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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91210245
Party	Plaintiff Life Forever Changed, LLC, KieAnn Brownell and Lisa Couch
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Submission	Motion to Suspend for Civil Action
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Date	06/20/2013
Attachments	Opposer's Motion to Suspend Proceedings.pdf(4026768 bytes )

IN THE UNITED STATE PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEALS BOARD

In the Matter of Trademark Application Serial Nos. 85/639133, 85/639140, 85/639143  
For the Marks THE ORIGINAL SILHOUTTES & Design, LYNNE WAGGONER-PATTON  
SILHOUTTES & Design and THE SILHOUETTES & Design

Life Forever Changed, LLC,	)	
KieAnn Brownell and Lisa Couch,	)	
	)	
Opposers,	)	Opposition No. 91210245
	)	
v.	)	
	)	
Waggoner-Patton, Lynne	)	
	)	
Applicant.	)	

**OPPOSERS' MOTION TO SUSPEND PROCEEDING**

Pursuant to 37 C.F.R. § 2.117(a) and Trademark Trial and Appeal Board Manual of Procedure ("TBMP") § 510, Opposers Life Forever Changed, LLC, KieAnn Brownell, and Lisa Couch, through its undersigned counsel, respectfully requests a suspension of the Trademark Trial and Appeal Board ("Board") proceedings in the above-referenced Opposition.

Under 37 C.F.R. § 2.117(a), whenever a party or parties to a case pending before the Board are involved in a civil action which may have a bearing on the Board case, proceedings before the Board may be suspended until final determination of the civil action. *See also, e.g.,* TBMP § 510.02(a); *General Motors Corp. v. Cadillac Club Fashions Inc.*, 22 U.S.P.Q.2d 1933 (TTAB 1992); *Toro Co. v. Hardigg Indus., Inc.*, 187 U.S.P.Q. 689 (TTAB 1975), *rev'd on other grounds*, 549 F.2d 785, 193 U.S.P.Q. 149 (CCPA 1977); *Other Tel. Co. v. Connecticut Nat'l Tel. Co.*, 181 U.S.P.Q. 125 (TTAB 1974), *petition denied*, 181 U.S.P.Q. 779 (Comm'r 1974); *Tokaido v. Honda Assocs. Inc.*, 179 U.S.P.Q. 861 (TTAB 1973); and *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S.P.Q. 805 (TTAB 1971). Furthermore, the Board will suspend

proceedings in the case before it if the final determination of the proceeding may have a bearing on the issues before the Board. *See* 37 C.F.R. § 2.117(a); TBMP § 510.02(a); *Other Tel. Co. v. Connecticut Nat'l Tel. Co.*, 181 U.S.P.Q. 125 (TTAB 1974) (decision in a civil action for infringement and unfair competition would have a bearing on the outcome of Trademark Act § 2(d) claim before the Board), *petition denied*, 181 U.S.P.Q. 779 (Comm'r 1974).

The same applicant and opposers in this Board proceeding are involved in a civil action, wherein the claims and issues arising out of the civil action are the same as in this Board proceeding. Opposers and Applicant Lynne Waggoner-Patton a/k/a Lynne D. Patton are currently involved in a civil action pending in the United States District Court for the District of Colorado. The case is captioned *KieAnn Brownell and, Lisa Couch, individually and derivatively on behalf of Life Forever Changed, LLC v. Lynne Waggoner-Patton aka Lynne D. Patton, and Rocky Mountain School of Dance, Inc.*, Civil Case No. 12-cv-01789-PAB (filed July 7, 2013) (the "Civil Action"). The complaint is attached hereto as Exhibit A. In the complaint, Opposers claim, *inter alia*, federal trademark infringement under the Lanham Act § 32, 15 U.S.C. § 1114 against Applicant and Rocky Mountain School of Dance, Inc. ("RMSD")—an entity which Applicant owns. Specifically, Opposers assert in the complaint that Applicant and RMSD have used and continue to use, *inter alia*, the mark "THE SILHOUETTES" (the "Mark") in connection with entertainment services in the nature of children's shadow dance performances, with full knowledge of Opposers' superior rights, but without its authorization. Further, Opposers assert that such use by Applicant and RMSD are likely to cause confusion with Opposers' established and superior trademark rights, and that such use constitutes infringement of Opposers' common law rights in the Mark. As such, the pending federal Civil

Action involves issues in common with this opposition proceeding and will have a bearing on the outcome of the Board proceeding.

Finally, although the pending Board action involves only the Applicant in her individual capacity, the Board may still suspend the Board proceeding even where the Civil Action also involves another entity, namely, RMSD, so long as there is at least one party involved in both Civil Action and opposition. *See* TBMP, § 510.02(a) (noting that the Board may suspend a proceeding pending the final determination in a “proceeding in which only one of the parties is involved”); *see also Argo & Co. v. Carpetsheen Manufacturing, Inc.*, 187 U.S.P.Q. 366 (TTAB 1975).

For the foregoing reasons, Opposers respectfully request the Board grant Opposers’ Motion to Suspend Proceeding pending a final determination of the Civil Action pursuant to 37 C.F.R. § 2.117(a) and TBMP § 510.

Respectfully submitted,  
SHERIDAN ROSS P.C.

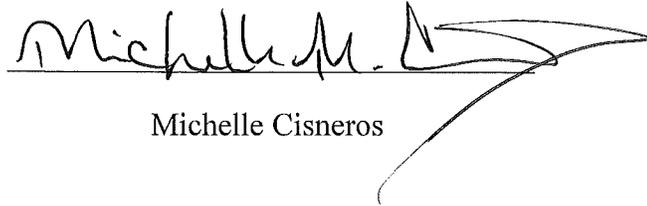


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Date: June 20, 2013

**CERTIFICATE OF SERVICE**

I, Michelle Cisneros, do hereby certify that a copy of the foregoing OPPOSERS' MOTION TO SUSPEND PROCEEDING was served by first class mail, postage prepaid, on the 20th day of July, 2013, upon the attorney/domestic representative for the Applicant:

A handwritten signature in black ink, appearing to read "Michelle Cisneros", is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish that extends to the right and then curves back down and to the left.

Michelle Cisneros

Cheryl L. Anderson  
CR MILES P.C.  
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# ATTACHMENT A

<p>DISTRICT COURT,  COUNTY OF JEFFERSON, COLORADO  100 Jefferson County Parkway  Golden, CO 80401-6002  303-271-6215</p> <hr/> <p><b>Plaintiffs:</b></p> <p>KIEANN BROWNELL and  LISA COUCH, individually and derivatively on  behalf of  LIFE FOREVER CHANGED, LLC,</p> <p><b>Defendants:</b></p> <p>LYNNE WAGGONER-PATTON aka  LYNNE D. PATTON, and  ROCKY MOUNTAIN SCHOOL OF DANCE,  INC.</p> <hr/> <p>Robert M. Horowitz, #17848  Kevin S. Neiman, #36560  HOROWITZ &amp; BURNETT, P.C.  1660 Lincoln, Suite 1900  Denver, CO 80264  Telephone: (303) 996-8602  Fax: (303) 966-8636  Email: <a href="mailto:bhorowitz@hblegal.net">bhorowitz@hblegal.net</a>  <a href="mailto:kneiman@hblegal.net">kneiman@hblegal.net</a></p>	<p><b>FILED Document</b>  CO Jefferson County District Court 1st JD  Filing Date: Jun 21 2012 4:42PM MDT  Filing ID: 44951571  Review Clerk: Beth B</p> <p><b>▲ COURT USE ONLY ▲</b></p> <hr/> <p>Case Number:</p> <p>Div.: ____; Ctrm: ____</p>
<p style="text-align: center;"><b>COMPLAINT</b></p>	

Plaintiffs KieAnn Brownell and Lisa Couch, individually and derivatively on behalf of Life Forever Changed, LLC, state as their Complaint as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiffs KieAnn Brownell ("**Brownell**") and Lisa Couch ("**Couch**"), individually and derivatively on behalf of Life Forever Changed, LLC ("**LFC**") (Brownell and

Couch are collectively "**Plaintiffs**"), are individuals who are members and managers (together with Defendant Patton) of LFC.

2. Defendant Lynne Waggoner-Patton aka Lynne D. Patton ("**Patton**") is an individual residing at 401 Irwin Place, Erie, CO 80516.

3. Rocky Mountain School of Dance, Inc. aka A Rocky Mountain School of Dance and Performing Arts ("**RMSD**") is a Colorado corporation in good standing whose registered agent is Patton, with a registered agent and principal address of 6520 Wadsworth Blvd., Unit 130, Arvada, CO 80003 (Patton and RMSD are collectively "**Defendants**").

4. Patton is the president and owner of RMSD.

5. At all relevant times, Patton was acting on behalf of RMSD and, accordingly, RMSD is liable for Patton's conduct.

6. Subject matter jurisdiction is proper pursuant to Colo. Const. art. VI, § 9(1).

7. Personal jurisdiction is proper pursuant to C.R.S. §§ 13-1-124(1)(a) and (b) in that, among other things, Defendants reside and have transacted business and committed torts within the State of Colorado.

8. Venue is proper in this Court in part pursuant to C.R.C.P. 98(c)(1), (c)(2) and (c)(5) in that Defendants reside, have committed torts, and the subject agreements were to be performed, in Jefferson County, Colorado.

### GENERAL ALLEGATIONS

#### The Creation of The Silhouettes

9. The Brownell family moved their daughter from the Academy of Colorado Ballet to RMSD for her dance training in August 2008.

10. In October 2008, Brownell was the President of the Metro Denver Sports Commission ("**Denver Sports**"), a 501(c)(3) community organization charged with bringing sporting events to Denver for economic development. During Brownell's four-year tenure at Denver Sports, the organization landed the right to host the NCAA Women's Final Four in 2012, hosted the NCAA Frozen Four in 2008, hosted a World Cup Snowboarding event called Big Air in Civic Center Park, negotiated the deal to bring the CU-CSU football game back to Denver for a period of 10 years and led Denver's Olympic bid aspirations.

11. As part of those aspirations, Denver had secured the right to host the most important business conference of the Olympic Movement called Sportaccord in March 2009. This was a significant opportunity for Denver to advance its Olympic dreams because nearly half of the voting members of the International Olympic Committee ("**IOC**"), including the Executive Board and President, would be present at Sportaccord.

12. Wanting to seize the opportunity to tell Denver's story to the IOC, Brownell and Denver Sports hired well-known Olympic producer Scott Givens and his company, Five Currents, to create the opening ceremony for Sportaccord ("**Opening Ceremony**"). Mr. Givens has more than 300 large events among his credits, including ten Olympic Games, the Disneyland 50th Anniversary, Rio 2007 Pan American Games Ceremonies, Rio 2016 Olympic Bid, Super Bowl Saturday Night, numerous Super Bowl and NFL Games, the Clinton Global Initiative, and the Australian Rugby League Grand Finals. Mr. Givens is currently working on Guadalajara 2011 Pan American Games Ceremonies and London 2012 Ceremonies. He is a recipient of the Olympic Order and his productions have won several industry awards.

13. During an early planning meeting in the Fall of 2008, Mr. Givens advised Brownell that his idea for the Opening Ceremony would include three creative vignettes of three to seven minutes each with various intervening protocol speeches. Brownell suggested that they use the Colorado Ballet for the opening vignette since they needed to secure the right to use the Ellie Caulkins Opera House ("**Ellie**") for the Opening Ceremony and Colorado Ballet had the option for that date. Mr. Givens agreed and suggested that involving children in the second vignette would appeal to the IOC (Brownell secured Earth, Wind & Fire to perform for the third vignette). Brownell suggested that perhaps Patton, the owner of RMSD, would be able to provide some children dancers. Thus, Brownell asked Patton if she would be willing to assist in the Opening Ceremony.

14. At a meeting that took place in Patton's office at RMSD, Brownell outlined the details of her request, shared Mr. Given's website and credentials, and advised Patton that the IOC includes members of Royal families from around the world, and that the Governor of Colorado and the Mayor of Denver would be present. Patton then agreed to assist with the Opening Ceremony.

15. In early January 2009, Patton and Mr. Givens discussed creative ideas. Patton then came back with three options, none of which Mr. Givens believed to be appropriate. After going back and forth for nearly a month until the middle of February 2009, Mr. Givens advised Brownell that he did not think Patton could produce the desired results and suggested an alternate act, a shadow dancing group (dancing behind a screen). Brownell insisted that Mr. Givens work with Patton from a choreography perspective in order to not disappoint the children who were already relying on performing. Mr. Givens then had a call with Patton in which he introduced the concept of shadow dancing to Patton and asked if she could train the children to perform a similar show. Thus, the concept of the "Silhouettes" was born.

16. Mr. Givens wanted iconic Denver photos to overlay the dancers' shadow work, a new concept to shadow theater. Mr. Givens' creative team at his company, Five Currents, then began developing the system of photo overlay that the Silhouettes have used ever since.

17. Mr. Givens coined the name "Colorado Silhouettes." Denver Sports incurred all of the costs to produce the Colorado Silhouettes, including those related to costumes, photos, production, and numerous rehearsal times at the Ellie. At the show's conclusion, Denver Sports gave the costumes (unitards) to RMSD and paid them a \$5,000 honorarium that Patton kept for herself.

18. On March 24, 2009, before 1,800 of many of the most influential people in the sports world, the Colorado Silhouettes debuted at the Opening Ceremony. The children received a rousing ovation.

19. In summary, the idea of the Silhouettes originated with Mr. Givens, and was developed through the creative collaboration of his company, Five Currents, and Patton's choreography.

#### **100<sup>th</sup> Anniversary of Colorado Tourism**

20. Following Sportaccord, a local talent agent, Chris Starkey, contacted Patton and asked if he could book the Silhouettes for local corporate shows.

21. The first show that Mr. Starkey booked was for Visit Denver for the 100<sup>th</sup> Anniversary of the Tourism Board. Since Patton wanted to use the Opening Ceremony show that was performed at Sportaccord, Patton understood it was necessary to get approval from Mr. Givens. Patton contacted Brownell and asked if she would obtain such approval. When Brownell discussed this with Mr. Givens, he stated he would give permission as long as Denver Sports would give permission. Brownell, on behalf of Denver Sports, granted Patton and Mr. Starkey permission to perform the Opening Ceremony show for Visit Denver.

22. When it came time to perform the show, Patton realized that she did not know how to recreate the photo overlay element. Patton asked Brownell to ask Mr. Givens if Five Currents would provide the video for the photo overlay. Brownell did so and Five Currents sent the video to Patton.

23. The Silhouettes performed for the 100<sup>th</sup> Anniversary of the Colorado Tourism Board.

24. After that event, Mr. Starkey booked the Silhouettes for two or three more corporate shows.

### **America's Got Talent Audition**

25. In October 2010, Mr. Starkey received a phone call from the producers of America's Got Talent ("AGT") stating that they were coming to Denver for open auditions and asking if he had any acts to recommend. Mr. Starkey recommended several acts, including the Silhouettes.

26. The Silhouettes had an audition on October 10, 2010 at the Sheraton Downtown Denver. Patton was scheduled to be out of town teaching at another studio that weekend and did not attend.

27. In preparation for the audition, it was determined that the children would not be able to perform the Silhouettes live and they would need to submit a video. Patton needed a video of the children performing as the Silhouettes and requested that Brownell provide a video from the Opening Ceremony. Brownell worked with the videographer from Sportaccord, Bryan Hagar, and, at her own expense, had him prepare the video for the audition, which Brownell provided to Patton.

28. The audition lasted less than five minutes, with the children entering the room, handing the video to the producer, answering two questions, and being dismissed.

29. On December 17, 2010, an AGT producer called Patton and informed her that the Silhouettes had made the television audition.

### **The Television Audition and Getting Organized**

30. The Silhouettes television audition was March 24, 2011 in Minneapolis. There, the judges unanimously voted to send them to the next round in Las Vegas.

31. Immediately after the audition, Brownell and Couch recognized that the Silhouettes would require considerable work and organization to succeed in AGT and began preparing a "to do" list. They arranged a meeting with Patton on March 26, 2011 to discuss their ideas. Patton agreed with their ideas and later that afternoon, they met with all of the dancers' parents to organize committees.

32. The committees that Brownell and Couch organized (and their chairpersons) are:

- Security – Steve Brownell
- Marketing – Kristi Estes and Erin Strange
- Costumes/Makeups – Sherrie Houghton and Julie Bayer
- Prop Transports and Setup – Jack Patton and Ed Telgenhoff

- Merchandise/Uniforms – Becky Wilson
- Team Travel and Documentation – Diana Ferrero and Jan Smith
- Fan Club and Travel – Kristen Barden and Jim Ellington

33. At the meeting, Patton told the parents that Brownell and Couch would be in charge of these committees and were authorized to make decisions.

34. On March 28, 2011, Brownell and Couch, among other things, began: securing the URLs, designing and building a new Silhouettes website, developing a Silhouettes contract between RMSD and the dancers, and overseeing the development of logo concepts for Silhouettes. During this time, Patton was consumed with the creative process and communicating with AGT's producers.

35. That same day, Brownell secured the URLs [www.RockySilhouettes.com](http://www.RockySilhouettes.com) and [www.RockyMountainSilhouettes.com](http://www.RockyMountainSilhouettes.com). Brownell also tried to buy [www.TheSilhouettes.com](http://www.TheSilhouettes.com), but it was too expensive.

36. On March 30, 2011, Brownell and Couch held a marketing committee meeting where they discussed logo concepts and viewed potential website designs. In April 2011, Couch built and maintained the site, [www.RockyMountainSilhouettes.com](http://www.RockyMountainSilhouettes.com), which became operational in June 2011.

37. On April 1, 2011, Patton sent an email to all of the parents at RMSD asking everyone to donate money and help buy a screen, light, and projector. In the same email, she credited Sportaccord as the genesis of the Silhouettes.

38. On April 12, 2011, Brownell and Couch met with all of committee chairs to discuss their progress and future work.

#### Vegas Week

39. On April 28, 2011, Patton received a call from an AGT producer stating that they could only bring six dancers to Las Vegas and that they needed to come prepared to explain why the Silhouettes would be a good Las Vegas headliner act.

40. Brownell, Patton, and Shanti Lowry (an actress and alumni of RMSD) prepared the presentation for the dancers. Brownell then formatted, enhanced, and printed the final presentation at her own expense. She also assembled a flip book of the kids making the blue bear image from their act at a personal cost of \$485, and paid for eight copies of the book.

41. On May 6, 2011, the Silhouettes were passed through from Las Vegas to Hollywood without ever performing the presentation. On July 19, 2011, following the

Silhouettes' first Hollywood performance, AGT judge Sharon Osborne quoted from the presentation verbatim (she and the other judges had been given the printed presentation while in Las Vegas).

### **Building the Brand**

42. Once the children had passed through Las Vegas and it was known they were going to Hollywood, Brownell and Couch turned their attention to building the brand of the Silhouettes and developing a fan base. They realized that once on the live Hollywood shows, the American public would be voting to determine how long they stayed. They knew at that time that it would be vital to have a strong web presence.

43. Although the marketing committee had been working on developing a logo for the Silhouettes and exploring options for building the Silhouettes website, Brownell and Couch realized that it would be imperative for everything to be up and running the night that the first live show aired.

44. On June 1, 2011, Brownell and Couch obtained Patton's approval for an initial Silhouettes logo. Brownell and Couch worked diligently during evenings (as both had successful day jobs) at Brownell's Denver Sports' office beginning to build the Silhouettes' website. They required headshots of all 42 dancers plus bios, which they obtained from the parents. They also obtained other candid photos of the dancers for use on Facebook and the website, and enlisted other parents various nights to help edit the bios and organize the photos.

45. The Silhouettes website, [www.RockyMountainSilhouettes.com](http://www.RockyMountainSilhouettes.com), launched June 23, 2012, just ahead of the airing of the AGT Las Vegas week. Brownell and Couch spent hundreds of after-work hours with website host, Clint Steiner, building the website and uploading content. They obtained biographic information from every family along with 10 photos of each child. They wrote the narrative along with a video of the Colorado show from Sportaccord. Brownell and Couch personally funded the cost of developing the website with Mr. Steiner and the search engine optimization. Since the website's launch, there have been over 48,000 unique visitors to the site with more than 100,000 page loads.

46. Simultaneously, Brownell and Couch began posting bios and pictures of the dancers on a Facebook page called Rocky Mountain Silhouettes.

47. Every night that the show aired throughout the entire season (32 episodes), Brownell and Couch monitored the social media and created the unified voice of the Silhouettes. They focused on a voice for the brand that embodied their vision for the Silhouettes as wholesome "All American Kids" who could be found living next door to anyone.

48. Brownell and Couch implemented and monitored strict social media rules on the dancers so that the voice was consistent and not miscommunicated.

49. On July 4, 2011, NBC notified the Silhouettes that it would build a Facebook page entitled "SilhouettesAGT" and a blog on the NBC website, and start monitoring their Twitter account. With Patton's endorsement, Brownell and Couch were the official correspondents between the NBC social media department and the Silhouettes.

50. From the day the social media accounts and website launched, Brownell and Couch have been responsible for being the voice of the Silhouettes. They have tweeted at least 1,750 times and have approximately 7,779 followers. They have maintained and posted regularly on both Facebook pages, and as of May 30, 2012, there are 8,416 likes on the SilhouettesAGT Facebook page and 2,307 likes on the Rocky Mountain Silhouettes Facebook page. They also had nearly 300 blog and video posts on the NBC.com blog. Although the show ended on September 14, 2011, Brownell and Couch continued to maintain the social media accounts, recognizing this was an important part of the brand strategy of the Silhouettes. After the show, Patton, Brownell, and Couch determined that they would drop "Rocky Mountain" out of the name because it was too limiting for their future vision. They decided to go with a cleaner version of the word, "Silhouettes" for the company logo, a copy of which is attached hereto and incorporated herein as **Exhibit 1**.

#### Hollywood

51. On June 8, 2011, the Silhouettes' "Imagine" show debuted. Brownell and Couch monitored and maintained Facebook and other social media sites.

52. On June 11, 2011, Brownell and Couch held an extensive parent meeting to discuss social media restrictions and support, website update, YouTube, travel details, and the implementation of a \$200 per month fee to RMSD based on Patton's representations that it was losing substantial money in connection with the Silhouettes/AGT.

53. Brownell and Couch have since learned that RMSD was in fact being reimbursed by AGT for many of its claimed expenses.

54. On July 7, 2011, Brownell and Couch met with Mr. Steiner again at Denver Sports and paid \$500 for additional website support.

55. On July 4, 2011, Patton directed NBC Universals Senior Director of Social Media, Dana Robinson, to work with Brownell and Couch on AGT Facebook, blog, and the Twitter account.

56. Through the September 14, 2011 AGT finale in which the Silhouettes placed second, Brownell and Couch provided additional services for the Silhouettes, including without limitation, purchasing at their own expense a new laptop computer for Patton's use when her laptop failed on September 1, 2011.

### LFC – The Company

57. The concept for the potential future of the Silhouettes began when Brownell emailed to Couch and Patton on July 24, 2011 Brownell's "The Painted Picture of SILHOUETTES life forever changed, LLC" ("**Painted Picture**") with her initial thoughts and vision.

58. On August 25, 2011, prior to departing for Hollywood the next day for the AGT Top 24, Brownell met with Chuck Morris, President and CEO of AEG Live Rocky Mountain. At the meeting, Brownell asked Mr. Morris if he had heard of the Silhouettes and he replied no. Brownell showed him the video from the first Hollywood show and told him she would be in touch when they returned.

59. In August 2011, while in Hollywood, Brownell emailed the Painted Picture to Jack Patton, Patton's husband. Mr. Patton then had a conversation with Brownell and stated this was exactly what Patton needed – that is, she needed someone to be CEO and handle the business side of the Silhouettes.

60. On September 16, 2011, after the Silhouettes finished second on AGT, they returned to Denver. On their drive home, on September 24, 2011, the Pattons met with Brownell and Couch in Vail for a retreat to discuss the future of the Silhouettes. Patton, Brownell, and Couch decided they were interested in moving forward together as a company and building the Silhouettes.

61. On September 28, 2011, Patton announced by email to the office staff at RMSD that she, Brownell, and Couch had created "a plan to move forward and make the most of this amazing opportunity we have been given." See **Exhibit 2**, a copy of which is attached hereto and incorporated herein.

62. A day before, on September 27, 2011, Brownell followed up with Mr. Morris and asked if he was interested in talking again about the Silhouettes. This ultimately led to an October 4, 2011 meeting with Mr. Morris, Patton, Brownell, and Couch in which the potential of doing a theater show together was discussed. Mr. Morris agreed to look for dates at the Ellie and said that he would come to Las Vegas for the AGT show.

63. After the meeting, Brownell, Couch, and Patton went to lunch and discussed several business matters, including standard pricing for shows. Brownell and Couch also began fielding the inquiries regarding the Silhouettes.

64. One of Patton's concerns was RMSD's dance studio and its associated debt. Brownell and Couch offered to help with marketing the studio and helping RMSD capitalize on its training of the Silhouettes. Couch began meeting with the studio staff on September 29, 2011 to draft a marketing plan.

65. On October 3, 2011, three new email addresses were established: [kieann@rockymountainsilhouettes.com](mailto:kieann@rockymountainsilhouettes.com); [lisa@rockymountainsilhouettes.com](mailto:lisa@rockymountainsilhouettes.com), and [lynne@rockymountainsilhouettes.com](mailto:lynne@rockymountainsilhouettes.com). See **Exhibit 3**, a copy of which is attached hereto and incorporated herein.

66. On October 7, 2011, Brownell and Couch delivered two proposals they had created to Five Star Talent and Entertainment on behalf of Kempe Center and Sabrina Ortega of Madison PG on behalf of Abbott Labs, which were subsequently booked and executed in April 2012. A copy of the proposals are attached hereto and incorporated herein as **Exhibit 4**.

67. On October 19, 2011, Couch sent an email to Brownell and Patton with a proposed plan for the Silhouettes performance packages, a copy of which is attached hereto and incorporated herein as **Exhibit 5**.

68. On October 21, 2011, Brownell, Couch, and Patton met in the offices of Denver Sports to layout their collective vision for the future of the Silhouettes and their partnership. Patton used her iPad to take pictures of the white boards and sent them to Brownell and Couch *via* email.

69. On October 23, 2011, the Silhouettes departed for Las Vegas for a week of rehearsals and three shows at Caesar's Palace.

70. On October 28, 2011, Mr. Morris arrived in Las Vegas and met Patton, Brownell, and Couch for lunch. Mr. Morris reported that he was very encouraged by ticket sales, and was interested in seeing the show and determining how he could further help promote a theater show in Denver.

71. Couch arranged a meeting with representatives of the Bayside Church in Sacramento, and she and Brownell met them at Caesars Palace. The representatives saw the Silhouettes' performance and then met with Couch to shoot footage after the show to begin advertising their Christmas services with the Silhouettes.

72. On October 31, 2011, based on Brownell's relationship with the sports anchor, Susie Wargin, the 9News morning team dressed up like the Silhouettes for Halloween.

73. On November 7, 2011, the Silhouettes performed at the Allied Jewish event at the Seawell Ballroom in Denver pursuant to a booking arranged by Brownell through Starkey Entertainment. Brownell negotiated this deal with Mr. Starkey who served as the booking agent for the event. Mr. Starkey contacted Brownell and requested a proposal that she provided and then she handled the negotiations and the contract.

74. On November 11, 2011, Brownell, Couch, and Patton flew to London for the LIA Awards. Brownell and Couch believed that the opportunity to be in front of all of the advertising executives from around the world would be advantageous for the Silhouettes. They accordingly agreed to present a video to open the award show, and Brownell negotiated with the founder of LIA to pay their travel to London as well as all of the expenses of filming.

75. On November 19, 2011, Couch took the entire Silhouettes team to a free public appearance called Operation Freebird.

76. On November 21, Brownell, Couch, and Patton met at the offices of Denver Sports to finalize their "partnership" agreement for LFC. They decided at the meeting to be **three equal partners**.

77. Patton accordingly emailed her attorney, Brad Rupert, that day and asked how much he would charge to draft a "partnership agreement LLC." Mr. Rupert explained the difference between a partnership and a limited liability company that was the ultimate entity selection for LFC. Brownell, Couch, and Patton nevertheless continued at times to refer to LFC as a "partnership" and themselves as "partners."

78. Later that same day, Patton sent an email to Brownell, in part, thanking her for working through certain differences that day, expressing her gratitude, referring to Brownell as her "hero," and acknowledging that the "burden of creating the show has been weighing heavily" on her, a copy of which is attached hereto and incorporated herein as **Exhibit 6**.

#### **Introducing The Silhouettes Partnership – LFC**

79. On November 22, 2011, the three LFC partners held a meeting with all of the parents and Silhouettes dancers to announce the formation of their partnership and new company, LFC. Brownell and Couch had previously reviewed with Patton the power point presentation for this meeting. All three partners presented and were greeted with enthusiasm. The power point presentation is attached hereto and incorporated herein as **Exhibit 7** (with each slide separately lettered a through u), utilizes the terms "The Silhouettes" and "Life Forever Changed, LLC" interchangeably, and provides in pertinent part:

I know that the last couple of months it's probably seemed like there is no vision for this going forward and we apologize for our lack of communication. However, we can honestly say we have been paddling upstream as fast as we can just to get our arms around the enormity of this opportunity. And it is enormous. So indulge us now as we share with you the vision of Life Forever Changed, LLC.

Pages 7a and b.

Lynne, KieAnn and I [Couch] have formed a new corporation to house and operate the Silhouettes. In this new chapter, going forward the Silhouettes will be a professional company that will be operated completely independently of the RMSD.

Page 7b.

80. In addition, the team structure depicts Brownell, Couch, and Patton on an equal level in "The Silhouettes," and included therein below: "Limited Liability Corporation" and "Equal Partnership." Page 7k (emphasis added).

81. And the next slide defined "the roles" as follows: Chief Creative Officer – Patton, "responsible for the creative product – design, development and delivery"; and Chief Operating Officer/Couch and Chief Executive Officer/Brownell, "responsible for business, operations, building the brand, supporting the children." Page 7l.

82. The next day, on November 23, 2011, in an email reply to Brownell, Patton states, in part, "Last night was a new beginning of a very beautiful future!!!! Thank you for being the visionary leader and taking the steps (thousands of hours of work) to begin this incredible journey!!!!"

83. Also on November 23, based on their new partnership, Couch sent an email to one of the representatives of Bayside Church announcing that she was officially leaving her lucrative 15-year real estate practice to work with the Silhouettes full time.

84. On November 26, 2011, Patton sent an email to the entire Silhouettes family stating that the "LFC partners" would be selecting the new team for the January performance opportunities, and noting that all of the Silhouettes dancers would be required to sign and return the agreements with LFC (the "**Agreements**") by December 20, 2011, a copy of which is attached hereto and incorporated herein as **Exhibit 8**.

85. All of the parent meetings and performer interviews were only conducted by Brownell and Couch, in part because Patton declined to be involved.

86. On November 28, 2011, Patton sent an email to Brownell and Couch advising them that she had closed the only Silhouettes bank account in favor of a new "bank that could house the Silhouettes." This new account was opened in the name of LFC.

87. On November 29, 2011, Patton sent two emails to Ryan Young regarding performance dates for Herbalife, copies of which are attached hereto and incorporated herein as **Exhibit 9**. In the first email, Patton states in part, "I have 2 business partners now for our new company called **LFC (Life Forever Changed) that is the mother company for Silhouettes**" (emphasis added). The second email provides in part, "The new company is called Life Forever Changed and my partners are Lisa Couch, Chief Operations Officer and Kieann Brownell, Chief Executive Officer. I get to remain on creative which I love!!!"

88. On November 30, 2011, Brownell filed Articles of Organization with the Colorado Secretary of State for Life Forever Changed, LLC (a copy of which is attached hereto and incorporated herein as **Exhibit 10**) and applied to the IRS for a tax identification number. The Articles provide the members (Brownell, Couch, and Patton) are responsible for the management of LFC.

89. On November 30, 2011, Brownell and Couch delivered the same power point presentation two more times at the RMSD studio. The first meeting was for families of RMSD dancers who were not Silhouettes and the second meeting was open to the public.

90. Between November 28 and December 11, 2011, Brownell and Couch scheduled and held individual meetings with all of the dancers and the parents. They met with the dancers separately. In a two-week period, including at nights and on the weekends, they met with over 50 sets of parents and more than 40 dancers.

91. All the selected Silhouettes dancers signed the Agreements with LFC.

#### **Proceeding with LFC**

92. Throughout November 2011, Brownell and Couch continued booking shows for the Silhouettes. By December 1, 2011, they had booked many shows, including a \$22,500 plus expenses show in Washington D.C. for the Council on Competitiveness and a series of 14 shows at Bayside Church in Sacramento for \$50,000 plus all expenses.

93. Also, following the shows, Bayside Church agreed to have LFC present Silhouette shows for the Christmas holiday in 2012.

94. Brownell purchased all of the airline tickets for the Washington D.C. and Sacramento shows on her personal American Express card and then waited for reimbursement from the clients. It was over \$21,000 for Sacramento alone.

95. Additionally, Brownell and Couch sold sponsorships to Key Bank, LIA, and the Pediatric Dental Group for \$7,500, \$3,000, and \$2,000 each. The money was used to purchase North Face winter coats for the dancers.

96. On December 2, 2011, the pre-sale started for the tickets for the January 21, 2012 Homecoming Show being promoted by AEG Live. Couch oversaw the marketing and ticket sales for the Silhouettes side for the show and worked extensively with a representative from AEG.

97. On December 10, 2011, LFC held auditions for the new Silhouettes cast at the studio.

98. Also on December 10, Brownell had a series of conversations with On Location Education regarding work permits for the dancers in California while performing at Bayside. Brownell and Couch worked with all of the parents to get the applications submitted and ultimately talked to the Attorney General's office in California, which authorized a waiver since the dancers were performing at a church and the church was not selling tickets.

99. On December 15, 2011, based on her LFC partnership in the Silhouettes, Brownell submitted her resignation to the Board of Directors of the Metro Denver Sports Commission, effective December 31, 2011, in order to devote full time efforts to LFC, then flew to New York and had dinner with Barbara Levy from the LIA Awards and also met with a Broadway producer, Luke Weidner.

100. On December 16, 2011, Patton, Couch, and the Silhouettes were in Sacramento performing the opening night of the Bayside Christmas services. They flew home early on the morning of December 17 to perform in the RMSD annual Christmas Story. They returned to Sacramento early in the morning on December 18, 2011 and remained through December 24, 2011. They performed 17 services before more than 42,000 people.

101. On December 27, 2011, Patton sent out the training and rehearsal schedule for January without consulting Brownell and Couch. It included having the VIP Silhouettes train everyday beginning at noon. It should be noted that this was Patton's idea and she asked Brownell and Couch to sell it to the parents, which they did. However, at a parent meeting on May 8, 2012, Patton changed the training schedule back to night and indicated that it was Brownell and Couch who required the daytime arduous schedule.

102. On January 2, 2012, Brownell and Couch showed up to work at the studio and originally officed in the lunchroom. Patton offered to let them work in the teachers lounge upstairs behind the Summit dance room, which had not been used for some time and required substantial clean-up and work. Brownell, her husband, and Couch painted the room, re-carpeted it, fixed the light fixtures and ceiling tile, and otherwise had it ready to serve as the global headquarters of LFC by the end of the week.

103. As part of the clean up, Brownell and Lisa changed the lock on the door for security purposes and the only other known person who was provided a key was Patton.

104. The first few weeks of January 2012, Brownell and Couch were busy selling out the Homecoming Show (2,200 tickets), and getting the business structured for payroll, banking, and other financial matters. Patton had set up the only Silhouettes bank account in LFC's name at Chase Bank with the three of them as signatories on the account.

105. As part of the LFC deal with the studio and per the LFC Agreement with the dancers, LFC would collect a training fee of \$300 from each of the VIP Silhouettes and then pay the studio to train them as long as they were still housed at RMSD. There were 22 VIP Silhouettes, so the monthly payment was about \$6,600.

106. In January 2012, RMSD needed money and Patton was anxious to receive her training fee from LFC so that she could cover the RMSD rent. Once Brownell and RMSD employee, Vicki Coughran, had agreed on the amount, Patton granted Ms. Coughran access to the LFC account and had her transfer money to RMSD without further discussing with Brownell and Couch. Brownell and Couch believed this to be potentially problematic so they advised and moved the LFC operating account to KeyBank, a Silhouettes' sponsor.

107. During this time, Brownell and Couch met with three different payroll companies and obtained quotes for the payroll processing. They determined that ADP was the cheapest and most reliable solution and thus contracted with ADP to handle payroll for LFC.

108. The Homecoming Show was held on January 21, 2012, with rehearsals on January 19 and January 20. Brownell and Couch invited New York producer Luke Weidner to the production. On Thursday, it came to Brownell's attention that Patton was not planning to have the dancers take a bow at the end of the show. Understanding that Patton was likely feeling like she deserved the spotlight and the attention, Brownell called Patton and suggested she take a bow. Later at rehearsal, Brownell was concerned to see the bow sequence that Patton had orchestrated. With the stage dimly lit, Patton had the dancers form a semi-circle that went to the back of the stage, then a spotlight came on and the dancers parted as Patton entered. Heeding Patton's husband's warnings, Brownell said nothing to Patton and instead found the production manager, Gary Wysocki, and told him he needed to also light the dancers during the bows. Mr. Wysocki subsequently told Patton of Brownell's request and Patton did not speak to Brownell for

10 days. Brownell and Couch suspect that this may have been the genesis of Patton's ill-will that may have in part contributed to Patton subsequent attempt – as discussed below – to force out Brownell and Couch and steal the Silhouettes' opportunity for herself and RMSD.

109. After the show, Chuck Morris and Brian Schwartz of Red Light Management (one of the premier live performance management companies in the world) approached Brownell and requested a meeting. Brownell, Couch, and Messrs. Morris and Schwartz met on January 26, 2012 and discussed them becoming the Silhouettes' managers.

110. The following week when Patton returned from vacationing in Mexico, Brownell and Couch took her to dinner and told her the news. They all celebrated and toasted to the future of their partnership.

111. Throughout January 2012, Brownell and Couch were busy booking shows. They also handled all of the travel arrangements, contracting, invoicing, and collections with the clients. Additionally, they coordinated the necessary creative calls between clients and Patton and participated in those calls.

112. In February 2012, the Silhouettes had a busy performance schedule. On February 2, 2012, they performed at the Buell Theater for the Noel Cunningham Memorial Show. On February 7, 2012, they performed at the Venetian in Las Vegas for Thermo Fisher Scientific, and on February 29, 2012, they performed in New Orleans for the Coldwell Banker International Convention. All of these were shows that were negotiated, contracted, organized, and settled by Brownell and Couch. Further, they accompanied the Silhouettes to every show.

113. In early February 2012, Patton asked Brownell and Couch to help her sell RMSD so she could devote her efforts, like her partners Brownell and Couch, on a full-time basis to LFC. Brownell asked for the financial information for the studio so that she could determine a fair asking price. Patton emailed her bookkeeper on February 7 and stated in pertinent part:

The Silhouettes are taking off... the opportunities are endless right now! My business partners are trying to move me into just Silhouettes and out of Rocky Mountain. They are requesting financial's so they can determine what they need to sell it for in order for me to cover the outstanding debt. This needs to remain confidential because we don't want to lose the clientele we have right now but the studio will never be worth more than it is right now and I don't have time to do both. Plus the idea of having a 100 city tour and 10 shows in 10 cities appeals to me...as well as the possibility of Broadway!!!

114. The most important performance of February was on the 15th, when the Silhouettes had a private audition for John Huie of Creative Artists Agency, perhaps the most successful talent agency in the world, with clients including George Clooney, Oprah Winfrey,

and Steven Spielberg. Mr. Huie was in town for the Lady Antebellum concert and Mr. Morris arranged for him to come and see the Silhouettes. LFC rented a local sound stage and staged a 20-minute show for him. Mr. Huie was moved by the dancers and was very interested in working with LFC, particularly when he found out the impact they had had at Bayside Church.

115. On February 15, 2012, business cards with titles and bearing the Silhouettes logo were made for Brownell, Couch, and Patton, copies of which are attached hereto and incorporated herein as **Exhibit 11**.

116. On February 16, 2012, Patton emailed all of the Silhouettes and their parents and stated in part:

Also, Miss Lisa, Miss KeiAnn and I are headed to New York this weekend to meet a Broadway Producer and attend a seminar on producing your own Broadway show. **We will be giving a presentation at the seminar about our product (Silhouettes) ... Ahhhhhh Yeahhh!!!!!! This will help provide us with information needed when discussing the proposed tour, shows in specific cities and eventually Broadway with production and management companies.**

**The magnitude of the doors opening this week still seems unreal. In one weeks time LFC has met with AEG, Redlight, Creative Artist Agency and a Broadway Producer. NEVER in my wildest dreams would I think this was possible. The opportunities are just beginning!!!!**

Emphasis added.

117. From February 16 to 19, 2012, Brownell, Couch, and Patton traveled to New York to attend a How to Get Your Show Off the Ground workshop with producer Ken Davenport. Patton showed up late to the airport and nearly missed the plane because she went to the wrong gate. Brownell and Couch had already boarded when she arrived and they had been upgraded. When they landed in New York, Patton was clearly agitated that they had been upgraded and she was not. Brownell and Couch did their best to avoid any escalation and focus on the purpose of their meeting, the workshop with Mr. Davenport.

118. During lunch in New York, consistent with their "parent" duties, Brownell and Couch raised the fact that a number of parents had complained concerning the training at the studio. Patton became defensive and irritated. Again, Brownell and Couch did their best to avoid allowing any such emotions from adversely impact LFC's business by turning their attention to other business.

119. Consistent with their responsibilities to also act as liaison with the parents, on February 24, 2012, Brownell and Couch again met with the parents to update them on the state of the Silhouettes.

120. March 2012 was another busy month for performances for the Silhouettes. They performed for Craig Hospital on March 2, Nippon TV in Denver on March 5, AFPM in San Diego on March 11, and the NCAA Women's Final Four in Denver on March 30. All of these were shows that were negotiated, contracted, organized, and settled by Brownell and Couch. Further, they accompanied the Silhouettes to every show.

121. On March 3, Patton sent an email regarding a problem she was having with a mother of a Silhouette, a copy of which is attached hereto and incorporated herein as **Exhibit 12**. Patton states in part:

**The LFC partners are working incredibly hard every day - all day - to create opportunities for the Silhouettes....LFC is a business and not a recreational dance program. We are accomplishing ever[y] single thing we said we would** and constant questioning of the program creates a "high maintenance" label that affects their child's eligibility to be hired for shows. []

My LFC partners have graciously taken over the "parent issues" section of the business which has enabled me to work on creative and continue to grow the product, however I felt it was important for me to voice my concerns directly to you.

Please schedule a time this week to meet with Lisa and KieAnn to discuss and resolve these issues. They will not be able to meet or discuss these issues this weekend because of the huge amount of work they have on their lists.

Emphasis added.

122. On April 4, 2012, in front of Messrs. Morris and Schwartz, Patton announced to all of the Silhouettes families the agreed upon decision to move the Silhouettes from RMSD's studio to a sound stage on May 1, 2012 for future rehearsals and training. Brownell, Couch and Patton also presented another power point presentation outlining the relationships with Mr. Morris, Redlight and CAA.

123. Brownell and Couch had already made arrangements with a referral from Mr. Morris for the new LFC space which, unlike RMSD's studio, would allow rehearsal with the actual screen behind which the dancers performed.

124. The next day, Patton advised them that she had changed her mind and unilaterally decided against the move. While this change was done without the knowledge or agreement of LFC, Brownell, or Couch, and seemed to show that Patton was now elevating her and RMSD's interests over those of LFC; Brownell and Couch again they did their best to proceed with LFC.

125. On April 17, 2012, LFC filed its tax return consistent with the ownership division of 33.33% each. The return and the K-1's of the members, including Patton's, name the taxpayer as "Life Forever Changed, LLC doing business as The Silhouettes."

126. In late April or early May 2012, Patton learned for the first time of another key member of the LFC team introduced by Brownell and Couch, Phil Lobel of Lobeline Communications, among the most prominent publicists in the world, whose clients have included, Brad Pitt and David Copperfield. Patton emailed all of the Silhouettes and their parents and stated:

I have a funny story... I was receiving emails from someone named Phil regarding the marketing strategies for Silhouettes. I wasn't sure who I was communicating with and then I received the email below from my LFC partners..... AHHHHHH YEAHHHHH!!!! This is our new publicist! I can't believe this is happening... so amazing! Thought you might want to have this information so you can truly see where we are headed!!!!

127. An executed copy of the Lobeline Communications Public Relations Agreement - Silhouettes is attached hereto and incorporated herein as **Exhibit 13**.

### **Duties and Other Contributions of Brownell and Couch**

128. In summary, Brownell and Couch handled all of the business and operations of the Silhouettes, including the following:

- Website creation and management
- Social media management (Twitter and Facebook)
- Initiated relationship with Chuck Morris of AEG Live, which ultimately led to his interest in managing the Silhouettes and bringing Red Light Management, CAA, and Lobeline to LFC
- Auditioned new dancers with Patton to determine VIP and Shadow Cast
- Tended to ongoing legal matters and contracted all dancers as LFC employees
- Obtained all necessary insurance, including worker's compensation
- Personally met with each Silhouettes family to discuss new contracts, concerns, and audition opportunities

- Personally met with each dancer for LFC partner interview prior to casting new teams
- Routinely held informational parent meetings to communicate upcoming opportunities and the state of LFC
- Managed LFC payroll, taxes, and all LFC accounting
- Booked 22 performances since November 1, 2011
- Attended all performances, traveled with team, and chaperoned at times when necessary
- Worked with clients and as liaisons between clients and Patton during the creative process
- Acted as travel coordinators: published rosters to team and client, collected signed performance agreements, monitored passports, handled transport and all rooming reservations and deposits, made flight reservations, scheduled team meals, delivered travel itinerary, coordinated chaperones, dispersed per diem, and settled all performances
- Scheduled and attended all media and promotional events
- Promoted all appearances and shows
- Developed and implemented branding strategies for the team
- Obtained work permits when necessary
- Handled all team issues surrounding injury, behavior, schooling, absences, social media concerns, parental concerns, and compensation issues (unless they were sent directly to Patton)
- Collected training fees
- Built relationships
- Focused on strategic planning
- Researched new opportunities and attended all meetings and functions
- Worked closely with extended LFC team members including, technical manager, publicist, sponsorship agent, talent agent, booking agents, and managers

129. LFC controlled and monitored all aspects of the Silhouettes, including, without limitation, selection of dancers, training, staging, production, publicity, selection of business and creative team members, compensation, promotion, management, booking, travel coordination, public relations, communication with fans, marketing and advertising, and intellectual property usage. The Silhouettes intellectual property consists of the Silhouettes trademark, and all logos and designs used to promote the group, including without limitation, Silhouettes, The Silhouettes, Rocky Mountain Silhouettes, RMSilhouettes, The Shadow Dancers from America's Got Talent, and The Children's Shadow Dancers from AGT (the "Trademarks").

### Patton Attempts to Force Out Brownell and Couch

130. Notwithstanding all of their contributions to the Silhouettes/LFC, Brownell and Couch discovered in May 2012 that Patton and her company, RMSD, had created a scheme to force them out and destroy LFC so that Patton and RMSD could alone attempt to reap the rewards of their efforts, the brand, and the Trademarks.

131. On or prior to May 7, 2012, Patton accessed the LFC office and removed from the LFC personnel files all of the LFC Agreements that had been executed by all of the Silhouettes dancers (and would later advise the parents they were in any event unenforceable and request comparable agreements be executed with her company, RMSD, in the future).

132. Patton also later that day cancelled a regularly scheduled partners meeting. When she arrived at the studio later that day, Brownell and Couch requested to meet with her. Brownell was so committed to LFC that she advised she would even remove her daughter from the Silhouettes to eliminate any possible conflict that could present. Couch then went to the classroom and removed her child from class.

133. Also on May 7, 2012, Patton locked Brownell and Couch out of the LFC office by changing the locks and removed their access to LFC assets as well as their personal items.

134. Up to this time, there was only one Silhouettes website: [www.rockymountainsilhouettes.com](http://www.rockymountainsilhouettes.com). The Silhouettes domain name for the website was registered by Brownell to Patton in April 2011 (prior to formation of LFC). Brownell and Couch subsequently built and maintained the site from May 2011. After formation of LFC, the site was utilized by LFC to promote the Silhouettes and book their shows. RMSD maintained its own site which promoted its studio, but that had nothing to do with the Silhouettes' business which was handled exclusively by the Silhouettes' site.

135. Brownell and Couch were shocked to first discover on May 5, 2012 that Patton had begun on April 16, 2012 to claim ownership of "The Silhouettes" on the RMSD site. Couch had provided the webmaster to Patton to aid in updating the RMSD site in March 2012, before becoming aware of any intention by Patton to steal from LFC. When RMSD launched a new look on its site on April 16, Defendants falsely announced on the RMSD home page (and The Silhouettes page) that The Silhouettes had supposedly become "a division of Rock Entertainment and Rocky Mountain School of Dance."

136. Patton, again without the knowledge or agreement of LFC, Brownell, or Couch, on May 18, 2012, also redirected the Silhouettes site to the RMSD site, [www.rmsdance.com](http://www.rmsdance.com). Therefore, the "**book us**" page now referred all Silhouettes inquiries to Patton's personal email and her company, RMSD.

137. Brownell and Couch subsequently learned that on May 7 and 8, 2012, Patton also made personal phone calls to a number of the parents and held a meeting with the Silhouettes families, and told them that Brownell and Couch were out and no longer involved in the Silhouettes. Patton advised she would now be in charge and the Silhouettes would be continuing, not through LFC, but now through her company, RMSD.

138. Without the knowledge or agreement of LFC, Brownell, or Couch, Patton also announced at the Silhouettes parent meetings on May 8 and 10, 2012 (in which all parents of Silhouettes, who were parties to the LFC Agreements, were encouraged to attend), that the LFC Agreements with all the dancers that ran through July 31, 2012 would not be enforced after the RMSD Festival (recital) on June 23, 2012, and everything then would start anew with RMSD on July 1, 2012. She also stated that all future Silhouettes performers would be selected exclusively from dancers from the studio of her company, RMSD.

139. On May 9, 2012, Brownell and Couch, for the first time, received emails from two LFC vendors, IPG and ABS Production Services, inexplicably demanding immediate payment. Patton's attorney was copied on the emails indicating that she or her counsel had stated something unfavorable regarding LFC to these vendors, suggesting to others that Plaintiffs could not be trusted.

140. Brownell and Couch have also learned that on May 10, 2012, Patton held a meeting at the studio with all of the Petite Silhouettes families. She again stated that Brownell and Couch were out and the LFC Agreements would end with the June 23, 2012 Festival. Again without the knowledge or agreement of LFC, Brownell, or Couch, Patton also announced that the LFC travel team auditions scheduled for May 19, 2012 at FirstBank Center (controlled by Mr. Morris' company, AEG), were cancelled.

141. On May 16, 2012, Patton emailed all of the parents of the VIP Silhouettes and stated in part:

There has been a change of plans regarding the tuition payments parents made to LFC for the Rocky training fee for the month of May.

The checks written are in KieAnn and Lisa's possession and they are now refusing to release them back to the parents. I do not have access to these checks so I am uncertain who made payments to LFC this month.

One of the options available is to stop payment on your check to LFC for Rocky tuition. You can then deduct the amount of the stop payment from your new tuition check made payable to Rocky Mountain School of Dance, Inc.

Again, this was done without the knowledge or agreement of LFC, Brownell or Couch.

142. Other parents have advised Brownell and Couch that they have been advised by Patton that the LFC Agreements are not going to be enforced.

143. On May 17, 2012 (following a meeting requested by Brownell and Couch among all parties and their counsel in which Brownell and Couch had hoped to amicably resolve any and all issues), Brownell necessarily emailed all of the LFC audition registrants telling them that auditions were postponed.

144. Patton later brazenly posted on Facebook on the Rocky Mountain School of Dance page, the Rocky Mountain Silhouettes page and her personal Facebook page, "All interested inquiries about Silhouettes auditions please contact Rocky Mountain School of Dance 'Home of the Silhouettes' from America's Got Talent! 303.420.2097 or [rmsdance@aol.com](mailto:rmsdance@aol.com)." Patton's sister, Lisa Waggoner, posted the same information on her page as well as the official Silhouettes/AGT Facebook page and RMSD office manager, Vicki Coughran, posted the same information on her Facebook page.

145. On May 18, 2012, one of Couch's friends whose daughter was interested in auditions called the number and spoke to Patton and was falsely told: the Silhouettes are under new management because two moms had tried to take them over. Patton also advised the friend that moving forward, she was in charge, LFC wasn't authorized to hold auditions and there would be no auditions, and in order to be a Silhouette, a dancer must be enrolled in classes at RMSD and encouraged her to do so.

146. Also on May 18, 2012, Patton took down the Rocky Mountain Silhouettes website that was operated by LFC. Therefore, in addition to removal of booking requests, all website inquiries of LFC also ceased.

147. On May 20, 2012, Patton updated the RMSD website and added a link for the Silhouettes "Click Here to Book Us for Your Event" that sends an email directly to Patton.

148. On May 22, 2012, Defendants mounted a Silhouettes show at Northglenn High School, again without the knowledge or agreement of LFC, Brownell or Couch.

149. Defendants have also announced the Silhouettes will perform at RMSD's end of year recital, Festival of Dance, again without the agreement of LFC, Brownell, or Couch.

150. Upon information and belief, Defendants also intend to mount additional Silhouettes shows without the agreement of LFC, Brownell, or Couch.

151. On May 23, 2012, Patton wrote the publicist who was to work with LFC, Mr. Lobel, again without the knowledge or agreement of LFC, Brownell, or Couch. Patton stated in pertinent part:

Due to the fact that I (The Silhouettes, LLC) am currently in a dispute with Lisa Couch and KieAnn Brownell regarding The Silhouettes **please accept this email as the cancellation to the [LFC] PR AGREEMENT made on behalf of the Silhouettes** (without my knowledge). **I understand that the June invoice will be billed to Life Forever Changed. Please let me know if you do not receive payment.**

**I would very much like to discuss a new agreement for future PR for The Silhouettes.**

Emphasis added. A copy of this email is attached hereto and incorporated herein as **Exhibit 14**.

152. On May 21, 2012, Brownell and Couch wrote Patton about her wrongful conduct, insisted that she immediately cease all of her wrongful actions, and stated, "If you believe any of the above is untrue, we request you respond by tomorrow with as much specificity as possible." Patton did not respond.

153. On or about May 26, 2012, Defendants introduced a new Silhouettes logo in a Facebook page that used one of LFC's Trademarks.

154. On or about May 29, 2012, Defendants launched a new website [www.lynnwaggoner-patton.com](http://www.lynnwaggoner-patton.com), in which Patton stole the Silhouettes logo and the words, "Live Shadow Theater Act" from the LFC Silhouettes website, infringing on LFC's Trademarks. This website also contains an unauthorized booking tab for the Silhouettes.

155. In June of 2012, without the knowledge or agreement of LFC, Brownell, or Couch, Patton closed the LFC bank account maintained at Chase Bank and stole all the funds contained in that account.

156. Also in June of 2012, notwithstanding that LFC had an agreement with Bayside Church for the Silhouettes to perform shows for the 2012 Christmas holiday, Patton attempted to enter into or entered into an agreement with Bayside Church to provide such shows on her own or through RMSD.

157. In summary, Defendants have decided to not only defame Brownell and Couch, but ruin LFC's business and reputation that they worked so hard to create, and then attempt to steal LFC's business for Defendants. This includes, without limitation, that the "dream team" assembled by Plaintiffs, including, Chuck Morris, Red Light Management, Creative Artists

Agency and Lobeline Communications, now refuses to work with LFC given the dispute concerning rights in the Silhouettes created by Defendants' wrongful actions described herein.

158. All conditions precedent to this action have occurred, been satisfied, performed, or waived, including without limitation, requirements for the derivative action.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Fiduciary Duty and Duty of Loyalty– Patton)**

159. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

160. As a Manager and Chief Creative Officer of LFC, Patton owed and owes a fiduciary duty to Plaintiffs and a duty of loyalty to LFC.

161. Plaintiffs reposed trust and confidence in Patton in connection with, and induced, their decisions to join LFC and quit their successful jobs, as well as their work to build LFC/Silhouettes.

162. Patton has breached her fiduciary duties and duty of loyalty owed and owing to Plaintiffs as set forth in this Complaint.

163. Patton's breaches of her fiduciary duty and duty of loyalty have caused and continue to cause Plaintiffs to suffer substantial damages.

**SECOND CLAIM FOR RELIEF**  
**(Breach of Statutory Duties, C.R.S. § 7-80-404 – Patton)**

164. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

165. Management of LFC is vested in its three Members, including Patton.

166. As such, C.R.S. § 7-80-404 statutorily imposes the following relevant duties on Patton to LFC:

- a. account to LFC and hold as trustee for it any property, profit, or benefit derived by Patton in the conduct of LFC's business or derived from a use by Patton of property of LFC, including without limitation, the appropriation of opportunities of LFC;
- b. refrain from dealing with LFC in the conduct of LFC's business as or on behalf of a party having an interest adverse to LFC;

- c. refrain from competing with LFC in the conduct of LFC's business before any dissolution of LFC; and
- d. refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

167. Patton has breached each of the foregoing duties as set forth in this Complaint.

168. Patton's breaches of the foregoing duties have caused and continue to cause Plaintiffs to suffer substantial damages.

### **THIRD CLAIM FOR RELIEF**

#### **(Tortious Interference With Contractual Obligations – All Defendants)**

169. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

170. LFC had a contract with Lobeline Communications in which Lobeline Communications agreed to act as "public relations consultants on behalf of Life Forever Changed / Silhouettes."

171. LFC also had an agreement with Bayside Church for the Silhouettes to perform shows for the 2012 Christmas holiday.

172. Defendants knew of these contracts.

173. As set forth in this Complaint, Defendants by words or conduct, or both, intentionally caused Lobeline Communications and Bayside Church not to perform and to terminate their respective contract and agreement with LFC and interfered with Lobeline Communications' and Bayside Church's performance of their contracts, thereby causing Lobeline Communications and Bayside Church potentially to not perform and terminate its contract with LFC.

174. Defendants' interference with the contract was improper.

175. Defendants' interference with the contract has caused and continues to cause the Plaintiffs to suffer substantial damages.

### **FOURTH CLAIM FOR RELIEF**

#### **(Intentional Interference With Prospective Business Relationship and Economic Advantage – All Defendants)**

176. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

177. Plaintiffs expected to enter into contracts with various third parties, including Chuck Morris, Red Light Management, Creative Artists Agency, investors, various venues, and clients.

178. As set forth in this Complaint, Defendants have intentionally and improperly interfered with Plaintiffs' prospective contractual and business relationships by inducing or otherwise causing Chuck Morris, Red Light Management, Creative Artists Agency, investors, various venues, and clients, to not enter into or continue the prospective contracts or relationships, or preventing Plaintiffs from acquiring or continuing the prospective contracts or relationships.

179. Defendants' interferences with these relationships have caused and continue to cause Plaintiffs to suffer substantial damages.

**FIFTH CLAIM FOR RELIEF**  
**(Theft - All Defendants)**

180. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

181. As set forth in this Complaint, Defendants have knowingly obtained or exercised control over the assets of LFC, including, without limitation, the Trademarks, the website, social media, agreements, and tangible assets, including funds, the screen, travel cases for two screens, photos and videos, props, office contents, costuming, and marketing materials (collectively, the "Assets"), without authorization.

182. Defendants intend to deprive LFC permanently of the use or benefit of the Assets.

183. Defendants also knowingly use, conceal, or abandon these Assets in such a manner as to deprive LFC permanently of their use or benefit.

184. Defendants also use, conceal, or abandon the Assets intending that such use, concealment, or abandonment will deprive LFC permanently of their use and benefit.

185. Defendants' conduct constitutes theft pursuant to C.R.S. § 18-4-401, and is actionable pursuant to C.R.S. § 18-4-405, entitling Plaintiffs to treble damages and an award of attorneys' fees.

186. Defendants' theft has caused and continues to cause LFC to suffer substantial damages.

**SIXTH CLAIM FOR RELIEF**  
**(Misappropriation/Conversion - All Defendants)**

187. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

188. As set forth in this Complaint, Defendants' taking of the Assets constitutes distinct, unauthorized acts of dominion, control or ownership exercised by them over personal property belonging to LFC.

189. LFC has demanded the return of the Assets, and Defendants have refused to return the Assets.

190. Defendants' conduct has caused and continues to cause LFC to suffer substantial damages.

**SEVENTH CLAIM FOR RELIEF**  
**(Defamation - All Defendants)**

191. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

192. Defendants have published or caused to be published statements as set forth in this Complaint, including, without limitation, that Brownell and Couch are out of the Silhouettes, Patton and RMSD own and are in control of the Silhouettes, the Agreements are unenforceable, that Brownell and Couch were moms who attempted to take over the Silhouettes, that Patton was unaware of the Lobeline contract, and that LFC, Brownell, and Couch are not to be trusted to honor their obligations, as described in paragraphs 136 – 141 and 144, respectively.

193. Defendants published or caused to be published these statements in the same or substantially similar words.

194. The statements caused the Plaintiffs to suffer and to continue to suffer actual damages, including monetary damages and impairing and diminishing their respective reputations.

195. The substance or gist of the statements was false at the time they were published.

196. At the time of publication, Defendants knew that the statements were false or Defendants made the statements with reckless disregard as to whether they were false.

197. Defendants' defamation has caused and continues to cause Plaintiffs to suffer substantial damages.

**EIGHTH CLAIM FOR RELIEF**  
**(Breach of Contract - All Defendants)**

198. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

199. Patton entered into agreements or contracts with the Plaintiffs as set forth in this Complaint, including, without limitation, to be a Manager, Officer and partner in LFC, and to work together to promote the Silhouettes in all respects, realize the potential of the Silhouettes, and make LFC an ongoing, successful business.

200. RMSD entered into agreements or contracts with LFC to train the Silhouettes dancers and thereby permit LFC to honor the Agreements.

201. Defendants failed to perform or honor their respective agreements or contracts.

202. Defendants' breaches of their respective agreements and contracts have caused and continue to cause Plaintiffs to suffer substantial damages.

**NINTH CLAIM FOR RELIEF**  
**(Breach of Implied Covenant of Good Faith and Fair Dealing - Patton)**

203. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

204. All contracts and agreements require that parties to act in good faith and to deal fairly with each other in performing or enforcing the express terms of the contract.

205. Here, the common purpose of the contracts and agreements that Patton entered into with Plaintiffs, and Plaintiffs' reasonable expectations in connection therewith, were to have Patton act as a trusted and honest business partner in LFC, and work diligently to promote the Silhouettes in all respects, realize the potential of the Silhouettes and make LFC an ongoing, successful business.

206. Patton has breached the duty of good faith and fair dealing by acting contrary to that agreed common purpose and the parties' reasonable expectations.

207. Patton's breaches of their respective agreements and contracts have caused and continue to cause Plaintiffs to suffer substantial damages.

**TENTH CLAIM FOR RELIEF**  
**(Promissory Estoppel - All Defendants)**

208. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

209. As set forth in this Complaint, Defendants made promises to the Plaintiffs as set forth in this Complaint.

210. Defendants should reasonably have expected that their promises would induce action or forbearance by their promises.

211. Plaintiffs in fact reasonably relied on the promises to the Plaintiffs' detriment.

212. Defendants' promises must be enforced to prevent injustice.

213. Defendants' conduct has caused and continues to cause Plaintiffs to suffer substantial damages.

**ELEVENTH CLAIM FOR RELIEF**  
**(Unjust Enrichment - All Defendants)**

214. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

215. Plaintiffs conferred benefits on Defendants through building the reputation of the Silhouettes, including, without limitation, promoting Patton's reputation as a dance instructor and RMSD as a dance studio through its work with the Silhouettes.

216. These benefits were conferred under circumstances that would make it unjust or inequitable for Defendants to retain the benefit without payment therefor or commensurate compensation to Plaintiffs.

**TWELFTH CLAIM FOR RELIEF**  
**(Federal Unfair Competition - All Defendants)**

217. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

218. LFC has a protectable interest in the Trademarks.

219. The Trademarks are distinctive.

220. Defendants have used, and continue to use, that identical, or a similar, mark in interstate commerce, including via the Internet.

221. LFC has not authorized any such use.

222. There is a likelihood of consumer confusion, mistake, or deception as to the source of origin by Defendants' use of the Trademarks in that customers and potential customers are likely to believe that the services being rendered by Defendants under the Silhouettes are provided by, sponsored by, approved by, licensed by, affiliated, or associated with, or in some other way, legitimately connected to LFC.

223. Defendants' acts constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

224. Defendants' acts were taken in willful, deliberate, and/or intentional disregard of LFC's trademark rights.

225. Defendants' acts have caused LFC to suffer irreparable harm, for which it has no adequate remedy at law, and will continue to suffer irreparable injury unless and until Defendants' infringing acts are enjoined by this Court, and caused LFC to suffer and continue to suffer substantial damages.

**THIRTEENTH CLAIM FOR RELIEF**  
**(Common Law Unfair Competition - All Defendants)**

226. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

227. Defendants have copied LFC's services and misappropriated LFC's operations. This conduct is likely to deceive or confuse the public because of the difficulties in distinguishing between LFC's and Defendants' services.

228. In addition, the Trademarks have acquired a secondary meaning and Defendants have unfairly used the Trademarks.

229. Defendants' acts have caused LFC to suffer irreparable harm, for which it has no adequate remedy at law, and will continue to suffer irreparable injury unless and until Defendants' infringing acts are enjoined by this Court, and caused LFC to suffer and continue to suffer substantial damages.

**FOURTEENTH CLAIM FOR RELIEF**  
**(Federal Dilution - All Defendants)**

230. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

231. The Trademarks are famous and distinctive and enjoyed such fame and distinctiveness prior to Defendants' adoption of the Trademarks.

232. Defendants' conduct as described above is likely to cause dilution of the distinctive quality of the famous and distinctive Trademarks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

233. Defendants' acts were taken in willful, deliberate, and/or intentional disregard of LFC's trademark rights.

234. Defendants' acts have caused LFC to suffer irreparable harm, for which it has no adequate remedy at law, and will continue to suffer irreparable injury unless and until the Defendants' infringing acts are enjoined by this Court, and caused LFC to suffer and continue to suffer substantial damages.

**FIFTEENTH CLAIM FOR RELIEF**  
**(Common Law Trademark Infringement - All Defendants)**

235. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

236. LFC has a protectable interest in the Trademarks.

237. The Trademarks are distinctive.

238. Defendants have used, and continue to use, that identical, or a similar, mark in interstate commerce, including via the Internet.

239. LFC has not authorized any such use.

240. There is a likelihood of consumer confusion, mistake, or deception as to the source of origin by Defendants' use of the Trademarks in that customers and potential customers are likely to believe that the services being rendered by Defendants under the Silhouettes are provided by, sponsored by, approved by, licensed by, affiliated, or associated with, or in some other way, legitimately connected to LFC.

241. Defendants' acts were taken in willful, deliberate, and/or intentional disregard of LFC's trademark rights.

242. Defendants' acts have caused LFC to suffer irreparable harm, for which it has no adequate remedy at law, and will continue to suffer irreparable injury unless and until Defendants' infringing acts are enjoined by this Court, and caused LFC to suffer and continue to suffer substantial damages.

**SIXTEENTH CLAIM FOR RELIEF**  
**(Deceptive Trade Practices - All Defendants)**

243. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

244. Defendants have engaged in the following unfair or deceptive trade practices in violation of, *inter alia*, C.R.S. §§ 6-1-105(1)(a), (b), (c), (e), and (h): (i) knowingly passing off LFC's services and property as Defendants' services and property; (ii) knowingly making false representations as to the source, sponsorship, approval, or certification of LFC's services and property; (iii) knowingly making false representations as to affiliation, connection, or association with LFC; (iv) knowingly making false representations as to the characteristics of LFC's services and property; and (v) disparaging the services, property, and business of LFC by false or misleading representations of fact.

245. The deceptive trade practices occurred in the course of Defendants' business.

246. The deceptive trade practices significantly impact the public as actual or potential consumers of Defendants' services because, among other things, they are likely to cause confusion, mistake, or deception as to the source of origin of Defendants' services in that consumers and potential consumers and fans of the Silhouettes are likely to believe that their services and any merchandising or promotional materials are provided by, sponsored by, approved by, licensed by, affiliated or associated with, or in some other way legitimately connected to LFC.

247. Plaintiffs suffered injuries to a legally protected interest.

248. Defendants' deceptive trade practices, which have and continue to be fraudulent, willful, knowing, and intentional, caused Plaintiffs' injuries.

**SEVENEENTH CLAIM FOR RELIEF**  
**(Accounting - All Defendants)**

249. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

250. Defendants are in possession, custody or control of the accounting records regarding rental receipts and expenditures relating to the Silhouettes.

251. Plaintiffs have demanded from Defendants an accounting regarding rental receipts and expenditures on the Silhouettes and they have refused or refuse to provide the same.

**EIGHTEENTH CLAIM FOR RELIEF**  
**(Permanent Injunctive Relief - All Defendants)**

252. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

253. Defendants have, and will continue to, infringe on Plaintiffs' rights unless an injunction is entered preventing and remedying such conduct.

254. As set forth in this Complaint, (i) Plaintiffs will actually succeed on the merits; (ii) there is a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief; (iii) there is a lack of a plain, speedy, and adequate remedy at law; (iv) there is no disservice to the public interest; (v) the balance of equities in favor of the injunction; and (vi) preservation by the injunction of the status quo.

**RESERVATION OF RIGHTS**

255. Plaintiffs reserve the right to amend this Complaint, including seeking exemplary damages pursuant to applicable law.

WHEREFORE, Plaintiffs KieAnn Brownell and Lisa Couch, individually and derivatively on behalf of Life Forever Changed, LLC, hereby respectfully request the following relief against Defendants Lynne Waggoner-Patton aka Lynne D. Patton and Rocky Mountain School of Dance, Inc.:

A. entering judgment for all damages available under federal and state common and statutory law, including treble damages, plus pre-judgment and post-judgment interest, attorneys' fees, and other costs including expert witness fees, all as provided by law;

B. ordering Defendants to account for and pay to LFC all gains, profits, and advantages derived by them from the activities complained of herein, together with interest;

C. imposing a constructive trust on all of Defendant's illegal profits arising from any exploitation of the Trademarks and the Silhouettes;

D. permanently enjoining and restraining Defendants, and each of their principals, officers, agents, partners, representatives, servants, employees, attorneys-in-fact, attorneys-in-law, contractors, consultants, distributors, and any and all persons under the control or in active concert or participation with Defendants, jointly or severally, who receive notice of the Court's order or judgment by personal service or otherwise, from in any manner whatsoever using, advertising, displaying, or otherwise asserting any rights relating to the Silhouettes, including the Trademarks, and any other marks confusingly similar to the foregoing, or booking, otherwise contracting or mounting any production of the Silhouettes in any form;

E. ordering that the Trademarks, and any other marks confusingly similar to the foregoing, including the name the Silhouettes and all logos related thereto, be completely and permanently removed from all of Defendants' websites and pages, merchandise, signs, advertising, marketing and promotional materials, production materials, packing materials, wrappings, catalogs, decals, stationary, work orders, and other goods or printed matter bearing the Trademarks; or if removal is impractical, such items be delivered up for destruction or other disposition at Plaintiffs' sole discretion;

F. ordering that Defendants shall at their own expense file all necessary papers with the appropriate governmental authorities to change any of their corporate names, business names, fictitious names, dba's or other trade names comprising or containing the Trademarks so as to remove any reference to the Trademarks, or alternatively to dissolve any such entities and cancel any such names comprising or containing the Trademarks;

G. ordering that Defendants shall file with the Court and serve upon Plaintiffs, within 30 days after entry of final judgment, a report in writing and under oath setting forth in detail the manner and form in which they complied with the provisions set forth in paragraphs D through F above;

H. ordering that Defendants transfer to Plaintiffs ownership of any and all domain names containing the Trademarks or any other mark confusingly similar thereto;

I. directing such other relief as the Court may deem appropriate to prevent the trade and public from forming any erroneous impression that any product or service promoted or provided by the Defendants is authorized by LFC or related in any way to LFC's goods and services;

J. ordering Patton to disgorge and forfeit any and all remuneration and benefits received or to be received from LFC from and after Patton's breaches of her duties; and

K. for such other and further relief as the Court deems just and proper under the circumstances.

Dated this 21<sup>st</sup> day of June, 2012.

Respectfully submitted,

s/Robert M. Horowitz

Robert M. Horowitz, #17848

Kevin S. Neiman, #36560

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