

use of sham corporations such as IMG, GFI and Littlechief Specialties to misappropriate funds from N’Genuity and/or Jackson; and association with and operation and management of an enterprise through which certain Defendants orchestrated a scheme to defraud Plaintiff and systematically plunder N’Genuity’s assets through a pattern of racketeering and/or unlawful activities such as (i) creating and transmitting through the U.S. Mail and/or by wire false, misleading and fraudulent statements regarding the financial status of N’Genuity and the use of and Defendants’ purported entitlement to N’Genuity’s funds and other assets; (ii) making false, misleading and fraudulent statements to banks and other financial institutions to cause such institutions to release funds to Defendants to which they are not entitled; and (iii) effectuating the interstate transportation of funds stolen by certain Defendants from N’Genuity and Jackson.

2. To hide their mismanagement and misappropriation of N’Genuity’s property, the Individual Defendants have, among other things, engaged in a scheme to defraud Jackson that includes such actions as (a) holding secret meetings that purported to be meetings of N’Genuity’s Board of Directors or shareholders and attempting through such meetings in violation of the law to appoint Littlechief’s husband’s son, Dustin Bowen, as an N’Genuity director, to dilute Jackson’s ownership interest in N’Genuity, and to misappropriate N’Genuity’s funds by funneling such funds to various sham corporations; (b) failing repeatedly to give Jackson, and/or give Jackson proper access to, accurate and complete annual financial statements of N’Genuity and/or its corporate books and records as required by law; (c) contriving the façade that Littlechief merely took “loans” from N’Genuity to pay for her and her family’s and relatives’ personal expenses, and that she later “reconciled,” or paid back, such loans; (d) creating and transmitting through the U.S. Mail and/or by wire false, misleading and fraudulent statements to, among others, Jackson and the United States Small Business Administration; (e) creating and

using sham corporations such as IMG, GFI, LittleChief Specialties and N’Genuity-Littlechief Enterprises and creating and using bank accounts under the name of N’Genuity to secretly funnel N’Genuity funds and other property to the Individual Defendants; and (f) making false, misleading and fraudulent statements to the government and various banks and other financial institutions.

3. Jackson brings breach of contract claims against N’Genuity and Littlechief; breach of fiduciary duty claims against Littlechief, Alfred Bowen and Dustin Bowen; civil conspiracy claims against all of the Individual Defendants and IMG, GFI and LittleChief Specialties; breach of the statutory duty to provide corporate records against N’Genuity, Littlechief, Alfred Bowen and Dustin Bowen; claims for violation of the Illinois Right to Publicity Act against N’Genuity; breaches of the common law right of publication and quantum meruit against N’Genuity; claims of common law fraud and for violations of the Federal Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c), and conspiracy to violate RICO, 18 U.S.C. § 1962(d), against the Individual Defendants and IMG, GFI and LittleChief Specialties. Jackson seeks from Defendants economic and compensatory damages, treble damages, punitive damages, reimbursement for attorney’s fees and costs, and an accounting. Jackson also seeks temporary, preliminary and permanent injunctive relief against all Defendants and, pursuant to 28 U.S.C. §2201 and/or §2202, a declaratory judgment against N’Genuity, Littlechief and Dustin Bowen.

THE PARTIES

4. Plaintiff Jackson is an Illinois citizen living in DuPage County, Illinois. Jackson is a shareholder and director of N’Genuity.

5. Defendant Littlechief is an Arizona citizen and a shareholder and director of

N’Genuity and of LittleChief Specialties.

6. Defendant Alfred Bowen is an Arizona citizen, Littlechief’s spouse and member of GFI. With Littlechief’s authorization, knowledge and encouragement, Alfred Bowen has held himself out as, or as having the authority to act as, an employee and officer of N’Genuity.

7. Defendant Dustin Thomas Bowen (“Dustin Bowen”) is an Arizona citizen, Alfred Bowen’s son, director of LittleChief Specialties and N’Genuity-Littlechief Enterprises, and member of IMG and GFI. With Littlechief’s and Alfred Bowen’s authorization, knowledge and encouragement, he has held himself out as, or as having the authority to act as, an N’Genuity employee and officer.

8. N’Genuity is an Arizona corporation with its principal place of business in Arizona. N’Genuity is engaged in the distribution of wholesale food products throughout the United States. Its corporate office is located at 8414 N. 90th Street, Scottsdale, Arizona.

9. Impact Marketing Group LLC (“IMG”), a/k/a Electronic Data Analysis, is an Arizona limited liability corporation with its principal place of business in Scottsdale, Arizona.

10. Global Financial Investments LLC (“GFI”) is an Arizona limited liability corporation with its principal place of business in Scottsdale, Arizona.

11. N’Genuity-LittleChief Enterprises, Inc. is an Arizona corporation with its principal place of business in Scottsdale, Arizona. Dustin Bowen claims that, at least as of February 10, 2011, N’Genuity-LittleChief Enterprises has never done any business.

12. LittleChief Specialties, Inc. is an Arizona corporation with its principal place of business in Scottsdale, Arizona. N’Genuity and Littlechief claim that, at least as of February 10, 2011, LittleChief Specialties is an Interest Charge - Domestic International Sales Corporation (“IC-DISC”) created for federal tax advantages. Jackson was never informed of Defendants’

intention to create LittleChief Specialties, its incorporation or its purpose, and has never been offered any shares or other ownership interest in, or position with, LittleChief Specialties.

13. On or about April 9, 2001, Jackson and Littlechief formed and incorporated N’Genuity. At incorporation, N’Genuity had two directors: Littlechief as President and Jackson as Secretary. As President, Littlechief has been the operating and directing head of N’Genuity. Littlechief was a 51% shareholder and Jackson was and currently is a 49% shareholder.

14. Since N’Genuity’s incorporation, Alfred Bowen has been actively involved in the business relations and day-to-day operations of N’Genuity, including among other things the management and oversight of N’Genuity’s finances, and has held himself out as an employee and officer of N’Genuity. Littlechief has delegated, or abdicated some or all of her duties and responsibilities as President of N’Genuity to Alfred Bowen and has given him authority to act as an N’Genuity employee and as the manager responsible for N’Genuity’s business relations and operations. By way of only some examples:

- a. On or about July 20, 2005, Littlechief executed as President of N’Genuity a contract with the United States Department of Defense in which she represented that Alfred Bowen is a Vice President of N’Genuity;
- b. On or about June 30, 2004, Alfred Bowen signed an application to the United States Department of Agriculture’s Livestock and Feed Program, and related documents, as a Vice-President of N’Genuity; and
- c. On or about June 26, 2008, Alfred Bowen executed a United States Internal Revenue Service Form 2848 on behalf of N’Genuity which purported to grant power of attorney to N’Genuity’s accountant, Wayne Clouser.

15. Since approximately 2004, Dustin Bowen has performed some administrative services for N’Genuity such as handling orders and making bank deposits. Littlechief has authorized and allowed Dustin Bowen to hold himself out as a Vice-President of N’Genuity even though Dustin Bowen has never been properly appointed to such position.

16. Since N’Genuity’s incorporation, Jackson has been responsible for marketing. In

furtherance thereof, Jackson and N’Genuity entered into an agreement, the terms of which allowed N’Genuity to use Jackson’s identity for commercial purposes for as long as Jackson remained affiliated with N’Genuity, unless Jackson withdraws such authorization sooner.

17. In addition, Jackson and Littlechief agreed when N’Genuity was incorporated that neither shareholder would take any funds or other form of compensation from N’Genuity for the first several years so that all earnings and profits could be reinvested into N’Genuity. Littlechief and Jackson agreed sometime in or before 2005 that, going forward, Jackson would receive \$10,000 per month and Littlechief would receive \$11,000 per month as compensation from N’Genuity.

VENUE AND JURISDICTION

18. As an Illinois resident, Jackson maintains a home office in Burr Ridge, Illinois, DuPage County, from where he transacted N’Genuity business. The phone for Jackson’s Illinois office is in the 630 area code and was registered and expensed to N’Genuity.

19. Since N’Genuity’s 2001 incorporation, Littlechief has repeatedly traveled to Illinois on behalf of N’Genuity to attend food shows and corporate meetings. The most recent corporate meeting occurred on or about November 9, 2008, in Bolingbrook, Illinois, DuPage County. Jackson, Littlechief and Alfred Bowen attended this meeting.

20. Certain of Littlechief’s, Dustin Bowen’s, Alfred Bowen’s, IMG’s, GFI’s and LittleChief Specialties’ activities as described in this First Amended Complaint, including but not limited to their creation and transmission through the U.S. Mail and/or by wire of false, misleading and fraudulent statements to Jackson at his Illinois residence, were directed to the State of Illinois and involved interstate commerce.

21. This Court has subject matter jurisdiction over this action under 28 U.S.C.

§1332(a)(1) as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states; 28 U.S.C. §1331 in that there are causes of action arising under federal law; 18 U.S.C. §1964 in that there are causes of action to prevent and restrain violations of 18 U.S.C. §1962; and 28 U.S.C. §1367 for supplemental subject matter jurisdiction over causes of action arising under Arizona and Illinois law.

22. Venue is proper in this Court under 28 U.S.C. §1391, *et seq.*, and 18 U.S.C. §1965.

23. In connection with the acts and course of conduct alleged in this First Amended Complaint, Defendants directly and indirectly used the means and instrumentalities of interstate commerce, including the U.S. Mail, interstate telephones and wires, and the United States Federal Reserve banking system.

**N'GENUITY'S MINORITY OWNERSHIP
AND OTHER GOVERNMENT CERTIFICATIONS**

24. Littlechief is a part Native-American woman.

25. Jackson is an African-American man with national recognition, having attended Auburn University where he won the Heisman Trophy and from which he graduated in 1995 with a Bachelor of Science Degree in Human Science. Jackson also gained national recognition as a professional athlete in both the National Football League and Major League Baseball.

26. N'Genuity benefits from a number of certifications and registrations due to its minority ownership status, including without limitation certification with the Small Business Administration ("SBA") as a Small Disadvantaged Business, an SBA Hub Zone Business, a Woman-Owned Business, and a Native American-Owned Business. N'Genuity is also registered with the Department of Defense as a Central Contractor.

27. To remain eligible for participation in these various SBA programs, N'Genuity

must continue to meet all SBA criteria which, among other things, place limits on compensation to Company directors and impose various other financial restrictions.

N'GENUITY'S UNAUTHORIZED USE OF BO JACKSON'S IDENTITY

28. When N'Genuity became incorporated, Jackson permitted N'Genuity to use his identity, image and likeness in the promotion of N'Genuity's products and advertising.

29. At that same time, Jackson consented to N'Genuity's use of his name and signature through the use of the trademarks "Bo Burgers" and "Bo Jackson Signature Foods" for a hamburger product that is marketed to the military.

30. Upon information and belief, as expected when the parties entered into the agreement allowing N'Genuity to use Jackson's name, signature and likeness, approximately 95% of the sales, marketing and business contacts that have benefited N'Genuity have been generated specifically by Jackson with the use of his name, signature, likeness and reputation.

31. In addition, through Jackson's long-standing relationships with numerous ex-military personnel who now supply food products to the military, N'Genuity has generated substantial sales to the military which have accounted for, upon information and belief, approximately 80% of N'Genuity's total revenues.

32. On June 25, 2009, after learning about certain unlawful and inappropriate activities that N'Genuity engaged in through the actions of Littlechief, Alfred Bowen and Dustin Bowen (as set forth below more fully), Jackson sent Defendants a cease-and-desist letter barring them immediately from any further use of his signature, image and/or likeness.

33. Despite that cease-and-desist letter, Defendants continued unlawfully to use Jackson's signature, image and likeness - for example, as of the date of the filing of the original Verified Complaint in this matter, on N'Genuity's website. While Defendants appear to have

ceased using Jackson's signature, image and likeness on such website, they likely continue to use Jackson's signature, image and/or likeness elsewhere. Defendants have not received sufficient assurances that all such activities have ceased.

**DEFENDANTS' MISMANAGEMENT OF N'GENUITY AND
MISAPPROPRIATION OF ITS PROPERTY FOR PERSONAL AND OTHER USES**

34. Since the incorporation of N'Genuity, Littlechief and Alfred Bowen, have been responsible for the financial aspects of the N'Genuity business and for ensuring compliance with the various rules and regulations of the SBA and other certifying agencies.

35. Jackson placed his trust and confidence in Littlechief and Alfred Bowen to properly keep the financial books and to ensure the regulatory compliance necessary for N'Genuity to maintain its various certifications.

36. Littlechief and Alfred Bowen have used corporate funds for their own personal use and have altered the accounting records to hide such misappropriation, effectively looting N'Genuity. As only some examples of such activities, in conjunction with the other Defendants, they have:

- a. moved millions of dollars from N'Genuity to sham corporations owned by Littlechief and/or Dustin Bowen, thereby dramatically decreasing N'Genuity's net income and denying Jackson the value of millions of dollars in N'Genuity profits (for example, N'Genuity's reported net income in 2010 plummeted to less than \$300,000 despite revenues of approximately \$29 million dollars);
- b. misappropriated N'Genuity funds by recharacterizing their personal expenses as N'Genuity's business costs which N'Genuity then pays;
- c. before and after this litigation was filed, doctored the N'Genuity records to make it appear, despite facts to the contrary, that Littlechief was merely receiving "shareholder loans";
- d. paid their personal household expenses, such as a nanny and a housekeeper, directly from N'Genuity funds under the pretext that such persons were N'Genuity employees or contractors;
- e. created bank accounts in various banking institutions, such as the Three Rivers Bank of Montana in Kalispell, Montana, through which Littlechief and Alfred Bowen deposited, and/or arranged for the deposit of, N'Genuity funds and then transmitted funds from such

accounts directly to Littlechief, Dustin Bowen, GFI and others without any benefit to N'Genuity, not for the payment of any money that N'Genuity owed to any of them, and for the purpose of enriching themselves at N'Genuity's and Jackson's expense; and

- f. paid Alfred Bowen's personal attorneys in other litigation unrelated to N'Genuity directly from N'Genuity funds.

37. Jackson, directly or through his agents, has repeatedly requested an opportunity to inspect the books and records of the Company on a number of occasions, but Defendants (directly or through their agents) have refused and/or failed to make such books and records available as required by applicable statute.

38. At the November 9, 2008 meeting, attended also by Jackson's attorney William J. Hawkins, Jackson requested access to the corporation's financial books, records and information. In a November 10, 2008 e-mail to Alfred Bowen, Hawkins reiterated such request.

39. On November 13, 2008, Hawkins sent a letter to Littlechief and Alfred Bowen stating again Jackson's request for copies of "current financial information including, but not limited to, the latest balance sheet information."

40. Littlechief and Bowen did not respond to this letter. Rather, in an effort to avoid Jackson's reviewing the financial records and thereby understanding the breadth of Defendants' mismanagement and misappropriation of Company property, Littlechief instead sent Jackson two Notices of Proposed Special Meetings of Shareholders and two Notices of Special Meetings of the Directors, which they conveniently scheduled for November 25, 2008 in Scottsdale, Arizona. When they sent those Notices, Littlechief and Alfred Bowen knew full well that Jackson could not attend such meetings because he had surgery on his hands already scheduled in the Chicago area for November 25, 2008.

41. Jackson, through his counsel Hawkins, sent Defendants a letter on November 20, 2008, by email and regular mail seeking a continuance of these meetings since, as Defendants

already knew, Jackson was scheduled for hand surgery that day in the Chicago area and, thus, could not travel to Arizona. In that letter, Mr. Hawkins again demanded access to the financial information of the Company on behalf of Jackson.

42. From approximately November 20, 2008, to in or about December 1, 2008, Hawkins and N'Genuity's attorney Daniel Garrison discussed the possibility and terms of rescheduling the proposed four meetings from November 25, 2008, to December 2, 2008. N'Genuity through its attorney subsequently informed Hawkins that no meetings would take place on December 2, 2008. Accordingly, neither Jackson nor his attorneys traveled to Arizona to attend any meetings on December 2, 2008.

43. On January 26, 2009, Jackson received by facsimile at approximately 11:20 a.m. a Notice of Special Meeting of the Board of Directors of N'Genuity scheduled for the following day, January 27, 2009 at 9:00 a.m.

44. On January 26, 2009, by facsimile, Jackson through his attorney Steven A. Migala sent a letter to Littlechief stating that Jackson and Migala wished to attend the January 27, 2009 meeting by telephone. Therein, Migala admonished Defendants for failing to comply with Plaintiff's repeated requests for the Company financial information, and explained that, as a result of Defendants' failure to comply with their legal obligations, they had prevented Jackson from adequately preparing for any such "special meeting."

45. On January 27, 2009, Alfred Bowen spoke with Jackson's attorney Migala and advised him that the Board meeting purportedly scheduled for that day had been cancelled.

46. On February 3, 2009, Jackson through his attorney Migala again sent a written demand for the financial documents of the Company so as to allow Jackson to properly prepare for any special meetings.

47. On February 17, 2009, N'Genuity's new attorney Marty Harper informed Hawkins that "a letter outlining action taken at board meeting on 1.27.09 will follow shortly." This is the first indication Jackson or his attorneys received that certain Defendants had purported to conduct a special meeting on January 27, 2009, even though Defendants informed Jackson that such meeting had been cancelled.

48. In a letter to Hawkins dated February 25, 2009, Defendants' counsel purported to offer to make the "required corporate records available for your inspection and copying at our offices." The referenced offices are located at the offices of the Brand Law Group at 923 Fifteenth Street, N.W., Washington D.C.

49. Thus, despite the express requirements of applicable law as set forth in more detail below, Defendants did not make the requested records available at any of the appropriate locations, such as N'Genuity's corporate offices in Arizona, but at a location that would require unnecessary expense and inconvenience to Jackson.

50. In the February 25, 2009 letter, Defendants' counsel also purported to enclose a copy of "the company's financial records of the last three years." As acknowledged by N'Genuity attorney Jere Glover, the documents that Defendants' counsel sent with that letter did not represent a complete set of the Company's financial records.

51. On March 13, 2009, Jackson's counsel Hawkins received, by overnight Federal Express delivery, yet another letter from Defendants' Counsel incorrectly dated February 25, 2009. With that letter were the "Records of Action" for purported special meetings that occurred on December 2, 2008 and January 27, 2009. It was through this correspondence that Jackson learned for the first time that, despite Defendants' cancellation of the November 25, 2008 meeting and Defendants' representations that such meetings would not occur on December 2,

2008, Defendants nevertheless purported to conduct two “special meetings” on December 2, 2008 – first a special meeting of the N’Genuity shareholders and then immediately thereafter a special meeting of N’Genuity’s Board of Directors. As set forth below, such meetings were unlawful and of no force or effect under applicable law.

52. At the unlawful and of-no-lawful-effect December 2, 2008 special meeting of shareholders, Littlechief purported to, but did not successfully since the law expressly prohibits such actions in the manner attempted, to amend the bylaws and/or Articles of Incorporation to:

- a. increase the number of directors from two to three;
- b. authorize the newly created directorship to be filled by vote of the majority of the shareholders which, coincidentally, would be satisfied, if lawful which was not the case, by Littlechief’s vote as 51%, and thereby majority, shareholder at that time (Jackson’s shareholder ownership is 49%);
- c. elect Dustin Bowen to serve as a new N’Genuity Director; and
- d. increase the authorized shares of the company from 1,000 shares to 50,000 shares.

53. Through the March 13, 2009 correspondence, Jackson also learned for the first time that two “Special Meetings,” not one, purportedly took place on January 27, 2009 – a special meeting of N’Genuity’s directors and then a special meeting of N’Genuity’s shareholders. The directors meeting took place without Jackson despite Jackson’s demand to be included and despite Alfred Bowen’s blatant and unlawful misrepresentation that such meeting had been cancelled. The shareholders meeting took place even though Jackson had never received any notice that such meeting had been scheduled.

54. Littlechief and Dustin Bowen attempted the following at the January 27, 2009 meetings in a transparent attempt unlawfully to obtain control of the Company, deny Jackson his rights as an N’Genuity shareholder and director, continue to misappropriate the Company’s and Jackson’s property, and hide their previous misappropriation of such property:

- a. Misrepresented Jackson’s request to be present by stating that Jackson had communicated through counsel that neither he nor his counsel would participate in the meeting;

- b. Purported to resolve to submit a Capital Increase Proposal to the shareholders for approval and to propose that the Company be authorized to sell an additional 10,800 shares of common stock at \$43/share; and
- c. Purported to approve the Capital Increase Proposal and to give current shareholders the opportunity to purchase the additional shares of common stock at a pro rata proportion to their current share holdings and that, should a shareholder elect not to purchase the new shares, the other shareholder would have an option to purchase those new shares.

55. On August 25, 2009, Littlechief purported to conduct a special meeting of N’Genuity’s shareholders at which she purported to authorize the establishment of an IC-DISC for N’Genuity and to allow Littlechief to move funds between such entity and N’Genuity. None of the Defendants sent to Jackson, and Jackson never received, any notice of such meeting. Any actions taken at the August 25, 2009 meeting are of no lawful effect or force.

56. On or about November 6, 2009, Jackson received notice of the scheduling for November 18, 2009, of special meetings of the shareholders and directors to consider, among other things, removing Jackson as a Director. To the extent any such meetings occurred, they were unlawful and of no lawful force or effect.

57. On February 22, 2011, Jackson received notice of a special meeting of shareholders scheduled for March 4, 2011, at which the shareholders would consider, among other things, the merger of N’Genuity and IMG and the elimination of Jackson as a shareholder. This Court subsequently granted Plaintiff’s motion for a temporary restraining order and enjoined Defendants from, among other things, conducting such meeting.

CERTAIN DEFENDANTS’ SCHEME TO DEFRAUD PLAINTIFF AND N’GENUITY

58. For at least the past 7 years, the Individual Defendants and Defendants IMG, GFI and (most recently) LittleChief Specialties (collectively, the “RICO Defendants”) have joined together in an association to serve the following purposes: to defraud Plaintiff of compensation from N’Genuity and of the value of his ownership interest in N’Genuity; to unlawfully control

the finances and operations of N'Genuity so that the RICO Defendants could use it for their own purposes that directly conflict with the interests of N'Genuity and of Jackson; to obtain services and pay expenses and debts wholly unrelated to the business interests and/or needs of N'Genuity; to conceal their unlawful activities from Jackson and others; and to misappropriate funds of N'Genuity and funds due and/or owing to Jackson. The RICO Defendants' association has been an enterprise ("the Enterprise") under RICO.

59. Littlechief and Alfred Bowen have been the masterminds of this scheme. They have led the Enterprise; overseen and supervised its activities, operation and management; and used the Enterprise to pursue its various purposes, to perpetuate its existence, to expand its ability to pursue its purposes, and to enhance the benefits that they and the other RICO Defendants reaped from the activities of the Enterprise.

60. Dustin Bowen, under the direction of Littlechief and Alfred Bowen and with full knowledge of the unlawful purposes and activities of the Enterprise, participated in the conduct of the Enterprise's affairs by, for example, delivering fraudulent statements through the U.S. Mail and by wire and other means, delivering checks through the U.S. Mail and by other means that served the Enterprise's purposes and activities, delivering funds to banks and other financial institutions that served the Enterprise's purposes and activities or that constituted the benefits to the RICO Defendants of the Enterprise's unlawful activities.

61. IMG, GFI and LittleChief Specialties were created, and/or their activities and purposes were redirected to serve, as sham corporations by the other RICO Defendants. IMG, GFI and LittleChief Specialties engaged in various activities under the direction and supervision of Alfred Bowen and Littlechief for and on behalf of the Enterprise and to serve the Enterprise's fraudulent and unlawful purposes and thereby participated, and became the tool of the other

RICO Defendants and the Enterprise for use, in this scheme to defraud Plaintiff and N'Genuity. For example, IMG, GFI and LittleChief Specialties served as a conduit for the flow of money and for the efforts of the Enterprise to hide its unlawful activities from Jackson and others.

62. The Enterprise has existed and been in operation for at least 8 years and, thus, has had sufficient longevity to permit all of the RICO Defendants to actively pursue the Enterprise's unlawful purposes through a pattern of racketeering and unlawful activities. The RICO Defendants' activities have served the purposes of the Enterprise set forth above and, more generally, enriched the Enterprise and promoted the continuation and perpetuation of the Enterprise and its ability to conduct its racketeering and unlawful activities.

63. The RICO Defendants through the activities of their Enterprise engaged in and affected interstate commerce by, among other ways, using the U.S. Mail and interstate wires to transmit fraudulent statements, to effectuate and reap the benefits of their scheme to defraud and to serve the Enterprise; retaining the services of numerous vendors engaged in interstate commerce to effectuate and/or reap the benefits of their unlawful purposes and activities and to serve the Enterprise; making fraudulent statements to and using interstate financial institutions to effectuate and/or reap the benefits of their unlawful activities and purposes and to serve the Enterprise; unlawfully and fraudulently giving Alfred Bowen and Dustin Bowen purported authority to take N'Genuity's funds from its bank accounts, and transmitting their stolen money and travelling across state lines to effectuate and/or reap the benefits of their unlawful activities and purposes and to serve the Enterprise.

64. The RICO Defendants operated and managed the Enterprise through, among others, the following unlawful racketeering activities, each a "predicate act" under RICO, which constituted their regular way of effectuating their scheme to defraud Plaintiff, which were

undertaken to serve the Enterprise's purposes and which are likely to continue (evidenced in part by their unlawful activities during the pendency of this lawsuit):

- a. U.S. Mail Fraud (18 U.S.C. §1341) and/or Wire Fraud (18 U.S.C. §1343): The RICO Defendants devised a scheme or artifice to defraud, and to obtain money and other properties by means of false or fraudulent pretenses, representations or promises, knowing the falsity of such pretenses, representations or promises, and to execute such scheme or artifice transmitted through the U.S. Mail and/or sounds and words by means of wire in interstate commerce. Examples of such mail and wire fraud include:
 - i. On or about June 30, 2004, Alfred Bowen signed and transmitted to the United States Department of Agriculture's Livestock and Feed Program an application with attendant documents in which he fraudulently stated that he was a Vice-President of N'Genuity, which he was not, and that N'Genuity's net worth as of such date was \$2,263,490;
 - ii. In or shortly before 2008, Alfred Bowen fraudulently convinced Plaintiff to forego his \$10,000/month N'Genuity salary on the grounds that Plaintiff had been overpaid under SBA rules, could not receive any further compensation under such rules and actually must reimburse N'Genuity for hundreds of thousands of dollars that he was overpaid; with Alfred Bowen knowing full well that such statements were false given the compensation Littlechief had received and continued to receive, directly and indirectly, through her, Alfred Bowen's and Dustin Bowen's unlawful activities, including N'Genuity's payment of Littlechief's personal expenses and the funneling of N'Genuity money to her and her family members through phony bookkeeping entries and sham corporations;
 - iii. On or about January 26, 2005, Littlechief and Dustin Bowen signed and transmitted to then-Bank One a business signature card that fraudulently stated that Dustin Bowen was N'Genuity's Secretary, when in fact Plaintiff was N'Genuity's Secretary;
 - iv. On at least 20 occasions beginning in or before August 2003 through in or after October 2003, Alfred Bowen transmitted requests to Three Rivers Bank of Montana that it advance loans to N'Genuity when in fact Alfred Bowen and Littlechief intended to, and did, use such advances not for any benefit to N'Genuity but to misappropriate N'Genuity's funds by making payments to Dustin Bowen, Thomas Bowen, GFI and other Defendants;
 - v. On September 9, 2003, and September 15, 2003, Littlechief and/or Alfred Bowen wired over \$200,000 to Three Rivers Bank of Montana for deposit into a purported N'Genuity account at such bank from which Littlechief wrote checks to herself, Dustin Bowen and other Defendants not for any benefit of N'Genuity or for payment of any money owed by N'Genuity to the recipients of such checks but solely to

unlawfully enrich Defendants by misappropriating N’Genuity’s funds;

- vi. On or about July 20, 2005, Littlechief executed as President of N’Genuity and transmitted to the United States Department of Defense a contract which fraudulently stated, among other things, that N’Genuity meets the criteria to be a protégé in the Department’s Mentor/Protégé Program (which it did not given the compensation Littlechief and others actually received from N’Genuity) and that Alfred Bowen was a Vice President of N’Genuity (which he was not);
- vii. On or about May 17, 2006, Littlechief and Dustin Bowen transmitted to the SBA various documents, including SBA forms, purported N’Genuity balance sheets and income statements, which fraudulently stated that N’Genuity’s 2005 net income was \$764,885.90 (and then in or about April 2006 transmitted to Plaintiff financial statements purportedly audited by N’Genuity’s accountant, Wayne Clouser. that reported net income in 2005 of \$75,163.00), that Littlechief’s total compensation from N’Genuity in 2005 was only \$104,000 and in 2004 was only \$40,000, and that Littlechief had no outstanding loans from N’Genuity;
- viii. On or about July 14, 2006, October 31, 2006, and June 8, 2007, Chad Bowen (son of Alfred Bowen) signed and transmitted to the United States Department of Agriculture’s Livestock and Feed Program various documents in which he fraudulently stated that he was a Vice-President of N’Genuity, which he was not, and indeed N’Genuity, Littlechief and/or Alfred Bowen informed the IRS that he was an N’Genuity “nonemployee”; and Chad Bowen did so with the authorization and knowledge of Littlechief, Alfred Bowen and Dustin Bowen;
- ix. On or about September 10, 2007, Littlechief and Alfred Bowen transmitted to Plaintiff financial statements for the year-ending December 31, 2006, which Wayne Clouser (N’Genuity’s accountant) purportedly audited and which contained various fraudulent representations including, but not limited to, statements that in 2006 N’Genuity incurred over \$20 million for “costs of good sold” and nearly \$1.4 million in operating expenses and that N’Genuity’s net income was \$183,666;
- x. On or about September 24, 2007, and on or shortly after October 19, 2007, Alfred Bowen transmitted to Plaintiff financial documents for the years-ending 2005 and 2006 which contained various fraudulent representations regarding the expenses and net income of N’Genuity in that, among other reasons, Alfred Bowen and Littlechief fraudulently characterized money they stole from N’Genuity as legitimate N’Genuity expenses;
- xi. On or about June 26, 2008, Alfred Bowen executed and transmitted to the United States Internal Revenue Service a Form 2848 on behalf of N’Genuity which fraudulently stated that Alfred Bowen had the authority and power to grant power of attorney for N’Genuity to Wayne Clouser;
- xii. On or about October 31, 2008, Littlechief and Dustin Bowen signed and transmitted to JP Morgan Chase Bank a business signature card that fraudulently stated that Dustin Bowen was a Vice President of N’Genuity, when in fact he was not a Vice President or any other type of officer of N’Genuity;
- xiii. On or about February 9, 2009, Littlechief and Alfred Bowen, through Clouser,

transmitted to Plaintiff financial statements for the year-ending December 31, 2007, which Clouser purportedly audited and which contained various fraudulent representations including, but not limited to, statements that in 2007 N’Genuity incurred over \$42 million for “costs of good sold” and over \$1.5 million in operating expenses and that N’Genuity’s net income was \$384,554;

- xiv. On or about April 30, 2009, Littlechief transmitted to the SBA an application for certification that fraudulently stated that, among other things, (1) she and N’Genuity continue to meet all of the requirements for certification even though her actual compensation from N’Genuity far exceeded the required limits; (2) no non-disadvantaged employee, owner, director or management member receives compensation from N’Genuity that exceeds the compensation of the highest ranking N’Genuity officer, when in fact Alfred Bowen and Dustin Bowen so received such compensation; and (3) N’Genuity does not have any existing management or consulting agreement when in fact it purported to have such an agreement with IMG;
 - xv. On numerous occasions in and since at least 2007, Alfred Bowen, Littlechief and Dustin Bowen transmitted funds from N’Genuity to GFI, IMG and LittleChief Specialties under the fraudulent pretense that such transmissions constituted lawful and legitimate payments by N’Genuity to GFI, IMG and/or LittleChief Specialties, and then transmitted such funds from GFI, IMG and/or LittleChief Specialties directly to Littlechief, Dustin Bowen and other family members and indirectly to Alfred Bowen; when, in fact, such transmissions were merely a pretense to misappropriate money from N’Genuity for the RICO Defendants’ own personal use.
- b. Bank Fraud (18 U.S.C. §1344): The RICO Defendants knowingly executed a scheme or artifice to obtain moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises, knowing the falsity of such pretenses, representations or promises. Examples of such bank fraud include:
- i. On or about January 26, 2005, Littlechief and Dustin Bowen signed and transmitted to then-Bank One a business signature card that fraudulently stated that Dustin Bowen was N’Genuity’s Secretary, when in fact Plaintiff was N’Genuity’s Secretary;
 - ii. On at least 20 occasions beginning in or before August 2003 through in or after October 2003, Alfred Bowen transmitted requests to Three Rivers Bank of Montana that it advance loans to N’Genuity when in fact Alfred Bowen and Littlechief intended to, and did, use such advances not for any benefit to N’Genuity but to misappropriate N’Genuity’s funds by making payments to Dustin Bowen, Thomas Bowen, GFI and other Defendants;
 - iii. On September 9, 2003, and September 15, 2003, Littlechief and/or Alfred Bowen wired over \$200,000 to Three Rivers Bank of Montana for deposit into a phony N’Genuity account at such bank from which Littlechief wrote checks to herself,

Dustin Bowen and other Defendants not for any benefit of N’Genuity or for payment of any money owed by N’Genuity to the recipients of such checks but solely to unlawfully enrich Defendants by misappropriating N’Genuity’s funds; and

- iv. On or about October 31, 2008, Littlechief and Dustin Bowen signed and transmitted to JP Morgan Chase Bank a business signature card that fraudulently stated that Dustin Bowen was a Vice President of N’Genuity, when in fact he was not a Vice President or any other type of officer of N’Genuity.
- c. Interstate Transportation of Stolen Property (18 U.S.C. §2341): The RICO Defendants transported, transmitted or transferred in interstate commerce goods, wares, merchandise, securities or money of the value of \$5,000 or more, knowing the same had been stolen, converted or taken by fraud; and, having devised or intending to devise a scheme or artifice to defraud, and to obtain money or property by means of false or fraudulent pretenses, representations, or promises, transported or caused to be transported, or induced persons to travel in, or to be transported in interstate or foreign commerce in the execution or concealment of a scheme or artifice to defraud that person or those persons of money or property having a value of \$5,000 or more. Examples of such include:
 - i. On at least 20 occasions beginning in or before August 2003 through in or after October 2003, Alfred Bowen transmitted requests to Three Rivers Bank of Montana that it advance loans to N’Genuity when in fact Alfred Bowen and Littlechief intended to, and did, use such advances not for any benefit to N’Genuity but to misappropriate N’Genuity’s funds by making payments to Dustin Bowen, Thomas Bowen, GFI and other Defendants; and
 - ii. On September 9, 2003, and September 15, 2003, Littlechief and/or Alfred Bowen wired over \$200,000 to Three Rivers Bank of Montana for deposit into a phony N’Genuity account at such bank from which Littlechief wrote checks to herself, Dustin Bowen and other Defendants not for any benefit of N’Genuity or for payment of any money owed by N’Genuity to the recipients of such checks but solely to unlawfully enrich Defendants by misappropriating N’Genuity’s funds.

65. Plaintiff has been directly and/or indirectly victimized and injured by the RICO Defendants’ racketeering activities in that, among other things, the value of Plaintiff’s ownership interest in N’Genuity has been diminished, Plaintiff has not received the moneys to which he has been entitled from N’Genuity, Plaintiff has been unable to ascertain the true value of his

ownership interest in N’Genuity with or without the diminution of such value due to the RICO Defendants’ plundering and hiding of N’Genuity’s funds and other assets, and Plaintiff has not been able to attend or properly prepare for meetings at which the fact and value of his ownership interests and the operations of N’Genuity are determined or affected.

COUNT I
BREACH OF ORAL CONTRACT

(Against N’Genuity Enterprises, Co.)

66. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

67. Jackson and N’Genuity entered into a valid and enforceable oral contract allowing N’Genuity to use Jackson’s identity in the promotion of N’Genuity products and advertising for only as long as Jackson remained involved with N’Genuity and continued to consent to such use.

68. This oral contract was formed around the time of incorporation when Jackson offered the use of his identity and N’Genuity (through Alfred Bowen) accepted the offer in consideration for, among other things, the enhanced marketing advantages and business opportunities that such use of Jackson’s identity would and did bring to N’Genuity as well as the revenues and other income expected, and resulting, therefrom.

69. Jackson performed all contractual conditions required by allowing to be photographed and authorizing the use of those photographs, as well as allowing other uses of his name and signature, in the N’Genuity marketing brochures and its corporate website.

70. In light of Jackson’s concerns regarding N’Genuity’s mismanagement, customer dissatisfaction and apparent unlawful conduct by Defendants, Jackson decided he no longer wished to endorse N’Genuity or allow his name and/or identity to be tied to N’Genuity. Accordingly, on June 25, 2009, Jackson sent a letter to N’Genuity by regular mail and email

demanding that, within five days of receipt of the letter, it cease and desist from using his photo, name and image.

71. Despite such letter, Defendants continued unlawfully to use Jackson's signature, image and likeness. Defendants now appear to have ceased such use on N'Genuity's website, but likely continue to use Jackson's signature, image and likeness elsewhere.

72. N'Genuity has breached the contract with Jackson by using Jackson's identity without his consent and thereby damaged Jackson and caused, and will continue to cause, irreparable harm to Jackson's reputation for which there is no adequate remedy at law.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Defendant N'Genuity;
- b. Issue temporary, preliminary, and permanent injunctions restraining N'Genuity, or anyone acting in concert with N'Genuity, from using Jackson's identity;
- c. Award Jackson actual damages including the profits derived from the unauthorized use of his identity;
- d. Award Jackson punitive damages for N'Genuity's willful and wanton misconduct;
- e. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- f. Award Jackson such other relief as is just and equitable.

COUNT II
VIOLATION OF THE ILLINOIS RIGHT OF PUBLICITY ACT

(Against N'Genuity Enterprises, Co.)

73. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

74. The Illinois Right of Publicity Act ("IRPA") grants a person the "right to control and to choose whether and how to use an individual's identity for commercial purposes" (765 ILCS 1075/10) and defines "identity" as "any attribute of an individual that serves to identify that individual to an ordinary, reasonable viewer or listener, including but not limited to (i) name, (ii) signature, (iii) photograph, (iv) image, (v) likeness, or (vi) voice" (765 ILCS 1075/5).

75. IRPA provides that a person may not use an individual's identity for commercial

purposes during the individual's lifetime without having obtained previous written consent. 765 ILCS 1075/30. Previously given consent can be withdrawn.

76. By using Jackson's identity for purposes of advertising or promoting N'Genuity products and services after expiration of the five-day period in the cease-and-desist letter, N'Genuity used Jackson's identity for commercial purposes without his continued consent.

77. N'Genuity's unlawful continued use of Jackson's identity sent the message that Jackson continued to endorse N'Genuity; something Jackson no longer did.

78. N'Genuity has willfully violated the IRPA.

79. As a result of its conduct, N'Genuity has damaged Jackson and has caused and will continue to cause irreparable harm to Jackson, including damage to his reputation for which there is no adequate remedy at law.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Defendant N'Genuity;
- b. Issue temporary, preliminary, and permanent injunctions restraining N'Genuity, or anyone acting in concert with N'Genuity, from using Jackson's identity; and
- c. Award Jackson actual damages including the profits derived from the unauthorized use of his identity;
- d. Award Jackson punitive damages for N'Genuity's willful and wanton misconduct;
- e. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- f. Award Jackson such other relief as is just and equitable.

COUNT III
VIOLATION OF PLAINTIFF'S COMMON LAW RIGHT OF PUBLICITY

(Against N'Genuity Enterprises, Co.)

80. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

81. By using Jackson's identity for purposes of advertising or promoting N'Genuity products and services after expiration of the five-day period set forth in Jackson's June 25, 2009

cease-and-desist letter, N’Genuity used Jackson’s identity, name and likeness to its commercial advantage without his continued consent and despite Jackson’s express directive that it not do so.

82. As a result of its conduct, N’Genuity has damaged Jackson and has caused and will continue to cause irreparable harm, including damage to his reputation for which there is no adequate remedy at law.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Defendant N’Genuity;
- b. Issue temporary, preliminary, and permanent injunctions restraining N’Genuity, or anyone acting in concert with N’Genuity, from using Jackson’s identity;
- c. Award Jackson actual damages including the profits derived from the unauthorized use of his identity;
- d. Award Jackson punitive damages for N’Genuity’s willful and wanton misconduct;
- e. Award Jackson his attorney’s fees, costs and expenses in bringing this action; and
- f. Award Jackson such other relief as is just and equitable.

COUNT IV
BREACH OF FIDUCIARY DUTY

(Against Valerie Littlechief)

83. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

84. As a corporate director, Littlechief owed certain fiduciary duties to N’Genuity, its shareholders and her co-directors including, but not limited to: (a) a duty of undivided, unselfish, and unqualified loyalty; (b) unbending disavowal of any opportunity which would permit her private interests to clash with the N’Genuity’s rights and interests; (c) a duty not to misappropriate corporate funds; and (d) a duty of honesty and good faith and fair dealing.

85. As a corporate director and shareholder, Jackson has an unqualified right to examine the books and records of the corporation.

86. Littlechief failed to exercise the care required of her and breached her fiduciary duties owed to N’Genuity and to Jackson as a director and shareholder, by, among other ways:

- a. Mismanaging the corporate assets;
- b. Misappropriating and plundering corporate funds for personal use and for use by her husband, Alfred Bowen, and others, by, among other ways, engaging in a systematic and continuing pattern of making significant, unauthorized, undocumented and/or unsupported disbursements to herself, her family members and sham corporations;
- c. Refusing to produce the complete and accurate books and records, including the financial records, of the corporation to Jackson, a director and shareholder; instead producing to Jackson in an untimely manner fraudulent and/or incomplete financial documentation;
- d. Unlawfully calling and/or conducting special meetings without proper notice and misrepresenting Jackson's awareness of, and or intention to attend, such special meetings;
- e. Amending the bylaws in violation of the law to allow herself to elect her husband's son, Dustin Bowen, as a director;
- f. Effectively diluting, and/or attempting to dilute, Jackson's interest in the corporation by unlawfully amending the bylaws and calling meetings without proper notice;
- g. Authorizing or condoning the cessation of regular monthly payments to Jackson on the fraudulent basis that such payments were unlawful;
- h. Establishing sham corporations such as LittleChief Specialties, or assisting others in the establishment of sham corporations, as mechanisms for secretly funneling corporate assets and funds to herself and others;
- i. Entering into one-sided "contracts" that purportedly contractually obligated N'Genuity to pay millions of dollars to the sham corporations, thereby enriching Littlechief and her family members at N'Genuity's and Jackson's expense; and
- j. Failing to honor Jackson's request that N'Genuity cease and desist from using his identity for commercial and other purposes.

87. Littlechief intentionally breached her fiduciary duties to Jackson as a shareholder and director, and to the Company. Her conduct was willful and wanton.

88. By the acts alleged herein, Littlechief, individually and acting together with the other Defendants as part of a common plan, damaged Jackson by unfairly depriving him of the true value of his investment in the Company and damaging his reputation. Littlechief's conduct also prevented Jackson from adequately preparing for meetings of the shareholders and the board, assessing the company's true financial condition, and accurately ensuring that N'Genuity remains in compliance with all statutory and agency regulations governing its certifications.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Littlechief;

- b. Order a full and complete accounting to enable Jackson to see gross revenues and deducted expenses;
- c. Enter an order compelling production of *all* corporate books and records;
- d. Order a complete forfeiture of the salary, compensation and benefits paid to Littlechief during the period of the breach of fiduciary duty;
- e. Award Jackson actual damages to compensate him for the injury he has suffered as a result of Littlechief's unlawful conduct;
- f. Award Jackson punitive damages for Littlechief's willful and wanton misconduct;
- g. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- h. Award Jackson such other relief as is just and equitable.

COUNT V
BREACH OF FIDUCIARY DUTY

(Against Alfred Bowen)

89. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

90. In his role with N'Genuity, Alfred Bowen owed certain fiduciary duties to N'Genuity and its shareholders including, but not limited to: (a) a duty of undivided, unselfish, and unqualified loyalty; (b) unbending disavowal of any opportunity which would permit his private interests to clash with the rights and interests of N'Genuity; (c) a duty to not misappropriate corporate funds; and (d) a duty of honesty and good faith and fair dealing.

91. Alfred Bowen failed to exercise the care required of and breached his duties of loyalty owed to N'Genuity and Jackson by, among other ways:

- a. Mismanaging the corporate assets;
- b. Misappropriating corporate funds for his and his family members' personal use;
- c. Authorizing, condoning and/or communicating to Plaintiff the cessation of regular monthly payments to Plaintiff on the fraudulent basis that such payments were unlawful;
- d. Establishing sham corporations, or assisting others establishing sham corporations, as mechanisms for secretly funneling corporate assets and funds to himself and others;
- e. Working individually and in concert with Littlechief in refusing to produce the books and records, including the financial records, of the corporation to Jackson; and
- f. Working individually and in concert with Littlechief to effectively dilute Jackson's interest in the corporation and deprive him of the value of his ownership.

92. Alfred Bowen intentionally breached his fiduciary duties to N'Genuity and Jackson. His conduct was willful and wanton.

93. By the acts alleged herein, Alfred Bowen, individually and acting together with the other Defendants as part of a common plan, damaged Jackson by unfairly depriving him of the true value of his investment in the Company and damaging his reputation. Alfred Bowen's conduct also prevented Jackson from adequately preparing for meetings of the shareholders and the board, assessing the company's true financial condition, and ensuring that N'Genuity remains in compliance with all statutory and agency regulations governing its certifications.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Alfred Bowen;
- b. Order a full and complete accounting to enable Jackson to see gross revenues and deducted expenses;
- c. Enter an order compelling production of *all* corporate books and records;
- d. Order a complete forfeiture of the salary, compensation and benefits paid to Alfred Bowen during the period of the breach of fiduciary duty;
- e. Award Jackson actual damages to compensate him for the injury he has suffered as a result of Alfred Bowen's unlawful conduct;
- f. Award Jackson punitive damages for Alfred Bowen's willful and wanton misconduct;
- g. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- h. Award Jackson such other relief as is just and equitable.

COUNT VI
BREACH OF FIDUCIARY DUTY

(Against Dustin Bowen)

94. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

95. As an employee of N'Genuity, Dustin Bowen owed certain fiduciary duties to N'Genuity and its shareholders, including but not limited to: (a) a duty of undivided, unselfish, and unqualified loyalty; (b) unbending disavowal of any opportunity which would permit his private interests to clash with the rights and interests of N'Genuity; (c) a duty to not

misappropriate corporate funds; and (d) a duty of honesty and good faith and fair dealing. If and only if he was lawfully made a director of N’Genuity, which Plaintiff claims in this action that he was not, then Dustin Bowen owed similar fiduciary duties in that role to N’Genuity.

96. Dustin Bowen failed to exercise the care required of and breached his duties of loyalty owed to N’Genuity and Jackson by, among other ways:

- a. Mismanaging the corporate assets;
- b. Establishing sham corporations, or assisting others in establishing sham corporations, as mechanisms for secretly funneling corporate assets and funds to himself and others; and
- c. Working individually and in concert with Littlechief in refusing to produce the books and records, including the financial records, of the corporation to Jackson, a director and shareholder; and
- d. Misappropriating corporate funds for personal use; and
- e. Working in concert with Littlechief and other Defendants to effectively dilute Jackson’s interest in the corporation.

97. Dustin Bowen intentionally breached his fiduciary duties to N’Genuity and to Jackson as a shareholder and director. His conduct was willful and wanton.

98. By the acts alleged herein, Dustin Bowen, individually and acting together with Littlechief and Alfred Bowen, as part of a common plan, damaged Jackson economically by unfairly depriving Jackson of the true value of his investment in the company and damaged his reputation. Dustin Bowen’s conduct also prevented Jackson from adequately preparing for meetings of the shareholders and the board, assessing the company’s true financial condition, and ensuring that N’Genuity remains in compliance with all statutory and agency regulations governing its certifications.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Dustin Bowen;
- b. Order a full and complete accounting to enable Jackson to see gross revenues and deducted expenses;
- c. Enter an order compelling production of *all* corporate books and records;
- d. Order a complete forfeiture of the salary, compensation and benefits paid to Dustin Bowen during the period of the breach of fiduciary duty;

- e. Award Jackson actual damages to compensate him for the injury he has suffered as a result of Dustin Bowen's unlawful conduct;
- f. Award Jackson punitive damages for Dustin Bowen's willful and wanton misconduct;
- g. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- h. Award Jackson such other relief as is just and equitable.

COUNT VII
VIOLATION OF ARIZONA BUSINESS CORPORATION ACT

(Against N'Genuity, Littlechief, Alfred Bowen and Dustin Bowen)

99. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

100. Jackson as an N'Genuity Director has an *unqualified right* to inspect the books and records of N'Genuity and has similar rights as an N'Genuity shareholder.

101. The Arizona Business Corporation Act ("The Act") provides that a shareholder is entitled to inspect and copy any of the records of the corporation during regular business hours at the corporation's principal office upon written notice of a shareholder's demand at least five business days prior to the date upon which the inspection is requested. A.R.S §10-1602.

102. From November 9, 2008 to June 25, 2009, Jackson made repeated requests to inspect N'Genuity's books and records.

103. Jackson made such requests in good faith and for the following proper purposes:

- a. to assess the financial condition of the Company;
- b. to ensure that N'Genuity has complied with all statutory and agency regulations governing various certifications which N'Genuity enjoys and profits from;
- c. to adequately prepare for meetings of the Board and Shareholders – particularly since there were and are only two shareholders and two directors of the Company; and
- d. to investigate Jackson's reasonable (and since confirmed) suspicions of mismanagement and misappropriation of Company and shareholder funds.

104. By N'Genuity's own admission, the documents that N'Genuity gave to Jackson on or about February 25, 2009, did not constitute everything Jackson requested or everything to which Jackson has been entitled by virtue of his requests. Moreover, the auditor's reports alone

are insufficient to assess the N’Genuity’s financial and certification status.

105. Defendants have refused to produce the requested corporate documents to Jackson. N’Genuity’s purported offer to make the documents available to Jackson in Washington, D.C, was unreasonable and violated the Arizona Business Corporation Act.

106. Littlechief’s, Alfred Bowen’s and Dustin Bowen’s repeated decisions to withhold the corporate books and records from Jackson were purposefully, willfully and wantonly in violation of the law.

107. The Arizona Business Corporation Act also has required N’Genuity to transmit its annual financial statements to each shareholder within 120 days of the close of each fiscal year. A.R.S §10-1620(c). Such statements must include a fiscal-year-end balance sheet, income statement and statement of any changes in shareholders’ equity. 10-1620(A).

108. Defendants purposefully, willfully and wantonly have failed to provide Jackson with the annual financial statements as required by the Act.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Defendants Littlechief, Alfred and Dustin Bowen and N’Genuity;
- b. Order from Defendants a full and complete accounting to enable Jackson to see gross revenues and deducted expenses;
- c. Compel Defendants to produce *all* corporate books and records;
- d. Award Jackson punitive damages for Littlechief’s, N’Genuity’s, and Alfred and Dustin Bowen’s willful and wanton misconduct;
- e. Award Jackson his attorney’s fees, costs and expenses in bringing this action; and
- f. Award Jackson such other relief as is just and equitable.

COUNT VIII
BREACH OF CONTRACT

(Against Valerie Littlechief)

109. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

110. The Bylaws of N²Genuity were adopted on or about May 10, 2001.

111. Such Bylaws provide that notice of Special Meetings of Shareholders “shall be in writing stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called” (Article II, ¶5) and must be given not less than ten days nor more than fifty days prior to the meeting (Article II, ¶6).

112. Littlechief failed to give Jackson proper notice of the December 2, 2008, January 27, 2009, and August 25, 2009 Special Meetings of Shareholders.

113. The Bylaws, as originally and currently in effect, allow Special Meetings of the Directors to be called on one-day’s notice to each Director. (Article III, ¶7.) On January 26, 2007, sent Plaintiff notice of a special Meeting of the Board of Directors scheduled for less than 24 later on January 27, 2007, thus not affording him at least one-day’s notice.

114. The Bylaws provide that Directors may only be elected at annual shareholders meetings. (Article III ¶1.) At the December 2, 2008 Special Director’s Meeting, which was not an annual shareholders meeting and took place despite representations to Jackson that it would not, Littlechief purported to amend the bylaws and increase the number of directors from 2 to 3. She, the lone Director present, purported to elect Dustin Bowen as a Director.

115. The Bylaws provide that a newly created Directorship resulting from any increase in the authorized number of Directors may be filled by the affirmative vote of a majority of the remaining Directors then in office, though not less than a quorum. (Article III ¶2.) As Littlechief was the only one of the two directors at this meeting, there was no affirmative vote of a majority of the Directors in that a majority of two is two, not one. Also, a quorum, defined in the Bylaws as a “majority of the membership of the Board of Directors” (Article III ¶8), was not present.

116. To circumvent the Bylaws and enable herself to secretly elect Dustin Bowen as a

director, Littlechief attempted to cloak her act in legitimacy by amending the Bylaws. Because this act amounts to a breach of her fiduciary duty to her fellow director, Jackson, and to the Company and its shareholders, and because Jackson did not receive proper notice of the meetings at which she purported to amend the Bylaws, any such amendments are null and void. The original Bylaws as adopted on or about May 10, 2001 have controlled at all times.

117. Any and all actions taken at the December 2, 2008, January 27, 2009, August 25, 2009, special shareholders or directors meetings are null, void and of no legal force or effect.

118. Littlechief's violations of the bylaws were purposeful, willful and wanton.

119. Above and beyond the above-detailed breaches, Littlechief orally agreed that N'Genuity would pay Plaintiff \$10,000 per month beginning in 2004 and continuing without cessation thereafter as long as N'Genuity is receiving the revenue to support such payments. Littlechief breached this agreement when, in or before 2005, she caused N'Genuity to cease making such payments to Plaintiff on the false pretense and misrepresentation that Plaintiff had received such payments in violation of, and his continuing to receive such payments would violate, SBA compensation-limitation rules.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Defendant Littlechief;
- b. Declare the actions taken in violation of the Bylaws null and void;
- c. Award Jackson actual and compensatory damages;
- d. Award Jackson punitive damages for Littlechief's willful and wanton misconduct;
- e. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- f. Award Jackson such other relief as is just and equitable.

COUNT IX
DEMAND FOR ACCOUNTING

(Against All Defendants)

120. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

121. As a Director, Littlechief has had fiduciary duty to Plaintiff as a shareholder and director as well as N'Genuity.

122. In addition, Littlechief has had a contractual duty to Plaintiff pursuant to her oral agreement with him and the By-Laws of N'Genuity.

123. Alfred Bowen, in his roles acting as an employee and officer of N'Genuity with delegation of such authority from Littlechief, has had a fiduciary duty to N'Genuity and its shareholders.

124. Even before Littlechief unlawfully purported to appoint him a director, Dustin Bowen, in his roles acting as an employee and officer of N'Genuity with authorization from Littlechief, had a fiduciary duty to N'Genuity and its shareholders.

125. Jackson entrusted Littlechief, Alfred Bowen and Dustin Bowen with N'Genuity's property. Alfred Bowen ran the financial aspects of the Company and Littlechief and Dustin performed certain related administrative tasks.

126. Littlechief and Alfred and Dustin Bowen have neither acted in good faith nor with the lawfully required loyalty to Jackson or N'Genuity.

127. By refusing Jackson access to the books and records, Defendants have impeded Jackson's ability to prepare for meetings, assess the true financial status of the Company, assess compliance with the requirements for their various certifications, and determine the extent to which Jackson is owed money by the Company.

128. Since N'Genuity's incorporation, Jackson has advanced payment of expenses on behalf of N'Genuity totaling in excess of \$100,000, and such amount is due and owing to him.

129. To further goodwill, Jackson refunded \$30,000 to a customer, Sysco Corporation, from his own pocket because the customer was dissatisfied with N'Genuity's service.

130. Littlechief, and, Alfred and Dustin Bowen have diverted N’Genuity’s funds and other property for their own personal use, altered the accounting records to hide their misappropriation and used the sham corporations IMG, GFI, LittleChief Specialties and possibly N’Genuity-LittleChief Enterprises as conduits for such misappropriation and concealment, and cut off the \$10,000/month compensation due and owing to Jackson based on fraudulent pretenses.

131. The amount of money due to Jackson is unknown and cannot be ascertained without an accounting.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against all Defendants;
- b. Order a full and complete accounting of all Defendants’ actions;
- c. Compel that each Defendant produce detailed schedules of income and expenses, profits and losses, the amount of accounts receivable and the efforts made to collect the same and the net amount due to Plaintiff;
- d. Compel that each Defendant produce all corporate and individual balance sheets, income statements, tax returns, bank statements, cancelled checks, and vendor invoices and correspondence;
- e. Order a full and complete accounting of the financial affairs of each Defendant individually including income statements, tax returns, bank statements, cancelled checks;
- f. Award Jackson his attorney’s fees, costs and expenses in bringing this action; and
- g. Award Jackson such other relief as is just and equitable.

COUNT X
QUANTUM MERUIT

(Against N’Genuity Enterprises, Co.)

132. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

133. Jackson submitted in a timely manner to N’Genuity requests for reimbursement of the more than \$100,000 in expenses that Jackson incurred for N’Genuity. N’Genuity has wholly failed and refused to reimburse Jackson for these expenses.

134. N’Genuity has benefited from Jackson’s payment of these expenses and would be

unjustly enriched if permitted to retain the funds for which Jackson should be reimbursed.

135. Jackson submitted in a timely manner to N’Genuity a request for reimbursement of the \$30,000 her personally advanced to Sysco Corporation. N’Genuity has wholly failed and refused to reimburse Jackson for this cash outlay.

136. In the event that Plaintiff’s discussions with Littlechief regarding the \$10,000/month compensation to Plaintiff are not deemed a binding contract, Plaintiff alleges here in the alternative that he had provided and continued to provide services to N’Genuity that were appropriately valued in their benefit to N’Genuity at \$10,000/month on a cumulative basis.

137. N’Genuity has benefited from Jackson’s payment to this customer and his provision of marketing services to N’Genuity, and N’Genuity would be unjustly enriched if permitted to retain the funds for which Jackson should be reimbursed for such payment and services.

WHEREFORE, Jackson prays that this Court award him the amount due from N’Genuity, plus prejudgment interest and any further relief this Court may deem just and fair.

COUNT XI
CIVIL CONSPIRACY

(Against Valerie Littlechief, Alfred Bowen, Dustin Bowen, IMG, GFI and LittleChief Specialties)

138. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

139. Each of the Individual Defendants and their sham corporations IMG, GFI and LittleChief Specialties combined and conspired with one another to secretly pursue the unlawful common objectives of Littlechief, Alfred Bowen and Dustin Bowen to breach their fiduciary duties and to misappropriate corporate funds for their own personal benefit.

140. Examples of Defendants’ combined and joint involvement in the pursuit of such

unlawful common objectives include, without limitation, the following:

- a. Misappropriating corporate assets for their own personal use;
- b. Ceasing Plaintiff's monthly compensation on fraudulent pretenses;
- c. Establishing sham corporations as conduits for, and mechanisms for hiding, Defendants' misappropriation of N'Genuity's funds and other assets;
- d. Altering, or ordering the alteration of, N'Genuity's books and records to conceal the misappropriation of assets;
- e. Secretly holding meetings in violation of the Bylaws to prevent Jackson's attendance and participation and using such meetings to unlawfully attempt to dilute Jackson's ownership interest and voting authority in N'Genuity;
- f. Telling Jackson that special meetings would be cancelled, but then proceeding with the meetings unbeknownst to Jackson; and
- g. Refusing to allow Jackson reasonable access to the corporate books and records.

141. Defendants understood the general objectives of the conspiratorial schemes described above. They each knew and voluntarily participated in these schemes and took one or more actions in furtherance thereof, and knowingly accepted both such objectives and any and all benefits that flowed and that they expected to flow from such schemes.

142. Jackson has been damaged by Defendants' conduct. Such damages include, without limitation, expenses incurred by Jackson to mitigate and remedy Defendants' misconduct, lost profits, and other economic damages.

143. Through their civil conspiracy, Defendants have also damaged Plaintiff's reputation, good will and business and personal economic opportunities.

WHEREFORE, Jackson prays that this Court award Plaintiff economic damages, attorney's fees and costs, and any such further relief this Court may deem just and fair.

COUNT XII
REQUEST FOR INJUNCTIVE RELIEF

(Against All Defendants)

144. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

145. Jackson is without an adequate remedy at law in that money damages cannot adequately compensate him for his the loss of reputation, business and goodwill. By way of example only, Defendants have improperly and significantly dissipated N'Genuity's funds and other assets, and there is a strong likelihood that they will continue such dissipation (evidenced, in part, by their continuing to do so even during this litigation).

146. In the absence of temporary, preliminary and permanent injunctive relief, Jackson will continue to suffer irreparable harm for which he is without an adequate remedy at law, including, but not limited to, loss of use of his property; loss of compensation due to Plaintiff as well as that paid to Defendants during the period of their breaches of fiduciary duties and other misconduct; loss of business, commercial and personal reputation, good-will, business and economic opportunities; and:

- a. If Defendants are allowed to continue to dissipate N'Genuity's assets through phony transactions among the Defendants and/or their family members, any success Jackson might achieve in this litigation will be pyrrhic at best as there will be no money to collect;
- b. If Defendants are allowed to merge N'Genuity and IMG (one of the sham companies Defendants have used to plunder N'Genuity's assets), as proposed, N'Genuity and therefore Jackson as a shareholder would be saddled with all of IMG's liabilities, including any liability to the Internal Revenue Service that may arise from the IRS's current audit of IMG, and the purported debt IMG has to N'Genuity would be wiped out, thus depriving Jackson of his interest therein;
- c. If Defendants, the very persons and entities who have misappropriated millions from N'Genuity, are allowed to unilaterally determine the fair market value of Jackson's shares in N'Genuity and then buy him out, (i) Defendants will unlawfully treat Jackson as less-than-5% shareholder; (ii) Jackson will lose all of his rights with respect to N'Genuity including the right to request Company books and records and participate in major Company decisions and actions; (iii) Defendants will unlawfully undervalue Jackson's ownership interests by not taking into consideration the true value of N'Genuity had Defendants not stolen millions from it; (iv) no determination of fair market value could be made, even by an independent auditor, since Defendants have not kept accurate and complete financial records for N'Genuity and, indeed, have purposely and fraudulently generated contradictory, incomplete and inaccurate financial records.

147. Jackson respectfully requests that this Court grant the following injunctive relief to Plaintiff and against Defendants:

- a. Enter judgment in favor of Plaintiff and against Defendants;
- b. Enter Orders temporarily, preliminarily and permanently enjoining each and every Defendant, and any all persons acting by or under any of their authority or in privity or concert with any of Defendants, from directly or indirectly
 - (i) Taking any action, including without limitation the actions they planned and/or noticed that they would take at a purported March 4, 2011 “Special Meeting” of N’Genuity’s shareholders, that dilutes or divests Jackson’s ownership interest in N’Genuity;
 - (ii) Merging with, or paying, lending or transferring any of N’Genuity’s funds or assets to, any business entity, including without limitation IMG, GFI, LittleChief Specialties and/or N’Genuity-LittleChief Enterprises, in which any of the Individual Defendants or any of their family members or relatives have any ownership interest, position or other affiliation; and
 - (iii) Paying, lending or transferring any of N’Genuity’s funds or assets to anyone in payment for any personal expenses incurred, or to be incurred, by any of the Individual Defendants or any of their family members or relatives.
- c. Enter Orders temporarily, preliminarily and permanently enjoining all Defendants, and any all persons acting by or under their authority or in privity or concert with any of the Defendants, from directly or indirectly using Plaintiff’s identity;
- d. Declare the actions taken at the December 2, 2008, January 27, 2009, and August 25, 2009 meetings null and void;
- e. Order a full and complete accounting of Defendants’ actions;
- f. Compel production of detailed schedules of income and expenses, profits and losses, the amount of accounts receivable and the efforts made to collect the same and the net amount due to Plaintiff;
- g. Compel production of all corporate and individual balance sheets, income statements, tax returns, bank statements, cancelled checks, and vendor invoices and correspondence;
- h. Impose a constructive trust over all funds collected by Defendants or any and all persons acting by or under their authority or in privity or concert with them, as a result of any and all such wrongful conduct; and
- i. Enter any other injunctive relief as the Court deems just and appropriate.

COUNT XIII

CIVIL RICO (18 U.S.C. § 1962(d))

(Against Valerie Littlechief, Alfred Bowen, Dustin Bowen, IMG, GFI and LittleChief Specialties – collectively, the “RICO Defendants”)

148. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

149. The acts and conduct of the RICO Defendants as alleged above were in violation of federal law, namely 18 U.S.C. § 1962(c).

150. Each RICO Defendant is a “person” within the meaning of 18 U.S.C. §1961(3).

151. The RICO Defendants are an “enterprise” under 18 U.S.C. §1961(4) in that they constitute a union and group of individuals and entities associated in fact. Their Enterprise evinces a hierarchy and structure separate and apart from the pattern of racketeering alleged herein, including without limitation that the RICO Defendants purport to engage in legitimate activities in addition to their unlawful activities.

152. The RICO Defendants directly and indirectly executed an enterprise in and affecting interstate commerce by fraudulent and deceitful practices, including without limitation through the predicate acts alleged above, and operated or managed such enterprise within the meaning of 18 U.S.C. §1962(c).

153. The RICO Defendants have executed within the past seven years, at a minimum, and continue to execute, a pattern of racketeering activity within the meaning of 18 U.S.C. §1961(1) and such activities have been related and continuous.

154. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(3), (5), presents both a history of unlawful conduct and a distinct threat of continuing unlawful activity in the future. Such activity consists of multiple acts of racketeering that have been interrelated, perpetrated for the same or similar purposes and have had the same or similar results, participants, victims and methods of commission.

155. The RICO Defendants’ pattern of racketeering activity has extended over a substantial period of time, up to and beyond the filing of this litigation, and threatens to continue and to project itself into the future, including without limitation in that the predicate acts and offenses alleged herein have been part of an ongoing enterprise’s regular way of doing business.

156. The Enterprise as described herein has been at all relevant times a continuing

enterprise because, among other reasons, it is designed to unlawfully control and damage a legitimate business and Plaintiff's ownership interests in such legitimate business based upon fraudulent statements and the interstate transportation of stolen property.

157. As a direct and proximate result of the racketeering activity alleged herein, including by reason of the predicate acts constituting such pattern of racketeering activity by the RICO Defendants, Plaintiff has suffered and will in the future suffer direct injury to his business or property.

WHEREFORE, Jackson prays that this Court enter an order awarding Plaintiff damages, to be trebled in accordance with statute, attorney's fees, interest, costs and injunctive (pursuant to the rules of civil procedure and 18 U.S.C. § 1964(c)) and other equitable relief including an injunction enjoining the RICO Defendants from continuing their unlawful activities, and any such further relief as this Court may deem just and fair.

COUNT XIV

CIVIL RICO CONSPIRACY (18 U.S.C. § 1962(d))

(Against Valerie Littlechief, Alfred Bowen, Dustin Bowen, IMG, GFI and LittleChief Specialties – collectively, the “RICO Defendants”)

158. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

159. The RICO Defendants agreed and conspired to violate 18 U.S.C. §1962(c) since each of them has intentionally conspired and agreed to directly and indirectly conduct and participate in the conduct of Enterprise's affairs through a pattern of racketeering activity.

160. The RICO Defendants agreed that at least two of their predicate acts would be committed to further the Enterprise's common purposes and to commit multiple and ongoing frauds against Plaintiff and N'Genuity through the RICO Defendants' scheme to defraud.

161. The object of the conspiracy was to obtain and maintain unlawful control of the

operations and/or finances of N’Genuity, to diminish the value of Plaintiff’s ownership interests in N’Genuity, to conceal the RICO Defendants’ scheme to defraud and to misappropriate moneys due and owing to Plaintiff.

162. Such conduct by the RICO Defendants constitutes a conspiracy to violate 18 U.S.C. §1962(c) in violation of 18 U.S.C. §1962(d).

163. As a direct and proximate result of the RICO Defendants’ racketeering activities, violations of 18 U.S.C. §1962(c), and conspiracy in violation of 18 U.S.C. §1962(d), Plaintiff has been injured in his business and property.

164. The RICO Defendants will likely continue to conduct and participate in the conduct of the Enterprise’s affairs through a pattern of racketeering activity similar to that described above, in continuing violation of 18 U.S.C. §1962(c), and will continue to injure Plaintiff through their conspiracy unless enjoined by this Court.

WHEREFORE, Jackson prays that this Court enter an order awarding Plaintiff damages, to be trebled in accordance with statute, attorney’s fees, interest, costs and injunctive and other equitable relief including an injunction enjoining the RICO Defendants from continuing their unlawful activities, and any such further relief as this Court may deem just and fair.

COUNT XV
REQUEST FOR DECLARATORY JUDGMENT

(Against N’Genuity Enterprises Co., Valerie Littlechief and Dustin Bowen)

165. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

166. The actions that occurred at each of the N’Genuity directors and shareholders meetings, special or otherwise, on November 25, 2008, December 2, 2008, January 27, 2009, August 25, 2009 and any other date after November 25, 2008 are null, void and of no legal effect

or force for, among other reasons, Jackson did not receive proper notice of such meetings, Jackson did not receive prior to any such meetings the financial documents and information to which he has been entitled as a director and shareholder of N’Genuity, the actions that occurred at such meetings were predicated on amendments to the Bylaws purportedly made on or after December 2, 2008, that are null, void and of no legal effect or force, and/or Littlechief’s and Dustin Bowen’s actions constituted breaches of their fiduciary duties to N’Genuity and Plaintiff.

167. Defendants Littlechief and Dustin Bowen undertook the actions at such meetings, and violated the N’Genuity Bylaws in the context of such meetings, (a) in bad faith; (b) in breach of their fiduciary duties to N’Genuity and Plaintiff; (c) to unlawfully divest Plaintiff of his ownership interests in and rights as a director and shareholder of N’Genuity; and (d) not to serve any legitimate business interest of N’Genuity but to serve their own personal financial interests at the expense of N’Genuity and Plaintiff.

168. Consequently, presently and at all times since on or about May 10, 2001, N’Genuity’s bylaws have been those approved on or about May 10, 2001, Jackson has been a 49% owner of N’Genuity, Dustin Bowen has never been an N’Genuity director, and N’Genuity has never authorized the establishment of, or any payments to, Littlechief Specialties.

169. There exists an actual and justiciable controversy among the parties concerning their respective rights, duties and obligations under and pursuant to The Arizona Business Corporation Act, the Bylaws and Articles of Incorporation of N’Genuity and other applicable law and documents in that, among other things, N’Genuity, Littlechief and Dustin Bowen have taken certain actions, and have threatened to undertake additional actions, based on their contention that the actions at the above-referenced meetings were lawful and of force and effect. Accordingly, this Court is vested with the power to declare and adjudicate the rights, obligations

and other legal relationships of the parties to this action with reference to the issues raised herein.

WHEREFORE, Jackson prays that this Court enter judgment finding and declaring that:

- a. All actions taken and any and all proposals, recommendations or resolutions approved or adopted at any meeting of the N'Genuity Board of Directors or N'Genuity shareholders on or since November 25, 2008, are null, void and of no legal effect;
- b. Presently and at all times since on or about May 10, 2001, Jackson owns and has owned 490 shares of N'Genuity which constitute and have constituted no less than 49% of all issued shares of N'Genuity, thereby giving Jackson at all times since May 10, 2001, no less than a 49% ownership interest in N'Genuity;
- c. Presently and at all times since on or about May 10, 2001, Littlechief owns and has owned 510 shares of N'Genuity which constitute and have constituted no more than 51% of all issued shares of N'Genuity, thereby giving Littlechief at all times since May 10, 2001, no more than a 51% ownership interest in N'Genuity;
- d. Presently and at all times since on or about May 10, 2001, Jackson and Littlechief are and have been the sole Directors of N'Genuity; Dustin Bowen has never been, and never had lawful authority to act as, a Director of N'Genuity; and N'Genuity's Board has had only two directorship positions;
- e. N'Genuity has never lawfully authorized or approved the establishment of Littlechief Specialties on any terms, including without limitation terms that did not give Jackson at least 49% ownership in such entity, and Littlechief Specialties may not obtain, directly or indirectly, any funds or other assets from N'Genuity;

and for an award of Plaintiff's fees and costs incurred herein, and for any further relief this Court may deem just and fair and.

COUNT XVI
COMMON LAW FRAUD

(Against Valerie Littlechief and Alfred Bowen)

170. Jackson realleges and incorporates by reference in this Count all prior paragraphs of this First Amended Complaint for Injunctive and Other Relief as if fully set forth herein.

171. Littlechief and Alfred Bowen's scheme to defraud Plaintiff was based, in part, on material misrepresentations of fact made in communications with, and documents sent to, Plaintiff, including but not limited to misrepresentations as to N'Genuity's net income, the incursion of expenses purportedly on N'Genuity's behalf, Plaintiff's entitlement to past and future \$10,000/month compensation, the overall financial status of N'Genuity and whether and when certain shareholders and/or directors meetings would take place.

172. Littlechief and Alfred Bowen's material representations to Plaintiff were false, misleading and/or required the disclosure of additional facts to render such representations not misleading to Plaintiff. When he acted in reliance upon such material representations, Plaintiff did not know that such misrepresentations by Littlechief and Alfred Bowen were false.

173. Littlechief and Alfred Bowen knew that their material misrepresentations to Plaintiff were false, and they made such material misrepresentations with the intent to induce Plaintiff (a) to believe incorrectly that Littlechief and Alfred Bowen were managing N'Genuity's operations and finances pursuant to their legal obligations, consistent with their fiduciary obligations to Plaintiff as a shareholder and director, and in the best interests of N'Genuity; (b) not to inquire into the financial status of N'Genuity; (c) not to request N'Genuity's books, records and financial documentation; (d) to allow Littlechief and Alfred Bowen to manage the operations and financial activities of N'Genuity without Plaintiff's or anyone else's oversight; (e) ultimately to give Littlechief and Alfred Bowen free reign to use N'Genuity's funds on the false belief that they would do so in the interests of N'Genuity and Jackson rather than in the personal interests of Littlechief, Alfred Bowen and their family members; (f) not to attend shareholders and/or directors meetings at which Plaintiff's ownership interests in and/or management rights over N'Genuity were adversely affected; and (g) to forego future \$10,000/month payments.

174. Plaintiff has had at all relevant times a right as a shareholder and director of N'Genuity to rely on such material misrepresentations, and Plaintiff did reasonably rely upon such material misrepresentations to his detriment in providing funding to N'Genuity, for years not inquiring into the details or accuracy of N'Genuity's financial statements and other documentation, allowing Littlechief and Alfred Bowen to manage without oversight N'Genuity's finances and funds, and not attending shareholders and/or directors meetings that occurred

without Plaintiff's knowledge.

175. As a direct and proximate result of Littlechief and Alfred Bowen's fraudulent conduct, Plaintiff was injured in his business and property in that Defendants have plundered N'Genuity's funds and other property, denied Plaintiff the monthly compensation to which he has been entitled, diminished the value of Plaintiff's ownership interest in N'Genuity in terms of the percentage of ownership and the value of each share, diminished Plaintiff's authority and right to oversee N'Genuity's business, and made it difficult if not impossible for Plaintiff to reconstruct the extent of Defendants' misappropriation of N'Genuity's funds and other assets.

WHEREFORE, Jackson prays that this Court:

- a. Enter judgment in favor of Jackson and against Littlechief and Alfred Bowen;
- b. Order a full and complete accounting to enable Jackson to see gross revenues and deducted expenses;
- c. Enter an order compelling production of *all* corporate books and records;
- d. Award Jackson an amount in damages that compensates him for the injury he has suffered as a result of Littlechief's and Alfred Bowen's fraudulent activities;
- e. Award Jackson punitive damages for Littlechief's and Alfred Bowen's willful and wanton misconduct;
- f. Award Jackson his attorney's fees, costs and expenses in bringing this action; and
- g. Award Jackson such other relief as is just and equitable.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all claims for which a jury trial is allowed.

Respectfully submitted,
PLAINTIFF VINCENT "BO" JACKSON

By: _____
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