

<p align="center">SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO CIVIL DEPARTMENT, CENTRAL DIVISION 1130 "O" Street Fresno, California 93724 (559) 457-2000</p>	<p><i>FOR COURT USE ONLY</i></p> <p>Filed Fresno County</p>
<p>TITLE OF CASE:</p> <p>The Revenue vs Dash Dolls</p>	<p>JANUARY 06, 2011</p> <p>By System</p>
<p align="center">NOTICE OF CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF JUDGE FOR ALL PURPOSES</p>	<p>CASE NUMBER: 11CECG00058 DSB</p>

To All Parties and their Attorneys of Record:

This case has been assigned to Judge **Donald Black** for **all purposes**.
 All future hearings will be scheduled before this assigned judge.

You are required to appear at a Case Management Conference on **MAY 02, 2011 at 01:30 PM** in **404** located at **1130 'O' Street, Fresno, California**.

You must comply with the requirements set forth in Fresno Superior Court Local Rules Chapter 2.

Failure to appear at the conference may result in imposition of sanctions, waiver of jury trial, or other adverse consequences.

Defendants: Appearance at the Case Management Conference does not excuse you from having to file your response in proper legal form within 30 days after the Summons is served on you. You could lose the case if you do not file your response on time. If you do not know an attorney, and do not have one, you may call an attorney referral service or a legal aide office (*listed in the phone book*).

IMPORTANT: This hearing is not a trial. It is for the court to inquire as to the status of the case and to determine what future hearings, including a trial date, need to be set.

DECLARATION

I declare under penalty of perjury under the laws of the State of California that I gave a copy of the **Notice of Case Management Conference and Assignment of Judge for All Purposes** to the person who presented this case for filing.

Date: **January 6, 2011**

Clerk, by _____, Deputy
L. Esparza

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

Dash Dolls, LLC, Kimberly Kardashian, an individual, Khloe Kardashian-Odom, an individual, Kourtney Kardashian, an individual, Kris Kardashian aka Kris Kardashian-Jenner aka Kris Jenner, an individual, and Does 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

The Revenue Resource Group, a California limited liability company, dba
Mobile Resource Card.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

JAN - 6 2011

FRESNO COUNTY SUPERIOR COURT

LE - DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
Civil Unlimited Division

1130 "O" Street, Fresno, CA 93724

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Nathan S. Miller (Bar # 240278)

Miller & Ayala, LLP, 191 W. Shaw Suite 102, Fresno, CA 93704

Fax No.: (559) 222-6626

Phone No.: (559) 222-6622

DATE: JAN - 6 2010

(Fecha)

Clerk, by
(Secretario)

CASE NUMBER:
(Número del Caso):

11 CE CG 00058

L. ESPARZA

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nathan S. Miller (Bar # 240278) Miller & Ayala, LLP 191 W. Shaw Suite 102 Fresno, CA 93704 TELEPHONE NO.: (559) 222-6622 FAX NO.: (559) 222-6626 ATTORNEY FOR (Name): Plaintiff The Revenue Resource Group		FOR COURT USE ONLY <div style="font-size: 2em; opacity: 0.5; text-align: center;">FILED</div> <div style="text-align: center;">JAN - 6 2011</div> <div style="text-align: center;">FRESNO COUNTY SUPERIOR COURT</div> <div style="text-align: center;">By _____ LE - DEPUTY</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: B.F. Sisk Courthouse MAILING ADDRESS: 1130 "O" Street CITY AND ZIP CODE: Fresno 93724 BRANCH NAME: Civil Unlimited Division			
CASE NAME: Revenue Resource Group, LLC v. Dash Dolls et al.		CASE NUMBER: 11 CE CG 00058 JUDGE: _____ DEPT: _____	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:


Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 9
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 6, 2011

Nathan S. Miller

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 CHRISTOPHER L. RUDD, SBN: 130713
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5 191 W. Shaw Avenue, Suite 102
6 Fresno, California 93704
7 Telephone: (559) 222-6622
8 Facsimile: (559) 222-6626

9 **Attorneys for Plaintiff:**
10 **THE REVENUE RESOURCE GROUP, LLC**

(SPACE BELOW FOR FILING STAMP ONLY)
FILED

JAN - 6 2011

FRESNO COUNTY SUPERIOR COURT
By _____
LE - DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF FRESNO**

13 THE REVENUE RESOURCE GROUP, a
14 California limited liability company, dba
15 MOBILE RESOURCE CARD,

16 Plaintiff,

17 v.

18 DASH DOLLS, a California limited liability
19 company, KIMBERLY KARDASHIAN, an
20 individual, KHLOE KARDASHIAN-ODOM,
21 an individual, KOURTNEY KARDASHIAN,
22 an individual, KRIS KARDASHIAN aka
23 KRIS KARDASHIAN-JENNER aka KRIS
24 JENNER, an individual, and Does 1-50
25 inclusive,

26 Defendants.

Case No:

11 CE CG 00058

VERIFIED COMPLAINT FOR:

1. BREACH OF CONTRACT
(Celebrity Endorsement Agreement);
2. BREACH OF CONTRACT
(Launch Agreement);
3. BREACH OF GOOD FAITH AND
FAIR DEALING;
4. NEGLIGENT
MISREPRESENTATION
(Celebrity Endorsement Agreement);
5. NEGLIGENT
MISREPRESENTATION
(Launch Agreement);
6. NEGLIGENT INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;
7. UNJUST ENRICHMENT;
8. CONSTRUCTIVE TRUST;
9. ACCOUNTING

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1 **GENERAL ALLEGATIONS**

2 **PLAINTIFF, THE REVENUE RESOURCE GROUP, LLC, doing business as**
3 **MOBILE RESOURCE CARD (hereinafter “RRG”) alleges against corporate defendant,**
4 **DASH DOLLS, LLC (hereinafter “DASH”) and individual defendants, KIMBERLY**
5 **KARDASHIAN (hereinafter “KIM KARDASHIAN”), KHLOE KARDASHIAN**
6 **KARDASHIAN-ODOM (hereinafter “KHLOE KARDASHIAN”), KOURTNEY**
7 **KARDASHIAN (KIM KARDASHIAN, KHLOE KARDASHIAN, and KOURTNEY**
8 **KARDASHIAN collectively referred hereinafter as the “KARDASHIANS”) and KRIS**
9 **KARDASHIAN aka KRIS KARDASHIAN-JENNER aka KRIS JENNER (hereinafter “KRIS**
10 **JENNER”)(all defendants collectively referred to hereinafter as “DEFENDANTS”) as follows:**

11 1. RRG is a California limited liability company and at all times relevant and
12 mentioned herein, was a California limited liability company in good standing with its principal
13 place of business in Fresno, California.

14 2. RRG is engaged solely in the business of manufacturing, distributing and
15 selling a customized prepaid debit card program to consumers.

16 3. RRG is informed and believes and thereupon alleges that DASH is, and at all
17 times relevant and mentioned herein, was a California limited liability company with its principal
18 place of business in Los Angeles, California.

19 4. RRG is informed and believes and thereupon alleges that KIM
20 KARDASHIAN is and at all times relevant and mentioned herein, was an individual residing in Los
21 Angeles County, California.

22 5. RRG is informed and believes and thereupon alleges that KHLOE
23 KARDASHIAN is and at all times relevant and mentioned herein, was an individual residing in Los
24 Angeles County, California.

25 6. RRG is informed and believes and thereupon alleges that KOURTNEY
26 KARDASHIAN is and at all times relevant and mentioned herein, was an individual residing in Los
27 Angeles County, California.

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1 7. RRG is informed and believes and thereupon alleges that KRIS JENNER is
2 and at all times relevant and mentioned herein, was an individual residing in Los Angeles County,
3 California.

4 8. RRG is informed and believes and thereupon alleges that KRIS JENNER is
5 and at all times relevant and mentioned herein, was the manager of the KARDASHIANS, and had
6 the authority to enter into negotiations for and bind the KARDASHIANS in agreements with third-
7 parties such as RRG.

8 9. RRG is informed and believes and thereupon alleges that the
9 KARDASHIANS created DASH solely for the purpose of protecting themselves from individual
10 liability.

11 10. There exists, and at all times mentioned herein existed, a unity of interest and
12 ownership between the KARDASHIANS and DASH, such that any individuality and separateness
13 between the KARDASHIANS and DASH have ceased and DASH is the alter ego of the
14 KARDASHIANS in that the KARDASHIANS controlled, dominated, managed, and operated DASH
15 to suit their own conveniences.

16 11. RRG is informed and believes and thereupon alleges that adherence to the
17 fiction of the separate existence of DASH as an entity separate and distinct from the
18 KARDASHIANS would permit an abuse of the corporate privilege and would promote injustice in
19 that the KARDASHIANS in fact controlled, dominated, managed, and operated DASH to suit their
20 own conveniences, ignoring corporate formalities, and using the corporation as a device in an
21 attempt to avoid individual liability, and using the alter ego of the corporation as a means to mistreat
22 RRG for reasons of a personal agenda, while maintaining their own California limited liability
23 corporate status.

24 12. Jurisdiction and Venue are proper in Fresno, California pursuant to Paragraph
25 21 of the Celebrity Endorsement Agreement (the "AGREEMENT") entered into between RRG and
26 the KARDASHIANS and DASH on June 16, 2010, a true and correct copy of which has been
27 attached hereto and incorporated by reference herein as Exhibit "A."

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1 13. RRG is unaware of the true names, identities and capacities of Defendants
2 sued herein as DOES 1 through 50, inclusive, and therefore sues said Defendants by such fictitious
3 names, pursuant to California Code of Civil Procedure Section 474. RRG will seek leave of court
4 to amend this complaint to allege the true names and capacities of said DOE Defendants when
5 ascertained. RRG is informed and believes and thereupon alleges that each of the fictitiously named
6 Defendants are responsible for the occurrences alleged herein and are liable to RRG for the damages
7 proximately caused thereby.

8 14. RRG alleges on the information and belief that each of the Defendants were
9 the agents of the other on all of the actions set forth herein, that each was acting in the course and
10 scope of its agency with its principle, and that every act of each Defendant was ratified by the others.

11 **FACTUAL ALLEGATIONS**

12 15. RRG was and at all times relevant and mentioned herein, an Independent Sales
13 Organization or "ISO" authorized to market the prepaid debit cards to consumers from the
14 University National Bank in Minneapolis, Minnesota as the "issuing bank."

15 16. RRG, as an ISO, entered into an agreement with a technology provider, Mobe,
16 Inc. ("Mobe") to provide the complex technology that allows the customized prepaid debit card to
17 be used in various ways desired by the consumer, the issuing bank, a "network provider", (such as
18 Visa, or in this case MasterCard) and other entities, such as a payment processor.

19 17. Prepaid debit cards have become an increasingly popular way for consumers
20 to pay for items rather than carrying cash or using traditional credit cards. RRG has worked hard to
21 achieve the highest standard of care by utilizing the most advanced technology available for the
22 prepaid debit cards that it offered to consumers. Prepaid consumer debit cards have various
23 convenience and safety features that may make them a superior alternative to using cash or
24 traditional credit cards for many consumers.

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1 18. RRG is informed and believes and thereupon alleges that consumers using
2 prepaid debit cards are typically charged a series of different types of fees for using those cards.
3 RRG is informed and believes and thereupon alleges those fees are set by the issuing bank, and may
4 include transaction fees. RRG is informed and believes and thereupon alleges the fees for prepaid
5 debit cards are disclosed to the consumer prior to the consumer's purchase of the prepaid debit card.

6 19. On behalf of the KARDASHIANS and DASH, KRIS JENNER engaged in
7 negotiations with RRG for the promotion and sale of the KARDASHIAN MasterCard prepaid debit
8 card. KRIS JENNER demanded that KIM KARDASHIAN, KHLOE KARDASHIAN, and
9 KOURTNEY KARDASHIAN each receive equal compensation for RRG's right and license to
10 utilize their names, nicknames, initials, autographs, facsimile signatures, photographs, likenesses,
11 and endorsements of the KARDASHIAN MasterCard prepaid debit card.

12 20. On or about June 16, 2010, RRG and the KARDASHIANS and DASH
13 entered into the AGREEMENT. See Exhibit "A." Pursuant to the AGREEMENT, RRG acquired
14 the exclusive right and license to utilize the KARDASHIANS names, nicknames, initials,
15 autographs, facsimile signatures, photographs, likenesses, and endorsements (hereinafter the
16 "PROPERTY") in connection with the marketing and sale of the MasterCard prepaid debit card in
17 the name of the KARDASHIANS (hereinafter the "KARDASHIAN KARD").

18 21. Pursuant to Paragraph 1 and 2 of the AGREEMENT, the KARDASHIANS
19 granted RRG the exclusive and worldwide right and license to use the PROPERTY to market,
20 advertise, promote, and sell the KARDASHIAN KARD, in any manner determined by RRG, at the
21 discretion of RRG, for a term of two (2) years (hereinafter "ROYALTY TERM.") Upon mutual
22 agreement of the parties, the AGREEMENT could be renewed unlimited number of additional one
23 (1) year terms.

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1 22. In consideration for entering into the AGREEMENT, RRG agreed to pay
2 DASH on behalf of the KARDASHIANS, the sum of Three Dollars (\$3.00) for each
3 KARDASHIAN KARD activated or sold each month the card remained active during the
4 ROYALTY TERM. RRG further agreed to pay DASH on behalf of the KARDASHIANS, twenty-
5 five percent (25%) of the usage or transaction fees RRG received from the financial institution
6 during the ROYALTY TERM (hereinafter "ROYALTY" or "ROYALTIES"). See Paragraph 3,
7 Subdivision (A) of the AGREEMENT attached hereto as Exhibit "A."

8 23. In consideration for entering into the AGREEMENT, RRG agreed to pay
9 DASH the total sum of Seventy-Five Thousand Dollars (\$75,000.00) as an advance on the
10 ROYALTIES. RRG agreed to pay Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) upon
11 the signing of the AGREEMENT ("Initial Deposit") and to pay an additional Thirty-Seven Thousand
12 Five Hundred Dollars (\$37,500.00) six (6) months after the signing of the AGREEMENT
13 ("Additional Deposit"). See Paragraph 3, Subdivision (A) of the AGREEMENT attached hereto as
14 Exhibit "A."

15 24. On June 17, 2010, RRG paid to DASH on behalf of the KARDASHIANS,
16 the Initial Deposit of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00). See copy of
17 RRG's cashier's check paid to DASH on behalf of the KARDASHIANS attached hereto and
18 incorporated herewith as Exhibit "B."

19 25. On or about June 17, 2010, DASH on behalf of the KARDASHIANS,
20 accepted the Initial Deposit of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) paid by
21 RRG. To the present date, neither DASH nor the KARDASHIANS have returned RRG's Initial
22 Deposit of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00).

23 26. In the AGREEMENT, the KARDASHIANS acknowledged and agreed that
24 each customer would be required to pay an initial fee of Nine Dollars and Ninety-Five Cents
25 (\$9.95)("Set Up Fee") and that they would not receive a ROYALTY on any Set Up Fees paid. See
26 Paragraph 3, Subdivision (E) of the AGREEMENT attached hereto as Exhibit "A."

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1 27. In the AGREEMENT, the KARDASHIANS agreed to be available for, to
2 cooperate in and participate in photo sessions, marketing, advertising, publicity, interviews, and
3 similar activities related to the KARDASHIAN KARD, as reasonably requested by RRG. See
4 Paragraph 4, Subdivision (A) of the AGREEMENT attached hereto as Exhibit "A."

5 28. Pursuant to the AGREEMENT, KIM KARDASHIAN, KHLOE
6 KARDASHIAN, and KOURTNEY KARDASHIAN each individually agreed to appear at least three
7 (3) times per calendar year, for a total of nine (9) appearances, at a studio located in Los Angeles,
8 California area to participate in the production of video recordings, photographs and other
9 promotional materials as reasonably requested by RRG to promote the KARDASHIAN KARD.
10 KIM KARDASHIAN, KHLOE KARDASHIAN and KOURTNEY KARDASHIAN agreed to
11 participate in at least two (2) of the nine (9) sessions together. See Paragraph 4, Subdivision (B) of
12 the AGREEMENT attached hereto as Exhibit "A."

13 29. Pursuant to the AGREEMENT, KIM KARDASHIAN, KHLOE
14 KARDASHIAN, and KOURTNEY KARDASHIAN each individually agreed to make at least three
15 (3) public appearances each calendar year, for a total of nine (9) appearances, to promote the
16 KARDASHIAN KARD, as reasonably requested by RRG. KIM KARDASHIAN, KHLOE
17 KARDASHIAN, and KOURTNEY KARDASHIAN agreed to appear together for at least two (2)
18 of the nine (9) appearances. See Paragraph 4, Subdivision (C) of the AGREEMENT attached hereto
19 as Exhibit "A."

20 30. In the AGREEMENT, the KARDASHIANS agreed to participate in sessions
21 and appearance only after a thirty (30) day notice and acceptance of the session or appearance. All
22 of KARDASHIANS expenses were to be submitted and approved by RRG in writing prior to any
23 session or appearance. See Paragraph 4, Subdivision (D) of the AGREEMENT attached hereto as
24 Exhibit "A."

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1 31. Pursuant to Paragraph 5 of the AGREEMENT, the KARDASHIANS agreed
2 to actively and regularly market the KARDASHIAN KARD in all fora (sic) available to them
3 including, but not limited to, social networking websites such Twitter, Facebook, blogs, QVC, reality
4 television programs, talk and/or entertainment shows, news shows, morning shows, specials and live
5 shows, radio programs, personal appearances, events, press conferences, articles, magazines,
6 websites, and other media yet be developed. The KARDASHIANS agreed to “tweet” about the
7 KARDASHIAN KARD and to mention the KARDASHIAN KARD on Facebook. Further, KIM
8 KARDASHIAN, KHLOE KARDASHIAN and KOURTNEY KARDASHIAN agreed to link to the
9 KARDASHIAN KARD on their websites ‘above the fold’ on the principal landing page, in a size
10 to be agreed upon, but not smaller than 180 x 150 pixels surrounded by graphics. The link was to
11 be operational and displayed on KIM KARDASHIAN, KHLOE KARDASHIAN and KOURTNEY
12 KARDASHIAN’s websites for viewing by all visitors all of the time. RRG was to pay all related
13 costs.

14 32. Pursuant to the AGREEMENT, the KARDASHIANS agreed to provide RRG
15 with contact information for all authorized KARDASHIAN distributors. Further, the
16 KARDASHIANS agreed to actively promote the KARDASHIAN KARD with its distributors and
17 others to purchase other products, including KARDASHIAN-endorsed products. See Paragraph 6
18 of the AGREEMENT attached hereto as Exhibit “A.”

19 33. Pursuant to Paragraph 7 of the AGREEMENT, all notices were required to
20 be in writing and mailed via certified or registered mail, return receipt requested, or by a national
21 overnight express service, to such address as designated in writing by the parties.

22 34. Pursuant to Paragraph 12 of the AGREEMENT, RRG was obligated to pay
23 all financial costs associated with the creation, launch, promotion and management of the
24 KARDASHIAN KARD.

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1 35. The KARDASHIANS and/or DASH agreed to indemnify, defend and hold
2 harmless RRG from any damages for costs, expenses, and losses (including reasonable attorney fees
3 and costs) arising from the acts or omissions of the KARDASHIANS and/or DASH if the
4 KARDASHIANS and/or DASH failed to perform the terms of the AGREEMENT. See Paragraph
5 13 of the AGREEMENT attached hereto as Exhibit "A."

6 36. The KARDASHIANS agreed to comply with all of the rules and regulations
7 imposed by MasterCard in the use and promotion of the KARDASHIAN KARD. See Paragraph 14
8 of the AGREEMENT attached hereto as Exhibit "A."

9 37. On or about September 2010, RRG provided the KARDASHIANS, KRIS
10 JENNER and/or DASH with the rules and regulations imposed by MasterCard for the
11 KARDASHIAN KARD.

12 38. On October 11, 2010, RRG contacted the KARDASHIANS, KRIS JENNER
13 and/or DASH to schedule time with KIM KARDASHIAN, KHLOE KARDASHIAN and
14 KOURTNEY KARDASHIAN before the launch event for the KARDASHIAN KARD on November
15 9, 2010, to review the fee schedules and the rules and regulations of the KARDASHIAN KARD
16 once again before the official launch of the KARDASHIAN KARD. See email from Nancy Torosian
17 of RRG to KRIS JENNER dated October 11, 2010, attached hereto and incorporated herewith as
18 Exhibit "C."

19 39. On October 22, 2010, RRG provided the KARDASHIANS, KRIS JENNER
20 and/or DASH with the fee schedule imposed by University National Bank for the KARDASHIAN
21 KARD and a brief explanation of how the costs associated with the KARDASHIAN KARD
22 compared to other comparable prepaid debit cards like the Rush Card (Russell Simmons) prepaid
23 debit card. See email from Nancy Torosian of RRG to KRIS JENNER dated October 22, 2010,
24 attached hereto and incorporated herewith as Exhibit "D."

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1 40. On November 11, 2010, RRG provided the KARDASHIANS, KRIS JENNER
2 and/or DASH with another summary of the fee schedule imposed by University National Bank for
3 the KARDASHIAN KARD. See email from Nancy Torosian of RRG to the KARDASHIANS and/or
4 DASH dated November 11, 2010, attached hereto and incorporated herewith as Exhibit "E." On or
5 about November 2010, RRG provided the KARDASHIANS, KRIS JENNER and/or DASH with a
6 summary of the fee schedule imposed by University National Bank for the KARDASHIAN KARD.
7 Attached hereto and incorporated herewith as Exhibit "F" is a true and correct copy of the fee
8 schedule imposed by University National Bank that was provided to the KARDASHIANS, KRIS
9 JENNER and/or DASH.

10 41. Pursuant to Paragraph 15 of the AGREEMENT, RRG was required to obtain
11 and maintain, at its own expense, a product liability insurance policy issued by an insurance
12 company licensed to do business in California and having an AM Best rating of B+ or better, naming
13 the KARDASHIANS as additional insureds. RRG obtained the product liability policy as required
14 on September 14, 2010.

15 42. The KARDASHIANS could only terminate the AGREEMENT upon thirty
16 (30) days written notice to RRG if RRG was adjudicated to be insolvent or declared bankruptcy, or
17 failed to pay the KARDASHIANS any amount due pursuant to the AGREEMENT within sixty (60)
18 days of the due date of the payment or failed to maintain product liability insurance as herein
19 provided. See Paragraph 17 of the AGREEMENT attached hereto as Exhibit "A."

20 43. RRG has not been adjudicated to be insolvent, declared bankruptcy or failed
21 to pay the KARDASHIANS any amount due pursuant to the AGREEMENT.

22 44. The KARDASHIANS agreed that RRG could continue to market and sell the
23 KARDASHIAN KARD in accordance with the AGREEMENT for a period of three (3) months
24 following the termination of the AGREEMENT. See Paragraph 18, Subdivision (B) of the
25 AGREEMENT attached hereto as Exhibit "A."

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1 45. The prevailing party of any action taken to interpret or enforce the
2 AGREEMENT, including litigation or arbitration, shall be entitled to recover from the non-
3 prevailing party its reasonable expenses and costs, including reasonable attorneys' fees and post-
4 judgment or post-decision enforcement, collection and appeal expenses. See Paragraph 27 of the
5 AGREEMENT attached hereto as Exhibit "A."

6 46. RRG prepared for the launch of the KARDASHIAN KARD by promoting and
7 funding a launch event held at PACHA, in New York, New York, on November 9, 2010. On
8 September 29, 2010, KRIS JENNER contractually obligated the KARDASHIANS to appear together
9 at PACHA and remain in the club for the launch of the KARDASHIAN KARD for a period of time
10 no less than three (3) hours (hereinafter "LAUNCH AGREEMENT"). See LAUNCH
11 AGREEMENT attached hereto and incorporated herewith as Exhibit "G."

12 47. In connection with the LAUNCH AGREEMENT, RRG paid a total sum of
13 not less than Sixty-Five Thousand Dollars (\$65,000.00) for the promotion and launch of the
14 KARDASHIAN KARD at PACHA. This sum includes, but is not limited to, the costs associated
15 with the venue, travel costs for RRG, travel costs for KHLOE KARDASHIAN, hotel expenses for
16 KHLOE KARDASHIAN, meals, car service for the KARDASHIANS, hair and makeup for the
17 KARDASHIANS, employment of three (3) public relation firms to promote the KARDASHIAN
18 KARD, photographers, various marketing materials, printed invitations, and floral arrangements for
19 the KARDASHIANS.

20 48. The KARDASHIANS appeared at the launch event for the KARDASHIAN
21 KARD on November 9, 2010. The KARDASHIANS left PACHA after only fifty-five (55) minutes.
22 The KARDASHIANS returned to PACHA upon the demand of RRG after twenty (20) minutes, and
23 stayed for an additional forty (40) minutes, for a total of one (1) hour and thirty-five (35) minutes.

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1 49. RRG is informed and believes and thereupon alleges that the
2 KARDASHIANS behavior at the launch event for the KARDASHIAN KARD in New York was
3 widely and negatively reported upon. Moreover, RRG is further informed that immediately
4 following the initial negative publicity the press and other public figures thereafter began a drumbeat
5 of negative reporting and comment, directed at certain financial aspects of the KARDASHIAN
6 KARD. RRG had no control over the “up front” annual fees being demanded for the
7 KARDASHIAN KARD.

8 50. On November 29, 2010, counsel for DASH and/or the KARDASHIANS
9 caused an email to be sent to RRG with an attached termination letter that terminated the
10 AGREEMENT between the KARDASHIANS and RRG effective immediately. RRG is informed
11 and believes and thereupon alleges that counsel for DASH simultaneously sent a copy of the
12 termination letter to media outlets. RRG was notified by the media coverage of the termination letter
13 sent by counsel for DASH. RRG is informed and believes and thereupon alleges that DASH notified
14 the public that it was terminating the AGREEMENT before it properly notified RRG. Attached
15 hereto and incorporated herewith as Exhibit “H” is a true and correct copy of the
16 KARDASHIAN/DASH November 29, 2010, termination letter.

17 51. On November 29, 2010, RRG received an email from counsel for University
18 National Bank terminating its ISO. Immediately upon having its ISO revoked, RRG was prevented
19 from operating and doing business.

20 52. Following the fiasco caused by the KARDASHIANS behavior at the launch
21 event in New York and gaining intensity through the public termination of the AGREEMENT by
22 the KARDASHIANS, RRG was wrongfully subjected to public ridicule and negative publicity
23 regarding its company and its products, including the KARDASHIAN KARD. RRG was wrongfully
24 and negatively targeted for setting the pricing structure and fee schedule for the KARDASHIAN
25 KARD.

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53. The KARDASHIANS negotiated with RRG for the creation and promotion of the KARDASHIAN KARD. RRG disclosed all pricing and fees associated with the KARDASHIAN KARD. RRG is informed and believes and thereupon alleges that the KARDASHIANS denied knowing about the costs associated with the KARDASHIAN KARD and publically terminated its AGREEMENT with RRG.

54. RRG has wrongfully been the subject of numerous negative articles, negative reports on business and entertainment news, and a Saturday Night Live parody. The misplaced negative publicity focused on RRG following the public termination of the AGREEMENT by the KARDASHIANS has forced RRG to cease operating and conducting business.

55. After the LAUNCH of the KARDASHIAN KARD, RRG began negotiations with other celebrities such as Fernando Vargas and Vicente Fernandez, as well as other celebrities, for their celebrity endorsement of their own MasterCard prepaid debit card. RRG is informed and believes that Fernando Vargas and Vicente Fernandez would have entered into an agreement with RRG for their own MasterCard prepaid debit card if RRG would have been able to continue to conduct business.

FIRST CAUSE OF ACTION

(Breach of Contract “AGREEMENT” Against DASH and the KARDASHIANS)

56. RRG incorporates by reference each and every allegation contained in paragraph 1 through 45 and 49 through 55 of this Verified Complaint as though fully set forth herein.

57. Pursuant to the AGREEMENT, RRG had the exclusive right and license to utilize the PROPERTY in connection with the market and sale of the KARDASHIAN KARD.

58. Pursuant to the AGREEMENT, RRG had the exclusive and worldwide right and license to use the PROPERTY to market, advertise, promote, and sell the KARDASHIAN KARD, in any manner determined by RRG, at the discretion of RRG, for the ROYALTY TERM.

59. Pursuant to the AGREEMENT, the KARDASHIANS were contractually obligated to be available for, to cooperate in and participate in photo sessions, marketing, advertising, publicity, interviews, and similar activities related to the KARDASHIAN KARD.

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1 60. Pursuant to the AGREEMENT, KIM KARDASHIAN, KHLOE
2 KARDASHIAN, and KOURTNEY KARDASHIAN were each individually contractually obligated
3 to appear at least three (3) times per calendar year, for a total of nine (9) appearances, at a studio
4 located in Los Angeles, California area to participate in the production of video recordings,
5 photographs and other promotional materials as reasonably requested by RRG to promote the
6 KARDASHIAN KARD. Pursuant to the AGREEMENT, KIM KARDASHIAN, KHLOE
7 KARDASHIAN and KOURTNEY KARDASHIAN were contractually obligated to participate in
8 at least two (2) of the nine (9) sessions together.

9 61. Pursuant to the AGREEMENT, KIM KARDASHIAN, KHLOE
10 KARDASHIAN, and KOURTNEY KARDASHIAN were each individually contractually obligated
11 to make at least three (3) public appearances each calendar year, for a total of nine (9) appearances,
12 to promote the KARDASHIAN KARD, as reasonably requested by RRG. Pursuant to the
13 AGREEMENT, KIM KARDASHIAN, KHLOE KARDASHIAN, and KOURTNEY
14 KARDASHIAN were contractually obligated to appear together for at least two (2) of the nine (9)
15 appearances.

16 62. Pursuant to the AGREEMENT, the KARDASHIANS were contractually
17 obligated to actively and regularly market the KARDASHIAN KARD in all forums available to them
18 including, but not limited to, Twitter, Facebook, blogs, QVC, reality television programs, talk and/or
19 entertainment shows, news shows, morning shows, specials and live shows, radio programs, personal
20 appearances, events, press conferences, articles, magazines, websites, and other mediums that may
21 not yet be developed. The KARDASHIANS were contractually obligated to “tweet” about the
22 KARDASHIAN KARD and to mention the KARDASHIAN KARD on Facebook. Further, KIM
23 KARDASHIAN, KHLOE KARDASHIAN and KOURTNEY KARDASHIAN were contractually
24 obligated to place a link to the KARDASHIAN KARD on their websites.

25 63. Pursuant to the AGREEMENT, the KARDASHIANS were contractually
26 obligated to provide RRG with contact information for all authorized KARDASHIAN distributors
27 and to actively promote the KARDASHIAN KARD with its distributors and others to purchase other
28 products, including KARDASHIAN-endorsed products.

1 64. Pursuant to the AGREEMENT, the KARDASHIANS and/or DASH was
2 contractually required to properly notice RRG in writing via certified or registered mail, return
3 receipt requested, or by a national overnight express service, at RRG's designated address.

4 65. Pursuant to the AGREEMENT, the KARDASHIANS could only validly
5 terminate the AGREEMENT upon thirty (30) days written notice to RRG if RRG was adjudicated
6 to be insolvent or declared bankruptcy, or if RRG failed to pay the KARDASHIANS any amount
7 due pursuant to the AGREEMENT within sixty (60) days of the due date of the payment or failed
8 to maintain product liability insurance as herein provided.

9 66. Pursuant to the AGREEMENT, RRG was contractually obligated to pay all
10 financial costs associated with the creation, launch, promotion and management of the
11 KARDASHIAN KARD. RRG performed its contractual obligation by paying for the creation,
12 launch, promotion and management of the KARDASHIAN KARD.

13 67. Pursuant to the AGREEMENT, RRG was contractually obligated to pay
14 DASH on behalf of the KARDASHIANS an Initial Deposit of Thirty-Seven Thousand Five Hundred
15 Dollars (\$37,500.00) upon the signing of the AGREEMENT. RRG performed its contractual
16 obligation by rendering a cashier's check to DASH on behalf of the KARDASHIANS in the amount
17 of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) on June 17, 2010, for the Initial
18 Deposit.

19 68. Pursuant to the AGREEMENT, RRG was contractually obligated to obtain
20 and maintain, at its own expense, a product liability insurance policy. RRG performed its contractual
21 obligation by obtaining product liability insurance on September 16, 2010.

22 69. RRG has performed all conditions, covenants and promises required by it on
23 its part to be performed in accordance with the terms and conditions of the AGREEMENT except
24 those conditions, covenants, or promises which have been prevented or excused by the actions of
25 DASH and/or the KARDASHIANS.

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1 70. RRG is informed and believes and thereupon alleges that DASH and/or the
2 KARDASHIANS breached the AGREEMENT by preventing RRG from utilizing its exclusive and
3 worldwide right and license to utilize the PROPERTY to market, advertise, promote, and sell the
4 KARDASHIAN KARD, in any manner determined by RRG, at the discretion of RRG, for the
5 ROYALTY TERM.

6 71. RRG is informed and believes and thereupon alleges that DASH and/or the
7 KARDASHIANS breached the AGREEMENT by not making themselves available for, cooperating
8 in and participating in photo sessions, marketing, advertising, publicity, interviews, and similar
9 activities related to the KARDASHIAN KARD, as reasonably requested by RRG.

10 72. RRG is informed and believes and thereupon alleges that KIM
11 KARDASHIAN, KHLOE KARDASHIAN, and KOURTNEY KARDASHIAN have each
12 individually breached the AGREEMENT by failing to appear at least three (3) times per calendar
13 year at a studio located in Los Angeles, California area to participate in the production of video
14 recordings, photographs and other promotional materials as reasonably requested by RRG to promote
15 the KARDASHIAN KARD and by failing to participate in at least two (2) of the sessions together.

16 73. RRG is informed and believes and thereupon alleges that KIM
17 KARDASHIAN, KHLOE KARDASHIAN, and KOURTNEY KARDASHIAN have each
18 individually breached the AGREEMENT by failing to make at least three (3) public appearances
19 each calendar year to promote the KARDASHIAN KARD, as reasonably requested by RRG and by
20 failing to participate in at least two (2) of the sessions together.

21 74. RRG is informed and believes and thereupon alleges that DASH and/or the
22 KARDASHIANS breached the AGREEMENT by failing to actively and regularly market the
23 KARDASHIAN KARD in all forums available to them including, but not limited to, Twitter,
24 Facebook, blogs, QVC, reality television programs, talk and/or entertainment shows, news shows,
25 morning shows, specials and live shows, radio programs, personal appearances, events, press
26 conferences, articles, magazines, websites, and by failing to link the KARDASHIAN KARD to their
27 websites.

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1 75. RRG is informed and believes and thereupon alleges that DASH and/or the
2 KARDASHIANS breached the AGREEMENT by failing to provide RRG with contact information
3 for all authorized KARDASHIAN distributors and to actively promote the KARDASHIAN KARD
4 with its distributors and others to purchase other products, including KARDASHIAN-endorsed
5 products.

6 76. RRG is informed and believes and thereupon alleges that DASH and/or the
7 KARDASHIANS breached the AGREEMENT by failing to properly serve RRG with notice of their
8 intent to terminate the AGREEMENT prior to providing notice to the national press.

9 77. RRG is informed and believes and thereupon alleges that DASH and/or the
10 KARDASHIANS wrongfully breached the AGREEMENT by failing to properly provide RRG with
11 thirty (30) days notice of their intent to terminate the AGREEMENT.

12 78. RRG is informed and believes and thereupon alleges that DASH and/or the
13 KARDASHIANS wrongfully breached the AGREEMENT because RRG has not been adjudicated
14 to be insolvent or declared bankruptcy, or failed to pay the KARDASHIANS any amount due
15 pursuant to the AGREEMENT.

16 79. RRG has requested that DASH and/or the KARDASHIANS perform their
17 obligations under the AGREEMENT. DASH and/or the KARDASHIANS have failed and refused
18 to perform their contractual obligations under the AGREEMENT. Further, DASH and/or the
19 KARDASHIANS have failed and refused to return RRG's Initial Deposit of Thirty-Seven Thousand
20 Five Hundred Dollars (\$37,500.00) as DASH and/or the KARDASHIANS represented to RRG and
21 the world that they would do in their November 29, 2010, termination letter.

22 80. RRG is informed and believes and thereupon alleges that the
23 KARDASHIANS are individually liable for the above referenced breaches of contract due to their
24 treatment of DASH as their alter ego entity and their misuse of the corporate shield by way of
25 refusing to fulfill their obligations owed to RRG under the AGREEMENT for personal, non-
26 business, and non-contractual reasons and are now attempting to hide behind the corporate shield
27 for purposes of limiting individual liability for their actions.

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1 81. As a direct and proximate cause of the KARDASHIANS and/or DASH'S
2 multiple breaches of the AGREEMENT, RRG has suffered damages in an amount to be proven at
3 the time of trial, but believed to be no less than Seventy-Five Million Dollars (\$75,000,000.00).

4 **SECOND CAUSE OF ACTION**

5 **(Breach of Contract "LAUNCH AGREEMENT" Against the KARDASHIANS)**

6 82. RRG incorporates by reference each and every allegation contained in
7 paragraph 1 through 21, 27, 29, 31 through 39, and 46 through 49 of this Verified Complaint as
8 though fully set forth herein.

9 83. Pursuant to the LAUNCH AGREEMENT, the KARDASHIANS were
10 contractually obligated to appear together at PACHA and remain in the club for the launch of the
11 KARDASHIAN KARD for a period of time no less than three (3) hours.

12 84. Pursuant to the LAUNCH AGREEMENT, RRG was contractually obligated
13 to pay for the promotion and launch of the KARDASHIAN KARD. RRG performed its contractual
14 obligation by paying no less than Sixty-Five Thousand Dollars (\$65,000.00) for the promotion and
15 launch of the KARDASHIAN KARD at club PACHA.

16 85. RRG has performed all conditions, covenants and promises required by it on
17 its part to be performed in accordance with the terms and conditions of the LAUNCH
18 AGREEMENT except those conditions, covenants, or promises which have been prevented or
19 excused by the actions of the KARDASHIANS.

20 86. RRG is informed and believes and thereupon alleges that the
21 KARDASHIANS breached the LAUNCH AGREEMENT by leaving PACHA after only fifty-five
22 (55) minutes and returning to stay an additional forty (40) minutes, for a total of one (1) hour and
23 thirty-five (35) minutes, upon the demand of RRG.

24 87. As a direct and proximate cause of the KARDASHIANS breach of the
25 LAUNCH AGREEMENT, RRG has suffered damages in an amount to be proven at the time of trial,
26 but believed to be no less than Sixty-Five Thousand Dollars (\$65,000.00).

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1 **THIRD CAUSE OF ACTION**

2 **(Breach of Covenant of Good Faith and Fair Dealing Against DEFENDANTS)**

3 88. RRG incorporates by reference each and every allegation contained in
4 paragraph 1 through 87 in this Verified Complaint as though fully set forth herein.

5 89. DEFENDANTS, and each of them, promised and agreed in the
6 AGREEMENT and the LAUNCH AGREEMENT to perform their contractual obligations.
7 DEFENDANTS, and each of them, had a duty to act in good faith and in accordance with the terms
8 of the AGREEMENT and the LAUNCH AGREEMENT.

9 90. RRG is informed and believes and thereupon alleges that the DEFENDANTS
10 breached their duty of good faith and fair dealing by acting arbitrarily and in bad-faith in purposely
11 failing to fully comply with the terms of the AGREEMENT and the LAUNCH AGREEMENT and
12 by publically wrongfully terminating the AGREEMENT on false grounds.

13 91. As a direct and proximate cause of the DEFENDANTS' breach of the implied
14 covenant of good faith and fair dealing, as alleged above, RRG has suffered damages and continues
15 to suffer damages in an amount to be proven at trial, but believed to be no less than Seventy-Five
16 Million Dollars (\$75,000,000.00), which is the amount RRG would have generated but for the
17 DEFENDANTS' breach.

18 **FOURTH CAUSE OF ACTION**

19 **(Negligent Misrepresentation Against The KARDASHIANS And**
20 **DASH For The AGREEMENT)**

21 92. RRG incorporates by reference each and every allegation contained in
22 paragraph 1 through 45, and 50 through 81 of this Verified Complaint as though fully set forth
23 herein.

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1 93. RRG is informed and believes and thereupon alleges that at all times
2 mentioned herein, the KARDASHIANS and/or DASH, had the duty to truthfully disclose all known
3 material facts regarding their true intentions in entering into the AGREEMENT prior to entering into
4 the AGREEMENT. RRG is informed and believes and thereupon alleges that the KARDASHIANS
5 and/or DASH had a duty to make a reasonable inquiry into their ability and/or desire to perform the
6 terms under the AGREEMENT before committing to the AGREEMENT, even if the facts and/or
7 information was not available to them at the time they made the representation.

8 94. RRG is informed and believes and thereupon alleges that at all times
9 mentioned herein, the representations made by the KARDASHIANS and/or DASH, in entering into
10 the AGREEMENT were untrue in that the KARDASHIANS unjustly publically terminated the
11 AGREEMENT and had no intention of fulfilling their obligations under the terms of the
12 AGREEMENT.

13 95. RRG is informed and believes and thereupon alleges that the
14 KARDASHIANS and/or DASH breached their duty to make reasonable inquiries and to exercise
15 reasonable diligence to discover if they would be performing under the AGREEMENT prior to
16 entering into the AGREEMENT. The KARDASHIANS and/or DASH breached their duty to
17 truthfully disclose all known material facts and/or discover facts not known to RRG which
18 constitutes negligent misrepresentation to RRG.

19 96. RRG relied on each of the KARDASHIANS and/or KRIS JENNER's
20 negligent representations and were induced by the negligent representations to enter into the
21 AGREEMENT and into spending no less than Five Hundred Thousand Dollars (\$500,000.00) for
22 the creation, promotion and launch of the KARDASHIAN KARD. RRG believed the
23 representations of the KARDASHIANS and/or DASH to be reasonable and true.

24 97. RRG is informed and believes and thereupon alleges that based upon the
25 KARDASHIANS and/or DASH's breach of their duty to make reasonable inquiries and exercise
26 reasonable diligence to discover the true facts regarding the KARDASHIANS intentions to perform
27 under the AGREEMENT, the KARDASHIANS and/or KRIS JENNER were the actual cause of the
28 damages suffered by RRG.

1 98. As a proximate result of the KARDASHIANS and/or KRIS JENNER's
2 negligent actions(s), RRG has suffered damages in an amount to be proven at trial, but not less than
3 Seventy-Five Million Dollars (\$75,000,000.00).

4 **FIFTH CAUSE OF ACTION**

5 **(Negligent Misrepresentation Against The KARDASHIANS**
6 **and KRIS JENNER For The Launch Agreement)**

7 99. RRG incorporates by reference each and every allegation contained in
8 paragraph 1 through 14, 20 through 21, 27, 29, 31 through 39, 46 through 49 and 82 through 87 of
9 this Verified Complaint as though fully set forth herein.

10 100. RRG is informed and believes and thereupon alleges that at all times
11 mentioned herein, the KARDASHIANS and/or KRIS JENNER, had the duty to truthfully disclose
12 all known material facts regarding their true intentions in entering into the LAUNCH AGREEMENT
13 prior to entering into the LAUNCH AGREEMENT. RRG is informed and believes and thereupon
14 alleges that KRIS JENNER had a duty to truthfully disclose all material facts regarding the
15 KARDASHIANS intent to fulfill their obligations under the LAUNCH AGREEMENT prior to
16 committing the KARDASHIANS to appear at the launch of the KARDASHIAN KARD at PACHA.

17 101. RRG is informed and believes and thereupon alleges that the
18 KARDASHIANS and/or KRIS JENNER had a duty to make a reasonable inquiry into the schedule
19 of KIM KARDASHIAN, KHLOE KARDASHIAN and KOURTNEY KARDASHIAN and their
20 availability to remain at PACHA for the contractual period of three (3) hours before confirming KIM
21 KARDASHIAN, KHLOE , and KOURTNEY KARDASHIAN's appearance at the launch of the
22 KARDASHIAN KARD at PACHA, even if the facts and/or information were not available to her
23 at the time she made the representation. In sum, KRIS JENNER as the manager and agent for the
24 KARDASHIANS, was negligent by contractually committing the KARDASHIANS to appear at
25 PACHA for the launch and promotion of the KARDASHIAN KARD for three (3) hours.

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102. RRG is informed and believes and thereupon alleges that the KARDASHIANS and/or KRIS JENNER breached their duty to make reasonable inquiries and to exercise reasonable diligence to discover whether the KARDASHIANS would be performing under the LAUNCH AGREEMENT prior to giving RRG approval for the promotion and launch of the KARDASHIAN KARD. The KARDASHIANS and/or DASH breached their duty to truthfully disclose all known material facts and/or discover facts not known to RRG which constitutes negligent misrepresentation to RRG.

103. RRG relied on each of the KARDASHIANS and/or KRIS JENNER's negligent representations and were induced by the negligent representations to enter into the LAUNCH AGREEMENT and into spending money for the promotion and launch of the KARDASHIAN KARD at PACHA. RRG believed the representations of the KARDASHIANS and/or KRIS JENNER to be reasonable and true.

104. RRG is informed and believes and thereupon alleges that based upon the KARDASHIANS and/or KRIS JENNER's breach of their duty to make reasonable inquiries and exercise reasonable diligence to discover the true facts regarding the KARDASHIANS intentions to perform under the LAUNCH AGREEMENT, the KARDASHIANS and/or KRIS JENNER were the actual cause of the damages suffered by RRG.

105. As a proximate result of the KARDASHIANS and/or KRIS JENNER's negligent actions(s), RRG has suffered damages in an amount to be proven at trial, but not less than Sixty-Five Thousand Dollars (\$65,000.00).

SIXTH CAUSE OF ACTION

(Negligent Interference With Prospective Economic Advantage Against DEFENDANTS)

106. RRG incorporates by reference each and every allegation contained in paragraph 1 through 105 of this Verified Complaint as though fully set forth herein.

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1 107. RRG is informed and believes and thereupon alleges that the DEFENDANTS,
2 and each of them, were aware of the economic benefit of the AGREEMENT to RRG.
3 DEFENDANTS, and each of them, knew that their actions would interfere with RRG's attempts to
4 promote and manage the KARDASHIAN KARD, operate RRG, and develop and enter into
5 agreements with other entities and/or celebrities for customized prepaid debit cards. Further, RRG
6 is informed and believes and thereupon alleges that the DEFENDANTS, and each of them, knew or
7 should have known that their actions would interfere with RRG's ISO with University National
8 Bank. RRG is informed and believes and thereupon alleges that the DEFENDANTS knew or should
9 have known that their actions in wrongfully publically terminating the AGREEMENT would cause
10 RRG to lose in whole or part the probable economic benefit or advantage of the AGREEMENT and
11 the ordinary course of business engaged into by RRG.

12 108. RRG is informed and believes and thereupon alleges that DEFENDANTS,
13 and each of them, negligently and carelessly interfered with such economic relationships by, inter
14 alia, failing to perform under the AGREEMENT, and breaching the AGREEMENT as more fully
15 set forth above, and causing RRG to wrongfully suffer public ridicule and lose its ISO and ability
16 to conduct business. As set forth herein, the actions of the DEFENDANTS were illegal, wrongful
17 and, among other things, constituted bad faith conduct which encompasses all of the allegations set
18 forth herein.

19 109. As a proximate result of the DEFENDANTS' negligent interference with
20 RRG's economic benefit of the AGREEMENT, RRG has been damaged in an amount to be proven
21 at trial, but presently believed to be in excess of Seventy-Five Million Dollars (\$75,000,000.00),
22 from the loss of business and loss of profits.

23 **SEVENTH CAUSE OF ACTION**

24 **(Unjust Enrichment Against the KARDASHIANS and DASH)**

25 110. RRG incorporates by reference each and every allegation contained in
26 paragraph 1 through 44, 53 through 81, 92 through 98, and 106 through 109 of this Verified
27 Complaint as though fully set forth herein.

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1 111. As set forth above, the KARDASHIANS and/or DASH have received a
2 financial benefit from RRG totaling Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00)
3 from the receipt of the Initial Deposit after the execution of the AGREEMENT, as well as increased
4 media attention derived from their connection to the KARDASHIAN KARD. Further, RRG is
5 informed and believes and thereupon alleges that the KARDASHIANS and/or DASH intended to
6 breach the remainder of the AGREEMENT and attempted to terminate the AGREEMENT under
7 false pretenses, thereby causing RRG damages in an amount to be determined at trial, but not less
8 than Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00).

9 112. The KARDASHIANS and/or DASH represented to RRG and the public in
10 their November 29, 2010, termination letter, that the KARDASHIANS would be returning the Initial
11 Deposit paid by RRG, but has wrongfully failed to return the Initial Deposit. Further, RRG is
12 informed and believes and thereupon alleges that the KARDASHIANS and/or DASH will continue
13 to engage in actions to prevent RRG from performing under the AGREEMENT and conducting
14 ordinary business. RRG is informed and believes and thereupon alleges that the KARDASHIANS
15 and/or DASH will continue to wrongfully benefit from the use of RRG's Initial Deposit and media
16 attention surrounding their wrongful and public breach of the AGREEMENT.

17 113. As a direct and proximate cause of the KARDASHIANS and/or DASH
18 wrongful conduct by their failure to return the monies rightfully owed to RRG, refusal to allow RRG
19 to promote and advertise the KARDASHIAN KARD, and perform under the AGREEMENT, the
20 KARDASHIANS and/or DASH have been unjustly enriched. As such, RRG seeks restitution in the
21 amount to be determined at trial, but not less than Three Hundred Thousand Dollars
22 (\$300,000.00).

23 **EIGHTH CAUSE OF ACTION**

24 **(Constructive Trust Against The KARDASHIANS and DASH)**

25 114. RRG incorporates by reference each and every allegation contained in
26 paragraph 1 through 44, 53 through 81, 92 through 98, and 106 through 109 of this Verified
27 Complaint as though fully set forth herein.

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1 115. By way of the AGREEMENT, the KARDASHIANS and/or DASH received
2 a benefit from RRG by receiving the Initial Deposit in the amount of Thirty-Seven Thousand Five
3 Hundred Dollars (\$37,500.00).

4 116. By way of the AGREEMENT, the KARDASHIANS and/or DASH have
5 received a benefit from RRG by possessing the Initial Deposit and continuing to operate DASH for
6 a profit.

7 117. The KARDASHIANS and/or DASH's retention of all of the monies submitted
8 to them by RRG, as well as the profits derived from the operation of DASH is done with the benefit
9 to the KARDASHIANS and/or DASH and to the detriment of RRG as well, as RRG's financial
10 position.

11 118. The KARDASHIANS and/or DASH have received an unjust enrichment from
12 RRG at RRG's expense.

13 119. An imposition of a constructive trust is necessary and proper in this matter
14 because the KARDASHIANS and/or DASH have been unjustly enriched.

15 **TENTH CAUSE OF ACTION**

16 **(Accounting Against The KARDASHIANS and DASH)**

17 120. RRG incorporates by reference each and every allegation contained in
18 paragraph 1 through 44, 53 through 81, 92 through 98, and 106 through 109 of this Verified
19 Complaint as though fully set forth herein.

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1 121. On or about June 16, 2010, RRG and the KARDASHIANS and/or DASH
2 entered into the AGREEMENT and on June 17, 2010, RRG paid to the KARDASHIANS and/or
3 DASH the Initial Deposit of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00). The
4 KARDASHIANS and/or DASH received a profit from the monies received from RRG and have
5 failed to account for such monies and profit to RRG. RRG is informed and believes and thereupon
6 alleges that the KARDASHIANS and/or DASH have used the money submitted by RRG for the
7 funding of other financial ventures undertaken by DASH. Since November 29, 2010, RRG has
8 expected the return of the Initial Deposit from the KARDASHIANS and/or DASH as represented
9 by the KARDASHIANS and/or DASH in their termination letter, but the KARDASHIANS and/or
10 DASH have failed and refused to fulfil their promise and repay RRG the monies owed.

11 122. The amount of the payments owed to RRG is unknown to RRG and can only
12 be determined by an accounting of the receipts for the profits and/or losses from DASH. RRG is
13 informed and believes and thereupon alleges that the amount due to RRG is an amount to be
14 determined at trial, but within the jurisdictional limits of this court.

15 **WHEREFORE, RRG prays for judgment against, DEFENDANTS, and each of**
16 **them, as follows:**

17 **ON THE FIRST CAUSE OF ACTION (Breach of Contract "AGREEMENT"):**

- 18 1. For compensatory damages in an amount according to proof at trial, but
19 believed to be no less than Seventy-Five Million Dollars (\$75,000,000.00);
- 20 2. For consequential damages in an amount according to proof at trial;
- 21 3. For legal interest at the maximum rate of ten percent (10%) per annum from
22 November 29, 2010, to the date of entry of judgment;
- 23 4. For legal interest at the maximum rate from the date of entry of judgment
24 until such time as the judgment is paid in full;
- 25 5. For reasonable attorneys' fees and costs according to proof;
- 26 6. For such other and further relief as the court may deem proper.

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1 **ON THE SECOND CAUSE OF ACTION (Breach of Contract “LAUNCH AGREEMENT”):**

- 2 1. For compensatory damages in an amount according to proof at trial, but
3 believed to be no less than Sixty-Five Thousand Dollars (\$65,000.00);
4 2. For consequential damages in an amount according to proof at trial;
5 3. For legal interest at the maximum rate of ten percent (10%) per annum from
6 November 9, 2010, to the date of entry of judgment;
7 4. For legal interest at the maximum rate from the date of entry of judgment
8 until such time as the judgment is paid in full;
9 5. For reasonable attorneys’ fees and costs according to proof;
10 6. For such other and further relief as the court may deem proper.

11 **ON THE THIRD CAUSE OF ACTION (Breach of Covenant of Good Faith and Fair Dealing):**

- 12 1. For recovery for damages RRG suffered and continues to suffer in an amount
13 according to proof at trial, but believed to be no less than Seventy-Five
14 Million Dollars (\$75,000,000.00);
15 2. For legal interest at the maximum rate of ten percent (10%) per annum from
16 November 29, 2010, to the date of entry of judgment;
17 3. For legal interest at the maximum rate from the date of entry of judgment
18 until such time as the judgment is paid in full;
19 4. For reasonable attorneys’ fees and costs according to proof;
20 5. For such other and further relief as the court may deem proper.

21 **ON THE FOURTH CAUSE OF ACTION (Negligent Misrepresentation “AGREEMENT”):**

- 22 1. For damages in an amount according to proof at trial, but believed to be no
23 less than Seventy-Five Million Dollars (\$75,000,000.00);
24 2. For general damages in an amount according to proof at trial, but no less than
25 Five Hundred Thousand Dollars (\$500,000.00);
26 3. For legal interest at the maximum rate of ten percent (10%) per annum from
27 November 29, 2010, to the date of entry of judgment;

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4. For legal interest at the maximum rate from the date of entry of judgment until such time as the judgment is paid in full;
5. For reasonable attorneys' fees and costs according to proof;
6. For such other and further relief as the court may deem proper.

ON THE FIFTH CAUSE OF ACTION (Negligent Misrepresentation "LAUNCH AGREEMENT"):

1. For damages in an amount according to proof at trial, but believed to be no less than Sixty-Five Thousand Dollars (\$65,000.00);
2. For general damages in an amount according to proof at trial, but believed to be no less than Sixty-Five Thousand Dollars (\$65,000.00);
3. For legal interest at the maximum rate of ten percent (10%) per annum from November 9, 2010, to the date of entry of judgment;
4. For legal interest at the maximum rate from the date of entry of judgment until such time as the judgment is paid in full;
5. For reasonable attorneys' fees and costs according to proof;
6. For such other and further relief as the court may deem proper.

ON THE SIXTH CAUSE OF ACTION (Negligent Interference With Prospective Economic Advantage):

1. For damages in an amount according to proof at trial, but believed to be no less than Seventy-Five Million Dollars (\$75,000,000.00);
2. For legal interest at the maximum rate of ten percent (10%) per annum from November 29, 2010, to the date of entry of judgment;
3. For legal interest at the maximum rate from the date of entry of judgment until such time as the judgment is paid in full;
4. For reasonable attorneys' fees and costs according to proof;
5. For such other and further relief as the court may deem proper.

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1 **ON THE SEVENTH CAUSE OF ACTION (Unjust Enrichment):**

- 2 1. For restitution in an amount according to proof at trial, but believed to be no
3 less than Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the
4 consideration paid by RRG;
- 5 2. For the sum that has been paid or will be paid by RRG for the losses incurred
6 from the KARDASHIANS and/or DASH's action in an amount according to
7 proof at trial, but believed to be no less than Three Hundred Thousand Dollars
8 (\$300,000.00);
- 9 3. For legal interest at the maximum rate of ten percent (10%) per annum from
10 November 29, 2010, to the date of entry of judgment;
- 11 4. For legal interest at the maximum rate from the date of entry of judgment
12 until such time as the judgment is paid in full;
- 13 5. For reasonable attorneys' fees and costs according to proof;
- 14 6. For such other and further relief as the court may deem proper.

15 **ON THE EIGHTH CAUSE OF ACTION (Constructive Trust):**

- 16 1. For an order compelling the KARDASHIANS and/or DASH to hold all
17 monies received from RRG in trust for RRG;
- 18 2. For an order compelling the KARDASHIANS and/or DASH to return any
19 monies received from RRG to RRG;
- 20 3. For reasonable attorneys' fees and costs according to proof;
- 21 4. For such other and further relief as the court may deem proper.

22 **ON THE NINTH CAUSE OF ACTION (Accounting):**

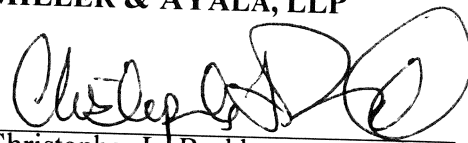
- 23 1. For an order compelling the KARDASHIANS and/or DASH to hold all
24 monies received from RRG in trust for RRG;
- 25 2. For an order compelling the KARDASHIANS and/or DASH to return any
26 monies received from RRG to RRG;
- 27 3. For an accounting of all monies owed to RRG from June 17, 2010, to the
28 date of entry of judgment;

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4. The damages in the amount of no less than Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) owed to RRG;
5. For reasonable attorneys' fees and costs according to proof;
6. For such other and further relief as the court may deem proper.

DATED: January 6, 2011

MILLER & AYALA, LLP



Christopher L. Rudd
Nathan S. Miller
Mary Castro-Ayala
Attorneys for PLAINTIFF
**THE REVENUE RESOURCE
GROUP, LLC, dba MOBILE
RESOURCE GROUP**

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VERIFICATION

I, NANCY TOROSIAN, am the Chief Operating Officer of THE REVENUE RESOURCE GROUP, LLC, dba MOBILE RESOURCE CARD, and am authorized by the corporation to execute this verification and I declare as follows:

I have read the foregoing VERIFIED COMPLAINT FOR DAMAGES and know the contents therein. THE REVENUE RESOURCE GROUP, LLC, dba MOBILE RESOURCE CARD is a party to this action. The matters stated in the foregoing document are true and correct as to my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on January 6, 2011, at Fresno, California. I declare under penalty of perjury that the foregoing is true and correct.


Nancy Torosian
Chief Operating Officer for THE REVENUE
RESOURCE GROUP, LLC, dba MOBILE
RESOURCE CARD

TMZ

EXHIBIT “A”

CELEBRITY ENDORSEMENT AGREEMENT

THIS CELEBRITY ENDORSEMENT AGREEMENT ("Agreement") is entered into on JUNE 16, 2010 by and between DASH DOLLS, LLC, a California limited liability corporation, representing KOURTNEY MARY KARDASHIAN, KIMBERLY NOEL 'KIM' KARDASHIAN and KHLOE ALEXANDRA KARDASHIAN ODOM (individually "Kardashian" or collectively "Kardashians") and THE REVENUE RESOURCE GROUP, LLC, ("RRG"), a California limited liability corporation.

RECITALS

A. The Kardashians, and each of them, are recognized and widely known throughout the world as celebrities.

B. By virtue of Kardashians' ability and experience, their names have acquired a meaning that may be important to the advertising, promotion, and sale of services and merchandise.

C. RRG manufactures, distributes and sells a customized MasterCard prepaid debit card program.

D. RRG desires to acquire the exclusive right and license to utilize the Kardashians names, nicknames, initials, autographs, facsimile signatures, photographs, likenesses, and endorsements ("Property") in connection with the marketing and sale of MasterCard prepaid debit cards in the name of Kardashians ("Product"). Kardashians are willing to grant such right and license.

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. Grant Of Rights. Subject to the terms and conditions of this Agreement, the Kardashians, and each of them, grant to RRG the exclusive and worldwide ("Territory") right and license to use the Property to market, advertise, promote, and sell the Product, in any manner, as determined by RRG, at its discretion.

2. Term; Approval. This Agreement shall be binding from the date of execution and shall continue for a term of two (2) years ("Initial Term"). The parties may renew this Agreement for an unlimited number of additional terms of one (1) year each, upon mutual agreement of the parties.

3. Royalties; Advance Royalties.

A. On behalf of the Kardashians, RRG agrees to pay to DASH DOLLS, LLC, a California limited liability corporation, the sum of Three Dollar (\$3.00) for each Product activated or sold during a Royalty Period, and for which RRG is actually paid ("Monthly Royalty") based on the monthly maintenance fee of Seven Dollars and Ninety-Five Cents (\$7.95) and twenty-five percent (25%) of the usage or transaction fees RRG receives from the financial institution during the Royalty Period ("Transaction Royalty"), (collectively "Royalty" or "Royalties").

B. RRG agrees to pay to DASH DOLLS, LLC, a California limited liability corporation, the sum of Seventy-Five Thousand Dollars (\$75,000.00), as an advance on the Royalties as follows. Upon the signing of this Agreement, RRG agrees to pay the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) ("Initial Deposit"), made payable to DASH DOLLS, LLC, a California limited liability corporation. Six (6) months after the signing date of this Agreement, RRG agrees to pay to DASH DOLLS, LLC, a California limited liability corporation, an additional advance of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) ("Additional Deposit"). The Initial and Additional Deposits shall be credited against Royalties earned by Kardashians. The parties agree that Kardashians will receive Royalty payments only when the Royalties they earn exceed the Initial and Additional Deposits. The Deposits, Initial and Additional, are recoupable against Royalties, but not refundable if not recouped.

C. The Royalties shall be calculated at the end of each calendar month ("Royalty Period"), commencing the Royalty Period immediately following the Product Official Launch Date and shall be calculated each Royalty Period thereafter and shall be payable no later than twenty-five (25) days after the end of the Royalty Period. For each Royalty Period, RRG shall provide a written statement, supplied by the financial institution, summarizing the debit cards issued and activated and summarizing the transaction fees received by RRG. All payments to DASH DOLLS, LLC, a California limited liability corporation, shall be made in U.S. currency and by wire transfer or as otherwise directed by the Kardashians.

D. If RRG obtains the endorsement of any other celebrity related to the Product, RRG agrees to pay the Kardashians no less than the royalties RRG agrees to pay any other celebrity to promote the Product.

E. Kardashians acknowledge that each customer will pay an initial fee of about Nine Dollars and Ninety-Five Cents (\$9.95) ("Set Up Fee") and that they will not receive a Royalty on any Set Up Fees paid.

F. Kardashians acknowledge and agree that the financial institution, the processor and others will receive a portion of fees paid by customers, including a portion of the Set Up Fees, and that Kardashians agree that Royalties will be payable to them only on fees paid to RRG, (not including Set Up Fees).

4. Personal Appearances.

A. Kardashians, and each of them, agree to be available for, to cooperate in and to participate in photo sessions, marketing, advertising, publicity, interviews and similar activities related to the Product, as reasonably requested by RRG.

B. Kardashians, and each of them, agree to appear at least three (3) times a calendar year at a studio located in the Los Angeles, California, area to participate in the production of video recordings, photographs and other promotional materials, as reasonably requested and scheduled by RRG. These sessions shall last no longer than eight (8) hours each. Kardashians agree that, for at least two (2) of these sessions, all Kardashians will participate together.

C. Kardashians, and each of them, agree to make at least three (3) public appearances each calendar year to promote the Product, as reasonably requested and scheduled by RRG. The public appearances shall last no longer than eight (8) hours each. The Kardashians agree to appear together for at least two (2) of these appearances.

D. Kardashians agree to participate in these sessions and appearances only after a thirty (30) day notice and acceptance of the session or appearance. All expenses are to be submitted and approved by RRG, in writing, prior to any session or appearance. No other compensation shall be paid to Kardashians for the sessions or appearances.

5. Marketing. Kardashians, and each of them, agree to actively and regularly market the Product in all forums available to them to include, but not limited to: Twitter, Facebook, blogs, QVC, reality television programs, talk and or entertainment shows, news shows, morning shows, specials and live shows, radio programs, personal appearances, events, press conferences, articles, magazines, websites, and other mediums that may not yet be developed. Kardashians, and each of them, agree to "tweet" about the Product and to mention the Product on Facebook. Kardashians, and each of them, agree to place a link to the Product on their websites 'above the fold' on the principal landing page, in a size to be agreed upon, but not smaller than 180 x 150 pixels surrounded by graphics. The link is to be operational and displayed on the principal landing page for viewing by all visitors all of the time, and related costs are to be paid by RRG.

6. Distributors. Kardashians agree to provide to RRG contact information for all authorized Kardashian distributors and agree to actively promote with its distributors and others, the use of the Product to purchase other products, including Kardashian-endorsed products.

7. Notices and Payments. Any notice required to be given pursuant to this Agreement shall be in writing and mailed to such address as designated in writing by the parties and shall be sent by certified or registered mail, return receipt requested, or by a national overnight express service.

8. Inspections. Kardashians, or their representatives may, upon reasonable notice, at their own expense, inspect RRG's books and records in order to verify the accuracy of the calculation of the Royalties. If Kardashians discover an underpayment of Royalties, RRG agrees to immediately pay the Royalties due, plus interest at the annual rate of ten percent (10%), commencing from the date the Royalties should have been paid. RRG agrees to retain its books and records for at least two (2) years after termination of the Agreement.

9. Reservation of Rights. Except as described in this Agreement, Kardashians shall retain all rights in and to the Property and may license the Property for advertisement, promotion, and sale of any product or service, except those products and services that are substantially similar or related to the Product. For purposes of this Agreement, credit cards, prepaid debit cards, debit cards and all related financial products or services shall be considered to be substantially similar to and related to the Product.

10. Representations, Warranties.

A. Kardashians and DASH DOLLS, LLC, a California limited liability corporation, represent and warrant that they have not granted nor will they grant to any other party any right, permission, or license to use the Property in connection with the advertisement, sale, or promotion of the Product or in connection with products or services that are substantially similar to or related to the Product.

B. Kardashians and DASH DOLLS, LLC, a California limited liability corporation, represent and warrant they have the full and exclusive right, power, and authority to license the Property.

C. Kardashians and DASH DOLLS, LLC, a California limited liability corporation, represent and warrant that they have not misrepresented or concealed any material information about the Kardashians, including their background, that may be prejudicial to or reduce the value of the Property or endorsement; that the Kardashians are in good physical and mental health; that the Kardashians will not retire during the term of this Agreement; and that Kardashians have not or will not engage in any activity, criminal or otherwise, that may negatively impact the Product.

11. Indemnity.

A. RRG agrees to defend, indemnify, and hold Kardashians harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) arising from the manufacture or sale of the Product.

B. Kardashians and DASH DOLLS, LLC, a California limited liability corporation, agree to defend, indemnify, and hold RRG and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) arising from a breach by Kardashians or by DASH DOLLS, LLC, a California limited liability corporation, including claims arising from the claims

of others that the use of the Property infringes on the rights of others.

12. Product Costs. RRG agrees to pay all financial costs associated with the creation, launch, promotion and management of the Product.

13. Breach. If Kardashians or DASH DOLLS, LLC, a California limited liability corporation, fail to perform the terms of this Agreement or impede the launch or marketing of the Product, in any way, Kardashians agree to indemnify, defend and hold RRG harmless from any damages for costs, expenses, and losses (including reasonable attorney fees and costs) arising from the acts or omissions of Kardashians or DASH DOLLS, LLC, a California limited liability corporation.

14. Compliance. Kardashians agree to comply with all MasterCard rules and regulations in the use and or promotion of the Product.

15. Product Liability Insurance. RRG agrees to obtain and maintain, for the Term, at its own expense, a product liability insurance policy, issued by an insurance company licensed to do business in California and having an AM Best rating of B+ or better, naming Kardashians as additional insureds. The policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Product or arising from any material used in connection with the Product. The coverage shall be no less than Two Million Dollars (\$2,000,000.00) per occurrence, with a maximum aggregate coverage of Four Million Dollars (\$4,000,000.00), and an excess umbrella coverage of One Million Dollars (\$1,000,000.00) with no deductible. The policy shall provide for thirty (30) days' notice to Kardashians in the event of any modification, cancellation, or termination thereof. RRG agrees to furnish a certificate of insurance evidencing such insurance prior to the manufacture, distribution, or sale of the Product.

16. Confidential Information.

A. The parties agree that RRG will disclose to Kardashians and to DASH DOLLS, LLC, a California limited liability corporation, confidential information related to the Product. Kardashians and DASH DOLLS, LLC, a limited liability corporation, agree they will not use or disclose to others, without RRG's written consent, RRG's confidential information, except when reasonably necessary to perform the terms of this Agreement. "Confidential information" includes, but is not limited to:

(1) Written, printed, graphic or electronically recorded materials furnished by RRG for use by Kardashians.

(2) Business plans, vendor lists, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind.

(3) Any written or tangible information stamped "confidential," "proprietary" or with a similar legend.

(4) Any written or tangible information not marked with a confidentiality legend, or information disclosed orally to Kardashians that is treated as confidential by RRG.

B. Confidential Information shall not include any material publicly available, or known to Kardashians without restriction, or which is lawfully obtained by Kardashians from sources other than RRG.

C. Kardashians' obligations regarding proprietary or confidential information extend to information belonging to RRG customers, suppliers or insurers about whom Kardashians may have gained knowledge as a result of Kardashians' participation in the Product.

D. The provisions of this paragraph will survive the termination of this Agreement.

17. Termination.

A. Kardashians may terminate this Agreement upon thirty (30) days prior written notice to RRG if RRG is adjudicated insolvent or declares bankruptcy, fails to pay to Kardashians any amount due pursuant to this Agreement within sixty (60) days of the due date of the payment or fails to maintain product liability insurance as herein provided.

B. RRG may terminate this Agreement upon thirty (30) days prior written notice to Kardashians if Kardashians, or any of them, engage in illegal, immoral, or criminal conduct, engage in conduct contrary to the best interests of the Product or RRG, as determined by RRG in its discretion, retire from the entertainment industry or misrepresent or conceal any information about Kardashians that RRG determines, in its discretion, materially and adversely affects the Product.

18. Post-Termination.

A. Not less than forty-five days prior to the expiration of this Agreement, RRG shall provide Kardashians with a summary of all Product manufactured or ordered prior to the termination of the Agreement ("Inventory").

B. Kardashians agree that RRG may, for three (3) months following the termination of this Agreement, market and sell the Inventory and may, subject to the terms of the Agreement, use the Property in connection with such marketing and sales.

C. Upon the termination of this Agreement, all rights granted to RRG under this Agreement shall terminate and RRG shall discontinue all use of and reference to the Property, except as otherwise described in the Agreement.

D. If this Agreement is terminated for any reason other than the breach of the

Kardashians, RRG agrees to pay Royalties accruing after the termination of the Agreement, for so long as RRG receives revenue from the Product. If the Agreement is terminated because of a breach by Kardashians, RRG is not obligated to pay to Kardashians any Royalties arising after the breach.

19. Relationship. Kardashians and DASH DOLLS, LLC, a limited liability corporation, are independent contractors relative to RRG. Accordingly, nothing in this Agreement shall be construed to establish an employer-employee, partnership, or joint venture relationship between the RRG and the Kardashians or DASH DOLLS, LLC, a California limited liability corporation.

20. Force Majeure. Neither party will be liable for, or will be considered to be in default under this Agreement on account of any delay or failure to perform because of any cause or condition beyond the party's reasonable control and that the party is unable to overcome through the exercise of commercially reasonable diligence. If any such force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

21. Jurisdiction; Venue. This Agreement shall be governed by the laws of California. Any action to enforce or interpret the Agreement must be brought in Fresno, California.

22. Agreement Binding On Successors; Joint and Several Responsibility. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, successors and assigns. The Kardashians and DASH DOLLS, LLC, a California limited liability corporation, agree that their responsibility under this Agreement shall be joint and several.

23. Assignment. Neither party may assign this Agreement nor the rights and obligations there under without the prior express written approval of the other party.

24. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

25. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

26. Integration. This Agreement constitutes the entire understanding of the parties relative to the Property and the Product and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. This Agreement shall not be amended except in writing signed by the parties.

27. Attorneys' Fees; Costs. If any action is taken to interpret or enforce this Agreement, including litigation or arbitration, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses and costs, including

reasonable attorneys' fees and post-judgment or post-decision enforcement, collection and appeal expenses. The term "non-prevailing party" shall include a party filing a voluntary dismissal of an action.

28. Agreement. Since the parties to this Celebrity Endorsement Agreement are located in various locations, it is agreed that all parties to the Agreement will print a hard copy of the Agreement and execute their respective signature page. The signature pages will be collected and joined to the original Agreement. The Agreement content, a total of twelve (12) pages (inclusive of the signature pages), has been reviewed and approved by Joseph Lehrer, Boulevard Management, 21731 Ventura Boulevard, Suite 300, Woodland Hills, CA 91364.

Signatories:

William Claude Butler	Manager	The Revenue Resource Group, LLC
Kourtney Mary Kardashian	Celebrity	Dash Dolls, LLC
Kimberly Noel 'Kim' Kardashian	Celebrity	Dash Dolls, LLC
Khloe Alexandra Kardashian Odom	Celebrity	Dash Dolls, LLC

Celebrity Endorsement Agreement

Between

The Revenue Resource Group, LLC and Dash Dolls, LLC

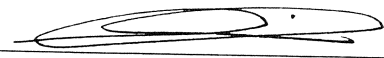
THE REVENUE RESOURCE GROUP, LLC
WILLIAM CLAUDE BUTLER, MANAGER

By: William Claude Butler

TMZ

Celebrity Endorsement Agreement
Between
The Revenue Resource Group, LLC and Dash Dolls, LLC

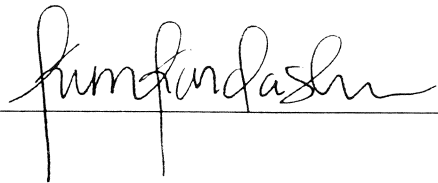
DASH DOLLS, LLC
KOURTNEY MARY KARDASHIAN

By: _____

TMZ

Celebrity Endorsement Agreement
Between
The Revenue Resource Group, LLC and Dash Dolls, LLC

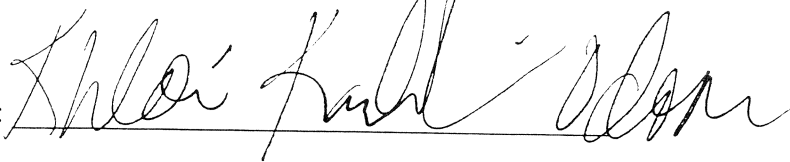
DASH DOLLS, LLC
KIMBERLY NOEL 'KIM' KARDASHIAN

By: 

TMZ

Celebrity Endorsement Agreement
Between
The Revenue Resource Group, LLC and Dash Dolls, LLC

DASH DOLLS, LLC
KHLOE ALEXANDRA KARDASHIAN ODOM

By: 

TMZ

TMZ

EXHIBIT “B”

00195
Office AU # 11-24
1210(R)

Purchaser
Purchaser Account 0171406713
Operator ID cu021049
cu021756

PAY TO THE ORDER OF ***DASH DOLLS, LLC***

CASHIER'S CHECK

SERIAL #: 0019508539
ACCOUNT#: 4861-505295

June 17, 2010

Thirty-seven thousand five hundred dollars and no cents

WELLS FARGO BANK, N.A.
75 SHAW AVE
GLOVIS, CA 93617
FOR INQUIRIES CALL (800) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

VOID IF OVER US \$ 37,500.00
NON-NEGOTIABLE

***\$37,500.00**

00195
Office AU # 11-24
1210(R)

Operator ID cu021049
cu021756

PAY TO THE ORDER OF ***DASH DOLLS, LLC***

CASHIER'S CHECK

0019508539

June 17, 2010

Thirty-seven thousand five hundred dollars and no cents

WELLS FARGO BANK, N.A.
75 SHAW AVE
GLOVIS, CA 93617
FOR INQUIRIES CALL (800) 394-3122

***\$37,500.00**

VOID IF OVER US \$ 37,500.00

AUTHORIZED SIGNATURE

⑈0019508539⑈ ⑆12100024814861505295⑈

TMZ

EXHIBIT “C”

From: Nancy Torosian <nancy@securityassured.us>
Subject: **Kardashian Prepaid MasterCard Program**
Date: October 11, 2010 10:14:04 AM PDT
To: Lisandra DuFort <lisa@kardashianjenner.com>, Kira Costello <kcostello@apa-agency.com>

Hello Lisa,

Hope this Monday finds you well and ready for another big week!

I wanted to touch base with you on several items.

#1 I will be back to you by Wednesday with a 'Tweet/Facebook/Social Media Plan' for the ladies with regard to the Kardashian Prepaid MasterCard - for their review and approval.

#2 Training - we would like to set a meeting with Kourtney, Kim and Khloe to spend some time with them reviewing the card features and benefits and discussing how they will promote and respond to questions, conduct interviews, etc. We want them to be well informed, with a sound reason to endorse this kind of product, etc. We realize Kourtney and Kim are spending the next couple of months in NYC, however, I assume they will return to the West Coast for a day or two here and there, and Khloe will be in LA at times as well. We can meet with each one of them separately, or just when we can catch them! No problem. And, we will absolutely have prepared material for them to review/study in preparation of the launch in NYC.

#3 Kardashian Prepaid MasterCard Launch Event - the venue was finalized. It is Tuesday, November 9, 2010 at PACHA NYC. Everyone is very excited and we are using the Santa Monica PR firm as well as YES PR to assist with the promotion of this important launch event. Note: All travel arrangements are being addressed early this week!

#4 NYC Launch Event - I received a few guest names for invitation for Khloe, but nothing further. I still need guest lists from Kourtney and Kim and Kris/Bruce, etc. I want to invite anyone they would like, especially those already located in/near the NYC area. It is important that I receive very soon.

#5 Following the launch event in NYC, we want to book the ladies at FOXWOODS RESORT CASINO in early December 2010. We need to obtain any possible dates in December to hold this Kardashian Prepaid MasterCard event. We would prefer to have all three ladies present, so please provide those dates first. Then, if any two ladies could appear together, etc.

#6 We are still wondering about Khloe's availability for New Year's Eve. I asked about this previously, but never received an answer. Please let me know.

Thank you Lisa for all your help. I look forward to receiving responses to all questions ASAP, these are time sensitive issues.

Nancy

Nancy Torosian
Chief Operating Officer
Mobile Resource Card
559.285.9375

TMZ

EXHIBIT “D”

From: "Nancy Torosian" <nancy@mobileresourcecard.com>
To: "Kris Kardashian" <teneventz@aol.com>
Sent: Friday, October 22, 2010 1:15:51 PM
Subject: Kardashian Prepaid MasterCard Program

Hi Eve,

Please confirm that Kourtney, Kim and Khloe all received the Kardashian Prepaid MasterCard overview presentation of their card program. If they take the time to read the presentation thoroughly a few times, they will obtain a preliminary understanding of the features and benefits. I realize this is foreign to them, and it really requires time to get acquainted, but I want them to be as prepared as possible until they actually have a card in their hands.

Since it is widely known that the Kardashians have a friendship with Russell Simmons, I also want them to be prepared to answer any questions that may arise in possibly comparing their MasterCard program, with that of the Visa Rush Card. They should go online and just review the Rush Card program, and I have provided comments by Mary Rice written April 30, 2010 of Personal Money Store - MONEYBLOG. The bottom line is this, the Rush Card carries very high fees, and can end up costing the cardholder a lot of money each month. I will provide you with the Kardashian program fee schedule, so that all can see how very low the fees are, especially in comparison to the Russell Simmons Rush Card. They charge a fee of \$.50 to \$1.00 each time the card is swiped at a point of sale terminal, which is truly unbelievable, no one does that. The Kardashian program ATM fee is a mere \$1.50, which is extremely low in the marketplace of fees up to \$4.00 and double that in a casino.

IMPORTANT: This email is not written to slam Russell Simmons or his card program. It is to prepare Kourtney, Kim and Khloe in the event they are asked how their MasterCard program compares to their friend's Russell Simmons' Rush Card. They can simply state something like, "We are very excited to bring this card to our fans, and provide them with innovative features not available with other cards. And, we are proud to state that the monthly fee of (\$7.95) is very low, lower than most bank accounts, and that all the other program related fees have been kept low to accommodate the needs of our cardholders! They can take the high road and share the great details about their program and let the reporter compare the two programs.

I can provide any other details requested by the Kardashians in preparing them for the media coverage associated with the card launch.

Thank you.

Nancy Torosian
559.285.9375

High costs of the Rush Card

The Rush Card, however, does not work like a standard checking or debit account. Depending on which of the two types of Rush Card a customer gets, the fees can be very high. Activation and monthly fees can run as high as \$19.95. There are fees for ATM balance inquiries and withdrawals. There are statement and "maintenance fees." There is a fee for paying bills with the Rush Card. The highest cost fee, however, can be the "convenience fee." This convenience fee charges between 50 cents and \$1 each time your Rush Card is swiped or used to make a purchase. Long story short, the Rush Card could cost you \$100 a month or more — to access your own money.

TMZ

EXHIBIT “E”

From: "Fritzo, Jill (NYC-ENT)" <Jill.Fritzo@pmkbnc.com>
Date: November 11, 2010 8:50:24 AM PST
To: "RICKMIRIGIAN@aol.com" <RICKMIRIGIAN@aol.com>, "nancy@mobileresourcecard.com" <nancy@mobileresourcecard.com>
Cc: "Keshishian, Noelle (LAN-ENT)" <Noelle.Keshishian@pmkbnc.com>, "Kris Jenner " <kris@kardashianjenner.com>
Subject: RE: Kardashian Prepaid MasterCard - IMPORTANT!

Hi, I will pass this along to kim...thanks.

In a message dated 11/11/2010 8:43:21 A.M. Pacific Standard Time, nancy@mobileresourcecard.com writes:

Hi Jill,

Just a quick note. I am aware that Kim Kardashian has an appearance on The Jay Leno Show tonight. Please be so kind to clarify the following with Kim prior to that appearance:

The Kardashian Prepaid MasterCard is a PREPAID DEBIT card ---- NOT A CREDIT CARD. (I know these terms are easily confused, but please ask that the term prepaid debit card be used at all times).

The Kardashian Kard is being marketed to individuals 18 years and older, and a companion card is available for those 16 years and older. THIS IS NOT A KIDS CARD. It is for consumers of any age 18 years and older.

The Kardashian Kard has a technology platform that is different than other cards in the marketplace -- so there is much more being offered to the cardholder than what other prepaid or traditional bank cards offer.

The Fee Schedule is very clear. To obtain the card, the fee is \$59.95 for 6 months or \$99.95 for 12 months. Both cards come loaded with \$5.00! So, once the card is purchased, there are no other monthly fee paid until the 6 months or 12 months expires. At that time the monthly fee of \$7.95 applies. \$7.95 is a very reasonable fee, especially when you compare it to check account fees.

The Kardashians are not poor managers of funds. They have built a financial empire by being intelligent, great business women. Their high end purchases are well within their budget.

The Kardashian fan base is excited to now be offered with a great financial tool, please refer to the features and benefits of the Kardashian Kard. There are MANY benefits and features to the Kardashian Kard.

Lastly, I hope there is no mention of the November 9th launch. If so, Kim and others need to be prepared to respond that with all celebrities print/press is always spun negatively and that is just part of being a high profile person (persons) -- obviously, you understand what to say.

THANK YOU! Please, please make sure Kourtney, Kim and Khloe receive this reminder -- especially Kim prior to her appearance on The Jay Leno Show. I really appreciate your assistance Jill!. Call me with any questions! 559.285.9375

Nancy Torosian
Chief Operating Officer
Mobile Resource Card
www.mobileresourcecard.com
559.285.9375

TMZ

EXHIBIT “F”

KARDASHIAN PREPAID MASTERCARD

Program Pricing Options

Six (6) Month Payment Option **\$59.95**

6 Month Option includes the following:

One-Time Card Purchase	\$ 9.95
6 Monthly Fees of \$7.95	\$47.70
*Card Arrives Loaded with \$5.00	\$ 5.00

Savings of \$2.70

Twelve (12) Month Payment Option **\$99.95**

12 Month Option includes the following:

One-Time Card Purchase	\$ 9.95
12 Monthly Fees of \$7.95	\$95.40
*Card Arrives Loaded with \$5.00	\$ 5.00

Savings of \$10.40

After the initial term of the program selected expires (6 or 12 month option), the standard monthly fee of \$7.95 will apply.



KARDASHIAN KARD

Feature/Item Description

Cardholder Fees

Standard Fixed Fees

Card Purchase (Includes monthly fees for 6 Month)	\$ 59.95
Card Purchase (Includes monthly fees for 12 Month)	\$ 99.95
Monthly Fee (Applies after initial purchase period)	\$ 7.95
Replacement Card	\$ 9.95

Free Services

Activation	FREE
POS-Signature-Domestic	FREE
POS-PIN Based-Domestic	FREE
POS-Signature-International	FREE
POS-PIN Based-International	FREE
Transfer funds between Internal accounts	FREE
Direct Deposit-Employer/Government Benefits	FREE
Account Inactive	FREE

Fee Based Services - Voluntary

ATM Withdrawal-Domestic	\$ 1.50
ATM Inquiry or Decline	\$ 1.00
ATM Withdrawal-International	\$ 2.50
ATM Inquiry or Decline	\$ 2.00
POS-Decline-Domestic	\$ 1.00
POS-Decline-International	\$ 1.00
External checking or savings transfer (To or From)	\$ 1.00
*Account to Account Transfer	\$ 1.00
Retail load fee (MoneyGram)	\$ 1.00
Load account by debit/credit card (2.5% surcharge)	\$ 1.00
Cancel Account-Request balance mailed by check	\$ 6.00
Service Center Care-Live Operator	\$ 1.50
Bill Pay-Per item	\$ 2.00
Expediated card delivery	\$ 25.00

*Service is for moving funds to another person

TMZ

EXHIBIT “G”

Date: September 30th 2010
Send To: **877 762-5330**
Attention: **ATTN: Nancy Torosian**
Office Location:
From: Kris Jenner's Office
Office Location: Hidden Hills, CA
Phone Number: (818) 346-1976

Total Pages Including Cover:

Fax

<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Review	<input type="checkbox"/> For Your Information
Comments:			

TMZ

Event Date: Tuesday ♦ November 9, 2010

Event Agenda

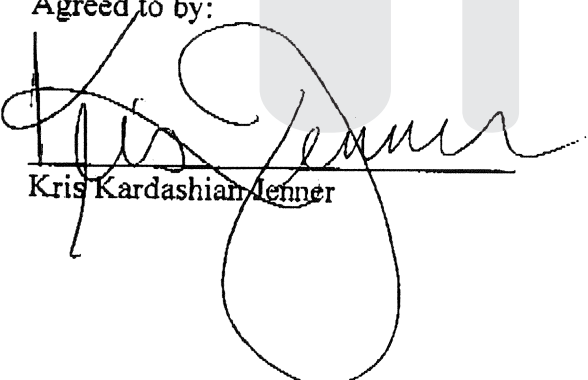
The Kardashian Sisters (known as Kourtney Kardashian, Kim Kardashian, and Khloe Kardashian Odom) agree to appear for the Kardashian Sisters Prepaid MasterCard Program National Release Event, scheduled to be held in New York City on Tuesday ♦ November 9, 2010. Specific venue to be announced.

The Kardashian Sisters individually agree to the following:

- a. Attend the event for a minimum of three (3) hours. The time frame shall be from 8:00 p.m. to 11:00 p.m.
- b. Engage in a "meet and greet" and take pictures with all relevant parties.
- c. Promote the event utilizing all mediums, such as print, television, official websites, etc. as well as on their social media outlets, including but not limited to their Facebook and Twitter pages.
- d. Submit expenses associated with the event for consideration and approval by The Revenue Resource Group, LLC dba Mobile Resource Card, prior to the event. (Forward to: nancy@mobileresourcecard.com).

Dated 9/29/10

Agreed to by:


Kris Kardashian Jenner

TMZ

EXHIBIT “H”

From: Dennis Roach [mailto:dennis@roachlaw.net]
Sent: Monday, November 29, 2010 8:53 AM
To: claude@mobileresourcecard.com; jim.conrad@sunrisebanks.com; nikki.foster@sunrisebanks.com
Subject: FW: Notice of Termination
Importance: High

PLEASE SEE ATTACHED LETTER.

Dennis A. Roach
Dennis A. Roach, A Professional Corporation
9200 Sunset Boulevard, Suite 525
Los Angeles, CA 90069
T (310) 859-1800
F (310) 652-8211

CONFIDENTIALITY NOTE:

The information contained in this e-mail message and any attachments is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this message or its attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify us by telephone, fax, or email and delete the message. Thank you.

Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we inform you that any advice (including in any attachment) (1) was not written and is not intended to be used, and cannot be used, for the purpose of avoiding any federal tax penalty that may be imposed on the taxpayer, and (2) may not be used in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein.

<Notice of Termination.pdf>

LAW OFFICES
DENNIS A. ROACH
A PROFESSIONAL CORPORATION
9200 SUNSET BOULEVARD, SUITE 525
LOS ANGELES, CALIFORNIA 90069
TELEPHONE (310) 859-1800 FAX (310) 652-8211
dennis@roachlaw.net

November 29, 2010

VIA FEDEX AND EMAIL

William Claude Butler
Manager
The Revenue Resource Group, LLC
5627 N. Figarden Dr., #101
Fresno, California 93722
claud@mobileresourcecard.com

Jim Conrad
President
University National Bank
200 University Avenue W.
St. Paul, Minnesota 55103
jim.conrad@sunrisebanks.com

Nikki Foster
Sunrise Community Banks
200 University Avenue W.
St. Paul, Minnesota 55103
nikki.foster@sunrisebanks.com

Re: Notice of Termination by Dash Dolls, LLC of Celebrity Endorsement Agreement with The Revenue Resource Group LLC

Dear Mr. Butler, Mr. Conrad and Ms. Foster:

I am legal counsel to Dash Dolls, LLC, which entered into the Celebrity Endorsement Agreement with The Revenue Resource Group, LLC ("RRG") dated June 16, 2010 (the "Agreement"). In the Agreement, Dash Dolls granted RRG a limited license to use the names, photographs, likenesses and endorsements of Kim, Khloe and Kourtney Kardashian (the "Property") in connection with the marketing and sale of MasterCard prepaid debit cards in the name of the Kardashians (the "Product").

Based upon RRG's presentation regarding the Product, it was Dash Dolls understanding that the Product conformed to all necessary laws, rules and regulations. The terms disclosed to Dash Dolls in no way suggested or implied that the Product might violate any law, rule or regulation. But almost as soon as the Product launched, the Connecticut Attorney General announced on "Black Friday" (November 26) that his office has opened an investigation into whether the Product violates Connecticut's laws designed to protect

William Claude Butler
November 29, 2010
Page 2

ethical, and perhaps legal, questions under Connecticut's consumer laws. The new federal Dodd-Frank Act also prohibits 'abusive' financial products being sold to consumers."

The Kardashians have worked extremely long and hard to create a positive public persona that appeals to everyone, particularly young adults. They have been successful in doing so because they are recognized as honest, ethical, and fun-loving individuals who are kind and caring to others. Unfortunately, the negative spotlight turned on the Kardashians as a result of the Attorney General's comments and actions threatens everything for which they have worked.

Accordingly, Dash Dolls hereby terminates the Agreement in its entirety, effective immediately. As a result, the grant of rights set forth in section 1 of the Agreement is no longer effective, and the right and license to use the Property in connection with the Product is terminated, effective immediately. Thus, RRG and all persons and entities acting in concert with RRG, including without limitation, University National Bank, Sunrise Community Banks, Mobe, Inc., TransCard LLC, Mobile Resources Card, and MasterCard must immediately stop utilizing the names, photographs, likenesses and endorsements of the Kardashians in connection with the marketing and sale of the Product or otherwise. Under separate cover, Dash Dolls is returning to RRG the "Initial Deposit" paid to Dash Dolls pursuant to the Agreement.

This letter is not intended to and should not be construed as a complete statement of Dash Dolls' rights and remedies in connection with the Agreement, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis A. Roach", written in a cursive style.

Dennis A. Roach

DAR:td

Cc: Kris Jenner