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DUANE "DOG" CHAPMAN, and
BETH CHAPMAN

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

1ST CIRCUIT COURT
STATE OF HAWAII
FILED
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N. ANAYA
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DUANE "DOG" CHAPMAN, and BETH)
CHAPMAN,)
)
Plaintiffs,)

v.)

MAUREEN KEDES KRUTONOG fka)
MAUREEN KEDES; VERTEX)
COMMUNICATIONS, LLC, a limited)
liability company, DOE DEFENDANTS 1-)
20, DOE CORPORATIONS, 1-20, and)
DOE PARTNERSHIPS 1-20,)
)
Defendants.)

CIVIL NO. 08-1-2181-10 V S M
(Contract)

COMPLAINT; DEMAND FOR JURY
TRIAL; SUMMONS

F:Chapman/Pleadings/Complaint (Maureen Krutonog)

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COMPLAINT

Plaintiffs DUANE “DOG” CHAPMAN and BETH CHAPMAN (collectively “Plaintiffs”) as and for as their causes of action against the above-named Defendants MAUREEN KEDES KRUTONOG fka MAUREEN KEDES, VERTEX COMMUNICATIONS, LLC, a limited liability company, DOE DEFENDANTS 1-20, DOE CORPORATIONS, 1-20, and DOE PARTNERSHIPS 1-20 (“collectively Defendants”), allege and aver as follows:

I. PARTIES

1. At all times relevant herein, DUANE “DOG” CHAPMAN (“Mr. CHAPMAN”) is and was at all relevant times herein, a resident of the City and County of Honolulu, State of Hawaii.

2. At all times relevant herein, BETH CHAPMAN (“Mrs. CHAPMAN”) is and was at all relevant times herein, a resident of the City and County of Honolulu, State of Hawaii.

3. Upon information and belief, MAUREEN KEDES KRUTONOG fka MAUREEN KEDES (“Mrs. KRUTONOG”) is and was at all relevant times herein, an individual doing business in the City and County of Honolulu, State of Hawaii.

4. Upon information and belief, Defendant VERTEX COMMUNICATIONS, LLC, a limited liability company (“VERTEX”) is and was at all relevant times herein, a public relations and marketing firm doing business in the State of Hawaii.

5. Plaintiffs are informed and believe and based thereon allege that Defendants, and each of them, were the agents, employees, partners, joint venturers, co-conspirators, owners, principals, employers and/or alter egos of the remaining Defendants, and each of them, and are, and at all times mentioned herein were, acting in the course and scope of that agency, partnership, employment, conspiracy, ownership, joint venture and/or alter ego relationship.

Plaintiffs are further informed and believe and based thereon allege that the acts and omissions

herein alleged of each such Defendant were known to, authorized by and/or ratified by the other Defendants, and each of them.

6. DOE DEFENDANTS 1-20, DOE CORPORATIONS, 1-20, and DOE PARTNERSHIPS 1-20 are sued herein under fictitious names for the reason that their true names and identities are presently unknown to Plaintiffs, except that they are persons and/or entities who are in some manner presently unknown to Plaintiffs engaged in the activities alleged herein; and/or are in some manner responsible for the injuries and damages to Plaintiffs; and/or are persons and/or entities who conducted some activity in a negligent and/or willful manner; which conduct was the proximate cause of the injuries or damages to Plaintiffs and/or were in some manner related to the previously named Defendants engaged in the activities alleged herein; and Plaintiffs pray leave to insert their true names and capacities, activities and/or responsibilities, whether individual or corporate, when the same are ascertained. Plaintiffs have been unable to ascertain the identities of these DOE DEFENDANTS through a thorough examination of all documents available to them at this time.

II. JURISDICTION AND VENUE

7. The events, activities, and/or injuries that gave rise to this action all took place in the State of Hawaii. Jurisdiction and venue are appropriate in this Court.

III. FACTS COMMON TO ALL CAUSES OF ACTION

8. Defendant Mrs. KRUTONOG is a publicist with a website on which she describes herself as being bold and gutsy, going to bat for her clients, giving them “hands-on, personal service.” Plaintiffs disagree. Mrs. KRUTONOG claims that she won’t work with any person unless she believes in them one hundred and ten percent. What the Plaintiffs learned to their dismay is that if you share intimate details of your life with her, Mrs. KRUTONOG may sell

them to the nation's tabloids. Mrs. KRUTONOG just may use her contacts in the tabloid world to spread intimate and confidential details about you to publications like the National Enquirer. Plaintiffs believe that Mrs. KRUTONOG's actual motto is that "all press is good press," since she may even manufacture lies about you intending that those lies are repeated in the tabloids.

9. Mr. CHAPMAN does not live his life that way. Mr. CHAPMAN hired Mrs. KRUTONOG thinking that she would promote his career in the entertainment industry simply by truthfully telling his life story. When Mrs. KRUTONOG touted herself as tenacious and crafty and that she would relentlessly promote Mr. CHAPMAN, she neglected to mention that she would accept payment from the tabloids for stories about her celebrity clients. Although she was hired by Mr. CHAPMAN to protect his public image, Plaintiffs believe that she instead sold stories that damaged his career. To Plaintiffs, Mrs. KRUTONOG is the Benedict Arnold of the publicity world.

10. Mrs. KRUTONOG completely ignored her moral, ethical and contractual duties to Plaintiffs. Upon information and belief, in a blatant display of duplicity, Mrs. KRUTONOG contacted the National Enquirer and shared with it private and confidential information about Mr. CHAPMAN. Ever the spin doctor, Mrs. KRUTONOG apparently decided that Mr. CHAPMAN's private and confidential information needed embellishment. So, she manufactured scintillating and salacious facts about Mr. CHAPMAN. Yet, so long as it captured the public's attention it apparently did not matter if it damaged her own client. Mrs. KRUTONOG's conduct violated the trust and confidence that was given to her by Plaintiffs.

11. Plaintiffs are internationally recognized bounty hunters and stars of the hit television show *Dog the Bounty Hunter*. In connection with *Dog the Bounty Hunter's* skyrocketing ratings and success, as well as Plaintiffs contemporaneous increase in media

coverage, Defendants approached Plaintiffs in 2005 and represented, among other things, that Defendants could and would advise Plaintiffs on their press and media relations, coordinate Plaintiffs' press relations, promote Plaintiffs in the media, and promote identifiable, positive profiles and images for Plaintiffs in the media.

12. Based on Defendants' representations, Plaintiffs retained Defendants in or about the Spring of 2005 to render services to Plaintiffs as public relations strategists and act in Plaintiffs' best interests.

13. Defendants' capacity as public relations strategists placed Defendants in a unique position of trust and confidence in which Defendants learned of true events, incidents and accidents. Mr. CHAPMAN's daring exploits as a bounty hunter, most notably his international capture of convicted serial rapist, Andrew Luster, should have been enough for Mrs. KRUTONOG to fulfill her role as publicist. Nevertheless, Mrs. KRUTONOG fabricated rumors and fictional stories resulting in harm to Plaintiffs.

14. In or about the Winter of 2005 or Spring of 2006, Plaintiffs grew dissatisfied with the quality of services, or lack thereof, rendered by Defendants, and Plaintiffs subsequently terminated Defendants' services.

15. After Plaintiffs terminated Defendants, Plaintiffs were informed and believe and thereon allege that Defendants tarnished Plaintiffs' images and reputation and encouraged others to do so as well, by fabricating stories or selling confidential stories to tabloid media like the *National Enquirer*, and by placing Plaintiffs in a false light by making statements to media contacts that (1) tended to expose Plaintiffs, and each of them, to hatred, contempt, ridicule, or obloquy; or (2) caused Plaintiffs, and each of them, to be shunned or avoided; or (3) otherwise had a tendency to injure Plaintiffs, and each of them, in their occupation.

16. Additionally, Plaintiffs are now informed and believe and based thereon allege that Defendants received numerous inquiries for appearances, speaking engagements and/or casting auditions. Plaintiffs are further informed and believe and based thereon allege that Defendants intentionally impeded and prevented Plaintiffs from obtaining such opportunities because Defendants placed their own personal interests, obligations and/or careers ahead of their professional obligations to Plaintiffs.

17. Plaintiffs discovered Defendants' actions and conduct as described herein within two years of filing this action, and Plaintiffs were unable to discover such information previously due to, among other things, Defendants' positions of trust and confidence.

IV. CAUSES OF ACTION

COUNT I BREACH OF FIDUCIARY DUTY (AGAINST ALL DEFENDANTS)

18. Plaintiffs incorporate by reference and reallege as if set forth fully herein, the allegations contained in ¶¶ 1 through 17 above.

19. Plaintiffs hired Defendants to manage Plaintiffs' media relations and act in Plaintiffs' best interests. Indeed, having positive profiles and images in the media were important to Plaintiffs, and based on Defendants' representations, Plaintiffs believed that retaining Defendants was important to ensure that Plaintiffs' ongoing press and media relations were positive. Plaintiffs never would have hired Defendants or allowed them access to Plaintiffs or their personal and confidential information had they known that Defendants contemplated or would contemplate damaging Plaintiffs' reputations.

20. Defendants were actively involved in dealing with Plaintiffs manager and de facto talent agent, Boris Krutonog, regarding Plaintiffs' business opportunities, including speaking engagements, appearances, and auditions. Indeed, Mrs. KRUTONOG was romantically involved with and had substantial influence upon Boris Krutonog.

21. Defendants each owed respective fiduciary duties to Plaintiffs as a result of their positions of trust and confidence. Defendants' fiduciary duties included, without limitation, a duty of confidentiality, a duty of undivided loyalty, and a duty to use reasonable care.

22. Plaintiffs are informed and believe and based thereon allege that Defendants acted individually and collectively in violation of said duties including, but not limited to, the following:

- a. Defendants communicated Plaintiffs' confidential information and/or encouraged others to communicate such information, including without limitation information about Plaintiffs' personal histories, relationships, and business, to tabloid media such as the *National Enquirer* and others despite the confidential information not being a matter of general knowledge and the fact that the Defendants knew or should have known that the information was confidential;
- b. Defendants encouraged and/or induced others to repeat, fabricate and publicize false and untrue rumors and stories to tabloids such as the *National Enquirer*, designed to impugn and harm Plaintiffs; and
- c. Mrs. KRUTONOG specifically instructed Defendants' employees not to return calls relating to Plaintiffs availability for appearances, engagements, and auditions;

- d. Mrs. KRUTONOG invented untruthful excuses to avoid arranging appearances and speaking engagements for Plaintiffs and having to travel or work on Plaintiffs' behalf; and
- e. Mrs. KRUTONOG actively dissuaded Boris Krutonog and others from returning calls and arranging appearances, engagements, and opportunities on the Plaintiffs' behalf.

23. Defendants did not inform Plaintiffs that they were communicating private information and untruthful stories about Plaintiffs or that they were encouraging others to do so. Plaintiffs certainly never gave informed consent to Defendants for such conduct.

24. Moreover, through their actions and conduct, Defendants impeded and prevented Plaintiffs from obtaining numerous business opportunities, including appearances, speaking engagements, and casting auditions despite their fiduciary duties.

25. Plaintiffs are informed and believe and based thereon allege that the aforesaid acts of Defendants, and each of them, were done intentionally or with a conscious disregard of Plaintiffs' rights and with an intent to vex, injure or annoy Plaintiffs such as to constitute oppression, fraud or malice, thus entitling Plaintiffs to exemplary and punitive damages in an amount appropriate to punish or set an example of Defendants, and each of them, and to deter such conduct in the future which amount will be proved at trial. Plaintiffs are informed and believe and based thereon allege that the officers, directors or managing agents of the business entity Defendants, and each of them, authorized, directed and/or ratified the wrongful acts of Defendants and consequently are liable to Plaintiffs.

26. As a direct and proximate result of Defendants' breach of their fiduciary duties as alleged herein, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT II
FRAUDULENT CONCEALMENT
(AS TO ALL DEFENDANTS)

27. Plaintiffs incorporate by reference and reallege as if set forth fully herein, the allegations contained in ¶¶ 1 through 26 above.

28. In Spring 2005, Plaintiffs retained Defendants to be their public relations strategists based on Defendants' representations to Plaintiffs that Defendants would manage Plaintiffs' media relations and act in Plaintiffs' best interests in dealing with the media and Plaintiffs' business opportunities. Defendants led Plaintiffs to believe that Defendants would promote Plaintiffs' positive images and inspiring background in the media to allow for Plaintiffs' continued success in entertaining, inspiring, and motivating others. Defendants further led Plaintiffs to believe that they would assist and work with Boris Krutonog in regard to Plaintiffs' business opportunities.

29. Defendants never disclosed to Plaintiffs that they contemplated selling stories to tabloid media such as the *National Enquirer* or that they intended to encourage others to do so. Indeed, Plaintiffs reasonably relied on Defendants representations because they never would have retained Defendants or allowed them access to Plaintiffs' confidential information had Defendants made such representations or had Plaintiffs known Defendants' true intent or purpose.

30. Nonetheless, following Plaintiffs' termination of Defendants, Defendants contacted the media to sell fabricated and untrue stories about Plaintiffs, and Defendants encouraged others, including former employees, to sell fabricated, untrue stories to the media, such as the *National Enquirer*.

31. Additionally, Defendants never disclosed that they intended to impede and prevent Plaintiffs from obtaining business opportunities, including appearances, speaking engagements, and television and film roles.

32. Plaintiffs were reasonable in relying on Defendants because Defendants sought and held positions of trust and confidence with Plaintiffs.

33. Nonetheless, Plaintiffs are informed and believe and based thereon allege that Mrs. KRUTONOG specifically instructed Defendants' employees not to return calls relating to the Plaintiffs' availability. Plaintiffs are also informed and believe and based thereon allege that Mrs. KRUTONOG invented untruthful excuses to avoid arranging appearances and speaking engagements for Plaintiffs and having to travel or work on Plaintiffs' behalf. Further Plaintiffs are informed and believed and thereon allege that Mrs. KRUTONOG actively dissuaded Boris Krutonog from returning calls and arranging appearances and speaking engagements on the Plaintiffs' behalf.

34. Plaintiffs are informed and believe and based thereon allege that the aforesaid acts of Defendants, and each of them, were done intentionally or with a conscious disregard of Plaintiffs' rights and with an intent to vex, injure or annoy Plaintiffs such as to constitute oppression, fraud or malice, thus entitling Plaintiffs to exemplary and punitive damages in an amount appropriate to punish or set an example of Defendants, and each of them, and to deter such conduct in the future which amount will be proved a trial. Plaintiffs are informed and believe and based thereon allege that the officers, directors or managing agents of the business entity of Defendants, and each of them, authorized, directed and/or ratified the wrongful acts of Defendants and consequently are liable to Plaintiffs.

35. As a direct and proximate result of Defendants' fraudulent concealment as alleged herein, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT III
NEGLIGENT OR INTENTIONAL MISREPRESENTATION
(AS TO ALL DEFENDANTS)

36. Plaintiffs incorporate by reference and reallege as if set forth fully herein, the allegations contained in ¶¶ 1 through 35 above.

37. In Spring 2005, Defendants misrepresented to Plaintiffs that they would protect Defendants image, trust and confidential information, such that Plaintiffs were misled to believe that Defendants would never contemplate selling stories to tabloid media such as the *National Enquirer* and/or that Defendants would never encourage others to do so. Additionally, in Spring 2005, Defendants misrepresented that they would actively assist and work with Plaintiffs' manager and de facto talent agent, Boris Krutonog, regarding Plaintiffs' business opportunities.

38. Plaintiffs reasonably relied on Defendants representations because they never would have retained Defendants or allowed them access to Plaintiffs' confidential information had Defendants made such representations or had Plaintiffs known Defendants' true intent or purpose.

39. Plaintiffs are informed and believe and based thereon allege that, while Defendants were employed as Plaintiffs' public relations strategists, Defendants impeded and prevented Plaintiffs from obtaining numerous business opportunities. Indeed, Plaintiffs are informed and believe and based thereon allege that defendant Mrs. KRUTONOG (1) specifically instructed Defendants' employees not to return calls relating to the Plaintiffs' availability; (2) invented untruthful excuses to avoid arranging appearances and speaking engagements for Plaintiffs and having to travel or work on Plaintiffs' behalf; and (3) actively dissuaded Boris

Krutonog from returning calls and arranging appearances and speaking engagements on the Plaintiffs' behalf.

40. Moreover, Plaintiffs are informed and believe and based thereon allege that following Plaintiffs' termination of Defendants, Defendants contacted the media to sell fabricated and untrue stories about Plaintiffs, and Defendants encouraged others, including former employees, to sell fabricated, untrue stories to the media, such as the *National Enquirer*.

41. Plaintiffs are informed and believe and based thereon allege that the aforesaid acts of Defendants, and each of them, were done intentionally or with a conscious disregard of Plaintiffs' rights and with an intent to vex, injure or annoy Plaintiffs such as to constitute oppression, fraud or malice, thus entitling Plaintiffs to exemplary and punitive damages in an amount appropriate to punish or set an example of Defendants, and each of them, and to deter such conduct in the future which amount will be proved a trial. Plaintiffs are informed and believe and based thereon allege that the officers, directors or managing agents of the business entity of Defendants, and each of them, authorized, directed and/or ratified the wrongful acts of Defendants and consequently are liable to Plaintiffs

42. As a direct and proximate result of Defendants' negligent or intentional misrepresentation as alleged herein, Plaintiffs have been damaged in an amount to be proven at trial.

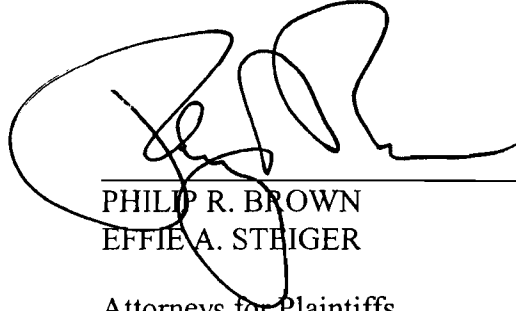
V. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs DUANE "DOG" CHAPMAN and BETH CHAPMAN, pray for judgment against Defendants, jointly and severally, as follows:

- A. For general damages in an amount to be proven at trial;
- B. For special damages in an amount to be proven at trial;

- C. For consequential and incidental damages in an amount to be proven at trial; and
- D. For attorney's fees, costs of suit, prejudgment interest, and such other and further relief, both legal and equitable, that this Court deems just and proper under the circumstances.

DATED: Honolulu, Hawaii, October 23, 2008.



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TMZ