



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

**ELECTRONICALLY FILED
June 27, 2024 03:28 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1489430**

EAGLEONE INSIGHTS LLC

A 2402866

vs.

**PHOENIX FRANCHISE
BRANDS LLC**

**FILING TYPE: INITIAL FILING (IN COUNTY) WITH JURY
DEMAND**

PAGES FILED: 32

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

EAGLEONE INSIGHTS, LLC	:	Case No.: _____
6355 E. Kemper Road	:	
Cincinnati, Ohio 45241,	:	Judge _____
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
PHOENIX FRANCHISE BRANDS, LLC	:	
19500 Victor Parkway, Suite 400	:	
Livonia, Michigan 48152,	:	
	:	
Defendant.	:	

**COMPLAINT FOR MONETARY DAMAGES
(WITH JURY DEMAND ENDORSED HEREON)**

Plaintiff EagleONE Insights, LLC (“Plaintiff”), by and through counsel, hereby states for its Complaint in this matter against Defendant Phoenix Franchise Brands, LLC (“Defendant”) as follows:

JURISDICTION, VENUE, AND PARTIES

1. This Court has subject matter jurisdiction over this action under R.C. § 2305.01 because the amount in controversy exceeds the jurisdictional minimum of this Court.
2. This Court has personal jurisdiction over Defendant because it conducts business in Ohio, and the services rendered by Plaintiff were done in Hamilton County, Ohio, which gave rise to the allegations in this Complaint.
3. Venue is proper in this Court because part of Defendant’s activity giving rise to the claims for relief asserted herein arose in Hamilton County, Ohio, the acts and omissions that form the basis for this Complaint occurred in Hamilton County, Ohio, arise from Defendant’s

transaction of business in Hamilton County, Ohio, and the services performed pursuant to the contract between Plaintiff and Defendant were performed in Hamilton County, Ohio.

4. Plaintiff is an Ohio limited liability company with its principal place of business located at 6355 E. Kemper Road, Cincinnati, Ohio 45241.

5. Defendant is a Michigan limited liability company with its principal place of business located at 19500 Victor Parkway, Suite 400, Livonia, Michigan 48152.

FACTUAL BACKGROUND

6. Plaintiff's business involves, among other things, providing digital marketing, lead generation, and customer experience services to its business partners to help them expand their marketplace presence and enhance customer experience.

7. Defendant's business involves, among other things, offering franchising services, which provides investors with the opportunity to establish franchises under one of its four brands.

8. Beginning on or about May 31, 2023, Plaintiff and Defendant entered into a series of contracts wherein Plaintiff agreed to provide Defendant with advertising packets to be used by Defendant's brands as marketing tools to customers, as well as to provide inbound call center services and daily call reports for several of Phoenix's brands.

9. The first of these contracts was entered into on or about May 31, 2023, and it concerned Plaintiff's aforementioned provision of advertising packets. A copy of the Partner Packet Sponsor Program Contract is attached hereto as Exhibit A.

10. The other contracts concerned Plaintiff's aforementioned provision of inbound call center services and daily call reports. Among these contracts included the ICE Customer Experience Contract entered into on July 19, 2023, the Spray Foam Genie Contract entered into

on August 9, 2023, and the Door Renew Contract entered into on August 9, 2023 (the “Call Center Services Contracts”), copies of which are attached hereto as Exhibits B, C, and D, respectively.

11. In exchange for providing its call center services, Plaintiff was to be paid according to the fee rates contained on page two of the Call Center Services Contracts, which included monthly minimum amounts that Plaintiff was entitled to receive.

12. Throughout the term of the contracts, some of these prices were renegotiated in good faith between Plaintiff and Defendant. Specifically, the Spray Foam Genie Contract rate changed from \$1,000.00 per unit to \$1,250.00 per unit, whereas the Door Renew Contract rate changed from \$1,000.00 per unit to \$500.00 per unit. Copies of the email correspondence illustrating these negotiated price changes are attached hereto as Exhibit E.

13. Per the terms of the Call Center Services Contracts, all invoices are due upon receipt, and Defendant agreed to pay any undisputed amount of the invoices issued and to provide notice to Plaintiff within 14 days of receipt of any invoice in the event of a dispute of the amount of said invoice.

14. Additionally, per the terms of the Call Center Services Contracts, Defendant’s right to terminate does not trigger until 30 days after the end of the initial 12-month term, and requires that Defendant provide a 30-day written notice to Plaintiff of its intent to terminate.

15. Accordingly, Defendant’s right to terminate the ICE Customer Experience Contract does not trigger until August 18, 2024, and its right to terminate the Spray Foam Genie and Door Review Contracts does not trigger until September 8, 2024.

16. However, on or about May 9, 2024, Defendant, by virtue of an email sent by its CEO Greg Longe, provided Plaintiff with its intent to terminate Plaintiff’s services and terminate its partnership with Plaintiff.

17. As set forth above, the Call Center Services Contracts expressly deal with when Defendant's right to terminate triggered; nevertheless, Defendant has been adamant with its desire to prematurely terminate these contracts.

18. By prematurely terminating these contracts, Plaintiff will be denied revenue that it is otherwise entitled to per the terms of the Call Center Services Contracts.

19. As stated above, these contracts provided Plaintiff with guaranteed monthly minimum revenue for at least the specified time periods stated therein. Based on these amounts, Plaintiff would be entitled to at least an additional \$287,500.00 for the remainder of the month of June, and the months of July, August, and September.

20. Additionally, as the contracts specified that all invoice payments are due upon receipt, Defendant is in breach of the contracts for having overdue invoices from both April and May for services already rendered by Plaintiff. As of June 10, 2024, the total outstanding balance owed to Plaintiff is \$179,000.00.

21. As stated above, the contracts required that Defendant pay all undisputed amounts of all invoices and to provide notice to Plaintiff within 14 days of receipt of any invoice in the event of a dispute of the amount of said invoice. To date, Plaintiff has not been made aware of any dispute with any of the monthly invoices sent for its services already performed.

22. At this time, Defendant has refused to render payment for the services already rendered by Plaintiff, and has not been willing to provide Plaintiff with a firm timetable of payment.

23. As a result of Defendant's breach of the Call Center Services Contracts, Plaintiff has been damaged by failing to be paid for the services it has already rendered in a timely manner pursuant to the contracts.

24. As a result of Defendant's premature termination of the Call Center Services Contracts, Plaintiff will be damaged by being denied revenue that it was entitled to pursuant to the contracts.

COUNT I
(Breach of Contract)

25. Plaintiff incorporates by reference the preceding allegations as if fully restated and rewritten herein.

26. The Call Center Services Contracts are binding and legally enforceable contracts.

27. Plaintiff fully performed its obligations pursuant to the contracts by adequately performing all of the services that were required of Plaintiff under the contracts.

28. Defendant breached the contracts with Plaintiff by failing to pay Plaintiff for all of the services it performed and in a timely manner pursuant to the contracts, and for prematurely terminating the contracts that will deny Plaintiff revenue that it is entitled to under the contracts.

29. As a direct and proximate result of Defendant's breach, Plaintiff has been damaged in excess of the jurisdictional minimum in an amount to be proven at trial.

COUNT II
(Unjust Enrichment)

30. Plaintiff incorporates by reference the preceding allegations as if fully restated and rewritten herein.

31. Alternatively, Plaintiff is entitled to recovery from Defendant on the grounds of unjust enrichment.

32. Plaintiff conferred a substantial benefit upon Defendant by performing its call center services for payment promised by Defendant.

33. Defendant knew it was receiving this benefit, did receive and retain the benefit of Plaintiff's services, and have failed to fully and fairly compensate Plaintiff for said services.

34. Defendant has retained the benefit conferred by Plaintiff under circumstances where it would be unjust to do so without payment.

35. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff has been damaged by performing services for which it has not received payment as expressed above.

COUNT III
(Promissory Estoppel)

36. Plaintiff incorporates by reference the preceding allegations as if fully restated and rewritten herein.

37. Alternatively, Defendant made various promises and representations to Plaintiff that it would pay Plaintiff for the services performed and that it would retain and pay for Plaintiff's services for a specified time period.

38. Defendant should have expected such promises and representations to be relied upon by Plaintiff.

39. Plaintiff did in fact rely on such promises by Defendant to Plaintiff's detriment, and Plaintiff has been damaged as a direct and proximate result of Defendant's breach of such promises as set forth above.

WHEREFORE, Plaintiff EagleONE Insights, LLC demands the following relief:

- A. Judgment against Defendant for compensatory damages in an amount exceeding the jurisdictional minimum to be proven at trial;
- B. Consequential and incidental damages;
- C. Exemplary punitive damages, attorney's fees, and costs;
- D. Pre and post judgment interest; and

E. Any other relief which this Court deems proper, either at law or in equity.

Respectfully Submitted,

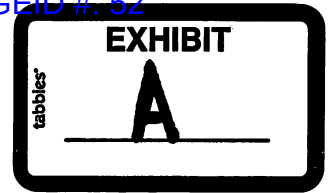
/s/ Stephen S. Schmidt
Stephen S. Schmidt (0085530)
Andrew D. White (0103339)
STRAUSS TROY CO., LPA
150 E. Fourth Street, 4th Floor
Cincinnati, Ohio 45202
Telephone No.: (513) 621-2120
Facsimile No.: (513) 241-8259
ssschmidt@strausstroy.com
adwhite@strausstroy.com
Counsel for Plaintiff, EagleONE Insights, LLC

JURY DEMAND

Plaintiff EagleONE Insights, LLC hereby demands a trial by jury on all issues so triable.

/s/ Stephen S. Schmidt
Stephen S. Schmidt (0085530)

17018052.1



EAGLEONE PARTNER PACKET SPONSOR PROGRAM STATEMENT OF WORK

Partner: Phoenix Franchise Brands, LLC.

Date: 05.31.2023

Program: Partner Packet Sponsor Program

This Statement of Work ("SOW") is entered into May 31, 2023 between Phoenix Franchise Brands, LLC. (Partner) and EagleONE Insights, LLC ("EO"). This SOW constitutes the entire agreement between Partner and EO, and supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by mutual agreement of Partner and EO.

I. Description of Services

A. Service

EO's shall provide Partner the Frintz free photo packet service opportunities to promote to its customers as a retention/appreciation vehicle. At the beginning of the engagement, Partner and EO will work together to establish the best available deployment methods & pace for a 12-month period.

B. Onboarding

(1) EO shall receive training on Partner's products/services, and all processes required to support this collaboration. Training and education will be conducted through a variety of methods including written documentation and collaboration calls. Training support will be provided by Partner after the Mission start date on an as needed basis (conference call, emails, etc.).

(2) EO will train its personnel to execute campaigns on behalf of Partner. Partner shall have the right to virtually participate in that training at its own expense. EO will monitor the performance of the program on an ongoing basis.

C. Mission Design and Development

The cost of Mission design and advertising sponsor development shall be provided by EO at no cost to the Partner. Design of Partner in-packet advertising shall be the responsibility of the Partner. Should the Partner choose to include additional advertising in each packet for its properties, this will be available at the fees set forth below in Section II and using designs provided by the Partner.

D. Deliverables

EO will provide Partner's customers with free photo print/advertising packets and provide a commission payment to Partner for each packet that is ordered as outlined in Section II below. Partner will promote the EO Frintz advertising opportunity to any of its national or regional vendors that would benefit from additional exposure to its customers. Partner will promote the Frintz opportunity to its customers on a consistent basis through the mediums outlined in section G.

E. Definitions

"Advertiser" means any person or entity that purchases ads to be included in the packets of the Partner.



A "Campaign" is a specific number of packets with a specified set of advertisers to be delivered to the customers of the Partner upon customers ordering sets of 20 photos.

A "packet" is an individually customized mailer consisting of an oversized envelope containing 21 photo quality sheets, on which 20 of the customers photos will be printed and attached to ads that can be pulled apart from each photo.

F. Mission Performance

EO will perform all services in a professional and business-like manner and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices.

Phoenix Franchise Brands, LLC. will promote the EO Frintz opportunity to its customers and vendor/advertising partners in a professional and business-like manner and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices.

G. EO & Packet Partner Obligations

EO appoints Partner as a non-exclusive promoter of advertising opportunities to its vendor partners / potential Advertisers. EO Frintz platform shall provide support materials for Partner's use. Partner shall market, advertise, and otherwise promote Packets to Customers and Advertisers. EO will take primary responsibility for securing Advertisers while Partner will take primary responsibility for driving customers to the EO Frintz offer.

Advertisers drive the revenue share opportunity back to the Partner. Partner will introduce any national/regional Advertisers, that it knows want more access to their customers, to EO to close on advertising opportunities. Advertisers will be required to have a minimum monthly spend and be contracted on an annual basis.

Partner agrees to promote Packets from Frintz to its Customers via routine distribution of printed coupons, email notifications, social media posts and via its websites.

Partner will keep records of its relayed activities, which it will share with EO upon request when collaboration/best practices opportunities arise. Partner will receive one complimentary national/one-size-fits-all ad inside each packet delivered to its customers. Partner has the option to use advertising slots in the Packets for their own additional promotions per the rate structure below. Partner shall ensure that any of its employees or representatives who are responsible for the marketing, sales, and technical support of the Packets have proper skill, training and background in how the Frintz program works. EO will always be happy to provide assistance toward this training.

EO will provide Partner with a list of advertisers for approval on an as requested basis. EO will preemptively eliminate any advertisers that are obvious competitors or present a conflict of interest with Partner's business activities. Partner will provide its comments and approval within 5 business days of receipt of said list.

II. Pricing of Additional Partner Ads and Revenue Share Payment

Revenue Share. Partner shall be compensated for promoting the EagleONE Frintz Partner Packet on a commission basis. For each advertising packet ordered by customers that can be tracked back to the Partner, the Partner will be compensated as set forth below.

Any vendor advertising opportunities shall be presented at the rate stated below per packet.



	Quantity	Fee	Total
Cost Per Ad to Advertisers	40	\$0.75	\$30.00
Gross Partner Revenue Share Per Packet	TBD*	\$1.00	TBD

*Program sponsor will work collaboratively with EO to determine packet quantity per month and per annum.

All revenue share payments to Partner shall be sent to:

Name: Kevin Longe
Address: 19500 Victor Parkway Suite 400
Livonia, MI 48152
Phone: 248.798.8029
Email: kevin@phoenixfranchisebrands.com

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives.

Eagle One Insights, LLC.

Phoenix Franchise Brands, LLC.

A handwritten signature in black ink, appearing to read "Michael L. Hutzl, Jr.", written over a horizontal line.

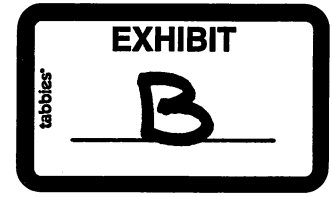
By: Michael L. Hutzl, Jr.
Title: CEO
Date: 05.31.2023

A DocuSigned signature box containing the handwritten name "Kevin Longe" and a unique document ID "C3DFA67362C4400..." below it.

By: Kevin Longe
Title: CEO
Date: 5/31/2023



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STATEMENT OF WORKClient: Phoenix Franchise Brands, LLC.Date: 07.19.2023Program: ICE Customer Experience

This Statement of Work ("SOW") is entered into July 19, 2023, between Phoenix Franchise Brands, LLC. and Eagle One Insights, LLC ("EO"). This SOW constitutes the entire agreement between Client and EO, and supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by mutual agreement of Client and EO.

I. Description of Services**A. Service**

EO shall provide inbound customer experience solutions, including phone and email support.

During the program, Client and EO will work together to establish the best available call forecast annually.

B. Training

(1) EO shall receive training on Client's products/services, and all processes required to support this collaboration. Training and education will be conducted through a variety of methods including written, classroom, and role play techniques. Training support will be provided by Client after the start date on an as needed basis (conference call, emails, etc.).

(2) EO will train personnel to execute call campaigns on behalf of Client. Client shall have the right to virtually participate in that training at its own expense. EO will monitor the performance of each of its call center representatives for quality assurance purposes.

C. Program Design and Development

The cost of program design and development shall be included in EO's fees set forth below in Section II.

D. Deliverables

EO will provide the Client with a daily call reports no later than 2:00 EST the next business day in our standard reporting format. The daily report shall only include the information listed below:

- Total Calls
- Calls Answered
- Abandons
- Abandon Percentage
- Short Abandons (SA)
- Abandon Percentage minus SA
- Total Talk Time
- After Call Work
- Total Handle Time
- Average Speed of Answer (ASA)
- Shared Minutes (If applicable)

*Any other key performance metrics must be requested prior to program start and agreed upon by EO. All report request/changes after program start will be reviewed on a case-by-case basis.



E. Program Performance

EO will perform all services in a professional and business-like manner, in accordance with Client instructions, and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices. EO warrants and represents that its call center representatives will use the conversation guide (script) as developed in conjunction with Client in providing services hereunder. No changes will be made to the scripts without Client consent. EO shall provide Client with feedback on ways to improve the scripts and the overall success of the Mission.

F. Client Obligations

- (1) Client will provide EO with the call center data and any support materials sufficient for EO to perform its services hereunder.
- (2) Client shall be responsible for approving the scripts for the program. EO shall have the right to request that Client make any changes to the scripts which EO reasonably deems necessary or appropriate to comply with applicable laws or to otherwise accurately describe the material terms and conditions relating to the program.

II. Fees and Invoicing

In consideration of the foregoing Client shall pay EO the fees listed below in the section titled "Deposit Due Upon Acceptance". EO shall invoice Client for the IT & Program set-up fee, initial agent training, first month's management fee and initial customer deposit. This will be considered the program deposit and is due prior to live calling. Thereafter, EO will invoice Client on a monthly basis, once live calling begins, through the end of the term, due upon receipt. Upon closeout of the program, EO will audit hours expended against forecasted volume. For any excess in hours expended towards the program, EO will issue a final invoice to Client which will be due upon receipt.

Agent Type	Service Type	Shared/Dedicated	# Of Units	\$ Per Hour/Min.	# Of Hours/Min.	TOTAL
Inbound Agent	Voice		20	\$0.95	1053	\$20,000.00
Inbound Agent	Training	Billed arrears @ 90 days		\$30.00	108	
Door Renew			15			
Spray Foam Genie			5			
Monthly Minimum						
Misc. Items		# Of Months/Hours		\$ Per Month		TOTAL
IT/Program Setup		20 Units		\$250.00		\$5,000.00
Add'l IT Support						
Management Fee (1 Per 50 Units)		1		\$5,000.00		\$5,000.00
CONTRACT VALUE						\$305,000.00
DEPOSIT DUE UPON ACCEPTANCE				\$ per Hour	# Of Hours	TOTAL
IT/Program Setup Fees				\$250.00	20 Units	\$5,000.00
Inbound Agent Training Fee (Billed after 90 days)				\$30.00	108	
Management Fee (First Month)						\$5,000.00
Monthly Minimum				\$0.95	1053	\$20,000.00
TOTAL DEPOSIT						\$30,000.00

*Projected Contract Value is an estimate of charges only. Final contract value will be determined at the end of the Mission using actual hours expended and other fees, where applicable. All invoices are due upon receipt and must be paid via ACH or Corporate Credit Card.

*Fees above will apply to all additional onboarded units of Phoenix Franchise Brands.



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All invoices will include a summary of the period of work along with the number of hours worked on behalf of Client or the monthly minimum; whichever is greater. In the event of a dispute of an invoice, Client agrees to pay the undisputed amount of the invoice and to provide notice to EO within 14 days of invoice receipt that there is a discrepancy. Client reserves the right to terminate this annual agreement with a 30-day written notice 30 days after the 12-month arrangement.

All invoices shall be sent to:

Name: Kevin Longe

Address: 19500 Victor Parkway Suite 400

Livonia, MI 48152

Phone: 248.798.8029

Email: kevin@phoenixfranchisebrands.com

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives.

Eagle One Insights, LLC.

Phoenix Franchise Brands, LLC.

A handwritten signature in black ink, appearing to read "Michael L. Hutzel, Jr.", written over a horizontal line.

By: Michael L. Hutzel, Jr.

Title: CEO

Date: 07.19.2023

A DocuSigned signature box containing a handwritten signature "Kevin Longe" in black ink, with a horizontal line below it. The box also contains the text "DocuSigned by:" and a long alphanumeric string "C3DFA67362C4409...".

By: Kevin Longe

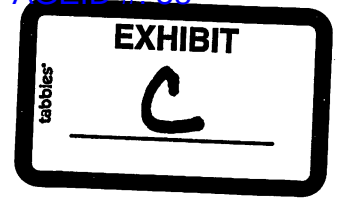
Title: Ceo

Date: 7/19/2023



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STATEMENT OF WORK



Client: Phoenix Franchise Brands, LLC.

Date: 08.08.2023

Program: Customer Experience -Spray Foam Genie

This Statement of Work ("SOW") is entered into August 08, 2023, between Phoenix Franchise Brands, LLC. and Eagle One Insights, LLC ("EO"). This SOW constitutes the entire agreement between Client and EO, and supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by mutual agreement of Client and EO.

I. Description of Services

A. Service

EO shall provide inbound customer experience solutions, including phone and email support. During the program, Client and EO will work together to establish the best available call forecast annually.

B. Training

- (1) EO shall receive training on Client's products/services, and all processes required to support this collaboration. Training and education will be conducted through a variety of methods including written, classroom, and role play techniques. Training support will be provided by Client after the start date on an as needed basis (conference call, emails, etc.).
(2) EO will train personnel to execute call campaigns on behalf of Client. Client shall have the right to virtually participate in that training at its own expense. EO will monitor the performance of each of its call center representatives for quality assurance purposes.

C. Program Design and Development

The cost of program design and development shall be included in EO's fees set forth below in Section II.

D. Deliverables

EO will provide the Client with a daily call reports no later than 2:00 EST the next business day in our standard reporting format. The daily report shall only include the information listed below:

- Total Calls
Calls Answered
Abandons
Abandon Percentage
Short Abandons (SA)
Abandon Percentage minus SA
Total Talk Time
After Call Work
Total Handle Time
Average Speed of Answer (ASA)
Shared Minutes (If applicable)

*Any other key performance metrics must be requested prior to program start and agreed upon by EO. All report request/changes after program start will be reviewed on a case-by-case basis.



E. Program Performance

EO will perform all services in a professional and business-like manner, in accordance with Client instructions, and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices. EO warrants and represents that its call center representatives will use the conversation guide (script) as developed in conjunction with Client in providing services hereunder. No changes will be made to the scripts without Client consent. EO shall provide Client with feedback on ways to improve the scripts and the overall success of the Mission.

F. Client Obligations

- (1) Client will provide EO with the call center data and any support materials sufficient for EO to perform its services hereunder.
- (2) Client shall be responsible for approving the scripts for the program. EO shall have the right to request that Client make any changes to the scripts which EO reasonably deems necessary or appropriate to comply with applicable laws or to otherwise accurately describe the material terms and conditions relating to the program.

II. Fees and Invoicing

In consideration of the foregoing Client shall pay EO the fees listed below in the section titled "Deposit Due Upon Acceptance". EO shall invoice Client for the IT & Program set-up fee, initial agent training, first month's management fee and initial customer deposit. This will be considered the program deposit and is due prior to live calling. Thereafter, EO will invoice Client on a monthly basis, once live calling begins, through the end of the term, due upon receipt. Upon closeout of the program, EO will audit hours expended against forecasted volume. For any excess in hours expended towards the program, EO will issue a final invoice to Client which will be due upon receipt.

Agent Type	Service Type	Shared/Dedicated	# Of Units	\$ Per Hour/Min.	# Of Hours/Min.	TOTAL
Inbound Agent	Voice		8	\$0.95	1053	\$8,000.00
Inbound Agent	Training	Billed arrears @ 90 days		\$30.00	108	
Spray Foam Genie			8			
Monthly Minimum						
Misc. Items						
		# Of Months/Hours		\$ Per Month		TOTAL
IT/Program Setup		8 Units		\$250.00		\$2,000.00
Add'l IT Support						
Management Fee (1 Per 25 Units)		1		\$2,500.00		\$2,500.00
				CONTRACT VALUE		\$128,000.00
DEPOSIT DUE UPON ACCEPTANCE						
				\$ per Hour	# Of Hours	TOTAL
IT/Program Setup Fees				\$250.00	8 Units	\$2,000.00
Inbound Agent Training Fee (Billed after 90 days)				\$30.00	108	
Management Fee (First Month)						\$2,500.00
Monthly Minimum				\$0.95	1053	\$8,000.00
				TOTAL DEPOSIT		\$12,500.00

*Projected Contract Value is an estimate of charges only. Final contract value will be determined at the end of the Mission using actual hours expended and other fees, where applicable. All invoices are due upon receipt and must be paid via ACH or Corporate Credit Card.



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*Fees above will apply to all additional onboarded units of Phoenix Franchise Brands. All new/open units will always begin on a Monday and will be paid for by corporate in advance.

All invoices will include a summary of the period of work along with the number of hours worked on behalf of Client or the monthly minimum; whichever is greater. In the event of a dispute of an invoice, Client agrees to pay the undisputed amount of the invoice and to provide notice to EO within 14 days of invoice receipt that there is a discrepancy. Client reserves the right to terminate this annual agreement with a 30-day written notice 30 days after the 12-month arrangement.

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Email: kevin@phoenixfranchisebrands.com

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Eagle One Insights, LLC.

Phoenix Franchise Brands, LLC.



DocuSigned by:


By: Michael L. Hutzel, Jr.

By: Kevin Longe

Title: CEO

Title: Ceo

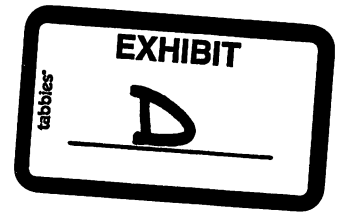
Date: 08.08.2023

Date: 8/9/2023



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STATEMENT OF WORK



Client: Phoenix Franchise Brands, LLC.

Date: 08.08.2023

Program: Customer Experience – Door Renew

This Statement of Work ("SOW") is entered into August 8, 2023, between Phoenix Franchise Brands, LLC. and Eagle One Insights, LLC ("EO"). This SOW constitutes the entire agreement between Client and EO, and supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by mutual agreement of Client and EO.

I. Description of Services

A. Service

EO shall provide inbound customer experience solutions, including phone and email support. During the program, Client and EO will work together to establish the best available call forecast annually.

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- Total Talk Time
- After Call Work
- Total Handle Time
- Average Speed of Answer (ASA)
- Shared Minutes (If applicable)

*Any other key performance metrics must be requested prior to program start and agreed upon by EO. All report request/changes after program start will be reviewed on a case-by-case basis.



E. Program Performance

EO will perform all services in a professional and business-like manner, in accordance with Client instructions, and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices. EO warrants and represents that its call center representatives will use the conversation guide (script) as developed in conjunction with Client in providing services hereunder. No changes will be made to the scripts without Client consent. EO shall provide Client with feedback on ways to improve the scripts and the overall success of the Mission.

F. Client Obligations

- (1) Client will provide EO with the call center data and any support materials sufficient for EO to perform its services hereunder.
- (2) Client shall be responsible for approving the scripts for the program. EO shall have the right to request that Client make any changes to the scripts which EO reasonably deems necessary or appropriate to comply with applicable laws or to otherwise accurately describe the material terms and conditions relating to the program.

II. Fees and Invoicing

In consideration of the foregoing Client shall pay EO the fees listed below in the section titled "Deposit Due Upon Acceptance". EO shall invoice Client for the IT & Program set-up fee, initial agent training, first month's management fee and initial customer deposit. This will be considered the program deposit and is due prior to live calling. Thereafter, EO will invoice Client on a monthly basis, once live calling begins, through the end of the term, due upon receipt. Upon closeout of the program, EO will audit hours expended against forecasted volume. For any excess in hours expended towards the program, EO will issue a final invoice to Client which will be due upon receipt.

Agent Type	Service Type	Shared/Dedicated	# Of Units	\$ Per Hour/Min.	# Of Hours/Min.	TOTAL
Inbound Agent	Voice		14	\$0.95	1053	\$14,000.00
Inbound Agent	Training			\$30.00	55	\$1,650.00
Door Renew			14			
Monthly Minimum						
Misc. Items	# Of Months/Hours		\$ Per Month		TOTAL	
IT/Program Setup	14 Units		\$250.00		\$3,500.00	
Add'l IT Support						
Management Fee (1 Per 25 Units)	1		\$2,500.00		\$2,500.00	
					CONTRACT VALUE	\$200,650.00
DEPOSIT DUE UPON ACCEPTANCE				\$ per Hour	# Of Hours	TOTAL
IT/Program Setup Fees				\$250.00	14 Units	\$3,500.00
Inbound Agent Training Fee (Billed after 90 days)				\$30.00	55	\$1,650.00
Management Fee (First Month)						Paid
Monthly Minimum				\$0.95	1053	\$14,000.00
					TOTAL DEPOSIT	\$19,150.00

*Projected Contract Value is an estimate of charges only. Final contract value will be determined at the end of the Mission using actual hours expended and other fees, where applicable. All invoices are due upon receipt and must be paid via ACH or Corporate Credit Card.



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*Fees above will apply to all additional onboarded units of Phoenix Franchise Brands. All new/open units will always begin on a Monday and will be paid by corporate in advance.

All invoices will include a summary of the period of work along with the number of hours worked on behalf of Client or the monthly minimum; whichever is greater. In the event of a dispute of an invoice, Client agrees to pay the undisputed amount of the invoice and to provide notice to EO within 14 days of invoice receipt that there is a discrepancy. Client reserves the right to terminate this annual agreement with a 30-day written notice 30 days after the 12-month arrangement.

All invoices shall be sent to:

Name: Kevin Longe

Address: 19500 Victor Parkway Suite 400

Livonia, MI 48152

Phone: 248.798.8029

Email: kevin@phoenixfranchisebrands.com

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives.

Eagle One Insights, LLC.

Phoenix Franchise Brands, LLC.

DocuSigned by:

C3DEA67362C4400...

By: Michael L. Hutzel, Jr.

By: Kevin Longe

Title: CEO

Title: Ceo

Date: 08.08.2023

Date: 8/9/2023



From: Kevin Longe <kevin@phoenixfranchisebrands.com>
Sent: Thursday, November 2, 2023 10:40 PM
To: Mike Hutzel <Mike.Hutzel@eagle1group.com>
Subject: Re: a few items

Hi Mike,

I appreciate you looking into this for us and putting something together so quickly.

Yes, let's move ahead with the below plan. I agree the price increase for SFG is fair given the circumstances and your willingness to help us out.

Thank you again, I'm looking forward to next week. Have a good evening.

Kevin Longe
Phoenix Franchise Brands
248-798-8029
kevin@phoenixfranchisebrands.com

On Thu, Nov 2, 2023 at 12:59 PM Mike Hutzel <Mike.Hutzel@eagle1group.com> wrote:

Kevin,

I spoke with our board about your business need to pause the campaign with Door Renew. We have agreed that since your situation is as you described, that was in the best interest of our larger relationship that we simply pause the campaign and the associated SOW, to be resumed at a date to be determined in the near future. I will have Steve Terrell reach out to Scott to make the transition quickly and painlessly until it's time to revisit it. We have time as your next billing cycle wasn't until 11.13, so it should be easy and seamless to facilitate.

As a concession on your behalf, we need to revisit the pricing model for the remaining single brand we have now, Spray Foam Genie. Our normal monthly minimum rate is \$1,500.00 per location. Our original agreements were signed with the information at the time which was all brands were being graduated over to EagleONE (which we've discussed). So, we offered a portfolio discount of \$1,000.00 per location under that assumption.

We would like to meet in the middle on the pricing per unit at \$1,250.00 per unit per month. This would still allow for you to continue profit on each unit (\$750.00 per unit) and would allow us to get closer to our normal pricing and margins for a single brand. We don't like price changes for our clients, but given this most recent change to our relationship, we feel it's both fair and prudent.

We would like to implement both changes. We would gladly revisit the entirety of the relationship in 90 days (or less) as Fetch and Furry Land graduate over in the partnership. It should be very easy to move back to the \$1,000.00 price once the Furry Land program is a go for transition.

I hope this demonstrates our continued commitment to the partnership and is an acceptable approach for both of us.

Please let me know if more discussion is warranted, happy to discuss.

Thanks,

M

From: Kevin Longe <kevin@phoenixfranchisebrands.com>
Sent: Thursday, November 2, 2023 1:11 PM
To: Mike Hutzel <Mike.Hutzel@eagle1group.com>
Subject: Re: a few items

Hi Mike,

Furry Land I think once we agree on what the cost would be, it should be a similar timeline to how we did SFG.

Agree on Fetch, I'm sure we can figure out a solution. I would recommend that we start on Furry Land, and additionally, I'll get some more info on Medspa. I think we can do Medspa relatively quick as well.

Thanks Mike,

Kevin Longe

Phoenix Franchise Brands

248-798-8029

kevin@phoenixfranchisebrands.com

On Thu, Nov 2, 2023 at 10:03 AM Mike Hutzel <Mike.Hutzel@eagle1group.com> wrote:

Thanks for the intel, Kevin, bery helpful.

Last questions before my meeting – can you give me a realistic (rough) timeline as to when you think we could start the move with Furry Land?

And we should make time to discuss your thoughts on Fetch – I’m sure we can get creative together.

From: Kevin Longe <kevin@phoenixfranchisebrands.com>

Sent: Thursday, November 2, 2023 9:13 AM

To: Mike Hutzel <Mike.Hutzel@eagle1group.com>

Subject: Re: a few items

Hi Mike,

Thank you for the notes and questions. I've answered your questions in blue below.

Please let me know anything else you need. Thank you again.

Kevin Longe

Phoenix Franchise Brands

248-798-8029

kevin@phoenixfranchisebrands.com

On Thu, Nov 2, 2023 at 6:30 AM Mike Hutzel <Mike.Hutzel@eagle1group.com> wrote:

Kevin,

I meet with the board this afternoon, so should be able to get to you by EOD.

I have a few more questions and comments in RED below, I'd appreciate the additional insight on the questions.

Thanks,

M

From: Kevin Longe <kevin@phoenixfranchisebrands.com>

Sent: Wednesday, November 1, 2023 4:02 PM

To: Mike Hutzel <Mike.Hutzel@eagle1group.com>

Subject: Re: a few items

Hi Mike,

Thanks for the note, and for working with us on this. I know the magnitude of being long term partners will be greatly successful, and I appreciate your willingness to work with us on this. I also understand that we need to hold up our end of the deal and ensure your team enjoys profitable growth as well.

I broke out your original questions below with some more information. Please let me know any questions and anything else you need.

Thanks Mike.

Q&A:

I've attached some documents on calls for Fetch and Furry Land, as well as a brief schematic below for October numbers.

1. Fetch 10/1 - 10/31 5% of Gross Revenue per location is what we collect from franchisees:

Outbound - 2612

Inbound - 2472

Total - 5084

Scheduling appointments and following up with text messaging as well.

Q: With this brand, if you look at a historical collection of revenues over the last 12 months, are you collecting enough to cover the whole group plus profit at the previously agreed upon \$1k monthly minimum from us? It's going to vary by location. On average, the longer opened locations shouldn't have a problem. Locations opened within the last 6-9 months will take a bit more ramp up time. With these being traditional territories vs DMAs like the other 3 brands. Would there be a scenario where we "pool" the locations together? For example, Metro Detroit has 4 locations in Fetch, in the other 3 brands that would be 1 location.

2. Furryland 10/1 - 10/31 \$2,000/mo flat is what we collect from franchisees with Furry Land.

Outbound - 8318

Inbound - 10072

Total - 18390

Scheduling appointments and following up with text messaging as well.

Q: Would this be a more straightforward move since you know your costs are covered and your profit margin is there? Should we look at this brand next because we already know you're in the black? I would agree we look at moving this first. 55 open locations today, with 20 more to open the next 3-4 months. We do use a portion of that \$2,000 for other marketing initiatives, but this would be my recommendation for the next brand to move. Medspa would move to Eagle One as well. I believe there are 25-30 locations, I will confirm how many currently open.

3. Frintz Printing

The first step would be to roll out the program with all franchisees. SFG is aware and excited about it, we presented it on our Franchise Advisory Council last week. To do this effectively with all 4, we are working on scheduling Town Halls with each brand this month. Would that be something you and/or Aaron would want to join to go through a quick presentation on Frintz so we can roll out the red carpet for our Zees? Absolutely. I would be glad to help them understand the entirety of the benefits of the program. Are we trying to get them to pay for the first round of printing, or is this still going to be corporate and then the Zees? Also, I need to know in advance what rev share you are giving them, we can build economics into the discussion. Yes, going to try to have them pay the first round of printing. I'm thinking \$0.05/per \$1 we generate. Possibly \$0.10.

I do believe we will get tremendous buy-in. Once we have that, we'll have a better idea of how many prints we'll need to order. Remember, it's best to always order in volumes. We can adjust up or down after the first 6 months, but we should always look at bulk print jobs for savings. Yep, makes sense

In addition, each location that opens with all 4 brands begins their opening with a starter kit. In this starter kit, we provide the graphics for a rack card, door hanger, business cards, standing/retractable banner for home shows, presentation/sales folder or packet, yard signs, leave behind card (will be Frintz moving forward), fridge magnet, and occasionally car magnets. Does Frintz have the ability to print any or all of these items? Right now we use VistaPrint, and I prefer to give the business to you guys if we can make something work. Each location is ordering between 500-1000 of these packets when they start, and then multiple times over the year. If it's something you guys could do, just let me know and I can get more accurate numbers.

4. Call Center

I agree 100% on the "pause" that's really all we want it to be. We want to get back to Eagle One as quickly as possible. Fall/Winter is historically our slow season, mostly cold climates. That's why I added the furniture piece and some other services to boost revenue. Adding the pet side, as well as, the new

brands will be beneficial for all parties. It would go a long way toward demonstrating goodwill in the partnership if we could agree to plan moving forward and do our best to stick to it. We know business requires adjustments, but I would like us to be as sure as possible about the approach before we execute SOWs so I can avoid conversations like I have to have today. I'm aligned with you here. I know you have to have difficult conversations today, which was a result of us being too aggressive in our projections. Looking forward to aligning on a path forward.

In addition, Greg and I were chatting and we are going to have some conversations with some other companies that we know that use call centers and make an introduction to. This means more revenue for everyone, you guys included. We will need to include Aaron, but we believe in everything being mutually beneficial, so if we are better because of your introductions, you should be too. That sounds great, once we get our piece settled, I'll start working on intros for this piece too.

5. Big Picture Frintz

Would love to jump on a call to discuss some strategic ideas with a bigger picture with Frintz with Greg and I's combined networks. I would also love to have Aaron as a part of that conversation too so we can all work together on what makes the most sense.

From my end, I can bring manufacturing type clients small and large. I used to work with several companies like J&J, Mary Kay, Lysol/RB, Pepsi, and other smaller companies with their packaging & I did some consulting for some other companies. For the bigger companies I don't want to lead on, as some of my contacts may no longer be there, but I do know folks who I can get us in front of. On a B2B side, between Chris Ryan and I, we would have several medium and large sized clients we can bring there. From a franchising perspective, I have a smaller network than Greg, but can still tap on those individuals and bring them in. I also have some relationships at Neighborly amongst their 30 brands

On Greg's side, he can bring Princeton Equity and their 17 brands, Authority Brands (franchisor), Fastlane (FSO), BrandOne (FSO) Regis Corporation (Supercuts, Borics, Regis salons and about 12 other hair care brands), Driven Brands (franchisor), Great Clips (President is a close friend of his), Lightbridge Academy, Tutor Time. He also has relationships at the IFA that we can tap into that can lead us to some of the larger Fast Food chains too. There's a few others that we'll be able to bring too through him.

Also, Russell Lewis, Founder of Rhino Linings, is our partner at Phoenix. He has about 30-40 different businesses in many different industries outside of Rhino that we can bring to the table. I spoke with him

recently about Frintz, and he is very interested to learn more. Rhino Linings is obviously chemical manufacturing, however, he is invested in the technology, franchising space (outside of Phoenix), automotive, home service, amongst others. He also has a large network in the Middle East and Australia that we can tap into as well.

The Frintz channel alone is worth hundreds of millions of dollars, probably more. There is plenty of avenues we can explore and revenue for everyone. Everything we are doing in the partnership with the call center and with your Frintz program solidifies our position on partnering here too. Again, it would go a long way if we could have an accord on the call center transition and your Frintz program getting up and running. **Agree 100%.**

In regards to the IFA, I did check about a speaking opportunity this year in 2024, and unfortunately it is closed. Greg is calling around to see if we can pull something off on the side and get in, and I'll keep you posted there. **I'd love to think we could show them Frintz and demonstrate why they need to work us into the agenda. It's still several months out, I have to think there is wiggle room. Agreed, let me work on getting something setup.**

And again, I want to be sure we keep Aaron involved in these discussions too. **I appreciate your position here. I've been at this 33 years now and I have to tell you that being a man of my word and putting people first has always served us well. Being fiercely loyal to those who we allow into our family and our professional allies and clients is simply who we are. And even though it's cost us \$\$ over the years, you'll never meet anyone, personally or professionally that will say otherwise about us. We take pride in that. I believe that to be true, I believe you and I are very similar in this regard. At the end of the day, all we have is our word. I like to build new relationships based on a foundation of integrity and trust. An old football coach that was a mentor for me showed me the way in how to lead and how to win as a team. I'm confident you will see that as our partnership grows over the years. I'm a firm believer in surrounding myself with good people, the money always follows even if its down the road. One of the many reasons I greatly value our relationship and partnership.**

Kevin Longe

Phoenix Franchise Brands

248-798-8029

kevin@phoenixfranchisebrands.com

On Wed, Nov 1, 2023 at 9:58 AM Mike Hutzel <Mike.Hutzel@eagle1group.com> wrote:

Kevin,

So I can properly demonstrate the macro view of our relationship, can you provide the following:

1. Call reports on Fetch and an idea of current associated costs to support it.
2. Call reports on Furry Land and an idea of current associated costs to support it.
3. Necessary steps needed to consummate the Frintz coupon print job and rough idea as to timing. (on this one we need to reserve paper and printing capacity with our partners so have to give them an estimate).

As I mentioned on the call, I am going to use the phrase “pause” with DR as we’ve agreed that’s what it is for the time being. I’d like to think we can prove together that sending us all the brands and call volume is doable and establish a timeline together that is prudent for you at corporate and a great experience for the franchisees.

On the Frintz front, I need to have a better understanding of your connections, Greg’s connections, and just how much effort your team really wants to apply to a partnership. I really want to make sure we think it all the way through so once we start, we not only have an accord, but we are only making minor adjustments based on success versus us not vetting it thoroughly and having to turn back in some capacity. This train is moving 100 miles an hour, so we need to have a firm foundation together.

I will be in touch in the next day or so on the DR approach and how best to resolve it quickly.

Thanks,

M

Mike Hutzel

Co-Founder, CEO



Engage. Evolve. Elevate.

www.eagle1group.com

Mike.Hutzel@eagle1group.com

<https://calendly.com/mike-hutzel>

M: 513.847.0410

C: 513.505.6693



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From: Kevin Longe <kevin@phoenixfranchisebrands.com>
Date: November 11, 2023 at 12:35:12 EST
To: Mike Hutzel <Mike.Hutzel@eagle1group.com>
Cc: Aaron Bakken <aaron.bakken@sprayfoamgenie.com>
Subject: Re: Door Renew Call Center

Hi Mike,

Confirming that we would like to move ahead with the plan you outlined below.

I am very appreciative of the support, flexibility, and understanding.

I am working on a few of the follow ups with the other projects over the weekend as well.

Thank you again Mike and Aaron. I know I keep saying this, but this is a great partnership with an amazing future ahead!

Have a great weekend, Go Buckeyes,

Kevin Longe
Phoenix Franchise Brands
248-798-8029
kevin@phoenixfranchisebrands.com

On Fri, Nov 10, 2023 at 3:28 PM Kevin Longe <kevin@phoenixfranchisebrands.com> wrote:
Hi Mike,

Thank you for the update, and the proposal. I think this is a very fair offer, and we should be able to make this work.

I'll get a confirmed answer to you asap. Thank you again to you and your team for helping us on this. It certainly shows the partnership we have, furthermore, very excited to put this hiccup behind us in 90 days and continuing forward with all of our large growth initiatives.

Thank you, and have a good weekend.

Kevin Longe
Phoenix Franchise Brands
248-798-8029
kevin@phoenixfranchisebrands.com

On Fri, Nov 10, 2023 at 2:56 PM Mike Hutzel <Mike.Hutzel@eagle1group.com> wrote:

Kevin,

I spoke with my team at length.

In the interest of partnership, and as an appreciation for your guys just leveling with us as partners we are able to make the following accommodations for Door Renew:

1. We will reduce the monthly minimum costs 50% to \$500.00 per unit per month.
2. We will leave the pricing in place for the next 90 days – through the end of January – and revisit the situation based on your new sales approach.
3. We will go into the discussion at the end of 90 days with the idea that new marketing program may take longer than expected, but we would ask that you share your growth and changes with us along the way so there aren't any surprises when we get to the end of January.
4. We will make this change effective immediately (as of today) so any new billing cycles will recognize the 50% cost reduction.
5. We will maintain a "business as usual" approach with the franchisees and all reporting and quality of service will remain exactly the same.

I hope this demonstrates our continued willingness to work together and our appreciation of the candor which we experienced together in our time in AL.

Please confirm your thoughts on this.

Have a great weekend!

Thanks,

M

From: Kevin Longe <kevin@phoenixfranchisebrands.com>
Sent: Friday, November 10, 2023 9:02 AM
To: Mike Hutzel <Mike.Hutzel@eagle1group.com>; Aaron Bakken
<aaron.bakken@sprayfoamgenie.com>
Subject: Door Renew Call Center

Hi Mike and Aaron,

Thank you for sending these initiatives via email this morning. I think it's very beneficial to break them up in separate threads to keep things on track.

One other question I had was with the DR call center. Is there anything we can do to keep this with you for a few months, and revisit pricing once we get a little more cash positive with our new sales initiatives we've just launched?

Thanks again for making the trip down guys, I can't tell you how excited I am about our partnership, and the future we all have together!

Have a great weekend,

Kevin Longe

Phoenix Franchise Brands

248-798-8029

kevin@phoenixfranchisebrands.com