

Gustavo Kinrys
4 Goose Cove Way
Nantucket, MA 02554
Gk21atlaw@gmail.com
Plaintiff is self-represented

Filed 8/16/2023

Commonwealth of Massachusetts

NANTUCKET, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

Gustavo Kinrys,

PLAINTIFF

v.

No World Borders, Inc., and Michael F. Arrigo,

DEFENDANT

**SUPERIOR COURT CIVIL ACTION
NO.:2375CV00032**

DEMAND FOR JURY TRIAL

COMPLAINT

The Plaintiff, Gustavo Kinrys, brings this legal complaint against the Defendants, No World Borders and Michael Arrigo, alleging breach of contract and violation of Massachusetts Consumer Law (Chapter 93A) in connection with a consumer service agreement.

I. NATURE OF THE ACTION

1. This is an action for breach of contract, breach of implied covenant of good faith and fair dealing, violation of Massachusetts Consumer Protection Law, M.G.L. c. 93A, and negligence arising out of a consulting agreement between Plaintiff and Defendants.
2. Plaintiff entered into a written consulting agreement with Defendants to provide specialized healthcare consulting and litigation support services. Defendants failed to provide the agreed upon services and deliverables despite having been paid substantial sums under the agreement.
3. As a result of Defendants' breaches and unlawful conduct, Plaintiff has suffered significant damages. Plaintiff now brings this action to recover damages arising from Defendants' conduct.

II. THE PARTIES

4. Plaintiff is an individual residing in Nantucket, Massachusetts.
5. Defendant, No World Borders is a healthcare consulting and expert witness company and maintains a place of business at Ten Post Office Square, 8th Floor, Boston, MA 02109.
6. Defendant, Michael Arrigo is an individual and the Managing Partner of No World Borders, Inc. and maintains a place of business at 620 Newport Center Drive, Suite 1100, Newport Beach, CA 92660. Mr. Arrigo personally participated in the conduct at issue.

III. JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter pursuant to Massachusetts General Laws, (M.G.L.) c. 212, § 4, which grants jurisdiction to the Nantucket Superior Court for civil actions involving breach of contract and violations of Massachusetts General Laws over \$50,000.

8. Venue is proper in Nantucket County pursuant to M.G.L. c. 223 § 1, as Plaintiff resides in Nantucket County, Massachusetts.

IV. STATEMENT OF FACTS

9. On or around January 7, 2022, the Plaintiff and Defendants No World Borders and Michael Arrigo entered into a consumer service agreement (the "Agreement", Exhibit A) for healthcare consulting and expert witness services with a retainer of \$15,000.
10. Pursuant to the Agreement, Defendants No World Borders and Michael Arrigo were responsible for providing healthcare consulting and expert witness services as deliverables or services agreed upon, including the provision of a comprehensive report. However, Defendant No World Borders failed to fulfill its contractual obligations as specified in the Agreement. Specifically, Defendant No World Borders and Michael F. Arrigo:
 - a) Failed to provide the agreed-upon deliverables, including any report or analysis.
 - b) Failed to deliver the comprehensive report within the agreed-upon timeframe.
11. The Plaintiff engaged Defendant No World Borders to provide consulting services exclusively to the Plaintiff. However, without authorization or knowledge, Defendant No World Borders provided these services to Jay W. Carney, Jr. & Associates, and refused to share or discuss these services, or provide any deliverables thus breaching the terms of the Agreement.
12. The Plaintiff, upon discovering the unauthorized provision of services to Jay W. Carney, Jr. & Associates, terminated their engagement with Jay W. Carney, Jr. & Associates, and the company on September 2022.

13. The services provided by Defendant No World Borders and Michael F. Arrigo to Jay W. Carney, Jr. & Associates, against the Plaintiff's instructions and without the Plaintiff's knowledge, were of no value to the Plaintiff and did not align with the services agreed upon in the Agreement. The Plaintiff has suffered significant damages as a result of Defendants' No World Borders and Michael Arrigo breach of contract and violation of Massachusetts Consumer Law (Chapter 93A).
14. As a direct and proximate result of Defendants' breach of contract and violation of Massachusetts Consumer Law (Chapter 93A), the Plaintiff has suffered damages, including but not limited to:
 - a) The cost of hiring a replacement consultant.
 - b) Loss of productivity.
 - c) Financial losses due to the non-delivery of the agreed-upon deliverables.
 - d) Opportunity costs incurred as a result of the delay and non-delivery of the report.
 - e) Damage to the Plaintiff's reputation.
 - f) Emotional distress, pain and suffering.
15. Plaintiff entered into the Agreement during a period of personal difficulty and emotional vulnerability, as Defendants were aware.
16. Plaintiff made Defendants aware that the consulting services were time-sensitive and critical for Plaintiff's financial and emotional well-being.
17. Defendants were aware that failure to competently provide the promised services could result in severe emotional distress to Plaintiff.
18. Defendants carelessly and negligently failed to provide the promised services despite this knowledge.

19. Defendants' negligence in breaching the Agreement caused Plaintiff severe emotional distress, including anxiety, sleeplessness, panic attacks, and depressive thoughts.
20. Plaintiff's severe emotional distress was a foreseeable result of Defendants' negligence.
21. The Plaintiff made numerous attempts to resolve the matter amicably by communicating with Defendant No World Borders and Michael Arrigo and requesting compliance with the terms of the Agreement. Pursuant to M.G.L. chapter 93A, on April 24, 2023, Plaintiff sent a demand letter (Exhibit B) requesting Defendants to cure the issues at hand. However, Defendant No World Borders and Michael Arrigo have disregarded these requests.

V. STATEMENT OF CLAIMS

COUNT I: BREACH OF CONTRACT

22. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-21 as if fully set forth herein.
23. Plaintiff and Defendants entered into a valid and enforceable Agreement, whereby Defendants agreed to provide specialized consulting services and work product to Plaintiff in exchange for substantial compensation.
24. Plaintiff performed his obligations under the Agreement, including payment of the initial retainer to Defendants.
25. Defendants materially breached the Agreement by failing to provide the required services, analysis, report and deliverables without justification.
26. The failure of Defendant No World Borders and Michael F Arrigo to fulfill its contractual obligations as specified in the Agreement constitutes a material breach of contract.
27. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered damages, including loss of substantial fees paid, loss of opportunity, and loss of productivity.

28. The Plaintiff seeks compensatory damages, as well as any other relief deemed just and appropriate by the Court.

COUNT II: VIOLATION OF MASSACHUSETTS CONSUMER LAW (CHAPTER 93A)

29. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-25 as if fully set forth herein.

30. Defendants' conduct as described above, including their misrepresentations regarding services, failure to provide promised services and work product, and retention of substantial fees without providing services, constitutes unfair and deceptive trade practices under M.G.L. c. 93A.

31. Defendants' unfair and deceptive acts occurred primarily and substantially in Massachusetts.

32. As a direct and proximate result of Defendants' unfair and deceptive practices, Plaintiff has suffered a loss of money and property, including the initial retainer fee.

33. Pursuant to M.G.L. c. 93A, Plaintiff is entitled to recover double or treble damages, attorneys' fees and costs.

34. The Plaintiff seeks statutory damages, treble damages, attorney's fees, costs, and any other relief as permitted under Massachusetts Consumer Law (Chapter 93A).

COUNT III: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

35. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-34 as if fully set forth herein.

36. There exists an implied covenant of good faith and fair dealing between the parties in the performance of their obligations under the Agreement.

37. Defendants unfairly interfered with Plaintiff's right to receive the benefits of the Agreement by failing to provide promised services and work product without reasonable justification.

38. Defendants' conduct demonstrated bad faith and unfair lack of diligence as to their obligations under the Agreement.

39. As a direct and proximate result, Plaintiff has suffered monetary damages.

COUNT III - NEGLIGENCE

40. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-33 as if fully set forth herein.

41. Defendants owed Plaintiff a duty of care to competently provide the consulting services consistent with industry standards for professionals providing such services.

42. Defendants breached this duty of care by failing to exercise reasonable care and failing to provide the services and work product promised under the Agreement.

43. Defendants' negligence proximately caused Plaintiff to suffer monetary damages.

COUNT IV: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

44. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-37 as if fully set forth herein.

45. Defendants owed Plaintiff a duty of care, which they breached through their negligence in failing to provide services under the Agreement.

46. A reasonable person would have suffered emotional distress under the circumstances of Defendants' conduct.

47. Defendants should have realized their conduct involved an unreasonable risk of causing emotional distress.
48. Plaintiff suffered severe emotional distress as a result of Defendants' negligence.
49. Defendants' negligence proximately caused Plaintiff's emotional distress.
50. As a direct and proximate result of Defendants' negligent infliction of emotional distress, Plaintiff has suffered damages, including emotional anguish, inconvenience, and loss of enjoyment of life.
51. Plaintiff is entitled to compensatory damages, costs, and any other relief deemed proper for Defendant's negligent infliction of emotional distress.

COUNT V - FRAUDULENT INDUCEMENT

52. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-45 as if fully set forth herein.
53. At the time the parties entered into the Agreement, Defendants represented to Plaintiff that they were willing and able to competently provide the specialized healthcare consulting services required under the Agreement.
54. Defendants' representations that they were willing and able to provide the services were false.
55. Defendants knew or should have known these representations were false, as Defendants were already too busy with other matters to devote time to Plaintiff's project.
56. Defendants made the misrepresentations regarding their willingness and availability to induce Plaintiff to enter into the Agreement.
57. Plaintiff reasonably relied on Defendants' misrepresentations in deciding to enter into the Agreement and pay substantial fees to Defendants.

58. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiff has suffered monetary damages, including loss of fees paid to Defendants and loss of opportunity.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a) Actual, compensatory, and consequential damages in excess of One Million Dollars (\$1,000,000);
- b) Award compensatory damages to the Plaintiff in an amount to be determined at trial.
- c) Award statutory damages, treble damages, attorney's fees, and costs as permitted under Massachusetts Consumer Law (Chapter 93A).
- d) Plaintiff seeks an injunction ordering Defendant to from further harassment, arguing that without such injunctive relief it will suffer irreparable harm, the balance of equities favors Plaintiff, and the public interest would be served.
- e) Costs, interest, and reasonable attorney's fees; and
- f) Such other and further relief as the Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

The Plaintiff demands a trial by jury on all issues so triable.

I, Gustavo Kinrys, the Plaintiff in the above-captioned action, hereby verify under the pains and penalties of perjury that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

Dated: 08/15/2023

Respectfully submitted.

/s/ Gustavo Kinrys

Plaintiff's signature
Self-represented

Name: Gustavo Kinrys
Address: 4 Goose Cove Way
Nantucket, MA 02554
Telephone No.: 617-953-8282

EXHIBIT A

Expert Witness Retention Agreement

1. **Parties.** This contract is made between Michael F. Arrigo and No World Borders, Inc. (Collectively, "Expert") and **GUSTAVO KINRYS** ("Client") regarding the legal matter of **UNITED STATES v. GUSTAVO KINRYS, No. 20-cr-10307-DPW (D. Mass)**
2. **Retention and Scope of Work.**
 - a. The parties agree that Expert will only become retained by Client once this contract has been mutually executed and Client has paid the initial retention retainer specified in paragraph 4.b. Expert has no duties to Client until such time.
 - b. Client shall not represent to the Court or opposing counsel that Expert has been retained and shall not use Expert's name or credentials for any other purpose with respect to the Court or opposing counsel until conditions of paragraph 2 (a) have been met.
 - c. **Scope of Work.** Client is requesting an opinion, assistance in preparing for depositions, trial, expert testimony, and related assistance in the following area(s): **THE GOVERNMENT HAS ALLEGED A LOSS AMOUNT OF \$3.7 MILLION. WE WOULD LIKE MR. ARRIGO TO REVIEW THE GOVERNMENT'S DETERMINATION OF LOSS AMOUNT AND DETERMINE ANY OFFSET THAT WOULD DECREASE THE LOSS AMOUNT AT SENTENCING**
3. **Expert's Fees, Expenses and Costs.**
 - a. **Fees.** The parties agree that the fee for the time Expert spends on the case will be compensated at a rate of:
 - i. **\$650 per hour** and varying lesser amounts per hour for lower level staff for records review, administrative and paralegal work. It is agreed that this specifically includes (but is not limited to) research, conferences, consultations with Client, reviewing documents, organizing documents, analysis, testing, responding to discovery requests, report writing, investigating, reading and signing deposition transcripts, waiting time, preparing exhibits, preparing demonstrative aids, and preparation time (for testifying at deposition, trial, hearing, arbitration or other venues).
 - ii. **\$950 per hour for appearance at trial and depositions, minimum of two (2) hours.** It is agreed that this specifically includes (but is not limited to) waiting

time, and “off the record time” at depositions and trial while on site at the designated location.

iii. Expert’s time will be tracked and invoiced to the nearest quarter of an hour.

b. **Travel time and expenses.** In lieu of the above hourly rate, duties that reasonably require portal-to-portal travel will be compensated at a rate of **\$350 per hour portal to portal from a designated headquarters or regional office to be agreed upon between the parties** for trial appearances, and **trial appearances or other hearing appearances will be portal from an office to be determined the time of scheduling.**

A listing of our offices may be found at <http://www.noworldborders.com/contact/>. Client will be responsible for all reasonable out of pocket expenses and costs including, but not limited to travel, testing, research, copying, storage of evidence or documents, etc. All airline flights taken by Expert shall be direct, non-stop, coach class where possible and all flights taken by Expert longer than 3.5 hours may be by business class, or first class if business class is unavailable.

c. **Costs.** Document processing, duplication, data collection, data acquisition, chart review and analysis and other costs will be discussed with Client and Expert will secure Client approval before costs are incurred.

4. **Payment Terms.**

a. The retention of Expert shall commence with payment of a minimum retainer fee of **\$15,000**. Should the legal matter for which Expert is being retained fail to move forward for any reason, or if Client or any court wishes to terminate Expert’s involvement with the legal matter, a minimum of **60% shall be deemed non-refundable and is earned upon receipt as an expert designation fee.** Additionally, expert shall have earned all hours incurred against the retainer to the point when Expert is notified that their services are no longer needed. Should the retainer drop below \$1,000, you agree to replenish it to \$11,500. Expert’s efforts on your matter may cease if retainer is exhausted.

b. Payments shall be made via **wire, ACH, overnight check, or credit card.** If by credit card Client shall notify Expert’s office which will then issue electronic payment request. If by check, Although the legal matter may be served via one of our regional

offices, checks shall only be sent via FedEx, UPS overnight delivery service with tracking number to our headquarters office

No World Borders, Inc.
620 Newport Center Drive
Suite 1100
Newport Beach CA 92660

- i. A tracking number for overnight carrier shall be emailed to jcarson@noworldborders.com for tracking purposes. Please do not send paper checks via regular mail.

- c. Expert agrees to invoice client no less frequently than monthly.
- d. All invoices will be paid within 15 days. Client, by entering into this Agreement acknowledges and understands that timely payment causes Expert to avoid stopping work on the case which may result in delays and review of prior work or re-familiarization with the facts.
- e. Overdue invoices will accrue interest at a rate of 1.5% per month.
- f. Fees for any time Expert is asked to reserve for testifying (at trial, hearing, deposition, arbitration or other venue) and preparation for testimony must be **paid before the start of any testimony and there will be no exceptions unless agreed to in writing.** If opposing counsel is paying deposition or other fees, Client shall notify opposing counsel well in advance of these terms as well as those in Paragraph 5. Expert is under no contractual obligation to reserve the time or appear to testify and provide opinions unless Expert has received this payment in full at least 10 (ten) business days prior to the time reserved for the scheduled testimony.
- g. Client is responsible for collecting any and all deposition fees owed by other lawyers or parties. In the event Expert's deposition fees are reduced by court order, Client shall still pay Expert Expert's full fee specified in paragraph 3.
- h. Expert will invoice Client upon completion of Expert's report(s). All Fees, Expenses, and Costs must be paid in full before a report is released to Client, other parties or anyone else. Expert is under no duty to release a report until Expert has been paid in full for all work performed to date.
- i. Expert will invoice Client before scheduled testimony for any outstanding Fees, Expenses and Costs for work performed to date. All such sums must be paid in full

before Expert testifies. Expert is under no contractual duty to appear to testify and provide opinions until Expert has been paid in full for all outstanding services performed and expenses incurred on behalf of Client.

5. Fees for Late Notice Cancellation or Rescheduling of Testimony.

- a. Client understands that Expert will suffer damages from late notice cancellation or rescheduling of Expert's testimony and that since the precise amount of these damages would be difficult to determine, Expert shall instead be entitled to the cancellation and rescheduling fees specified in paragraphs 5.c. Expert understands that changes to Court schedules can be made unilaterally by the Court without Client's consent. The Parties agree to communicate openly concerning potential changes to trial schedules as soon as possible so as to minimize the risk that Expert suffers losses occasioned by cancellations or rescheduling that were outside Client's control, and so that Client understands Expert's other commitments in responding to any inquiries by the Court about changes to the Court schedule.
- b. The fees specified in paragraph 4.f. are 100% refundable to Client in the event Expert's scheduled testimony is cancelled or rescheduled with notice to Expert of ten (10) or more business days.
- c. In the event Expert's scheduled testimony is cancelled or rescheduled with less than ten (10) business days but more than seventy-two (72) hours' notice, Expert may retain a cancellation fee of 50 % the amount from paragraph 4. f. The remaining amount will at Client's option be applied to future testimony or refunded to Client.
- d. In the event cancellation or rescheduling of Expert's Testimony in less than seventy-two (72) hours prior to the scheduled commencement of the Expert's testimony, or if Expert's testimony is completed in less time than was reserved pursuant to paragraph 4. f., Expert may retain 100% of the amount specified in paragraph 4.f.
- e. In the event of any cancellation or rescheduling of testimony, Client shall be responsible for all non-refundable out of pocket travel expenses incurred by Expert such as airline tickets and hotel rooms.

6. Duties of Client. The Client's duties specifically include, but are not limited to:

- a. Abiding by the applicable rules of professional conduct for attorneys.
- b. Making all payments as specified in Paragraphs 4 and 5 under the terms as specified in Paragraphs 4 and 5.
- c. Providing Expert with copies of or access to all non-privileged, arguably relevant documents, evidence and other materials in the underlying legal matter.
- d. Notifying Expert of all parties and attorneys in the case so that Expert can check for conflicts of interest.
- e. Where circumstances reasonably allow, providing Expert with prompt notice of any *Daubert* motions, *Frye* motions, motions in Limine, Hallmark, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony or Expert's participation in the underlying legal matter.
- f. Obtaining Expert's advance approval (for accuracy) of the relevant portions of any and all answers to interrogatories, motions, expert designations or other documents which summarize Expert's qualifications, methodology, opinion(s) and/or anticipated testimony.
- g. Being available as reasonably requested to meet with Expert prior to anticipated testimony.
- h. Promptly notifying Expert of when and where Expert may be requested to appear to testify.
- i. Promptly notifying Expert of any issues related to paragraph 8 to which Client is or becomes aware of.
- j. Promptly notifying Expert of the settlement or final adjudication of the underlying legal matter.
- k. Client agrees that Expert's opinion(s) are not preordained, might be contrary to Client's position, and are subject to modification as a result of new or additional information.

7. Duties of Expert. The Expert's duties are:

- a. To truthfully represent Expert's credentials.
- b. To formulate with honesty and due care and truthfully express Expert's opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion.

- c. To cease work on the underlying legal matter and promptly inform Client whenever Expert has accrued unpaid fees and expenses totaling more than \$2,500.00. In this event, Expert shall not perform further work on the underlying legal matter until Client gives approval.
 - d. Expert is under no duty to provide and express opinions if Expert is given time deadlines or cost-based or other restrictions by Client that would not reasonably allow Expert to in good faith formulate and express his opinions with reasonable care.
 - e. Subject to paragraph 7.d., to prepare a written report if Client requests one.
 - f. Subject to paragraph 7.d. and to circumstances beyond the Expert's control, to meet all reasonable deadlines requested by Client.
 - g. To retain and preserve during this engagement all evidence provided to Expert from the underlying legal matter unless Client gives written permission for destructive testing or the like.
 - h. To be available on reasonable notice to testify.
 - i. To be available on reasonable notice to consult with Client.
 - j. To work exclusively with Client in the underlying legal matter unless the parties mutually agree in writing otherwise.
 - k. Upon receipt from Client of the list of attorneys and parties specified in paragraph 6.d., to within 30 days check for conflicts of interest with due care and within the same 30-day period to notify Client of any conflicts of interest discovered that preclude Expert's further involvement in the underlying legal matter.
 - l. To maintain any paper based Protected Health Information (PHI) or electronic Protected Health Information (ePHI) received according to Privacy and Security Rules under HIPAA and the ARRA HITECH Act as well as state laws where applicable, and if the Parties deem necessary to sign a separate confidentiality, Business Associate Agreement, or a Protective Order if applicable before receiving or accessing PHI.
- 8. Expert's Right of Withdrawal from Case.** Expert shall have the absolute right to withdraw, without any liability, from the case if Client violates any of the duties specified in paragraph 6 above or if Expert discovers a conflict of interest which precludes Expert's further involvement in the underlying legal matter.

- 9. Withdrawal.** Notice of withdrawal under Paragraph 8 shall be in writing from Expert to Client. In the event of withdrawal, the parties agree that Client remains fully liable for all accrued but unpaid fees, expenses, and interest.
- 10. Termination.** This contract shall be terminated upon written notice to Expert from Client at any time, by Expert's withdrawal pursuant to paragraph 8, at such time as Client is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination Client is still responsible for all sums owed Expert. Other than sums owed, this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.
- 11. Document / Evidence Retention.** Expert shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter for more than 30 (thirty) days following the termination of this agreement. Expert shall return at Client's expense all records and evidence in the underlying legal matter to Client if a written request to do so is received by Expert within the 30 (thirty) days following the termination of this agreement.
- 12. Disputes.** Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with Judicial Arbitration and Mediation Services' (JAMS) or Judicial Dispute Resolution (JDR4ADR) comprehensive arbitration rules in the State in which the Expert is domiciled, with a preference for JDR4ADR venue. The law of the State in which the Expert is domiciled will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Client shall be responsible for payment of attorneys' fees and expenses associated with the Expert's efforts to collect monies owed under the terms of this Contract.
- 13. Standard of Care; Limitation of Liability.** Expert will perform the services with the standard of care normally exercised by professional consulting firms performing comparable services under similar conditions, judged as of the time the services are rendered. Other than this commitment to a standard of care Expert makes no guarantees or warranties, express or implied, with respect to the services to be provided, or that any particular outcome can result from our services. In any event, except to the extent finally judicially determined to have resulted from the bad faith or intentional, reckless, or grossly negligent conduct of Expert and other than for injuries to third persons or to personal property, the cumulative liability of Expert

and any of its officers, directors, Principals, employees, agents, assigns and successors in interest for all claims related to our services, regardless of whether sounding in contract, tort or otherwise, shall be limited to the amount the Client(s) paid to Expert for the services giving rise to the claim. Further, UNDER NO CIRCUMSTANCES SHALL EXPERT OR ITS OFFICERS, DIRECTORS, PRINCIPALS, EMPLOYEES, AGENTS, ASSIGNS OR SUCCESSORS IN INTEREST BE LIABLE FOR INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS), SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, REGARDLESS OF THE CAUSE OR THE FORESEEABILITY THEREOF AND WHETHER EXPERT HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH LOSSES.

- 14. Assignment.** Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. (Expert is under no duty to work for successor law firms on the underlying legal matter.)
- 15. Non-Solicitation.** During the term of this Agreement and for the twelve (12) months following the later of the termination of this Agreement, neither party will intentionally (directly or indirectly) solicit the other party's employees or contractors. NWB Personnel are highly qualified and have received extensive training in support of their duties, their skills are critical to NWB's successful performance of its obligations to its clients, NWB's business model is built on a principal of establishing long term relationships through its Personnel with its clients, and Client's solicitation would cause NWB significant harm.
- 16. Miscellaneous.** The performance of this contract by either party is subject to acts of God, death, disability, government authority, disaster or other emergencies, any of which may make it illegal or impossible to carry out the agreement. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. This written contract represents the entire understanding between the Expert and Client and may not be modified except in writing by mutual consent of the parties to this Agreement.

The individual signing this contract on behalf of Client represents and warrants that he / she is duly authorized to bind Client

EXPERT, by



Signature

Michael F Arrigo

Print Name

Date: 1/4/2021

CLIENT, by



Signature

Gustavo Kinrys

Print Name

Date: 01/06/2021

EXHIBIT B

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Michael Arrigo
No World Borders
620 Newport Center Drive
Suite 1100
Newport Beach, CA 92660

April 24th, 2023

To: Michael Arrigo

RE: Refund Demand letter

Dear Mr. Arrigo,

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, (hereinafter referred to as "CLRA") California Civil Code section 1750, et seq., (hereinafter referred to as the "ACT") and pursuant specifically to Civil Code section 1782, I am hereby notifying No World Borders and Michael Arrigo, of violations of the Act and of my demand that you remedy such violation within thirty (30) calendar days from your receipt of this letter.

On January 2022, I hired you to provide consulting services to me. The agreed-upon price was \$15,000.

I am writing to you today to request a refund of \$15,000 for the consulting services that you provided to Jay W. Carney, Jr. & Associates on August 2022.

As you know, I hired you and paid a retainer of \$15,000 directly to you in advance for providing consulting services to me. I specifically instructed you and Jay W. Carney, Jr. & Associates to provide these services to me, and only to me. However, you provided these services to Jay W. Carney, Jr. & Associates without my authorization or knowledge.

The data Jay W. Carney, Jr. & Associates has provided you against my instructions and without my knowledge and the purported analysis you generated is essentially useless. It is not what I hired you to provide, and it is not of any value to me. In fact, you have

refused to discuss your conclusions with me to this date. You cited that you would only discuss the data results once I retained new counsel, despite of the fact that you have a contract and was paid by me.

I have terminated Jay W. Carney, Jr. & Associates for this mistake among others. I have also informed you of this on September 2022.

As a result of this breach of contract, I have suffered damages that include, but are not limited to, the cost of hiring a replacement consultant, the loss of productivity, and the damage to my reputation.

I am requesting a refund of \$15,000 for the unauthorized consulting services that you provided to Jay W. Carney, Jr. & Associates. Alternatively, I might be willing to accept a credit toward your consulting services. I believe that this is a fair and reasonable request, given the circumstances.

I have tried to schedule a meeting and contact you by phone to discuss this matter, but you have refused to take my calls. I am therefore writing to you in the hope that we can resolve this matter amicably.

If you are unwilling to either refund the \$15,000 or provide an equivalent credit toward your services, I will be forced to take further action. I will file a complaint with the Better Business Bureau, the office of California and Nevada Attorney General, and with the state licensing board. I will also consider filing a lawsuit against you for breach of contract, negligence, and/or any other basis allowed under the California Consumer Legal Remedies Act, and related to this service contract and your actions.

I hope that we can resolve this matter without further ado. Please contact me at your earliest convenience to discuss this further.

Sincerely,


Gustavo Kinrys, M.D.