal interest accruing;
- b. Agrees to maintain their e-commerce platform and sell inventory in the ordinary course of business until such inventory is expended;
- c. Pays the proceeds from such inventory sales to 8fig to satisfy the balance due; and
- d. Pays any remaining deficiency within sixty (60) days after the sale of all inventory.

276. Any Merchant Defendant willing to enter this offer will be released from the litigation and 8fig will not attempt to collect on said judgment so long as performance is rendered as set forth herein.

VI. CONCLUSION AND REQUEST FOR RELIEF

For the reasons stated herein, Plaintiff seeks recovery of all damages, general and special, in an amount to be determined at trial, recovery of pre-judgment and post-judgment interest, treble

damages, exemplary damages, and punitive damages as available, costs of court, and its reasonable and necessary attorney's fees. Further, Plaintiff requests imposition of a temporary and permanent injunction as set forth above as well as any and all such further and additional relief, at law or in equity, to which the Plaintiff demonstrates itself entitled.

Respectfully Submitted,

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