

1 Michael E. Weinsten, Esq. (SBN: 155680)
 mweinsten@linerlaw.com
 2 Michael L. Novicoff, Esq. (SBN: 120133)
 mnovicoff@linerlaw.com
 3 Daniel R. Gutenplan, Esq. (SBN: 260412)
 dgutenplan@linerlaw.com
 4 LINER GRODE STEIN YANKELEVITZ
 SUNSHINE REGENSTREIF & TAYLOR LLP
 5 1100 Glendon Avenue, 14th Floor
 Los Angeles, California 90024-3503
 6 Telephone: (310) 500-3500
 Facsimile: (310) 500-3501

FILED
 LOS ANGELES SUPERIOR COURT

NOV 19 2010

JOHN A. CLARKE, CLERK
 BY RAUL SANCHEZ, DEPUTY

7 Attorneys for Defendants and Cross-Complainants
 8 Paris Hilton and Paris Hilton Entertainment, Inc., and
 Defendants Rick Hilton and Beanstalk Group
 9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 HAIRTECH INTERNATIONAL, INC., a)
 Georgia corporation, CHRIS VOLEK, an)
 14 individual,)

Case No. BC443465
 [Assigned for all purposes to the
 Hon. Gregory W. Alarcon, Department 36]

15 Plaintiffs,)

CROSS-COMPLAINT FOR:

16 vs.)

- 17 1. BREACH OF CONTRACT;
- 18 2. MISAPPROPRIATION OF NAME
- AND LIKENESS (CAL. CIV. CODE
- 19 § 3344);
- 20 3. FRAUD; AND
- 21 4. ACCOUNTING

17 PARIS HILTON, an individual; RICK HILTON,)
 an individual; PARIS HILTON)
 18 ENTERTAINMENT, INC., a California)
 corporation; BEANSTALK GROUP, an entity of)
 19 unknown form; DOES 1-20,)

20 Defendants.)

21 PARIS HILTON, an individual; and PARIS)
 22 HILTON ENTERTAINMENT, INC., a)
 California corporation,)

Date Action Filed: August 11, 2010

23 Cross-Complainants,)

24 vs.)

25 HAIRTECH INTERNATIONAL, INC., a)
 26 Georgia corporation; CHRIS VOLEK, an)
 individual; and ROES 1-20.,)

27 Cross-Defendants.)
 28

Fees paid 9-29-2010 \$1700

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1 Defendants/Cross-Complainants Paris Hilton and Paris Hilton Entertainment, Inc.
2 (collectively "Cross-Complainants") allege:

3 **INTRODUCTION**

4 Hairtech's lawsuit against Paris Hilton and her co-defendants is born of pure fiction,
5 conceived by Hairtech principal Chris Volek, a man described by his own lawyer as "bad business"
6 and "hopeless." Exh. A. Indeed, in January of this year, this same attorney (who was not
7 representing Volek at the time) complained to Ms. Hilton's counsel that "Volek [isn't] performing
8 in terms of sales, honesty, and payment such that no one makes money with these guys. We also
9 believe they won't pay your client fairly either. *They have left a trail of complaints and defrauded*
10 *victims in their wake.*" Exh. A (emphasis added). Unfortunately, he predicted correctly, and Ms.
11 Hilton is now the latest victim in Volek's wake of broken promises and bad faith business practices.

12 Paris Hilton is an actress, model, reality TV star and business woman who has worked hard
13 over the past ten years to build one of the most recognizable and sought-after celebrity brands
14 worldwide. In late 2006 and early 2007, Hairtech and Volek sought to capitalize on Ms. Hilton's
15 brand and fame by offering to pay substantial "guaranteed" royalties in exchange for the right to
16 associate Ms. Hilton's brand with their line of hair products. As part of the exchange, Ms. Hilton
17 also agreed to perform certain promotional services, including commercials, photo shoots and live
18 appearances. As demonstrated by Volek's continuing praise of Ms. Hilton during the term of their
19 agreements- in emails he repeatedly refers to Ms. Hilton as a "star," "truly amazing," "sensational"
20 and "freaking Stunning" (Exh. B)- she more than met her obligations. Confirming this fact, *just*
21 *three months before filing this lawsuit*, Volek's attorney wrote the following to Ms. Hilton's
22 counsel: "Mr. Volek notes that his relations with both the Paris Hilton parties and the Beanstalk
23 parties has been amicable, professional, and honorable, and it is hoped that these relations continue
24 to be so"- - a stark contrast with the words he had for his own client a few months earlier. Exh. C.

25 While Ms. Hilton and her representatives have indeed been professional and honorable
26 throughout, Volek and Hairtech clearly have not. Hairtech has breached its licensing agreements
27 with Ms. Hilton and her company by, among other things, failing to pay in excess of \$1.7 million in
28 guaranteed payments long overdue, and by failing to provide proper accounting reports as required

1 by their agreements. Hairtech and Volek have further violated Ms. Hilton's rights of publicity by
2 continuing to exploit Ms. Hilton's brand in connection with hair extension products after the
3 expiration of their license, without consent from and compensation to Ms. Hilton. They have also
4 committed fraud by secretly altering documents presented to Ms. Hilton's company for signature.

5 Adding insult to injury, Hairtech and Volek have now launched this tactical lawsuit, riddled
6 with demonstrably false accusations for the sole purpose of garnering media attention and
7 extorting maximum concessions from Ms. Hilton. As but one example of this sham, Volek's
8 lawsuit claims that a commercial for Hairtech's "The Ultimate Brush" could not be completed,
9 because Ms. Hilton allegedly appeared on set wearing a competitor's hair extensions. In fact, the
10 very day after the shoot, Volek wrote to Ms. Hilton: "Hey Paris. I know it was a long day, but baby
11 you 'Rocked.' Just from the takes I saw this is going to be one hellava commercial, you were
12 genuinely amazing." Exh. D. To her manager, he wrote "It went really unbelievably well." Exh.
13 E. A few months later, he again wrote Ms. Hilton that "the commercial is going to be a hit" and
14 make her a "fortune." Exh. F. In the words of his own lawyer, Volek clearly has "not perform[ed]
15 in terms of . . . honesty."

16 As a result, Ms Hilton is now forced to rely on the courts to set the record straight, and to
17 recover the millions now due her and her company for the numerous breaches of contract, fraud
18 and other tortious conduct perpetrated by Volek and his company.

19 **THE PARTIES**

20 1. Defendant/Cross-Complainant Paris Hilton is, and at all relevant times herein was,
21 an individual residing in Los Angeles, California.

22 2. Defendant/Cross-Complainant Paris Hilton Entertainment, Inc. ("PHE") is, and at
23 all times relevant hereto was, a California corporation with its principal place of business in Los
24 Angeles, California.

25 3. Plaintiff/Cross-Defendant Hairtech International, Inc. ("Hairtech") is, and at all
26 times relevant hereto was, a Georgia corporation with its principal place of business in Los
27 Angeles, California.

28

1 4. Plaintiff/Cross-Defendant Chris Volek is, and at all relevant times herein was, an
2 individual residing in Los Angeles, California.

3 5. Defendants/Cross-Complainants are ignorant of the true names and capacities of
4 the Cross-Defendants sued herein as Roes 1 through 20, inclusive, and therefore sue these Cross-
5 Defendants by such fictitious names. Defendants/Cross-Complainants will amend this Cross-
6 Complaint to allege their names and capacities when ascertained. Defendants/Cross-Complainants
7 are informed and believe and, on that basis allege, that each such fictitiously-named Cross-
8 Defendant is responsible in some manner for the damages alleged herein and that
9 Defendants/Cross-Complainants losses and damages were proximately caused by such conduct.

10 6. At all times relevant herein, each of the Cross-Defendants was the agent,
11 representative, and/or employee of each of the remaining Cross-Defendants, and in doing the things
12 hereinafter alleged, was acting within the course and scope of such relationship and each of the
13 Cross-Defendants approved and ratified the conduct of the each of the remaining Cross-
14 Defendants.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Contract)**

17 **Paris Hilton and PHE against Hairtech and Roes 1-20**

18 7. Cross-Complainants incorporate by reference Paragraphs 1 through 6, inclusive, as
19 though fully set forth herein.

20 8. In or about December 2006, Cross-Complainants entered into a written agreement
21 (the "Memorandum of Agreement" or "MOA") with Cross-Defendant Hairtech, pursuant to which
22 PHE agreed to lend to Hairtech certain promotional services of Paris Hilton and a non-exclusive
23 license to use Ms. Hilton's name and likeness in connection with professional hair extensions
24 branded under the name "DreamCatchers." In exchange for these services and the license, Hairtech
25 agreed to pay PHE a minimum guarantee of \$3,000,000, payable in three annual installments of
26
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1 \$1,000,000 with the final payment to be made on or before June 30, 2009.¹ In addition to the
2 guaranteed payments, PHE was entitled to a 10% royalty on gross receipts in excess of the
3 guaranteed minimum payment. Hairtech was further required to provide quarterly accountings to
4 PHE and Ms. Hilton. The MOA, including Hairtech's right to use Ms. Hilton's name and likeness
5 in connection with the DreamCatcher's hair extension product, expired by its own terms on June
6 30, 2010.

7 9. In or about August 2007, PHE and Hairtech entered into a second written agreement
8 (the "License Agreement"), effective as of May 15, 2007. The License Agreement provides
9 Hairtech with a non-exclusive license to use Ms. Hilton's name and likeness in connection with
10 certain other hair products, including "wet care" products such as shampoos, electrical hair
11 accessories, brushes and combs. On its face, the License Agreement does not apply to the hair
12 extensions covered by the MOA. As with the MOA, the License Agreement also provides for Ms.
13 Hilton, subject to various approval rights and availability, to perform certain promotional services,
14 including personal appearances and commercials. In exchange for these rights and services, the
15 License Agreement requires Hairtech to pay PHE a minimum guaranteed royalty of \$2,145,000,
16 payable in annual installments of \$715,000, with payments to be completed by November 15, 2009,
17 plus a royalty of 10% of net sales after recoupment of the minimum guarantee. As with the MOA,
18 Hairtech was required to provide quarterly accounting reports. The License Agreement further
19 requires Hairtech to comply with "all applicable laws" in connection with the manufacture, sale,
20 distribution and advertising of the products sold thereunder.

21 10. In addition to the duties expressed in the MOA, Cross-Defendants owed and
22 continue to owe Cross-Complainants an implied covenant of good faith and fair dealing.

23 11. Cross-Complainants have performed all conditions, covenants and promises
24 required to be performed by Cross-Complainants under the Agreement, except those, if any, that
25 have been prevented or otherwise excused by Cross-Defendants' conduct.

26 _____
27 ¹ At the request of Chris Volek, PHE later agreed to extend payment of the final installment by
28 dividing that installment into four payments of \$262,500 to be paid commencing on November 1,
2009 with completion by June 30, 2010.

1 12. Despite Cross-Defendants' repeated acknowledgement that Ms. Hilton performed
2 her promotional services above and beyond what was required by her agreements, Hairtech has
3 breached the MOA and License Agreement by failing and refusing to pay PHE and Ms. Hilton in
4 excess of \$1.7 million in minimum guaranteed payments due under these contracts- \$1,050,000
5 under the MOA and \$715,000 under the License Agreement, and by failing to provide quarterly
6 accounting statements as required by each of these agreements.

7 13. Cross-Defendants have further breached the express and implied terms of the MOA
8 by continuing to use Ms. Hilton's name and likeness in connection with the sale of DreamCatchers
9 hair extensions beyond the term of the MOA, which concluded on June 30, 2010, including on
10 Hairtech's web site. They have continued to do so without the consent of Ms. Hilton and/or PHE,
11 and despite being notified of the breach. In effect, Hairtech and Volek have stolen rights that they
12 themselves have valued (at least as of 2007) at \$1,000,000 per annum or \$83,333 per month, thus
13 resulting in damages in excess of \$400,000 as of the filing of this Cross-Complaint.

14 14. As a direct and proximate result of these breaches, PHE and Ms. Hilton have been
15 damaged in an amount to be proven at trial but no less than \$2,100,000.

16 **SECOND CAUSE OF ACTION**

17 **(Violation of Right of Publicity, Cal. Civ. Code § 3344)**

18 **Paris Hilton and PHE against Hairtech, Chris Volek and Roes 1-20**

19 15. Cross-Complainants incorporate by reference Paragraphs 1 through 14, inclusive, as
20 though fully set forth herein.

21 16. After the expiration of the MOA, Cross-Defendants continued to knowingly use Ms.
22 Hilton's name and likeness in connection with the advertising and sales of professional hair
23 extensions and other hair products without consent and without compensation to Ms. Hilton or
24 PHE.

25 17. As a direct and proximate result of Cross-Defendants' widespread, unauthorized,
26 commercial use of Ms. Hilton's name and likeness, PHE and Ms. Hilton have been damaged in an
27 amount to be determined at trial, but which is no less than \$400,000.

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1 18. As a direct and proximate result of Cross-Defendants' widespread, unauthorized,
2 commercial use of Ms. Hilton's name and likeness, PHE and Ms. Hilton are further entitled to
3 punitive damages as expressly provided for under California Civil Code § 3344. At the time of
4 their misappropriation of Ms. Hilton's name and likeness, Cross-Defendants expressly knew that
5 PHE and Ms. Hilton had not authorized or consented to the use of her name and likeness beyond
6 the term of the MOA, and acted in willful and conscious disregard of Ms. Hilton's and PHE's
7 rights, and/or with oppression, fraud or malice.

8 19. Cross-Defendants are further entitled to statutory attorneys fees as provided in
9 California Civil Code § 3344.

10 **THIRD CAUSE OF ACTION**

11 **(Fraud)**

12 **Paris Hilton and PHE against Hairtech, Chris Volek and Roes 1-20**

13 20. Cross-Complainants incorporate by reference Paragraphs 1 through 19, inclusive, as
14 though fully set forth herein.

15 21. In or about May 2009, Hairtech and Volek requested that PHE extend the License
16 Agreement to include additional distribution channels.

17 22. To that end, The Beanstalk Group, LLC ("Beanstalk"), as Ms. Hilton's licensing
18 agent, began direct negotiations with Volek as to what additional distribution channels could be
19 added. On July 15, 2009, Beanstalk sent to Volek and Hairtech an amendment adding certain
20 specific distribution channels with a request to Volek that he "[p]lease sign and date three copies of
21 the Amendment where indicated and return them to my attention here at Beanstalk." No other
22 terms had been discussed or agreed upon, other than what was included in the amendment sent by
23 Beanstalk.

24 23. Unbeknownst to Beanstalk, PHE and Paris Hilton, Hairtech and Volek unilaterally
25 and secretly altered the agreed upon document to add new terms not previously negotiated or
26 disclosed. Specifically, in addition to the new channels of distribution (the only new terms
27 Beanstalk, and thereby PHE and Ms. Hilton, agreed upon), Volek and Hairtech altered the
28 amendment to add a clause giving Hairtech rights to distribute three additional products under the

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1 Licensing Agreement- the Band-It hair extension, the Clip-N-Go hair extension and nail-polish.
2 They then sent that document directly to the secretary of Ms. Hilton's father, Rick Hilton, to obtain
3 a counter-signature, thereby knowingly bypassing Beanstalk who was representing Ms. Hilton's
4 interests in the matter.

5 24. Further, despite a clear duty to disclose that the amendment signed by Volek was
6 not the same one presented for signature by Beanstalk, neither Volek nor anyone else at Hairtech
7 disclosed to Mr. Hilton or his secretary that they had altered the document. Cross-Defendants are
8 informed and believe, and on that basis allege, that Volek and Hairtech intended to conceal this fact
9 from Ms. Hilton, PHE, Beanstalk, and Mr. Hilton for the sole purpose of obtaining substantial new
10 rights that were not previously negotiated or agreed upon and for no additional compensation. As
11 specific evidence of this fraudulent intent, when Beanstalk reached out to Volek to inquire as to the
12 status of his signing the document, Volek simply ignored the inquiry and did not disclose that he
13 had altered the document and sent to Mr. Hilton's secretary for counter-execution.

14 25. Had the true facts been known, Beanstalk (on behalf of PHE and Ms. Hilton) would
15 have demanded that the new language be removed and/or taken alternative steps to prevent
16 execution of the document. Mr. Hilton, who also did not know of the alteration, executed the
17 document on behalf of PHE believing he was signing a document negotiated and approved by
18 Beanstalk. However, Beanstalk and Mr. Hilton (on behalf of PHE and Ms. Hilton) reasonably
19 relied on material facts concealed by Hairtech and Volek, which facts they had a duty to disclose
20 under the circumstances.

21 26. After discovering the fraud, in or around November 2009, Beanstalk's general
22 counsel confronted Volek about Volek's deception. In an apparent attempt to forestall legal action,
23 Volek falsely promised to pay Ms. Hilton the monies then overdue on the MOA and License
24 Agreement. No further monies, however, were paid, and neither PHE nor Ms. Hilton have ever
25 consented to the falsified version of Third Amendment to the License Agreement.

26 27. As a direct and proximate result of the fraud perpetrated by Hairtech and Volek,
27 PHE and Ms. Hilton have been damaged in an amount to be proven at trial, but which is believed to
28 be in excess of \$500,000.

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1 28. Cross-Complainants are informed and believe that Cross-Defendants acted with
2 malice, oppression or fraud, and in willful disregard of Cross-Complainants' rights and interests.
3 Cross-Defendants are, therefore, entitled to exemplary damages for the sake of example and by
4 way of punishing Cross-Defendants in an amount to be established at trial.

5 29. Further, as a result of their fraud perpetrated against Ms. Hilton and PHE, Hairtech
6 and Volek have received money and/or other valuable consideration and have been unjustly
7 enriched at the expense of Cross-Complainants, and they will continue to be unjustly enriched as
8 long as they continue to exploit Ms. Hilton's brand on products for which they have no license.
9 Cross-Defendants, therefore, hold any and all revenues and other consideration generated from the
10 exploitation of Ms. Hilton's brand without a license and without her consent, plus interest on such
11 amounts, as an involuntary constructive trustee in constructive trust for Cross-Complainants.

12 30. Cross-Defendants are also entitled to declaratory relief. An actual controversy has
13 arisen and now exists between Cross-Complainants, on the one hand, and Cross-Defendants, on the
14 other hand, concerning their respective rights and obligations under the MOA and License
15 Agreement. Cross-Complainants contend, among other things, that the Third Amendment to the
16 License Agreement was fraudulently procured that, therefore, the amendment never existed and/or
17 otherwise is void *ab-initio*. Cross-Complainants are informed and believe that Cross-Defendants
18 deny all of the above obligations.

19 31. A judicial declaration of the parties' rights and obligations is necessary and
20 appropriate at this time so that the parties may proceed in accordance with their rights as
21 determined by the Court.

22 32. Specifically, Cross-Complainants seek an order from this Court that the Third
23 Amendment to the License Agreement was procured through fraud and, therefore, is ineffective
24 and void *ab initio*, that neither Hairtech nor Volek may claim any rights thereunder, and that to the
25 extent that Hairtech and/or Volek have purported to exercise rights under the Third Amendment,
26 that they do not otherwise have, they are liable to PHE and Ms. Hilton for resulting damages.

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1 **FOURTH CAUSE OF ACTION**

2 **(Accounting)**

3 **Paris Hilton and PHE against Hairtech and Roes 1-20**

4 33. Cross-Complainants incorporate by reference Paragraphs 1 through 32, inclusive, as
5 though fully set forth herein.

6 34. The express and implied terms of the MOA and License Agreement require that
7 Cross-Defendants account properly to Cross-Complainants for Cross-Complainants' proper share of
8 sales and revenues from products sold pursuant to these agreements.

9 35. There currently exists some balance due to Cross-Complainants which is instead
10 being detained by Cross-Defendants.

11 36. Cross-Defendants are in charge of, and have control of, all information necessary to
12 determine Cross-Complainants' proper share of revenue due under the MOA and License
13 Agreement. Cross-Defendants do not have access to this information.

14 37. A judicial accounting is necessary to determine Cross-Defendants' proper share of
15 revenue due under the MOA and Licensing Agreement.

16
17 **PRAYER**

18 WHEREFORE, Cross-Complainants pray for judgment as follows:

19 1. As to the First Causes of Action: for damages according to proof at trial, but no less
20 than \$2,100,000;

21 2. As to the Second Cause of Action: for damages according to proof at trial, but no
22 less than \$400,000, punitive damages according to proof, and statutory attorneys fees.


23 3. As to the Third Cause of Action: for damages according to proof at trial, but no less
24 than \$500,000, declaratory relief as set forth above, punitive damages according to proof, and for a
25 constructive trust to be imposed on all revenues received by Cross-Defendants in connection with
26 products sold bearing Ms. Hilton's name and/or likeness without Cross-Complainants' consent.

27 4. As to the Fourth Cause of Action: for an accounting of all revenues due Cross-
28 Complainants under the MOA and License Agreement.

1 5. As to all causes of action: (a) For interest (pre-judgment and post-judgment) at the
2 maximum legal rate; (b) for costs of suit; and (c) for such other relief as the Court deems just and
3 proper.

4
5 Dated: November 19, 2010

LINER GRODE STEIN YANKELEVITZ
SUNSHINE REGENSTREIF & TAYLOR LLP

6
7 
8 By: _____

9 Michael E. Weinsten
10 Attorneys for Defendants
11 Paris Hilton, Rick Hilton, Paris Hilton
12 Entertainment, Inc., and Beanstalk Group



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EXHIBIT A

From: christopherbrainard@gmail.com [mailto:christopherbrainard@gmail.com]
Sent: Tuesday, January 12, 2010 11:24 AM
To: P.J. Shapiro
Subject: Re: Our Position

Paul J. Shapiro,

I understand and I remain tied up in court today so I'm in the same boat and cannot call until later today. However, I can lay out my thoughts in email.

My question to you is can Paris provide a direct license to us absent Cohen, Volek, and Hairtech? I mean is she contractually allowed to? Because Cohen and Volek aren't performing in terms of sales, honesty, and payment such that no one makes money with these guys. We also believe they won't pay your client fairly either. They have left a trail of complaints and defrauded victims in their wake.

We want to keep Paris' endorsement and to pay her a fair royalty directly on future product sales, but we don't want to work with Volek and Cohen any more because they are bad business, killing the product, and the market. I have spoken with Volek and Cohen and they haven't been straight with me and we think they are hopeless.

I can assure that we can handle Tre Milano if that is a concern, our legal team is the best and the litigation Tre Milano continues is frivolous, i.e., we will defend and indemnify you guys should the need arise and it probably won't and we are going to continue to beat Tre Milano. The proof is in their continued failure for to secure any restraining orders against our selling the Rolling Styler, we are the only one with this patent and product and they are going to be Rule 11 sanctioned for continuing litigation after they have signed off on a full release specifying that we have the right to sell the Rolling Styler. Bottomline is they have been trying since long before Paris' endorsement to stop is and have been unable to secure a restraining order, they aren't entitled to one, and we are free to market and sell the product. Nothing has changed that would prevent Paris' further endorsement, we only request it be via a direct license not through Hairtech.

We want a direct endorsement and license from Paris (no Volek, Cohen, or Hairtech) that provides we can sell the product as "The Rolling Styler endorsed by Paris Hilton" and we will pay fair royalties directly to Paris as well.

Can you and I make this agreement?

Respectfully,

TMZ

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EXHIBIT B

COPYCENTER

From: Chris Volek [chris@hairtech.com]
Sent: Saturday, July 25, 2009 5:50 PM
To: Paris Hilton
Subject: RE: I love the commercial

Cookie you are a star, what more can I say?

Regarding the pic we are using the one of you in the pink robe, it is on the inside (this way we can get more of you. I will drop off some completed - with packaging - for you).

As far as the whole mobile thing is concerned, let me try to explain. I own the Vanity text code for all cell phones (72747) which spells PARIS. That way whenever we run an advert to the public to text a certain phrase to PARIS e.g. text BFF to PARIS for the brush commercial. Then text polish to PARIS for the nail polish commercial and so on. This way we will know what product the person is responding to and more importantly we can instantly text back and let them know where to purchase the product.

Paris we are the leaders in this form of marketing and have all the latest technology available to be able to build a huge data base that will give us the ability to even offer such things as in store discount coupons or send out a weekly beauty tip i.e. which polish color you think is hot etc.

We don't have any other Company doing this for us, we have the ability to do this all in house, this is why I want to get together with you to explain this exciting program to you.

As I said this is going to blow you away.

Cheers

Chris Volek
Office 310 550 9021
Fax 310 550 9023
1-800-200-HAIR
9255 SUNSET BLVD
BEVERLY HILLS. CA

REDACTED

COPYCENTER

From: Chris Volek [chris@hairtech.com]
Sent: Friday, November 20, 2009 10:37 AM
To: Paris Hilton
Subject: You rocked it.
Hey Baby Doll

Just wanted to thank you for the other night. You looked freaking Stunning and the way you handled the event was amazing. This really is the start of something big on a global scale.

Have a good one.

Cheers

Chris Volek
Office 310 550 9021
Fax 310 550 9023
1-800-200-HAIR
9255 SUNSET BLVD
BEVERLY HILLS, CA



COPYCENTER

From: Chris Volek [chris@hairtech.com]
Sent: Wednesday, September 23, 2009 1:03 PM
To: Paris Hilton
Subject: yesterday

Hey Girl

Just wanted to really thank you for yesterday, you were truly amazing and from the few clips/playbacks I saw yesterday this is going to be Huge.

Once again thanks.

Cheers

Chris Volek
Office 310 550 9021
Fax 310 550 9023
1-800-200-HAIR
9255 SUNSET BLVD
BEVERLY HILLS. CA



COPYCENTER

From: Chris Volek [chris@hairtech.com]

Sent: Friday, June 05, 2009 8:01 PM

To: Paris Hilton; Ami Manning

Cc: Megan D'Amico

Hey Guys

Unbelievable: I have JUST seen a rough take on "behind the scenes" of Saturday and this is amazing. Hold the phone, break out the Champagne this is spectacular. In all honesty this was made for the word H O T. You folks are going to flip out; I have NEVER seen Paris look So. Sensational, and this is not even the commercial.

Wait and see. I am off to take a valium.

Chow

Chris Volek

Office 310 550 9021

Fax 310 550 9023

1-800-200-HAIR

9255 SUNSET BLVD

BEVERLY HILLS. CA



TMZ

TMZ

EXHIBIT C

Deneen Doherty

82859.152

om: P.J. Shapiro
Sent: Tuesday, May 04, 2010 10:23 AM
To: Deneen Doherty
Subject: FW: CEASE AND DESIST AS TO DEFENDANT DARRYL COHEN

From: Christopher Brainard, Esq. [mailto:christopherbrainard@gmail.com]
Sent: Tuesday, May 04, 2010 10:08 AM
To: corey.broms@beanstalk.com; deanna.Cahn@beanstalk.com
Cc: 'Chris Volek'; 'Rick Weed'; Darryl@HairTech.com; 'Michael E. Weinsten'; P.J. Shapiro
Subject: RE: CEASE AND DESIST AS TO DEFENDANT DARRYL COHEN

Dear Ms. Broms and Ms. Cahn,

While at the court house to file the summons and complaint, Chris Voiek asked me to stop based on further negotiations with Darryl Cohen. Mr. Volek has asked me to extend his thanks to Beanstalk for their integrity and support, neither of which is taken lightly. Based on Mr. Cohen's assurances, my client has authorized discussions for transfer of the license. Mr. Cohen, Mr. Flaherty, and Mr. Brazio are all authorized to negotiate subject to two conditions: (i) all negotiations, discussions, documents, and contracts will be fully disclosed; and (ii) that any resulting agreement(s) will require Mr. Volek's approval. Again, suit has not been filed, all rights are reserved, and it is hoped that all matters can be amicably resolved – it is our intention to create and execute a final general release between all involved parties at the conclusion of all negotiations and agreements. Thank you for your attention.

Very truly yours,
Christopher M. Brainard, Esq.,
C. M. Brainard & Associates
1715 Via El Prado, Unit 9
Redondo Beach, CA 90277
Tel: (310) 266-4115 Fax: (866) 222-1870

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From: Christopher Brainard, Esq. [mailto:christopherbrainard@gmail.com]
Sent: Monday, May 03, 2010 3:21 PM
To: 'corey.broms@beanstalk.com'; 'deanna.Cahn@beanstalk.com'
Cc: 'Chris Volek'; 'Rick Weed'; 'Darryl@HairTech.com'; 'Michael E. Weinsten'; 'PJS@ZiffrenLaw.com'
Subject: CEASE AND DESIST AS TO DEFENDANT DARRYL COHEN

Dear Corey Broms and Deanna Cahn,

Attached is a letter relating to Darryl Cohen. Be advised Mr. Cohen is being named in suit as a Defendant by the real party at interest Chris Volek on behalf of Hairtech and Dream Catchers. Be advised that Mr. Cohen has no authority whatsoever to represent, negotiate, or otherwise be made privy to any contracts or other dealings related to Hairtech

EXIC

11/22/10

and Dream Catchers – Mr. Volek has terminated any type of authorization had it ever existed. Further, be advised that Mr. Cohen has

REDACTED

such that he and anyone who associates with him relative to the agreements and opportunities of Mr. Volek, Hairtech, and Dream Catchers, will be held accountable along with Mr. Cohen in suit as a Defendant. Mr. Cohen was learned of only by and through Mr. Volek and constitutes a business trade secret. Further, all parties are on notice that all of Volek's, Hairtech's, and Dream Catcher's contacts, negotiations, and contracts were known by Mr. Cohen to be confidential and trade secret such that any dealings with Mr. Cohen will result in suit and proper equitable relief including but not limited to injunction.

Mr. Volek notes that his relations with both the Paris Hilton parties and the Beanstalk parties has been amicable, professional, and honorable, and it is hoped that these relations continue to be so.

Very truly yours,
Christopher M. Brainard, Esq.,
C. M. Brainard & Associates
1715 Via El Prado, Unit 9
Redondo Beach, CA 90277
Tel: (310) 266-4115 Fax: (866) 222-1870

PRIVILEGED AND CONFIDENTIAL

Notice: The information contained in this message may be privileged, confidential, and protected from disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this message, and then delete it from your computer.

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EXHIBIT D

COPYCENTER

From: Chris Volek [chris@hairtech.com]

Sent: Sunday, May 31, 2009 1:06 PM

To: Paris Hilton

Subject: Thanks

Hey Paris

I know it was a long day, but baby you "Rocked". Just from the takes I saw this is going to be one hellava commercial, you were genuinely amazing.

Cheers

PS Max is so taken by Marilyn that I am going to have to get him one.

Chris Volek

Office 310 550 9021

Fax 310 550 9023

1-800-200-HAIR

9255 SUNSET BLVD

BEVERLY HILLS, CA



11/22/18

EX. II

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EXHIBIT E

COPYCENTER

From: Chris Volek [chris@hairtech.com]
Sent: Wednesday, June 03, 2009 9:10 AM
To: Ami Manning
Cc: Paris Hilton
Subject: song
Hey Ami

Thanks for organizing everything for the shoot. It went really unbelievably well. One last request can we use Paris's song "nothing in this world" for the commercial? This would be good for everyone, especially as this commercial is going to be sh-t hot. Please will you make this work and get back to me because Skott is starting to edit to-day.

Thanks

Cheers

Chris Volek
Office 310 550 9021
Fax 310 550 9023
1-800-200-HAIR
9255 SUNSET BLVD
BEVERLY HILLS. CA



TMZ

TMZ

EXHIBIT F

COPYCENTER

From: Chris Volek [chris@hairtech.com]
Sent: Saturday, July 25, 2009 1:32 PM
To: Paris Hilton
Subject: RE: I love the commercial

Hey Paris

Great seeing you yesterday. I agree the commercial is going to be a hit and so are the new products. Both of them are going to be real winners and make you a fortune.

Regarding the texting I haven't had time to explain our marketing strategy. This is not some random people but us. We have a whole mobile campaign planned and would like to get together with you to explain it, trust me when you understand how it works, it will blow your mind.

Let me know when you have a few minutes and I will come over and give you the run down of how it operates.

Have a great weekend

Cheers

Chris Volek
Office 310 550 9021
Fax 310 550 9023
1-800-200-HAIR
9255 SUNSET BLVD
BEVERLY HILLS. CA

REDACTED

From: Paris Hilton [mailto: .com]
Sent: Friday, July 24, 2009 9:22 PM
To: chris@hairtech.com
Subject: I love the commercial

And new products. Also a question at the end of the commercial it say" Text Paris at bff, what company are you using, cuz I have the best company and want to use them not these random people.

1 **PROOF OF SERVICE**

2
3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 1100 Glendon Avenue, 14th Floor, Los
5 Angeles, California 90024-3503. On November 19, 2010, I served the within document(s)
6 described as:

7 **CROSS-COMPLAINT FOR:**

- 8 **1. BREACH OF CONTRACT;**
9 **2. MISAPPROPRIATION OF NAME AND LIKENESS**
10 **(Cal. Civ. Code § 3344);**
11 **3. FRAUD; AND**
12 **4. ACCOUNTING**

13 on the interested parties in this action as stated below:

14 Christopher Brainard, Esq.
15 C.M. Brainard & Associates
16 1715 Via El Prado, Unit 9
17 Redondo Beach, CA 90277

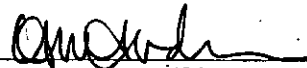
18 Facsimile No.: (866) 222-1870

19 (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope
20 addressed as set forth above. I am readily familiar with this firm's practice for collection
21 and processing of correspondence for mailing. Under that practice it would be deposited
22 with the U.S. Postal Service on that same day with postage thereon fully prepaid in the
23 ordinary course of business. I am aware that on motion of the party served, service is
24 presumed invalid if postal cancellation date or postage meter date is more than one day after
25 date of deposit for mailing contained in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.

28 Executed on November 19, 2010, at Los Angeles, California.

BREE ANDERSON
(Type or print name)


(Signature)

11/22/10