

NORMAND DUPRE, in his official capacity as chief information officer of INVEST TO PROTECT OUR LAW ENFORCEMENT OFFICERS, INC., MICHAEL LETTS, individually, KAREN LETTS, individually, NORMAND DUPRE, individually, SALTY FIN HOLDINGS, LLC, a South Carolina limited liability company, and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages exceeding \$50,000.00, exclusive of interest, fees, and costs.

2. Plaintiff, THE SILENT PARTNER MARKETING, LLC (“SPM”), is a Florida limited liability company, with its principal place of business located at 111 Orange Avenue, Suite 302, Fort Pierce, St. Lucie County, Florida 34949, and is licensed to do business in the state of Florida.

3. Defendant, INVEST TO PROTECT OUR LAW ENFORCEMENT OFFICERS, INC. (“Invest”), is a South Carolina domestic nonprofit entity, with its principal place of business located at 10120 Two Notch Road, Suite 124, Columbia, SC, 22923. Invest may be served through its South Carolina Registered Agent, HDQRTRS, at PO BOX 8328 COLUMBIA, South Carolina 29202, or to an officer of the entity. Pursuant to Florida Statute 48.031(6)(a), Invest may be served by leaving a copy of the process with the person in charge of the mailbox. Pursuant to Florida Statute 48.031(1)(a), Invest may also be served at 10120 Two Notch Road, Suite 124, Columbia, SC 22923, which is an address found on Invest’s website; or at 12 B Clusters Court, Columbia, SC 29210, which is an address found on Invest’s LinkedIn and Invest’s 2022 IRS tax filing. If the registered agent cannot be served after one good faith attempt, service may be made upon any of the members of Invest, pursuant to Florida Statute 48.062(3) and 48.194(1).

4. Defendant, MICHAEL LETTS (“CEO”), in his official capacity, is the founder, president, and chief executive officer of Invest. CEO may be served in the same methods as Invest, or by service upon CEO individually. Upon information and belief, CEO may reside at 2 Stagbriar, Columbia, SC 29229.

5. Defendant, KAREN LETTS (“COO”), in her official capacity, is the chief operating officer of Invest. COO may be served in the same methods as Invest, or by service upon COO individually. Upon information and belief, COO may reside at 2 Stagbriar, Columbia, SC 29229.

6. Defendant, NORMAND DUPRE (“CIO”), in his official capacity, is the chief information officer of Invest. CIO may be served in the same methods as Invest, or by service upon CIO individually. Upon information and belief, CIO may reside at 514 S Maney Court, Hopkins, SC 29061 or 12927 Sugar Run Drive, Apartment 10306, Orlando, FL 32821.

7. Defendant, MICHAEL LETTS (“M Letts”), individually, is an individual and believed to be a resident of South Carolina. Upon information and belief, M Letts may reside at 2 Stagbriar, Columbia, SC 29229.

8. Defendant, KAREN LETTS (“K Letts”), individually, is an individual and believed to be a resident of South Carolina. Upon information and belief, K Letts may reside at 2 Stagbriar, Columbia, SC 29229.

9. Defendant, NORMAND DUPRE (“Dupre”), individually, is an individual and believed to be a resident of South Carolina. Upon information and belief, Dupre may reside at 514 S Maney Court, Hopkins, SC 29061 or 12927 Sugar Run Drive, Apartment 10306, Orlando, FL 32821.

10. Defendant, SALTY FIN HOLDINGS, LLC d/b/a Invest USA Ventures (“Salty Fin”), is a South Carolina domestic limited liability company. Salty Fin may be served through its South Carolina Registered Agent, MICHAEL LETTS, at 2 Stagbriar, Columbia, South Carolina 29229. Upon information and belief, Salty Fin is M Letts personal holding company, and Salty Fin was used as a pass-through or holding company to pay or receive funds related to the transactions at issue.

11. Plaintiff, SPM, is registered in, and conducts business in, St. Lucie County, Florida. Defendants entered into contracts with SPM in St. Lucie County, Florida. SPM’s services provided to Defendants are based in St. Lucie County, Florida. Defendants made payments to SPM in St. Lucie County, Florida. SPM’s causes of action accrued in St. Lucie County, Florida.

Defendants engaged in business in St. Lucie County, Florida. Defendants conducted tortious acts in St. Lucie County, Florida. As such, venue and jurisdiction are proper in St. Lucie County, Florida pursuant to Sections 48.193 and 47.011, *Florida Statutes*.

12. SPM has performed all conditions precedent to the maintenance of this action, or such conditions precedent have been excused or waived.

GENERAL ALLEGATIONS

13. SPM is in the business of brand, media, communications, public relations, and marketing strategy, services, and consulting.

14. Invest is a 501(c)(3) non-profit relating to law enforcement.

15. Sometime prior to April 3, 2024, Invest's CEO approached SPM, for SPM's assistance and services, relating to a complete brand overhaul, needing a new website, marketing vision, public relations, content production, and more for Invest. Invest, CEO, and M Letts faced massive challenges, such as: (i) M Letts/CEO stated he had been politically targeted by a rogue sheriff, allegedly prosecuting him on false charges that he molested his own daughter, which resulted in negative media exposure and a significant negative impact on the non-profit organization¹; (ii) M Letts was charged in 2022 for shoplifting, which is still pending in Richland County, South Carolina²; (iii) Despite the Defendants' portrayal that Invest had a huge audience and vibrant programs, it was quickly identified that Invest didn't truly have a "real" audience, as their previous marketing agency bought "bot followers" and admitted to same; further, Invest's overwhelming revenue stream was through direct mail campaigns where the majority of the money went to the direct mail companies. Simply put, the Invest brand needed a complete overhaul – new websites, marketing vision, public relations, content production and more.

16. Between April 2024 and October 2024, Invest entered into three separate agreements with SPM for marketing, media, and related services.

17. On April 3, 2024, CEO, on behalf of Invest, executed a first contract with SPM, with a scope of work of a marketing blueprint ("First Contract"). See First Contract, attached and incorporated hereto as **Exhibit "A"**. The First Contract was for a one-time flat fee of \$25,000.00.

18. On April 24, 2024, SPM delivered the marketing blueprint to Invest, pursuant to the First Contract.

19. Invest satisfied with SPM's performance and services under the First Contract, then requested further services from SPM.

¹ <https://apnews.com/general-news-ade15a33b9beaae4d0f9c16f94a6e46f>;
<https://www.abccolumbia.com/2020/04/02/sc-candidate-charged-with-criminal-sexual-conduct-with-a-minor/>;
<https://abcnews4.com/news/crime-news/deputies-bulletproof-vest-charity-ceo-charged-with-rape>;
<https://conwebwatch.org/2024/06/19/despite-his-pending-criminal-charges-wnd-and-newsmax-still-publish-columns-by-michael-letts/>.

² State of South Carolina vs. Michael Allan Letts, Richland County, 2022A4010200395,
<https://publicindex.sccourts.org/Richland/PublicIndex/CaseDetails.aspx?County=40&CourtAgency=40101&Casenum=2022A4010200395&CaseType=C&HKey=98120117698966678876758610311250748178737852104707110110812143437511350117116817411682658310175116111>.

20. On May 8, 2024, SPM presented Invest with a second contract for marketing services relating to social media and content support ("Second Contract"). 21. On May 20, 2024, CEO, on behalf of Invest, executed the Second Contract. *See* Second Contract, attached and incorporated hereto as **Exhibit "B"**. The Second Contract was for a one-time set up fee of \$10,000.00, with a monthly \$10,000.00 fee (starting the first month, separate from the one-time set up fee).

22. Invest again satisfied with SPM's performance and services under the Second Contract, then requested additional services from SPM.

23. On August 23, 2024, SPM presented Invest with a third contract for marketing services relating to video support ("Third Contract"), for an engagement beginning October 1, 2024. *See* Third Contract, attached and incorporated hereto as **Exhibit "C"**. The Third Contract was for a monthly \$10,000.00 fee (starting the first month, no one-time set up fee).

24. Despite affirmative statements, by both M Letts and K Letts, that the Third Contract was executed by Invest and sent to SPM's bookkeeper, it appears that was false. Nonetheless, SPM performed and delivered their services, under the Third Contract, to Invest. Invest received, accepted, acknowledged, approved, and used SPM's services under the Third Contract. Further, Invest made payments under the Third Contract.

25. On December 10, 2024, M Letts, on behalf of Salty Fin, wrote a check to SPM for

\$20,000.00. *See* Salty Fin Check, attached and incorporated hereto as **Exhibit “D”**. 26.

Defendants made payments to SPM, starting May 6, 2024, with the last payment received on April 23, 2025.

27. More specifically, as the First Contract for a marketing blueprint for a one-time flat fee of \$25,000.00, Defendants made payments on May 6, 2024 (\$5,000), June 26, 2024 (\$5,000), and December 1, 2024 (\$7,500), totaling \$17,500 in payments made, leaving a remaining principal balance of \$7,500 (invoice # 2683), which is now \$10,244.22 with interest. *See* Invest History, attached and incorporated hereto as **Exhibit “E”**; Invest Statement, attached and incorporated hereto as **Exhibit “F”**.

28. As to the Second Contract for social media marketing for a one-time set up fee of \$10,000.00 and a monthly \$10,000.00 fee, SPM provided services for thirteen months, resulting in \$140,000 in invoices relating to the Second Contract. However, starting with the November 1, 2024 invoice, Defendants requested that SPM combine the Second and Third Contract monthly invoices for \$10,000 each, into one \$20,000 invoice. As such, prior to the combining of invoices beginning November 1, 2024, on the Second Contract invoices alone, there were six invoices resulting in \$70,000. Defendants made payments on June 3, 2024 (\$5,000), August 1, 2024 (\$5,000), September 2, 2024 (\$10,000), December 3, 2024 (\$10,000), December 6, 2024 (\$10,000), and December 17, 2024 (\$12,500), totaling \$52,500 in payments made, leaving a remaining principal balance of \$17,500 (invoices # 2673, 2688, 2704), which is now \$28,924.16 with interest. The remaining Second Contract outstanding invoices are discussed below. *See Exhibits “E” and “F”*.

29. As to the Third Contract for the addition of video production for a monthly \$10,000.00 fee, SPM provided services for seven months, beginning November 1, 2024, however, as mentioned above, beginning with the November 1 invoice, Defendants requested that SPM combine the Second and Third Contract invoices, resulting in \$140,000 in invoices relating to the Second and Third Contracts, beginning November 1, 2024. Defendants made payments on October 6, 2024 (\$5,000), November 4, 2024 (\$10,000), January 14, 2025

(\$10,000), January 28, 2025 (\$5,000), February 28, 2025 (\$10,000), March 7, 2025 (\$10,000), April 15, 2025 (\$10,000), totaling \$60,000 in payments made, leaving a remaining principal balance of \$80,000 (invoices # 2770, 2792, 2825, 2840, 2849, 2869, 2884), which is now \$110,298.50 with interest. See Exhibits “E” and “F”.

30. As of September 9, 2025, SPM is currently owed \$151,246.45, including interest, but exclusive of attorneys’ fees, and costs, for the following invoices:

Date Issued	Invoice #	Amount	Paid	Open Amount
03/28/24	2637	\$12,500.00	\$12,500.00	\$0.00
05/22/24	2667	\$12,500.00	\$12,500.00	\$0.00
06/01/24	2673	\$12,247.97	\$5,000.00	\$7,247.97
06/24/24	2683	\$15,244.22	\$5,000.00	\$10,244.22
07/01/24	2688	\$14,450.72	\$0.00	\$14,450.72
07/08/24	2697	\$257.87	\$257.87	\$0.00
08/01/24	2704	\$12,225.47	\$5,000.00	\$7,225.47
08/14/24	2716	\$425.96	\$425.96	\$0.00
09/01/24	2751	\$10,000.00	\$10,000.00	\$0.00
10/01/24	2770	\$24,751.94	\$10,000.00	\$14,751.94
11/01/24	2792	\$25,121.00	\$10,000.00	\$15,121.00
12/01/24	2810	\$20,000.00	\$20,000.00	\$0.00
01/01/25	2825	\$24,450.95	\$10,000.00	\$14,450.95
02/01/25	2840	\$24,450.72	\$10,000.00	\$14,450.72
03/01/25	2849	\$23,812.81	\$10,000.00	\$13,812.81
03/03/25	2857	\$1,779.57	\$0.00	\$1,779.57
04/01/25	2869	\$23,400.95	\$10,000.00	\$13,400.95

05/01/25	2884	\$24,310.13	\$0.00	\$24,310.13
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TOTALS		\$282,501.42	\$131,254.97	\$151,246.45
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See Exhibits “E” and “F”.

31. SPM far surpassed contracted for delivery terms of service, with Defendants never raising any concerns or issues with SPM’s services. In fact, to this day, Defendants continue to use and publicly display SPM’s delivered products/services, reaffirming Defendants acceptance, acknowledgment and satisfaction of SPM’s services.

32. Despite the three contracts, agreed upon work schedule and deliverables, completion of services by SPM, Defendants acceptance and satisfaction of same, and representations made by Defendants to complete payment, Defendants failed to pay remaining invoice debt despite multiple demands by SPM.

33. To date, Defendants have continued to use SPM’s delivered services/products for monetary gain, despite failure to pay SPM for same.

34. Upon information and belief, Defendants never intended to fully make payment under the three contracts.

35. Upon information and belief, Defendants intentionally deceived and induced SPM to perform services for which Defendants never intended to pay for.

36. Defendants made false representations to SPM that services were satisfactory and payment was going to be made, but then never made payment which continuing to accept and use SPM’s services/products to this day.

37. Upon information and belief, Defendants actively concealed their actions from SPM—actions which include using SPM’s services/products for Defendants’ gain and representing payment was going to be made, when it was not and never would be.

38. Invest, CEO, COO, M Letts, and K Letts have consistently and frequently made false statements, claims and actions, intended to defraud, mislead, deceive, induce, misuse, and misappropriate SPM, as well as donors, the public, and the media. Examples of such statements, claims, and actions include: (i) that M Letts/CEO has military special forces and law enforcement

credentials to secure funding and goodwill, despite investigations discovering that M Letts/CEO has *never* served in either capacity; (ii) claims that Invest was generating millions of dollars in revenue through direct mail solicitation and public relations campaigns, deceiving the public/donors/SPM referring to M Letts/CEO as “America’s Top Cop”, despite him never being involved in the military or law enforcement, a grotesque misrepresentation and potential violations of nonprofit fundraising regulations; (iii) that M Letts/CEO is personally protected by an “armed drone” that follows him around 24/7; (iv) that M Letts/CEO is best friends with President Trump and they are always on the phone, talking daily; (v) claims that the Invest Facebook page was “hacked” and Invest had not had access to the Facebook page for years and wasn’t responsible for the content posted, despite an extensive paper trail showing that Invest had access the entire time, as well as approving all content that had been posted; (vi) K Letts/COO removal of SPM’s posts to Invest’s Facebook page, then after removing SPM’s access, claiming that SPM hadn’t completed the required posting, despite SPM having undisputed proof of these false allegations via a third-party social media service that SPM retains, showing that Invest had access the entire time, as well as the fact that Invest revoked SPM’s access; (vii) claiming that after SPM paused services that SPM then bought the “bots”, despite SPM having identified over a year ago before SPM’s involvement that “bots” were previously purchased by Invest and/or Invest’s previous marketing firm; (viii) repeated attempts to pass off SPM’s audience of nearly five million followers as Invest’s own, to secure contracts, sponsorship and funding; (ix) regular attempts to use SPM’s connections and relationships with the current government administration to secure governmental appointments; (x) statements and acknowledgements that media, marketing, and public relations efforts were actually designed to grow M Letts personal brand, launch his future Congressional campaign, or secure a federal appointment, under the cover of Invest and Invest’s funds, potential violations of nonprofit fundraising regulations and campaign finance regulations; (xi) while SPM had potential donors and sponsors at a private residence, K Letts/COO walked around nude; and (xii) Defendants have a recorded history and track record of defrauding multiple other vendors, by racking up debts and stiffing vendors, exactly what Defendants did to SPM.

39. Additionally, Defendants have used SPM, without SPM's prior knowledge, to defraud the current Federal Bureau of Investigations ("FBI") Director, Kash Patel's, foundation (the "Kash Patel Foundation) of a \$10,000 grant. Defendants had SPM apply for and ultimately secure a \$10,000 grant from the Kash Patel Foundation, specifically intended and earmarked for the production of a pilot episode of a series, that SPM was producing for Defendants, called Law Enforcement Today. However, despite SPM securing the grant for Defendants and Defendants receiving the \$10,000 grant from the Kash Patel Foundation, Defendants never transferred the received grant funds to SPM for the production of the show. When SPM inquired about Defendants forwarding the grant funds to SPM, Defendants stated that they could use the grant funds however they see fit, which upon SPM's information and belief is inherently false, and could potentially subject both SPM and Defendants to liability.

40. Further, some of these statements and actions have caused reputational harm to SPM, as other entities and persons have been made aware of same. SPM brought these issues to the attention of Defendants, informing Defendants that these statements have specifically lost Invest potential sponsors, after sponsors found out about these statements.

41. On or about July 14, 2025, SPM sent a demand letter to Defendants, of which Defendants completely failed to respond to.

42. All other conditions precedent to the maintenance of this action have been performed, have occurred or have been waived.

COUNT I – BREACH OF CONTRACT
(AGAINST INVEST)

43. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

44. SPM and Invest entered into written contracts for products/services. *See Exhibits "A" and "B"*.

45. The contracts are a valid and enforceable agreements.

46. Invest breached the contracts by accepting, acknowledging, and using SPM's products/services, but yet failing to pay SPM for said products/services.

47. SPM has demanded that Invest comply with its contractual obligations, but Invest has failed to do so.

48. As a direct and proximate result of Invest's material breach of the contracts, SPM has suffered and will continue to suffer damages, including but not limited to, current and future lost profits; prejudgment interest; incidental and consequential damages, attorney's fees and costs, and other special and exemplary damages.

WHEREFORE, SPM demands judgment against Invest for damages, current and future lost profits, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

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COUNT II – BREACH OF IMPLIED-IN-FACT CONTRACT
(AGAINST INVEST)

49. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

50. On August 23, 2024, SPM presented Invest with a third contract for marketing services relating to video support ("Third Contract"), for an engagement beginning October 1, 2024. See **Exhibit "C"**. The Third Contract was for a monthly \$10,000.00 fee (starting the first month, separate from the one-time set up fee).

51. Despite affirmative statements that the Third Contract was executed by Invest and sent to SPM's bookkeeper, it appears that was false. Nonetheless, SPM performed and delivered their services, under the Third Contract, to Invest.

52. Invest's conduct, words, actions, and knowledge, all give rise to an implied-in-fact contract.

53. Invest received, accepted, acknowledged, approved, and used SPM's services under the Third Contract. Further, Invest made payments under the Third Contract. 54. The parties agreed to perform certain obligations. SPM agreed to deliver services and Invest agreed to pay.

55. SPM delivered services.

56. Invest accepted, acknowledged, and used services.

57. Invest made partial payments under the Third Contract.

58. Invest has breached by failing to pay the Third Contract in full.

59. SPM has suffered damages due to Invest's failure to perform under the implied contract, by failing to fully pay for services.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT III – BREACH OF IMPLIED-IN-LAW CONTRACT
(AGAINST INVEST)

60. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

61. On August 23, 2024, SPM presented Invest with a third contract for marketing services relating to video support ("Third Contract"), for an engagement beginning October 1, 2024. *See Exhibit "C"*. The Third Contract was for a monthly \$10,000.00 fee (starting the first month, separate from the one-time set up fee).

62. Despite affirmative statements that the Third Contract was executed by Invest and sent to SPM's bookkeeper, it appears that was false. Nonetheless, SPM performed and delivered their services, under the Third Contract, to Invest. Invest received, accepted, acknowledged, approved, and used SPM's services under the Third Contract. Further, Invest made payments under the Third Contract.

63. The parties agreed to perform certain obligations. SPM agreed to deliver services and Invest agreed to pay.

64. SPM delivered services, conferring a benefit upon Invest.

65. Invest accepted, acknowledged, and used services, having knowledge, accepting, and retaining the benefit conferred.

66. Invest made partial payments under the Third Contract.

67. Invest has breached by failing to pay the Third Contract in full.

68. It would be inequitable for Invest to retain the benefit without paying fair value for it.

69. SPM has suffered damages due to Invest's failure to perform under the implied contract, by failing to fully pay for services.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT IV – UNJUST ENRICHMENT
(AGAINST INVEST)

70. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

71. SPM has conferred benefits upon Invest, via performance and delivery of services and products.

72. Invest has acknowledged, accepted, used, and retained the benefit conferred of SPM's performance and delivery of services and products.

73. SPM far surpassed the contracted for deliverables/services/products. 74. It would be inequitable for Invest to retain the benefit without paying fair value for it.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

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COUNT V – UNJUST ENRICHMENT
(AGAINST CEO)

75. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

76. SPM has conferred benefits upon CEO, via performance and delivery of services and products.

77. CEO has acknowledged, accepted, used, and retained the benefit conferred of SPM's

performance and delivery of services and products.

78. SPM far surpassed the contracted for deliverables/services/products. 79. It would be inequitable for CEO to retain the benefit without paying fair value for it.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT VI – UNJUST ENRICHMENT
(AGAINST COO)

80. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

81. SPM has conferred benefits upon COO, via performance and delivery of services and products.

82. COO has acknowledged, accepted, used, and retained the benefit conferred of SPM's performance and delivery of services and products.

83. SPM far surpassed the contracted for deliverables/services/products.

84. It would be inequitable for COO to retain the benefit without paying fair value for it.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT VII – UNJUST ENRICHMENT
(AGAINST CIO)

85. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

86. SPM has conferred benefits upon CIO, via performance and delivery of services and products.

87. CIO has acknowledged, accepted, used, and retained the benefit conferred of SPM's performance and delivery of services and products.

88. SPM far surpassed the contracted for deliverables/services/products. 89. It would be inequitable for CIO to retain the benefit without paying fair value for it.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT VIII – ACCOUNTS STATED
(AGAINST INVEST)

90. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

91. There is an agreement between SPM and Defendants, including Invest, that a certain balance is correct and due.

92. Defendants, including Invest, promised to pay this balance.

93. The balance due by Defendants, including Invest, is sum certain and SPM can prove same. *See Exhibits “E” and “F”*.

94. Invest is indebted to SPM in this sum certain.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT IX – ACCOUNTS STATED
(AGAINST CEO)

95. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

96. There is an agreement between SPM and Defendants, including CEO, that a certain balance is correct and due.

97. Defendants, including CEO, promised to pay this balance.

98. The balance due by Defendants, including CEO, is sum certain and SPM can prove same. *See Exhibits “E” and “F”*.

99. CEO is indebted to SPM in this sum certain.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

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COUNT X – ACCOUNTS STATED
(AGAINST COO)

100. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

101. There is an agreement between SPM and Defendants, including COO, that a certain balance is correct and due.

102. Defendants, including COO, promised to pay this balance.

103. The balance due by Defendants, including COO, is sum certain and SPM can prove same. *See Exhibits “E” and “F”*.

104. COO is indebted to SPM in this sum certain.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XI – ACCOUNTS STATED
(AGAINST CIO)

105. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

106. There is an agreement between SPM and Defendants, including CIO, that a certain balance is correct and due.

107. Defendants, including CIO, promised to pay this balance.

108. The balance due by Defendants, including CIO, is sum certain and SPM can prove same. *See Exhibits “E” and “F”*.

109. CIO is indebted to SPM in this sum certain.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XII – CIVIL CONSPIRACY
(AGAINST INVEST)

110. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

111. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to never intend to fully pay SPM for the services delivered. 112. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to induce SPM to continue performing services, despite conspiring to never actually fully pay, by making partial payments, including a December 10, 2024 payment by Salty Fin, as well as further reassurances that additional payments would be forthcoming. These partial payments and reassurances were overt acts in pursuance of the conspiracy. 113. SPM has been damaged by the conspiracy.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XIII – CIVIL CONSPIRACY
(AGAINST CEO)

114. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

115. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to never intend to fully pay SPM for the services delivered.

116. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to induce SPM to continue performing services, despite conspiring to never actually fully pay, by making partial payments, including a December 10, 2024 payment by Salty Fin, as well as further reassurances that additional payments would be forthcoming. These partial

payments and reassurances were overt acts in pursuance of the conspiracy.

117. SPM has been damaged by the conspiracy.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XIV – CIVIL CONSPIRACY
(AGAINST SALTY FIN)

118. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

119. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to never intend to fully pay SPM for the services delivered. 120. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to induce SPM to continue performing services, despite conspiring to never actually fully pay, by making partial payments, including a December 10, 2024 payment by Salty Fin, as well as further reassurances that additional payments would be forthcoming. These partial payments and reassurances were overt acts in pursuance of the conspiracy. 121. SPM has been damaged by the conspiracy.

WHEREFORE, SPM demands judgment against Salty Fin for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XV – CIVIL CONSPIRACY
(AGAINST M LETTS)

122. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

123. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to never intend to fully pay SPM for the services delivered. 124. Upon information and belief, Defendants, including Invest, CEO, M Letts, and Salty Fin, conspired to induce SPM to continue performing services, despite conspiring to never actually fully pay, by

making partial payments, including a December 10, 2024 payment by Salty Fin, as well as further reassurances that additional payments would be forthcoming. These partial payments and reassurances were overt acts in pursuance of the conspiracy. 125. SPM has been damaged by the conspiracy.

WHEREFORE, SPM demands judgment against M Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XVI – OPEN ACCOUNT
(AGAINST INVEST)

126. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

127. SPM performed work and labor for Defendants, including Invest.

128. Invest has failed to fully pay for SPM's work and labor.

129. There is an unsettled debt arising from SPM's work and labor, of which an itemized statement of underlying charges exists. *See Exhibits "E" and "F"*.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XVII – OPEN ACCOUNT
(AGAINST CEO)

130. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

131. SPM performed work and labor for Defendants, including CEO.

132. CEO has failed to fully pay for SPM's work and labor.

133. There is an unsettled debt arising from SPM's work and labor, of which an itemized statement of underlying charges exists. *See Exhibits "E" and "F"*.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief

deemed just and proper.

COUNT XVIII – OPEN ACCOUNT
(AGAINST COO)

134. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

135. SPM performed work and labor for Defendants, including COO.

136. COO has failed to fully pay for SPM's work and labor.

137. There is an unsettled debt arising from SPM's work and labor, of which an itemized statement of underlying charges exists. *See Exhibits "E" and "F"*.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XIX – OPEN ACCOUNT
(AGAINST CIO)

138. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

139. SPM performed work and labor for Defendants, including CIO.

140. CIO has failed to fully pay for SPM's work and labor.

141. There is an unsettled debt arising from SPM's work and labor, of which an itemized statement of underlying charges exists. *See Exhibits "E" and "F"*.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XX – FRAUD
(AGAINST INVEST)

142. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

143. Defendants, including Invest, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

144. Defendants, including Invest, knew these statements were false.

145. Defendants, including Invest, made these statements to induce SPM to continue to perform under the contracts.

146. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXI – FRAUD
(AGAINST CEO)

147. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

148. Defendants, including CEO, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

149. Defendants, including CEO, knew these statements were false.

150. Defendants, including CEO, made these statements to induce SPM to continue to perform under the contracts.

151. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXII – FRAUD
(AGAINST COO)

152. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

153. Defendants, including COO, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

154. Defendants, including COO, knew these statements were false.

155. Defendants, including COO, made these statements to induce SPM to continue to perform under the contracts.

156. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXIII – FRAUD
(AGAINST CIO)

157. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

158. Defendants, including CIO, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

159. Defendants, including CIO, knew these statements were false.

160. Defendants, including CIO, made these statements to induce SPM to continue to perform under the contracts.

161. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXIV – FRAUD
(AGAINST M LETTS)

162. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

163. Defendants, including M Letts, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

164. Defendants, including M Letts, knew these statements were false.

165. Defendants, including M Letts, made these statements to induce SPM to continue to perform under the contracts.

166. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against M Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXV – FRAUD
(AGAINST K LETTS)

167. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

168. Defendants, including K Letts, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

169. Defendants, including K Letts, knew these statements were false.

170. Defendants, including K Letts, made these statements to induce SPM to continue to perform under the contracts.

171. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against K Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXVI – FRAUD
(AGAINST DUPRE)

172. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

173. Defendants, including Dupre, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

174. Defendants, including Dupre, knew these statements were false.

175. Defendants, including Dupre, made these statements to induce SPM to continue to perform under the contracts.

176. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Dupre for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXVII – FRAUD IN THE INDUCEMENT
(AGAINST INVEST)

177. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

178. Defendants, including Invest, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

179. Defendants, including Invest, knew these statements were false.

180. Defendants, including Invest, made these statements to induce SPM to continue to perform under the contracts.

181. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXVIII – FRAUD IN THE INDUCEMENT
(AGAINST CEO)

182. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

183. Defendants, including CEO, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

184. Defendants, including CEO, knew these statements were false.

185. Defendants, including CEO, made these statements to induce SPM to continue to perform under the contracts.

186. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXIX – FRAUD IN THE INDUCEMENT
(AGAINST COO)

187. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

188. Defendants, including COO, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

189. Defendants, including COO, knew these statements were false.

190. Defendants, including COO, made these statements to induce SPM to continue to perform under the contracts.

191. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXX – FRAUD IN THE INDUCEMENT
(AGAINST CIO)

192. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

193. Defendants, including CIO, made false statements of material fact, as to Defendants

ability and willingness to pay SPM.

194. Defendants, including CIO, knew these statements were false.

195. Defendants, including CIO, made these statements to induce SPM to continue to perform under the contracts.

196. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXI – FRAUD IN THE INDUCEMENT
(AGAINST M LETTS)

197. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

198. Defendants, including M Letts, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

199. Defendants, including M Letts, knew these statements were false.

200. Defendants, including M Letts, made these statements to induce SPM to continue to perform under the contracts.

201. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against M Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXII – FRAUD IN THE INDUCEMENT
(AGAINST K LETTS)

202. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

203. Defendants, including K Letts, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

204. Defendants, including K Letts, knew these statements were false.

205. Defendants, including K Letts, made these statements to induce SPM to continue to perform under the contracts.

206. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against K Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXIII – FRAUD IN THE INDUCEMENT
(AGAINST DUPRE)

207. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

208. Defendants, including Dupre, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

209. Defendants, including Dupre, knew these statements were false.

210. Defendants, including Dupre, made these statements to induce SPM to continue to perform under the contracts.

211. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Dupre for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXIV – FRAUDULENT MISREPRESENTATION
(AGAINST INVEST)

212. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

213. Defendants, including Invest, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

214. Defendants, including Invest, knew these statements were false.

215. Defendants, including Invest, made these statements to induce SPM to continue to perform under the contracts.

216. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Invest for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXV – FRAUDULENT MISREPRESENTATION
(AGAINST CEO)

217. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

218. Defendants, including CEO, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

219. Defendants, including CEO, knew these statements were false.

220. Defendants, including CEO, made these statements to induce SPM to continue to perform under the contracts.

221. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CEO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXVI – FRAUDULENT MISREPRESENTATION
(AGAINST COO)

222. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

223. Defendants, including COO, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

224. Defendants, including COO, knew these statements were false.

225. Defendants, including COO, made these statements to induce SPM to continue to perform under the contracts.

226. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against COO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXVII – FRAUDULENT MISREPRESENTATION
(AGAINST CIO)

227. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

228. Defendants, including CIO, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

229. Defendants, including CIO, knew these statements were false.

230. Defendants, including CIO, made these statements to induce SPM to continue to perform under the contracts.

231. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against CIO for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXVIII – FRAUDULENT MISREPRESENTATION
(AGAINST M LETTS)

232. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

233. Defendants, including M Letts, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

234. Defendants, including M Letts, knew these statements were false.

235. Defendants, including M Letts, made these statements to induce SPM to continue to perform under the contracts.

236. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against M Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXIX – FRAUDULENT MISREPRESENTATION
(AGAINST K LETTS)

237. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

238. Defendants, including K Letts, made false statements of material fact, as to Defendants ability and willingness to pay SPM.

239. Defendants, including K Letts, knew these statements were false.

240. Defendants, including K Letts, made these statements to induce SPM to continue to perform under the contracts.

241. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against K Letts for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

COUNT XXXX – FRAUDULENT MISREPRESENTATION
(AGAINST DUPRE)

242. The allegations of paragraphs 1 through 42 above are re-alleged and incorporated herein.

243. Defendants, including Dupre, made false statements of material fact, as to

Defendants ability and willingness to pay SPM.

244. Defendants, including Dupre, knew these statements were false.

245. Defendants, including Dupre, made these statements to induce SPM to continue to perform under the contracts.

246. SPM justifiably relied on these false statements, including statements that payments were forthcoming, and continued to perform under the contracts, resulting in damages to SPM.

WHEREFORE, SPM demands judgment against Dupre for damages, pre and post judgment interest, consequential damages, attorney's fees and costs, and any and all other relief deemed just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury for all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing will be served on Defendants along with the Summons in this action.

DATED: September 18, 2025 **GRAY|ROBINSON, P.A.**

/s/ Jason B. Burnett

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