

**IN THE ELEVENTH JUDICIAL CIRCUIT COURT
MIAMI-DADE COUNTY, FLORIDA**

GARY BRECKA, an Individual, CICELY SAGE WORKINGER, an Individual, IJS PRESENTATIONS, LLC, a Delaware Limited Liability Company, and TURNING POINT HOLDINGS, LLC, a Florida Limited Liability Company

Plaintiffs,

v.

CASE NO.

BRANDON DAWSON, an Individual, 10X HEALTH VENTURES LLC, a Delaware Limited Liability Company, and CARDONE VENTURES, LLC, a Delaware Limited Liability Company

Defendants.

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COMPLAINT

Plaintiffs Gary Brecka (“Brecka”), Cicely Sage Workinger (“Workinger”), IJS Presentations, LLC (“IJS”) and Turning Point Holdings, LLC (“TPH”) (collectively, “Plaintiffs”), by and through undersigned counsel, sue Defendants Brandon Dawson (“Dawson”), 10X Health Ventures LLC (“10X Health”), and Cardone Ventures, LLC (“Cardone Ventures”) (collectively, “Defendants”) and allege as follows:

INTRODUCTION

Brecka has become a figurehead of the health and wellness space based on his client-focused approach, putting the health outcomes of clients first. As Brecka rose to prominence in the industry, he catapulted the business of 10X Health that he and his wife and business partner, Workinger, co-founded. Cardone Ventures and Dawson came along for the ride. But Cardone

Ventures and Dawson were not satisfied with the financial windfall they were receiving. Greed took hold of them, causing them to focus solely on the bottom line at the expense of 10X Health’s clients and patients. While 10X Health raked in unprecedented profits due to the efforts of Brecka and Workinger, Cardone Ventures and Dawson engaged in blatant self-dealing—acting as if Brecka and Workinger were disposable assets over which Cardone Ventures and Dawson had unfettered control. Accordingly, when 10X Health received expansion and growth opportunities, Brecka and Workinger were kept in the dark; or, worse, their interests were intentionally undermined. Ultimately, one of the proverbial final straws occurred when Brecka and Workinger refused to compromise their principles and ethics to promote new genetic testing and supplement products that are destroying 10X Health’s business and causing mass confusion in the market; yet another self-dealing ploy by Cardone Ventures and Dawson to siphon money for themselves. Intent on controlling the narrative and tarnishing Brecka and Workinger’s good names, Cardone Ventures and Dawson, acting through their positions of power at 10X Health, terminated Brecka and Workinger’s employment from 10X Health but lied to employees, officers and shareholders about this termination to paint the narrative that this was due to Brecka being “too busy” for the business—a patent lie. Now, Brecka, Workinger, and their respective entities, IJS and TPH, bring suit for claims arising from various agreements and the duties and obligations that arise therefrom.

JURISDICTION AND VENUE

1. This is a civil action for injunctive relief and damages that exceed \$50,000.00, exclusive of interest, attorney’s fees, and costs.
2. Jurisdiction and venue are proper in Miami-Dade County, Florida, as the causes of action herein accrued in Miami-Dade County, Florida, and 10X Health otherwise consented to such jurisdiction in the Second Amended and Restated Executive Services Agreement.

PARTIES

3. Plaintiff Gary Brecka is an individual who resides in Miami-Dade County, Florida, and is otherwise *sui juris*.

4. Plaintiff Cicely Sage Worker is an individual who resides in Miami-Dade County, Florida, and is otherwise *sui juris*.

5. Plaintiff IJS Presentations, LLC is a Delaware limited liability company with a principal place of business located at 893 Vanderbilt Beach Road, Naples, FL 34108. Brecka is the sole manager member of IJS Presentations, LLC.

6. Plaintiff Turning Point Holdings, LLC is a Florida limited liability company with a principal place of business located at 1188 Rainbow Drive, Naples, FL 34104. Worker is the sole manager member of Turning Point Holdings, LLC.

7. Defendant Brandon Dawson is an individual who resides in Miami-Dade County, Florida, and is otherwise *sui juris*. Dawson is the Chief Executive Officer (“CEO”) of 10X Health.

8. Defendant 10X Health Ventures LLC is a Delaware limited liability company with a principal place of business located at 2920 NE 207th Street, Suite 901, Miami, FL 33180.

9. Defendant Cardone Ventures, LLC is a Delaware limited liability company with a principal place of business located at 18851 NE 29th Ave., #1000, Aventura, FL 33180. Cardone Ventures is the manager of 10X Health.

FACTS

I. Background and Formation of 10X Health and Relevant Agreements.

10. Brecka is a renowned human biologist, “biohacker,” and longevity expert with over two decades of experience in analyzing human biomarkers, including as a mortality-modeling expert in the insurance industry.

11. Upon exiting the insurance industry, Brecka embarked on a mission to improve lives through health optimization, and in 2017 partnered with Workinger to start their own small business, the health and wellness companies Streamline Medical Group Naples and Streamline Wellness (collectively, “Streamline”).

12. After Brecka and Workinger grew Streamline to notoriety and profitability in the wellness space, they were approached by Cardone Ventures and Dawson to start 10X Health.

13. Dawson, in addition to his role as the CEO of 10X Health, is a co-founder and the Chairman, CEO, and Managing Partner of Cardone Ventures.

14. Brecka and Workinger were sold on promises of business scaling and operational efficiency. As would later become self-evident, Dawson did not possess the business scaling experience presented during negotiations.

15. Ultimately, Streamline was acquired by 10X Health on September 16, 2021.

16. On September 16, 2021, Brecka and Workinger executed separate Executive Services Agreements with 10X Health, becoming co-founders of the company.

17. Also on September 16, 2021, Brecka on behalf of IJS, Workinger on behalf of TPH, and Dawson on behalf of Cardone Ventures, executed the Operating Agreement of 10X Health Ventures, LLC (the “Operating Agreement”). The Operating Agreement, attached as **Exhibit A**, contained several relevant provisions.

18. Pursuant to the Operating Agreement, IJS has Class A Units amounting to an 11% interest in 10X Health, TPH has Class A Units amounting to a 7% interest in 10X Health, and Cardone Ventures has Class B Units amounting to an 82% interest in 10X Health. (Op. Agmt. Sch. I).

19. Pursuant to Section 8.01, Cardone Ventures has “Listing Authority” “to take all actions that are reasonable or necessary to get the Members’ equity in the Company listed on a national securities exchange.” (*Id.* § 8.01).

20. Pursuant to Section 8.02 of the Operating Agreement, 10X Health cannot take certain actions—including amending or modifying the Operating Agreement, incurring indebtedness, making or advancing loans, or effecting any equity transaction—without “written approval of Members holding at least 88% of the interests” (the “Blocking Rights”). (*See id.* § 8.02).

21. Section 9.04 of the Operating Agreement, the non-competition provision, provides that:

Each Member and the Manager (and each of their respective Affiliates) **may engage, or acquire and retain an interest, in any other business ventures** (including future ventures), transactions, or other opportunities of any kind, nature, or description (independently or with others) **as long as those ventures, transactions, or other opportunities are not Competitive Opportunities** (as defined below) **The term “Competitive Opportunities” means any opportunities to invest in or own any business, other than the Company, that provides antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy as its primary services** (“Competitive Services”), that derives at least 70% of its revenue from Competitive Services, and that provides, or plans to provide, directly or through Affiliates, Competitive Services in multiple states in the United States. Notwithstanding the foregoing, Competitive Opportunities exclude: (x) stock ownership in any publicly-traded company that is less than 5% of the company’s total issued and outstanding shares of stock, (y) services to Advanced Medical Integration, LLC, a Florida limited liability company; Azon Medical, LLC, a Delaware limited liability company; and Doctor’s Vendor Network, LLC, a Florida limited liability company, and (z) business or consulting services provided by Cardone Ventures, LLC in the ordinary course of its business. **The Manager, the Members, and their Affiliates are prohibited from pursuing or engaging in any Competitive Opportunities.**

(*Id.* § 9.02) (emphasis added).

22. Separately, on September 16, 2021, Cardone Ventures and 10X Health executed a Business Services Agreement (the “BSA”), whereby 10X Health indefinitely agreed to pay a monthly service fee to Cardone Ventures “equal to 3% of the Company’s monthly net revenues” in exchange for “Services,” such as “[g]uidance and advice on financial strategy, capital structure, and financing, including development of a financial model and reporting structure,” and “[g]uidance and advice on marketing campaigns and marketing strategies.” (BSA at Exh. 1). The BSA is attached as **Exhibit B**.

23. The BSA was merely a means to siphon funds from 10X Health to Cardone Ventures, which received its monthly service fee under the BSA but never provided real value or any of the promised services to 10X Health.

24. 10X Health has four main lines of business: (1) private health consulting for high net-worth individuals; (2) genetic testing services, through which it sells supplements and customized supplement plans; (3) IV drip therapy treatments; and (4) blood testing services, through which it sells treatments and prescriptions related to the blood testing results.

25. 10X Health also has the “Superhuman Protocol,” which is specifically comprised of three species of hardware: (1) the Purewave PEMF “grounding” mat; (2) the HyperMax Oxygen EWOT (“Exercise With Oxygen Therapy”) machine; and (3) red light therapy machines—the 220i Red Light Panels and the 10X Health Light Bed manufactured by TheraLight.

26. Later, in August of 2023, 10X Health, as the lender, executed separate Loan Agreements with IJS and TPH, as the borrowers. The Loan Agreements are attached as composite **Exhibit C**.

27. Concomitantly, IJS and TPH executed separate Pledge Agreements with 10X Health, pledging their membership interests in 10X Health as security for the loans. The Pledge Agreements are attached as composite **Exhibit D**.

28. The total loan amounts were disbursed in an initial lump sum, followed by monthly installments over the next year, except in months where 10X Health cancelled a distribution or if its revenue fell below a specified threshold, and any withheld amounts were not redistributed. (Loan Agmt. Art. II(a)-(d)). Interest accumulated on the outstanding balance at the annual rate of 5.00%, compounded monthly. (*Id.* Art. III).

29. Pursuant to Article IV(b) of the Loan Agreements, the respective loan amounts matured upon the earlier of March 15, 2025, or the termination of IJS and/or TPH's Executive Services Agreement, at which time IJS and TPH were required to repay the "entire outstanding balance."

30. Article IV(c) of the Loan Agreements governed method of repayment, stating that:

Payments of principal and accrued interest shall be made by Borrower in cash or, subject to and in compliance with the [Operating] Agreement and further subject to the written consent of [10X Health], which shall not be unreasonably withheld, conditioned or delayed, through the redemption of Class A Units held by [IJS/TPH]. If [IJS/TPH] pays the amount due under this Agreement through [IJS/TPH]'s redemption of Class A Units, [10X Health] and [IJS/TPH] shall select a mutually acceptable third party to determine the value of the Class A Units to be redeemed. The value of the Class A Units to be redeemed shall include discounts for lack of marketability and lack of control.

31. According to Article IX of the Loan Agreements, IJS and/or TPH's failure to tender payment within five days of notice from 10X Health constituted an "Event of Default." In the case of an Event of Default, Section 4.2 of the Pledge Agreements entitled 10X Health to "act with respect to the [pledged membership interests in 10X Health] as if it were the outright owner thereof."

II. The Second Amended and Restated Services Agreement.

32. As 10X Health grew, and Brecka's contributions with it, it became necessary to amend Brecka's Executive Services Agreement. As such, on February 28, 2022, Brecka, IJS, and 10X Health executed the First Amended and Restated Executive Services Agreement (the "FAESA"), providing Brecka with additional compensation incentives.

33. Almost immediately, 10X Health failed to honor the new agreement by withholding incentive pay compensation owed to Brecka under the FAESA.

34. Ultimately, 10X Health, Brecka, and IJS resolved the dispute by executing the Second Amended and Restated Executive Services Agreement on August 10, 2023 (the "ESA"). The ESA is attached as **Exhibit E**.

35. Under the ESA, Brecka was to "devote substantially all of [his] time to [10X Health] and to fulfilling the duties assigned to [him] hereunder . . . as may from time to time be assigned to [him] by the CEO," except for any services assigned by the CEO on behalf of a 10X Health affiliate, which Brecka was not obligated to perform absent "reasonable terms and conditions that are acceptable to [him]." (ESA § 1.2).

36. Section 1.2 of Workinger's Executive Services Agreement (the "WESA") similarly permitted the CEO of 10X Health to assign her a role for "one or more of [10X Health] Affiliates upon reasonable terms and conditions that are acceptable to [her]," but only to the extent she was "to serve as an officer of" the affiliate. The WESA is attached as **Exhibit F**.

37. The ESA permitted Brecka to "engage in any podcasts or shows and retain all compensation . . . derived from podcasts or shows that [Brecka] sources and books without any marketing, advertising, or promotion by [10X Health], Cardone Ventures, LLC, Brandon Dawson, or Grant Cardone," and could pursue "business activities wholly unrelated to the anti-aging and

hormone optimization field so long as such activities are not competitive with [10X Health] or do not materially detract [Brecka] from performing his duties as described above.” (*Id.* §§ 1.2.2, 1.2.4).

38. The ESA defined “Competing Business” as meaning:

(i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company’s contemporaneous documents and materials; (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company’s contemporaneous documents and materials.

(*Id.* § 4.2).

39. Article 3 of the ESA governed termination. Termination for cause by 10X Health required written notice describing the conditions giving rise to potential termination for cause **“within sixty (60) days of the date on which such condition first occurred or the date on which the CEO has actual knowledge of such condition, whichever is later.”** (*Id.* § 3.2.1) (emphasis added).

40. Upon receipt of such a “For Cause Notice,” Brecka had a 30-day cure period and, “[i]n the event [IJS] and [Brecka] do not cure the condition(s) as set forth in the For Cause Notice within the 30-day cure period, [10X Health’s] termination must occur within fifteen (15) days following the end of the cure period. **In the event [10X Health] does not terminate within that 15-day period, [10X Health] shall be deemed to have consented to such condition(s).**” (*Id.*) (emphasis added).

III. The Ultimate Human Podcast and the Rise of Brecka and 10X Health.

41. On October 17, 2023, Brecka launched episode one of The Ultimate Human Podcast with Gary Brecka (the “Podcast”) featuring UFC President Dana White as a guest. To date, Brecka’s interview with Dana White has generated millions of cumulative views and listens.

42. Brecka extensively promotes 10X Health in connection with the Podcast, stage talks, interviews, lectures and social media. On YouTube— where, for example, the Dana White episode alone has over 1.4 million views—Brecka under each video includes direct links to 10X Health genetic tests, 10X Health supplements, and the 10X Health affiliate program, as well as a “link tree” with additional pathways to the 10X Health website. On podcast platforms, episode descriptions for the Podcast. contain the same 10X Health links and references. Brecka also regularly mentions 10X Health on the Podcast and across social media platforms. Such links have provided windfall profits for 10X Health and Brecka is widely known as a co-founder of 10X Health.

43. In total, Brecka has generated over 100,000,000 views on 10X Health related content across social media.

44. In connection with the Podcast, Brecka partners with select brands whose products and vision align with his own, to further enrich his fans and clients in areas not addressed by his primary role with 10X Health.

45. To that end, the Podcast website includes a shop, where users can find the 10X Health Genetic Test, 10X Health Supplements, and 10X Health Superhuman Protocol devices, as well as other health and wellness products not offered by 10X Health, such as a hydrogen water bottle, a cold plunge, and various foodstuffs.

46. On November 9, 2023, Brecka appeared on an episode of the Joe Rogan Experience (“JRE”), the most popular podcast in the world according to Spotify. During the interview, Brecka highlighted 10X Health at least six times and provided links to 10X Health genetic testing and blood testing.

47. Thanks to the immediate success of the Podcast and Brecka’s appearance on JRE, 10X Health experienced its highest revenue-generating month ever.

48. Thousands of new customers flocked to 10X Health, especially for the 10X Health Genetic Test (the “Gene Test”) and private health consulting sessions that Brecka exhaustively promoted.

49. Cardone Ventures’ poor management and inability to scale the staff, inventory, and technical operations of 10X Health resulted in months’ long back logs, depleted supplement inventory, and thousands of disappointed customers, which reflected poorly on Brecka.

50. In between recording one hour-long and one fifteen-minute-long Podcast a week, Brecka was servicing hundreds of 10X Health clients.

IV. 10X Health Growing Pains and Compensation Issues.

51. Contrary to the shared vision of Brecka and Workinger, 10X Health rapidly shifted its focus from its patients and clients to profits.

52. That shift manifested in multiple ways, including inventory mismanagement and mislabeling or altering product labels without notice to clients or patients, both of which led to appreciable harm to 10X Health’s customer base and reflected poorly on Brecka and Workinger.

53. Additionally, 10X Health created a financial incentive program for its healthcare practitioners and clinicians, for which it paid healthcare practitioners and clinicians commission fees and reorganized the corporate structure to have them report to 10X Health’s head of sales

rather than to medical or clinical supervisors. Cardone Ventures was solely focused on profits and not on patient and client outcomes or a positive client experience.

54. As a result, upon information and belief, 10X Health clinicians and healthcare practitioners were placed in the uncomfortable position of being encouraged to push superfluous 10X Health products to patients and clients beyond those that they would otherwise recommend based solely on a patient's or client's Gene Test results.

55. Brecka and Workinger were not consulted concerning these detrimental changes to 10X Health and did not agree to such changes.

56. Not to be left out, the shift also resulted in 10X Health's worsening treatment of Brecka as he voiced these concerns.

57. Indeed, despite the financial windfall Brecka bestowed upon Cardone Ventures and Dawson through the success of 10X Health, Cardone Ventures and Dawson were reticent to increase Brecka's commission rates for affiliate links, a metric tied directly to his efforts promoting 10X Health.

58. In or around early December of 2023, Dawson eventually agreed over text message and email to increase Brecka's commission rate for affiliate links to the market rate paid to all other affiliates of the company.

59. But soon thereafter, Dawson pulled an about-face, asserting that he would increase the commission rate only if Brecka agreed to stricter 10X Health promotional guidelines.

60. When the undersigned requested that 10X Health honor its agreement to increase Brecka's commission rate, 10X Health replied on December 15, 2023, with a For Cause Notice threatening to terminate Brecka for cause.

61. 10X Health asserted that Brecka was in violation of the ESA for failing to devote substantial time to 10X Health, competing with 10X Health through the Podcast and its associated partnerships, and engaging in the unauthorized use of 10X Health’s intellectual property.

62. As a pretextual basis to control Brecka, Cardone Ventures and Dawson, under the guise of management of 10X Health, identified the following conditions as violative of the ESA:

- a. Brecka’s failure to reference and promote 10X Health each and every opportunity that he “should have”;
- b. A “compet[ing]” partnership through the Podcast with amino acid supplement company BodyHealth;
- c. Brecka’s “unilateral[.]” partnership with Echo Hydrogen Water;
- d. Promoting the Podcast and its website;
- e. Podcast partnerships with products that “related to the field of anti-aging”; and
- f. His alleged use of 10X Health “patient data, insights, and intellectual property without authorization or attribution for his personal benefit” (collectively, the “Conditions”).

63. Brecka responded on December 21, 2023, denying any alleged violations of the ESA.

64. Over the next thirty days, Brecka took no action to cure the Conditions.

65. On February 5, 2024, Brecka sent to 10X Health a Notice of Consent to Conditions in For Cause Notice (“Notice of Consent”).

66. In the Notice of Consent, Brecka explained that, because 10X Health did not terminate him for cause within fifteen days upon expiration of the thirty-day cure period, it had consented to the Conditions under the plain terms of the ESA.

67. Still, 10X Health withheld Brecka's agreed upon compensation while Brecka continued to fulfill his obligations to 10X Health clients and promote 10X Health on the Podcast, on social media, and at speaking engagements around the country.

68. Brecka went so far as to email Dawson, reaffirming his commitment to 10X Health and attempting to circle back on the commission rate increase. Dawson did not respond. A follow-up also was met by silence.

69. Finally, after a third email, Dawson demanded—in the face of the Notice of Consent—that Brecka cure the Conditions.

70. Dawson's gaslighting did not end there, as he attempted to shift the blame onto Brecka for using an incorrect affiliate link, a link that 10X Health provided to Brecka.

71. Brecka's request to Dawson for the "correct" link went unanswered.

72. The next week, 10X Health increased the price of its private health consulting services with Brecka. Predictably, Brecka's portion of the compensation for services rendered remained stagnant. Overnight, Brecka went from receiving half of the fee for his consulting services to a fraction of that, directly resulting in increased payments to Cardone Ventures.

73. When the undersigned reached out to Dawson and 10X Health on Brecka's behalf in March of 2024, 10X Health maintained its contra-ESA position and refused to adequately compensate Brecka.

74. Around this same time, Brecka learned that, despite his prominent position at 10X Health and in the health and wellness space, he inexplicably was not being invited to speak at the annual 10X Growth Conference, presumably as further punishment to Brecka.

75. In the face of 10X Health's obstinance, Brecka again reaffirmed his commitment to 10X Health and continued to fulfill his obligations under the ESA.

76. At a 10X Health founders' meeting on March 16, 2024, 10X Health feigned capitulation and agreed to an informal resolution on Brecka's revenue overrides for his affiliate links and consulting services.

77. Excited to move forward, Brecka emailed Dawson and Eddie Valentino ("Valentino"), the CFO & COO of Cardone Ventures, following the meeting to affirm that 10X Health had finally agreed to implement his due compensation and to express enthusiasm for the future of 10X Health.

78. Yet again, Brecka's enthusiasm was met with a slew of additional terms, conditions, and restrictions from 10X Health and Cardone Ventures.

79. What started as an apparent showing of good faith by 10X Health quickly devolved into another attempt to leverage Brecka, frustrating Brecka to the point that he tendered his resignation to 10X Health.

80. Eventually, the parties resolved the payment dispute and Brecka did not resign.

81. As it turns out, the payment dispute only scratched the surface of Dawson and Cardone Ventures' machinations through 10X Health.

V. Cardone Ventures' Clandestine Acquisition of REVIV Global Ltd.

82. In or around December of 2023, Cardone Ventures acquired an interest in REVIV Global Ltd. ("REVIV"), an international IV-drip therapy and genetic testing company, without notice to Brecka and Workinger or other shareholders of 10X Health, in violation of the Operating Agreement.

83. Brecka and Workinger were not consulted or otherwise aware of the deal until the first quarter of 2024, after the transaction was already complete, when it was represented to them as a "growth opportunity beneficial to 10X Health".

84. According to a REVIV executive, Cardone Ventures represented to REVIV that 10X Health—Brecka in particular—was involved as an owner in the deal, a false claim aimed to give the illusion that Brecka and Workinger supported the acquisition.

85. 10X Health and Cardone Ventures initially volunteered to provide the deal documents upon request, but since then have refused, time and again, to apprise Brecka and Workinger of the deal’s terms and economics.

86. Instead, Brecka and Workinger had to simply take Dawson and Cardone Ventures at their word that the deal financially benefitted 10X Health.

87. Upon information and belief, Cardone Ventures represented the REVIV deal as debt when Cardone Ventures actually holds a convertible debt instrument with control features that makes it a disguised equity.

88. Following the REVIV deal, 10X Health, at the direction of Dawson and Cardone Ventures, rolled out the 10X Health Precision Genetic Test (the “Precision Test”).

89. The Precision Test cost twice as much as the Gene Test, which 10X Health continued to offer, and included a 400-page “Precision Genetic Analysis” and access to new products, including the “10X Health Complete Precision Nutrition Supplements” (the “Precision Supplements”).

90. With the REVIV acquisition by Cardone Ventures, 10X Health shifted its gene test and supplement manufacturing from the United States to Austria, at a significant cost to 10X Health and its clients.

91. Brecka and Workinger were open to learning about the Precision Test but needed to test the Precision Test and Precision Supplements themselves, to ensure they were delivering a reliable and efficacious product to their loyal clients.

92. In fact, 10X Health began marketing and selling the Precision Test, and expected Brecka and Workinger to do the same, before Brecka and Workinger even received their Precision Test results or reviewed the Precision Supplements. In effect, 10X Health wanted to use its patients and clients as guinea pigs.

93. Cardone Ventures did not consult the medical and clinical teams of 10X Health, but rather, forced the Precision Test to be sold without the consent and agreement of those teams, including the clinical director of 10X Health.

94. Brecka and Workinger soon realized that they could not ethically or morally promote the Precision Test; when they received their Precision Test results in April of 2024, Brecka's results were incorrect, and the 400-page analysis included contradictory information.

95. The Precision Test also proved unworkable as a practical matter. Whereas client reviews of the Gene Test took 15-20 minutes on average, reviews of the Precision Test took upwards of 90 minutes to several hours due to the amount of complex and contradictory information.

96. And during a conference call with clients discussing the Precision Test, Brecka was horrified when a client raised an inconsistency in their results that was impossible for him to explain.

97. Brecka also realized that his Precision Test results, derived from a foreign lab, differed from those run at labs in the United States, such as those from the Gene Test, and found that clients were experiencing the same issues.

98. The Precision Supplements had their own problems. Despite costing more than seven times the original 10X Optimize supplements, the Precision Supplements contained lower

doses of, or wholly omitted, essential vitamins found in the 10X Optimize supplements, and included untested “superfood extracts” specially formulated for 10X Health.

99. As to those “superfood extracts,” Brecka and Workinger discovered that some of the plant-based compounds in the Precision Supplements had not yet been tested or given to human test subjects but were supposedly safe and added based on an “algorithm.”

100. The test batches of the Precision Supplements formulated for Brecka and Workinger contained incorrect formulations and caused them to suffer adverse effects. Workinger suffered a panic attack that she immediately reported to 10X Health management.

101. When REVIV finally appeared to fix the Precision Supplement formulations, the ensuing shipment was delayed in customs. Brecka, Workinger, and 10X Health’s paying clients were without Precision Supplements for months.

102. During calls with 10X Health clients it became apparent to Brecka that clients were not being made aware that their DNA was being shipped outside of the United States to a foreign laboratory.

103. As a result of the delay and myriad issues with the Precision Test, 10X Health received a horde of complaints and cancelled orders.

104. The botched rollout of the Precision Test—rushed by 10X Health for the sake of profit and without due consideration for its patients and clients—created considerable market confusion and consumer unrest, resulting in decreased revenue for 10X Health.

105. Upon information and belief, 10X Health’s revenues declined by over 50% as a direct result of the poorly executed and forced launch of the problematic Precision Test.

106. 10X Health’s misconduct reflected poorly on Brecka and Workinger, who suffered reputational harm and loss of goodwill with their clients.

107. Notwithstanding the behind-the-scenes issues with the Precision Test, Brecka and Workinger publicly maintained their faith in 10X Health and the original Gene Test, which they continued to champion on behalf of 10X Health.

VI. 10X Health's Misguided C-Corp Conversion.

108. On Friday, April 26, 2024, at 7:47 p.m., Valentino formally shared with Brecka and Workinger a plan to convert 10X Health from an LLC to a C-Corp by May 1, 2024. Valentino attached the conversion documents, including a 10X Health Ventures, LLC Conversion Plan, Certificate of Incorporation, and Common Stockholder Agreement (the "Conversion Documents").

109. Valentino requested immediate action and, over the phone, implored Brecka and Workinger to review the documents without undersigned counsel. According to Valentino, signing the documents was in Brecka and Workinger's best interest.

110. The Conversion Documents, unilaterally drafted by joint outside counsel for 10X Health and Cardone Ventures, benefitted Cardone Ventures at the expense of Brecka and Workinger.

111. For example, Section 4.4.2 of the Certificate of Incorporation broadened the definition of "cause" and placed such determination within the sole discretion of the Board, and Section 5 eliminated the Blocking Rights by reducing the voting interest threshold from 88% to 85%. (*See* Certificate of Incorporation, attached as **Exhibit G**).

112. For its part, the Common Stockholder Agreement did not include an anti-dilution provision, broadened the definition of competing activities to encompass preexisting non-competitive Podcast partnerships, placed a determination of competition within the sole discretion of the Board, created a Board controlled by Cardone Ventures that did not include Brecka, and

included express competition carveouts exclusively for Cardone Ventures. (See Common Stockholder Agreement §§ 1.7, 7.1, 8.2, attached as **Exhibit H**).

113. According to the 10X Health Ventures, LLC Conversion Plan (the “Conversion Plan”), the basis for the urgency of the conversion was a fear that, should 10X Health not immediately convert to a C-Corp, its gross assets would exceed the threshold for eligibility to qualify for a Qualified Small Business Stock (“QSBS”) tax exemption. (See Conversion Plan, attached as **Exhibit I**).

114. The Conversion Plan also represented, without explanation, that the REVIV deal would result in “the projected increase to the value of [10X Health] in the near term.”

115. The Conversion Plan’s proffered exigency justification was wholly pretextual, as 10X Health’s gross assets were far from the QSBS eligibility threshold.

116. Brecka and Workinger refused to sign the Conversion Documents by May 1, 2024.

117. In response, Valentino stressed the urgency of converting and that the materials “were prepared by our joint counsel /on behalf of 10X Health with all members interests in mind and are standard market terms.”

118. Upon information and belief, joint outside counsel that prepared the Conversion Documents did not obtain a conflict waiver.

119. The parties then engaged in extensive negotiations, during which counsel for Cardone Ventures admitted to the undersigned that the initial, oppressive terms were for the benefit of Cardone Ventures.

120. The day after Cardone Ventures’ admission, Cardone Ventures sent updated terms, but refused to budge on restoring the Blocking Rights and would not disclose how the REVIV deal, an acquisition by Cardone Ventures, increased the value of 10X Health, specifically.

121. 10X Health later threatened to go forward with the conversion without Brecka and Workinger's approval and issue them no membership interest.

122. To add to the chaos, in the midst of the parties' ongoing negotiations over the conversion, 10X Health again withheld payment from Brecka.

123. Although the withholding apparently was accidental, 10X Health nonetheless believed it was justified based on the consented-to Conditions raised in the For Cause Notice, but ultimately "true[d]-up" with Brecka subject, of course, to set off and/or claw back.

124. Negotiations came to a head at a summer founders' meeting in June of 2024 (the "Summer Meeting"), where the parties were unable to come to agreement. The parties' relationship was irretrievably broken, and Brecka suggested a "divorce" from 10X Health.

V. The End of Brecka and Workinger's Relationships with 10X Health.

125. Looking back through the morass, Brecka still had a glimmer of hope for the future of 10X Health.

126. Cardone Ventures and 10X Health, however, remained nonresponsive concerning the REVIV deal and would not engage with Brecka.

127. Brecka and Workinger continued to fulfill their consulting and gene test duties for 10X Health. In October of 2024 alone, Brecka generated hundreds of Gene Test sales for 10X Health.

128. As a showing of good faith and despite no obligation to do so given 10X Health's consent to the Conditions, Brecka removed some of the products from the Podcast online shop that 10X Health stressed as competing during the Summer Meeting, and attempted to connect 10X Health with another Podcast partner.

129. Behind the scenes, Grant Cardone—the CEO of Cardone Enterprises, with which Cardone Ventures and 10X Health are affiliated—messed Brecka to make an offer to buy out Cardone Ventures’ interest in 10X Health and stated that he “did not love the space” and would entertain an offer to sell Cardone Ventures’ majority stake to Brecka and Workinger.

130. Over the ensuing months, Brecka worked diligently to formulate a term sheet with a fair and competitive offer for Cardone Ventures’ membership interest in 10X Health.

131. However, after going through the effort of drafting and presenting a generous term sheet, Cardone Ventures responded to the offer by claiming they were not “sellers.”

132. Brecka and Workinger then offered to sell their membership interests in the company back to Cardone Ventures at the equivalent valuation, but Cardone Ventures responded that they also were not “buyers,” leaving Brecka and Workinger stuck unable to purchase Cardone Ventures’ membership interest or sell their interests back to the company.

133. Following Cardone Ventures’ reverse pivot, and given the ongoing issues with REVIV, the C-Corp conversion, and the constant payment drama, Brecka, now demoralized, realized that he was going to have to resign from 10X Health.

134. On November 5, 2024, Brecka notified Graham Galka (“Galka”), the President of 10X Health, at 9:00 a.m. EST, that he would be submitting his resignation that day but wanted to give Galka notice of his resignation before officially providing his formal resignation letter.

135. Not content to let Brecka provide official notice of his resignation, 10X Health raced to terminate him first in order to control the narrative and tarnish Brecka and Workinger’s reputations.

136. Later that day, 10X Health sent Brecka a Termination Notice, purporting to terminate him and IJS for cause without prior notice or an opportunity to cure. 10X Health failed to deliver the Termination Notice to Brecka's designated address as required by the ESA.

137. The alleged conditions constituting "cause" were Brecka's "self-dealing, competitive activity, misappropriation of intellectual property and Company assets, dishonesty, and other misconduct," and failing "to devote substantially all of your time to the Company and to fulfilling the duties assigned to you."

138. Other than those conclusory proclamations, 10X Health did not detail the conduct constituting cause or when that conduct occurred. Per Section 3.2.1 of the ESA, 10X Health could only consider Brecka's conduct within 60 days of the Termination Notice.

139. On that same day, 10X Health terminated Workinger and TPH without cause.

140. In turn, 10X Health shut off email and login access to Mariah Ospina ("Ospina"), Brecka's assistant, without notice.

141. The next day, 10X Health demanded that Ospina, come to the 10X Health headquarters to turn in her laptop.

142. Once there, Ospina was pulled into a room with legal counsel for Cardone Ventures, Galka, and Dawson, who asked her to, without legal representation, sign documents disparaging Brecka.

143. They promised that, if Ospina made certain false representations about Brecka, they would offer her continued employment with 10X Health. Ospina declined and the next day sent them an email documenting the exchange, advising that she had retained counsel, and voicing her displeasure with their coercive tactics.

144. Following his termination, Brecka emailed Dawson hoping to arrange a peaceful transition, coordinate a message for the market, and avoid mass confusion for 10X Health's patients and clients. As of the date of this filing, Dawson has not responded.

VI. Post-Termination, 10X Health and Cardone Ventures are Emboldened to Commit Further Breaches.

145. Despite terminating Brecka and Workinger, 10X Health continued to represent to the public, and to its employees and other shareholders, that Brecka and Workinger remained "valued shareholders" in 10X Health.

146. In reality, 10X Health was acting behind the scenes to attempt to unjustifiably deprive Brecka and Workinger of their Class A Units in 10X Health.

147. On November 14, 2024, Dawson sent letters to Brecka and Workinger at the undersigned's address, requesting immediate repayment under the Loan Agreements. The letters purported to definitively state the total amounts due for payoff dates from November 14, 2024, to November 18, 2024. Dawson did not, however, deliver the letters to Brecka and Workinger individually, as required by their respective loan agreements.

148. On November 18, 2024, Brecka and Workinger each responded (the "November 18 Letters"), via FedEx certified mail, receipt confirmed, requesting an accounting of 10X Health's loan amount calculations, and further providing written notice of intent to exercise their rights to repay the outstanding balance through the redemption of Class A Units, as explicitly permitted by Article IV(c) of the Loan Agreement. The November 18 Letters are attached as composite **Exhibit J**.

149. In the event of payment by the redemption of Class A Units, the Loan Agreements *require* the parties to select "a mutually acceptable third party to determine the value of the Class A Units to be redeemed." (Loan Agmt. Art. IV(c)).

150. Dawson and 10X Health did not respond to the November 18 Letters.

151. Instead, at 6:02 p.m. on Friday, November 22, 2024, counsel for Cardone Ventures circulated an Amended and Restated Operating Agreement of 10X Health (“Amended Agreement”), along with redline and a cover email stating that:

Cardone Ventures, LLC has more than the minimum number of votes necessary to authorize amendment of the Operating Agreement, by virtue of its Membership Interests and those of IJS Presentations, LLC and Turning Point Holdings, LLC, which Cardone Ventures is entitled to vote by proxy. Thus, following this notice, Cardone Ventures intends to affirmatively vote all such Membership Interests in favor of adopting the Amended and Restated Operating Agreement.

152. There was no mention of the November 18 Letters. The November 22 correspondence is attached as **Exhibit K**. The Amended Agreement and redline are attached as composite **Exhibit L**.

153. On November 25, 2024, undersigned responded to counsel for Cardone Ventures, explaining that, absent an Event of Default, Cardone Ventures had no authority to exercise the voting rights of IJS and TPH, and without the written consent of IJS and TPH, the Amended Agreement is unauthorized and without legal effect. The undersigned reminded Cardone Ventures that the next step was to coordinate a valuation of IJS and TPH’s membership interests. The November 25 correspondence is attached as **Exhibit M**.

154. At the time of filing, 10X Health and Cardone Ventures have yet to respond concerning the coordination of valuation.

155. Instead, and despite finally announcing Brecka and Workinger’s departure from 10X Health, the company continues to profit off Brecka’s notoriety by using his name and likeness in Google Ads to drive traffic to the 10X Health website without Brecka’s express or implied consent.

156. All conditions precedent to the filing of this action have occurred, have been

complied with, or have been waived.

157. Plaintiffs have engaged the law firm of Berger Singerman LLP to prosecute this action and are obligated to pay the firm its reasonable attorney's fees and costs.

COUNT I
BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING
(IJS & TPH Against Dawson)

158. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

159. Section 8.03 of the Operation Agreement permits the appointment of officers "to carry on the business of the Company."

160. The manager of 10X Health, Cardone Ventures, appointed Dawson as an officer for 10X Health. At all relevant times, Dawson acted as the CEO for 10X Health.

161. Dawson, as the CEO of 10X Health, had the "power and authority" to effectuate the business of 10X Health.

162. Therefore, pursuant to the Operating Agreement, Dawson was vested with discretionary authority to effectuate his role as the CEO of 10X Health. The Operating Agreement contains no defined standards for how Dawson was to exercise that discretionary authority.

163. Dawson's exercise of his discretion as CEO was arbitrary and/or not consistent with the reasonable expectations of IJS and TPH because, among other things, Dawson:

- a. used 10X Health funds to hire and pay conflicted outside counsel to draft the Conversion Documents that personally benefited Dawson, to the detriment of IJS and TPH;
- b. engaged conflicted outside counsel to draft the Conversion Documents that removed the Blocking Rights to the benefit of other membership interests and to the detriment of IJS and TPH;

- c. directed revenue to Cardone Ventures under the illusory BSA;
- d. acquired an interest in REVIV through Cardone Ventures and directed IJS, through Brecka, to market the Precision Test and Supplements for the benefit of Cardone Ventures;
- e. abused his role as CEO by improperly withholding payments from Brecka and IJS as a means of leverage and control; and
- f. wrongfully caused the Operating Agreement to be amended on terms favorable to Cardone Ventures and adverse to Plaintiffs.

164. Dawson, therefore, willfully and intentionally breached the implied covenant of good faith and fair dealing inherent in the Operating Agreement in exercising his discretionary authority as CEO.

165. As a direct and proximate result of Dawson's breach, IJS & TPH suffered damages.

WHEREFORE, Plaintiffs IJS Presentations, LLC, and Turning Point Holdings, LLC, demand judgment for damages in excess of this Court's jurisdiction against Defendant Brandon Dawson including but not limited to compensatory damages, costs of this action, interest, attorneys' fees and costs, and other relief as this Court deems just and proper.

COUNT II
DECLARATORY RELIEF
(Brecka and IJS Against 10X Health)

166. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

167. This is an action against 10X Health for declaratory relief pursuant to Chapter 86, Florida Statutes.

168. Section 3.2 of the ESA defines the criteria by which 10X Health was authorized to terminate Brecka and IJS "for cause."

169. On November 5, 2024, 10X Health purported to terminate Brecka and IJS “for cause,” without notice and an opportunity to cure and based on conditions that either (i) did not constitute “cause” within the meaning of the ESA or (ii) could not constitute “cause” because 10X Health either consented to the Conditions as articulated in the For Cause Notice or did not act on the Conditions within sixty days of the date on which such conditions first occurred or the date on which the CEO had actual knowledge of such conditions, whichever was later.

170. 10X Health’s improvident termination of Brecka and IJS “for cause” has caused and will continue to cause a bona fide present controversy between the parties concerning whether Brecka’s and IJS’s conduct constitutes “cause” under Section 3.2 of the ESA.

171. The rights, status, or other equitable or legal relations of the parties are affected by Section 3.2. Accordingly, Brecka and IJS demand a determination of questions of contract construction and a declaration of rights, status, or other equitable or legal relations thereunder.

WHEREFORE, Plaintiffs Gary Brecka and IJS Presentations, LLC, respectfully request a decree declaring that their terminations by Defendant 10X Health Ventures, LLC, were without cause pursuant to Article 3 of the Second Amended and Restated Executive Services Agreement, awarding costs pursuant to Section 86.081, Fla. Stat., and granting other relief as this Court deems just and proper.

COUNT III
BREACH OF CONTRACT
(Brecka & IJS Against 10X Health)

172. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

173. The ESA is a valid and enforceable contract, executed on August 10, 2023, between 10X Health on the one hand, and IJS and Brecka on the other hand.

174. Pursuant to Section 1.2 of the ESA, 10X Health, through its CEO Dawson, could assign IJS and Brecka duties “to provide services to one or more of Company’s Affiliates upon reasonable terms and conditions that are acceptable to [IJS] and [Brecka].”

175. In or around the first quarter of 2024, 10X Health, through Dawson, assigned IJS and Brecka duties related to the Precision Tests.

176. The Precision Tests were products of REVIV through Cardone Ventures, affiliates of 10X Health.

177. 10X Health, through Dawson, added the Precision Tests to IJS’s and Brecka’s duties without reaching reasonable terms and conditions, including those related to compensation, acceptable to IJS and Brecka.

178. Therefore, 10X Health’s conduct breached Section 1.2 of the ESA.

179. As a direct and proximate result of 10X Health’s breach, IJS and Brecka suffered damages.

WHEREFORE, Plaintiffs Gary Brecka and IJS Presentations, LLC, demand judgment for damages in excess of this Court’s jurisdiction against Defendant 10X Health Ventures, LLC, including but not limited to compensatory damages, costs of this action, interest, and other relief as this Court deems just and proper.

COUNT IV
BREACH OF CONTRACT
(Worker Against 10X Health)

180. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

181. The WESA is a valid and enforceable contract, executed on September 16, 2021, between 10X Health on the one hand, and Worker on the other hand.

182. Pursuant to Section 1.2 of the WESA, 10X Health, through its CEO Dawson, could not assign duties to Workinger on behalf of a 10X Health affiliate other than to “serve as an officer.”

183. In or around the first quarter of 2024, 10X Health, through Dawson, assigned Workinger duties related to the Precision Tests.

184. The Precision Tests were products of REVIV, an affiliate of 10X Health.

185. 10X Health, through Dawson, assigned Workinger responsibilities on behalf of REVIV without assigning her a role as an officer of REVIV.

186. Therefore, 10X Health’s conduct breached Section 1.2 of the WESA.

187. As a direct and proximate result of 10X Health’s breach, Workinger suffered damages.

WHEREFORE, Plaintiff Cicely Sage Workinger demands judgment for damages in excess of this Court’s jurisdiction against Defendant 10X Health Ventures, LLC, including but not limited to compensatory damages, costs of this action, interest, and other relief as this Court deems just and proper.

COUNT V
BREACH OF CONTRACT
(IJS & TPH Against 10X Health)

188. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

189. The Loan Agreements are valid and enforceable contracts.

190. Article VI of the Loan Agreements required notice via certified mail to IJS and TPH, care of Brecka and Workinger, respectively.

191. 10X Health provided notice to undersigned counsel but failed to send the November 14 letters to IJS or TPH.

192. Additionally, Article IV(c) of the Loan Agreements permits IJS and TPH to repay the loan amounts through the redemption of Class A Units subject to 10X Health’s written consent.

193. 10X Health’s written consent to the redemption of such units cannot be “unreasonably withheld, conditioned, or delayed.”

194. In the November 18 Letters, IJS and TPH timely exercised their rights to repay the loans through the redemption of their Class A Units in 10X Health.

195. 10X Health never responded to the November 18 Letters and, instead, silently and without explanation, appeared to deny IJS and TPH the opportunity to pay the outstanding loans through the redemption of Class A Units, as negatively implied from Cardone Ventures’ purported unilateral amendment of the Operating Agreement without the written consent of IJS and/or TPH.

196. 10X Health’s written consent was unreasonably delayed or withheld.

197. Consequently, 10X Health breached the Loan Agreements.

198. As a direct and proximate result of 10X Health’s breach, IJS and TPH suffered damages.

WHEREFORE, Plaintiffs IJS Presentations, LLC, and Turning Point Holdings, LLC, demand judgment for damages in excess of this Court’s jurisdiction against Defendant 10X Health Ventures, LLC, including but not limited to compensatory damages, attorneys’ fees, costs of this action, interest, and other relief as this Court deems just and proper.

COUNT VI
BREACH OF CONTRACT
(IJS & TPH Against Cardone Ventures)

199. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

200. The Operating Agreement is a valid and enforceable contract, executed on September 16, 2021.

201. The Operating Agreement governs 10X Health, its manager Cardone Ventures, and its members IJS and TPH.

202. As members and signatories of the Operating Agreement, IJS and TPH have standing to enforce its terms.

203. Section 9.04 of the Operating Agreement precludes Cardone Ventures from engaging in “Competitive Opportunities,” meaning an “invest[ment]” in “Competitive Services.”

204. Upon information and belief, Cardone Ventures holds a convertible debt instrument in REVIV, a prohibited “invest[ment],” and REVIV offers “Competitive Services,” including “IV nutrient therapy” and “methylation therapy.”

205. Therefore, the REVIV deal was a prohibited “Competitive Opportunity” under Section 9.04.

206. Accordingly, the REVIV deal by Cardone Ventures breached Section 9.04 of the Operating Agreement.

207. Additionally, Dawson, as the Chairman, CEO, and Managing Partner of Cardone Ventures, possessed actual authority to act on behalf of Cardone Ventures with respect to third parties.

208. Dawson, at all material times, was acting on behalf and for the benefit of Cardone Ventures.

209. Cardone Ventures had the right to control the conduct of Dawson.

210. Section 8.02 of the Operating Agreement prohibited 10X Health from taking certain actions subject to the Blocking Rights.

211. Dawson purported to take action, in his capacity as CEO of 10X Health, while acting as an agent of Cardone Ventures, and executed the BSA with Cardone Ventures.

212. Executing the BSA was an action subject to the Blocking Rights.

213. IJS and TPH did not approve the BSA in writing, such that it was executed in subversion of the Blocking Rights.

214. Therefore, by effectively executing the BSA with itself in contravention of the Blocking Rights, Cardone Ventures breached Section 8.02 of the Operating Agreement.

215. Amending the Operating Agreement also was an action subject to the Blocking Rights.

216. Cardone Ventures purported to execute the Amended Agreement without the written consent of IJS and/or TPH and with complete and utter disregard for the November 18 Letters.

217. By taking further action in contravention of the Blocking Rights and executing the Amended Agreement, Cardone Ventures again breached Section 8.02 of the Operating Agreement.

218. As a direct and proximate result of Cardone Ventures' willful and intentional breaches, IJS & TPH suffered damages.

WHEREFORE, Plaintiffs IJS Presentations, LLC, and Turning Point Holdings, LLC, demand judgment for damages in excess of this Court's jurisdiction against Defendant Cardone Ventures, LLC, including but not limited to compensatory damages, costs of this action, interest, attorneys' fees, and other relief as this Court deems just and proper.

COUNT VII
BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING
(IJS & TPH Against Cardone Ventures)

219. Plaintiffs repeat and incorporate paragraphs 1 through 157, as if fully stated herein.

220. The Operating Agreement is a valid and enforceable contract, executed on September 16, 2021.

221. The Operating Agreement governs 10X Health, its manager Cardone Ventures, and its members IJS and TPH.

222. As members and signatories of the Operating Agreement, IJS and TPH have standing to enforce its terms.

223. As manager of 10X Health, Cardone Ventures is responsible for managing the “business, property, and affairs” of 10X Health pursuant to Section 8.01(a) of the Operating Agreement and has the sole discretion to exercise the Listing Authority under Section 8.01(b) of the Operating Agreement “without limitation.”

224. Cardone Ventures executed that discretionary authority in ways that were arbitrary and/or not consistent with IJS and TPH’s reasonable expectations under Section 8.01 of the Operating Agreement because, among other things, Cardone Ventures:

- a. exercised the Listing Authority to incorporate REVIV’s business into 10X Health, for the supposed benefit of 10X Health, as pretext for personally enriching Cardone Ventures through the labor and goodwill of 10X Health;
- b. engaged conflicted outside counsel to draft the Conversion Documents, the terms of which disproportionately favored Cardone Ventures;
- c. attempted to coerce Brecka and Worker, the individual representatives of IJS & TPH, to execute the Conversion Documents;
- d. diverted revenue from 10X Health to Cardone Ventures through an illusory BSA;
- e. refused to disclose the terms of the REVIV deal in connection with the C-Corp conversion; and
- f. misrepresented to IJS & TPH the urgency of the C-Corp conversion.

225. Cardone Ventures, therefore, willfully and intentionally breached the implied covenant of good faith and fair dealing in connection with the exercise of the Listing Authority.

226. As a direct and proximate result of Cardone Ventures' breach, IJS & TPH suffered damages.

WHEREFORE, Plaintiffs IJS Presentations, LLC, and Turning Point Holdings, LLC, demand judgment for damages in excess of this Court's jurisdiction against Defendant Cardone Ventures, LLC, including but not limited to compensatory damages, costs of this action, interest, attorneys' fees, and other relief as this Court deems just and proper.

Dated: December 26, 2024

Respectfully submitted,

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