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June 1, 2025

**VIA EMAIL**

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**RE: *Demand that Jelly What, LLC Cease and Desist From Soliciting Franchisees and Master Franchisees of CWE America, LLC (“Cease and Desist Letter”)***

Dear Ryan,

I am writing on behalf of CWE America, LLC (“CWE” or “Plaintiff”) as a follow up to my letter dated May 30, 2025 (the “Termination Letter”) effectuating termination of the Special Platform License Agreement, as amended (the “Agreement”), effective at 11:59 p.m. on May 31, 2025.

The Termination Letter demanded that Jelly What, LLC (“Jelly What” or “Defendant”) refrain from soliciting any of CWE’s franchisees or master franchisees. *See* Termination Letter, p. 3. The Termination Letter specifically advised that such solicitation would constitute tortious interference. *Id.* The Termination Letter further requested that Jelly What cease providing access to the Fusion Platform to CWE and its franchisees as of 11:59 p.m. Eastern Time on May 31, 2025. *Id.*

CWE has learned that Jelly What is offering CWE’s franchisees the opportunity to enter a relationship directly with Jelly What and to use the Fusion Platform for \$100 per month. CWE has the right to specify required software, computer, and other systems used by franchisees. Franchisees are also obligated to comply with CWE’s then-current Terms of Use and Privacy Policies. As of 11:59 p.m. on May 31, 2025, Jelly What ceased to be an authorized provider of any services to CWE franchisees or master franchisees, including with respect to the Fusion

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Platform, and any franchisee who uses the Fusion Platform rather than CWE's required software, computer, and other systems will be in material breach of their franchise agreement.

Accordingly, Jelly What's solicitation of CWE's franchisees to enter a relationship directly with Jelly What constitutes tortious interference, among other violations of CWE's rights. CWE hereby demands that Jelly What immediately cease and desist from providing, or offering to provide, any services to CWE franchisees or master franchisees, including with respect to the Fusion Platform.

If Jelly What fails to comply with this Cease and Desist Letter, CWE reserves the right to seek a temporary restraining order, and preliminary and permanent injunctive relief to prevent further tortious interference by Jelly What, as well as to recover its attorneys' fees and costs incurred in obtaining Jelly What's compliance with the demands in this Cease and Desist Letter.

CWE reserves all rights.

Very truly yours,



Scott McIntosh

cc: CWE America, LLC