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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

HASSAN MAHMOUD, an individual; and OMAR MAHMOUD, an individual,

Plaintiffs,

vs.

BRIAN MCMULLEN, an individual; JOSH ZWAGIL, an individual; CREATIVE BRANDS LLC, a Delaware limited liability company; CANDACE ROSS, an individual; MICHAEL TOLENTO, an individual; and DOES 1 through 50, inclusive,

Defendants.

ICON ACADEMY LLC, a limited liability company (successor-in-interest to EACONOMY, LLC),

Nominal Defendant.

Case No. 26STCV09990

COMPLAINT FOR:

1. Fraudulent Inducement
2. Concealment
3. Breach of Contract—Hassan
4. Promissory Estoppel
5. Rescission
6. Breach of Fiduciary Duty (Direct)
7. Breach of Fiduciary Duty (Derivative)
8. Breach of Contract—Omar
9. Fraud
10. Declaratory and Injunctive Relief

DEMAND FOR TRIAL BY JURY

Plaintiffs HASSAN MAHMOUD and OMAR MAHMOUD, on their own behalf, and Plaintiff HASSAN MAHMOUD derivatively on behalf of Nominal Defendant ICON ACADEMY LLC (collectively "Plaintiffs"), for their complaint against Defendants BRIAN MCMULLEN; JOSH ZWAGIL; CREATIVE BRANDS LLC; CANDACE ROSS; MICHAEL TOLENTO, and DOES 1 through 50, inclusive (collectively, "Defendants"), allege as follows:

SUMMARY OF ACTION

1. This action arises from a coordinated fraudulent scheme perpetrated by Defendants Brian McMullen ("McMullen"), Josh Zwagil ("Zwagil"), Creative Brands LLC ("Creative Brands"), Candace Ross ("Ross"), and Michael Tolento ("Tolento") (collectively, "Defendants") to defraud Plaintiffs Hassan Mahmoud ("Hassan") and Omar Mahmoud ("Omar") and wrongfully wrest from Hassan control of Eaconomy, LLC ("Eaconomy" or the "Company"), a company Hassan founded in 2019 and spent years building into a successful multi-level marketing enterprise in the artificial intelligence and trading education space.

2. In January 2025, Zwagil and Ross orchestrated an illegal takeover attempt of Eaconomy. Working through Creative Brands, Zwagil used fabricated documents to seize control of Eaconomy's bank accounts, fraudulently represented to third-party vendors that he was the rightful owner of the Company, and locked Hassan out of Eaconomy's critical back-office systems. Zwagil timed this attack to coincide with payroll, intending to cripple the Company's operations and pressure Hassan into surrendering control.

3. While Hassan struggled to contain the damage caused by Zwagil and Ross' unlawful conduct, McMullen presented himself as a "white knight" investor who would help Hassan restore stability to the Company. In reality, McMullen was secretly aligned with Zwagil, had invested in Zwagil's competing businesses, and was actively assisting Zwagil with the takeover.

4. McMullen concealed this material conflict of interest while making a series of false promises, including that Hassan would remain CEO and detailed understandings regarding continuity of company operations. These promises were "Non-Negotiables" that induced Hassan to sign an otherwise highly unfavorable settlement agreement requiring him to give significant ownership and complete day-to-day control of the Company to McMullen. McMullen made these promises with no

intention of performing them; indeed, he immediately began systematically violating every one of his promises, including by rebranding the company and stripping Hassan of his CEO position. The entire scheme was designed to strip Hassan of his life's work and deliver Eaconomy to McMullen and Zwagil.

5. Hassan brings this action to obtain rescission of the associated agreements, which were procured through fraud and duress; to recover damages for Defendants' wrongs alleged herein; and for declaratory and injunctive restoring the ownership percentages in Eaconomy to their rightful pre-agreement state.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts."

7. This Court has jurisdiction over all Defendants because each party purposefully avails itself of the California market, has purposefully directed its conduct at California, and otherwise has sufficient minimum contacts in California so as to render this Court's jurisdiction over it consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(b) and 395.5, because the claims at issue arise in the County of Los Angeles and a substantial part of the events giving rise to this suit occurred in the County of Los Angeles.

PARTIES

9. Plaintiff Hassan Mahmoud ("Hassan") is an individual who resides in the State of California.

10. Plaintiff Omar Mahmoud ("Omar") is an individual who resides in the State of California.

11. Defendant Brian McMullen ("McMullen") is, on information and belief, an individual who resides in Spain and/or Colombia.

12. Defendant Josh Zwagil ("Zwagil") is, on information and belief, an individual who resides in the State of Michigan.

13. Defendant Creative Brands LLC ("Creative Brands") purports to be a Delaware limited liability company.

14. Defendant Candace Ross ("Ross") is, on information and belief, an individual whose state of citizenship is unknown.

15. Defendant Michael Tolento ("Tolento") is, on information and belief, an individual who resides in California.

16. Nominal Defendant Icon Academy LLC is, on information and belief, a Delaware limited liability company that is the successor-in-interest to Eaconomy, LLC.

17. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as Does 1 through 50, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that each fictitiously named defendant is responsible in some manner for the occurrences herein alleged and is liable to Plaintiff as hereinafter alleged. Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when ascertained.

ALTER EGO ALLEGATIONS

18. At all times relevant herein, there existed and now exists a unity of interest and ownership between Zwagil and Creative Brands such that any separateness between them has ceased to exist, and Creative Brands is the mere alter ego and business conduit of Zwagil.

19. Zwagil exercises complete dominion and control over Creative Brands. Zwagil is the sole manager of Creative Brands with 100% managerial authority. Zwagil has exclusive control over all financial accounts, bank accounts, payment systems, and operational decisions of Creative Brands. Zwagil personally made all decisions regarding payments, commissions, debt obligations, and company operations without any meaningful corporate formalities or separation between his personal interests and those of Creative Brands.

20. Creative Brands has inadequate capitalization for the purposes of its business. Rather than capitalizing Creative Brands with his own funds as promised, Zwagil used Creative Brands as a vehicle to improperly extract value while refusing to honor Creative Brands' obligations.

21. Zwagil commingled his personal interests with those of Creative Brands. Zwagil

treated Creative Brands's obligations as his personal decisions to make or refuse, demanded equity transfers to himself personally in exchange for Creative Brands paying its own debts, and failed to observe corporate formalities or maintain separation between himself and Creative Brands.

22. Zwagil used Creative Brands as a mere shell, instrumentality, and conduit to perpetrate fraud and injustice upon Plaintiffs.

23. Adherence to the fiction of the separate existence of Creative Brands as an entity distinct from Zwagil would, under the circumstances, sanction fraud, promote injustice, and lead to an inequitable result.

24. Accordingly, Creative Brands is the alter ego of Zwagil, and Zwagil is personally liable for all obligations of Creative Brands.

CONSPIRACY ALLEGATIONS

25. As members of the conspiracy alleged more fully herein, each of the Defendants participated, acted with and furthered a conspiracy, and aided and assisted in carrying out the purpose of the conspiracy, performing acts and making statements in furtherance of the conspiracy and other violations of California law.

26. The objects of the conspiracy included, without limitation: (a) exerting pressure on Hassan by Zwagil and Ross' attempt to fraudulently take over the Company; (b) inducing Hassan with false promises to surrender control of the Company to McMullen while concealing McMullen's alignment with Zwagil; (c) obtaining releases of claims against Zwagil, Ross, and Creative Brands; and (d) ultimately delivering control of Eaconomy to McMullen and Zwagil for merger into Zwagil's competing business Akash X LLC ("Akash X").

27. Defendants coordinated their conduct throughout the period leading up to the 2/11 Agreements (discussed below). Such coordination includes, without limitation, McMullen and Zwagil's concealment of their alignment in connection with the fraudulent takeover and the 2/11 Agreements.

28. Each Defendant acted both individually and in alignment with the other Defendants with full knowledge of their respective wrongful conduct. As such, in carrying out the acts alleged in this Complaint, Defendants conspired together, agreeing to engage in a common plan of wrongdoing

for the joint benefit and the enrichment of themselves.

29. Defendants are individually sued as principals, participants, aiders and abettors, and co-conspirators in the wrongful conduct complained of and the liability of each arises out of their engaging in all or part of the improper acts, plans, schemes, conspiracies, or transactions complained of herein.

DERIVATIVE ALLEGATIONS AND DEMAND FUTILITY

30. Hassan brings one or more causes of action in this Complaint derivatively on behalf of Nominal Defendant Icon Academy LLC (successor-in-interest to Eaconomy, LLC) (the "Company") against Defendant McMullen.

31. At all times relevant to the derivative claims alleged herein, Hassan has been a member of Eaconomy, LLC and its successor Icon Academy LLC. Pursuant to the 2/11 Agreements, Hassan holds a 50% membership interest in the Company.

32. Hassan was a member of Eaconomy, LLC at the time of the wrongful conduct alleged herein and has remained a member of the Company continuously through the date of this Complaint.

33. Hassan fairly and adequately represents the interests of the Company in enforcing the Company's rights. Hassan, as a 50% member and founder of the Company, has a substantial financial interest in the Company's success and recovery, and his interests are aligned with those of the Company. Hassan has no interests antagonistic to the Company with respect to the derivative claims alleged herein.

34. Hassan has not made a demand on the Company's management to institute this action on behalf of the Company because such a demand would be futile.

35. Demand upon McMullen to cause the Company to pursue the derivative claims alleged herein would be futile because McMullen is the sole defendant named in the derivative claims. McMullen's breaches of fiduciary duty, including his self-dealing, conflicts of interest, coordination with competitors, mismanagement, and failure to honor Company obligations, are the very wrongs for which the Company seeks redress. Any demand would require McMullen to evaluate his own conduct and determine whether to cause the Company to sue himself. Such a demand would be an exercise in futility.

36. Moreover, McMullen has a direct, material financial interest in the outcome of the derivative claims that is adverse to the Company. McMullen personally would be liable for damages, restitution, and disgorgement if the derivative claims are successful. McMullen thus has an irreconcilable conflict of interest that renders him incapable of exercising disinterested business judgment with respect to pursuing the derivative claims on the Company's behalf.

37. McMullen has further demonstrated hostility toward Hassan and has initiated retaliatory litigation against Hassan through the Company. In August 2025, McMullen caused Icon Academy LLC to file a federal lawsuit against Hassan containing frivolous claims. This demonstrates that McMullen is using his control over the Company to pursue his personal vendetta against Hassan rather than to protect the Company's legitimate interests. McMullen cannot fairly evaluate a demand that would require him to cause the Company to pursue claims on Hassan's behalf.

38. For all of the foregoing reasons, demand upon the Company's management would be futile and is therefore excused.

<u>FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION</u>

A. <u>Hassan Founds and Builds Eaconomy</u>

39. In 2019, Hassan founded Eaconomy as a multi-level marketing company focused on artificial intelligence and trading education. Hassan served as Eaconomy's CEO, and over years of dedicated effort, he built Eaconomy into a successful enterprise with a substantial network of independent contractors known as "Affiliates."

40. Eaconomy's business model relied on relationships with third-party vendors, including Exigo, a vendor that maintained the Company's back-office platform and database. This database contained proprietary information such as Downline Genealogy Reports, Affiliate contact information, compensation data, and other confidential business information (collectively, the "Database").

41. Ross is the mother of Hassan's minor child, Aziz.

42. As of late 2024, and pursuant to an April 5, 2019 Operating Agreement, Eaconomy was a Manager-managed LLC, with MacroXell Management Services, LLC as its sole Manager, and Hassan was a Member of Eaconomy holding a majority of Eaconomy's membership interests.

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B. McMullen Enters and Conceals Conflicts of Interest

43. In or around November 2023, McMullen contacted Hassan to discuss a potential partnership or investment in Eaconomy. McMullen expressed interest in investing in the Company and working alongside Hassan to address various business challenges.

44. At that time, Zwagil owned one or more companies in direct competition with Eaconomy.

45. Unbeknownst to Hassan, McMullen had an existing business relationship with Zwagil; on information and belief, McMullen previously invested money in one or more of Zwagil's competing companies. McMullen concealed this material conflict of interest from Hassan throughout their dealings.

46. On information and belief, McMullen and Zwagil had discussed a plan whereby Zwagil would acquire control of Eaconomy, or alternatively, whereby McMullen would take control of Eaconomy and then merge it with Zwagil's competing business, Akash X. Defendants' subsequent conduct, as alleged herein, was designed to facilitate this plan while concealing it from Hassan.

C. Zwagil Attempts a Fraudulent Takeover, Aided by Ross and Others

47. In November 2024, Hassan learned that Tolento, who at that point owned an interest in Eaconomy, was disparaging him throughout the industry. Hassan told Tolento he was no longer interested in working with him and offered to buy him out of the company.

48. On information and belief, Tolento then began conspiring and planning with Zwagil to help Zwagil attempt to fraudulently take over Eaconomy. Around this same time, Ross also began conspiring and planning with Zwagil to help Zwagil attempt to fraudulently takeover Eaconomy.

49. On information and belief, a third party named Ali Saleh served as a connector between Zwagil, Ross, and Tolento, helping to orchestrate the fraudulent takeover scheme. Ali Saleh was telling affiliates throughout the industry that he would "get his downline back" and threatening that Eaconomy would be merged into Akash X, once Zwagil took over.

50. Around this time, Zwagil maliciously spread lies about Hassan, including without limitation that Hassan abuses his children, steals money from the Company, and is a scam artist.

51. On information and belief, prior to executing the fraudulent takeover, Zwagil informed

McMullen of his plan to work with Ross and Tolento to "go after" Eaconomy. McMullen did not warn Hassan about the impending takeover and instead allowed it to proceed.

52. Tolento continued to work with and conspire with the other Defendants throughout this time and eventually went to work for Akash X, Zwagil's competing company.

53. In December 2024, Zwagil began relentlessly contacting Hassan about acquiring an interest in Eaconomy. When Hassan finally took the call in late December 2024, Zwagil told Hassan he wanted to buy Eaconomy, merge it with his company Akash X, and hire Hassan to come work for the merged company. Hassan told Zwagil he had zero interest in doing any business with Zwagil and unambiguously rejected the offer.

54. Just days later, on January 4, 2025, Zwagil, operating through Creative Brands, purported to acquire membership interests in Eaconomy from Ross and Tolento. Zwagil falsely and fraudulently claimed that these acquisitions gave Creative Brands a 66.66% membership interest in Eaconomy.

55. These purported acquisitions were fraudulent and therefore invalid and without legal effect, as Ross and Tolento did not possess membership interests sufficient to convey to Creative Brands so as to result in Creative Brands owning a 66.66% membership interest.

56. Moreover, the Operating Agreement of Eaconomy expressly provided that membership interests could only be assigned to "Permitted Transferees." Neither Zwagil nor Creative Brands qualified as Permitted Transferees.

57. Despite the invalidity of these purported transfers, on and around January 6-8, 2025, Zwagil claimed Creative Brands had acquired 66.66% of Eaconomy's equity and thereupon purported to remove MacroXell as the manager of Eaconomy and to revoke Hassan's officer and administrative rights.

58. Moreover, Zwagil publicly represented himself as the owner of Eaconomy and spread lies about Hassan, including by accusing Hassan of being a criminal, a fraudster, and a "scam artist."

59. On information and belief, Zwagil knew the transaction with Ross and Tolento was fraudulent, and he conspired with them to destroy Hassan and steal his business. Prior to the fraudulent takeover, Zwagil asked Hassan to buy the company, and Hassan rejected Zwagil's request.

Thus, Zwagil knew full well that he did not own the company. Thus, it was malicious, oppressive, and fraudulent of Zwagil to, just a few days later, claim he owned the company, secretly go to the bank with false ownership documents, and attempt to transfer funds to himself.

D. <u>Zwagil's Fraudulent Takeover Paralyzes Eaconomy, Holding It and Hassan Hostage</u>

60. On January 8, 2025, Zwagil fraudulently seized control of Eaconomy's bank accounts at Chase Bank. Zwagil presented fabricated or misleading documents to Chase claiming that Creative Brands was the new majority owner and that Zwagil had authority over the accounts. Within minutes of gaining access to the bank accounts, Zwagil attempted to wire the entirety of Eaconomy's funds—over $100,000—to an account owned by Creative Brands. Soon after, Hassan was alerted of the attempted transfer, informed the bank it was fraudulent, and Chase then froze Eaconomy's accounts.

61. Zwagil deliberately timed this attack to coincide with Eaconomy's payroll obligations. As a result of Zwagil's conduct, Eaconomy was unable to pay its employees and Affiliates, causing immediate harm to the Company's operations and reputation.

62. Zwagil intensified his attacks by weaponizing his personal relationships with executives and owners of Exigo, Eaconomy's back-office vendor that maintained the Database, and fraudulently represented to Exigo that Creative Brands owned and controlled Eaconomy. Zwagil used this misrepresentation to convince Exigo to improperly provide Zwagil with access to Eaconomy's confidential Database, including its proprietary Downline Genealogy Reports, Affiliate contact information, and other trade secrets.

63. Simultaneously, Exigo, at Zwagil's direction, revoked Hassan's access to the back-office system, as well as the access of Eaconomy's other executives, developers, and department heads. This lockout prevented Hassan and his team from conducting the daily operations of Eaconomy.

64. Zwagil began using the confidential information he had wrongfully obtained to pressure Hassan, including by sharing internal company information such as downline structure and commission data.

65. On January 21, 2025, Hassan sued Zwagil and Ross for the fraudulent takeover and related attacks on Hassan.

E. The January 24, 2025 Interim Agreement

66. With the Company's operations paralyzed and its bank accounts frozen, Hassan was forced to negotiate with Zwagil in an effort to restore access to the Company's assets and systems.

67. On January 24, 2025, Eaconomy and Hassan, on one hand, and Creative Brands and Zwagil and Ross, on the other hand, executed an interim agreement (the "January 24 Agreement") to temporarily resolve the immediate crisis.

68. Pursuant to the January 24 Agreement, Creative Brands and Zwagil agreed to: (a) relinquish access to Eaconomy's Chase bank accounts and contact Chase in writing to remove their access and help unfreeze the accounts; (b) represent that they did not possess Eaconomy's Database or Downline Genealogy Reports and would not share such information if wrongfully obtained; and (c) not represent themselves as members or managers of Eaconomy unless and until a court so found.

69. On information and belief, the representations made by Zwagil and Creative Brands in the January 24 Agreement were false. Zwagil had already obtained access to Eaconomy's Database through Exigo and had no intention of ever relinquishing the confidential information he had wrongfully acquired.

F. The 2/11 Agreement: McMullen Makes False Promises About the "Non-Negotiables"

70. During January and February 2025, while Hassan was dealing with the crisis caused by Zwagil and Ross' takeover attempt, McMullen deepened his involvement in the situation, positioning himself as a "white knight"—a neutral party who could provide capital, take over, and help Hassan resolve his disputes and stabilize the Company.

71. By this time, Hassan and Zwagil had each asserted legal claims against one another. McMullen urged Hassan to settle with Zwagil and offered to provide significant investment and financial support in connection with the deal.

72. However, as discussed, McMullen was secretly aligned with Zwagil all along. During this period, he was regularly communicating with Zwagil and Zwagil's counsel without disclosing these communications to Hassan.

73. On February 5, 2025, Hassan and McMullen participated in a call to discuss the terms under which McMullen would invest in and take over management of the Company. Also present on

this call were (i) Omar, then an employee of Eaconomy, and (ii) Alisha Janjua, a key Eaconomy affiliate.

74. On this call, McMullen made a series of promises that Hassan understood to be absolute conditions of any deal—the "Non-Negotiables," as McMullen called them. McMullen promised the Non-Negotiables to induce Hassan to sign over his management and ownership of Eaconomy. The Non-Negotiables included:

a. **No Major Changes for Six to Twelve Months:** McMullen promised he would not change the Company's, pricing, compensation plan, back-office system, or fundamental operations, nor would he rebrand the Company, for at least six months to one year.

b. **Hassan Remains CEO:** McMullen promised that he would never remove Hassan as CEO and that Hassan would remain the CEO and the "face" of the Company.

c. **Division of Control:** McMullen promised to manage the Company's finances and agreed that Hassan would retain operational control over marketing, leadership, sales, and the compensation plan.

d. **Pay Commissions and Make Affiliates Whole**: McMullen promised to put up approximate $1,200,000 to ensure that Eaconomy addressed its backlog of unpaid commissions and continued to pay its commissions, its educators, and its employees on time.

e. **McMullen Would Front the Settlement Payment:** Hassan agreed to make a $1.5 million settlement payment to Zwagil and Creative Brands as part of the mutual release of claims, and McMullen promised to personally front this payment.

f. **Repay Company Debt to Omar:** Between 2020 and 2025, Omar incurred approximately $700,000 in credit card and loan debt for Company expenses. McMullen acknowledged that this amount was a Company obligation and promised to maintain minimum payments on these obligations and eventually repay the debts. McMullen differentiated this debt from other internal debts and acknowledged the importance of maintaining these minimum payments to prevent harm to Omar's personal credit and livelihood.

g. **Zwagil Steps Away:** Everyone on the call acknowledged the incredible destruction and loss caused by Zwagil's attempted fraud and freezing of the Chase and Exigo accounts, and they demanded the company would not do any business with Zwagil or his companies. McMullen fully understood and agreed, and he explicitly promised he would ensure Zwagil would leave the Company alone and stop interfering with Eaconomy's operations. McMullen falsely and fraudulently told Hassan that Zwagil would "go away" because Zwagil would know that McMullen was now involved.

h. **No Firings of Executives:** McMullen promised not to fire Company executives during the stabilization period.

i. **Maintain Hassan's Survival Minimums:** McMullen promised that Hassan received minimum payments necessary for his basic needs during the turnaround.

75. The foregoing promises are collectively referred to herein as the "Non-Negotiables." At the time he promised them, McMullen did not intend to fulfill any of his promises contained in the Non-Negotiables.

76. In voice messages sent between February 4-6, 2025, McMullen reiterated these promises. McMullen assured Hassan that Hassan was the “vision guy,” that McMullen did not want that role, and that he would not make "dumb" decisions such as merging the company with another or changing the brand. McMullen assured Hassan: “You're going to feel like you're running the show because I don't get in people's way.” This was a knowing lie at the time McMullen said it.

77. McMullen specifically stated that he would never change the compensation plan, describing it as "sacred" and stating: "I'm a believer to never change the comp plan." This was a knowing lie at the time McMullen said it.

78. McMullen used additional coercive tactics to pressure Hassan into agreeing to his terms. In or around late January or early February 2025, McMullen told Hassan, in substance, that McMullen could be Hassan's "best friend" or the "kill shot" in Zwagil and Ross' litigation against

Hassan. McMullen threatened that if Hassan did not pay McMullen by a certain date in February, McMullen would join Zwagil and Ross' lawsuit against Hassan. Faced with this threat, Hassan paid McMullen $500,000 even though the Company desperately needed the cash.

79. In addition to the Non-Negotiables, at first the parties agreed that Hassan and McMullen would each have 50% management and ownership rights in Eaconomy.

80. However, on the eve of executing the agreements, McMullen and/or his lawyer demanded that McMullen be provided with 100% management rights for liability reasons. McMullen assured Hassan that he would not abuse this power, saying, “I'm going to tell you that I'm not going to do anything dumb, bro.”

81. In reliance on these representations, promises and threats, Hassan agreed in principle to the structure of the deal that would become the 2/11 Agreements.

82. Hassan would not have agreed to the 2/11 Agreements, including the agreement to surrender managerial control and 50% ownership, absent McMullen's promise to honor the Non-Negotiables.

G. Ross Kidnaps Hassan's Son Aziz

83. Concurrently with the foregoing events, and around December 2024, Ross and Hassan were involved in a custody dispute regarding their minor child, Aziz. Around that time, Ross took Aziz and absconded internationally, cutting off contact with Hassan.

84. For the past fifteen (15) months, Hassan has been desperately working to get his son Aziz back. Recently, Hassan obtained an international criminal warrant for the arrest of Ross, and he continues to work with authorities and investigators to recover his son.

85. On information and belief, McMullen and Zwagil have been in contact with Ross while she has been hiding abroad with Aziz.

86. On information and belief, Zwagil conspired with Ross to kidnap Aziz. Zwagil and Ross jointly determined that kidnapping Aziz while simultaneously mounting the fraudulent takeover and paralyzing of Hassan’s company would pressure Hassan into paying off Zwagil and Ross.

87. As part of their conspiracy, Zwagil financed Ross’ abduction of Aziz and their transportation out of the country.

88. On information and belief, Zwagil promised to pay Ross a portion of the extortionate $1,500,000 payment from the 2/11 Settlement Agreement.

H. The February 11, 2025 Agreements

89. Faced with immense business and personal pressure as a result of the foregoing events, on February 11, 2025, Hassan agreed to sign the documents constituting the "2/11 Agreements": a Settlement Agreement and an Operating Agreement.

90. The relevant material terms of the Settlement Agreement are as follows:

a. Hassan agreed to pay Zwagil and Creative Brands $1.5 million in installment payments, with the payment to be guaranteed, and fronted if necessary, by McMullen.

b. McMullen was to become the sole Manager and the 50% owner in Eaconomy.

c. The parties released their then-existing claims against one another, on the express condition of full compliance with the terms of the Settlement Agreement.

d. Creative Brands, Zwagil, and Ross represented that they did not possess Eaconomy's confidential information and trade secrets, including its Downline Genealogy Reports and Database, and agreed to return or destroy any such information.

e. The parties agreed to a provision prohibiting them from circumventing the Agreement's terms.

91. The key material term of the Operating Agreement was that McMullen was to be the sole Manager and the 50% owner in Eaconomy, with Hassan as the other 50% owner.

92. Hassan signed the 2/11 Agreements in reliance on McMullen's Non-Negotiables and representations. Hassan would not have agreed to surrender managerial control and 50% of his ownership interest absent these promises. Moreover, had Hassan known of the relationship between McMullen and Zwagil, he would not have agreed to the 2/11 Agreements.

I. McMullen Immediately Violates the Non-Negotiables

93. McMullen never intended to honor the Non-Negotiables. His promises were made solely to induce Hassan to sign the 2/11 Agreements, and McMullen's conduct immediately following

execution confirms his fraudulent intent.

94. Within 24 hours of execution, McMullen created a group chat with Hassan and Zwagil and told Hassan to work with Zwagil on Company operations.

95. In this chat, Zwagil began asking questions about proprietary Company information—the very same information that Zwagil had represented he no longer possessed or would destroy. This conduct directly contradicted McMullen's promise that Zwagil would "go away."

96. On or about March 1, 2025, less than three weeks after signing the 2/11 Agreements, McMullen rebranded the company, changing its name from "Eaconomy" to "Icon Academy," directly contradicting his promise not to change the brand for at least six months.

97. On or about April 1, 2025, approximately seven weeks after signing the 2/11 Agreements, McMullen moved Eaconomy onto Zwagil's back-office system (MLM Protect), directly contradicting his promise not to change the back-office for at least six months and not to engage in any dealings with Zwagil.

98. The migration to Zwagil's system caused severe operational problems, including lost sales data and affiliate payments, further damaging the Company.

99. On or about May 7, 2025, McMullen participated in a call with top Affiliates, where he disclosed his plan to replace Hassan as CEO. This alarmed the leaders because McMullen had promised before Hassan signed over control that he would not remove Hassan.

100. On or about May 9, 2025, McMullen demanded that Hassan surrender an additional 25% ownership interest as a condition of McMullen continuing to pay the Company's bills, commissions, educators, and employees. This demand was made outside any contractual mechanism in the Operating Agreement and constituted extortion.

101. Around this same time, McMullen spoke to affiliates in Zwagil's company about merging Eaconomy and Akash X into "one big powerful company," arguing to the affiliates, "Why compete when we could come together and become one big powerhouse against everyone else in our space?" However, the affiliates ultimately made clear they would not acquiesce to Zwagil's involvement.

102. Adding even more insult to injury, just one week later McMullen asserted that Hassan

should not own more than 5% of the company. On information and belief, this false and inflammatory assertion was made at the urging of Calvin Becerra, an affiliate in a competing company in the same niche market. Becerra demanded, as a condition of his coming over to Eaconomy, that McMullen remove Hassan as CEO and convey a 20% block of Hassan's equity membership interest to himself. McMullen seized upon this opportunity to further extort Hassan and attempt to squeeze Hassan out of the Company altogether.

103. McMullen also refused to pay commissions, educators, and employees on time as he had promised, causing further damage to the Company's operations and reputation.

J. McMullen Breaches his Promise to Repay the Company's Debts to Omar

104. The promise to honor the Company's debts to Omar was a material inducement for both Hassan and Omar to agree to allow McMullen to acquire control of Eaconomy

105. At the time McMullen promised to honor the Omar debt on the Non-Negotiables Call, McMullen had no intention of performing that promise. McMullen made the promise solely to induce Hassan to sign over control of the Company and to induce Omar's support and forbearance.

106. However, McMullen immediately failed and refused to pay the remaining balance or to maintain minimum payments as promised.

107. Omar relied on McMullen's promises and continued to make minimum payments and forbear from taking action against the Company.

108. McMullen's failure to repay these debts as agreed ultimately caused Omar severe financial harm. Omar's credit card accounts were suspended, his credit score was destroyed, and he was unable to operate his business.

109. McMullen's immediate and continued refusal to honor the Omar debt after obtaining control confirms his fraudulent intent.

110. McMullen's breach of his promise to honor the Omar debt is part of his broader pattern of systematically violating every Non-Negotiable he promised in order to fraudulently induce Hassan to surrender control of Eaconomy.

K. McMullen's Retaliatory Federal Lawsuit & More Lies About Hassan

111. In August 2025, McMullen, acting on behalf of Icon Academy LLC (the renamed

Eaconomy), filed a federal lawsuit against Hassan in the United States District Court for the Central District of California. The federal complaint alleges claims for trade secret misappropriation, false advertising, and other claims, all of which have no basis in fact or law and are frivolous in nature.

112. On information and belief, McMullen caused that lawsuit to be filed in retaliation for Hassan's resistance to McMullen's scheme and is part of Defendants' ongoing campaign to harass and torment Hassan.

113. Unfortunately, McMullen, Zwagil, and Ross have not quenched their thirst for Hassan's complete destruction, and their campaign of terror against Hassan continues.

114. In and around late February 2026, McMullen, through Icon Academy, conducted a call with many Affiliates. On that call, McMullen spewed lie after lie about Hassan including (i) that Hassan refused to pay $5,000,000 in Company debt and that McMullen himself repaid these debts; (ii) that, at Hassan's direction, some affiliates had not been paid for seven months.

115. In reality, it was and is McMullen, as the sole Manager of the Company since the 2/11 Agreements, who refused and refuses to pay Company debt.

116. As a direct and proximate result of Defendants' fraudulent and unlawful conduct, Hassan has suffered and continues to suffer substantial harm, including wrongful deprivation of the $500,000 he paid to McMullen; loss of management control over the Company he founded and built; dilution of his ownership interest in the Company; loss of his position as CEO; loss of income, including unpaid survival minimums; damage to his reputation in the industry; lost business relationships and opportunities; significant legal fees and costs incurred in defending against Defendants' conduct; emotional distress and anguish; and other damages to be proven at trial.

<u>FIRST CAUSE OF ACTION</u>

Fraudulent Inducement

(Hassan Against All Defendants)

117. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

118. As alleged above, McMullen made false representations of material fact to Hassan in connection with the 2/11 Agreements.

119. McMullen made promises regarding the Non-Negotiables with no intention of performing them.

120. McMullen's false promises were made in furtherance of the conspiracy among all Defendants to fraudulently induce Hassan to enter into the 2/11 Agreements and obtain releases for Zwagil, Ross, and Creative Brands.

121. McMullen acted as the agent of all Defendants in fraudulently inducing Hassan to enter into the 2/11 Agreements.

122. Defendants knew McMullen's representations were false when made. Defendants, acting through McMullen, made these representations with the intent to induce Plaintiff to enter into the 2/11 Agreements, surrender management control of the Company, accept dilution of his ownership interest, and release claims against Zwagil, Ross, and Creative Brands.

123. Mahmoud reasonably and justifiably relied on Defendants' representations in entering into the 2/11 Agreements. Mahmoud would not have agreed to the 2/11 Agreements absent Defendants' fraudulent inducement.

124. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered damages in an amount to be proven at trial, including but not limited to loss of management control, dilution of ownership, loss of income, damage to reputation, and legal fees.

125. Defendants' conduct was willful, oppressive, fraudulent, and malicious, and was undertaken with conscious disregard for Plaintiff's rights. Plaintiff is therefore entitled to an award of punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar conduct in the future.

SECOND CAUSE OF ACTION

Concealment

(Hassan Against All Defendants)

126. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

127. As alleged above, McMullen concealed material facts from Plaintiff in connection with the 2/11 Agreements, including but not limited to McMullen's business relationship and

alignment with Zwagil, Defendants' intention to take over the company, and McMullen's intent to flout each and every one of the Non-Negotiables.

128. Defendants had a duty to disclose these facts to Plaintiff. This duty arose from: (a) McMullen's partial representations to Plaintiff, which were misleading without full disclosure of the concealed facts; (b) McMullen's exclusive knowledge of his relationship with Zwagil and his true intentions; (c) the parties' negotiations for a business partnership, which created a relationship of trust; (d) McMullen's active concealment of his alignment with Zwagil; and (e) the conspiracy among the Defendants and the agency relationship that existed among Defendants.

129. Defendants knew the concealed facts and knew that Plaintiff was unaware of them.

130. Defendants concealed these facts in furtherance of the conspiracy among all Defendants to fraudulently induce Hassan to enter into the 2/11 Agreements and obtain releases for Zwagil, Ross, and Creative Brands.

131. Each Defendant acted as the agent of the others in fraudulently inducing Hassan to enter into the 2/11 Agreements.

132. Plaintiff reasonably and justifiably relied on McMullen's partial disclosures and was ignorant of facts Defendants concealed . Had Plaintiff known of McMullen's relationship with Zwagil and Defendants' true intentions, Plaintiff would not have entered into the 2/11 Agreements.

133. As a direct and proximate result of McMullen's fraudulent concealment, Plaintiff has suffered damages in an amount to be proven at trial.

134. Defendants' conduct was willful, oppressive, fraudulent, and malicious, and was undertaken with conscious disregard for Plaintiff's rights. Plaintiff is therefore entitled to an award of punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar conduct in the future.

THIRD CAUSE OF ACTION

Breach of Contract

(Hassan Against McMullen, Zwagil, Creative Brands, and Ross)

135. Plaintiff hereby repeats, realleges, and incorporates by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

136. Hassan, McMullen, Zwagil, Creative Brands, and Ross are party to the 2/11 Agreements, which include the Non-Negotiables.

137. The Non-Negotiables constituted material terms of the parties' agreement and were conditions upon which Hassan agreed to enter into the 2/11 Agreements, including surrendering managerial control and a substantial ownership interest in the Company.

138. Hassan performed all conditions, covenants, and promises required of him under the 2/11 Agreements, or his performance was excused.

139. Defendants, acting in concert, breached the agreements by failing to honor the Non-Negotiables, including by taking actions directly contrary to those promises, as alleged above.

140. These breaches were committed in furtherance of the conspiracy among all Defendants to obtain control of the Company and deprive Hassan of the benefit of his bargain. McMullen acted as the agent of all Defendants in making and breaching the Non-Negotiables, and each Defendant participated in, directed, or ratified the wrongful conduct.

141. Defendants' breaches constitute a material failure of consideration, as Hassan did not receive the fundamental benefits for which he bargained in entering into the 2/11 Agreements.

142. As a direct and proximate result of Defendants' breaches, Hassan has suffered damages in an amount to be proven at trial, including loss of control, dilution of ownership, and related harm.

FOURTH CAUSE OF ACTION

Promissory Estoppel

(Hassan Against All Defendants)

143. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

144. Plaintiff hereby repeats, realleges, and incorporates by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

145. As alleged above, McMullen made clear and unambiguous promises to Hassan in connection with the 2/11 Agreements, including the "Non-Negotiables," which McMullen presented as conditions of the deal.

146. These promises were made in furtherance of the conspiracy among all Defendants to induce Hassan to enter into the 2/11 Agreements, surrender control of the Company, and release claims. McMullen acted as the agent of all Defendants in making these promises, and each Defendant participated in and benefited from the scheme.

147. Defendants intended and reasonably expected that Hassan would rely on these promises.

148. In reliance on the Non-Negotiables, Hassan signed the 2/11 Agreements, surrendered sole managerial control of the Company he founded, accepted dilution of his ownership interest from 56.67% to 50%, released claims against Zwagil, Ross, and Creative Brands, and agreed to a $1.5 million settlement payment to Zwagil and Creative Brands.

149. Hassan would not have agreed to these terms absent McMullen's promises regarding the Non-Negotiables.

150. Hassan’s reliance was reasonable given that Defendants concealed the truth.

151. As a direct and proximate result of Hassan's reliance on McMullen's promises, Hassan has suffered damages in an amount to be proven at trial, including but not limited to loss of management control, dilution of ownership, loss of his position as CEO, loss of income, damage to his reputation, and legal fees.

152. Injustice can be avoided only by enforcement of McMullen's promises. Defendants induced Hassan to surrender control of the Company he built through false promises, and Defendants have reaped the benefits of those promises while refusing to perform them.

153. Defendants' conduct was willful, oppressive, fraudulent, and malicious, and was undertaken with conscious disregard for Plaintiff's rights. Plaintiff is therefore entitled to an award of punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar conduct in the future.

FIFTH CAUSE OF ACTION

Rescission

(Hassan Against All Defendants)

154. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each

and every paragraph of this Complaint as though fully set forth herein.

155. Mahmoud seeks rescission of the 2/11 Agreements pursuant to common law and California Civil Code section 1689.

156. Plaintiff's consent to the 2/11 Agreements was obtained through fraud. Defendants conspired to insert McMullen as an owner and manager, whereby McMullen made false promises regarding the Non-Negotiables, concealed his relationship with Zwagil, and concealed Zwagil's retention of confidential information and intent to continue to try to take over the Company. Hassan relied on all of McMullen’s false promises in agreeing to the 2/11 Agreements.

157. Additionally, Plaintiff's consent to the 2/11 Agreements was obtained through duress and menace. McMullen threatened to join Zwagil and Ross' lawsuit against Plaintiff unless Plaintiff paid McMullen; McMullen used this leverage to coerce Plaintiff into the Settlement Agreement; Josh paralyzed the company to force Hassan’s hand.

158. Particularly despicably, Ross effectively kidnapped Hassan’s young son, and Defendants exerted further pressure on Hassan by giving the impression that he would get his son back if he agreed to the 2/11 Agreements.

159. Hassan hereby seeks rescission of the 2/11 Agreements and restoration of the parties to the status quo ante, including, without limitation, restoration of (i) the membership percentages in Eaconomy, LLC to their state immediately prior to the 2/11 Agreements, including Hassan’s majority membership interest; and (ii) of Hassan’s position, via MacroXell, as Manager of the Company.

160. Hassan is ready, willing, and able to restore any consideration received under the 2/11 Agreements, to the extent required by law.

161. Unless rescinded, the 2/11 Agreements will continue to cause serious injury to Hassan by purporting to divest him of control and ownership of the Company and to release Defendants from liability for their misconduct.

162. Defendants’ conduct was willful, oppressive, fraudulent, and malicious, entitling Hassan to punitive damages.

SIXTH CAUSE OF ACTION

Breach of Fiduciary Duty

(Hassan Against McMullen)

163. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

164. As the sole Manager of Eaconomy, McMullen owes fiduciary duties to its Members, including Hassan. These duties include the duty to exercise reasonable care, the duty of loyalty and the duty to act in good faith.

165. McMullen breached his fiduciary duties by, among other things:

a. Attempting to remove Plaintiff as CEO in violation of his representations and the Company's interests;

b. Demanding that Plaintiff surrender an additional 25% equity as a condition of McMullen paying the Company's bills, rather than using the capital contribution mechanisms in the Operating Agreement;

c. Conducting a deliberate campaign to undermine Plaintiff by falsely telling affiliates, educators, and employees that Plaintiff was responsible for non-payment of commissions and debts, when in fact McMullen controlled all finances;

d. Engaging in self-dealing with Zwagil and Creative Brands and coordinating with Zwagil and Creative Brands to benefit himself and Zwagil at the expense of the Company and Plaintiff;

e. Inserting Zwagil into Company operations immediately after obtaining control, exposing the Company to a competitor;

f. Refusing to pay commissions, employees, and educators as required for the Company's operations; and

g. Acting in bad faith and with a conflict of interest throughout his tenure as Manager.

166. As a direct and proximate result of McMullen's breach of fiduciary duty, Plaintiff has suffered damages in an amount to be proven at trial.

167. McMullen's conduct was willful, oppressive, and malicious. Plaintiff is therefore entitled to an award of punitive and exemplary damages.

SEVENTH CAUSE OF ACTION

Breach of Fiduciary Duty (Derivative)

(Derivatively On Behalf Of Eaconomy, Against McMullen)

168. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

169. Hassan brings this cause of action derivatively on behalf of Nominal Defendant Eaconomy, LLC (n/k/a Icon Academy LLC).

170. At all relevant times, McMullen was the sole Manager of Eaconomy and owed fiduciary duties to the Company, including duties of loyalty, care, and good faith.

171. McMullen breached his fiduciary duties to the Company by engaging in self-dealing, acting under conflicts of interest, mismanaging the Company, and placing his own interests and the interests of third parties above those of Eaconomy.

172. Among other things, McMullen breached his duties by: (a) coordinating and aligning with Zwagil, a direct competitor, and attempting to combine or integrate Eaconomy with Zwagil's competing business; (b) inserting Zwagil into Company operations and systems, including migrating the Company onto Zwagil's platform, thereby exposing the Company to a competitor and compromising its operations; (c) making operational decisions that destabilized the Company, including rebranding and altering core systems contrary to the Company's interests; (d) failing and refusing to pay commissions, employees, educators, and other Company obligations, thereby damaging the Company's operations, relationships, and reputation; (e) failing to honor and causing the Company not to honor its debt obligations, including the debt owed to Omar, resulting in financial harm and loss of goodwill; and (f) otherwise mismanaging the Company in a manner that caused substantial harm to its business and value.

173. As a direct and proximate result of McMullen's breaches of fiduciary duty, Eaconomy has suffered substantial harm, including but not limited to operational disruption, loss of affiliates and business relationships, damage to its reputation in the marketplace, loss of revenue, and diminution in enterprise value.

174. McMullen's conduct further enabled him to obtain and retain benefits at the expense of the Company, including control over the Company and its assets, and to advance his own interests

and those of Zwagil.

175. Accordingly, Eaconomy is entitled to recover damages from McMullen in an amount to be proven at trial, as well as restitution and disgorgement of all benefits improperly obtained by McMullen as a result of his breaches of fiduciary duty.

176. McMullen's conduct was willful, oppressive, and in bad faith, entitling the Company to punitive damages.

EIGHTH CAUSE OF ACTION

Breach of Contract

(Omar against McMullen)

177. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

178. McMullen entered into an oral agreement with Hassan and Omar in connection with the 2/11 Agreements, pursuant to which McMullen agreed that the Company would maintain minimum payments on, and ultimately repay, the debt incurred by Omar for Company expenses.

179. The agreement to repay the Company's debt to Omar was supported by valid consideration, including, among other things, Hassan's agreement to enter into the 2/11 Agreements and surrender control and ownership interests in the Company, and Omar's forbearance from pursuing collection of the debt and his continued servicing of the debt obligations.

180. Plaintiffs performed all conditions, covenants, and promises required of them under the agreement to repay the Company's debt to Omar, or performance was excused.

181. McMullen breached the agreement by failing to cause the Company to maintain required payments and by failing to ensure repayment of the Omar debt, as promised.

182. As a direct and proximate result of McMullen's breach, Omar has suffered substantial damages, including but not limited to McMullen's failure to maintain minimum payments on the approximately $700,000 in debt incurred for Company expenses, which caused those accounts to fall into delinquency; severe damage to Omar's personal credit, including a significant drop in his credit score and suspension of his credit accounts; inability to continue operating his business due to loss of access to credit and financing; loss of business opportunities and income; accrual of interest, late fees,

penalties, and other charges; and ongoing financial harm associated with servicing debt that McMullen promised would be paid. The full amount of these damages will be proven at trial.

NINTH CAUSE OF ACTION

Fraud

(Omar against McMullen)

183. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

184. McMullen made clear and unambiguous promises to Omar, including that the Company would maintain minimum payments on and ultimately repay the approximately $700,000 in debt incurred by Omar for Company expenses.

185. At the time McMullen made these promises, he had no intention of performing them. Rather, the promises were made as part of Defendants' broader scheme to induce Hassan to enter into the 2/11 Agreements and to secure Omar's forbearance and cooperation.

186. McMullen intended that Omar rely on these promises. Omar did in fact reasonably and justifiably rely on them by forbearing from pursuing collection of the debt, continuing to service the debt, and supporting the transaction that resulted in McMullen obtaining control of the Company.

187. Omar's reliance was a substantial factor in causing his harm and was foreseeable to McMullen.

188. As a direct and proximate result of McMullen's fraud, Omar has suffered damages, including but not limited to the unpaid balance of the approximately $700,000 debt, damage to his credit, loss of business opportunities, fees, penalties, and other consequential damages.

189. McMullen's conduct was willful, oppressive, and fraudulent, and undertaken with conscious disregard for Omar's rights, entitling Omar to punitive and exemplary damages.

TENTH CAUSE OF ACTION

Declaratory and Injunctive Relief

(Hassan Against All Defendants)

190. Plaintiffs hereby repeat, reallege, and incorporate by reference the allegations of each and every paragraph of this Complaint as though fully set forth herein.

191. An actual controversy has arisen and now exists between Hassan and Defendants concerning their respective rights and obligations with respect to the 2/11 Agreements and the ownership and control of Eaconomy.

192. Hassan contends that the 2/11 Agreements are invalid and unenforceable due to fraud, concealment, and duress, and that the ownership interests in Eaconomy must be restored to their pre-2/11 state, including Hassan's majority membership interest in the Company. Hassan further contends that he is entitled to be restored to his position as Manager of the Company via MacroXell.

193. Defendants dispute Hassan's contentions and assert that the 2/11 Agreements are valid and that they are entitled to retain membership interests and assert managerial control

194. A judicial declaration is necessary and appropriate to determine the parties' respective rights and duties, including a declaration that the pre-2/11 ownership structure governs and that Hassan is entitled to have McMullen and Zwagil return control and management of the Company to him.

195. Unless restrained by this Court, Defendants will continue to exercise control over the Company and its assets in a manner that causes ongoing and irreparable harm to Hassan, for which monetary damages are inadequate.

196. Accordingly, Hassan seeks preliminary and permanent injunctive relief restoring the status quo ante, including requiring Defendants to relinquish control of the Company and to restore Hassan's ownership and managerial rights consistent with the pre-2/11 Agreements structure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request and pray that this Court enter a Judgment and Order in favor of Plaintiffs and against Defendants as follows:

A. For rescission of the 2/11 Agreements;

B. For a declaratory judgment of the proper pre-2/11 Agreements membership interests in Eaconomy, and an injunction restoring the status quo ante and returning control of the Company to Hassan;

C. For compensatory damages on behalf of Omar in an amount to be proven at trial, including the unpaid balance of approximately $700,000 in Company debt McMullen promised to honor, plus consequential damages for harm to Omar's credit, business, and livelihood;

D. For compensatory damages arising from Hassan’s $500,000 payment to Brian, or, in the alternative, for restitution of this sum;

E. For general damages in an amount to be proven at trial;

F. For special damages in an amount to be proven at trial;

G. For restitution and disgorgement of profits, including profits gained through Defendants’ fraudulently depriving Hassan of his ownership interest in Eaconomy;

H. For punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar conduct;

I. For preliminary and permanent injunctive relief;

J. For attorneys' fees and costs of suit incurred herein pursuant to contract and applicable law;

K. For pre-judgment and post-judgment interest at the maximum legal rate; and

L. For such other and further relief as the Court may deem just and proper.

DATED: March 27, 2026 WEINBERG GONSER LLP

By: */s/ Shahrokh Sheik*
SHAHROKH SHEIK
Attorney for Plaintiffs, HASSAN MAHMOUD and OMAR MAHMOUD

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues and causes of action triable by a jury.

DATED: March 27, 2026

WEINBERG GONSER LLP

By: */s/ Shahrokh Sheik*

SHAHROKH SHEIK
Attorney for Plaintiffs, HASSAN MAHMOUD and OMAR MAHMOUD