

THE HONORABLE MARSHA J. PECHMAN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Matthew Adkisson, an individual,

Plaintiff,

No. 2:23-cv-00495-MJP

FIRST AMENDED COMPLAINT
WITH JURY DEMAND

v.

Epik Holdings, Inc., a Washington
Corporation; Epik Inc., a Washington
Corporation; Masterbucks LLC, a
Wyoming company; Robert W. Monster,
an individual; and Brian Royce, an
individual,

Defendants.

In and for his First Amended Complaint, plaintiff Matthew Adkisson alleges as follows:

1. This lawsuit is about a widespread and illegal fraudulent scheme—replete with misrepresentations, embezzlement, and misappropriation—being perpetrated by Defendants Epik Holdings, Inc. (“Epik Holdings”), Epik Inc., and Masterbucks LLC (“Masterbucks”) (collectively, “Epik”), as well as Epik’s founder Rob Monster (“Monster”), and Epik’s current chief executive officer (CEO) Brian Royce (“Royce”) (all collectively referred to as “Defendants”). Epik and its executive officers misappropriated funds from numerous consumers, hiding their illicit activity by securing payments from new victims to pay down old debts, and transferring money between the various Epik companies to further obfuscate their fraud.

FIRST AMENDED COMPLAINT (NO. 2:23-CV-00495-MJP) – 1

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

1 2. Matthew Adkisson (“Adkisson” or “Plaintiff”) is one of the many individuals that
2
3 were subject to Defendants’ illegal fraud. In May 2022, Adkisson contacted Epik for what should
4
5 have been a simple, straightforward domain name purchase. During the transaction, Defendants
6
7 made several misrepresentations, embezzled or misappropriated Adkisson’s funds, and strung
8
9 Adkisson along for months with false and empty promises of repayment. Defendants have
10
11 admitted liability but refuse to make Adkisson whole. Adkisson brings this Complaint to recover
12
13 what he is owed, and to ensure that this ongoing fraud against consumers is finally put to an end.

14
15 3. After filing his complaint on March 31, 2023, numerous additional parties quickly
16
17 emerged who confirmed the fraud committed on Adkisson was part of a larger fraudulent scheme
18
19 designed to misuse consumers’ funds including by, according to Epik’s majority owner, Monster,
20
21 applying them to Epik’s business operations instead of being held in escrow, hiring and paying
22
23 Royce and his friends as executives within Epik, and holding off other creditors in furtherance of
24
25 Epik’s pyramid scheme.

26 27 **PARTIES**

28 4. Adkisson is an individual residing in New York City, New York.

29 5. Defendants Epik Holdings and Epik Inc. are both Washington corporations with
30
31 the same principal place of business in Sammamish, Washington. On information and belief, Epik
32
33 Holdings and Epik Inc. together offer domain name registrar, hosting, sales and related services.

34 6. Defendant Masterbucks is a Wyoming company, with a principal place of business
35
36 in Spokane, Washington. On information and belief, Masterbucks’ sole governing member is Epik
37
38 Holdings, of which Monster is the majority owner. Masterbucks claims to offer services relating
39
40 to domain name transactions.

41 7. Monster is an individual residing in King County, Washington, and is the founder
42
43 and majority owner of Epik. On information and belief, Monster served as the Chief Executive
44
45 Officer of Epik since its formation through September 2022, is currently the Chair of the Board
46
47
48
49
50
51

1 for Epik, and his principal residence is the same location as the principal place of business for Epik
2 Holdings and Epik Inc.
3

4
5 8. On information and belief, Royce is an individual residing in Houston, Texas. In
6
7 September 2022, Royce replaced Monster as the CEO of Epik.
8

9 JURISDICTION AND VENUE

10
11 9. This Court has federal question jurisdiction of this action under 28 U.S.C. § 1331
12 because the action alleges violations of 15 U.S.C. § 1962. This Court has supplemental jurisdiction
13 over the remaining claims under 28 U.S.C. § 1367.
14

15
16 10. This Court also has jurisdiction over this action under 28 U.S.C. § 1332, there being
17 complete diversity of citizenship between the parties and the matter in controversy exceeding the
18 sum or value of \$75,000, exclusive of interest and costs.
19

20
21 11. Personal jurisdiction over defendants Epik Holdings, Epik Inc. and Monster is
22 proper because Monster is a resident of, and Epik Holdings and Epik Inc.'s principal place of
23 business are in, Washington.
24

25
26 12. As more fully set out below, personal jurisdiction is also proper over all Defendants
27 because each regularly conducts business in Washington and this action arises out of or is related
28 to the Defendants' conduct in the state. On information and belief, Masterbucks, whose sole
29 member is a Washington corporation, regularly conducts business in Washington state and with
30 Washington residents. Royce, as the CEO of the various Washington-based Epik entities, also
31 regularly conducts business in Washington state and targeted at Washington consumers.
32

33
34 13. Venue is proper in this District as to Epik Holdings, Epik Inc., and Monster under
35 28 U.S.C. § 1391(b)(1) because both defendants reside in this District. Likewise, venue is proper
36 in this District as to Masterbucks because its sole member, Epik Holdings, resides in this District.
37

38
39 14. Venue is also proper as to all Defendants in this District under 28 U.S.C. §
40 1391(b)(2) because, as set forth in more detail below, a substantial part of the events or omissions
41 giving rise to the claims occurred in this judicial district. Specifically, the fraudulent enterprise
42

1 and scheme alleged in this Complaint revolves around two Washington corporations based in this
2 District and a fully owned subsidiary, their CEO, and the majority owner who is also a resident of
3 this District.
4
5

6 7 **FACTS AND BACKGROUND**

8 **Epik’s Widespread Fraud**

9
10
11 15. Epik operates what it calls the “Epikverse” which involves a mix of services offered
12 by various companies owned by Monster, including Epik Holdings, Epik Inc. and Masterbucks.
13

14
15 16. The so-called “Epikverse” purports to offer a suite of services related to domain
16 names, including registrar services (i.e., the registration of domain names), website hosting,
17 escrow services relating to the purchase and sale of domain names, and privacy protection services
18 (hiding registrant information).
19
20
21

22
23 17. One of the primary services offered by Epik is the sale of domain names.
24 Consumers can list domain names they own for sale through Epik. Then, if a party wants to buy
25 the domain name, they are instructed to contact Epik to purchase that domain name. Epik claims
26 to safely handle all components of this sale.
27
28
29

30
31 18. When brokering the sale and purchase of a domain name, Epik claims to act as an
32 escrow agent.
33

34
35 19. When payment is held in escrow, it must be kept separate and strictly segregated
36 from other funds and cannot be commingled. Escrow payments do not belong to the agent holding
37 the payment, and they are only allowed to be paid out to a specified entity, for a specified purpose,
38 or returned to the payor.
39
40
41

42
43 20. The way the process is supposed to work is simple. In acting as an escrow agent
44 for domain purchases, the purchaser sends payment to Epik to be held in escrow and the seller
45 transfers the domain to be held in escrow by Epik. Then, when Epik has both the domain name
46 and payment in escrow, it should release the domain name to the purchaser and the payment to the
47 seller. That’s how it is *supposed* to work. But through various disclosures, admissions, and
48
49
50
51

1 actions, it is now clear that Epik has been illegally misappropriating escrow funds to fund its own
2 operations and its officers.
3

4
5 21. In recent months, consumers started noticing the proceeds from their domain sales
6 weren't being paid out.
7

8
9 22. Apparently, that was because Epik had mounting debts from escrow payments or
10 domain sales that it had misappropriated, and it was hoping it could hide those losses by using a
11 potential new investment to repay the stolen escrow funds. To be clear, there should have been no
12 need to replace the escrow funds *because escrow funds should not have been touched by Epik*,
13 except to transfer the funds to the seller or reimburse the payor. That's how escrow accounts work.
14
15
16
17

18
19 23. Epik's last hope at hiding their fraudulent scheme vanished when, according to
20 Epik's recent court filing, the potential investment fell through, and the investor sought to divest
21 their investment from Epik.
22

23
24 24. When the monetary issues began popping up, consumers also began withdrawing
25 their money from Epik. But Epik no longer had their money.
26
27

28
29 25. Consumers came out in droves to complain about their missing money. Consumer
30 reviews of their recent experiences with Epik are replete with stories with the same theme: they
31 used Epik's escrow services, and Epik stole their money. In fact, the reviews on TrustPilot.com
32 (<https://www.trustpilot.com/review/epik.com>) in the last several months are almost exclusively
33 from consumers complaining of fraud committed by Epik, Monster and Royce. The complaints
34 name both Monster and Royce as being personally involved. Some examples of such reviews—
35 *all of which occurred after Royce became Epik's CEO*—are shown below.
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51



Apr 7, 2023

Brian Royce - The new Epik.com cancer

Here's Luigi from DomainEmpire, the group who lost about \$1.5M when Rob Monster stole our funds last September and refused to refund us with multiple fancy excuses. We had most of our funds converted in BTC and hosted at Masterbucks but last October 2022 they've fraudolently converted them to USD and moved the balance to the corresponding Epik accounts (we've funds under 4 diff. accounts there) w/out asking for our previous authorization.

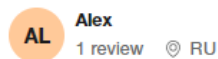
Recently we started using such funds to register/transfer few useless domains to Epik just to spend a bit of such liquidity but wow ! Yesterday evening another surprise. They've moved again all our funds from Epik to Masterbucks again w/out asking for our authorization nor with a single word of explanation from their side

Another important news to report is the promose Brian ROyce did last December to cover in full their debt towards us in January and asked us to wait patiently ... We did so but today (after 4 months) still no refund and no news from these scammers.

Just one word: Stay away forever from Epik or you'll loose all your funds and probably your domains will be at risk as well.

I've added a screenshot of one of our account balances at Masterbucks (we've other 3 accounts with a lower balance).

Date of experience: April 05, 2023



Mar 24, 2023

They take the money and don't register the domain

I've replenished my account to buy domains.

The first thing I did was buy a .com. The money was written off from my balance. But the domain did not appear in my account.

I wrote to the support team. They told me that they have "temporary problems". And the domain will be registered very soon. But they could not say when exactly. Remember that the money they wrote off from my balance sheet!

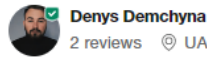
The next day I registered a domain in the zone .org and the situation repeated.

I've already paid for two domains, but none of them are registered.

Nowhere on the site is information about what they have. This is a fraud of users!

Date of experience: March 20, 2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51



Denys Demchyna
2 reviews 🌐 UA



Mar 9, 2023

Epik blocked my account with 10800\$ on it

Hi,

My account on Epik is blocked.

On my balance I have \$10 800 which I have not been able to withdraw since October.

1. I have written dozens of letters to Epik Support, but the only answer - "please wait".
2. Tony several times guaranteed me that he will help to withdraw my funds! But for now he does not work in Epik anymore.
3. I have called Epik Support but now there are only robots answering my calls.

In December, when it was still possible to reach them by call, the Support advised me to withdraw my money by selling domains on Marketplace with losing 9% commission, to another person, so that person will have the possibility to withdraw money by Masterbucks wallet. I tried to do this with a friend of mine, but after they blocked our accounts.

Epik is the worst and unprofessional company I have ever worked with. They received my money, did not give me any opportunity to withdraw it, gave advice and tips and then blocked my account.

Date of experience: February 27, 2023



Tochi
1 review 🌐 NG



Apr 24, 2023

They are shady they'll take your money and not register your domain

I registered a domain name since 5 days they took my money and the domain wasn't added to my account. Their customer support is zero, they take days to respond to emails and sometimes they don't reply at all. Avoid them. Deal with them at your own risk. You'll lose your money and potential clients.

Date of experience: April 20, 2023



Sujan
2 reviews 🌐 BD



Jan 20, 2023

Pending \$9300 withdrawal requested from 13th Oct 2022

03(three) month go i requested a withdrawal of my funds and Masterbucks still has not paid any amount.

I sold-out my site for medical treatment and re-invest another website. I was job less from corona 1st time.

They have my ID , bank details, and confirmed this is OK for a payout.

It's really disappointing with your process, so many date problems with masterbucks under maintenance now approval problems. here attached my pending report

Date of experience: October 14, 2022



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

26. There are dozens of similar complaints over just the last few months. And at least one customer, DomainEmpire.com, claims that they have an unpaid balance of **\$1,500,000**, which has apparently also gone missing.

27. As these debts and consumer complaints quickly piled up, Epik started using payments from new consumers—which, again, were meant to be held in escrow—to pay down old debts.

28. In other words, Epik and its executives including Monster and Royce tried to hide this illegal conduct with yet more illegal conduct.

29. On information and belief, Epik has been using this method of comingling funds and using a newly received escrow funds to replace escrow funds that were previously misappropriated for years.

30. In addition, in an attempt to buy themselves more time in paying their numerous debts, Epik began transferring money and payments between the various Epik companies.

31. For instance, according to one consumer, on September 27, 2022—after Royce became Epik’s CEO—she used Epik’s purported “escrow” services through Epik’s website, www.Epik.com, to sell a domain name for \$100,000. Again, the process should have been simple: the domain name would be put in escrow, and so would the payment. Then, when both were secured in escrow, the domain and payment would be released to the entitled parties. Instead, according to this consumer, her domain name was sold and the funds were provided to Epik, but

1 she never received her payment (a total of \$91,000 after Epik’s fees). And, after requesting her
2 payments, Epik informed her it was transferred to Masterbucks (which is owned and operated by
3 Epik Holdings). But apparently, Masterbucks did not have the funds either, and the funds were
4 reportedly stuck in “processing” unable to be released. According to this consumer, “Brian Royce
5 has had [the funds] on hold since September 27th [2022].”
6
7
8
9

10
11 32. This hiding of money between the various Epik entities is but another example of
12 Epik’s continued obfuscation to perpetuate and hide their ongoing fraud. For instance, Luigi
13 Vigna, another consumer reporting the fraudulent scheme noted that Epik moved his funds “from
14 Epik to Masterbucks again [without] asking for our authorization nor with a single word of
15 explanation from their side[.]” Based on numerous consumer complaints, this practice of taking
16 consumer’s funds and replacing them with “Masterbucks”—a fictional currency within the
17 “Epikverse”—is part of Epik’s fraudulent scheme to abscond with consumer’s funds.
18
19
20
21
22
23

24
25 33. Another consumer disclosed that after selling his domain name using Epik’s
26 purported escrow services, he was only able to withdraw the full \$50,000 paid for the domain name
27 that was purportedly kept in “escrow”. While he was initially able to withdraw \$12,000 of the
28 \$50,000, once Royce took control of Epik’s finances the consumer was prevented from
29 withdrawing the remaining funds. When the consumer contacted Epik regarding payment of his
30 funds, he received multiple messages promising repayment as part of an apparent delay tactic to
31 keep the consumer from taking further action to secure his funds.
32
33
34
35
36
37
38

39 34. Epik’s fraud is widespread, has likely been ongoing for years and has been
40 exacerbated since Royce’s tenure as CEO of Epik began.
41
42

43 35. As one news article notes, “Epik was using money from both [Masterbucks and
44 Epik’s in-house escrow service] to fund its operations rather than keeping the funds in separate
45 bank accounts.” The article further claims that, despite claiming to offer escrow services, “[t]he
46 company ... didn’t have an escrow license.” See [https://domainnamewire.com/2022/12/01/epik-
47 continues-to-dig-out-from-financial-mess/](https://domainnamewire.com/2022/12/01/epik-continues-to-dig-out-from-financial-mess/).
48
49
50
51

1 36. Even though Epik represented that it offered escrow services, Monster has
2 confirmed that Epik is not and was never a licensed escrow service.
3

4 37. Royce also confirmed this misuse of escrow funds. In an October 2022 podcast,
5 Royce was asked whether escrow funds were commingled. Royce confirmed this illegal activity,
6 admitting publicly that “when [Royce] came on board, everything was, as of September 2--there
7 was kind of a lot of comingling and the separation of operations wasn’t there.”
8
9

10 38. Monster and Royce have been at the heart of this fraud.
11

12 39. Monster has been the controlling party throughout the time Epik began their
13 fraudulent scheme. Monster owned all of the relevant business entities, and personally interacted
14 with many of the consumers that Epik scammed.
15
16

17 40. As the fraud perpetrated by Monster and Epik began to come to light, Epik placed
18 Royce at the helm as CEO—and he now controls the companies, and the ongoing fraud. In other
19 words, Royce, too, is complicit.
20

21 41. Royce first began working with Monster and Epik in or around March 2022. He
22 was quickly brought up to speed and integrated into Epik and soon became Epik’s Executive Vice
23 President of Operations.
24
25

26 42. In or around August 2022, Royce made an appeal to become Epik’s new CEO and
27 Monster agreed. Royce became Epik’s CEO effective September 1, 2022.
28
29

30 43. Immediately upon becoming CEO, Royce took full control of Epik’s bank accounts,
31 funds, and all other finances. In other words, Royce decided who was paid what and when,
32 including whether to pay back misappropriated consumer funds or to instead use those funds for
33 purposes *other than* the purposes for which the consumers intended their funds be used. Royce
34 chose the latter, including with respect to Plaintiff’s funds.
35
36

37 44. Upon his appointment as CEO, Royce began using the consumer funds Epik was
38 meant to hold in escrow or to use for consumers’ domain-related services (e.g., renewing
39 consumer’s domain names), for other purposes that the consumers had not approved or intended.
40
41
42
43
44
45
46
47
48
49
50
51

1 On information and belief Royce began misusing those consumer funds to, among other things,
2 pay himself salary and bonus, hire his friends to officer-level positions within Epik, and to pay off
3 older debts from prior misuse of funds.
4

5
6 45. Indeed, after Royce took over as CEO, Epik sent customers an e-mail
7 acknowledging that “[w]hen new management took over Masterbucks, the balance was
8 approximately 4.5 million dollars” but, moving funds around, they claimed to have paid off all but
9 \$800,000 of that debt. That claim turned out to be false too. Soon after, Royce admitted that they
10 continued to discover additional debts, now amounting to at least \$1.1 million.
11

12
13 46. In September 2022, Royce also disabled the ability of consumers to withdraw their
14 money from Masterbucks—effectively holding their money against their wishes, including
15 Plaintiff’s money. On information and belief, consumers like Plaintiff are still unable to withdraw
16 their funds.
17

18
19 47. According to Monster, after taking over, Royce had full control of the companies
20 (though Monster still maintained majority ownership) and Royce “ran the company like a
21 dictator.”
22

23 Adkisson’s Purchase of the Domain Name

24
25 48. Before this massive web of fraud came to light, Adkisson contacted Epik to
26 complete a simple domain name purchase.
27

28
29 49. On May 11, 2022, Adkisson e-mailed Monster seeking to purchase the domain
30 name <nourish.com> which was listed for sale through Epik.
31

32
33 50. Monster responded that Epik was authorized to sell the domain name for “\$300K
34 net to seller, which means \$327K gross at our 9% commission.” Monster further claimed that he
35 could complete the sale that day.
36

37
38 51. Monster informed Adkisson that to complete the sale, Adkisson would need to use
39 Epik’s escrow services.
40
41
42
43
44
45
46
47
48
49
50
51

1 52. Adkisson agreed to pay the requested \$327,000 and asked Monster to set up the
2 escrow account.
3

4 53. In response, Monster assured Adkisson that Epik’s “escrow service is #1 in the
5 industry” and that they further protect the buyer and seller of domain names because Epik is also
6 “an accredited registrar” and so “take[s] actual delivery of the domain” during sales. Adkisson
7 relied on Monster’s representation that Epik offered “escrow” services and as to the protections
8 offered by Epik’s purported escrow services. But for these representations, Adkisson would not
9 have proceeded with the transaction with Epik.
10

11 54. Monster also claimed that the domain name seller wanted to be paid in crypto
12 currency. Monster instructed Adkisson that after Adkisson funded the escrow account, Epik would
13 handle converting the payment to crypto currency to pay the seller.
14

15 55. At the time, Epik Inc. and Epik Holdings provided an in-house escrow service
16 named “Epik Escrow.” Monster directed Adkisson to use the Epik Escrow service in connection
17 with Adkisson’s domain name purchase.
18

19 56. That day, May 11, 2022, Adkisson followed the directions provided by Monster
20 and transferred \$327,000 to Epik using the Epik Escrow service, to be held in escrow as Monster
21 represented it would be (the “Escrow Funds”).
22

23 57. On its website, Epik explained how its escrow services worked: “Epik will receive
24 and hold funds from the Buyer, then receive and hold domain(s) from the Seller. Upon consent of
25 both parties, Epik will deliver domain(s) to the Buyer and distribute the funds to the Seller’s
26 account.” Further, Epik represented that both the seller and buyer “have the right to cancel the
27 transaction without penalties until the escrow is concluded. If the Buyer has already submitted
28 payment, Epik will reimburse.”
29

30 58. Defendants were not licensed to act as an escrow agent or to perform escrow
31 services as required under Washington law (RCW 18.44.021).
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

1 59. Despite Monster’s claim that the transaction could be completed the same day
2 payment was transferred, Adkisson did not receive the domain name that day. Indeed, Adkisson
3 never received the domain name.
4

5
6
7 60. On June 1, 2022, Monster informed Adkisson that were some issues with the seller
8 of the domain name, but that Epik was “working to get this done asap.”
9

10
11 61. Defendants continued to string Adkisson along for months, repeatedly promising
12 that they would deliver the domain name.
13

14
15 62. Royce became Epik’s CEO on September 1, 2022 and immediately took full control
16 of Epik’s funds. Royce was also fully and personally informed as to Adkisson’s transaction and
17 the funds Adkisson’s Escrow Funds which Epik was holding.
18

19
20
21 63. On November 14, 2022, and because the domain name had still not been transferred
22 to Adkisson, Adkisson requested the return of his Escrow Funds. Royce responded by email and
23 promised to continue to try to secure the domain name but further promised “if [that] does not
24 work then we of course will return the funds.” On information and belief, when Royce made this
25 promise to “return the funds,” he knew it to be false, that Epik did not intend to return the Escrow
26 Funds to Adkisson, and that Epik was instead spending Adkisson’s Escrow Funds for improper
27 purposes. In reliance on Royce’s express and unambiguous representation that his funds would be
28 returned, Adkisson gave Epik additional time to secure the domain name or return his funds.
29
30
31
32
33
34
35

36
37 64. Nearly three weeks later, Defendants had still not secured the domain name nor
38 returned Adkisson’s Escrow Funds. On December 2, 2022, Adkisson explicitly stated that he
39 would be ending the domain name purchase transaction and again requested that the Escrow Funds
40 be returned.
41
42
43

44
45 65. Adkisson soon discovered that the Escrow Funds he had transferred to be held by
46 Epik in escrow had not, as they were required to be, kept in a separate account pending the sale of
47 the domain name. Instead, Defendants apparently used the Escrow Funds as their personal
48 piggybank and misappropriated the entirety of Adkisson’s \$327,000 escrow payment, including
49
50
51

1 through Royce’s use of the funds to pay himself salary and bonus, hire his friends into office
2 positions within Epik, and to pay off older debts.
3

4
5 **Misappropriation of Adkisson’s Escrow Funds**
6

7 66. After Royce replaced Monster as the CEO of Epik he was made aware of the
8 Adkisson’s pending escrow transaction and Epik’s outstanding debt to Adkisson by no later than
9 September 4, 2022.
10

11 67. On October 18, 2022, Royce informed Adkisson by text message that they
12 “need[ed] to talk,” but Royce claimed to be unavailable at that time.
13

14 68. For the next six weeks, Adkisson continued to follow up with Royce attempting to
15 get either the domain transferred to him, or his Escrow Funds returned. During that time, Royce
16 started implementing delay tactics keep Adkisson from withdrawing his Escrow Funds. As part of
17 those tactics, Royce sent multiple emails promising that he was continuing to work on securing
18 the domain name, and that if he was not successful, Adkisson’s funds would be returned.
19

20 69. On December 2, 2022, Adkisson emailed Royce and Defendants to explicitly
21 inform them that he would be ending the domain name purchase transaction and again requested
22 that the Escrow Funds be returned.
23

24 70. Finally, on December 6, 2022, Royce responded by text message to Adkisson’s
25 repeated messages about his Escrow Funds stating that “we are getting things sorted out and your
26 funds will be returned [in] short order[.]” Still, no payment was forthcoming. This statement was
27 false and Royce knew it was false when he made it as he never intended to pay Adkisson: Royce
28 had control of Epik’s finances and never planned to refund Adkisson. Adkisson relied on this
29 statement by withholding from taking action to collect the monies owed to him, all while
30 Defendants, including Monster, Royce and Epik, continued to spend the funds that belonged to
31 Adkisson.
32

33 71. On information and belief, despite Monster’s and Epik’s representations that
34 Adkisson’s funds would be held in escrow, and despite Monster’s, Royce’s and Epik’s
35

1 representations that they would repay Adkisson his Escrow Funds, the Escrow Funds were instead
2 comingled with Defendants' business and/or personal funds, and were used by Defendants for
3 matters unrelated to Adkisson or the sale of the <nourish.com> domain name, including covering
4 Epik's misappropriation of other consumers' escrow funds, paying other Epik creditors, paying
5 Royce and Monster, and paying Royce's newly-hired friends in their officer level positions at Epik.
6
7
8
9

10
11 72. On December 28, 2022, counsel for Adkisson sent Defendants a letter regarding
12 the misappropriated funds. In the letter, Adkisson informed Defendants that, based on
13 conversations with Royce, "it appears that Epik has stolen the money, or embezzled the funds"
14 and that the parties involved in this conduct "may be guilty of a criminal offense."
15
16
17

18
19 73. On December 31, 2022, counsel for Epik responded to the letter by email. Epik's
20 counsel noted that they did not represent Monster, and that they advised Monster to retain his own
21 counsel claiming that "Monster has no authority to act as an officer, employee, or agent of the
22 company; he is merely a non-executive director and the majority stockholder." Epik's counsel
23 also requested "a deadline for payment so we can marshal resources" to resolve the matter.
24
25
26
27

28
29 74. In a subsequent phone call, Epik, through its counsel, admitted that it owed
30 Adkisson the \$327,000 it had promised to hold in escrow, and that sometime after Adkisson wired
31 the funds to Epik, it was misappropriated, embezzled or both. In any case, Epik conceded that the
32 Escrow Funds were no longer available. Epik further claimed that the company was "cash
33 strapped" and that Adkisson's Escrow Funds were used to pay other debts.
34
35
36
37

38
39 75. In response, Adkisson requested repayment of his funds by January 6, 2023. Epik
40 did not refund Adkisson. Instead, Epik emailed again claiming that it had begun discussions with
41 Monster's counsel regarding "how to structurally remove Mr. Monster from having any voting
42 power while still bearing the economic risk of his past acts and omissions" and "the possible
43 source(s) of cash an[d] timing to fund the payment due your client." They further claimed that
44 "Epik and Mr. Royce are working on this in good faith with the intention of making your client
45 whole."
46
47
48
49
50
51

1 76. On January 11, 2023, Epik, through counsel, sent Adkisson a letter via email
2
3 promising to repay Adkisson his escrow funds. Specifically, the letter stated: “On behalf of Epik
4
5 Holdings, Inc., Epik shall pay the debt owed to Mr. Adkisson in two installments, one on January
6
7 12, 2023, in the amount of \$20,000, and the other no later than January 31, 2023, in the amount of
8
9 \$307,000.” Adkisson accepted the proposal.

10
11 77. On January 12, 2023, Monster paid Adkisson \$20,000. However, no further
12
13 payments were made.

14
15 78. On January 30, 2023—the day before Epik had promised to repay the remaining
16
17 balance of the Escrow Fund to Adkisson—Epik informed Adkisson that Monster’s counsel would
18
19 be in touch regarding “[Monster’s] plan for satisfying the claim.” This was directly contradictory
20
21 to Epik’s January 11 letter which “[o]n behalf of Epik Holdings, Inc.” promised that Epik would
22
23 repay the full debt by January 31, 2023. On information and belief, it was Royce’s decision, as
24
25 the individual in charge of Epik’s funds and finances, to not repay Adkisson.

26
27 79. Adkisson reminded Epik of its binding agreement that *Epik* would repay the funds,
28
29 and do so within the next day. Epik did not respond and did not complete its promised repayment.
30
31 On information and belief, Epik knew, at the time it made this representation, that it did not intend
32
33 to repay Adkisson. Instead, it was just another example of the fraudulent misrepresentations being
34
35 made to consumers like Adkisson and a ploy to delay Adkisson’s recovery of his funds.

36
37 80. On information and belief, Epik, Royce and Monster made similar promises to
38
39 repay other consumers where Epik, Royce and Monster had misappropriated the consumers’ funds,
40
41 knowing the representations were false, and with the intent that the consumers would rely on those
42
43 representations and so withhold from taking action to recover their funds. It appears numerous
44
45 consumers relied on those false representations.

46
47 81. On January 31, 2023, Monster contacted Adkisson. He confirmed that the amount
48
49 owed to Adkisson—\$327,000—was not in dispute. Further, Monster stated that since Royce
50
51 became CEO of Epik, Monster “believe[d] the company has had ample opportunity to fund a

1 refund to Mr. Adkisson.” Monster identified several sources of funds available to Epik to repay
2
3 Adkisson including a \$1,000,000 loan, a \$1,000,000 divestiture received by Epik in October 2022,
4
5 and other assets “amount[ing to] more than \$600,000 in cash.” Based on these claims, it appears
6
7 that Epik’s and Royce’s representations that it was “cash strapped” and so unable to repay
8
9 Adkisson were false, and Epik and Royce knew they were false when they made those
10
11 representations.

12
13 82. Monster further represented that “in the event that the Company does not, or will
14
15 not settle the balance due of \$307,000, I am committed to covering this personally, and doing so
16
17 asap.”

18
19 83. No further payments have been made to Adkisson.
20

21 **Defendants Attempt to Sell Epik and Its Assets**

22
23 84. On information and belief, instead of paying back consumers the funds they stole,
24
25 Royce, Monster, and Epik have been coordinating the sale of Epik’s business and its assets in order
26
27 for Royce and Monster to abscond with the sale proceeds leaving consumers holding the bag.

28
29 85. After Adkisson filed his initial complaint, on May 5, 2023, Royce Tweeted
30
31 regarding these sales efforts, classifying them as an “asset sale.”

32
33 86. In a subsequent phone call, Monster also confirmed that he, Royce and Epik were
34
35 coordinating efforts to sell pieces of Epik, including its registrar and hosting services.

36
37 87. Then, on May 12, 2023, Monster confirmed that he understood “that an asset sale
38
39 is being finalized[.]”

40
41 88. If an asset sale is completed, Epik intends to pay its creditors before repaying the
42
43 consumers whose funds Defendants misappropriated.

44
45 89. According to numerous consumer complaints, in the midst of this asset sale,
46
47 Monster and Royce have been misappropriating consumers funds and refusing to transfer or renew
48
49 domain names that Epik controls (but were purchased by consumers), likely in order to artificially
50
51 inflate the value of Epik to increase the potential sales. On information and belief, this practice is

1 *on-going* and when a consumer pays Defendants to register a domain name, Defendants, through
2
3 Epik, accept the payment but do not register the domain name for the consumer.
4

5 90. If Royce, Monster, and Epik are allowed to sell Epik or its assets, consumers like
6
7 Adkisson are highly unlikely to be repaid for the funds that Royce, Monster, and Epik and
8
9 misappropriated.
10

11 **FIRST CAUSE OF ACTION**
12 ***Breach of Contract (All Defendants)***
13

14 91. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
15
16 allegations in the forgoing paragraphs as if fully set forth herein.
17

18 92. In connection with the sale of the <nourish.com> domain name, Epik and Monster
19
20 entered into a valid, enforceable and binding contract with Adkisson.
21

22 93. Based on Epik's and Monster's representations, Adkisson wired \$327,000 to Epik
23
24 to be held in escrow. In exchange, Epik and Monster promised to transfer the <nourish.com>
25
26 domain name to Adkisson, and, in the event the domain could not be transferred, Epik was to
27
28 return the funds to Adkisson.
29

30 94. Epik and Monster represented that Adkisson's funds would be held in escrow. As
31
32 such, Epik was required to keep those funds separate from Defendants' business and personal
33
34 accounts. Those funds could not be used for any matter other than the transfer of the
35
36 <nourish.com> domain name, or were required to be returned to Adkisson.
37

38 95. Epik, Royce, and Monster also each separately agreed that Adkisson was entitled
39
40 to his Escrow Funds and each promised to return Adkisson's funds.
41

42 96. As of at least September 1, 2022, Royce personally ran Epik's finances and
43
44 controlled payments out of Epik. Royce repeatedly and falsely assured Adkisson that Adkisson's
45
46 funds would be returned, even though Royce knew full well that Adkisson's funds had been or
47
48 were being embezzled. Royce deliberately and willfully misled Adkisson.
49
50
51

1 97. Monster, Royce and Epik had the ability to repay Adkisson the funds they admitted
2 he was owed, but did not do so, opting instead to use Adkisson's money for other purposes.

3
4 98. Epik, Royce and Monster's promises to hold Adkisson's funds in escrow and to
5 repay Adkisson are valid and binding agreements. Epik, Royce and Monster breached their
6 agreements with Adkisson, including but not limited to Royce's agreement to repay Adkisson.
7 Epik did not transfer the <nourish.com> domain name to Adkisson. Nor did Epik, Monster or
8 Royce return Adkisson's Escrow Funds. Epik, Monster and Royce also failed to keep Adkisson's
9 funds in escrow, and instead either misappropriated and/or embezzled those funds.
10

11 99. As a direct and proximate result of Defendants' breaches, Adkisson has been
12 harmed and is entitled to an amount to be proven at trial, and in an amount no less than \$307,000
13 plus interest.
14

15
16
17
18
19
20
21
22
23 **SECOND CAUSE OF ACTION--**
24 ***Fraudulent Misrepresentation (All Defendants)***

25 100. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
26 allegations in the forgoing paragraphs as if fully set forth herein.
27

28 101. In connection with the purchase of the <nourish.com> domain name, Epik
29 requested payment in the amount of \$327,000 from Adkisson. Monster and Epik represented that
30 Epik would serve as an escrow agent and maintain those funds in an escrow account, to be used
31 only if the domain name was transferred to Adkisson, or to be returned to Adkisson. Monster and
32 Epik intended Adkisson to rely on those representations.
33

34 102. Based on those representations, Adkisson paid \$327,000 to the purported Epik
35 escrow account. Adkisson was harmed by such reliance: he did not receive the <nourish.com>
36 domain name and did not receive repayment of escrow funds.
37

38 103. Those representations were both material and false, and, at the time they were
39 made, Monster and Epik knew those representations were false.
40
41
42
43
44
45
46
47
48
49
50
51

1 104. Adkisson’s funds were never placed in and were not maintained in, an escrow
2 account. Instead, Adkisson’s funds were used by Monster and/or Epik to settle separate debts or
3
4 for other personal reasons, unrelated to Adkisson’s purchase of the <nourish.com> domain name.
5
6

7 105. Additionally, despite representing that they offered escrow services, Epik was not
8 licensed to perform escrow services or act as an escrow agent as required by law.
9

10 106. Adkisson relied on Monster’s and Epik’s representations regarding their ability to
11 offer escrow services, believing their representations to be true, and was damaged by such reliance.
12
13

14 107. After Adkisson’s funds were misappropriated, Royce, Monster and Epik each
15 represented that they would repay Adkisson the amounts owed. These representations were also
16
17 material and false, and Defendants knew they were false when they made them.
18
19

20 108. Indeed, according to Monster, Royce and Epik had the funds available to repay
21 Adkisson since at least September 2022, and knew of the debt to Adkisson, but chose not to do so.
22
23 Defendants never intended to repay Adkisson and instead continued to string him along for months
24
25 promising repayment. Like they did *and continue to do* with numerous other consumers, Monster,
26
27 Royce and Epik made several false and material representations that they would repay Adkisson
28
29 intending that Adkisson rely on the representations and withhold taking action to collect his funds
30
31 so that they could continue to misappropriate, embezzle, and spend his Escrow Funds and sell Epik
32
33 or its assets.
34
35

36 109. Adkisson relied on the representations that he would be repaid, believing them to
37 be true, and refrained from taking immediate action to secure the return of his Escrow Funds. In
38
39 doing so, Adkisson suffered losses including but not limited to lost interest and by paying legal
40
41 counsel to continue to work with Defendants in securing the repayment. Additionally, by delaying
42
43 Adkisson’s efforts to recover his funds, Epik continued to spend his money and are in the process
44
45 of an asset sale both of which will likely prevent Adkisson from recovering some or all of his
46
47 funds.
48
49
50
51

1 110. Adkisson’s reliance on Defendants’ false representations has damaged Adkisson in
2
3 an amount to be proven at trial and Adkisson is entitled to damages and injunctive relief.
4

5 **THIRD CAUSE OF ACTION**
6 ***Breach of Fiduciary Duty (All Defendants)***
7

8 111. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
9
10 allegations in the forgoing paragraphs as if fully set forth herein.
11

12 112. An escrow agent owes a fiduciary duty to the parties to the escrow to conduct the
13
14 transaction with scrupulous honesty, skill and diligence, and must comply strictly with the
15
16 provisions of the escrow agreement.
17

18 113. By promising to provide escrow services, to act as an escrow agent for Adkisson,
19
20 and to hold Adkisson’s funds in escrow, Epik had a fiduciary duty to Adkisson to exercise a high
21
22 degree of care to conserve the money placed in escrow and pay it only to those parties entitled to
23
24 receive the funds. Specifically, Epik had a duty to properly perform its escrow services including
25
26 by (a) maintaining Adkisson’s escrow funds separately from all other funds; (b) using Adkisson’s
27
28 escrow funds only for the accepted purpose of purchasing the <nourish.com> domain name or
29
30 returning such funds to Adkisson; and (c) not misappropriating, embezzling or otherwise using
31
32 Adkisson’s Escrow Funds for any other purpose.
33

34 114. Monster represented that he and Epik would provide escrow services to Adkisson,
35
36 and thus had the same fiduciary duties to Adkisson.
37

38 115. When Royce became Epik’s CEO in September 2022, he immediately took control
39
40 of Epik’s finances. Monster maintained majority ownership but according to Monster Royce was
41
42 now in charge of the company. In fact, Royce used his newfound powers to consolidate control
43
44 over all aspects of the business. Royce’s responsibilities as CEO included maintaining Adkisson’s
45
46 Escrow Funds in escrow, sequestered from funds used for Epik’s business. As the holder of Escrow
47
48 Funds, and the individual in charge of maintaining proper escrow services in relation to those
49
50
51

1 funds, Royce further represented to Adkisson that the Escrow Funds would be returned to him.
2
3 Thus, Royce also had the same fiduciary duties to Adkisson.

4
5 116. At Epik’s direction, Adkisson followed all of Epik’s instructions regarding use of
6
7 their Epik Escrow service and placed \$327,000 in the Epik Escrow account.

8
9 117. On information and belief, Adkisson’s funds were never placed in and were not
10
11 maintained in, an escrow account. Instead, Adkisson’s funds were used by Monster, Royce and
12
13 Epik to settle separate debts or for other personal or business reasons, unrelated to Adkisson’s
14
15 purchase of the <nourish.com> domain name. Such actions breached Epik, Monster and Royce’s
16
17 fiduciary duties to Adkisson.

18
19 118. Through Epik, Monster and Royce’s conduct, Adkisson has been damaged in an
20
21 amount to be fully determined at trial and Adkisson is entitled to damages and injunctive relief.

22
23 **FOURTH CAUSE OF ACTION**
24 ***Violation of the Washington Consumer Protections Act, RCW 19.86.020***
25 **(All Defendants)**

26
27 119. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
28
29 allegations in the forgoing paragraphs as if fully set forth herein.

30
31 120. The foregoing acts of Defendants constitute unfair methods of competition and
32
33 unfair or deceptive acts or practices in the conduct of trade or commerce in violation of RCW
34
35 19.86.020.

36
37 121. Defendants’ conduct affects and is contrary to the public interest, tends to mislead
38
39 a substantial portion of the public, and has injured Adkisson. Defendants’ conduct is also likely
40
41 to be repeated and to injure other members of the public and Washington residents.

42
43 122. Specifically, and in addition to the conduct described above, Defendants claimed
44
45 to offer escrow services in connection with its services in brokering domain name transfers and
46
47 sales. However, instead of providing those escrow services, Defendants misappropriated the funds
48
49 they promised to hold in escrow.

1 123. Defendants also acted unfairly and deceptively in purporting to offer escrow
2 services when, on information and belief, Epik was not licensed to offer such services or to act as
3 an escrow agent.
4

5
6
7 124. Additionally, after the sale of the domain name fell through, Defendants
8 represented that they would return Adkisson's Escrow Funds to Adkisson, and had the funds and
9 ability to do so. Instead, Defendants misled Adkisson to string him along while they used his funds
10 to settle other debts or for other improper purposes.
11

12
13
14 125. As more fully described in the above paragraphs, Monster and Royce were both
15 personally involved in this conduct. For instance, Monster induced Adkisson to rely on him and
16 Epik to serve as an escrow agent knowing they never intended to keep Adkisson's funds in escrow.
17 And Royce made false promises to repay Adkisson in order to delay Adkisson's attempts to
18 recover his funds so that Royce could continue to misappropriate those funds, conceal past fraud,
19 pay himself salary and bonus, pay his friends, and prop up Epik for a quick sale.
20

21
22
23 126. Defendants conduct, including Monster and Royce's intentional delay tactics, have
24 also made victims of numerous other consumers that have complained of highly similar conduct
25 by Defendants resulting in the misappropriation of millions of dollars.
26

27
28
29 127. Defendants are likely to repeat their actions, and likely have and will continue to
30 harm other members of the public in a similar fashion.
31

32
33
34 128. As a result of Defendants' conduct, Adkisson has been damaged in an amount to
35 be proven at trial including actual damages, treble damages, and costs of litigation and attorneys'
36 fees.
37

38
39
40
41
42
43 **FIFTH CAUSE OF ACTION**
44 ***Violations of Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c)***
45 **(All Defendants)**
46

47 129. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
48 allegations in the forgoing paragraphs as if fully set forth herein.
49
50
51

1 130. Defendants Monster and Royce are “persons” within the definition of 18 U.S.C. §
2 1961(3). Monster is the founder of Epik Holdings, Epik Inc., and Masterbucks. Royce began
3 working for the Epik enterprise at least as early as March 2022 then became Epik’s Executive Vice
4 President of Operations, and has served as the CEO for Epik since September 1, 2022.
5
6

7
8 131. Epik is an “enterprise” as defined by 18 U.S.C. § 1961(4) and engaged in, and had
9 activities affecting, interstate and foreign commerce.
10

11
12 132. Royce and Monster wrongfully conducted or participated, directly or indirectly, in
13 the conduct of the affairs of Epik through a pattern of racketeering activity. In connection
14 therewith, Defendants committed at least the following racketeering acts within the meaning of 18
15 U.S.C. § 1961(1):
16
17
18

19 a. Wire Fraud. Defendants devised a scheme or artifice to defraud by means of wire
20 communication in interstate or foreign commerce in violation of 18 U.S.C. § 1343,
21 in that, as described above and under false and/or fraudulent pretenses,
22 representations, or promises:
23
24
25
26
27

28 i. Defendants purported to act as an escrow service in the sale and purchase
29 of domain names, while in fact, Defendants comingled funds entitled for
30 escrow, misappropriated those funds, and used consumers’ escrow funds to
31 obfuscate Defendants’ fraudulent activities. Defendants used wire
32 transmissions to transmit false or fraudulent representations regarding its
33 escrow services, including by email and through the Epik website, to obtain
34 money that was also transferred by means of wire transmission.
35
36

37 ii. Defendants purported to act as a broker for domain names, while in fact,
38 Defendants accepted payment for domain names but did not transfer the
39 domain name that was purchased and retained the payment. Defendants
40 used wire transmissions to transmit false or fraudulent representations
41
42
43
44
45
46
47
48
49
50
51

1 regarding its domain broker services to obtain money that was also
2 transferred by means of wire transmission.
3

- 4
5 iii. In connection with the Defendants' fraudulent scheme, Monster and Royce
6 made false representations to Adkisson and other consumers promising to
7 repay funds Defendants misappropriated and were in the process of
8 misappropriating in order to delay efforts to recover their funds to hide the
9 fraudulent scheme and complete the misappropriation of the funds.
10 Defendants used wire transmissions including email and text messages to
11 transmit these false or fraudulent representations.
12
13
14
15
16
17

18
19 133. Defendants racketeering acts were committed in furtherance of a common
20 fraudulent scheme so that Monster, Royce and Epik could wrongfully spend Adkisson's—and
21 other consumers'—funds on themselves and the Epik enterprise, sell Epik or its assets, conceal the
22 fraudulent scheme, and abscond with the funds and profits.
23
24
25

26
27 134. On information and belief, Defendants' racketeering acts have been ongoing for
28 years, and began at least as early as May 11, 2022 and continuing through the present. Royce has
29 personally been involved in directing these acts since at least as early as when he CEO in
30 September 2022.
31
32
33

34
35 135. Beginning at least as early as September 1, 2022, Royce had control of Epik's
36 finances and used his position to conceal the fraudulent scheme by making false promises to
37 Adkisson and other consumers. Prior to this, Royce was Epik's Vice President of Operations and
38 likewise had knowledge and control of Epik's operations.
39
40
41

42
43 136. Monster has at all times been the majority owner of Epik and has the ability and
44 authority to control Epik. But at this point Royce is in full control over Epik.
45
46

47
48 137. Defendants' racketeering acts are part of an on-going and continuous pattern,
49 involving defrauding numerous consumers through the same or similar methods. This pattern of
50
51

1 racketeering acts is likely to be repeated, is ongoing, and is, on information and belief, Defendants'
2 regular way of conducting business.
3

4
5 138. Defendants racketeering acts were and are being committed in interstate commerce,
6 affecting consumers in multiple states.
7

8
9 139. As a proximate result of Defendants' violation of 18 U.S.C. § 1962(c), Adkisson
10 has sustained damage in an amount to be proved at trial, and is entitled to injunctive relief, recover
11 treble damages, costs of litigation and attorneys' fees.
12
13

14
15 **SIXTH CAUSE OF ACTION**
16 ***Violations of Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(a)***
17 **(All Defendants)**
18

19
20 140. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
21 allegations in the forgoing paragraphs as if fully set forth herein.
22

23
24 141. Defendants Monster and Royce are "persons" within the definition of 18 U.S.C. §
25 1961(3). Monster is the founder of Epik Holdings, Epik Inc., and Masterbucks. Royce began
26 working for the Epik enterprise at least as early as March 2022, then became Epik's Executive
27 Vice President of Operations, and has served as the CEO for Epik since September 1, 2022.
28
29

30
31 142. Epik is an "enterprise" as defined by 18 U.S.C. § 1961(4) and engaged in, and had
32 activities affecting, interstate and foreign commerce.
33

34
35 143. Royce and Monster received income from a pattern of racketeering activity as
36 described in the preceding paragraphs, including receipt of Adkisson's Escrow Funds and funds
37 from other consumers.
38

39
40 144. Royce and Monster improperly used that income, including Adkisson's Escrow
41 Funds, in furtherance of the operation of the Epik enterprise to conceal the fraudulent scheme,
42 misappropriate the funds to themselves and other officers of Epik, and in attempts to sell Epik or
43 its assets. Because of Royce's and Monster's use of Adkisson's Escrow Funds, which should have
44 been sequestered from Epik's use, Adkisson has been unable to recover his funds.
45
46
47
48
49
50
51

1 145. Royce began participating in the Epik enterprise at least as early as March 2022,
2 later acting as Epik’s Executive Vice President of Operations. Royce continued his involvement
3 when he became the CEO of the Epik enterprise in September 2022. At that time, he immediately
4 took control of Epik’s finances and used his position to conceal the fraudulent scheme by making
5 false promises to Adkisson and other consumers.
6
7
8
9

10
11 146. Monster has at all times been the majority owner of Epik and has the ability and
12 authority to control Epik.
13

14 147. Royce and Monster have thus participated as principals for the Epik enterprise.
15

16 148. Defendants’ racketeering acts are part of an on-going and continuous pattern,
17 involving defrauding numerous consumers through the same or similar methods. This pattern of
18 racketeering acts is likely to be repeated, is on-going, and is, on information and belief,
19 Defendants’ regular way of conducting business.
20
21
22
23

24 149. Defendants’ racketeering acts were and are being committed in interstate
25 commerce, affecting consumers in multiple states.
26
27
28

29 150. As a proximate result of Defendants’ violation of 18 U.S.C. § 1962(a), Adkisson
30 has sustained damage in an amount to be proved at trial, and is entitled to injunctive relief, recover
31 treble damages, costs of litigation and attorneys’ fees.
32
33
34

35 **SEVENTH CAUSE OF ACTION**

36 ***Violations of Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(d)***
37 **(All Defendants)**
38

39 151. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
40 allegations in the forgoing paragraphs as if fully set forth herein.
41
42

43 152. Defendants Monster and Royce are “persons” within the definition of 18 U.S.C. §
44 1961(3). Monster is the founder of Epik Holdings, Epik Inc., and Masterbucks. Royce began
45 working for the Epik enterprise at least as early as March 2022, then became Epik’s Executive
46 Vice President of Operations, and has served as the CEO for Epik since September 1, 2022.
47
48
49
50
51

1 153. Epik is an “enterprise” as defined by 18 U.S.C. § 1961(4) and engaged in, and had
2 activities affecting, interstate and foreign commerce.
3

4 154. Royce and Monster wrongfully conspired to violate 18 U.S.C. § 1962(c) by
5 conspiring to conduct or participate, directly or indirectly, in the conduct of the affairs of Epik
6 through a pattern of racketeering activity described in the preceding Paragraphs.
7
8

9 155. Royce and Monster wrongfully conspired to violate 18 U.S.C. § 1962(a) by
10 conspiring to use income derived from a pattern of racketeering activity in furtherance of the
11 operation of the Epik enterprise to conceal the fraudulent scheme, misappropriate the funds to
12 themselves and other officers of Epik, and in attempts to sell Epik or its assets as described in the
13 preceding Paragraphs.
14
15

16 156. As a proximate result of Defendants’ violation of 18 U.S.C. § 1962(d), Adkisson
17 has sustained damage in an amount to be proved at trial, and is entitled to recover treble damages,
18 costs of litigation and attorneys’ fees.
19
20

21 **EIGHTH CAUSE OF ACTION**
22 ***Unjust Enrichment (All Defendants)***
23

24 157. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
25 allegations in the forgoing paragraphs as if fully set forth herein.
26
27

28 158. Adkisson provided Epik with \$327,000 to be held in escrow.
29

30 159. As described in the paragraphs set forth above, Defendants have unjustly retained
31 and benefitted from retaining Adkisson’s Escrow Funds and refusing to return those funds, at the
32 expense of Adkisson including by using the Escrow Funds to conceal fraudulent activity and in
33 furtherance of the operation of Epik.
34
35

36 160. Under the circumstances, it is unjust for Defendants to retain Adkisson’s Escrow
37 Funds.
38
39

40
41
42
43
44
45
46
47
48
49
50
51

NINTH CAUSE OF ACTION
Conversion (All Defendants)

1
2
3
4 161. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
5
6 allegations in the forgoing paragraphs as if fully set forth herein.

7
8 162. Adkisson provided Epik with \$327,000 to be held in escrow.

9
10 163. As described in the paragraphs set forth above, Defendants have willfully interfered
11
12 with and converted Adkisson's Escrow Funds, as a result of which Adkisson has been deprived of
13
14 possession and use of its property including by using the Escrow Funds to conceal fraudulent
15
16 activity and in furtherance of the operation of Epik.

17
18 164. Defendants had no lawful justification to retain Adkisson's Escrow Funds.

19
20 165. As a result of Defendants' actions, Adkisson has been damaged in an amount to be
21
22 proven at trial but in an amount no less than \$307,000.

23
24
25 **JURY DEMAND**

26 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury as to
27
28 all issues so triable in this action.

29
30 **PRAYER FOR RELIEF**

31 WHEREFORE, Plaintiff Matthew Adkisson prays for the following relief:

32
33 A. For judgment in favor of Plaintiff, and against Defendants on all claims;

34
35 B. For Plaintiff's actual damages, recovery of unjust enrichment, treble damages, and
36
37 punitive damages, in such amounts as may be proven at trial;

38
39 C. For injunctive relief, enjoining Defendants from transferring, liquidating,
40
41 converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing,
42
43 assigning, withdrawing, granting a lien or security interest or other interest in, or otherwise
44
45 disposing of Adkisson's Escrow Funds and any other amounts owed to Adkisson, including but
46
47 not limited to by transferring, liquidating, converting, encumbering, pledging, loaning, selling,
48
49 concealing, dissipating, disbursing, assigning, withdrawing, granting a lien or security interest or
50
51

1 other interest in, or otherwise disposing of any of Defendants' assets or companies that Adkisson's
2
3 Escrow Funds were used in connection with;

4
5 D. For judgment against Defendants for Plaintiff's costs of suit, including Plaintiff's
6
7 reasonable attorneys' fees;

8
9 E. For pre- and post-judgment interest as allowed by law;

10
11 F. For such other relief as the Court may deem just and proper.
12
13
14

15 DATED this 15th day of May, 2023.
16

17 s/ David A. Perez

18 David A. Perez, WSBA No. 43959

19 s/ Christian W. Marcelo

20 Christian W. Marcelo, WSBA No. 51193

21 **Perkins Coie LLP**

22 1201 Third Avenue, Suite 4900

23 Seattle, WA 98101-3099

24 Telephone: 206.359.8000

25 Facsimile: 206.359.9000

26 E-mail: DPerez@perkinscoie.com

27 E-mail: CMarcelo@perkinscoie.com
28
29

30 Attorneys for Plaintiff Matthew Adkisson
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51