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| DISTRICT COURT, BOULDER COUNTY, STATE OF COLORADO<br>1777 6 <sup>th</sup> St., Boulder, CO 80302<br>(303) 441-3750  | DATE FILED: December 1, 2020 5:21 PM<br>FILING ID: 9E7928DEB28AF<br>CASE NUMBER: 2020CV265 |
| ELIZABETH LORIE, NANCY HUNTER, GLOBAL DISCLOSURE, LLC Plaintiffs,<br><br>v.<br><br>COREY GOODE; STACY GOODE; AND GOODE ENTERPRISE SOLUTIONS, INC., A COLORADO CORPORATION, Defendants.        | <p style="text-align: center;"><b>▲ FOR COURT USE ONLY ▲</b></p>                           |
| Attorney for Plaintiffs:<br>Robinson & Henry, P.C.<br>Joseph J. Novak, #41904<br>Marcus T. Wile, #49471<br> | Case Number: 2020CV00265<br><br>Division: 3  |
| <p style="text-align: center;"><b>FIRST AMENDED COMPLAINT</b></p>   |  |

Plaintiffs Elizabeth Lorie (“Lorie”), Nancy Hunter (“Hunter”), and Global Disclosure LLC (“GD”) (all collectively as “Plaintiffs”), by and through their attorneys, Robinson & Henry, P.C., for their Complaint against Defendants Corey Goode (“Goode”), Stacy Goode, and Goode Enterprise Solutions, Inc. (“GES”) (all collectively as “Defendants”), allege as follows:

### PRELIMINARY STATEMENT

1. This is a dispute about faithless partners reneging on a binding oral contract after refusing to pay Lorie and Hunter their share of revenue, refusing to pay Lorie and Hunter for their services, refusing to pay agreed-upon out-of-pocket reimbursable expenses to Lorie and Hunter, and refusing to memorialize the agreement between Defendants and Lorie in a signed writing related to the online spirituality class taught by Corey and Stacy Goode titled “Accelerating Ascension.”

2. Corey and Stacy Goode make their living by holding themselves out to the public as pillars of integrity, spirituality and leaders of a “*Oneness*” and “*Service to Others*” movement, while they enrich themselves by defrauding, manipulating, and exploiting hard-working, kind-hearted, and generous people like Plaintiff Lorie and Plaintiff Hunter.

3. This case arises from the Goodes' refusal to pay Lorie and Hunter for their services in relation to the Accelerating Ascension online class, which had at its very core spiritual teachings related to (among other topics) "***Oneness***" and "***Service to Others.***"

4. No good deed goes unpunished as Plaintiffs Elizabeth Lorie and her mother, Nancy Hunter, worked incredibly hard to get Defendants in the position of producing over \$700,000 in revenue only to be refused their agreed-upon share once the project was completed.

5. Lorie also spent hundreds of hours performing professional services for Goode to help him with separate and unrelated matters and projects in which Lorie had no ownership interest, and for which Lorie has never been paid.

6. Plaintiffs are now forced to seek judicial intervention so that Plaintiffs can obtain the benefit of their bargain and prevent Defendants from successfully completing their plan to shortchange Plaintiffs or completely lock Plaintiffs out of their rightful percentage of proceeds, and hold Defendants accountable for their unjust enrichment. As such, by this action, Plaintiffs seek damages, a declaratory judgment as well as injunctive relief.

### **PARTIES**

7. Plaintiff Elizabeth Lorie is citizen of Florida, [REDACTED]

8. Plaintiff Nancy Hunter is a citizen of Florida. [REDACTED]

9. Plaintiff Global Disclosure, LLC is a Florida limited liability company.

10. Defendant Corey Goode is a citizen of Colorado, upon information and belief, residing and working in Broomfield, Colorado.

11. Upon information and belief, Stacy Goode is married to Corey Goode, is a citizen of Colorado, and resides and works in Colorado.

12. Defendant Goode Enterprise Solutions, Inc. is, upon information and belief, a Colorado corporation with its principal place of business located [REDACTED] Colorado.

13. Upon information and belief, Good Enterprise Solutions, Inc. is the alter ego of Corey and Stacy Goode.

### **JURISDICTION AND VENUE**

14. Venue in the District Court of Boulder County, Colorado is proper as the Plaintiffs and Defendants have conferred and agreed to the same.

15. This Court has personal jurisdiction over Defendants as a result of Defendants' transactions of business within the state, their citizenship of the state, as well as systematic and continuous contacts with the state.

16. The subject matter jurisdiction of this Court is proper pursuant to Article 6, Section 9 or the Constitution of the State of Colorado.

## GENERAL ALLEGATIONS

17. In or around October 2019, Defendant Corey Goode told Lorie that he was in desperate need of money.

18. Goode is and was at all relevant times jobless and has not worked consistently for several years.

19. Lorie agreed to provide two personal loans to Goode in the amount of \$1,000.00 each to Goode to help provide support while he awaited monies to come in from other projects he had previously worked on.

20. Lorie transferred \$1,000.00 to Goode on October 17, 2018, and another \$1,000.00 to Goode on October 22, 2019. Goode agreed to return the \$2,000.00 to Lorie as soon as monies came in.

21. The personal loans totaling \$2,000 were repaid to Lorie, interest free, in January 2020.

22. In or around late October to early November 2019, Goode told Lorie that he believed he could raise money by selling an online class that he would teach (the “Project”). Lorie offered to partner with Goode, create the online class Project, design a website, and manage the Project.

23. Goode accepted Lorie’s offer, and Lorie and Goode orally agreed that, in exchange for the work Lorie would perform, Goode would share 40% of any and all revenue from the Project with Lorie or Hunter and Lorie’s company (Global Disclosures LLC), and Goode would also pay Lorie the \$2,000.00 she had already loaned to Goode.

24. On November 8, 2019, Lorie began performance on the oral agreement by creating a new customer account on Kajabi.com, using her personal email address and credit card to pay the monthly fees of \$200.00 (since Goode had no money), and in good faith, Lorie set up the account in the name of Defendant Corey Goode and his company, Defendant Goode Enterprise Solutions, Inc., a Colorado corporation (“GES”).

25. Based on Corey and Stacy Goodes’ allegations that they were victimized and exploited by their prior business associates, Lorie and Hunter took great care to give peace of mind to the Goodes and copyrighted all Project materials they created exclusively in Goode’s name, established all Project accounts exclusively in the name of the Goodes, and allowed all revenue coming in on the Project to be deposited into a bank account owned exclusively by the Goodes, entrusting that the Goodes would pay them for their services based on their agreement.

26. Lorie and Hunter performed their services in a timely and professional fashion and worked thousands of hours collectively to ensure the success of the Project, based on the Goodes’ promises that they would pay them for their work on the Project.

27. Upon information and belief, GES is the alter ego of Defendant Corey Goode and Stacy Goode.

28. Upon information and belief, the Goodes do not observe corporate formalities with respect to their running of GES and do not distinguish between the GES and themselves.

29. From November 8, 2019 through December 20, 2019, Lorie worked tirelessly designing the Project website on the Kajabi.com platform.

30. Lorie designed the website layout, procured royalty-free images for it, created custom artwork and graphics, and wrote all website text for the Project.

31. In good faith, Lorie set up the payment systems on the Kajabi.com platform to direct monies coming in from sales of the online class to go exclusively to the Goodes' GES business bank accounts.

32. Lorie, however, never stated, conceded, nor implied that she was not owed her share of the revenue.

33. Based upon the oral agreement between Plaintiffs and Defendants, once revenues started coming in, Goode was to provide Plaintiffs her 40% of revenues.

34. In November 2019, Corey Goode explained to Lorie that he and Defendant Stacy Goode were struggling to shuttle their children to and from school every day (1.5 hours each way) because they had only one family car that was operable.

35. Feeling compassion for the Goode family and wanting to help, Lorie spoke with her mother, Nancy Hunter, about a white 2005 Mercedes Benz C320 sports car they had sitting in their driveway, which was not being used and was in excellent condition.

36. Lorie and Hunter decided to ship the vehicle to the Goode family to help them; and if they could find a charitable organization through which they could lawfully gift the vehicle to the Goode family, they would do so.

37. On November 28, 2019, Hunter contacted Mercury Auto Transport and paid a \$150.00 deposit to schedule the Mercedes to be transported from Florida to the Goode's residence in Broomfield, Colorado.

38. Hunter also obtained a cashier's check in the amount of \$700.00 (paid by her own funds) as the balance due on-arrival for the transport the vehicle.

39. Hunter also spent \$25.50 to USPS to overnight the \$700.00 check for payment for the transport company to Goode so that he could present it to the delivery driver once he arrived with the car.

40. The total amount Hunter spent transporting the Mercedes to Goode was \$875.50. Lorie and Hunter were unable to find a charitable organization to which they could donate the Mercedes to the Goode family.

41. Around December 2019, Corey Goode and Lorie talked by phone about reducing their oral agreement into writing and changing some of the material terms of the extant oral agreement, including how revenue from the Project would be split between the Goodes and Lorie.

42. During this phone call, the parties discussed a range of between 30-35% for Lorie, who would be compensated for creating and maintaining the online class platform on Kajabi (the "Platform"), uploading the weekly class videos to the website, and providing customer service and support throughout the project.



43. However, Lorie also explained to Corey Goode that if she would be required to perform significant additional work (such as creating the Goodes' slide presentations, or writing content for the Project, or producing other written content for the Project), then she would need to be compensated in the range of 40-45%.

44. Goode acknowledged he would need Lorie to also create his slides, as well as all other written content that would be needed for the Project.

45. The parties left the original oral agreement in place, but essentially left the final percentage share for Lorie open-ended (but between a range of 30-45%) with respect to the yet-to-be drafted written agreement, since the parties had never worked on such a Project.

46. On December 20, 2019, as soon as the Project website was functioning properly, Corey Goode excitedly announced the online class was now available for purchase and provided links on his social media accounts to the website Lorie had created.

47. On December 20, 2019, Lorie advanced \$5,000 to Goode's cyber investigators – Red Torch – so that the Goodes could receive professional services they urgently needed from Red Torch related to other litigation the Goodes were considering. These funds were repaid to Lorie in January 2020.

48. On December 20, 2019, Lorie and her mother, Plaintiff Nancy Hunter, also began immediately providing around-the-clock customer service and support to assist customers wishing to sign up for the online class.

49. Only ten days after the online class launched (December 30, 2019), Corey Goode transferred the following sums which had come in from sales of the class through PayPal and Stripe as follows: (i) \$30,000 to the Goode's GES business bank account from the PayPal; and (ii) another \$30,000 from Stripe (the credit card payment system through which students could purchase the class). Corey Goode then moved \$10,000 of these monies from his business bank account to his personal bank account.

50. On December 31, 2019, Corey Goode transferred another \$4,751.62 from Stripe to his business checking account.

51. Lorie and Hunter took no distributions whatsoever since the inception of the Project. To date, Lorie has received no monies pursuant to the revenue sharing agreement for her contributions to the Project beginning in August 2019.

52. Lorie and Hunter entrusted the Goodes to hold their share of the proceeds from the Project until completion of the online class – at which time, they were to be paid.

53. Hunter and Lorie established Plaintiff Global Disclosure, LLC a Florida limited liability company (hereinafter at times collectively referred to as "GD") on January 1, 2020 through which they would formally be providing the professional services to GES for the Project under a corporate banner.

54. Lorie also paid the \$200.00 monthly fees to Kajabi.com needed to establish the online class website for the first few months of the Project, as well as other out-of-pocket expenses covered by Lorie because Goode did not have any money.

55. Lorie submitted invoices to the Goodes and their company to be reimbursed for these amounts totaling \$3,371.33.

56. Ms. Lorie's mother, Plaintiff Nancy Hunter, has also incurred out-of-pocket costs for GES when she refunded \$41.63 to a disgruntled customer of Goode's who never received a DVD from unrelated GES film projects.

57. GES has yet to pay these invoices presented in June 2020 for the above \$3,371.33 and \$41.63 in reimbursable expenses (the "Reimbursable Expenses") for Lorie's and Hunter's out of pocket expenses.

58. From January 1, 2020 through June 13, 2020, GD (Plaintiff Lorie and Plaintiff Hunter) worked tirelessly on the Project, six to seven days each week, for at least 10 hours a day each.

59. In a Telegram message on March 27, 2020, Defendant Corey Goode awarded Lorie the titles "Producer" and "Writer" of the Project, in recognition of the extraordinary professional services Lorie was providing to the Project. Hunter was credited as being the lead for customer service.

60. Lorie was credited throughout the Project (including on the "Credits" slides during the weekly classes) as the Writer and as a Producer of the online course.

61. Indeed, Lorie's and GD's professional services for the Project (provided through the labor of Lorie and Hunter) indicate that Lorie was a Producer and Writer for the online class and provided all customer services and support. Their services included, but were not limited to:

- creating the Project name, "Accelerating Ascension"
- designing the logo used for the Project (which Lorie even had registered solely in GES's name in good faith by Goode's attorney, Valerie Yanaros)
- designing and building the website
- maintaining and updating the website
- writing questions for Corey Goode to use when interviewing "guest instructors" who joined Corey during the weekly class videos
- negotiating with and coordinating schedules of all 15 guest instructors who joined Corey to teach the class
- responding to student's questions and comments who were registered in the class in the name of Corey Goode on the class website
- promptly uploading class videos to the website late Saturday night every week
- facilitating the creation of two weekly guided meditation videos and managing five professional meditation practitioners to ensure timely delivery each week
- facilitating the video editing of the two weekly guided meditation videos each week with the professional video editor

- writing 10 weekly Positive Affirmation scripts for Stacy Goode to record so that a weekly video with these Affirmations could be provided to the students
- facilitating the video editing of the weekly Positive Affirmation videos with the video editor to ensure timely creation and upload of these videos to the class website
- writing all the content on the Website, including an average of at least 7 weekly class modules (i.e homework assignments, meditations, guest interviews, etc.) for each week of the class (10 weeks total)
- creating custom graphics for all marketing campaigns
- custom-drafting of email marketing campaigns and sending said email announcements to customers on a weekly basis to remind them of class start times and dates, and the topics to be covered during that weeks' class
- creating custom artwork and graphics for all Class Modules on the AA website
- creating weekly slide presentations for 5 weeks of the class
- providing live telephone and email Customer Service and support, 7 days a week for 7 months, answering thousands of emails, hundreds of phone calls, and responding to dozens of support requests
- managing all talent and services professionals providing services to the project
- writing approximately 30 contracts to secure all rights to all content created for the Project exclusively in the name of GES
- writing the script for the online class marketing video, procuring assets to be used in the marketing video, and working with the video editor to create the marketing video for the class
- coordinating all service professionals and timelines for the project
- managing 8 professional translators and their weekly translation services – including providing class videos to the translators after class was finished, ordering weekly transcripts to deliver to the translators, and monitoring translation turnaround times of written translations
- coordinating professional video editing services for the creation of the translation videos
- bookkeeping and expense tracking services for entire project (GD created a very detailed Excel spreadsheet carefully tracking all revenue coming into the GES bank accounts and all expenses - this service alone took GD over 80 hours and saved GES significant costs on CPA fees because all of the expense tracking was properly performed for the Project)

- payment management, monitoring, and reminders to ensure Corey Goode and Stacy Goode paid all contractors working on the Project in a timely fashion and accordance with their contracted amount
- many other professional services not particularly described above

62. During “Week 1” of the Accelerating Ascension online class video (the “Class Video(s)”) at 01:41:53, Corey Goode stated “I want to thank (...) Nancy Hunter for customer service. Liz Lorie for all the written material...”

63. During the “Week 2” Class Video at 00:15:15 Corey Goode again praised Lorie for her hard work, and for the beautiful slide presentation she created for the class by stating, “And I also hope you’re enjoying the slides...Liz Lorie put those together and they’re beautiful.” Stacy Goode then chimed in with “Great! They’re beautiful!”

64. During “Week 6” Corey and Stacy Goode again praised Lorie and Hunter during the Class Video for the incredible work that they had done to make the Project a success. At 02:19:55 Corey Goode stated, “Also want to thank Liz [Lorie] and Nancy [Hunter]; they have been amazing...they...I mean, amazing. They’ve put so much into this! You know, towards the end, I probably need to have Liz on [to join Corey on-camera in front of the class/students] and talk a little bit about her process of going through this course. She’s contributed a great deal and she’s been influenced by the Anshar for sure. And I tell you what, too, us doing this course, we get stuff out of it too. I mean, it’s absolutely big time. It’s like we’re all gaining!” [Clarification provided].

65. In “Week 7” of the Class Video, Goode again gushed at the incredible amount of work Lorie and Hunter did to make the Project a success. At 01:59:50 Corey Goode stated, “Liz (Lorie) and Nancy (Hunter) both just worked like crazy to make this class a success. They’ve worked to create the course materials that you guys are working on putting together the affirmations; they, you know, write the affirmations – mostly Liz writes those. Lots and lots of work, not to mention they all the time they spend one-on-one with you guys with customer support and service. So, you know, we really want to thank them, they really helped us make this class come into fruition and it’s been life-changing for us and hopefully for others.”

66. During the “Week 8” Class Video, Corey Goode again showered Lorie and Hunter with well-deserved praise for the role they played in making the Project a success. At 02:14:56 Goode stated, “This is you know, produced by Liz Lorie and myself. (...) Liz contributes to the slides as well, and she’s written all of the course materials. It’s amazing. She’s done an amazing job. It would be nice if everyone would thank her in the chat room right now or make a comment after class thanking Liz and her mom (Hunter) for putting all of this together. I’m sure they would appreciate that. And the positive affirmations. Wow! Yeah...she writes the positive affirmations and writing those are divinely inspired for sure. And Nancy Hunter...Liz’s mom is a real sweet lady who has a lot of really interesting experience.”

67. During “Week 9” of the Class Video, Corey Goode once again celebrated Lorie and Hunter for the incredible amount of hard work they did for the Project when at 02:14:37, Corey Goode stated “Of course, all of the written material is written by Liz Lorie when you go and do the course work. Liz has done it. When you hear Stacy do the affirmations, (those are

also) written by Liz. So please, everyone in the chat room, please give a shout-out to Liz and her mom, Nancy, who have been Nancy's been helping with customer support quite a bit.

68. Finally, during the last week of the Project, "Week 10," Corey Goode again praised Lorie and Hunter. At 02:02:30 he stated, "We definitely want to thank Liz Lorie and her mom, Nancy, who have been handling customer service, putting together the curriculum a lot of that you guys are looking at that's written curriculum. So much! Writing the affirmations that Stacy's been doing. So, we definitely want everyone in the chat room to say thank you to Liz and Nancy."

69. After working tirelessly for seven months to ensure the success of the Project and putting the Project, its customers, and Corey Goode's unrelated projects first, on May 22, 2020 (before Week 7 of the class) Lorie sent the formal written agreement to GES and asked that the Goode's attorney, Valerie Yanaros, review it for the Goodes.

70. The agreement memorialized the oral agreement between the parties, as well as all of the work GD had performed on the Project.

71. In the May 22, 2020 email to the Goodes which contained the written agreement, GD asked GES what percentage it felt would be fair to memorialize as the final compensation to GD for all of the professional services it had performed for Goode and GES.

72. GES did not respond to Lorie's email.

73. On May 27, 2020, GD had not received any response from GES regarding the May 22, 2020 email. GD sent GES a follow-up email, asking GES to please respond to the email from May 22, 2020.

74. One May 27, 2020, Corey Goode sent the contract Lorie had prepared to his attorney, Valerie Yanaros for review.

75. On June 2, 2020, Corey Goode forwarded to Lorie an email from his attorney, Yanaros, who had reviewed the contract for the Goodes, and advised the Goodes that the contract was "well-written, fair, and exhaustive of any issues I can foresee." Yanaros also mentioned two new terms that could be incorporated if the parties agreed.

76. Corey Goode's June 2, 2020 email to Lorie still did not provide a response to Lorie's question about what final percentage amount the Goodes felt was fair to award to Lorie and Hunter for all their hard work on the Project.

77. After a telephone discussion with Yanaros regarding the two changes she had mentioned, Lorie made the changes Yanaros agreed to on the Goodes' behalf.

78. On June 8, 2020, still not having received a response from the Goodes regarding the final revenue split percentage to Lorie and Hunter for the Project so that this amount could be memorialized in the written agreement, Lorie sent a third email to the Goodes, this time suggesting a split of 42% for GD (and 58% for GES), since GD had performed far more work than originally contemplated – and the lion's share of the work to manage the Project on an ongoing basis to ensure its success.

79. The Goodes then waited until June 12, 2020 – just one day before the last day of the Project, to finally respond to Lorie’s email, wherein they balked at Lorie’s suggestion of a 42% share, and instead offered 35%.

80. In this email, Goode encouraged GD to accept this lower amount of 35% by reminding Lorie and Hunter that there was still substantially more revenue to be made from the Project which would be shared with them. In this email, Goode stated, “I am convinced that if we adjust the cost and advertise this course properly...it could break the 1 million dollar mark.” “I suggest we focus on getting as much profit out of that course as we can. We have the translated courses that we have barely advertised.”

81. In this email, Corey Goode also ordered Lorie and Hunter to stop any further work on any of his other projects, and to only finish up work for the final online class (the next day on June 13, 2020 - which Lorie and Hunter did).

82. As a result of Corey Goode’s order to Lorie and Hunter stop working, coupled with his refusal to finalize the contract and pay Lorie and Hunter, Lorie and Hunter were unable to complete work related to translating the online class weekly videos in seven (7) other languages.

83. As of the date hereof, customers continue to contact the Project’s customer service email address, but no one is responding to these customers, resulting in harm to the Project, the reputation of the Project, Lorie, and Hunter), and future revenue from the Project.

84. Corey Goode’s order to stop work, coupled with his refusal to pay Lorie and Hunter, directly caused (a) the customers who purchased the online class to lose the benefit of their bargain, (b) Lorie and Hunter to suffer losses from refunds that would have to be given to these customers, and (c) the loss to Lorie and Hunter significant revenue which could have been earned from the future sale of the online class in other languages.

85. In response to the Goodes’ June 12, 2020 email, Lorie and Hunter thanked the Goodes for the opportunity and graciously accepted their offer to pay them 35%.

86. In a follow-up email on June 15, 2020, Goodes then offered 37% minus the “Approved Expenses” to compensate for the hundreds of additional professional service hours Lorie provided to the Goodes on completely unrelated projects – such as business services related to Goode’s Graphic Novel, his DVD project for his documentary films, and assistance Lorie provided to Goode’s litigation counsel Valerie Yanaros, among others.

87. Lorie and Hunter again graciously accepted the Goodes offer of 37% on the same day via email. GD was to receive 37% of all Net Revenue earned from the Project in perpetuity, in exchange for GD agreeing to pay 37% of tax-deductible business expenses from the Project, as the parties had previously orally agreed.

88. The project was wildly successful, thanks in large part to Plaintiffs and exceeded Goode’s original “best-case” projections of \$500,000 by more than 140%. In fact, to date, the Project has received over \$704,137.62 in gross revenue.

89. From December 30, 2019 through June 2020, the Goodes have distributed to themselves over \$270,000.00 , while refusing to pay Lorie and Hunter a single penny for all their

hard work on the Project (which made over \$700,000 that the Goodes now wish to keep exclusively for themselves).

90. The Goodes have also refused to reimburse the Plaintiff's over \$3,300.00 of out of pocket Reimbursable Expenses they paid toward the Project to make it a success.

91. There is a very high likelihood that without swift Court intervention the Goodes will spend (or may already have spent) the monies owed to GD.

92. Since the inception of the Project, the Project has incurred approximately \$93,010.04 in agreed-upon expenses (the "Approved Expenses").

93. To date, Plaintiffs have never received a single penny for their 7 months of tireless work on the Project.

94. Even though GD has been asking to be paid its agreed-upon share of the Revenue minus the Approved Expenses since June 2020, GES has repeatedly refused to pay the invoices presented by GD.

95. GES's purported reason for not paying these invoices was that GES desired certain terms be added to the written contract, but GES consistently failed to provide a list of what these terms are to GD so that they can be discussed by the parties and then added to the contract if mutually agreed.

96. To date, GD has indeed added everything that GES asked to be added to the draft written contract; and yet, GES claims there were still missing terms, but refused to provide a list to GD of what those terms are.

97. GES also claimed that the Approved Expenses (as allocated in the Excel spreadsheet which was created by GD and approved by GES's own CPA firm – R&D Accounting in Broomfield, CO), were not correct.

98. On June 22, 2020, GES, GD, and R&D Accounting had a conference call to discuss the Excel spreadsheet with the Project expenses.

99. During this call, R&D Accounting stated over the phone that everything appeared to be correctly allocated and calculated, and praised GD's work in tracking and allocating the expenses for the Project.

100. GES never objected to anything on the expense spreadsheet during this phone call, and never asked R&D Accounting any questions.

101. On June 25, 2020, GD again spent several more hours providing even more detail around each expenditure and re-submitted the expense spreadsheet to R&D Accounting to assist R&D with properly tracking and allocating the expenses for the Project, and even GES's other business projects (which GES had mixed into the banking transactions for the Project).

102. GD then submitted final invoices to R&D Accounting on June 25, 2020.

103. On June 26, 2020, R&D Accounting notified GES and GD via email that the invoices submitted by GD were accurate and should be promptly paid.

104. Now that the Goode's attorney and accountant had approved the contract and the amounts to be paid to GD, Goode again asked that more items be changed in the contract, and more expenses be deducted before GD was paid. Lorie repeatedly agreed to make Goode's requested changes if he would provide to her a list of the requested changes.

105. In an email dated June 26, 2020, Corey Goode unilaterally offered to return Hunter's Mercedes Benz to her at the Goodes' expense.

106. In a response email to Corey Goode on June 26, 2020, Lorie transmitted Hunter's acceptance of Goode's offer to return the Mercedes to her at his expense, and asked Goode to please set up the return shipment immediately and notify her of the date the shipping company was to come and collect the vehicle.

107. From June 26 through November 2, 2020, Goode took no action to return the vehicle to Hunter at his expense, notwithstanding Lorie's multiple requests that he do so.

108. On July 1, 2020, Lorie sent another response email to Goode outlining items Goode asked to be added to the contract and directed Goode to where these items were either already in the contract or had been added (and pointed Goode directly to the provisions in the contract where each of these requested items were located).

109. Notwithstanding GD's efforts and repeated requests for payment and offers to modify the contract however the Goode's desired, the Goodes still refused to pay, stating that they wanted changes to the contract, and more expenses must be deducted from the amount to be paid to GD, but they refused to provide specifics so that the Project could be brought to a close and the Plaintiffs could be paid.

110. On or about July 2, 2020, Plaintiffs, through counsel, sent a letter to the Goodes informing the Goodes that as a result of their anticipatory breach of the agreement, Plaintiffs intended to formally terminate the contract.

111. Now that Lorie and Hunter had already fully performed their end of the bargain and the Project had concluded (and the Goodes had full control of the money), the Goodes attempted to impose new contract terms that favored the Goodes, while revoking valuable rights the Goodes had previously agreed to give Lorie and Hunter.

112. For example, the Goodes demanded that, as a new condition to making payment, Lorie and Hunter must give up their ongoing right to participate in future revenue, accept significantly less than the 37% compensation the Goodes had agreed to, pay more than 37% of the Approved Expenses, and forego being reimbursed over \$3,300.00 in Reimbursable Expenses they paid out of pocket to support the Project.

113. The Goodes demanded that more expenses be charged to the Project before GES would make payment - such as for Corey Goode's personal clothing, a two-week vacation to Maui, Hawaii, and other expenses which are not deductible business expenses under IRS rules and/or which were not related to the Project). Goode told Ms. Lorie that he was taking this trip so that he could scout locations for live speaking conferences to be held in Maui (completely unrelated to the Project), but he never met with any event conference venues or conducted any business meetings related to said conferences during this trip.



114. When GES finally provided its revised Approved Expense calculations to GD, it was clear that GES was attempting to have GD pay for over \$47,950.28 in “expenses” for items that were not tax-deductible or related to the Project - such as personal auto repairs, haircuts, groceries, legal fees and wire transfer fees for the Goodes’ unrelated private litigation matters (totaling \$30,684.00), sunglasses, a two-week vacation to Maui (where no work related to the Project was performed and which was not tax deductible), plus other expenses.

115. Goode also added the Reimbursable Expenses owed to Lorie and Hunter to GES’ version of the Approved Expenses (monies he refused to pay back to the Plaintiffs – and which he evidently planned to report to the IRS as expenses he had paid).

116. After over four (4) months of asking Goode to make good on his promise to return the Mercedes at his expense, Mr. Goode finally delivered the Mercedes to the Firestone located near his home on November 2, 2020 after the Plaintiffs themselves made shipping arrangements to have the car inspected and returned to Florida.

117. The Mercedes was to be inspected at the Firestone near Goode’s house, and then loaded onto a shipping truck for return to Plaintiff Hunter in Florida.

118. As part of this transaction, Goode was to pay for the \$850.000 shipping cost to return this vehicle to Florida.

119. After the vehicle was already on the shipping truck and in route to Florida, Goode then refused the generous settlement offer from the Plaintiffs, which would have resulted in Goode making payment to Lorie (including paying the \$850.00 shipping cost to return the Mercedes to Hunter).

120. To date, Goode has still not reimbursed the Plaintiff’s the \$850.00 shipping cost he agreed to pay to return the vehicle to Ms. Hunter.

121. On July 2, 2020, in an email from Corey Goode, GES promised to transfer the monies owed to GD to a separate bank account controlled by a neutral third-party firm.

122. To date, GES has not transferred these funds to any neutral third-party custodian.

123. On information and belief, Corey and Stacy Goode have already spent some or all of the monies they owe to the Plaintiffs.

124. To date, GES has provided no evidence that it still has the monies it owes to GD safeguarded and ready to be paid to GD.

125. Corey and Stacy Goode continue to enjoy the fruits of Lorie’s and Hunter’s tireless labor, and routinely withdrawal all new available revenue coming in from sales from the Project from the PayPal account, while never paying Lorie or Hunter even a penny of it.

126. On September 4, 2020, Corey Goode announced in a Facebook post a new 5-week online for \$189.00 class titled “The Blue Avians & The Law of One” which was set to start November 7, 2020 on his new platform titled “Ascension Works TV” located at <https://ascensionworks.tv/>.

127. On information and belief, Corey and Stacy Goode used monies owed to the Plaintiffs to pay contractors to build their new online platform at [ascensionworks.tv](https://ascensionworks.tv/)

128. On information and belief, Corey and Stacy Goode used (and are actively using) monies owed to the Plaintiffs to pay their lawyers to fight against Plaintiffs demands for payment and this lawsuit.

129. In this September 4, 2020 marketing email, Goode even describes his message as follows: “**Everyday focus on becoming more Service to Others oriented. Focus on being more Loving** and “Focus on raising your Vibrational and Consciousness Level” and learn to forgive yourself and others.”

130. Corey and Stacy Goode hold themselves out to the public as pillars of integrity and leaders of a “**Oneness**” and “**Service to Others**” movement in order to defraud and take advantage of kind-hearted and generous people like Plaintiff Lorie and Plaintiff Hunter.

131. On September 8, 2020, Corey Goode used the Accelerating Ascension Project website (which URL is still owned by Ms. Lorie and for which he has not paid the Plaintiffs) to send emails to the Project’s customers marketing Corey’s new online class located at a different website (asecnsionworks.tv) and touted “**Following up on the success of Corey’s previous course, Accelerating Ascension**, Corey will go even deeper into the spiritual topics and principles that form the basis of our current reality and the Law of One...”

132. On September 9, 2020, Corey Goode again used the Project website (which URL is still owned by Ms. Lorie and for which he has not paid the Plaintiffs) to send marketing emails to the Project’s customers for Corey’s October 24<sup>th</sup> & 25<sup>th</sup> online conference titled “Clarity in the Chaos” where he charged customers \$20.20 each to attend this virtual conference.

133. On September 30, 2020, Corey Goode again used the Accelerating Ascension Project website (which he has not paid the Plaintiffs for) to send emails to the Project’s customers marketing Corey’s new online class located at a different website (asecnsionworks.tv). In this email, Goode again and touted Ms. Lorie’s hard (and uncompensated work) in selling his new class: “**Following up on the success of Corey’s previous course, Accelerating Ascension**, Corey will go even deeper into the spiritual topics and principles that form the basis of our current reality and the Law of One...”

134. In this marketing email, Goode also quoted happy customers from the Accelerating Ascension class Lorie created to sell his new class, including customer comments such as “This course has been an absolute game changer for me, the homework and exercises [which were written and created by Lorie] have been a breath of fresh air.” Another stated “There is so much good information here, [speaking of the website filled with information assembled or created by Lorie] I will go back over it again and again.” And there were several other glowing reviews that ultimately pointed back to Ms. Lorie’s hard work, talent, and creative abilities (all of which Corey and Stacy good have yet to pay for). [Clarification provided].

135. On October 17, 2020, Corey Goode again used the Project website (which URL is still owned by Ms. Lorie and for which he has not paid the Plaintiffs) to send marketing emails to the Project’s customers for Corey’s October 24<sup>th</sup> & 25<sup>th</sup> online conference titled “Clarity in the Chaos” where he charged customers \$20.20 each to attend this virtual conference.

136. On October 23, 2020, Corey Goode again used the Project website (which URL is still owned by Ms. Lorie and for which he has not paid the Plaintiffs) to send marketing emails to

the Project's customers for Corey's October 24<sup>th</sup> & 25<sup>th</sup> online conference titled "Clarity in the Chaos" where he charged customers \$20.20 each to attend this virtual conference.

137. On November 1, 2020, Elaine Graham (a surrogate of Goode's) announced on Facebook on Goode's behalf that Goode has postponed this online class to start in January 2021.

138. On information and belief, Corey and Stacy Goode had not created any materials for their November 7, 2020 launch date of their new project when they announced its postponement on November 1<sup>st</sup>.

139. On information and belief, Corey and Stacy Goode launched their new online class in order to raise more money merely to provide for their living expenses while waiting and hoping for new revenue to come in from other projects.

140. The Goodes are actively using documents, contracts, and Project materials created by Plaintiffs (which they have never paid for) to further their new projects and market on their new website at ascensionworks.tv including custom-created images and offering the "Week 5" Project class video as a "free gift" to entice people to provide their email address through the Project's platform and sign up for Goode's new products.

141. Through the Project platform, and as a result of Plaintiffs' hard work (which the Goode's have not paid for) thousands of customers have provided their email addresses, and the Goodes continue to financially benefit from marketing the Project and other projects to those customers.

142. On information and belief Corey and Stacy Goode engaged in an ongoing course of conduct designed to enrich themselves by manipulating trusting and generous people like Plaintiffs without compensation.

143. During "Week 3" of the Class Video at 00:39:28, Corey Goode says, "Are you projecting onto others? Are you a victim? Are you being manipulative? Those are things that you need to be mindful of... It can be tempting to use that in a manipulative way." At 40:38 Stacy Goode responded with "He would try and divert." Corey Goode then responded with ***"Divert...and then slowly it turned into a manipulative thing. I subconsciously realized I could co-create my own reality in one way, but I was violating free will. I did so for quite a few years, up until not too long ago, and I'm very mindful of that. I'm very mindful of affecting other people's free will and manipulating people."*** When I was shown the effect I had in peoples' lives, affecting their free will, it was really devastating. It was sickening to me and going through that process has made me mindful about that in myself."

144. During "Week 3" of the Class Video at 01:20:31, Corey Goode teaches the students about past traumas: "Many victims have very real past traumas, that should be made light of... They were really victimized and abused. Past betrayals..." Stacy Goode then says, "Can affect your entire life." At 01:21:37 Corey Goode then states, "And of course, we're back covering manipulation. ***Some people who cling to victimhood suffer from a narcissistic personality disorder, and play the victim for attention, and also to manipulate."***

145. During "Week 3" of the Class Video, at 01:22:23, Corey Goode teaches the students about the benefits of being a victim and states, "Am I avoiding taking responsibility for my own circumstances? Do I prefer to blame outside forces for my current reality? What is the

root cause of my desire not to take responsibility? Am I afraid? Lacking confidence? Or motivation? All of these different bullet points [in the corresponding class slides] you should examine to make sure you are not in a victim mentality. If you are in denial of a victim mentality and look at these things and start checking them off, then guess what?"

146. During "Week 3" of the Class Video, at 01:23:49, Corey Goode states, "So in order to heal victimhood, you have to face it." At 01:24:04 he states, "You have to deeply explore why you have an attachment to your victimhood."

147. During "Week 3" of the Class Video, at 01:25:29 Corey Goode states, "Especially with spiritual people in the spiritual community...there's a lot of shame when it comes to money. We begin to tell ourselves "I shouldn't have money, I shouldn't have resources, it's just not part of my mission, because I'm on the spiritual path and spiritual people can't have money, it corrupts." But money is just an asset. It can be used for positive things."

148. During "Week 3" of the Class Video, at 01:27:35 Corey Goode states, "Prosperity is a very important part of creating your own reality. You want to create a prosperous reality for yourself and those you love, and also have the assets you need to fulfill your mission, without having to go hat-in-hand to people who, most of the time, will manipulate you. "Yes, I will help you with your mission, if you do this, this, and this." I've seen it so many times. And then it corrupts your mission."

149. During Week 3 of the Class Video, the slides for the class contained a slide instructing the students as follows: ***"Try this for three months: give joyfully and generously; pay people with love in your heart; bless the money as it goes to those who are receiving it; give thanks that you had it to give in the first place; and watch how your reality changes."***

150. During "Week 3" of the Class Video, at 01:28:13 in reference to the above slide, Corey Goode says, "For the next three months, let's try this. Give joyful and generously, to others around you, less fortunate. There are a lot of people in situations right now that can be helped. The more you do that, the more you help people, and without expecting anything in return, the more you will appreciate what you have, and then the more abundance you seem to have, as well. The more I help other people, the energy comes back to you."

151. During "Week 3" of the Class Video, at 01:29:04 Corey Goode says, "If you want to do a little experiment, find some people around your neighborhood having a hard time and try to help them, it's going to create a lot of inner joy for you. It's going to create a lot of joy for you to see pulling people out of stressful situations. Stacy Goode then responds with, "Honestly, in this world, it's so damaged, that any act of kindness is going to just be huge to somebody...that's how I see it."

152. It is now abundantly clear that notwithstanding the messages of "Service to Others," "Oneness," love, kindness, and generosity preached by the Goodes during the online class, the Goodes have no intention to pay what is owed to Plaintiffs (who helped the Goode's make over \$700,000) absent Court intervention.

153. It is now abundantly clear that the Goodes acted in bad faith toward Lorie and Hunter, as they knew for over seven (7) months that they would have to pay the Plaintiffs for their services, and then refused to make payment once the Project was completed.

154. The Goodes deceived the Plaintiffs into believing that they would be paid for their hard work on the Project, only to suddenly create a “dispute” out of thin air at the end of the Project to avoid making payment.

155. The Goodes have always intended to permanently deprive Plaintiffs of the monies the Goodes agreed to pay for the seven (7) months of hard work performed by the Plaintiffs in good faith.

156. Lorie and Hunter have been damaged by the Goodes, suffering losses of over \$400,000 plus attorney fees, court costs, and related expenses.

157. Lorie and Hunter incurred significant debt supporting while awaiting payment from Corey and Stacy Goode.

158. Lorie and Hunter have suffered severe emotional distress as a result the Goodes fraudulent and malicious actions and refusal to pay the Plaintiffs who worked so hard to help them.

### **FIRST CLAIM FOR RELIEF**

(Breach of Contract—Plaintiffs Lorie and Hunter against Defendant Corey Goode and Goode Enterprise Solutions, Inc.)

159. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

160. Plaintiffs had an oral agreement with Defendants Goode and Goode Enterprise Solutions, Inc.

161. An offer was made by Plaintiff Lorie on behalf of herself and Hunter, and accepted by Defendant Corey Goode on behalf of himself, Stacy Goode and Goode Enterprise Solutions, Inc.

162. The offer and accepted was supported by consideration.

163. The contract was materially breached by Defendants Goode and Defendant Goode Enterprise Solutions, Inc.

164. Plaintiffs Lorie and Hunter were damaged as a result of Defendants’ breaches.

### **SECOND CLAIM FOR RELIEF**

(Unjust Enrichment—Plaintiffs Lorie and Hunter against Defendant Corey Goode, Stacy Goode and Goode Enterprise Solutions, Inc.)

165. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

166. At Plaintiffs’ expense, Defendants received benefits from the labor and resources provided by Plaintiffs as described above.

167. Under the circumstances of Defendants benefitting from the Plaintiffs labor and resources without paying for such benefits, it would be unjust for Defendants to retain the benefits received from Plaintiffs without paying.

168. Defendants were unjustly enriched by Plaintiffs' labor and resources in an amount to be determined at trial.

### **THIRD CLAIM FOR RELIEF**

(Declaratory Judgment)

169. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

170. Plaintiffs Lorie and Hunter and Defendants Corey Goode, Stacy Goode, and Goode Enterprise Solutions, Inc. entered into an oral agreement.

171. The agreement was supported by adequate consideration and proper offer and acceptance.

172. The agreement included a term that Defendants would share 40% of all revenues from the Project in perpetuity with Plaintiffs and reimburse the Plaintiff's Reimbursable Expenses.

173. The agreement was breached by Defendants as Defendants have not shared any revenue with the Plaintiffs.

174. The Court should declare that such an oral contract exists and has been materially breached by Defendants causing damage to the Plaintiff.

### **FOURTH CLAIM FOR RELIEF**

(Promissory Estoppel-- Plaintiffs Lorie and Hunter against Defendants Corey Goode, Stacy Goode and Goode Enterprise Solutions, Inc.)

175. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

176. Defendants Corey and Stacy Goode made promises to Plaintiffs on behalf of themselves and Goode Enterprise Solutions, Inc.

177. The Goodes promised to share revenues with the Plaintiffs and to reimburse Plaintiffs for their labor and expenses.

178. The Goodes knew or should reasonably have expected that their promises would induce action or forbearance by the Plaintiffs.

179. Plaintiffs in fact reasonably relied on the promises made by the Goodes to their detriment.

180. Plaintiffs have been damaged as a result.

### **FIFTH CLAIM FOR RELIEF**

(Civil Theft -- Plaintiffs Lorie and Hunter against Defendants Corey Goode, Stacy Goode and Goode Enterprise Solutions, Inc.)

181. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

182. Defendants Corey and Stacy Goode knowingly obtained control over the proceeds from the Project through deception and promises to pay the Plaintiffs.

183. The Goodes intend to permanently deprive the Plaintiffs of the 40% of revenues from the Project, as well as their unreimbursed out of pocket expenses.

184. The Goodes have converted the Project website and Project proceeds owed to the Plaintiffs for their own use and enjoyment with the intent to permanently deprive the Plaintiffs of the compensation owed to them.

185. The Goodes demanded consideration they were not legally entitled to as a condition of making payment to the Plaintiffs.

186. Plaintiffs have been damaged as a result.

#### **SIXTH CLAIM FOR RELIEF**

(Embezzlement -- Plaintiffs Lorie and Hunter against Defendants Corey Goode, Stacy Goode and Goode Enterprise Solutions, Inc.)

187. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

188. Defendants Corey and Stacy Goode had a fiduciary relationship with the Plaintiffs.

189. Through fraud and deceit, the Goodes leveraged their fiduciary relationship with the Plaintiffs to intentionally deprive the Plaintiffs of the 40% of revenues from the Project, as well as their unreimbursed out of pocket expenses.

190. The Goodes have breached their fiduciary duty to the Plaintiffs by assuming ownership of these proceeds and converting for their own use the Project proceeds owed to the Plaintiffs.

191. The Goodes have taken the property belonging to the Plaintiffs with the intent to permanently deprive Plaintiffs of this property.

192. Plaintiffs have been damaged as a result.

#### **SEVENTH CLAIM FOR RELIEF**

(Conversion -- Plaintiffs Lorie and Hunter against Defendants Corey Goode, Stacy Goode and Goode Enterprise Solutions, Inc.)

193. Plaintiffs reallege and incorporate by reference herein all preceding allegations.

194. Through fraud and deceit, Defendants Corey and Stacy Goode obtained control over property belonging to the Plaintiffs.

195. Defendants Corey and Stacy Goode were not authorized to retain ownership and control over the compensation and reimbursable expenses owed to the Plaintiffs after Plaintiffs made demands for such payment.

196. Plaintiffs are the rightful owners of the compensation and reimbursable expenses they have repeatedly demanded from the Defendants.

197. The Defendants refusal to make payment of monies rightfully belonging to the Plaintiffs indicates Defendant's intent to permanently deprive Plaintiffs of their property.

198. The Defendants have permanently deprived Plaintiffs of Plaintiff's property through fraud, deceit, breach of fiduciary duty, and with malicious intent.

199. Fairness dictates that Plaintiffs should be fully compensated for their labor, reimbursed their out of pocket expenses, lost profits, interest, exemplary damages and all other damages and forms of relief as this Court deems necessary and proper.

200. Plaintiffs have been damaged as a result of Defendant's actions.

**WHEREFORE**, Plaintiff respectfully requests that:

- (1) the Court award damages against Defendants in an amount to be determined at trial;
- (2) the Court grant declaratory judgment, declaring that a contract exists and that Defendants have breached that contract;
- (3) the Court award Plaintiffs their costs and attorney fees incurred in filing this action, and
- (4) such further relief as the Court deems just and proper.

Respectfully dated this 1<sup>st</sup> day of December, 2020.

**ROBINSON & HENRY, P.C.**

By: /s/ Joseph J. Novak  
Joseph J. Novak #41904  
*Attorneys for Plaintiffs*

***In accordance with C.R.C.P 121 1-26(9), a copy of this document bearing original signatures is on file at the Law Office of Robinson & Henry, P.C., and will be made available for inspection by the Court or other parties upon request.***