

2024

NEW YORK CITY CIVIL COURT

LAW OFFICE OF CLAUDIO R. OCHOA, PLLC,

Plaintiff,

v.

WELIVV, INC dba APPLAUDABLE, and
ANDREW CHRISTODOULIDES,

Defendants.

019038

Index No.:

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

WELIVV, INC. dba APPLAUDABLE,
and ANDREW CHRISTODOULIDES

YOU ARE HEREBY SUMMONED to appear in the Civil Court of the City of New York, 111 Centre Street, New York, New York 10013, and required to serve upon plaintiff's attorney at the address stated below, an answer to the attached complaint within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if the summons was not personally delivered to you within the State of New York. Upon your failure to answer, judgement will be taken against you by default for the relief demanded in the complaint, together with the costs of this action. Plaintiff designates New York City as the place for trial in this matter because Defendants' principal place of business is in New York City and each regularly conduct and transact business within New York City.

Dated: October 23, 2024

Cause of Action: Breach of Contract
Damages Sought: \$5,563.37, plus fees and interest

FILED
OCT 31 2024
NEW YORK COUNTY
CIVIL COURT

LAW OFFICE OF
CLAUDIO R. OCHOA, PLLC
Attorney for Plaintiff

By: 
CLAUDIO R. OCHOA, ESQ

1750 Tysons Boulevard, Suite 1500
Tysons, Virginia 22102
(202) 968-4474

TO: WELIVV, INC
228 Park Avenue S PMB 44415
New York, New York 10003

-and-

14929 12th Avenue
Whitestone, New York 11357

ANDREW CHRISTODOULIDES
14929 12th Avenue
Whitestone, New York 11357

NEW YORK CITY CIVIL COURT

LAW OFFICE OF CLAUDIO R. OCHOA, PLLC,

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ANDREW CHRISTODOULIDES,

Defendants.

Index No.:

VERIFIED COMPLAINT

Now comes Plaintiff, LAW OFFICE OF CLAUDIO R. OCHOA (“Plaintiff”), through its attorney Claudio R. Ochoa, Esq., and for its Complaint against Defendants WELIVV, INC. dba APPLAUDABLE and ANDREW CHRISTODOULIDES (“Defendant(s)”) alleges:

NATURE OF THE CASE

1. This dispute involves Defendants refusal to pay two invoices for legal service provided by Plaintiff to the Defendants.
2. Since October 2020, Plaintiff has served as Defendant WeLivv’s outside general counsel and during that period submitted to Defendants over thirty (30) invoices, each of which Defendants paid without protest.
3. Beginning in June 2024, Defendants fell behind on paying the Plaintiff’s invoices. At no point during this period did Defendants dispute the amounts owed. Rather, Defendants made effusive promises to pay – for example, stating: “Sorry for the delay. We were hoping funding would come in this time [sic] week to take care of it. I should be able to get a payment out by next week.”
4. Plaintiff provided Defendants more time and even invited Defendants to propose a payment plan, which they never did. When the Firm formally withdrew as counsel on August 22, 2024 for nonpayment of the invoices and threatened legal action, Defendants, for the first time, denied their obligation to pay the outstanding invoices and began to assert baseless and fantastical claims against Plaintiff.
5. Plaintiff seeks to recover from Defendants all amounts due under its invoices in this action for account stated, breach of contract, and unjust enrichment, and asks this Court to pierce the corporate veil to allow this Court to reach the personal assets of the individual Defendant Andrew Christodoulides, as the majority shareholder, Chief Executive Officer, and sole director of Defendant WeLivv.

THE PARTIES

6. Plaintiff is a professional limited liability company duly licensed under the laws of Virginia, with its principal place of business located in Virginia.

7. Defendant, WELIVV, INC dba APPLAUDABLE is a business entity duly licensed under the laws of Delaware, with a principal place of business in New York. Upon information and belief, the company has registered as a foreign entity doing business in New York, has at least one employee in New York County, and maintains a bank account within the state.

8. Defendant, ANDREW CHRISTODOULIDES, is a natural person, the majority shareholder, Chief Executive Officer, and sole director WeLivv. Upon information and belief, Defendant Andrew Christodoulides resides between Spain and 14929 12th Avenue, New York, New York.

JURISDICTION AND VENUE

9. This court has personal jurisdiction over Defendants pursuant to CPLR s 301 as to one or each Defendant as (i) WeLivv is registered to do business in the State, (ii) identifies its principal place of business as 228 Park Avenue S PMB 44415, New York, New York, (iii) has continuous and systematic business operations in the State, (iv) upon information and belief, employs at least one individual in the State, and (iv) owns, uses or possesses real property within the state.

10. Venue is proper pursuant to CPLR s 503, as one or more parties has a principal business address in the City of New York.

FACTUAL BACKGROUND

11. On August 21, 2023, Plaintiff and Defendants executed an amended engagement letter (the "Agreement"), pursuant to which Plaintiff agreed to continue to provide legal services to Defendants (Exhibit A).

12. The Agreement provided that Plaintiff would bill its services on an hourly basis, in 15-minute increments, at an hourly rate of \$450. However, Plaintiff agreed to discount its rate to \$385 per hour so long as Defendants paid the invoice within the payment terms set out in each invoice – typically, four to five days from issuance. If Defendant failed to remit payment within terms, the invoice would be recalculated based on the hourly rate of \$450 and the additional amount due would be included on the next month's invoice. Plaintiff submitted invoices electronically on a monthly basis.

13. Additionally, the Agreement provided that Defendant would be responsible for (i) incidental costs and expenses related to the rendered services, including filing and legal research fees, and (ii) a late payment fee of 5.0% that would accrue on the outstanding amount each 30-day period the invoice was past-due.

14. On June 3, 2024, Plaintiff submitted Invoice 1331 for 3.5 hours of services rendered for the period May 6, 2024 through June 3, 2024 (“Invoice 1331”) in the amount of \$1,347.50, which was due June 7, 2024 (Exhibit B).

15. On July 8, 2024, Plaintiff submitted Invoice 1335 for 5.5 hours of services rendered for the period June 12, 2024 through June 24, 2024 (“Invoice 1335”) in the amount of \$2,644.50, which was due July 12, 2024 (Exhibit C).

16. Both Invoice 1331 and 1335 (the “Invoices”) contained a detailed description of the services provided. Not only is the level of detail of each description commensurate with standard legal practice, but was also consistent with each invoice that was submitted to Defendants over the previous three years and paid without objection.

17. The Invoices included the following language on the actual invoice as a Term and Condition: “Pmts received after the due-date will be re-billed at my standard hourly rate of \$450. If ‘Lexis’ is included in your invoice that means that I accessed Lexis, a legal research database, or work performed on your behalf.” On approximately a dozen previous occasions, Plaintiff assessed both fees for late payment when Defendants did not pay by the due date stated in the invoice and research costs. In each case, Defendants paid the fees and invoices without objection.

18. As is typical of any attorney-client engagement, all Plaintiff’s invoiced services were performed at the direct request of its client, Mr. Christodoulides, and are documented in the email chain titled “Subscription Agreements” and attached hereto as Exhibit D.

19. Defendants accepted all services and never once prior to this dispute did they raise any issue or concern with the competency of the services, the time billed, or the work product delivered. To the contrary, all the services billed in Invoices 1331 and 1335 were successfully completed for Defendants, including securing trademark registration, drafting an option agreement and successfully negotiating the terms with the grantee, structuring a new financing round and related documents that Defendants then used in an attempt to raise additional funding.

20. Beginning June 11, 2024 and through August, Plaintiff sent five (5) unanswered emails to Defendants inquiring into the status of payment of the Invoices.

21. As of the date of this Complaint, Defendants have not remitted payment on either Invoice 1331 or 1335. This is despite repeated assurances it would provide payment as an inducement for Plaintiff to continue to provide services. For example, in the email chain titled “Subscription Agreements” attached as Exhibit D:

- a. On June 21, 2024, in response to Plaintiff’s email inquiring as to payment of Invoice 1331, Claudine Morgan, company bookkeeper and wife of Defendant Christodoulides, wrote: “Sorry for the delay. We were hoping funding would come in this time [sic] week to take care of it. I should be able to get a payment out by next week.”

- b. On June 23, 2024, after several additional unanswered emails as to payment, Defendant Andrew Christodoulides wrote as to Invoice 1331, “We will get the invoice paid asap, Claudio. Sorry its delayed this month.”
- c. On June 24, 2024, in an effort to induce Plaintiff to continue to provide services (which would later be reflected in Invoice 1335) despite non-payment of Invoice 1331, Defendant Andrew Christodoulides wrote, “You’ll never not get paid for work you did. I think the relatively limited work in the most recent bill was a reflection of my trying to do exactly the opposite of trying to get work done that we wouldn’t pay for.”

22. On August 21, 2024, Plaintiff sent the following email to Defendant Andrew Christodoulides: “I currently have two outstanding invoices, including one that is 60 days past due. As I’ve sent you several emails without any response, I will have to take additional action, including permanently withdrawing as counsel, if I don’t receive payment (incl. late fees) by 8/21.” To which, Defendant Christodoulides responded, “Claudio, I understand you’re very concerned about the two open invoices. If I could’ve paid them I would have. And the moment I can, I will, but I think it’s probably best that we find new council to avoid the risk of you ever being in this very difficult situation again.”

23. On August 22, 2024, Plaintiff sent Defendant Christodoulides a formal notice of withdrawal as company counsel and a final demand for payment, appended hereto as Exhibit E. In that letter, Plaintiff requested payment by August 30 or, in an effort to provide Defendants yet again some flexibility, a payment plan proposal that would resolve the balance by September 30, 2024. Defendants provided neither and instead (only after being faced with potential legal action) made certain efforts to manufacture a dispute as to the accuracy of the Invoices and competency of the rendered services ---- issues that have never been asserted over the four-year relationship.

24. As of the date of this Complaint, the Defendants owes the following amounts per the terms of the Invoices and Agreement (excluding costs related to enforcing the Agreement, attorney fees, and interest):

Invoice Date	Due Date	Amount	Adjusted Amount if Paid Outside Terms	Late Pmt Fee To-Date	Total
6/13/2024	6/7/2024	\$1,347.50	\$1,575	\$339.42	\$1,914.42
7/8/2024	7/12/2024	\$2,644.50	\$3,002	\$646.95	\$3,648.95
				TOTAL	\$5,563.37

FIRST CAUSE OF ACTION
(Pierce the Corporate Veil)

25. Plaintiff repeats, re-alleges, and adopts the allegations in paragraphs 1 through 24 and incorporates them herein by reference.

26. As the majority shareholder, Chief Executive Officer, and sole director, Defendant Andrew Christodoulides exercised complete dominion and control over Defendant WeLivv in order to commit the wrongs alleged herein.

27. Upon information and belief, Defendants are engaged in a scheme to defraud Plaintiff by siphoning cash out of the business that could otherwise be used to pay any judgement in this matter.

28. Upon information and belief, as part of this scheme or plan, Defendant Andrew Christodoulides used Defendant WeLivv as his alter-ego.

29. Upon information and belief, Defendant Andrew Christodoulides commingled funds and used his domination and control of Defendant WeLivv to commit a fraud or wrong against Plaintiff.

30. Upon information and belief, Defendant Andrew Christodoulides routinely uses company monies and investor funds for personal expenses.

31. Upon information and belief, Defendant Andrew Christodoulides does not receive a set salary, but instead distributes company cash to himself on an ad-hoc basis and solely in his discretion.

32. Upon information and belief, Defendants failed to observe corporate formalities – including not holding shareholder and board meetings, or obtaining board authorization for major corporate actions – and Defendant Andrew Christodoulides is utilizing the corporate form to divest Defendant WeLivv of any funds or assets sufficient to pay the amounts due to Plaintiff under the Agreement.

33. Upon information and belief, the only executive employee other than Defendant Andrew Christodoulides is his wife, who serves as the company's bookkeeper and controller, and to whom the company pays a salary. Defendant WeLivv has no outside or independent oversight, as the Board of Directors consists solely of Defendant Andrew Christodoulides.

34. Upon information and belief, Defendant WeLivv has never been properly capitalized, as it has never been profitable and instead relies entirely on continuous fundraising from new investors.

35. Upon information and belief, the majority of capital raised is distributed to Defendant Andrew Christodoulides or his wife through a combination of compensation, the payment by the business of personal expenses, and repayment of loans.

36. Upon information and belief, Defendants have repeatedly failed to comply with their Reporting obligations under the Securities Act of 1933 and Securities Exchange Act of 1934, and regulations promulgated thereunder.

37. Upon information and belief, Defendants have a pattern of running out of money and then refusing to pay its vendors, suppliers, advisors, and consultants.

SECOND CAUSE OF ACTION

(Breach of Contract Against Both Defendants)

38. Plaintiff repeats, re-alleges, and adopts the allegations in paragraphs 1 through 37 and incorporates them herein by reference.

39. The Agreement is a valid and binding contract between Plaintiff and Defendants. Defendant Andrew Christodoulides signed the Agreement. At all times during the course of the representation, both of the Defendants acted in accordance with the terms of the Agreement, made payments (other than the Invoices that are the subject to this Complaint) pursuant to its terms, and accepted the benefits of the Agreement.

40. Under the Agreement, Plaintiff provided legal services to Defendants and the Defendants agreed to pay for those services according to the terms of the Agreement and the relevant invoice.

41. Plaintiff in-fact provided the services identified in Invoices 1331 and 1335, performing all its obligations under the Agreement. Defendants have breached the terms of the Agreement by now refusing to pay for the services rendered.

THIRD CAUSE OF ACTION

(Account Stated Against Both Defendants)

42. Plaintiff repeats, re-alleges, and adopts the allegations in paragraphs 1 through 41 and incorporates them herein by reference.

43. This is an action for the payment of legal services provided by Plaintiff and detailed in the attached invoices, each of which have been duly demanded and unpaid.

44. Neither Invoice has been paid to Plaintiff after due demand was made for payment.

45. Neither of the Invoices, or the services reflected thereby, were rejected or objected to by Defendants contemporaneously.

46. Pursuant to CPLR s 3016(f), Plaintiff rendered to Defendants full and true statements of account of the indebtedness owing by Defendants, which account statements were delivered to Defendants, resulting in an account stated.

FOURTH CAUSE OF ACTION

(Unjust Enrichment Against Both Defendants)

47. Plaintiff repeats, re-alleges, and adopts the allegations in paragraphs 1 through 46 and incorporates them herein by reference.

48. In the alternative event that no value and enforceable contract exists between Plaintiff and Defendants, Plaintiff pleads this unjust enrichment claim.

49. As of October 2020, Defendants began to solicit Plaintiff's services. Defendants understood that those services would be billed by the hour, and they acknowledged Plaintiff's rates and terms of services.

50. From October 2020 through June 2024, Plaintiff submitted approximately thirty (30) invoices to Defendants and Defendants paid each one without objection. Beginning in May 2024, Defendants solicited Plaintiff's assistance in securing various trademark registrations, drafting an option agreement and negotiating the terms with the grantee, structuring a new financing round and related documents. In each case, the matter was completed as requested -- in fact, successfully -- and Defendants ultimately utilized all work product submitted.

51. To-date, Defendants have not paid the Firm for the work they solicited Plaintiff's to perform.

52. At the time they solicited the services, Defendants were aware of Plaintiff's rates and terms, given its four-year relationship and the 30 invoices Defendants paid.

53. Defendants received a substantial benefit from the work Plaintiff performed and would be unjustly enriched if they are not required to remit payment to Plaintiff's.

PRAYER FOR RELIEF


WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in its favor and grant the following relief:

- (a) **On the First Cause of Action:** An order piercing the corporate veil between Defendants and holding each jointly and severally liable for the others' obligations under the Agreement and wrongdoing to Plaintiff;
- (b) **On the Second Cause of Action:** Judgement in favor Plaintiff and against Defendants, jointly and severally, in the amount of \$5,563.37, inclusive of late payment fees and adjustment for payment outside of payment terms, plus interest and Plaintiff's reasonable attorney fees and other costs required to enforce the Agreement;
- (c) **On the Third Cause of Action:** Judgement in favor Plaintiff and against Defendants, jointly and severally, in the amount of \$5,563.37, inclusive of late payment fees and adjustment for payment outside of payment terms, plus interest and Plaintiff's reasonable attorney fees and other costs required to enforce the Agreement;
- (d) **On the Fourth Cause of Action:** Judgement in favor Plaintiff and against Defendants, jointly and severally, in the amount of \$5,563.37, inclusive of late payment fees and adjustment for payment outside of payment terms, plus interest and Plaintiff's reasonable attorney fees and other costs required to enforce the Agreement;

(e) Any additional and further relief as may be deemed just and appropriate.

Dated: New York, New York
October 23, 2024

LAW OFFICE OF
CLAUDIO R. OCHOA, PLLC
Attorney for Plaintiff

By: 
CLAUDIO R. OCHOA, ESQ.

1750 Tysons Boulevard, Suite 1500
Tysons, Virginia 22102
(202) 968-4474

VERIFICATION

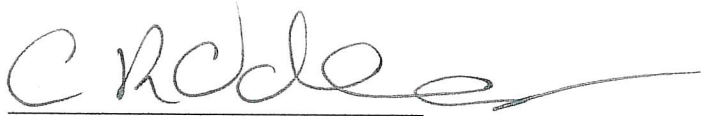
STATE OF NEW YORK)
)
CITY OF NEW YORK)

ss:

CLAUDIO OCHOA, being duly sworn, deposes and says:

1. I am the sole attorney and member at Law Office of Claudio R. Ochoa, PLLC (the "Firm") and I make this Verification on behalf of the Firm.

2. I have read the foregoing Complaint. The matters stated in the Complaint are true to the best of my knowledge and, as to those matters alleged on information and belief, I believe them to be true.

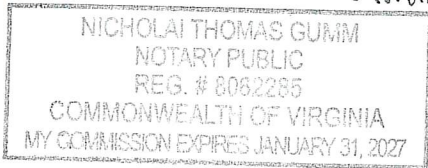


CLAUDIO OCHOA, ESQ.

Sworn to before me this
23 day of October 2024



Nicholai T. Gumm



EXHIBITS.

EXHIBIT A - Amended Engagement Letter dated August 21, 2023 between Claimant and Respondent

EXHIBIT B - Invoice 1331 for 3.5 hours of services rendered for the period May 6, 2024 through June 3, 2024 ("Invoice 1331") in the amount of \$1,347.50, which was due June 7, 2024

EXHIBIT C - Invoice 1335 for 5.5 hours of services rendered for the period June 12, 2024 through June 24, 2024 ("Invoice 1335") in the amount of \$2,644.50, which was due July 12, 2024

EXHIBIT D - Email chain titled "Subscription Agreements" between Mr. Ochoa and Mr. Christodoulides. (ATTORNEY-CLIENT PRIVILEGED PORTIONS HAVE BEEN REDACTED)

EXHIBIT E - Letter dated August 22, 2024 from Mr. Ochoa to Mr. Christodoulides providing formal notice of withdrawal as company counsel and a final demand for payment

EXHIBIT A

Law Office of Claudio R. Ochoa, PLLC

1750 Tysons Boulevard, Ste 1500
Tysons Corner, Virginia 22102

August 21, 2023

Andrew Christodoulides
WeLivy, Inc.
228 Park Ave PMB 44415
New York, New York 10003

VIA EMAIL: andrew@applaudable.com

Re: Amended Engagement Letter

Dear Andrew:

This letter amends my initial engagement letter with WeLivy, Inc (the "Company") dated October 1, 2020. Subject to its execution, I hereby continue to agree to act as corporate counsel to the Company.

Although I may serve as corporate counsel, I can only be aware of those matters you specifically bring to my attention and I am only responsible for those specific matters upon which the Company engages me. Although I will seek to be helpful, the scope of my representation does not include providing tax, accounting, financial, capital raising, or M&A advice, nor does it involve providing legal advice related to tax, bankruptcy, litigation, intellectual property, human resources and benefits, and international and foreign law, among others. You acknowledge that we have discussed my experience and qualifications regarding the nature of this representation, and you affirm that considering that information you are fully comfortable continuing with me as the Company's counsel.

When I render services to the Company, you acknowledge that I have relied upon you to supply me with the facts upon which I render them. You also acknowledge I have relied upon you to review all legal documents that I prepare for factual accuracy and completeness. Both you and the Company agree that neither is relying on me for accounting, bookkeeping, business, investment, tax, or finance related decisions.

You agree that I am not responsible for the business or economic success of any transaction in which I represent the Company, as I cannot assure you that any transaction will be successfully consummated, will result in a favorable outcome to you, or will be free from disagreement or litigation. Finally, you understand and agree that the scope of my engagement does not include monitoring administrative, judicial, or legislative developments that may impact you or the business, nor any filing or other deadline unless I have been specifically directed to do so by you.

Although I may from time to time at your request assist shareholders, officers, directors, employees or agents, unless we have otherwise agreed in writing, for purposes of establishing the attorney-client relationship, only the Company is my client.

The Company agrees to indemnify and hold me harmless to the fullest extent permitted by law and the New York Rules of Professional Conduct from and against any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements, and any and all actions, suits, proceedings and investigations in respect thereof and any and all legal and other costs, expenses and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing, pursuing or defending any such action, suit, proceeding or investigation (whether or not in connection with litigation in which I am a party)) (collectively, "Losses"), directly or indirectly, caused by, relating to, based upon, arising out of, or in connection with, my acting for the Company at any point in time, including prior to the date of this amended engagement letter, except to the extent that any such Losses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from my gross negligence or willful misconduct. Subject to applicable law, expenses of preparation and presentation of a defense to any claim, action, suit or proceeding subject to a claim for indemnification pursuant to this amended engagement letter, shall be advanced by the Company prior to final disposition thereof upon receipt of an undertaking by me to repay such amount if it is ultimately determined that I am not entitled to indemnification.

Effective August 1, 2023, my fees for legal services are \$450 per hour, billed in 15-minute increments. Given our history of working together, I hereby agree to continue to offer a discounted fee of \$385 ("Discounted Fee"), if paid within the payment terms specified below. In addition, the Company will be responsible for all expenses and costs incurred by me in furtherance of the representation, including but not limited to postage, printing, travel, filing fees, fees to expedite certain filings, and the cost for me to access certain legal databases and research tools on your behalf, such as Westlaw.

I will continue to invoice you on a monthly basis through PayPal Business. Payment is due within five (5) days of receipt. Payment may be made only by PayPal, Zelle, or other ACH method. If payment is remitted by PayPal, I am assessed a 3.0% processing fee, which I will include on the Company's next invoice.

If payment is not received within ten (10) days of receipt, the Discounted Fee will be withdrawn and the invoice will be recalculated at my full hourly rate of \$450, and that additional amount will be added to the following month's invoice. If any invoice remains outstanding for more than thirty (30) days after receipt, a late payment fee of 5% of all unpaid amounts due and outstanding shall be assessed each 30-day period after receipt that the amount remains outstanding. Additionally, I reserve the right to withdraw from the representation or withhold work product, regardless of any negative effect it may have on the Company. Notwithstanding the above, failure to pay any invoice when due constitutes a breach of this Agreement.

Without relieving the Company of its obligation to pay any invoice, the Company may terminate my representation at any point and for any reason. However, I request that you provide me at least 30 days' notice so that I can arrange for the orderly transfer of your file and outstanding matters.

Any dispute, claim or controversy arising out of or relating to my representation or this engagement letter (or the breach, termination, enforcement, interpretation or validity thereof), including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Fairfax County, Virginia before one arbitrator. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration and all other costs incurred by the prevailing party in seeking to enforce this agreement, including third-party collections.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing it. Otherwise, please sign the letter and return it to me via email.

Sincerely,

Claudio Ochoa

Claudio Ochoa, Esq.

Acknowledged & Agreed to:

WELIYY, INC.

Andrew Christodoulides 9/22/2023

Andrew Christodoulides Date

EXHIBIT B

INVOICE

Law Offices of Claudio R. Ochoa

Tax ID: 522412872

claudio@ochoa-law.com; Website:

www.ochoa-law.com

Invoice No#: 1331

Invoice Date: Jun 3, 2024

Due Date: Jun 7, 2024



\$1,347.50
AMOUNT DUE

BILL TO

claudine@applaudable.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Legal Services - May 5/6/24 0.25 Update option agmt. 5/9/24 0.25 Email w/ IB; trademark letter. 5/15/24 0.5 Emails w/IB; resend option docs. 5/23/24 0.5 Call w/AC. 6/3/24 2 Respond to USPTO; update corporate folder.	3.5	\$385.00	\$1,347.50
			Subtotal	\$1,347.50
			TOTAL	\$1,347.50 USD

TERMS AND CONDITIONS

Payment should be remitted via ACH or Zelle. You may remit payment via this invoice/Paypal. However, note that PayPal will assess me a fee of 2% that I will add to your next invoice. Pmts received after the due date will be re-billed at my standard hourly rate of \$450. If "Lexis" is included in your invoice that means that I accessed Lexis, a legal research database, for work performed on your behalf.

EXHIBIT C

INVOICE

Law Offices of Claudio R. Ochoa

Tax ID: 522412872

claudio@ochoa-law.com; Website:

www.ochoa-law.com

Invoice No#: 1335

Invoice Date: Jul 8, 2024

Due Date: Jul 12, 2024

\$2,644.50

AMOUNT DUE

BILL TO

claudine@applaudable.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Legal Services - June (Discounted Rate) 6/12/24 3.25 Draft purchase agmts, amended articles; resolutions. 6/14/24 1 Draft resolutions. 6/18/24 0.75 Respond to USPTO re: logo. 6/24/24 0.5 File amended certificate; email to potential investor.	5.5	\$385.00	\$2,117.50
2	Reimbursable Expenses USPTO filing fee (\$100); Late Fee (\$227); DE filing fee (\$50); Lexis Fee (\$150)	1	\$527.00	\$527.00
			Subtotal	\$2,644.50
			TOTAL	\$2,644.50 USD

TERMS AND CONDITIONS

Payment should be remitted via ACH or Zelle. You may remit payment via this invoice/Paypal. However, note that PayPal will assess me a fee of 2% that I will add to your next invoice. Pmts received after the due date will be re-billed at my standard hourly rate of \$450. If "Lexis" is included in your invoice that means that I accessed Lexis, a legal research database, for work performed on your behalf.

EXHIBIT D

Wednesday, August 28, 2024 at 12:54:29 Eastern Daylight Time

Subject: Re: Subscription agreements
Date: Monday, July 22, 2024 at 9:08:20 PM Eastern Daylight Time
From: Claudio Ochoa
To: Andrew Christodoulides
CC: Claudine Morgan

Andrew:

I never received a response from you and there are now two invoices past-due. We need to close these out asap. Pls confirm we can do that tomorrow.

Best,
Claudio

From: Claudio Ochoa <claudio@ochoa-law.com>
Date: Tuesday, July 2, 2024 at 9:07 AM
To: Andrew Christodoulides <andrew@applaudable.com>
Subject: Re: Subscription agreements

Andrew:

I am following up on the outstanding invoice.

Also, any update on the raise?

Best,
Claudio

From: Andrew Christodoulides <andrew@applaudable.com>
Date: Monday, June 24, 2024 at 10:08 AM
To: Claudio Ochoa <claudio@ochoa-law.com>
Subject: Re: Subscription agreements

You'll never not get paid for work you did. I think the relatively limited work in the most recent bill was a reflection of my trying to do exactly the opposite of trying to get work done that we wouldn't pay for.

Attached are the signed documents. The first one is under "[REDACTED]" (which is the one he wanted to void) and the second is under "[REDACTED] Irrevocable Trust" which is the one that needs to be funded. I have already provided him with funding instructions. I have attached both sets of docs. David's email is:

[REDACTED]

██████████@aol.com

Separately, I have a dozen or so investors that are advancing and I expect some of these to commit soon. One of them can be a serious investment amount and could be a great resource for the company, but he is interested in joining the board (which I am considering but want to speak with you about it before moving forward).

Andrew

On Mon, Jun 24, 2024 at 3:52 PM Claudio Ochoa <claudio@ochoa-law.com> wrote:

Hey Andrew:

Unfortunately, not a question of history as that doesn't matter much if a business runs out of money. Its one thing to have things be a little tight, its another to ask me to do work if there isn't a way to pay for it. Again, happy to work with you --- I just want to know going into it.

Yes -- I can do the below. Pls send his email and the docs he signed. I will CC you.

Bet,
Claudio

From: Andrew Christodoulides <andrew@applaudable.com>
Date: Monday, June 24, 2024 at 9:18 AM
To: Claudio Ochoa <claudio@ochoa-law.com>
Subject: Re: Subscription agreements

I'd hope we have enough history at this point that this isn't too big of an issue. And sometimes necessary optimism prevents me from knowing some of these things in advance. I'm in the thick of it right now and with so many of these investors transitioning over to summer mode, things have been moving slower than expected. We have signed docs from one investor for 100,000 but he hasn't funded yet and I'm trying to not show desperation by following up too aggressively or prematurely with him. Wonder if it might make sense for you to shoot him an email? There was a slight issue that maybe we could use as the angle. He initially signed the docs under his own name, ██████████. He then asked to change the name to one of his trusts and I suggested we just sign new docs in the name of the trust, and rip the first ones up. Maybe you can follow up saying that as soon as he funds, effectively finalizing the investment, you want to send out some formal letter confirming that the first agreement is being voided? What do you think?

Andrew Christodoulides
Founder/CEO

On Mon, Jun 24, 2024 at 3:12 PM Claudio Ochoa <claudio@ochoa-law.com> wrote:

Andrew:

Like I said – always willing to work with you. Would just ask for advance notice as opposed to unanswered emails. Have just been burned too many times (including just last month from another client) when invoices become dependent on funding.

What is the status of the current round?

Best,
Claudio

From: Andrew Christodoulides <andrew@applaudable.com>

Date: Sunday, June 23, 2024 at 3:41 AM

To: Claudio Ochoa <claudio@ochoa-law.com>

Subject: Re: Subscription agreements

We will get the invoice paid asap, Claudio. Sorry its delayed this month.

On Mon, Jun 17, 2024 at 4:08 PM Claudio Ochoa <claudio@ochoa-law.com> wrote:

Andrew:

Just confirming that I sent the resolutions and amended certificate on Friday for you to sign via DocuSign. Pls execute asap. Again, note, that you cannot legally [REDACTED] [REDACTED]so if you plan to sign investors soon, this needs to be done asap. Also let me know if you want me to expediate the certificate for the added fee.

Lastly, I've emailed Claudine a couple times about my o/s invoice, but with no response. Can you get that taken care of asap? Thx.

Best,
Claudio

From: Claudio Ochoa <claudio@ochoa-law.com>

Date: Friday, June 14, 2024 at 12:37 PM

To: Andrew Christodoulides <andrew@applaudable.com>

Subject: Re: Subscription agreements

Ok. I will send you the resolutions to sign. Once executed, you will need to send these out to shareholders who are entitled to vote: Class A and Preferred.

Do you want me to expedite the filing of the certificate?

EXHIBIT E

Law Office of Claudio R. Ochoa, PLLC

1750 Tysons Boulevard, Ste 1500
Tysons Corner, Virginia 22102

August 22, 2024

Andrew Christodoulides
WeLivv, Inc.
228 Park Ave PMB 44415
New York, New York 10003

VIA EMAIL: andrew@applaudable.com

Re: Notice of Withdrawal & Final Demand for Payment

Dear Andrew:

Pursuant to our email exchange on August 14, 2024, I hereby formally withdraw as counsel for WeLivv, Inc. effective immediately due to non-payment of my invoices.

Despite repeated requests, the company has failed to remit payment, or offer to make any arrangement for payment, on two outstanding invoices, which are now 37 and 64 days past due. Based on the terms of our engagement agreement dated August 21, 2023 ("Engagement Agreement"), the company currently owes my firm a total of \$4,888.44, as detailed below.

Invoice Date	Due Date	Amount	Adj Amount if Paid Outside Terms	Late Pmt Fee To-Date	Total
6/3/2024	6/7/2024	\$1,347.50	\$1,575	\$161.43	\$1,736.43
7/8/2024	7/12/2024	\$2,644.50	\$3,002	\$150.01	\$3,152.01

As I no longer represent the company, I will neither respond to any communication on the company's behalf nor monitor any deadline or application – this includes but is not limited to investor communications, Securities & Exchange Commission deadlines and requirements, and the company's pending trademark applications before the U.S. Patent & Trademark Office. You should be aware that there are certain upcoming deadlines and obligations that require the company's immediate attention and may be time-sensitive. I suggest you seek legal advice from another attorney in order to preserve any rights that you may have and not incur liability.

In a final attempt to resolve the outstanding balance owed to my firm, I am willing to offer until August 30 for the company to provide payment in-full or propose a satisfactory payment plan that will resolve the balance no later than September 30 (any such plan will require you to execute a confession of judgement).

Andrew Christodoulides
WeLivv, Inc.
August 22, 2024

If we are not able to reach a resolution by August 30, I will have no choice but to pursue legal action. You should note that I anticipate filing causes of action against both the company and you personally. Additionally, the Engagement Letter entitles me to reimbursement of all costs, attorney fees incurred by me (including my own time), and third-party debt collection specialists. As such, if you fail to provide payment as specified above, you should expect additional liabilities of up to \$10,000, as well as the continued imposition of the late payment fee of 5.0%, which is assessed on the unpaid balance every 30 days for so long as it is outstanding. To be clear, once I commence legal action, I will not settle this matter for anything less than the full amount plus the aforementioned expenses and fees. Lastly, I reserve the right to bring any other claim and seek alternative remedies, including the filing of an IRS Form 1099-C.

It is my sincere hope that we can resolve this matter amicably without the need for legal action or additional expense to the company.

Sincerely,

Claudio Ochoa

Claudio Ochoa, Esq.