

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
Eastern Division at St. Louis, Missouri**

COREY HOWARD,)	
)	
Plaintiff,)	
)	Case No. _____
vs.)	
)	
RJH ENTERPRISES, LLC,)	
)	
Defendant.)	

COMPLAINT

Plaintiff Corey Howard, by and through undersigned counsel, files this Complaint against Defendant RJH Enterprises, LLC (“RJH”) and alleges as follows:

NATURE OF THE ACTION

1. This is a straightforward breach of contract action. Corey Howard signed a fifteen-year Consulting Agreement with Defendant RJH that was unilaterally terminated by RJH without cause effective July 31, 2013. The Agreement states that if termination occurs without cause, then “RJH shall be responsible for the remainder of the contract.” (*See* Consulting Agreement, attached as Exhibit A). The remainder of the contract is \$2,799,225. This amount is now due to Corey Howard but has not been paid.

THE PARTIES

Plaintiff

2. Plaintiff Corey Howard is an individual who resides at 3875 Felton Hill Road, Smyrna, Georgia 30082.

Defendant

3. Defendant RJH Enterprises, LLC is a limited liability company that was incorporated in Missouri on or around December 7, 2006. Its current status is active, and its registered agent is at 16543 Clayton Road, Wildwood, MO 63011. RJH is a signatory to the Consulting Agreement with Plaintiff, through its member, Ryan James Howard.

JURISDICTION AND VENUE

4. Subject matter jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1332 as the parties are citizens of different states and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because RJH resides in this judicial district.

6. This Court has personal jurisdiction over the Defendant because it is a Missouri corporation and it regularly conducted business in Missouri.

FACTUAL ALLEGATIONS

Background

7. In February 2008, Ryan Howard offered his twin brother Corey Howard a full-time consulting position with Ryan's company, RJH. Corey agreed to obligate himself to providing services to enhance Ryan's life, leaving his field of work to assist Ryan with personal and business needs. Corey relocated from Springfield, Missouri, to St. Louis, Missouri, and routinely flew from St. Louis to Philadelphia, Pennsylvania. Since the travel requirement was so frequent, Ryan suggested that Corey relocate to Philadelphia. In August 2008, Corey moved to Philadelphia. Corey performed services for his brother for more than three years without a written agreement.

8. In late December 2011, Corey flew to Atlanta to meet with Ryan, and to discuss his role at RJH. Ryan stated that he wanted Corey and their older brother, Chris, to commit to handling Ryan's business affairs long-term, and to grow and build Ryan's brand, especially for life after baseball. In return, Ryan committed to providing Corey with a written contract that guaranteed Corey lasting security. Ryan and Corey agreed to execute a written contract with terms that reflected these intentions.

The Consulting Agreement's Execution and Terms

9. Ryan, on behalf of RJH, and Corey executed a Consulting Agreement on or around January 3, 2012.

10. The key terms of the Agreement are as follows:

- Parties. RJH Enterprises, LLC, and Corey James Howard.
- Description of Services. Corey contracted to provide the following services: Co-Managing Director of RJH Enterprises, Marketing & Personal Support Services.
- Performance of Services. The manner in which the services were to be performed, and the specific hours to be worked, were to be determined by Corey. RJH relied on Corey to work "as many hours as may be reasonably necessary" to fulfill Corey's contract obligations.
- Payment. RJH agreed to pay a "fee" to Corey "based on \$92.00 per hour." Additionally, RJH agreed to pay five percent of any marketing/business agreement negotiated by Corey on behalf of RJH. This fee shall be payable every two weeks, no later than five days after the end of each applicable two-week period during which Services were performed.
- Duration. Fifteen years. The Agreement automatically terminates on December 31, 2026.
- Termination. If the Agreement is terminated before December 31, 2026, RJH "shall be responsible for the remainder of the contract unless the termination is for cause." If terminated for cause, RJH has no obligation to Corey for

salary, bonus, or other compensation, or for any other form of benefits under the Agreement.

- Termination for Cause. RJH may terminate this consultant agreement at any time “for cause,” which is defined. The contract makes clear: “This is not an ‘at will’ employment contract wherein no cause is required for termination.”
- Grounds for “Cause” Termination. The following acts by Corey would constitute grounds for RJH to terminate Corey “for cause”:
 1. Charged with a felony crime;
 2. Commission of a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
 3. Use of illegal drugs;
 4. Violation of duties of confidentiality and/or non-competition under the Agreement;
 5. Acceptance of an offer for future employment with a competitor of RJH;
 6. Failure to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
 7. Commission of any act that harms the reputation, standing, or credibility of RJH within the communities in which it operates or with its customers or suppliers.

(See Consulting Agreement, attached as Exhibit A).

Performance and Termination of the Consulting Agreement

11. After execution of the Agreement, Corey consistently performed his job duties as prescribed by the contract. As part of those duties, they had meetings to discuss potential “life after baseball” business opportunities for Ryan.

12. Per the terms of the Agreement, RJH paid a “fee” to Corey. Based on the \$92-per-hour rate, the agreed-to fee to be paid every two weeks was \$7,975. RJH made regular payments to Corey in conformity with the Agreement.¹

¹ Most of the payments made were actually \$8,975 because RJH was initially paying an additional \$1,000 to catch up on past underpayments.

13. In late July, 2012, however, Ryan decided to go in a different direction with his support team. Ryan had his attorney contact Corey about executing a Termination Agreement.

14. On July 30, 2012, Ryan's attorney e-mailed Corey a proposed Termination Agreement. (*See* 7/30/2012 email, attaching proposed Termination Agreement, attached as Exhibit B). The e-mail to Corey states that "Ryan has asked that your particular Agreement be terminated effective one (1) year from now on July 31, 2013." (*See Id.*). Corey was asked to "[p]lease sign the attached document . . . and return the same to me as soon as possible." (*See id.*).

15. The attached Termination Agreement, drafted by Ryan's lawyer, purports to cancel the prior Consulting Agreement "as a result of the ambiguities in having RJH Enterprises enter into the Consulting Agreement and other ambiguities contained therein." (*See id.*).

16. The next day, Ryan's lawyer sent Corey another e-mail with a revised Termination Agreement that eliminated the language about ambiguities in the original Consulting Agreement. (*See* 7/31/2012 email, attaching Revised Termination Agreement, attached as Exhibit C).

17. Corey refused to sign the Termination Agreement.

18. RJH asked Corey to stop performing services in late July 2012. Corey made it clear that he fully intended to comply with his obligations under the Agreement, and that he wanted to continue to perform services for RJH and Ryan.

19. Per the terms of the Agreement, RJH continued to make the regular contract fee payments to Corey. On or around May 30, 2013, however, the payments

stopped. Corey received one payment of \$9,000 approximately 60 days later. On August 27, 2013, he received a check for \$26,900, the amount that was outstanding for June and July.

20. Corey has received no further payments.

CAUSES OF ACTION

(BREACH OF CONTRACT)

21. Plaintiff incorporates herein all factual allegations made above.

22. Plaintiff and Defendant executed the Consulting Agreement.

23. Plaintiff fully performed his obligations under the Consulting Agreement.

24. Defendant obligated itself to pay a “fee” to Plaintiff “based on \$92.00 per hour.” This fee, which is \$7,975, “shall be payable every two weeks.” (*See Consulting Agreement, § 3*).

25. Defendant paid this fee through July 31, 2013.

26. Defendant terminated the Consulting Agreement without cause effective July 31, 2013.

27. The Consulting Agreement states: “RJH may terminate this consulting agreement at any time ‘for cause’ In the case of termination for cause, RJH shall have no obligation to Corey for salary, bonus or other compensation” (*See Consulting Agreement, § 7* (emphasis added)). However, if termination of the Agreement occurs without cause prior to December 31, 2026, “RJH shall be responsible for the remainder of the contract.” *Id.*

28. Accordingly, since termination occurred without cause, Defendant is obligated to pay the remainder of the contract to Plaintiff.

29. Defendant has not paid the remainder of the contract.

30. By the conduct described above, Defendant has breached the express terms of the contract.

31. As a result of the breach by Defendant, Plaintiff has been damaged in the amount of at least \$2,799,225.

32. Section 3 of the Consulting Agreement also provides that Plaintiff is entitled to 5% of any marketing/business agreements he negotiated. (*See Consulting Agreement, § 3.*)

33. Plaintiff was helping to negotiate a number of different agreements; however, most of these projects were in mid-stream when he was terminated.

34. The information needed to determine whether Plaintiff is entitled to payments under the terms of the contract is uniquely within the control of Defendant.

35. Plaintiff reserves the right to seek additional damages from Defendant pursuant to Section 2 of the contract, depending on what is learned during discovery about marketing and business agreements that were executed.

RELIEF REQUESTED

WHEREFORE, by virtue of Defendant's breach of contract as alleged in this Complaint, Plaintiff respectfully prays that:

- (A) The Court enter judgment in favor of Plaintiff;
- (B) Damages be awarded to Plaintiff in an amount to be determined at trial, plus interest, reasonable costs and attorneys' fees;

- (C) Pre-judgment and post-judgment interest be awarded at the highest rates allowed by law; and
- (D) Plaintiff be granted such other and further relief as Plaintiff may prove at trial and this Court may deem just and proper.

JURY TRIAL IS REQUESTED

Date: December 18, 2013

Respectfully Submitted,

WAGSTAFF & CARTMELL LLP

/s/ Christopher L. Schnieders

Christopher L. Schnieders MO Bar No. 57725

4740 Grand Avenue, Suite 300

Kansas City, MO 64112

(816) 701-1100 - Phone

(816) 531-2372 - Fax

cschnieders@wcllp.com

ATTORNEYS FOR PLAINTIFF

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

COREY HOWARD)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.
RJH ENTERPRISES, LLC)	
)	
Defendant,)	
)	

ORIGINAL FILING FORM

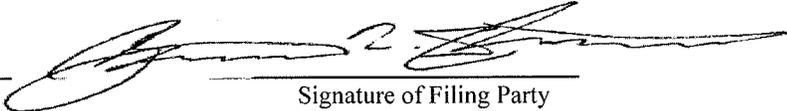
THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY WHEN INITIATING A NEW CASE.

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____ AND ASSIGNED TO THE HONORABLE JUDGE _____.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY, THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 12/18/2013 
Signature of Filing Party

CONSULTING AGREEMENT

This Agreement is made effective as of January 03, 2012, by and between RJH Enterprises, LLC, of 16543 Clayton Road, Wildwood, Missouri 63011, and Corey James Howard, of 16543 Clayton Road, Wildwood, Missouri 63011.

In this Agreement, the party who is contracting to receive services shall be referred to as "RJH", and the party who will be providing the services shall be referred to as "CJH".

CJH has a background in Marketing Support and is willing to provide services to RJH based on this background.

RJH desires to have services provided by CJH.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on January 03, 2012, CJH will provide the following services (collectively, the "Services"): Co-Managing Director of RJH Enterprises, Marketing & Personal Support Services
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by CJH shall be determined by CJH. RJH will rely on CJH to work as many hours as may be reasonably necessary to fulfill CJH's obligations under this Agreement. Travel may also be required in performance of the Services.
- 3. PAYMENT.** RJH will pay a fee to CJH for the Services based on \$92.00 per hour. In addition, RJH agrees to pay 5 percent of any revenue generated from marketing/business agreement negotiated by CJH on behalf of RJH. This fee shall be payable every two weeks, no later than 5 days after the end of each applicable two week period during which Services were performed.
- 4. EXPENSE REIMBURSEMENT.** CJH shall be entitled to reimbursement from RJH for all "out-of-pocket" expenses.
- 5. SUPPORT SERVICES.** RJH will provide the following support services for the benefit of CJH: Cell Phone and office supplies.
- 6. NEW PROJECT APPROVAL.** CJH and RJH recognize that CJH's Services will include working on various projects for RJH. CJH shall obtain the approval of RJH prior to the commencement of a new project.
- 7. TERM/TERMINATION.** This Agreement shall terminate automatically on December 31, 2026. Termination of this agreement before the aforementioned date, RJH shall be responsible for the remainder of the contract unless the termination is for cause.

Termination for cause. Employer may terminate this employment agreement at any time "for cause", the grounds for which are defined below. In the case of termination for cause, Employer shall have no obligation to Employee for salary, bonus, or other compensation or any other form of benefits under this agreement. Also, in the case of termination for cause, Employer shall reimburse Employee for all appropriately documented expenses incurred by Employee before the termination date that are otherwise reimbursable to Employee under this contract. The "notice period" and "notice method", if any, do **not** apply to termination for cause. Employer must give actual notice to Employee of termination for cause but may deliver said notice by any manner, either orally or in writing. Employer may make termination for cause effective immediately. Should state or federal law require a notice period, the notice period so required under the law shall be applicable to this contract. **This is not an "at will" employment contract** wherein no cause is required for termination. This paragraph concerning "for cause" termination, if triggered through commission of the below acts by the Employee, merely allows the Employer to terminate without complying with the notice provisions mandated by Federal or State law.

Grounds For "Cause" Termination. Commission of any of the following acts by Employee constitute grounds for the Employer to terminate Employee "for cause" under this paragraph:

1. Employee is charged with a felony crime;
2. Employee commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
3. Employee uses illegal drugs;
4. Employee violates his or her duties of confidentiality and/or non-competition under this agreement;
5. Employee accepts an offer for future employment with a competitor of employer;
6. Employee fails to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
7. Employee commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;

8. RELATIONSHIP OF PARTIES. It is understood by the parties that CJH is an independent contractor with respect to RJH, and not an employee of RJH. RJH will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CJH.

9. DISCLOSURE. CJH is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of RJH. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- any activity that CJH may be involved with on behalf of RJH

10. EMPLOYEES. CJH's employees, if any, who perform services for RJH under this Agreement shall also be bound by the provisions of this Agreement. At the request of RJH, CJH shall provide adequate evidence that such persons are CJH's employees.

11. INJURIES. CJH acknowledges CJH's obligation to obtain appropriate insurance coverage for the benefit of CJH (and CJH's employees, if any). CJH waives any rights to recovery from RJH for any injuries that CJH (and/or CJH's employees) may sustain while performing services under this Agreement and that are a result of the negligence of CJH or CJH's employees.

12. INDEMNIFICATION. CJH agrees to indemnify and hold harmless RJH from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against RJH that result from the acts or omissions of CJH, CJH's employees, if any, and CJH's agents.

13. ASSIGNMENT. CJH's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of RJH.

14. CONFIDENTIALITY. RJH recognizes that CJH has and will have the following information:

- costs
- discounts
- future plans
- business affairs

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of RJH Enterprises, LLC and need to be protected from improper disclosure. In consideration for the disclosure of the Information, CJH agrees that CJH will not at any time or in any manner, either directly or indirectly, use any Information for CJH's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of RJH. CJH will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. In addition, RJH agrees to not divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CJH. RJH will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

15. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that CJH has disclosed (or has threatened to disclose) Information in violation of this Agreement, RJH shall be entitled to an injunction to restrain CJH from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. RJH shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

16. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. RETURN OF RECORDS. Upon termination of this Agreement, CJH shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CJH's possession or under CJH's control and that are RJH's property or relate to RJH's business.

18. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for RJH:

RJH Enterprises, LLC
Cheryl Y. Howard
Chief Financial Officer
16543 Clayton Road
Wildwood, Missouri 63011

IF for CJH:

Corey James Howard
Corey James Howard
Consultant
16543 Clayton Road
Wildwood, Missouri 63011

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

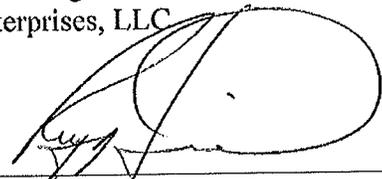
20. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

21. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

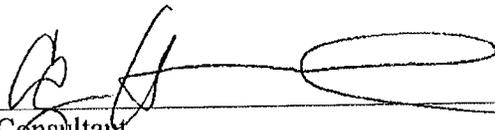
23. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Missouri.

Party receiving services:
RJH Enterprises, LLC

By: 

Ryan Howard
Member

Party providing services:
Corey James Howard

By: 

Consultant
Corey James Howard

Termination Agreement

Jason Klein [JKlein@lseblaw.com]

Sent: Monday, July 30, 2012 11:39 AM
To: corey@howardllc.com
Cc: rjhoward6@yahoo.com
Attachments: Corey Howard Termination ~1.docx (27 KB)

Dear Corey:

I am an attorney in Orlando, Florida, and work with your brother, Ryan. Ryan is copied on this e-mail.

Attached is a Termination Agreement with respect to your "Consulting Agreement" entered into January 3, 2012.

Ryan has asked that your particular Agreement be terminated effective one (1) year from now on July 31, 2013.

Please sign the attached document and have it witnessed (2 witnesses are needed) where indicated and return the same to me as soon as possible.

Once Ryan countersigns, the Termination Agreement will be effective, and we will provide you with a final copy of the termination agreement.

Should you have any questions or comments, please do not hesitate to contact me.

Also, if you would like to verify this with Ryan, you are encouraged to do so.

Thank you,

Jason

Jason H. Klein, Esq.
Latham, Shuler, Eden & Beaudine, LLP
111 North Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Direct: 407.481.5876 | Fax: 407.481.5801
jklein@lseblaw.com | www.lseblaw.com
Licensed in Florida, Kansas (Inactive) and Missouri

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 Please consider the environment before printing this e-mail.

EXHIBIT B

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement"), is made as of the _____ day of _____, 2012 (the "Agreement Date"), by and among Corey Howard, an individual residing at 4055 Ridge Avenue, Apt. 3405, Philadelphia, Pennsylvania 19129 ("Consultant"), RJH Enterprises, LLC, a Missouri limited liability company ("RJH Enterprises") and, by virtue of the conversion of such Missouri limited liability company into a Florida limited liability company (the "Conversion"), predecessor in interest of Ryan Howard Enterprises, LLC, a Florida limited liability company ("Enterprises"), with its current principal address at 2741 Via Cipriani, Unit 914A, Clearwater, Florida 33746, and Ryan J. Howard, an individual residing at 501 Deerfield Court, Blue Bell, Pennsylvania 19422 ("RJH," and together with Consultant, RJH Enterprises and Enterprises, collectively the "Parties" and individually, a "Party").

WHEREAS, as a result of the Conversion, RJH Enterprises has remained inactive and does not possess any assets;

WHEREAS, on or about January 3, 2012, Consultant entered into a Consulting Agreement with RJH Enterprises (the "Consulting Agreement");

WHEREAS, prior to the Agreement Date, RJH, RJH Enterprises and/or Enterprises may have executed one or more Powers of Attorney granting certain powers to Consultant;

WHEREAS, as a result of the ambiguity in having RJH Enterprises enter into the Consulting Agreement and other ambiguities contained therein, the Parties wish to terminate the Consulting Agreement in its entirety, effective as of the Effective Date (as hereafter defined);

WHEREAS, RJH, RJH Enterprises and Enterprises wish to terminate any and all Powers of Attorney granted to Consultant, if any, effective as of the Agreement Date.

NOW, THEREFORE, In consideration of the mutual representations, warranties, covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party, the Parties hereto, each intending to be legally bound hereby, agree as follows:

1. TERMINATION OF CONSULTING AGREEMENT.

Effective as of July 31, 2013 (the "Effective Date"), the Consulting Agreement is terminated in its entirety and is of no further force and effect, except as set forth below. From the Agreement Date through the Effective Date, all of the terms and conditions of the Consulting Agreement shall remain in full force and effect, including but not limited to the early terminations provisions contained therein. Effective as of the Effective Date, neither party to the Consulting Agreement shall have any further rights or obligations thereunder, except that the confidentiality obligations of Consultant contained therein, including the obligation to return materials, shall survive this termination.

2. **TERMINATION OF POWERS OF ATTORNEY.**

Effective as of the Agreement Date set forth above, any and all Powers of Attorney, if any, heretofore granted to Consultant by any of RJH, RJH Enterprises, Enterprises, and/or Howards Reach, LLC, are hereby revoked and terminated and are of no further force and effect. Immediately after the Agreement Date, Consultant agrees to return to the grantor thereof any and all originals and copies of all such Powers of Attorney.

3. **REPRESENTATIONS.**

3.1. *By Each Party.* Each of the Parties represents and warrants to the other Parties that (a) it has full legal capacity or power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (b) this Agreement has been duly executed and delivered by each such Party; and (c) this Agreement is the legal, valid and binding obligation, enforceable in accordance with its terms, of such Party, except as such enforceability may be limited by bankruptcy, insolvency or similar laws of general application relating to or affecting the enforcement of creditors' rights.

4. **MISCELLANEOUS.**

4.1. *Effectiveness.* This Agreement shall become effective as of the Agreement Date.

4.2. *Complete Agreement.* This Agreement, together with the Consulting Agreement, represent the complete understanding between the Parties as to the subject matter hereof, and supersede all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, among the Parties hereto as to the same.

4.3. *Amendment.* This Agreement may be amended by and only by an instrument executed and delivered by each Party.

4.4. *Applicable Law; Venue.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue for any dispute under or with respect to this Agreement shall be in the state courts situated in Orange County, Florida. In any dispute arising hereunder, the prevailing Party shall be entitled to an award of its attorneys' fees and costs.

4.5. *Headings.* The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

4.6. *Assignment.* This Agreement may not be assigned by Consultant without the prior written consent of RJH, RJH Enterprises and Enterprises, which consent may be withheld in the sole discretion of RJH, RJH Enterprises and Enterprises, and shall be binding

upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns hereunder.

4.7 *Review with Counsel.* Each of the Parties warrants that it, he or she has had time to review this Agreement with counsel of its, his or her own choosing and own expense.

4.8 *Execution in Counterparts.* This Agreement may be executed in multiple counterparts and when such counterparts, taken together, reflect all signatures required below, they shall constitute a single Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

CONSULTANT:

Witness

Corey Howard

Witness

RJH ENTERPRISES:

RJH Enterprises, LLC

Witness

By: _____
Ryan J. Howard, Member

Witness

ENTERPRISES:

Ryan Howard Enterprises, LLC

Witness

By: _____
Ryan J. Howard, Member

Witness

RJH:

Witness

Ryan J. Howard

Witness

Termination Agreements

Jason Klein [JKlein@lseblaw.com]

Sent: Tuesday, July 31, 2012 8:09 AM

To: Chris Howard [christwo90@gmail.com]; karen@howardllc.com; corey@howardllc.com

Cc: rjhoward6@yahoo.com; Bruce Knapp [BKnapp@lseblaw.com]

Karen, Corey, and Chris,

I just got off the phone with Chris, who advised me that RJH Enterprises, LLC, is still an active Missouri LLC, despite it being converted to a Florida LLC in 2009. Therefore, we will need to amend the Termination Agreement.

As a result, please hold off on signing the Termination Agreement at this time.

If you have any questions, please do not hesitate to contact me.

Thank you,

Jason

Jason H. Klein, Esq.
Latham, Shuker, Eden & Beaudine, LLP
111 North Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Direct: 407.481.5876 | Fax: 407.481.5801
jklein@lseblaw.com | www.lseblaw.com
Licensed in Florida, Kansas (inactive) and Missouri

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 Please consider the environment before printing this e-mail.

EXHIBIT C

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 2012 (the "Agreement Date"), by and among Corey Howard, an individual residing at 4055 Ridge Avenue, Apt. 3405, Philadelphia, Pennsylvania 19129 ("Consultant"), RJH Enterprises, LLC, a Missouri limited liability company ("RJH Enterprises"), with its current principal address at 16543 Clayton Road, Wildwood, Missouri 63011 and, Ryan Howard Enterprises, LLC, a Florida limited liability company ("Enterprises"), with its current principal address at 2741 Via Cipriani, Unit 914A, Clearwater, Florida 33746, and Ryan J. Howard, an individual residing at 501 Deerfield Court, Blue Bell, Pennsylvania 19422 ("RJH," and together with Consultant, RJH Enterprises and Enterprises, collectively the "Parties" and individually, a "Party").

WHEREAS, on or about January 3, 2012, Consultant entered into a Consulting Agreement with RJH Enterprises (the "Consulting Agreement");

WHEREAS, prior to the Agreement Date, RJH, RJH Enterprises and/or Enterprises may have executed one or more Powers of Attorney granting certain powers to Consultant;

WHEREAS, the Parties wish to terminate the Consulting Agreement in its entirety, effective as of the Effective Date (as hereafter defined);

WHEREAS, RJH, RJH Enterprises and Enterprises wish to terminate any and all Powers of Attorney granted to Consultant, if any, effective as of the Agreement Date.

NOW, THEREFORE, In consideration of the mutual representations, warranties, covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party, the Parties hereto, each intending to be legally bound hereby, agree as follows:

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2. TERMINATION OF POWERS OF ATTORNEY.

Effective as of the Agreement Date set forth above, any and all Powers of Attorney, if any, heretofore granted to Consultant by any of RJH, RJH Enterprises, Enterprises, and/or

Howards Reach, LLC, are hereby revoked and terminated and are of no further force and effect. Immediately after the Agreement Date, Consultant agrees to return to the grantor thereof any and all originals and copies of all such Powers of Attorney.

3. REPRESENTATIONS.

3.1. *By Each Party.* Each of the Parties represents and warrants to the other Parties that (a) it has full legal capacity or power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (b) this Agreement has been duly executed and delivered by each such Party; and (c) this Agreement is the legal, valid and binding obligation, enforceable in accordance with its terms, of such Party, except as such enforceability may be limited by bankruptcy, insolvency or similar laws of general application relating to or affecting the enforcement of creditors' rights.

4. MISCELLANEOUS.

4.1. *Effectiveness.* This Agreement shall become effective as of the Agreement Date.

4.2. *Complete Agreement.* This Agreement, together with the Consulting Agreement, represent the complete understanding between the Parties as to the subject matter hereof, and supersede all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, among the Parties hereto as to the same.

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4.4. *Applicable Law; Venue.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue for any dispute under or with respect to this Agreement shall be in the state courts situated in Orange County, Florida. In any dispute arising hereunder, the prevailing Party shall be entitled to an award of its attorneys' fees and costs.

4.5. *Headings.* The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

4.6. *Assignment.* This Agreement may not be assigned by Consultant without the prior written consent of RJH, RJH Enterprises and Enterprises, which consent may be withheld in the sole discretion of RJH, RJH Enterprises and Enterprises, and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns hereunder.

4.7. *Review with Counsel.* Each of the Parties warrants that it, he or she has had time to review this Agreement with counsel of its, his or her own choosing and own expense.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

CONSULTANT:

Witness

Corey Howard

Witness

RJH ENTERPRISES:

RJH Enterprises, LLC

Witness

By: _____
Ryan J. Howard, Member

Witness

ENTERPRISES:

Ryan Howard Enterprises, LLC

Witness

By: _____
Ryan J. Howard, Member

Witness

RJH:

Witness

Ryan J. Howard

Witness

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: