



SHORT TITLE: <b>PALLADINO &amp; SUTHERLAND, INC., v. FRANCIS, et al.</b>	CASE NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1)  Doe defendants (specify Doe numbers): \_\_\_\_\_ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2)  Doe defendants (specify Doe numbers): 1 through 10 are persons whose capacities are unknown to plaintiff.
- c.  Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d.  Defendants who are joined under Code of Civil Procedure section 382 are (names):

5.  Plaintiff is required to comply with a claims statute, and
- a.  has complied with applicable claims statutes, or
- b.  is excused from complying because (specify):

6.  This action is subject to  Civil Code section 1812.10  Civil Code section 2984.4.

7. This court is the proper court because
- a.  a defendant entered into the contract here.
- b.  a defendant lived here when the contract was entered into.
- c.  a defendant lives here now.
- d.  the contract was to be performed here.
- e.  a defendant is a corporation or unincorporated association and its principal place of business is here.
- f.  real property that is the subject of this action is located here.
- g.  other (specify):

A contractual provision requires that the action be brought in this county.

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9.  Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a.  damages of: \$ 197,926.71
- b.  interest on the damages
- (1)  according to proof
- (2)  at the rate of (specify): 10 percent per year from (date): February 10, 2008
- c.  attorney's fees
- (1)  of: \$
- (2)  according to proof.
- d.  other (specify):

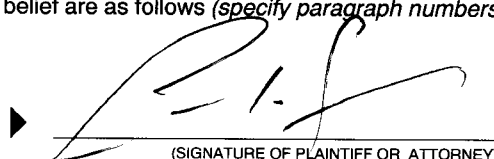
Such other relief that the court deems just and proper.

11.  The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: July 8, 2008

Eric C. Shaw

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

CASE NUMBER:

PALLADINO & SUTHERLAND v. FRANCIS

FIRST

(number)

CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO  Complaint  Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): PALLADINO & SUTHERLAND, INC.

alleges that on or about (date): October 1, 2007

a  written  oral  other (specify):

agreement was made between (name parties to agreement):

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement  are stated in Attachment BC-1  are as follows (specify):

BC-2. On or about (dates): February 10, 2008

defendant breached the agreement by  the acts specified in Attachment BC-2  the following acts (specify):

Failing to pay the final sum due under the agreement, \$197,926.71, and subsequently refusing, despite several demands, to pay such sum.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4  as follows (specify):

General damages for breach of contract in the amount of \$197,926.72, representing the amount due and unpaid, plus interest at the legal rate of 10% from and after February 10, 2008.

BC-5.  Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6.  Other:

Page \_\_\_\_\_

Page 1 of 1

SHORT TITLE: <b>PALLADINO &amp; SUTHERLAND, INC., v. FRANCIS, et al.</b>	CASE NUMBER:
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SECOND **CAUSE OF ACTION—Common Counts**  
(number)

ATTACHMENT TO  Complaint  Cross - Complaint

*(Use a separate cause of action form for each cause of action.)*

CC-1. Plaintiff (name): **PALLADINO & SUTHERLAND, INC.**

alleges that defendant (name): **JOSEPH FRANCIS and DOES 1 through 10, inclusive**  
 became indebted to  plaintiff  other (name):

- a.  within the last four years
  - (1)  on an open book account for money due.
  - (2)  because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
  
- b.  within the last  two years  four years
  - (1)  for money had and received by defendant for the use and benefit of plaintiff. for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff
    - the sum of \$ 197,926.72
    - the reasonable value.
  - (3)  for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
    - the sum of \$
    - the reasonable value.
  - (4)  for money lent by plaintiff to defendant at defendant's request.
  - (5)  for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
  - (6)  other (specify):

CC-2. \$ 197,926.72 , which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest  according to proof  at the rate of 10 percent per year from (date): February 10, 2008

CC-3.  Plaintiff is entitled to attorney fees by an agreement or a statute  of \$  according to proof.

CC-4.  Other:

Monday, October 1st, 2007

By e-mail & UPS

Mr. Joseph Francis  
joe@mantraent.com  
joe@girlsgonewild.com

1482 page street  
san francisco, california 94117  
tel. (415)863-8008  
fax. (415) 431-2138

Palladino & Sutherland  
investigations  
PI 7076

Re: Francis Litigations  
Our File No. 2007.0706 (IRS)  
Our File No. 2007.0707 (GGW)  
Our File No. 2007.0708 (Contraband)  
Our File No. 2007.0709 (Maben)

Dear Joe:

This engagement letter sets forth and confirms our fee agreement for undertaking the investigation requested by counsel on behalf of you Joe Francis, the client in the above referenced matter. This engagement letter supercedes any and all previous engagement letters.

Our fee schedule is as follows:

\$200-\$275 per hour plus expenses for staff operatives;

\$500 per hour plus expenses for partner Jack Palladino.

In addition, there is an administrative surcharge of 5% of fees.

Expenses include:

Mileage at \$0.50 per mile;

Office copying (in excess of 200 pages/month) at \$0.20 per copy;

Fax: domestic at \$.50 per page / foreign at \$1.00 per page;

Scan & email when appropriate;

The option of business class/upgrade airfare for the partners.

**We require a retainer of \$100,000;** the requested investigation cannot be continued unless and until this retainer is received.

This is an "evergreen retainer": we require that as we draw down the retainer from our trust account, the client not only bring any balances due current, but provide funds sufficient to maintain a minimum trust balance of not less than \$100,000. (Any surplus trust account funds will be refunded at the conclusion of the litigation.)

Palladino & Sutherland

Mr. Joseph Francis  
Re: Francis Litigations

October 1st, 2007  
Page 2

Balances are due immediately upon receipt of the billing and are considered past due after thirty (30) days; past due balances are subject to interest at the legal rate. [Cf. the evergreen retainer provision.]

**The client is responsible for our fees** unless specific arrangements are otherwise agreed upon in writing.

In undertaking this investigation, our firm will act as the agent of the client; will promptly perform the investigation requested by the client; and will forward written reports on our findings. The original of said reports shall be forwarded to the respective counsel responsible for each litigation (or in the alternative, to counsel Michael Burke); we will retain file copies.

Our work for the client and his counsel shall at all times be treated as privileged and confidential.

This agreement is governed by California law. Should any action be brought in connection with this Agreement or services provided thereunder, the client consents to personal jurisdiction in the State of California and agrees that venue over any such action shall rest exclusively in the Superior Court for the State of California, City and County of San Francisco. Furthermore, the prevailing party in any such action shall be entitled, in addition to any other relief awarded by the court, to reasonable attorneys' fees as well as all expert, investigatory, collection and other costs.

If the foregoing meets with your approval, please so indicate by initialing each page, signing in the space below, and returning this letter to my office. **Instructing us to proceed with this investigation will be regarded as accepting without limitation the terms outlined in this fee agreement.**

Regards,

JACK PALLADINO, ESQ.  
CA Bar No. 79328 — PI No. 07076

JP:mac

**Read, understood, and accepted:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_