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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91268914
Party	Defendant Inskeep, Mathew
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Date	06/04/2021
Attachments	MotionSuspendOppositionCivilAction060321.pdf(352597 bytes ) Pages1_30 from COMPLAINT 11-19-2020 - Complaint - Reduced.pdf(210097 bytes ) COMPLAINT 03-23-2020 Second Amended Complaint for Dec Relief Against Baccus Members w. Exhibits.pdf(220392 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**Before the Trademark Trial and Appeal Board**

BACCUS GLOBAL LLC	)	In the Matter of Serial No. 90/136,210
Opposer,	)	Mark: AUTOSTOP
	)	Filing Date: August 25, 2020
v.	)	Publication Date: March 23, 2021
	)	Opposition No. 91268914
MATHEW INSKEEP,	)	
Applicant.	)	

**APPLICANT’S MOTION TO SUSPEND FOR CIVIL ACTION**

Pursuant to TBMP § 510.02(a) Applicant, MATHEW INSKEEP (“Inskeep”), respectfully requests that the Board enter an Order suspending this Opposition proceeding pending the resolution of a lawsuit filed by Applicant, Mathew Inskeep against Opposer, Baccus Global LLC (“Baccus”) which is directed to issues that would be dispositive of this Opposition.

Opposer alleges, as grounds upon which its opposition action relies, that prior to Applicant’s filing date, Opposer used, and is now using, the mark AUTOSTOP in connection with automotive accessory products, including battery jump starters incorporating compressors, power conversion devices incorporating compressors, compressors, and inflators, distributed and sold by Opposer in commerce and that it would be damaged by registration of Applicant’s trademark application for the same mark for nearly identical goods.

On 11-19-2020 and 3-19-2021 Inskeep filed separate actions against Opposer in the Circuit Court of the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida (Case Numbers Case 9:20-cv-82127-XXXX and 502020CA003554XXXXMB, attached as Exhibit A), both alleging that Applicant was the founder and principal member of Opposer and, as a result of wrong-doing within members of the operating LLC, was inappropriately removed from authority over Opposer entity (Baccus) through use of forged documents and other fraudulent actions on the part of other

members of Opposer. The resolution of the Circuit Court action will necessarily resolve the now-disputed ownership and control questions regarding Opposer which will, in turn, resolve the issues raised in the pending TTAB trademark opposition action.

Although the United States Supreme Court has held that issue preclusion in federal district court can be based on a decision by the Board in a case in which the ordinary elements of issue preclusion are met, B&B Hardware, Inc. v. Hargis Indus., Inc., 113 USPQ2d 2045 (2015), the Board's policy to suspend in favor of a civil action has not changed. A civil action may involve other matters outside Board jurisdiction and may consider broader issues beyond right to registration and, therefore, judicial economy is usually served by suspension. TBMP § 510.02(a).

The determination of the causes of action raised in the Civil Actions are necessarily dispositive of the cause raised in this Opposition proceeding. Resolution of the Civil Action in favor of Inskip and against Opposer would eliminate Opposer's claim against Inskip in this Opposition. In Opposer's own Notice of Opposition, Opposer acknowledges that civil cases are currently pending which involve the subject matter of this Opposition.

WHEREFORE, for the reasons set forth above, Inskip respectfully requests that the Board suspend this Opposition proceeding pending the resolution of the Civil Action.

Dated: June 4, 2021

Respectfully submitted,

McHale & Slavin, P.A.

By: /s/ Carl J. Spagnuolo

Carl J. Spagnuolo

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# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

CASE NO.

MATHEW INSKEEP, individually, and  
THE CONSUMER GROUP, LLC, a Florida  
Limited Liability Company,

Plaintiffs,

v.

BACCUS GLOBAL, LLC, a Florida  
Limited Liability Company,

Defendant.

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**COMPLAINT**

Plaintiff, Mathew Inskeep, individually, and Plaintiff, The Consumer Group, LLC, by and through undersigned counsel, hereby sue Defendant, Baccus Global, LLC, and in support thereof, allege the following:

**JURISDICTION, PARTIES AND VENUE**

1. This Complaint includes claims for trademark infringement under 15 U.S.C. § 1051 et seq., for unfair competition and false designation of origin in violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125(a), and for common law and state law trademark infringement and unfair competition. This Court has jurisdiction over these claims pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a)-(b), and 28 U.S.C. § 1367.

2. Venue is proper, *inter alia*, under 28 U.S.C. §§ 1391(b)-(c) and 1400(b) because the events or omissions giving rise to the claims occurred in this judicial district.

3. The Court has personal jurisdiction over the Defendant because it transacts business in this district and markets and sells products that incorporate and/or utilize the subject trademarks in

Florida and throughout the United States. The Defendant has specifically committed acts of infringement in this judicial district.

4. Plaintiff, The Consumer Group, LLC (also referred to as “The Consumer Group”) is a Florida Limited Liability Company with its principal place of business located in Palm Beach County, Florida.

5. Plaintiff, Mathew Inskeep (also referred to as “Inskeep”), is an individual residing in Palm Beach County, Florida and is otherwise, *sui juris*.

6. Defendant, Baccus Global, LLC is a Florida Limited Liability Company (also referred to as “Baccus Global” and the “Defendant”) with its principal place of business located in Palm Beach County, Florida.

#### **FACTS COMMON TO ALL CAUSES OF ACTION**

##### **A. The History of Mathew Inskeep, The Consumer Group, LLC, & Baccus Global, LLC.**

7. On or about May 23, 2008, Plaintiff, Mathew Inskeep, as sole Member and Manager, created the entity Baccus Global, LLC, for the purpose of marketing and selling consumer products. *See* Articles of Organization, attached hereto as **Exhibit “A.”**

8. Countless Baccus Global products, packaging, web information, and instruction booklets utilize The Consumer Group’s and Inskeep’s trademarks, which are all ultimately placed before Baccus Global’s customers—including but are not limited to Walmart, Home Depot, and Costco.

9. At Baccus Global’s inception, Inskeep was the sole Member, Manager, and President responsible for all final decisions affecting Baccus Global. Since 2008, through Inskeep’s efforts, Baccus Global has grown from a three (3) person company with its headquarters in Boca Raton,

Florida, to a 32-person company with office locations and/or distribution centers across North America and annual revenue in excess of One Hundred Million Dollars (\$100,000,000.00) in 2019.

10. Baccus Global's product line includes but is not necessarily limited to the following products:

- a. Power Stations;
- b. Jump Starters;
- c. Battery Chargers;
- d. Power Inverters;
- e. Lighting; and
- f. Air Compressors.

11. As the founder of Baccus Global, Inskeep has at all material times been the life-blood of Baccus Global. To wit, Inskeep invented the vast majority of Baccus Global's products, developed the majority of and the integral Baccus Global industry relationships, and has been the primary innovator for new product development for Baccus Global.

12. As primary innovator and product developer for Baccus Global, Inskeep created numerous trademarks utilized in the marketing and sale of Baccus Global's products. Trademarks utilized in the marketing and sale of Baccus Global products are owned by Inskeep, individually, or by The Consumer Group, identified further below.

13. On or about September 5, 2008, Plaintiff, Mathew Inskeep, created the entity The Consumer Group, LLC, for the principal purpose of holding and owning intellectual property—including most critically the trademarks particularly described herein. The Consumer Group is a separate entity and is protected from other companies. The assets, including the trademarks, can be utilized solely at Inskeep's discretion. *See* Articles of Organization, attached hereto as **Exhibit "B."**

At all material times, Inskeep has been the sole Member and Manager of The Consumer Group and currently is the sole Member and Manager of The Consumer Group with sole authority to act on behalf of The Consumer Group and make exclusive decisions with regard to the subject trademarks.

14. Shortly after the formation of Baccus Global, Inskeep allowed Ling To Shum to join Baccus Global. Inskeep, as Baccus Global's CEO and President, retained ultimate decision-making authority as to any matter effecting Baccus Global with authority to veto Ling To Shum.

15. At the time Ling To Shum affiliated with Baccus Global, he was Chinese national acting primarily as liaison between Baccus Global and the manufacturing facilities in Asia, Sunlux International, LTD. Because of his Chinese nationality, Ling To Shum was limited in his ability to conduct business in the United States and/or to act on behalf of Baccus Global and applied for a Permanent Residency Card (Green Card) with the assistance of Inskeep.

16. Upon information and belief, after Ling To Shum obtained his Green Card and was able to lawfully reside in the United States and conduct business in the United States, he then conspired with others in Baccus Global to oust Inskeep and take control of Baccus Global which culminated with a company lock-out of Inskeep in February of 2020.

17. Since February of 2020 and to date, Ling To Shum has acted and continues to act without authority on behalf of Baccus Global and continues to market and sell Baccus Global's product line that bear trademarks solely owned by The Consumer Group and Inskeep, individually, identified with specificity below.



**B. Mathew Inskeep's & The Consumer Group, LLC's Trademarks.**

18. Inskeep, in his capacity as sole Managing Member of The Consumer Group, has created and registered forty-four (44) separate trademarks with the United States Patent and Trademark Office. *See* List of The Consumer Group's and Mathew Inskeep's Trademarks, attached hereto as **Exhibit "C."**

19. Inskeep, in his individual capacity, has created and registered thirteen (13) trademarks with the United States patent and Trademark Office. *See id.*

20. Of the fifty-seven (57) trademarks created and registered by Inskeep, in any capacity, Baccus Global has infringed upon and continues to infringe upon the following ten (10) trademarks:

- a. **BARFLEX** – On or about December 15, 2008, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark "BarFlex" and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit "D."**
- b. **SET IT AND FORGET IT** – On or about March 24, 2010, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark "Set It And Forget It" and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit "E."**
- c. **POWER IT** – On or about March 6, 2012, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark "Power It" and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit "F."**

- d. **JUMP IT** - On or about March 16, 2012, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “Jump It” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “G.”**
- e. **AIR IT** – On or about August 27, 2013, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “Air It” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “H.”**
- f. **ON THE GO! HOUSEHOLD POWER** – On or about November 25, 2014, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “ON THE GO! HOUSEHOLD POWER” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “I.”**
- g. **SATELLITE** – On or about June 4, 2015, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “Satellite” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “J.”**
- h. **AIRPRO 120** – On or about September 24, 2015, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “AIRPRO 120” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “K.”**
- i. **TOUGH BRIGHT** – On or about January 22, 2016, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “Tough

Brite” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “L.”**

- j. **LCD INTELLISCREEN** – On or about April 7, 2017, Inskeep, in his capacity as sole Managing Member of The Consumer Group, created the Trademark “LCD IntelliScreen” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “M.”**
- k. **AUTOSTOP** – On or about August 25, 2020, Inskeep, in his individual capacity, created the Trademark “AUTOSTOP” and registered this trademark with the United States Patent and Trademark Office. *See* trademark registration, attached hereto as **Exhibit “N.”**

21. The Consumer Group owns the following infringed upon trademarks:

- a. “BarFlex”
- b. “Set It And Forget It”
- c. “Power It”
- d. “Jump It”
- e. “Air It”
- f. “ON THE GO! HOUSEHOLD POWER”
- g. “Satellite”
- h. “AIRPRO 120”
- i. “Tough Brite” and
- j. “LCD IntelliScreen”

(Trademarks identified in paragraph 21(a) through 21(j) are collectively referred to as “The Consumer Group Marks”).

22. Inskip, in his individual capacity, owns the infringed upon trademark identified as “AUTOSTOP” (referred to as the “Inskip Mark”)<sup>1</sup>.

23. Each of the Infringed Upon Marks go beyond being simply descriptive.

24. These marks are distinct, imaginative, and valuable, in part, for their inherently fanciful and suggestive natures.

25. With respect to each of the Infringed Upon Marks, any customer who observes the mark can perceive the implications regarding the nature of the product only through the use of his or her imagination.

26. These marks are prominently featured on Baccus Global’s products:



See also Baccus Global Products, Infringed Upon Trademarks, and Corresponding Receipts, attached hereto as **Exhibit “O.”**

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<sup>1</sup> The Consumer Group Marks and the Inskip Mark are collectively referred to as the “Infringed Upon Marks.”

**C. Baccus Global, LLC, Infringes Upon Mathew Inskeep’s & The Consumer Group, LLC’s Trademarks.**

27. For years, Inskeep, The Consumer Group, and Baccus Global shared mutually-beneficial, symbiotic relationships whereby Inskeep’s and The Consumer Group’s trademarks were used on the packaging of Baccus Global’s products to enhance both the trademarks’ and the products’ respective values and recognizability.

*i. Mathew Inskeep, The Consumer Group, LLC, & Baccus Global, LLC’s symbiotic relationships.*

28. On January 3, 2012, Baccus Global and The Consumer Group entered into a licensing agreement whereby Baccus Global paid The Consumer Group one million dollars (\$1,000,000.00) to use The Consumer Group’s trademarks for a five-year period. *See* Licensing Agreement, attached hereto as **Exhibit “P.”**

29. The Licensing Agreement lapsed on or about January 3, 2017.

30. Between January 3, 2017, and February 13, 2020—i.e., before Shum improperly attempted to oust Inskeep from Baccus Global when Baccus Global was operating normally—Inskeep as the owner and managing member of The Consumer Group, allowed and authorized Baccus Global to utilize The Consumer Group’s trademarks to sell Baccus Global’s products.

31. Inskeep and Baccus Global never entered into a licensing agreement whereby Baccus Global was expressly authorized to utilize the Inskeep Mark. As with The Consumer Group Marks, however, Inskeep impliedly authorized Baccus Global to utilize to use the Inskeep Mark until February 13, 2020.

32. With Inskeep at the helm of and holding ultimate decision-making authority over Baccus Global, The Consumer Group, and his own Inskeep Mark, Inskeep believed it to be in his and

The Consumer Group's best interests to allow Baccus Global to use his and The Consumer Group's trademarks freely.

33. Inskip's ultimate decision-making authority regarding Baccus Global was critical to this decision as he could ensure that his and The Consumer Group's trademarks were used responsibly and in ways that protected and enhanced their values and reputations.

34. Baccus Global's authority to use Inskip's and The Consumer Group's marks was revoked in February 2020 when Inskip learned that Baccus Global—through Shum and other so-called Baccus Global employees—turned on Inskip and the Consumer Group, attempted to obtain control over and ownership of The Consumer Group, and sought to steal or infringe upon Inskip's and The Consumer Group's trademarks. Accordingly, Baccus Global's authority to utilize Inskip's and The Consumer Group's trademarks was revoked on February 13, 2020.

35. Inskip's and The Consumer Group's revocation of authorization became known to Baccus Global no later than April 2020, when Inskip set into motion a criminal fraud investigation into Baccus Global's, Shum's, and other ex-Baccus Global employees' actions (the "Criminal Investigation").

ii. *Baccus Global, LLC, attempts to steal The Consumer Group, LLC, and its trademarks.*

36. The Criminal Investigation involved Shum's and other ex-Baccus Global employees' fraudulent conspiracy to wrestle control over and/or ownership of The Consumer Group and its intellectual property from Inskip.

37. Throughout The Consumer Group's history—i.e., since 2008—Inskip has always been the 100% owner of The Consumer Group. This is evident from The Consumer Group's corporate

filings, banking documents, and tax documents. *See* The Consumer Group Ownership Documentation, attached hereto as **Composite Exhibit “Q.”**

38. Despite the fact that Inskeep owns The Consumer Group outright, in February 2020, Baccus Global, through Shum and others, filed with the Florida Secretary of State an “amended annual report” that identifies Baccus Global as a member of The Consumer Group. *See* February 2020 Amended Annual Report, attached hereto as **Exhibit “R.”**

39. To further this scheme, on February 13, 2020, Shum executed an “Action by Unanimous Written Consent of the Sole Member,” which purports to remove Inskeep as a managing member. *See* Fraudulent Action by Unanimous Written Consent of the Sole Member, attached hereto as **Exhibit “S.”**

40. Baccus Global—through Shum and its in-house counsel Jhan Lennon, Esq. (“Lennon”), and Callie Hannan, Esq. (“Hannan”)—also coordinated the creation of a fraudulent, backdated stock certificate, which purports to show Baccus Global as the 100% owner of The Consumer Group. *See* Fraudulent Stock Certificate, attached hereto as **Exhibit “T.”**

41. An independent laboratory analysis conducted by Norwich Document Laboratory (“Norwich”) revealed the following:

- a. All of the handwriting on the Forged Membership Certificate belongs to Hannan, who in September 2008—when the Forged Membership Certificate is dated—was a freshman in college and, without a time-machine, would not be hired as Baccus Global’s Assistant General Counsel for another seven years, *see* Callie Hannan, Esq., LinkedIn Profile, attached hereto as **Exhibit “U”**;
- b. The signatures of Lennon are genuine, which is important because, while Lennon signs the Forged Membership Certificate as the “Duly Authorized Agent” of

Consumer Group on September 12, 2008, he was not employed by Baccus Global, The Consumer Group, or any other related entity, *see* Jhan Lennon, Esq., LinkedIn Profile, attached hereto as **Exhibit “V.”**

42. Accordingly, Norwitch’s analysis proves that the Fraudulent Stock Certificate is inauthentic. *See* Norwitch Document Laboratory Analysis, attached hereto as **Exhibit “W.”**

43. Moreover, Baccus Global has taken control of The Consumer Group’s bank account held by the Branch Banking and Trust Company n/k/a Truist. *See* Fraudulent Banking Documents, attached hereto as **Exhibit “X.”**

44. Inskeep brought this information to the attention of the Boca Raton Police Department, which, based on Inskeep’s complaints, investigated and consulted with Shum and Baccus Global to advise them of Inskeep’s complaints.

45. The Boca Raton Police Department advised Inskeep that its detective informed Baccus Global of Inskeep’s accusations and complaints and that Baccus Global actually filed a written response. *See* May 11, 2020, Letter from Jack A. Goldberger, Esq., attached hereto as **Exhibit “Y.”**

46. The attachment includes patently false factual assertions related to the Consumer Group. In fact, The Consumer Group is not a wholly owned subsidiary of Baccus Global nor did The Consumer Group and Baccus Global share a parent-subsiary relationship at any point.

*iii. Baccus Global, LLC, infringes upon Mathew Inskeep’s & The Consumer Group, LLC’s trademarks.*

47. To date, Baccus Global authorization and/or grant to use any trademarks owned by The Consumer Group has been revoked.

48. To date, Baccus Global authorization and/or grant to use any trademarks owned by Inskeep, individually, has been revoked.



49. At all material times and to date, no entity or individual has authority to use The Consumer Group Marks and/or the Inskip Mark defined in paragraphs 21 and 22 above.

50. Nevertheless, Baccus Global used and continues to use the Infringed Upon Marks to sell its products including but not necessarily limited to those products identified in paragraph 10 above.

51. To wit, Baccus Global used and continues to use, in commerce words, terms, names, symbols, and devices which are identical or confusingly similar to those of the Plaintiffs' in a manner that is likely to cause confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or mistake or to deceive as to the affiliation, connection, or association of the Defendant with the Plaintiffs, or as to the origin of Defendant's goods, or as to the sponsorship or approval of Defendant's goods by the Plaintiffs, which is not the case.

52. By way of example, Inskip's investigation has revealed that Baccus Global used and continues to use his and The Consumer Group's marks without authorization—at minimum—as follows:

- a. As recently as August 31, 2020, Baccus Global is and/or was using BARFLEX to sell Stanley products through Amazon.com.
- b. As recently as August 31, 2020, Baccus Global is and/or was using SET IT AND FORGET IT to sell CAT products through Amazon.com.
- c. As recently as November 12, 2020, Baccus Global is and/or was using POWER IT to sell Stanley products at Sam's Club.
- d. As recently as August 31, 2020, Baccus Global is and/or was using JUMP IT to sell Stanley products through Amazon.com.

- e. As recently as August 31, 2020, Baccus Global is and/or was using AIR IT to sell Black & Decker products through Amazon.com.
- f. As recently as August 31, 2020, Baccus Global is and/or was using ON THE GO! HOUSEHOLD POWER to sell Stanley products through Amazon.com.
- g. As recently as August 31, 2020, Baccus Global is and/or was using SATELLITE to sell Stanley products through Amazon.com.
- h. As recently as November 13, 2020, Baccus Global is and/or was using AIRPRO 120 to sell Stanley products through Walmart.
- i. As recently as November 13, 2020, Baccus Global is and/or was using TOUGHBRITE to sell Stanley products through Amazon.com.
- j. As recently as November 12, 2020, Baccus Global is and/or was using LCD INTELLISCREEN to sell Vector products at The Home Depot.
- k. As recently as August 23, 2020, Baccus Global is and/or was using AUTOSTOP to sell DeWalt products at The Home Depot.

***See Exhibit "O."***

53. All conditions precedent to the bringing of this action have occurred, have been performed, or have been waived.

54. As a result of Defendant's action and/or inaction, Plaintiffs have been required to retain legal counsel and has agreed to pay them a reasonable fee associated therewith.

**COUNT I**  
**FEDERAL TRADEMARK INFRINGEMENT**  
**15 U.S.C. § 1117**  
**(By The Consumer Group, LLC)**

55. The Consumer Group realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

56. This Court has jurisdiction over the subject matter of this claim, this being a claim of trademark infringement arising under the Trademark Laws of the United States as codified in 15 U.S.C. § 1051 et seq.

57. The Consumer Group has standing to sue for infringement of The Consumer Group Marks because it owns all right, title and interest in and to The Consumer Group Marks and is entitled to recover damages resulting from infringement of The Consumer Group Marks.

58. The Consumer Group Marks are inherently distinctive and/or have acquired secondary meaning as the source of products advertised, marketed, and sold by Defendant.

59. Defendant, through the acts and omissions described herein, has used and continues to use in commerce, counterfeits, reproductions, and/or colorable imitations of The Consumer Group Marks in connection with the advertisement, marketing, and sale of goods by Defendant.

60. At all material times, Defendant has lacked authority, license, or permission to reproduce, counterfeit, imitate, or use The Consumer Group Marks in any manner whatsoever including, without limitation, on the infringing products and/or services being marketed, advertised, sold, imported, or distributed by Defendant under or through use of The Consumer Group Marks.

61. Defendant's above-described conduct concerning The Consumer Group Marks is likely to cause, and has caused, confusion, including initial interest confusion, reverse confusion, and

post-sale confusion, or to cause mistake, or to deceive as to source, origin, affiliation, approval, sponsorship, and/or association with The Consumer Group.

62. Defendant's actions constitute trademark infringement pursuant to 15 U.S.C. § 1114.

63. Defendant has committed the acts alleged above with full knowledge of and in disregard of The Consumer Group's rights in and to The Consumer Group Marks.

64. Defendant's actions were willful and for the calculated purpose of misleading and deceiving the public in order to trade on and profit from The Consumer Group's goodwill.

65. Defendant's conduct is causing damages and, unless enjoined and restrained by this Court, will continue to cause The Consumer Group great and irreparable injury that cannot fully be compensated or measured in money.

66. The Consumer Group has no adequate remedy at law.

67. The Consumer Group is entitled to preliminary and permanent injunctions prohibiting acts and conduct that are likely to continue to cause confusion, mistake, or to deceive as to source, origin, affiliation, approval, or sponsorship.

68. Pursuant to 15 U.S.C. § 1116(a), The Consumer Group is entitled to an order enjoining Defendant from further infringing The Consumer Group Marks.

69. Pursuant to 15 U.S.C. § 1117(a), The Consumer Group is entitled to an order requiring Defendant to account to The Consumer Group for any and all profits derived by Defendant from its infringing conduct, and to an order awarding all damages sustained by The Consumer Group by reason of Defendant's infringing conduct.

70. Pursuant to 15 U.S.C. §§ 1117(6) and (c), in addition to compensatory damages, The Consumer Group is entitled to recover treble damages and statutory damages for each product

advertised, marketed, and/or sold by Defendant that incorporates or utilizes a trademark owned by The Consumer Group.

71. Defendant's conduct averred herein was intentional and in conscious disregard of The Consumer Group's rights.

72. Pursuant to 15 U.S.C. § 1117(a), The Consumer Group is entitled to an award of treble damages and/or enhanced profits against Defendant.

73. Pursuant to 15 U.S.C. § 1118, The Consumer Group is further entitled to, and hereby seeks, an order for the destruction of all materials, including, without limitation, all products, all labels, signs, prints, packages, and advertisements bearing The Consumer Group Marks or any other marks confusingly similar to The Consumer Group Marks.

74. Defendant's acts make this an exceptional case under 15 U.S.C. §1117(a), and The Consumer Group is entitled to an award of attorneys' fees and costs.

**COUNT II**  
**FEDERAL TRADEMARK INFRINGEMENT**  
**15 U.S.C. § 1117**  
**(By Mathew Inskeep)**

75. Inskeep realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

76. This Court has jurisdiction over the subject matter of this claim, this being a claim of trademark infringement arising under the Trademark Laws of the United States as codified in 15 U.S.C. § 1051 et seq.

77. Inskeep has standing to sue for infringement of the Inskeep Mark because he owns all right, title and interest in and to the Inskeep Mark and entitled to recover damages resulting from infringement of the Inskeep Mark.

78. The Inskeep Mark is inherently distinctive and/or has acquired secondary meaning as the source of products advertised, marketed, and sold by Defendant.

79. Defendant, through the acts and omissions described herein, has used and continues to use in commerce, counterfeits, reproductions, and/or colorable imitations of the Inskeep Mark in connection with the advertisement, marketing, and sale of goods by Defendant.

80. At all material times, Defendant has lacked authority, license, or permission to reproduce, counterfeit, imitate, or use the Inskeep Mark in any manner whatsoever including, without limitation, on the infringing products being marketed, advertised, sold, imported, or distributed by Defendant under or through use of the Inskeep Mark.

81. Defendant's above-described conduct concerning the Inskeep Mark is likely to cause, and has caused, confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or to cause mistake, or to deceive as to source, origin, affiliation, approval, sponsorship, and/or association with Inskeep.

82. Defendant's actions constitute trademark infringement pursuant to 15 U.S.C. § 1114.

83. Defendant has committed the acts alleged above with full knowledge of and in disregard of Inskeep's rights in and to the Inskeep Mark.

84. Defendant's actions were willful and for the calculated purpose of misleading and deceiving the public in order to trade on and profit from Inskeep's goodwill.

85. Defendant's conduct is causing damages and, unless enjoined and restrained by this Court, will continue to cause Inskeep great and irreparable injury that cannot fully be compensated or measured in money.

86. Inskeep has no adequate remedy at law.

87. Inskeep is entitled to preliminary and permanent injunctions prohibiting acts and conduct that are likely to continue to cause confusion, mistake, or to deceive as to source, origin, affiliation, approval, or sponsorship.

88. Pursuant to 15 U.S.C. § 1116(a), Inskeep is entitled to an order enjoining Defendant from further infringing the Inskeep Mark.

89. Pursuant to 15 U.S.C. § 1117(a), Inskeep is entitled to an order requiring Defendant to account to Inskeep for any and all profits derived by Defendant from its infringing conduct, and to an order awarding all damages sustained by Inskeep by reason of Defendant's infringing conduct.

90. Pursuant to 15 U.S.C. §§ 1117(6) and (c), in addition to compensatory damages, Inskeep is entitled to recover treble damages and statutory damages for each product advertised, marketed, and/or sold by Defendant that incorporates or utilizes a trademark owned by Inskeep.

91. Defendant's conduct averred herein was intentional and in conscious disregard of Inskeep's rights.

92. Pursuant to 15 U.S.C. § 1117(a), Inskeep is entitled to an award of treble damages and/or enhanced profits against Defendant.

93. Pursuant to 15 U.S.C. § 1118, Inskeep is further entitled to, and hereby seeks, an order for the destruction of all materials, including, without limitation, all products, all labels, signs, prints, packages, and advertisements bearing the Inskeep Mark or any other marks confusingly similar to the Inskeep Mark.

94. Defendant's acts make this an exceptional case under 15 U.S.C. § 1117(a), and Inskeep is entitled to an award of attorneys' fees and costs.

**COUNT III**  
**FEDERAL FALSE DESIGNATION OF ORIGIN**  
**15 U.S.C. § 1125**  
**(By The Consumer Group, LLC)**

95. The Consumer Group realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

96. This Court has jurisdiction over the subject matter of this claim, this being a claim of unfair competition and false designation of origin arising under section 43(i) of the Lanham Act, codified in 15 U.S.C. § 1125(a).

97. Defendant is fully aware of the popularity of The Consumer Group Marks and benefits in using The Consumer Group Marks in marketing, advertising, sale, importation, or distribution of Defendant's products.

98. Defendant intentionally copied and offered in interstate commerce products and packaging that incorporate or utilize The Consumer Group Marks and as a result, the public is, and is likely to be, confused.

99. Defendant has used in commerce, and continues to use The Consumer Group Marks in commerce to unfairly benefit.

100. Defendant has used The Consumer Group Marks on its infringing goods with the intent to market, advertise, sale, import, or distribute Defendant's infringing products resulting in confusion and mistake, and to deceive and mislead the purchasing public. To wit, consumers will believe that Defendant's products are either manufactured, licensed, affiliated with or sponsored by The Consumer Group or are being placed on the market with The Consumer Group's consent and/or actual or implied authority. As a result, The Consumer Group has been and will continue to be irreparably injured by Defendant's improper conduct.



101. Defendant has willfully, deliberately, and with predatory intent, created such confusion by copying and reproducing the distinctive and unique trademarks owned by The Consumer Group; and has marketed, advertised, sold, imported, or distributed its products so as to cause public confusion and deception. Further, Defendant's marketing, advertising, sale, importation, or distribution of its products has caused and threatens to cause The Consumer Group's loss of valuable goodwill and damage to reputation.

102. Defendant's aforesaid acts constitute the use in commerce of false designations of origin and false and/or misleading descriptions or representations, tending to falsely or misleadingly describe and/or represent Defendant's products as those of The Consumer Group's in violation of section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

103. Defendant's wrongful acts will continue unless enjoined by this Court.

104. The Consumer Group has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Defendant in an amount to be determined at trial.

**COUNT IV**  
**FEDERAL FALSE DESIGNATION OF ORIGIN**  
**15 U.S.C. § 1125**  
**(By Mathew Inskeep)**

105. Inskeep realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

106. This Court has jurisdiction over the subject matter of this claim, this being a claim of unfair competition and false designation of origin arising under section 43(i) of the Lanham Act, codified in 15 U.S.C. § 1125(a).

107. Defendant is fully aware of the popularity of the Inskeep Mark and benefits in using the Inskeep Mark in marketing, advertising, sale, importation, or distribution of Defendant's products.

108. Defendant intentionally copied and offered in interstate commerce products and packaging that incorporate or utilize the Inskeep Mark and as a result, the public is, and is likely to be, confused.

109. Defendant has used in commerce, and continues to use the Inskeep Mark in commerce to unfairly benefit.

110. Defendant has used the Inskeep Mark on its infringing goods with the intent to market, advertise, sale, import, or distribute Defendant's infringing products resulting in confusion and mistake, and to deceive and mislead the purchasing public. To wit, consumers will believe that Defendant's products are either manufactured, licensed, affiliated with or sponsored by Inskeep or are being placed on the market with Inskeep's consent and/or actual or implied authority. As a result, Inskeep has been and will continue to be irreparably injured by Defendant's improper conduct.

111. Defendant has willfully, deliberately, and with predatory intent, created such confusion by copying and reproducing the distinctive and unique trademarks owned by Inskeep; and has marketed, advertised, sold, imported, or distributed its products so as to cause public confusion and deception. Further, Defendant's marketing, advertising, sale, importation, or distribution of its products has caused and threatens to cause Inskeep's loss of valuable goodwill and damage to reputation.

112. Defendant's aforesaid acts constitute the use in commerce of false designations of origin and false and/or misleading descriptions or representations, tending to falsely or misleadingly describe and/or represent Defendant's products as those of Inskeep's in violation of section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

113. Defendant's wrongful acts will continue unless enjoined by this Court.

114. Inskeep has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Defendant in an amount to be determined at trial.

**COUNT V**  
**FEDERAL UNFAIR COMPETITION**  
**15 U.S.C. § 1125**  
**(By The Consumer Group, LLC)**

115. The Consumer Group realleges and incorporates by reference paragraphs 1 through 54 and 56 through 74 of this Complaint as if fully set forth herein.

116. Defendant's acts, as alleged herein, constitute unfair competition, which is likely to cause confusion, mistake or deception in violation of 15 U.S.C. § 1125.

117. Defendant's acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.

118. As a result, Plaintiff has suffered damages with interest.

119. Plaintiff has no adequate, complete remedy at law.

**COUNT VI**  
**FEDERAL UNFAIR COMPETITION**  
**15 U.S.C. § 1125**  
**(By Mathew Inskeep)**

120. Inskeep realleges and incorporates by reference paragraphs 1 through 54 and 76 through 94 of this Complaint as if fully set forth herein.

121. Defendant's acts, as alleged herein, constitute unfair competition, which is likely to cause confusion, mistake or deception in violation of 15 U.S.C. § 1125.

122. Defendant's acts, as alleged herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.

123. As a result, Plaintiff has suffered damages with interest.

124. Plaintiff has no adequate, complete remedy at law.

**COUNT VII**  
**COMMON LAW TRADEMARK INFRINGEMENT**  
**(By The Consumer Group)**

125. The Consumer Group realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

126. Defendant's acts described herein constitute common law trademark infringement under state law.

127. Defendant, through the acts and omissions described above, has used and continues to use, in commerce words, terms, names, symbols, and devices which are identical or confusingly similar to those of The Consumer Group, in a manner that is likely to cause confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or mistake or to deceive as to the affiliation, connection, or association of Defendant with The Consumer Group, or as to the origin of Defendant's goods, or as to the sponsorship or approval of Defendant's goods by The Consumer Group, which is not the case.

128. The Consumer Group has been damaged and will continue to be damaged by Defendant's infringing activities.

129. The Consumer Group is entitled to preliminary and permanent injunctions prohibiting Defendant from continuing the infringing practices described herein.

130. The Consumer Group is also entitled to profits and damages arising from Defendant's wrongful use of The Consumer Group Marks.

131. Defendant's conduct has been and continues to be willful, wanton, fraudulent, oppressive, malicious, and in conscious disregard of The Consumer Group's rights, thereby justifying an award of punitive and/or exemplary damages in a substantial amount according to proof at trial.

**COUNT VIII**  
**COMMON LAW TRADEMARK INFRINGEMENT**  
**(By Mathew Inskeep)**

132. Inskeep realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

133. Defendant's acts described herein constitute common law trademark infringement under state law.

134. Defendant, through the acts and omissions described above, has used and continues to use, in commerce words, terms, names, symbols, and devices which are identical or confusingly similar to those of Inskeep's, in a manner that is likely to cause confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or mistake or to deceive as to the affiliation, connection, or association of Defendant with Inskeep, or as to the origin of Defendant's goods, or as to the sponsorship or approval of Defendant's goods by Inskeep, which is not the case.

135. Inskeep has been damaged and will continue to be damaged by Defendant's infringing activities.

136. Inskeep is entitled to preliminary and permanent injunctions prohibiting Defendant from continuing the infringing practices described herein.

137. Inskeep is also entitled to profits and damages arising from Defendant's wrongful use of the Inskeep Mark.

138. Defendant's conduct has been and continues to be willful, wanton, fraudulent, oppressive, malicious, and in conscious disregard of Inskeep's rights, thereby justifying an award of punitive and/or exemplary damages in a substantial amount according to proof at trial.

**COUNT IX**  
**STATE TRADEMARK INFRINGEMENT**  
**Florida Statute § 495.131**  
**(By The Consumer Group, LLC)**

139. The Consumer Group realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

140. The Consumer Group Marks constitute valid trademarks under state law, are famous, distinctive, and have acquired secondary meaning.

141. Defendant has used reproductions, counterfeits, copies, and/or colorable imitations of The Consumer Group Marks in connection with the sale, offering for sale, distribution, and/or advertising of goods that is likely to cause confusion, cause mistake, or deceive.

142. Defendant has reproduced, counterfeited, copied, and/or colorably imitated The Consumer Group Marks and applied such reproductions, counterfeits, copies, and/or colorable imitations of The Consumer Group Marks to labels, signs, prints, packages, wrappers, receptacles, and/or advertisements intended to be used upon or in connection with the sale, distribution, or advertising of goods in connection with which such use is likely to cause confusion, cause mistake, or deceive.

143. Defendant's above-described conduct concerning The Consumer Group Marks is likely to cause, and has caused, confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or to cause mistake, or to deceive as to source, origin, affiliation, approval, sponsorship, and/or association with The Consumer Group.

144. Defendant's acts described herein constitute trademark infringement of Florida Statute § 495.131.

145. Pursuant to Florida Statute § 495.141, The Consumer Group is entitled to an injunction prohibiting Defendant from continuing its use of The Consumer Group Marks and any other marks dilutive of or harmful to The Consumer Group Marks.

**COUNT X**  
**STATE TRADEMARK INFRINGEMENT**  
**Florida Statute § 495.131**  
**(By Mathew Inskeep)**

146. Inskeep realleges and incorporates by reference paragraphs 1 through 54 of this Complaint as if fully set forth herein.

147. The Inskeep Mark constitutes a valid trademark under state law, is famous, distinctive, and has acquired secondary meaning.

148. Defendant has used reproductions, counterfeits, copies, and/or colorable imitations of The Inskeep Mark in connection with the sale, offering for sale, distribution, and/or advertising of goods that is likely to cause confusion, cause mistake, or deceive.

149. Defendant has reproduced, counterfeited, copied, and/or colorably imitated The Inskeep Mark and applied such reproductions, counterfeits, copies, and/or colorable imitations of The Inskeep Mark to labels, signs, prints, packages, wrappers, receptacles, and/or advertisements intended to be used upon or in connection with the sale, distribution, or advertising of goods in connection with which such use is likely to cause confusion, cause mistake, or deceive.

150. Defendant's above-described conduct concerning The Inskeep Mark is likely to cause, and has caused, confusion, including initial interest confusion, reverse confusion, and post-sale confusion, or to cause mistake, or to deceive as to source, origin, affiliation, approval, sponsorship, and/or association with Inskeep.

151. Defendant's acts described herein constitute trademark infringement of Florida Statute § 495.131.

152. Pursuant to Florida Statute § 495.141, Inskeep is entitled to an injunction prohibiting Defendant from continuing its use of The Inskeep Marks and any other marks dilutive of or harmful to The Consumer Group Marks.

**PRAYER FOR RELIEF AS TO ALL COUNTS**

**WHEREFORE**, Plaintiff Mathew Inskeep and Plaintiff The Consumer Group, LLC, demand judgment against Defendant, including:

- A. awarding Plaintiffs damages in the amount of:
  - i. all profits gained by Defendant while engaging in the acts complained of herein;
  - ii. all monetary damages suffered by Plaintiffs;
  
- B. a preliminary and permanent injunction enjoining and restraining Defendant and its members, managers, officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
  - i. from causing likelihood of confusion, or causing mistake, or deceiving as to the affiliation, connection, or association of Defendant with Plaintiffs or Plaintiffs' marks or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities, or causing injury to Plaintiffs' business reputations, marks, or forms of advertisement;
  - ii. from directly or indirectly falsely designating or representing that any goods or services are authorized, approved, associated with, or originating from, Plaintiffs;
  - iii. from directly or indirectly using the infringing marks or any confusingly similar variant, which is likely to cause confusion or further irreparable harm to Plaintiffs;
  - iv. from utilizing the infringing marks or any confusingly similar variant in any shape or manner; and



- v. from publishing, assembling, marketing, distributing, or otherwise utilizing any literature, business forms, printed matter, signs, or any other representations, regardless of the medium, which bear the infringing marks or any confusingly similar variant, and from otherwise unfairly competing in any way with Plaintiffs;
- C. a permanent injunction requiring Defendant and its members, managers, officers, directors, principals, agents, servants, employees, successors, assigns, attorneys, and all those persons in active concert or participation therewith who received actual notice of this Court's orders:
- i. to deliver up to Plaintiffs all literature, printed matter, business forms, signs, and any other representations, regardless of form, which are in, or come to be in, Defendant's possession, custody, or control and which bear the infringing marks or any confusingly similar variant;
  - ii. to notify their direct customers, agents, and representatives that the infringing marks or any confusingly similar variant are not connected with Plaintiffs;
  - iii. to immediately institute full compliance with any order entered by this Court, and, within thirty days following the date of entry of any preliminary or permanent injunctive relief issued by this Court, propound and file a statement, under oath and penalty of perjury, that each and every injunctive provision has been fully and completely complied with; and
  - iv. to provide an accounting and payment of (1) all profits gained by Defendant while engaging in the acts complained of herein; (2) all monetary damages suffered by Plaintiffs; (3) an award of attorneys' fees and costs; and (4) such other interlocutory and permanent relief as this Court may deem just and proper.
- D. awarding Plaintiffs their attorneys' fees and costs; and
- E. awarding Plaintiffs such other interlocutory and permanent relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand trial by jury on all counts and all issues so triable.

**Dated this 19th day of November, 2020**

Respectfully submitted,

By: /s/ Carl T. Williams

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ASHLEY CRISPIN ACKAL

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*Attorneys for Plaintiffs Mathew Inskip and  
The Consumer Group, LLC*

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

MATHEW INSKEEP, individually, as  
Trustee of the JLI Dynasty Trust, and as  
a Co-Trustee of the MJI Family Trust, and  
JENNIFER INSKEEP, individually, and  
as a Co-Trustee of the MJI Family Trust,

CASE NO. 502020CA003554XXXXMB  
CIVIL DIVISION

*Plaintiffs,*

v.

LING TO SHUM, RYAN POWERS, and  
MARK MILOCCO, as members of  
BACCUS GLOBAL, and BACCUS GLOBAL,  
LLC, a Florida limited liability company,

*Defendants.*

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**SECOND AMENDED COMPLAINT**

Plaintiffs, MATHEW INSKEEP, individually, as Trustee of the JLI Dynasty Trust, and as a Co-Trustee of the MJI Family Trust, and JENNIFER INSKEEP, individually and as a Co-Trustee of the MJI Family Trust, by and through their undersigned counsel, hereby sue LING TO SHUM, RYAN POWERS, and MARK MILOCCO, as members of BACCUS GLOBAL, LLC, and BACCUS GLOBAL, LLC, as follows:

**JURISDICTION, VENUE AND PARTIES**

1. Plaintiff, JENNIFER INSKEEP (“Jennifer Inskeep”), is an individual, a resident of Palm Beach, County, Florida, and is otherwise *sui juris*.
2. Jennifer Inskeep is a Co-Trustee of the MJI Family Trust and a member of BACCUS GLOBAL, LLC, a Florida Limited Liability Company, organized under the laws of the State of Florida, with its principal place of business in Palm Beach County, Florida (“Baccus Global” or the “Company”), holding a fifty-one (51%) percent ownership interest therein.

3. Plaintiff, MATHEW INSKEEP (“Mr. Inskeep”), is an individual, a resident of Palm Beach, County, Florida, and is otherwise *sui juris*. Mr. Inskeep is the Trustee of the JLI Dynasty Trust, a Co-Trustee of the MJI Family Trust, and Managing Member of Baccus Global, holding a membership/ownership interest therein.

4. Defendant, LING TO SHUM (“Shum”), is an adult *sui juris*, who is an alleged Managing Member of Baccus Global and allegedly holds a membership/ownership interest therein.

5. Defendant, RYAN POWERS (“Powers”), is an adult *sui juris* and an alleged member of Baccus Global.

6. Defendant, MARK MILOCCO (“Milocco”), is an adult *sui juris* and an alleged member of Baccus Global.

7. Defendant, BACCUS GLOBAL, LLC, is a Florida limited liability company that maintains its principal place of business in Palm Beach County, Florida.

8. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes, and damages capable of proof exceeding \$30,000.00, exclusive of interest, costs and attorneys’ fees.

9. Jurisdiction and venue are proper in Palm Beach County, Florida as the cause of action accrued in Palm Beach County, Florida and one (1) or more of the defendants reside in Palm Beach County, Florida.

### **FACTUAL ALLEGATIONS**

#### **A. History of Baccus Global.**

10. Baccus Global is a manager-managed Florida Limited Liability Company, which was founded in 2008 by Mr. Inskeep for the purpose of marketing and selling consumer products.

11. Upon its founding, there was no operating agreement that existed for Baccus Global. Mr. Inskeep owned 100% of the Company, was the Managing Member and resident agent.

12. Inskeep's 100% ownership is reflected in the Company's 2008 tax returns and filings with Florida's Department of State. *See* Composite Exhibit "A," which includes the Company's Articles of Organization and the pertinent portions of the Company's 2008 tax return.

13. Since 2008, as a direct result of Mr. Inskeep's efforts and leadership, Baccus Global has grown from a small company with its headquarters in Boca Raton, Florida, to a 32-person company with distribution across North America, and annual revenue exceeding One Hundred and Twenty-Five Million Dollars (\$125,000,000.00) in 2019, alone.

14. After its initial formation, Shum, Powers, and Milocco became involved in Baccus Global; Shum with respect to Baccus Global's manufacturing relationships, and Powers and Milocco as employees.

15. On September 11, 2009, Mr. Inskeep, Jennifer Inskeep, Shum, Powers, and Milocco executed an operating agreement, attached hereto as Exhibit "B" (the "2009 Operating Agreement").

16. Mr. Inskeep, together with Shum, is a Managing Member of Baccus Global under Section 3.1.1 of the 2009 Operating Agreement. However, Shum's managing member status is at issue in these proceedings given, among other things, the existence of various Company documents showing Mr. Inskeep as the sole Managing Member in 2009, 2010, 2011, 2012, 2013, 2014, and 2015. *See* Composite Exhibit "C."

17. Pursuant to the 2009 Operating Agreement, the membership interests are stated as follows:

- a. Mr. Inskeep: .25%
- b. Jennifer Inskeep: 51%
- c. Shum: 48.25%
- d. Powers: .25%
- e. Milocco: .25%

18. Exhibit A to the 2009 Operating Agreement shows a \$750,000 “contribution” from Shum, but the term “contribution” is not accurate. In fact, that “contribution” was a loan by Shum.

19. In reality, PowerGroup China Co. (“PowerGroup”)—a company that, according to Shum, is allegedly owned by Shum’s wife “Helen” Shum—loaned \$750,000 to Baccus Global, LLC—Mr. Inskeep’s company—and paid the money directly to Baccus Worldwide, LLC (“Worldwide”)—another Mr. Inskeep company. Despite the loan being paid by PowerGroup to Worldwide, the loan agreement was made with regard to a joint venture in SUBA International Co. Ltd., which was owned jointly by Sunlux and Baccus Worldwide. The \$750,000 loan was repaid in 2011.

20. Accordingly, Shum’s “contribution” was never a contribution and was simply a convoluted loan agreement between various companies owned by Mr. Inskeep and Shum.<sup>1</sup>

21. Furthermore, there are no assignment documents or resolutions that transfer ownership interests from Mr. Inskeep to Jennifer Inskeep, Shum, Powers, or Milocco.

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<sup>1</sup> The Limited Liability Company Capital Contribution Agreement Between Managing Member and Baccus Global LLC and Written Consent, attached hereto as Exhibit “D,” is just another example of a convoluted agreement for a \$2,500,000.00 capital contribution that was never paid.

22. Baccus Global's 2009 tax return shows Mr. Inskeep as the 100% owner of the Company. *See* Exhibit "E," which includes the pertinent portions of the Company's 2009 tax return.

23. In 2010, another operating agreement was prepared (the "2010 Operating Agreement"). *See* 2010 Operating Agreement, attached hereto as Exhibit "F."

24. According to the 2010 Operating Agreement, the membership interests in Baccus Global are allegedly as follows:

- a. Mr. Inskeep: 46.25%
- b. Shum: 53.25%
- c. Powers: .25%
- d. Milocco: .25%

25. Notably, the 2010 Operating Agreement wholly deletes Jennifer Inskeep's membership interest and purports that her interest was somehow redistributed among Mr. Inskeep, Shum, Powers, and Milocco.

26. This is impossible: Jennifer Inskeep was not a party to the 2010 Operating Agreement and neither assigned her 51% membership in Baccus Global, as required by the 2009 Operating Agreement in Article 2, nor disposed of it otherwise. Any assignment that does not comport with the 2009 Operating Agreement, pursuant to its own terms, "is void and ineffective." *See* Ex. B at Section 2.2.1.

27. In fact, there are no 2008, 2009, or 2010 transfer documents at all.

28. As with the 2009 Operating Agreement, there are no assignment documents or resolutions to substantiate the 2010 Operating Agreement's supposed membership interest allocation as shown in Exhibit B to the 2010 Operating Agreement.

29. Moreover, should the 2010 Operating Agreement be argued as an attempted transfer by Jennifer Inskeep of her interest in Baccus Global, the 2010 Operating Agreement was not signed by her and is in violation of Article 2 of the 2009 Operating Agreement, rendering it void and unenforceable.

30. The 2010 Operating Agreement has other significant problems.

31. The 2010 Operating Agreement, which purports to be effective January 1, 2010, on the first page, is internally inconsistent.

32. The 2010 Operating Agreement refers to “Exhibit A” as the delineation of membership interests. Exhibit A, however, does not exist and the above-referenced interests appear in “Exhibit B.” Yet, Exhibit B is solely a “contribution” schedule.

33. Exhibit B is not dated.

34. Various versions of the Operating Agreement’s signature page exist.

35. Further, Exhibit B, which is not dated, is supposedly effective, not as of January 1, 2010, but as of June 8, 2010. This has a basic but threshold problem: how does an operating agreement among the Members become effective six (6) months before (i.e., January 1, 2010) the persons who allegedly signed the 2010 Operating Agreement as the Members actually became the Members (i.e., June 8, 2010)? Bottomline, it is a factual impossibility and this fact *alone* negates the 2010 Operating Agreement.

36. Besides, the 2010 Operating Agreement was not actually signed on June 8, 2010. The 2010 Operating Agreement was still in a working copy format on that date. It is unclear when it was actually signed but it is believed to be some time after October 1, 2010.

37. Furthermore, Shum, Powers, and Milocco have operated as if Powers’ and Milocco’s alleged interests were wholly vested in 2010. That cannot be the case as, if the 2010



Operating Agreement applies, pursuant to Section 11.7.1 of the 2010 Operating Agreement, Powers' and Milocco's alleged interests vest incrementally. Accordingly, the soonest Powers and Milocco could have obtained their alleged .25% interests was in 2015 on the fifth anniversary of the grant date—of which there was none considering the lack of effectuating documents.

38. The 2010 Operating Agreement also contains incorrect origin information. The origin date is May 23, 2008, not May 22, 2007, as reflected in the 2010 Operating Agreement.<sup>2</sup>

39. Only two assignments exist from 2010, neither of which support the 2010 Operating Agreement's Exhibit B.

40. The first assignment document dated June 8, 2010, whereby Mr. Inskeep supposedly assigned 5% of his interest to Shum (the "Assignment"), is problematic, to say the least. *See* Assignment attached hereto as Exhibit "G."

41. The Assignment's problem is simple: Inskeep did not sign the Assignment.

42. In reality, Jhan Lennon, Esq. ("Lennon"), who was Baccus Global's in house counsel<sup>3</sup> prior to his termination, signed Mr. Inskeep's name to the Assignment without his prior authorization.

43. The second 2010 assignment, in which Shum purported to transfer a 53.25% interest to Harishen Electric, is likewise problematic: (1) it, too, was signed by Lennon rather than Inskeep and, (2) considering the total lack of prior assignments or source documents, Shum never possessed the 53.25% interest to assign. *See* second 2010 assignment attached hereto as Exhibit "H."

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<sup>2</sup> The 2009 Operating Agreement is also incorrect as it relates to the origin date.

<sup>3</sup> He also served as counsel to Mr. Inskeep.

44. Moreover, the Company's 2010 tax return again fails to support the 2010 Operating Agreement's supposed interest allocation. Actually, the Company's 2010 tax return shows Mr. Inskeep as the 100% owner of Baccus Global. *See* Exhibit "I," which includes the pertinent portions of the Company's 2010 tax return.

45. Additionally, "effective" on October 9, 2012, an Action of Managing Member by Unanimous Written Consent was executed, which shows (1) Mr. Inskeep as the sole managing member; and (2) that Jennifer Inskeep's, Shum's, Powers', Milocco's and Jhan Lennon's purported "option(s)" to purchase interest in the Company were somehow redeemed by the Company. Curiously, a similar version of this same document has surfaced, however, someone used White-Out to remove every other name but Jhan Lennon. It is unclear when the White-Out was affixed and who did it. What is known by Mr. Inskeep and Jennifer Inskeep is that neither of them altered the document. *See* Composite Exhibit "J." On the same date, a letter was sent from Baccus Global to Shum stating "the Managing Members of the Company have unanimously decided to purchase the option to purchase equity in the Company extended to you, Ling To Shum." *See* Exhibit "K."

46. Thereafter, in 2011, when Shum, Powers, and Milocco maintain that the 2010 Operating Agreement was in effect, the Company's tax return again reflected Mr. Inskeep's 100% ownership interest in Baccus Global. *See* Exhibit "L," which includes the pertinent portions of the Company's 2011 tax return.

47. It is not until 2012 that the Company's tax return reflects anything other than Inskeep owning 100% of Baccus Global. The Company's 2012 tax return (contrary to Paragraph 39, above) represents that a Hong Kong company owns 53.25% of Baccus Global. However, Harishen is a Chinese company.

48. Despite the 2012 tax return's representation, there are no 2012 assignment documents to reflect any such change in ownership from Harishen, a Chinese company, to Sunlux, a Hong Kong company. See Exhibit "M," which includes the pertinent portions of the Company's 2012 tax return.

49. Two legitimate assignments did however occur in 2012. On December 19, 2012, Mr. Inskeep assigned a 23% ownership interest in Baccus Global to Jennifer Inskeep and a 23.25% ownership interest to the MJI Family Trust, of which Mr. and Jennifer Inskeep are co-trustees. Jennifer Inskeep likewise assigned a 23% ownership interest to the JLI Dynasty Trust, of which Mr. Inskeep is the trustee.<sup>4</sup> The 2012 Assignments were effectuated for the purpose of Mr. and Jennifer Inskeep's tax planning and a required gift tax return was filed with the Internal Revenue Service. These assignments are permissible transfers under Section 2.2.2 of the 2009 Operating Agreement and Section 2.2.3 of the 2010 Operating Agreement, respectively. The assignments are attached hereto as Composite Exhibit "N," and the pertinent pages<sup>5</sup> of the JLI Dynasty Trust and the MJI Family Trust are attached hereto as Composite Exhibit "O."

50. Thereafter, in 2013, Harishen purported to assign its supposed interest—which it could not have ever obtained as set forth *supra*—to Sunlux. A transfer from Harishen to Sunlux is improper under the terms of the 2009 and 2010 Operating Agreement(s). Then Sunlux purportedly attempted to assign its interest to Shum, again improper, in 2018. The purported assignments are attached hereto as Composite Exhibit "P."<sup>6</sup>

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<sup>4</sup> The MJI Family Trust and the JLI Dynasty Trust are collectively referred to as the Trusts.

<sup>5</sup> For privacy reasons, only the first page and signature page of each trust is attached hereto.

<sup>6</sup> The 2009 Operating Agreement would have prevented the transfer in totality and the 2010 Operating Agreement did not permit a transfer from Harishen to Sunlux even with Mr. Inskeep's consent.

51. Mr. Inskeep maintains that the membership allocations in both the 2009 Operating Agreement and the 2010 Operating Agreement are inaccurate as there are no assignments to effectuate those allocations.

52. If, however, an operating agreement is somehow capable of transferring membership interests in the absence of any coinciding assignment or resolution, Jennifer Inskeep is a 51% member of Baccus Global pursuant to the 2009 Operating Agreement.

53. Only two scenarios are possible: Either operating agreements are capable of effectuating transfers of membership interests or they are not.

54. If they are so capable, Jennifer Inskeep has a 51% membership interest in Baccus Global and the 2010 Operating Agreement is incorrect as she neither assigned her interest nor was she a party to the 2010 Operating Agreement

55. If they are not so capable, Mr. Inskeep maintained his 100% ownership interest until the 2012 assignments to Jennifer Inskeep and the Trusts, at which point he owned 53.75%.

56. Taken together, the 2010 Operating Agreement's membership interest allocations found in Exhibit B thereto cannot be accurate.

57. The proper allocations of membership interests in Baccus Global is critical to all of the parties because Shum, Powers, and Milocco are in the process of improperly attempting to oust Mr. and Jennifer Inskeep from the Company and the propriety of their actions depends, in part, on the correct allocations of membership interests.

58. There are substantial questions with regard to the dating and signing of membership certificates that were located in Baccus Global's files. *See Alleged Membership Certificates*, attached hereto as Exhibit "Q."

**B. Shum, Powers, and Milocco attempt to oust Mr. and Jennifer Inskeep.**

59. Notwithstanding Mr. Inskeep and Jennifer Inskeep's role in creating Baccus Global and growing it into what it is today, on February 13, 2020, Mr. and Jennifer Inskeep were advised that they were allegedly "suspended," "kicked out," and "removed" from their respective positions at Baccus Global. Mr. Inskeep, in particular, was advised that he had been removed as Managing Member of Baccus Global. The February 13, 2020 correspondence is attached hereto as Composite Exhibit "R."

60. Mr. Inskeep and Jennifer Inskeep later learned that a document entitled "Written Consent and Action of Members" was executed by Shum, Powers, and Milocco attempting to remove Mr. Inskeep as a Managing Member and that their employment was allegedly terminated effective February 25, 2020, *see* Composite Exhibit "S," which should be noted was never provided to Mrs. or Mr. Inskeep except later through the litigation process.

61. Shortly thereafter, and without knowledge of Composite Exhibit S, Mr. Inskeep and Jennifer Inskeep discovered that they had been locked out of their Baccus Global e-mail accounts and Baccus Global Dropbox accounts. Mr. Inskeep and Jennifer Inskeep later learned that they had been deprived access to certain Baccus Global accounts held with BB&T, who is the primary holder of the Company's bank accounts and a line of credit.

62. Upon information and belief, BB&T removed Mr. and Jennifer Inskeep's access to and ability to transact business on behalf of Baccus Global at the inappropriate and improper direction of Shum, Powers, and/or Milocco and/or those acting at their behest.

63. Upon learning of such inappropriate and improper actions by Shum, Powers, and/or Milocco and/or those acting at their behest related to BB&T, Mr. Inskeep and Jennifer Inskeep demanded that BB&T restore their signature cards, access, and authority.

64. BB&T did not reinstate said signature cards, access, and authority in contravention of the Operating Agreement.

65. Upon information and belief, Shum, Powers, and/or Milocco, orchestrated and effectuated the lock-out, and have instructed BB&T to take certain actions premised on the improper assertion that Mr. Inskeep was removed as Managing Member of Baccus Global.

66. Further, upon information and belief, Shum improperly entered into a forbearance agreement with BB&T with respect to various events of default caused by their improper ouster of Inskeep and other bad accts.

67. Shum, Powers, and Milocco's actions are directly contrary to Section 3.4 of the of both the 2009 Operating Agreement and the 2010 Operating Agreement, which are identical and state:

Removal of Managing Members. In no event shall any Managing Member designated hereunder be removed by the Members, unless such Managing Member engages in fraud or willful misconduct and the other Members unanimously agree and consent to such removal.

68. Accordingly, should operating agreements be capable of effectuating transfers of membership interests, Shum, Powers, and Milocco's actions are in violation of the 2009 Operating Agreement as Jennifer Inskeep's vote pursuant to her 51% ownership interest is necessary to properly affect any removal.

69. Should operating agreements be incapable of effectuating transfers, however, Shum, Powers, and Milocco's actions could never effectuate a removal as none of them were ever properly assigned any membership interest in Baccus Global.

70. Ultimately, in any event, Shum, Powers, and Milocco needed consent from Mr. Inskeep, individually, Jennifer Inskeep, individually, or from Mr. Inskeep and Jennifer Inskeep, in

their capacities as trustee and co-trustees of the Trusts, to accomplish any removal of Mr. Inskeep as a Managing Member.

71. Accordingly, as no such consent was obtained, Shum, Powers, and Milocco's actions were improper and incapable of actually removing Mr. Inskeep as a Managing Member.

72. Mr. and Jennifer Inskeep, in all capacities, have retained the undersigned and agreed to pay them a reasonable fee.

**COUNT I**  
**DECLARATORY RELIEF**  
**On behalf of Mr. Inskeep**

73. The allegations of Paragraphs 1 – 51, 53, 55 – 67, 69 – 72 are re-alleged and incorporated herein.

74. This is an action pursuant to Florida Statutes Section 86.011 for declaratory relief.

75. There is a bona fide dispute between the parties about the effect of the 2009 Operating Agreement, the 2010 Operating Agreement, the Assignment, and the actions of BB&T taken in reliance on same, and as further described herein.

76. Considering the total lack of legitimate assignment of membership interests to Shum, Powers, and Milocco and the effect thereof, Inskeep has a justiciable question as to the existence or non-existence of some right, status, immunity, power, or privilege, or some fact upon which their existence may depend.

77. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity, as there is doubt and disagreement as to the allocation of membership interests in Baccus Global and the rights, status, immunities, powers, or privileges associated therewith, which requires the Court's interpretation of the facts, and the law applicable to those facts.

78. The antagonistic and adverse interests are all before the Court by proper process or representation.

79. Accordingly, Inskeep seeks a declaration from this Court that the 2009 Operating Agreement, the 2010 Operating Agreement, and the Assignment are void and ineffective and that he, in turn, owned 100% of the membership interests in Baccus Global until the December 2012 assignments to the Trusts at which point he owned a 53.75% membership interest in Baccus Global.

WHEREFORE, Plaintiff, MATHEW INSKEEP, individually, demands judgment from this Court declaring (1) that he owned 100% of the membership interests in Baccus Global until the December 2012 assignments to the Trusts, and (2) holds a 53.75% membership interest in Baccus Global. Further, Mr. Inskeep requests this Court to award him any and all costs, and such other relief as this Court deems just and proper.

**COUNT II**  
**DECLARATORY RELIEF**  
**On behalf of Jennifer Inskeep**

80. The allegations of Paragraphs 1 – 48, 50, 52 – 54, 55 – 72 are re-alleged and incorporated herein.

81. This is an action pursuant to Florida Statutes Section 86.011 for declaratory relief.

82. There is a bona fide dispute between the parties about the effect of the 2009 Operating Agreement, the 2010 Operating Agreement, the Assignment, and the actions of BB&T taken in reliance on same, and as further described herein.

83. Considering the effect of the 2009 Operating Agreement and the 2010 Operating agreement determine Jennifer Inskeep's membership interest in Baccus Global and the rights, status, immunities, powers, and privileges associated with same, Jennifer Inskeep has a justiciable



question as to the existence or non-existence of some right, status, immunity, power, or privilege, or some fact upon which their existence may depend.

84. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity as there is doubt as Jennifer Inskeep's rights, status, immunities, powers, or privileges associated with her membership interest, which requires the Court's interpretation of the facts, and the law applicable to those facts.

85. The antagonistic and adverse interests are all before the Court by proper process or representation.

86. Accordingly, Jennifer Inskeep seeks a declaration from this Court that Jennifer Inskeep is a member of Baccus Global who holds a 51% interest therein.

WHEREFORE, Plaintiff, JENNIFER INSKEEP, individually, by and through undersigned counsel, demands judgment from this Court declaring that Jennifer Inskeep holds a 51% interest in BACCUS GLOBAL, LLC. Further, Jennifer Inskeep requests this Court to award her any and all costs, and such other relief as this Court deems just and proper.

**COUNT III**  
**DECLARATORY RELIEF**  
**On behalf of Mr. and Jennifer Inskeep**

87. The allegations of Paragraphs 1 – 51, 53, 55 – 67, 69 – 72 are re-alleged and incorporated herein.

88. This is an action pursuant to Florida Statutes Section 86.011 for declaratory relief.

89. There is a bona fide dispute between the parties given the actions attempted by Shum, Powers, and/or Milocco and/or those operating at their behest, which actions are in contravention of the Operating Agreement, and the actions of BB&T taken in reliance on same, and as further described herein.

90. Considering that Baccus Global's membership interest allocation determines whether Shum, Powers, and Milocco were able to act effectively remove Mr. Inskeep as a Managing Member, the Trusts' membership interest in Baccus Global affects Mr. and Jennifer Inskeep's rights, statuses, immunities, powers, and privileges regarding Baccus Global. Accordingly, Mr. and Jennifer Inskeep have a justiciable question as to the existence or non-existence of some right, status, power, immunity, or privilege, or some fact upon which their existence may depend.

91. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity, as there is doubt and disagreement as to the Trusts' interests in Baccus Global and the rights, status, immunities, powers, or privileges associated therewith, which requires the Court's interpretation of the facts and the law applicable to those facts.

92. The antagonistic and adverse interests are all before the Court by proper process or representation.

93. Accordingly, Mr. and Jennifer Inskeep seek a declaration from this Court (1) that the MJI Family Trust holds a 23.25% interest in Baccus Global, and (2) that the JLI Dynasty Trust holds a 23% interest in Baccus Global.

WHEREFORE, Plaintiffs, MATHEW INSKEEP, individually, and JENNIFER INSKEEP, individually, by and through undersigned counsel, demand judgment from this Court declaring (1) that the MJI Family Trust holds a 23.25% interest in Baccus Global, (2) that the JLI Dynasty Trust holds a 23% interest in Baccus Global, and, further, Mr. and Jennifer Inskeep request this Court to award them any and all costs, and such other relief as this Court deems just and proper.

**COUNT IV**  
**DECLARATORY RELIEF**  
**On behalf of Mr. and Jennifer Inskeep**

94. The allegations of Paragraphs 1 – 72 are re-alleged and incorporated herein.

95. This is an action pursuant to Florida Statutes Section 86.011 for declaratory relief.

96. There is a bona fide dispute between the parties given the actions attempted by Shum, Powers, and/or Milocco and/or those operating at their behest require unanimous consent of the members of Baccus Global and neither Mr. Inskeep nor Jennifer Inskeep consented to such action in any relevant capacity.

97. Considering that Shum, Powers, and Milocco acted to purportedly remove Mr. Inskeep as a Managing Member, thereby depriving him of various rights, powers, and privileges associated with that position, and purported to do so by depriving Mr. Inskeep or Jennifer Inskeep of their rights to vote as members of Baccus Global, individually and/or as trustee and co-trustees of the Trusts, Mr. and Jennifer Inskeep have a justiciable question as to the existence or non-existence of some right, status, power, immunity, privilege, or some fact upon which their existence may depend.

98. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity, as there is doubt as to some right, status, immunity, power, or privilege, which requires the Court's interpretation of the facts, and the law applicable to those facts.

99. The antagonistic and adverse interests are all before the Court by proper process or representation.

100. Accordingly, Mr. Inskeep and Jennifer Inskeep seeks a declaration from this Court that, to the extent a resolution or other document exists, which purports to remove Mr. Inskeep as

Managing Member of Baccus Global, any such resolution or document is void or otherwise unenforceable because the unanimous agreement and consent to such removal was not obtained from Mr. and/or Jennifer Inskeep in their individual capacities or in their capacities as trustee and co-trustees of the Trusts as is required by the Operating Agreement, and Mr. Inskeep is the Managing Member of Baccus Global.

WHEREFORE, Plaintiffs, MATHEW INSKEEP, individually, and JENNIFER INSKEEP, individually, by and through undersigned counsel, demand judgment from this Court declaring that, to the extent a resolution or other document exists, which purports to remove Mr. Inskeep as Managing Member of Baccus Global, any such resolution or document is void or otherwise unenforceable because the unanimous agreement and consent to such removal was not obtained from Mr. and/or Jennifer Inskeep in their individual capacities or in their capacities as trustee and co-trustees of the Trusts as is required by the Operating Agreement and, as such, Mr. Inskeep is the Managing Member of Baccus Global. Further, Mr. and Jennifer Inskeep request this Court to award them any and all costs, and such other relief as this Court deems just and proper.

DATED this 23rd day of March, 2020.

By: /s/ Ashley Crispin Ackal  
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