

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

KRISTOPHER MULLINS, an individual; and
KCM INVESTMENTS LLC, a Nevada
limited liability company,

Case No.:

Plaintiffs,

v.

JUSTIN GODUR, an individual; CAPITAL
MAX GROUP, LLC, a Florida limited liability
company (formerly known as Q7CAPITAL
GROUP, LLC); MORRIS JAIME GODUR,
an individual; and ANNAMARIE DEFRANK,
an individual,

Defendants.

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COMPLAINT

Plaintiff Kristopher Mullins (“Mullins”) and KCM Investments, LLC (“KCM”) (collectively, “Plaintiffs”), by their undersigned attorneys, allege as follows against Defendants, Justin Godur, Capital Max Group, LLC (previously named Q7Capital Group, LLC), Morris Jaime Godur, and AnnaMarie DeFrank (collectively, “Defendants”):

NATURE OF THE ACTION

1. This action arises from a sophisticated and wide-ranging fraudulent scheme orchestrated by Defendants Justin Godur and his father, Morris Jaime Godur, who operated through a so-called “family office” to project an illusion of immense wealth and success.

2. By leveraging this facade, Defendants lured Plaintiffs into a web of deceit, inducing them to pay nearly half a million dollars for illusory lines of credit, sham business opportunities, and other nonexistent ventures.

3. When Plaintiffs began to question the legitimacy of the transactions, Defendants employed a series of calculated diversions – including sham partnership and employment agreements and false personal assurances from Justin and Jaime Godur – to perpetuate the fraud and deflect Plaintiffs’ inquiries.

4. The scheme was a concerted effort involving all Defendants. Justin Godur served as key architect, making the fraudulent misrepresentations that solicited the funds. Jaime Godur, the head of the family office, lent crucial credibility to the enterprise and personally intervened to lull Plaintiffs’ suspicions at a critical juncture. Defendant AnnaMarie DeFrank, in her role as a real estate professional for the enterprise, actively participated by making her own material misrepresentations to further a fraudulent real estate transaction designed to keep Plaintiffs entangled in the scheme.

5. After their scheme unraveled, Defendants Capital Max and Justin Godur entered into a repayment agreement, which they promptly breached.

6. This action seeks to hold all Defendants accountable for their roles in the conspiracy and to recover the substantial damages Plaintiffs suffered as a direct result of Defendants’ unlawful conduct.

7. Plaintiffs assert claims for violations of the federal Racketeer Influenced and Corrupt Organizations Act (RICO), fraudulent inducement, breach of contract, civil theft, civil conspiracy to commit fraud, and aiding and abetting fraud.

PARTIES

8. Plaintiff KRISTOPHER MULLINS is a natural person residing in the State of Nevada, Clark County.

9. Plaintiff KCM INVESTMENTS LLC is a Nevada limited liability company with its principal place of business in Las Vegas, Nevada.

10. Defendant JUSTIN GODUR (“Godur”) is a natural person residing in Boca Raton, Florida and, at all relevant times, acted as the managing member and authorized representative of Defendant Capital Max.

11. Defendant CAPITAL MAX GROUP LLC (previously named Q7CAPITAL GROUP LLC) is a Florida limited liability company that had its principal place of business in Fort Lauderdale, Florida.

12. Defendant ANNAMARIE DEFRANK is a natural person residing in Boca Raton, Florida. Defendants Godur and AnnaMarie DeFrank have resided together in Boca Raton, Florida.

13. Defendant MORRIS JAIME GODUR (“Jaime Godur”) is a natural person residing, upon information and belief, in Boca Raton, Florida.

JURISDICTION AND VENUE

14. This Court has original subject-matter jurisdiction pursuant to 18 U.S.C. § 1964(c) and 28 U.S.C. § 1331 because this action arises, in part, under the Federal Racketeer Influenced and Corrupt Organizations Act (“Federal RICO”).

15. This Court also has subject-matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

16. This Court has jurisdiction over Plaintiffs’ related state and common law claims pursuant to the doctrine of supplemental jurisdiction, 28 U.S.C. § 1367.

17. Defendant Godur is subject to general and specific jurisdiction in this Court because, among other things, he resides in this District and has committed at least some of the acts complained of within this District.

18. Defendant Capital Max Group LLC is subject to general and specific jurisdiction in this Court because, among other things, it conducts business in this District and has committed at least some of the acts complained of within this District.

19. Defendant Jaime Godur is subject to general and specific jurisdiction in this Court because, among other things, he resides in this District and has committed at least some of the acts complained of within this District.

20. Defendant AnnaMarie DeFrank is subject to general and specific jurisdiction in this Court because, among other things, she has committed at least some of the acts complained of within this District.

21. Venue in this district is proper pursuant to 28 U.S.C. §1391(b) because: (i) Defendants Justin Godur, Capital Max Group LLC, and Jaime Godur reside in this District; (ii) Defendants Justin Godur, Capital Max Group LLC, and Jaime Godur maintain a regular place of business in this district; (iii) Defendants committed their unlawful acts from Capital Max Group LLC's offices located within this district.

FACTUAL BACKGROUND

Justin Godur and the "Family Office"

22. Plaintiff, Kristopher Mullins, is an entrepreneur, investor, and marketing professional. Mullins is the managing and sole member of KCM.

23. In or about November 2023, Mullins was involved with a number of real estate investments in Las Vegas, Nevada, including investments with a business partner, Alex Love Li ("Love Li").

24. At that time, Mullins and Love Li were exploring options to secure financing to fund construction projects and purchases in connection with their investments.

25. Love Li told Mullins that he had recently met Godur, who purportedly ran a lending business in Florida. According to Love Li, Godur was helping him secure a loan related to a real estate investment.

26. Love Li also told Mullins that he had spoken to Godur about Mullins and his significant real estate investments, and that Godur had expressed interest in meeting with Mullins.

27. On or about November 26, 2023, Mullins and Love Li met with Godur in Las Vegas, Nevada. According to Godur, he was purportedly in Las Vegas to evaluate potential commercial real estate purchases, but he also wanted to meet with Mullins to learn more about his business.

28. Godur told Mullins that he, along with Godur's brother and his father, Jaime Godur, ran a "family office" offering investment, advisory, and fund placement services, along with creative and alternative financing to help clients fund transactions. According to Godur, the family office also ran its own investment funds.

29. Justin Godur explained to Mullins that his father had extensive investment and transactional experience, including in real estate. According to Godur, Jaime Godur became successful through his founding of Sunglass Hut and later participated in major real estate development projects in South Florida.

30. Godur explained that his father provided lending in connection with the development of the Versace mansion and related properties in Miami and other beachfront properties, as well as larger projects that he could not disclose due to existing confidentiality agreements. According to Godur, his father had facilitated lending that funded the development of substantial areas of Boca Raton.

31. Godur further explained that he had completed many high-level transactions and was involved in several high-profile real estate ventures. And, that he had secured hundreds of millions of dollars in financing for lending clients.

32. Godur encouraged Mullins to review websites related to his family office, including websites corresponding to his father and his father's company, Q7 Capital LLC, which touted Jaime Godur's successes and explained that Q7 Capital LLC offers investment advisory services and raises capital for investment managers from hedge funds to real estate, and venture capital in direct and fund-of-fund structures. Godur explained that the family office had a global network of investors with a handpicked group of high-performing alternative investment managers.

33. The information viewed by Mullins aligned with Justin Godur's representations concerning his family office's significant business and real estate experience.

34. Mullins later learned that the "family office" was comprised of numerous entities, including but not limited to: Capital Max Group LLC (previously named Q7Capital Group LLC), owned by Godur; Q7 Capital LLC, owned by Jaime Godur; Q7 Global LLC, owned by, upon information and belief, Godur's brother, Jason Godur; Q7 Global Capital LLC, owned by, upon information and belief, Jaime Godur; Equicaps LLC (formed in February 2024) , owned by Jaime Godur, Justin Godur and Jason Godur and Equicaps LLC (formed in June 2025), owned by Jaime Godur and AnnaMarie DeFrank.

35. Godur explained to Mullins that Jaime Godur was the leader of the family office, and Mullins later observed that Jaime Godur was involved in almost all investment decisions and directed most operations.

36. Based on Godur's representations, Mullins understood that Godur and his family ran a highly successful and wealthy family office comprised of different entities that offered lending to high-end clients for high-value investments and real estate purchases.

37. Mullins disclosed to Godur that he was an investor that had successfully completed several lucrative commercial real estate purchase and development projects, and owned a significant portfolio of assets, including real estate.

**Justin Godur Induces Mullins to Pay \$125,000
for Access to a Purported \$150 Million Business Line of Credit**

38. In November 2023, while in Las Vegas, Godur explained to Mullins and Love Li that he could assist them in obtaining a \$150 million "construction line of credit" for their respective companies through a fund based in Europe. According to Godur, this business line of credit could be used to finance construction projects and real estate investments associated with Mullins and Love Li's businesses.

39. Godur told Mullins that, to obtain the construction line of credit, his family office would act as a correspondent lender to facilitate the line of credit, and that Mullins would have access to the credit line.

40. Godur further represented that he would personally guarantee the line of credit and contribute \$1.5 million as collateral to secure the line of credit. In return, Godur expected to receive equity and/or participation interests in Mullins and Love Li's prospective real estate investments.

41. Godur explained to Mullins that, in order to apply for and secure the line of credit, Mullins would be required to provide business and personal information for due diligence purposes and pay \$125,000 to Q7Capital Group LLC, which would then remit that payment to the European fund, in addition to Godur's contribution. According to Godur, Mullins' payment would cover the

work to be performed by the fund in connection with Mullins' portion of the application, including due diligence by the European fund on Mullins and his businesses, as well as background checks.

42. Godur assured Mullins that he had previously secured similar lines of credit numerous times for similar clients using the same process.

43. Mullins agreed to proceed with obtaining the construction line of credit and instructed Godur to start the process.

44. Godur told Mullins to transfer the \$125,000 to his company, then known as Q7Capital Group LLC, and that he would then remit the funds to the European fund in connection with the application. According to Godur, the application process was expected to take approximately one to two months, but the process could extend to three or four months depending, among other things, on the level of due diligence conducted by the fund.

45. On or about December 12, 2023, based on Godur's representations and instructions, Mullins transferred \$125,000 from KCM to Q7Capital Group LLC via wire transfer.

46. Based on the same representations, Love Li also chose to go forward with obtaining the business line of credit. Godur represented that he would cover Love Li's portion of the due diligence fees as long as Love Li agreed to provide Godur with an equity position in connection with the prospective purchase of a hotel property in Las Vegas known as The Downtowner. On information and belief, Love Li provided the requested interest.

**Justin Godur Induces Mullins to Pay \$155,000
for Access to a Purported \$500 Million Personal Line of Credit**

47. In or about late December 2023 or early January 2024, Godur spoke with Mullins to present him with an opportunity to secure another line of credit. According to Godur, this would be a \$500 million personal line of credit.

48. As with the earlier construction line of credit, Godur explained that to secure this line of credit, his family office would act as correspondent lender to facilitate the line of credit, and that Mullins would have access to the credit line.

49. Godur further explained that he would guarantee the line of credit and that the \$1.5 million to be used as collateral for the construction line of credit would also be used as collateral for this credit line.

50. As with the prior application, Godur explained that to apply for and obtain this personal line of credit, Mullins would need to pay \$155,000 up front to the European fund itself to cover their work to be done in connection with the application, including due diligence regarding Mullins and his businesses and background checks.

51. Godur again reassured Mullins that he had secured similar lines of credit for clients of the family office many times before and was very familiar with the process.

52. Based on Godur's representations, Mullins informed Godur that he wanted to pursue an application for this personal line of credit.

53. Accordingly, Mullins transferred \$155,000 from KCM to Q7Capital Group LLC, and that he would then remit the funds to the European fund in connection with the application. Mullins understood that the timeline for the application would be the same as with the business line of credit.

54. Based on Godur's representations and instructions, Mullins paid \$155,000 to Q7Capital Group LLC via wire transfer on or about January 10, 2024.

Justin Godur Agrees to Pay Mullins \$100,000 for an Interest in a Hotel Purchase

55. In or about February 2024, Mullins and Love Li – through their businesses – submitted an offer to purchase a hotel property in Las Vegas, The Downtowner. As part of that offer, Mullins contributed an earnest money deposit of \$100,000.

56. As alleged above, Godur was interested in obtaining an equity interest in connection with the purchase of the Downtowner. Godur, Love Li, and Mullins agreed that Godur would receive an interest from Love Li in that transaction on the condition that he pay Mullins \$100,000, that same amount paid as earnest money deposit.

57. Godur agreed that he would pay \$100,000 to Mullins, and Godur subsequently received an equity interest in the Downtowner transaction.

58. Despite his agreement to pay, Godur did not pay Mullins the \$100,000.

59. Mullins later learned from Love Li that Godur had represented to Love Li that he paid Mullins \$100,000. And, Mullins learned that on or about March 21, 2024, Godur showed Love Li a paper check made out to Mullins for that amount while they were both at the Fontainebleau Las Vegas.

60. Yet, Mullins did not receive any such check, and Godur failed to pay Mullins.

61. Godur falsely represented to Love Li that Mullins was being paid by check so that Godur would receive the equity interest, but as Mullins later learned, Godur had no genuine interest in giving the check to Mullins.

Justin Godur Discusses a Consulting Role with Capital Max

62. In or around mid-February 2024, again Godur traveled to Las Vegas, and, on February 19 and 27, 2024, met with Mullins at the Fontainebleau Las Vegas Hotel, where Godur was purportedly staying in a luxury suite.

63. During these meetings at the Fontainebleau Las Vegas, Godur and Mullins discussed Mullins' work and businesses, which included marketing services and website development. Godur explained that he needed to build out a website for his company, Capital Max, as well as other related marketing services for him and Capital Max.

64. Mullins told Godur that he could assist him with the development of the Capital Max website, and they also discussed the need for a coach/consultant in the marketing space, which was a service that Mullins provided to other clients through his businesses.

65. In response, Godur told Mullins that he was interested in involving Mullins in his Capital Max business as a partner or consultant and would consider how to effectuate that arrangement.

66. In the subsequent weeks that followed this conversation, Godur and Mullins continued to explore a potential relationship whereby Mullins provided marketing and consulting services for Godur and Capital Max.

**Justin Godur Induces Mullins to Pay \$150,000
To Obtain a Purported \$100 Million Personal Line of Credit**

67. In or about early March 2024, Godur contacted Mullins with an opportunity for a third line of credit.

68. According to Godur, the credit limit would be \$100 million and would operate like a home equity line of credit in that it would be secured, at least in part, by equity in Mullins' real estate assets.

69. During their discussions regarding this potential third line of credit, Mullins inquired about the status of the two prior line of credit applications.

70. In response to Mullins' questions about the still-pending applications for the prior two lines of credit, Godur assured Mullins that he had remitted Mullins' \$125,000 and \$155,000

payments to the European fund, and that the applications were being processed. Godur explained there had been, however, some delays because he had delayed the submission of several items of information that the European fund had requested.

71. Godur also explained that a benefit of this third line of credit was that it would not go through the same European fund used for the two prior applications. Instead, he stated that his family office would act as correspondent lender to facilitate the line of credit from a domestic lender with whom his family office worked.

72. Godur explained to Mullins that this arrangement was exclusive and not available to the general public. Godur represented that his family office had special access to the fund, however, because of its wealthy and high net worth clientele.

73. According to Godur, the \$100 million limit was relatively low for the lender, making it likely that the application would be approved faster than the European fund applications.

74. Mullins asked Godur about the ultimate lender but indicated he was interested in pursuing the application.

75. Godur explained that he would need \$150,000 to submit the application for Mullins and that this initial amount would be to cover initial fees, background checks, due diligence, and other administrative work, as with the other applications.

76. When Mullins visited Godur at Capital Max's offices in Florida in March 2024, Mullins asked Godur for more information about this third line of credit and the ultimate lender. From his computer, Godur accessed a database of lenders and briefly disclosed to Mullins the name of the potential lender. Godur again reassured Mullins that this process was exclusive and very familiar to both Godur and the family office and that several high-end clients had secured financing in similar ways.

77. During that same trip, while Mullins was visiting Godur in Florida, Godur took him to The Boca Raton, a luxury members-only hotel, and provided a “tour” of various properties in Boca Raton that the family office claimed to have developed. This grandiose display was intended to bolster the façade of luxury and to convince Mullins of the supposed success of the Godur businesses.

78. In reliance on Godur’s statements, Mullins decided to apply for this line of credit and told Godur to go forward.

79. Mullins explained that he would need to split the \$150,000 payment into three installments, and Godur assured him that would not be an issue. At Godur’s direction, Mullins, through KCM, sent three payments of \$50,000 each to Capital Max via wire transfer on March 18, 2024, April 10, 2024, and April 11, 2024.

Godur Offers Mullins a Consulting Role and Employment With Capital Max

80. By April 2024, Godur and Mullins had discussed several times the business of Capital Max, which was to provide commercial real estate lending for those that needed it, and Mullins’s real estate experience, investments, and businesses. As explained by Godur, Capital Max was merely going to be a name change and re-brand of “Q7 Capital Group LLC,” which was the key entity of the family business and was an established business in the lending space.

81. Around this same time, Godur proposed formally bringing Mullins on as a business marketing consultant for Godur and Capital Max.

82. On or about April 6, 2024, while Mullins was visiting Capital Max’s offices in Florida, Godur presented Mullins with a written “Partnership Agreement” through which Mullins was purportedly to become a part owner of Capital Max.

83. However, as Mullins later learned, this purported “agreement” was merely for show and had no legal effect. Mullins never received any membership interest in Capital Max, and the company’s operating agreement or other corporate record created were never created or amended to reflect any ownership by Mullins. Moreover, Mullins never received any distributions or K-1’s as owner of Capital Max, and he did not receive access to all company accounts or books of the company.

84. Instead, as Mullins later realized, this was yet another misdirection by Godur intended to appease Mullins and divert attention from inquiries regarding the status and ultimate destination of the substantial funds Mullins had wired to Capital Max for the purported lines of credit. Moreover, this supposed agreement provided Godur with a convenient pretext to obtain services and additional funds from Mullins for Godur’s own benefit, as further alleged below.

85. Indeed, upon finalizing the agreement, Mullins began working to significantly develop the Capital Max website and provide other marketing and design services to Capital Max and Godur.

86. In connection with this arrangement, Godur also asked Mullins to provide marketing advice and project management services on several proposed real estate projects in which Capital Max and his father’s company, Q7 Capital LLC, were involved, and Mullins did so.

87. Then, on May 8, 2024, Godur presented Mullins with a written offer of employment with Capital Max.

88. The offer of employment outlined the terms of Mullins’ full-time position as Capital Max’s Chief Marketing Officer. The compensation package included an annual salary of \$350,000, as well as eligibility to participate in the company’s employee benefits program,

including health insurance, which Godur represented to Mullins was the “best insurance on the market.”

89. In connection with this offer of employment, as well as the earlier “Partnership Agreement,” Godur confirmed that Mullins would be reimbursed for all documented business-related expenses, such as travel, meals, and lodging, incurred while performing his duties.

90. That same day, May 8, 2024, Godur and Mullins signed the offer of employment.

91. Mullins immediately assumed and began working as Capital Max’s Chief Marketing Officer, taking responsibility for facilitating Capital Max’s marketing strategy and brand awareness.

92. Despite Godur’s assurances that Mullins would earn a salary, Capital Max failed to begin paying him the promised compensation or provide any health insurance benefits. In fact, several months passed before Mullins received any financial compensation at all, even though he was actively working for Capital Max as its Chief Marketing Officer. It was not until September 2024 that Capital Max paid Mullins \$4,000 in salary, followed by an additional \$10,000 over the next two months. After November 2024, Capital Max failed to pay Mullins any further salary.

Godur Induces Mullins to Pay Capital Max \$50,000 for Purported Lenders Insurance

93. Approximately two months after signing the purported “Partnership Agreement,” Godur told Mullins that as now “part-owner” of Capital Max, Mullins was required to obtain “lender insurance.” Godur made this statement knowing that Mullins was in fact not an owner of Capital Max, as there was no amendment to the existing operating agreement or transfer of any ownership interest.

94. Godur represented to Mullins that he had obtained and currently carried such required insurance coverage because of the nature of Capital Max’s lending business.

95. Godur further explained to Mullins that he would assist by coordinating and obtaining the necessary insurance coverage for Mullins through the company's insurance carrier.

96. Godur instructed Mullins that Mullins would be required to pay the necessary costs to obtain the insurance policy, including any associated premiums. According to Godur, it would cost Mullins \$50,000 to obtain the necessary insurance coverage. Godur also added, that this rate was very good because Godur himself was paying much higher rates.

97. Based on Godur's representations, on or about June 11, 2024, Mullins transferred \$50,000 to Capital Max via wire transfer to obtain the insurance coverage.

98. As Mullins would later learn, however, Godur never bought such insurance coverage, nor, on information and belief, was any such coverage even required, because – among other things – Mullins was not a true owner of Capital Max.

**Jaime Godur Falsely Reassures Mullins That The European Fund
and Related Applications for Lines of Credit Are Legitimate**

99. As Chief Marketing Officer, Mullins periodically travelled to Capital Max's offices in Florida, where he stayed for approximately two weeks at a time.

100. While working from the Florida offices, Mullins interacted with other Capital Max employees and periodically spoke with Jaime Godur.

101. In or about July 2024, Mullins raised questions to Jaime Godur regarding the status of the pending applications for the European Fund lines of credit, the identity of the European Fund itself, and the amount of time the approvals were taking.

102. In response, Jaime Godur reassured Mullins that the European Fund existed and that he routinely conducted business with it. He further stated, "these people have a lot of money, you don't mess with them," signaling to Mullins that he should stop asking questions.

**Godur and DeFrank Make Misrepresentations
to Mullins Regarding the Deerfield Property**

103. In the summer of 2024, Godur informed Mullins that Godur and one of Godur's companies, GSJ Capital LLC ("GSJ"), were members of Pinnacle One Capital Group, LLC ("Pinnacle Capital"), a Florida limited liability company.

104. Pinnacle Capital purported to manage and operate private investment funds that focused on real estate acquisitions and developments. In addition to Godur and GSJ, Pinnacle Capital was owned and led by Jesse DiLillo, Shawn Thomas, and Patrick Voltapetti.

105. In or about June 2024, Mullins learned that Godur hired DiLillo and Voltapetti as employees of Capital Max to assist in raising capital. Godur also provided Pinnacle Capital with office space within Capital Max's offices and allowed them to display signage for their Pinnacle Capital business.

106. Godur told Mullins that he had also directed DiLillo and Voltapetti to raise money from investors to purchase real estate through Pinnacle Capital funds.

107. In or about late June 2024, Mullins traveled to Florida to meet with Godur, and Godur explained that he was exploring a business opportunity whereby Pinnacle Group would purchase and develop a residential property located at 1555 SE 7th Street, Deerfield Beach, Florida (the "Deerfield Property").

108. Also in or about late June 2024, Godur hired AnnaMarie DeFrank as Capital Max's Director of Real Estate. DeFrank was introduced to Godur by Pinnacle Capital's DiLillo.

109. On or about June 24, 2024, Godur and DiLillo explained to Mullins that DeFrank, a licensed real estate broker, was to assist with acquisition and sale of the Deerfield Property, among other Capital Max real estate investment properties.

110. Godur and DiLillo further explained to Mullins that DeFrank's role was to assist with the identification and sale of real estate properties for Capital Max and Pinnacle Capital. And, that she would also be responsible for raising capital from investors, since she "used to do investor relations."

111. Godur and DeFrank explained to Mullins that the goal for the Deerfield Property was to "remodel" the property, including the construction and addition of a second story to the property as well as luxury amenities and finishes.

112. According to Godur and DeFrank, treating the project as a remodel, as opposed to a reconstruction, could be done as long as they keep the foundation and "at least one wall standing" and would keep project costs lower than a reconstruction.

113. Godur and DeFrank arranged for renderings of what the remodeled Deerfield Property would look like, which they shared with Mullins.

114. Godur and DeFrank also explained that based on their plans and projected valuations, the final planned renovation would make the Deerfield Property significantly more valuable.

115. Godur and DeFrank then proposed to Mullins that he purchase the Deerfield Property from Pinnacle Capital after the property had been renovated. Godur and DeFrank stressed that the addition of a second story to the property, in addition to other amenities, would more than double the value of the property.

116. Relying on Godur and DeFrank's representations about the planned renovations and estimate of resulting property value, Mullins agreed to purchase the Deerfield Property from Pinnacle Capital.

117. However, Mullins later learned on November 25, 2024, that the foundation of the Deerfield Property was not capable of supporting a second story, a fact that, on information and belief, Godur and DeFrank knew when they made the representations regarding the projected value of the renovated Deerfield Property to Mullins, as alleged further below.

118. On September 11, 2024, DeFrank prepared and sent Mullins a purchase and sale agreement (“PSA”) related to the Deerfield Property for Mullins’ signature. Mullins signed the PSA on September 12, 2024.

119. On information and belief, before Mullins had committed to purchasing the Deerfield Property from Pinnacle Capital, Godur and DeFrank had already represented to the other Pinnacle Capital members that Mullins had committed to purchasing the Deerfield Property from Pinnacle Capital.

120. On or about September 13, 2024, Pinnacle Equity I, a Pinnacle Capital fund, purchased the Deerfield Property.

Godur Asks Mullins to Pay \$25,000 for a General Contractor License

121. In July 2024, while Pinnacle Capital was considering the purchase of the Deerfield Property, Godur told Mullins that he was negotiating with a Florida licensed general contractor to qualify Capital Max or a related entity to operate under his license.

122. As Godur explained it, Capital Max or a designated related entity would be able to operate as a general contractor under the qualifier’s license.

123. Godur explained that this would allow Capital Max to use an affiliated general contractor in connection with the renovation of residential real estate investments, including the Deerfield Property.

124. Godur told Mullins that obtaining the use of the general contractor license involved a fee of \$25,000, and he directed Mullins to pay for it.

125. On July 23, 2024, Mullins sent via wire transfer \$25,000 to Capital Max in order to pay for the general contractor qualification fee as explained by Godur.

126. Neither Godur nor Capital Max, however, used that \$25,000 to obtain the right to use any general contractor license.

127. Later on, Mullins confronted Godur about the use of this money, demanding that Godur provide proof that the \$25,000 was legitimately used to secure the right to operate under a general contractor license.

128. When Godur could not provide any proof, he caused Capital Max to return \$10,000 to Mullins, leaving an unpaid amount of \$15,000.

**Mullins Learns That Godur is Accused of Misappropriating \$1,000,000
from a Pinnacle Capital Fund Through an Alleged Forged Contract**

129. On or about November 10, 2024, Voltapetti and DiLillo informed Mullins that they believed Godur was responsible for stealing \$1,000,000 from a Pinnacle Capital fund.

130. Specifically, according to them, Godur drafted an agreement for commercial lending services that purported to retain Capital Max to provide consulting services to a Pinnacle Capital fund in connection with that fund's obtaining a commercial real estate loan.

131. According to Voltapetti and DiLillo, Godur had forged Voltapetti's signature on the contract and then used the contract to authorize the transfer and withdrawal of \$1 million from the Pinnacle Capital fund on September 30, 2024.

132. Up to this point, the purported applications for the European Fund lines of credit, as well as the third line of credit were still pending, according to Godur.

133. Starting several weeks after Mullins made the payments to Capital Max for the purported lines of credit, Mullins periodically inquired with Godur regarding their status. As months passed without progress, Mullins grew increasingly persistent in seeking updates on the applications and information regarding the purported source of the funds providing the credit.

134. Godur repeatedly assured Mullins that they were being processed and offered excuses as to why the applications were delayed. Godur also evaded questions about the identity of the purported funds and delayed any responses to those questions, or distracted Mullins from the topic.

135. For example, in or about March 2024, when Mullins paid \$150,000 in connection with the third line of credit, Godur re-assured Mullins that the first two applications were in process. At that time, Godur blamed any delay on Godur's failure to provide information requested by the European Fund and assured Mullins that the significant size of the credit line was contributing to a lengthy approval process.

136. When Mullins pressed Godur concerning details about the European fund in April-May 2024, Godur presented Mullins with a grand plan to purportedly become business partners, followed by the offer for Mullins to become Capital Max Chief Marketing Officer with a substantial salary.

137. Put another way, when Mullins pressed Godur on details concerning the money Mullins had paid him, Godur responded with distractions and diversions.

138. In the summer of 2024, Godur repeatedly assured Mullins that all three credit lines were in process.

139. It was around this time that Mullins asked Godur to provide documentation and/or proof of the pending applications and/or that these payments were actually sent to a European Fund for purported due diligence.

140. Godur reassured Mullins that he would provide the requested documentation but repeatedly made excuses for why he had not.

141. Then, by November 2024, Mullins grew suspicious of Godur and the existence of the purported pending line of credit applications, among other things.

**Mullins Demands That Godur Provide Proof
Concerning Mullins' Prior Payments to Capital Max**

142. In or about mid-November 2024, Mullins confronted Godur concerning the status of the still-pending line of credit applications.

143. In particular, Mullins insisted that Godur provide proof concerning each of the payments that Mullins had previously made to Godur and Capital Max, including: (i) proof that Mullins' payments were remitted to and received by the European Fund (for the first and second lines of credit) and the domestic fund (for the third line of credit), (ii) proof that Capital Max had obtained or applied for the purported required lenders insurance that had purportedly cost Mullins \$50,000, and (iii) proof that the funds sent for the general contractor license had actually been used for that purpose.

144. In response, Godur admitted that despite taking KCM's payment of \$150,000 for the \$100 million personal line of credit (from the purported domestic fund), Godur had never remitted that payment or even applied for it.

145. Thus, despite Godur's prior representations that the \$150,000 had been remitted to the purported domestic fund for the personal line of credit, Godur acknowledged that prior representation was false.

146. Godur also agreed to return Mullins' \$150,000 payment made in connection with the purported application for that line of credit.

147. Indeed, on November 17, 2024, Mullins and Godur memorialized Godur's promise to reimburse Mullins in a "Reimbursement and Escrow Agreement" stating, "[t]he purpose of the \$150,000 payment was to reimburse Kris [Mullins] for the three payments of \$50,000 each made by Kris [Mullins] on March 18, 2024, April 10, 2024 and April 11, 2024, in connection with a line of credit that was never applied for or delivered to Kris [Mullins] by Justin [Godur]."

148. Despite Godur's admission that he misled Mullins and had never applied for the third line of credit, Godur continued to insist that the applications for the lines of credit from the European Fund, in addition to the payments for lenders insurance and general contractor license, were all true and legitimate.

149. Regarding Mullins' requests for proof concerning these payments, Godur agreed to provide such proof.

150. To memorialize this agreement, Mullins and Godur entered into a "Proof of Payment and Receipt Agreement," dated November 17, 2024.

151. In this Proof of Payment and Receipt Agreement, Godur and Mullins acknowledged that "[Mullins] has requested receipts and proof of payment for at least 4 specific payments made to Capital Max and/or Justin," and "Capital Max and Justin agree to provide proof of funds of where the funds were allocated and receipts for the payments made by Kris." A true and correct copy of the Proof of Payment and Receipt Agreement is annexed hereto as **Exhibit 1**.

152. Pursuant to the Proof of Payment and Receipt Agreement, Godur agreed to provide such proof in connection with the \$125,000 and \$155,000 payments for the European fund lines

of credit, in addition to the payments made for the purported lenders insurance and general contractor license.

153. Under the terms of the Proof of Payment and Receipt Agreement, Godur was to provide this proof within ten days.

154. Also in or about mid-November, Godur admitted to Mullins that the foundation of the Deerfield Property was not capable of supporting a second story, which contradicted his and DeFrank's earlier representations to Mullins.

155. On information and belief, Godur, DeFrank, and Jaime Godur were aware that the foundation could not support a second story at the time they provided Mullins with their estimated valuations and Mullin's execution of the purchase and sale agreement for the Deerfield Property, as alleged further above.

**Pinnacle Capital Subsequently Sued Mullins For
Alleged Fraud Relating to the Deerfield Property PSA**

156. On June 11, 2025, Pinnacle Capital and a number of its funds, including Pinnacle One Equity Fund I LLC (which purchased the Deerfield Property) sued Godur, Jaime Godur, Mullins, DeFrank, Capital Max, and several other Godur-related entities, for allegations related Godur's actions as a Pinnacle Capital member and the purchase of the Deerfield Property (the "Pinnacle Action").

157. In the Pinnacle Action, plaintiffs allege that Pinnacle Capital chose to purchase the Deerfield Property based on Justin Godur's recommendation. Moreover, plaintiffs in that action allege that to induce Pinnacle Capital to approve the purchase of the Deerfield Property, Godur presented Pinnacle Capital with an executed purchase and sale agreement executed by Mullins, which DeFrank prepared, and which Mullins executed solely in order to induce Pinnacle Capital to purchase the property.

158. According to the Pinnacle plaintiffs, Mullins' purchase and sale agreement gave Pinnacle and its investors a projected return profile on their investment and was instrumental in Pinnacle Capital's approval of the Deerfield Property through Pinnacle One Equity Fund I LLC.

159. Mullins was not aware of Godur's and/or DeFrank's communications to Pinnacle Capital about the Mullins' purchase agreement, but it is now evident that Godur and DeFrank misled Mullins into agreeing to the purchase and sale agreement, which Godur then allegedly used to further mislead Pinnacle Capital.

160. To Mullins' detriment, the Pinnacle plaintiffs have asserted claims against Mullins for fraud and civil theft related to the alleged actions concerning the purchase and sale agreement, among other claims and allegations.

**After Godur Fails to Provide Mullins With the Requested Proof,
He Agrees to Repay Mullins, and Mullins Cancels the Deerfield Property PSA**

161. On November 27, 2024, Godur had yet to provide any of the proof he agreed to provide pursuant to the Proof of Payment and Receipt Agreement.

162. Mullins confronted Godur with the repeated failure to provide any of the requested proofs and, now doubting the legitimacy of Godur's prior representations, formally demanded that Godur return all funds previously paid to him. These demands were in addition to earlier requests made in October 2024 for Godur to either provide the promised proofs or refund him the line of credit application fees.

163. In response, Godur agreed to refund Mullins the funds previously paid to Capital Max.

164. To memorialize this agreement, Godur and Mullins entered into a "Master Repayment Agreement," dated November 27, 2024. A true and correct copy of the Master Repayment Agreement as **Exhibit 2**.

165. Pursuant to the Master Repayment Agreement, Godur agreed to repay Mullins for five prior payments to Capital Max. Specifically, Capital Max and/or Godur agreed to pay Mullins and/or KCM a total of \$445,000, which reflects the following amounts:

- a. \$125,000 paid on December 12, 2023 for the purported business line of credit;
- b. \$155,000 on January 10, 2024, for the purported personal line of credit;
- c. \$100,000 on February 23, 2023, paid in connection with the Downtowner transaction;
- d. \$50,000 paid on June 11, 2024, for the purported lenders insurance;
- e. \$15,000 paid on July 23, 2024, for the purported general contractor license.

166. Pursuant to Section 2.2 of the Master Repayment Agreement, Capital Max and/or Godur were to repay Mullins and/or KCM over seven installments, with the last payment ending on April 27, 2025.

167. Pursuant to Section 4 of the Master Repayment Agreement, Godur personally guaranteed the obligations of Capital Max under the agreement.

168. Pursuant to Section 5 of the Master Repayment Agreement, Mullins received a security interest in certain of Godur's assets as collateral in the event of a default.

169. Also starting on November 12, 2025, Mullins demanded to be released from and cancel the Deerfield Property PSA.

170. This did not happen immediately, and after several repeated demands from Mullins on November 19, 20, 22, 25 and 26, DeFrank finally sent Mullins a release.

171. Specifically, on November 27, 2024, DeFrank prepared and sent Mullins a Release and Cancellation of Contract, which Mullins executed, thereby releasing him from the Deerfield Property PSA.

Godur and Capital Max Default Under the Master Repayment Agreement and Agree to an Amended Repayment Agreement

172. In February 2025, Godur defaulted under the Master Repayment Agreement by failing to timely make the required payments, and Mullins informed Godur of his default.

173. On March 10, 2025, as a result of Godur and Capital Max's default under the Master Repayment Agreement, Mullins sought to enforce his security interest under the Master Repayment Agreement by filing a UCC Financing Statement (the "Financing Statement") on KCM's behalf with respect to the assets of Justin Godur, including entities owned by him.

174. Around this same time, during a conversation with Mullins, Godur reassured Mullins he would pay him the amounts owed and again represented that Mullins' prior payments for the purported European fund lines of credit were legitimate. This time, however, he claimed that the funds had been transferred from Capital Max to his father's company, Q7 Capital LLC, before being sent to Europe, and stated that he would obtain receipts or other proof of these transactions from his father, Jaime Godur.

175. Jaime Godur also called Mullins and reassured him that Justin Godur would pay Mullins back, and if payments were missed, Jaime would cover any unpaid amounts to "make it right" with Mullins. Jaime Godur also stated that the family office had significant funds to cover the amounts owed to Mullins, but that he would need to move the money from offshore accounts to pay Mullins.

176. Accordingly, on March 15, 2025, Godur and Mullins agreed to amend the Master Repayment Agreement pursuant to an "Addendum to Master Repayment Agreement" (the

“Addendum”), which modified the Master Repayment Agreement in two ways. A true and correct copy of the Addendum is annexed hereto as **Exhibit 3**.

177. First, Godur and Capital Max agreed to pay additional amounts to Mullins, including a payment of \$250,000, which was to compensate for work done as Capital Max Chief Marketing Officer but previously uncompensated.

178. Second, the Addendum provided a revised repayment schedule, which now included ten installment payments ending in November 2025.

179. However, Godur and/or Capital Max failed to make any payments pursuant to the Addendum and defaulted under the agreement.

180. Notably, Godur subsequently issued two checks to Mullins for owed amounts under the revised payment schedule of the Addendum, but instructed Mullins not to deposit them until he provided further approval. Godur stated that the checks were tendered solely as gesture of good faith and warned that, if deposited, they would be returned for insufficient funds.

181. Godur, however, never gave Mullins authorization to deposit said checks and failed to make any payment to Mullins owed under the applicable payment schedule.

182. Mullins and KCM have retained the undersigned law firm to bring this action and has agreed to pay counsel its reasonable attorneys’ fees and costs for its services.

183. All conditions precedent to the filing of this action have occurred, have been performed, or have otherwise been waived.

**COUNT I: VIOLATION OF THE RACKETEER
INFLUENCED AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. § 1962(c)
(Against All Defendants)**

184. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

185. This count asserts a claim for violations of the federal Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c).

186. Defendants Justin Godur, Capital Max, Jaime Godur, and AnnaMarie DeFrank, among other non-party individuals and non-party entities, were members of an association-in-fact enterprise (the “Godur Enterprise”) within the meaning of 18 U.S.C. § 1961(4).

187. The Godur Enterprise constituted an ongoing organization, formal or informal, whose members functioned as a continuing unit for the common purpose of engaging in a course of conduct to enrich themselves through fraudulent means.

188. The purpose of the Godur Enterprise was to solicit substantial upfront payments from investors, including Plaintiffs, under the false pretense of providing access to exclusive financing and other business opportunities, and to convert those funds for Defendants’ own use and benefit.

189. Defendants, as part of the Godur Enterprise, committed numerous predicate acts of racketeering activity as defined in 18 U.S.C. § 1961(1), specifically multiple acts of wire fraud in violation of 18 U.S.C. § 1343. These acts were executed in furtherance of a scheme to defraud Plaintiffs of money and property.

190. The predicate acts include, but are not limited to, Defendants causing Plaintiffs to initiate the following interstate wire transfers to Capital Max’s bank account based on fraudulent misrepresentations:

- a. A wire transfer of \$125,000 on or about December 12, 2023;
- b. A wire transfer of \$155,000 on or about January 10, 2024;
- c. A wire transfer of \$50,000 on or about March 18, 2024;
- d. A wire transfer of \$50,000 on or about April 10, 2024;

- e. A wire transfer of \$50,000 on or about April 11, 2024;
- f. A wire transfer of \$50,000 on or about June 11, 2024;
- g. A wire transfer of \$25,000 on or about July 23, 2024.

191. The predicate acts of wire fraud constitute a “pattern of racketeering activity” under 18 U.S.C. § 1961(5).

192. The acts were related, as they shared the same fraudulent purpose, victimized the same Plaintiffs, involved the same principal participants, and utilized the same method of soliciting funds for sham opportunities.

193. Plaintiffs were directly injured “by reason of” Defendants’ violations of 18 U.S.C. § 1962(c). Plaintiffs were the direct target of the fraudulent scheme and justifiably relied to their detriment on the material misrepresentations made by Defendants in furtherance of that scheme.

194. As a direct and proximate result of Defendants’ predicate acts of wire fraud, Plaintiffs suffered injury to their business and property.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur, Capital Max Group, LLC, Morris Jaime Godur, and AnnaMarie DeFrank, jointly and severally, for an amount equal to three times the actual damages sustained, plus the costs of this suit, including reasonable attorneys’ fees, pursuant to 18 U.S.C. § 1964(c), and for such other and further relief as the Court deems just and proper.

COUNT II: FRAUDULENT INDUCEMENT
(Against Justin Godur and Capital Max)

195. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

196. As alleged above, Godur, acting individually and on behalf of Capital Max, engaged in a calculated and continuous scheme to defraud Plaintiffs by making numerous false

statements, promises, and material misrepresentations to induce Mullins to part with substantial sums of money and enter into various agreements.

197. Godur's material misrepresentations and false statements to Mullins include, but are not limited to, the following: (i) that for an upfront fee of \$125,000, Godur and Capital Max would secure a \$150 million construction line of credit for Mullins's business, and that the fee would be remitted to a European fund for due diligence, (ii) that for an upfront fee of \$155,000, Godur and Capital Max would secure a \$500 million personal line of credit for Mullins, and that this fee would also be remitted to the European fund for due diligence, (iii) that for an upfront fee of \$150,000, Godur and Capital Max would secure a \$100 million personal line of credit from a domestic lender, and that this fee was for due diligence and other administrative work, (iv) that the applications for the foregoing lines of credit were legitimate, had been submitted, and were actively being processed, with any delays being attributable to the lenders' extensive due diligence process or to Godur's own minor administrative delays, (v) that Mullins as a "part-owner" of Capital Max was required to pay \$50,000 to obtain a "lender insurance" policy; (vi) that Mullins was required to pay \$25,000 for Capital Max to secure the use of a general contractor's license for its real estate projects.

198. These statements were false, and Godur and Capital Max knew they were false at the time they were made. The purported lines of credit were illusory, and the upfront fees were not remitted to any lender for due diligence but were instead converted by Godur and Capital Max for their own use. Godur later admitted that he never even applied for the \$100 million line of credit, despite having taken Mullins's \$150,000 for that specific purpose.

199. Furthermore, the "lender insurance" was never purchased, and the funds for the general contractor license were not used for their stated purpose.

200. Godur and Capital Max made these false statements with the specific intent of inducing Mullins to rely upon them and, in doing so, to pay hundreds of thousands of dollars to Godur and Capital Max.

201. Mullins justifiably relied on Godur's material misrepresentations. Godur cultivated an image of a sophisticated and successful financier from a wealthy family, presented sham partnership and employment agreements to bolster his credibility, and offered repeated, albeit false, assurances to deflect Mullins's inquiries and perpetuate the fraudulent scheme.

202. In reliance on these representations, Mullins, through KCM, transferred a total of at least \$495,000 to Capital Max.

203. As a direct and proximate result of their justifiable reliance on the fraudulent misrepresentations made by Godur and Capital Max, Plaintiffs have suffered significant financial damages, as well as other consequential damages to be proven at trial.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur and Capital Max Group, LLC, for compensatory damages, punitive damages, pre- and post-judgment interest, attorneys' fees, costs, and such other and further relief as the Court deems just and proper.

COUNT III: BREACH OF CONTRACT
(Against Justin Godur and Capital Max)

204. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

205. The Master Repayment Agreement and the Addendum to Master Repayment Agreement constitute valid and enforceable contracts, supported by consideration, and signed by all parties. *See* Exhibits 2 and 3.

206. Pursuant to the Master Repayment Agreement, Godur and Capital Max agreed to repay Plaintiffs a total of \$445,000. The repayment was structured in seven installments, with the final payment due on April 27, 2025.

207. The Master Repayment Agreement contained a personal guarantee, wherein Godur personally guaranteed the obligations of Capital Max under the Agreement.

208. Defendants Godur and Capital Max materially breached the Master Repayment Agreement by failing to make the required installment payments as set forth in the Agreement.

209. The Addendum to Master Repayment Agreement amended the Master Repayment Agreement by increasing the total amount owed to include compensation for Mullins's uncompensated work and established a new repayment schedule of ten installment payments ending in November 2025.

210. The Addendum to Master Repayment Agreement continued Godur's personal guarantee included in the Master Repayment Agreement. Accordingly, Godur personally guaranteed the obligations of Capital Max under the Master Repayment Agreement as modified by the Addendum thereto.

211. Defendants Godur and Capital Max materially breached the Master Repayment Agreement as modified by the Addendum to Master Repayment Agreement by failing to make any of the revised installment payments required under the Addendum.

212. Defendant Godur separately breached his obligations under the Master Repayment Agreement by failing to honor his personal guarantee of Capital Max's payment obligations after Capital Max defaulted.

213. These failures to pay constitute material breaches of the Master Repayment Agreement and the Addendum thereto.

214. As a direct and proximate result of the breaches by Defendants Godur and Capital Max, Plaintiffs have suffered significant financial damages.

215. Plaintiffs are also entitled to recover their reasonable attorneys' fees and costs incurred in connection with bringing this action, as provided for by law and pursuant to the terms of the Master Repayment Agreement and Addendum thereto.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur and Capital Max Group, LLC, awarding them compensatory damages in an amount to be proven at trial plus pre-judgment and post-judgment interest, attorneys' fees, costs, and any other relief this Court deems just and proper.

COUNT IV: BREACH OF CONTRACT
(Against Justin Godur)

216. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

217. In or about February 2024, Mullins and Justin Godur entered into a valid and enforceable oral agreement (the "Downtowner Agreement").

218. Pursuant to the Downtowner Agreement, Godur would pay Mullins \$100,000 in exchange for Godur receiving an equity interest in the prospective purchase of a hotel property in Las Vegas known as The Downtowner.

219. The \$100,000 payment from Godur was intended to reimburse Mullins for the earnest money deposit of the same amount that Mullins had contributed in connection with the offer to purchase The Downtowner.

220. In exchange for Godur's promise to pay Mullins \$100,000, Mullins and his business partner agreed to provide Godur with an equity interest in the Downtowner transaction, which Godur subsequently received.

221. Plaintiffs fully performed all of their obligations under the Downtowner Agreement.

222. Defendant Godur materially breached the Downtowner Agreement by failing to pay Mullins the promised \$100,000.

223. As a direct and proximate result of Godur's breach of the Downtowner Agreement, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendant Justin Godur, awarding them compensatory damages in an amount to be proven at trial but no less than \$100,000, plus pre-judgment and post-judgment interest, attorneys' fees, costs, and any other relief this Court deems just and proper.

COUNT V: CIVIL THEFT
(Against Justin Godur and Capital Max)

224. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

225. This count is brought pursuant to section 772.11, Florida Statutes, which provides a civil cause of action for theft as defined in section 812.014, Florida Statutes.

226. Capital Max and Justin Godur knowingly obtained or used, or endeavored to obtain or use, Plaintiffs' property, specifically at least \$390,000 in funds transferred by Plaintiffs to Capital Max at Godur's direction.

227. Defendants obtained and exercised control over Plaintiffs' funds with felonious intent to, either temporarily or permanently, (i) deprive Plaintiffs of their right to the property or a benefit from the property, and (ii) appropriate the property to their own use or to the use of persons not entitled to the use of the property.

228. The felonious intent of Godur and Capital Max is evidenced by their calculated and continuous scheme to defraud Plaintiffs. Godur, acting for himself and Capital Max, solicited funds for specific, represented purposes – such as securing lines of credit, purchasing lender's insurance, and obtaining a general contractor license – with no intention of using the funds for those purposes. Instead, Defendants converted the funds for their own use and benefit.

229. Godur's felonious intent is further demonstrated by his admission to Mullins that he never even applied for the third line of credit, despite having solicited and received \$150,000 from Plaintiffs for that express purpose.

230. Defendant Godur was the architect and primary executor of the theft, making the material misrepresentations that induced Plaintiffs to transfer the funds. Defendant Capital Max, which Godur controlled, was the direct recipient of the stolen funds via wire transfer and served as the primary vehicle for the theft.

231. As a statutory condition precedent to filing this claim, on June 17, 2025, Plaintiffs served a written demand upon Defendants Justin Godur and Capital Max for payment of three times the amount of Plaintiffs' damages, pursuant to section 772.11(1), Florida Statutes. A true and correct copy of the Demand Letter is attached hereto as **Exhibit 4**.

232. More than 30 days have passed since the demand was served.

233. Defendants have failed to make payment as demanded.

234. As a direct and proximate result of Defendants' theft, Plaintiffs have been injured and have suffered damages in an amount to be proven at trial, but not less than \$390,000.

235. Pursuant to section 772.11, Florida Statutes, Plaintiffs are entitled to recover threefold the actual damages sustained, plus their reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur and Capital Max Group, LLC, jointly and severally, for three times their actual damages, plus pre- and post-judgment interest, reasonable attorneys' fees, costs, and such other and further relief as the Court deems just and proper.

COUNT VI: FRAUDULENT INDUCEMENT
(Against Justin Godur and AnnaMarie DeFrank)

236. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

237. Defendants Godur and DeFrank made false statements of material fact when they represented that the Deerfield Property would be renovated to include a second story and that this addition would significantly increase the property's value.

238. These statements were material to Mullins's decision to enter into a purchase and sale agreement, as the projected value was predicated on this specific, substantial renovation.

239. Upon information and belief, Godur and DeFrank knew that their representations were false at the time they were made, or they made them with reckless disregard for the truth. Godur and DeFrank were aware that the property's foundation could not support a second story when they induced Mullins to sign the PSA.

240. Godur and DeFrank made these false representations with the specific intent of inducing Mullins to rely on them and execute a purchase and sale agreement for the Deerfield Property.

241. On information and belief, Godur and DeFrank then used Mullins's executed PSA to induce Pinnacle Capital to approve the purchase of the Deerfield Property, demonstrating that their misrepresentations to Mullins were a critical part of a larger fraudulent scheme.

242. Mullins justifiably relied on the misrepresentations made by Godur and DeFrank. Godur had cultivated an image of a sophisticated real estate investor, and DeFrank was presented as a licensed real estate professional and the Director of Real Estate for Capital Max.

243. They presented Mullins with information that lent credibility to their false claims, making Mullins's reliance on their purported expertise reasonable under the circumstances.

244. As a direct and proximate result of their justifiable reliance on the fraudulent misrepresentations made by Godur and DeFrank, Plaintiffs have suffered significant injury to their business and property.

245. Mullins's execution of the purchase and sale agreement, which was induced by the fraud, led directly to Pinnacle Capital filing a lawsuit against him, asserting claims for fraud and civil theft, among others.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur and AnnaMarie DeFrank for compensatory damages, punitive damages, pre- and post-judgment interest, attorneys' fees, costs, and such other and further relief as the Court deems just and proper.

COUNT VII: CIVIL CONSPIRACY TO COMMIT FRAUD
(Against All Defendants)

246. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

247. Defendants Justin Godur, Capital Max, Jaime Godur, and AnnaMarie DeFrank entered into an express or implied agreement to commit fraud against Plaintiffs.

248. The unlawful purpose of the conspiracy was to induce Plaintiffs to part with substantial sums of money by making a series of material misrepresentations and false promises regarding illusory lines of credit, sham business opportunities, and other fraudulent ventures, and to convert those funds for Defendants' own use and benefit.

249. In furtherance of the conspiracy, each Defendant committed overt acts, including but not limited to the following:

250. Justin Godur and Capital Max acted as the primary architects and executors of the scheme. Godur made the initial and subsequent fraudulent misrepresentations to Mullins to solicit funds for sham lines of credit, insurance, and licenses; created sham partnership and employment agreements to perpetuate the fraud; and directed Mullins to wire funds to Capital Max, which served as the financial vehicle for the conspiracy.

251. Jaime Godur, in his role as the purported leader of the "family office," lent his name and reputation to the scheme to bolster its credibility. More significantly, when Mullins began to question the legitimacy of the scheme, Jaime Godur personally intervened, making his own false representations to Mullins to lull his suspicions and ensure the continuation of the fraud. He also made subsequent promises to repay Mullins, which were not honored, further perpetuating the scheme.

252. AnnaMarie DeFrank, in her capacity as Capital Max's Director of Real Estate, actively participated in the conspiracy by furthering the fraudulent Deerfield Property transaction. She made material misrepresentations to Mullins regarding the property's development potential and value and prepared the purchase and sale agreement, all of which were instrumental in keeping Mullins entangled in Defendants' web of deceit and inducing a third party to purchase the property.

253. Each Defendant had knowledge of the unlawful purpose of the conspiracy and, by their words and actions, manifested an agreement to participate in the common goal of defrauding Plaintiffs.

254. As a direct and proximate result of the overt acts committed by Defendants in furtherance of their conspiracy, Plaintiffs suffered significant financial damages, as well as other consequential damages.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendants Justin Godur, Capital Max Group, LLC, Morris Jaime Godur, and AnnaMarie DeFrank, jointly and severally, for compensatory and punitive damages, pre- and post-judgment interest, attorneys' fees, costs, and such other and further relief as the Court deems just and proper.

COUNT VIII: AIDING AND ABETTING FRAUD
(Against Morris Jaime Godur)

255. Plaintiffs re-allege and incorporate by reference the allegations contained in paragraphs 1-183 as though fully set forth herein.

256. This count is asserted against Defendant Morris Jaime Godur for aiding and abetting the fraud perpetrated by Defendants Justin Godur and Capital Max.

257. Defendants Justin Godur and Capital Max committed fraud by, among other things, inducing Plaintiffs to pay hundreds of thousands of dollars for illusory lines of credit, sham insurance policies, and other nonexistent business ventures based on a series of material misrepresentations.

258. Jaime Godur had actual knowledge of the fraudulent scheme.

259. Justin Godur consistently represented that he and Jaime Godur operated a family office and that Jaime Godur led most of its operations. More directly, when Mullins expressed

skepticism about the legitimacy of the European Fund – a core component of the fraud – Jaime Godur personally intervened to vouch for the scheme. He falsely reassured Mullins that the European Fund was legitimate, thereby demonstrating his knowledge of and complicity in the specific misrepresentations used to defraud Plaintiffs.

260. Jaime Godur provided substantial assistance to the fraudulent scheme in at least two critical ways.

261. First, he knowingly allowed his name, reputation, and his company, Q7 Capital LLC, to be used by Justin Godur to create an aura of legitimacy and success, which was essential to inducing Plaintiffs' initial and continued trust in the scheme.

262. Second, Jaime Godur provided direct and active assistance by making his own material misrepresentations to Mullins at a crucial moment. His false assurances about the European Fund were specifically intended to, and did, lull Mullins's growing suspicions, thereby perpetuating the fraud and preventing its premature discovery.

263. As a direct and proximate result of Jaime Godur's knowing and substantial assistance to the fraud committed by Justin Godur and Capital Max, Plaintiffs were induced to make and not seek immediate recovery of their payments, causing them to suffer significant financial damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs Kristopher Mullins and KCM Investments, LLC respectfully request that this Court enter judgment in their favor and against Defendant Morris Jaime Godur for compensatory and punitive damages, pre- and post-judgment interest, attorneys' fees, costs, and such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs, Plaintiffs Kristopher Mullins and KCM Investments, LLC, demand a trial by jury as to all issues so triable.

Dated: December 5, 2025

Respectfully submitted,

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