

SUCCESS FOR LIFE

January 21, 2020

Devon Blaine
The Blaine Group, Inc.
8665 Wilshire Blvd., Ste. 301
Beverly Hills, CA 90211

RE: Contractual Dispute and Imminant Lawsuit

Dear Ms. Blaine,

I am quite disappointed that your collection agency is trying to collect in full on a contract that you breached. Please refer to the first section of your own contract:

Client agrees to pay \$30,000, as a project retainer fee, plus reimbursement of expenses incurred by agent on behalf of client, for a public relations campaign targeting nationally-distributed media outlets including magazines, online, podcasts, radio and TV news programs and talk shows, and newspapers and those in Los Angeles, San Diego, San Francisco, Seattle, Portland, Sacramento, Las Vegas, Phoenix, Cleveland, Philadelphia, Detroit, Boston, Miami, Atlanta, Chicago, New York, Dallas, and Houston to promote *The Lost Secret* starting July 1, 2019 and continuing for six (6) months, through December 31, 2019. This will include but not be limited to business, women's, general news, lifestyle, New Age and Christian outlets. Retainer fee is due and payable in six (6) monthly payments of \$5,000. First payment is due by July 1, 2019.

You'll see that there are 18 cities listed in the contract clause above. However, you didn't even get me a total of 18 media appearances to get *remotely close* to matching the numbers of cities listed. I think, at most, I got maybe 6 podcast "appearances" not counting Frankie Boyer or Bill Horan (since both of those were contacts I made at the National Publicity Summit in April 2019 in New York City). This hardly constitutes relevant publicity but, even if you think it does, it certainly *does not* encompass the *total amount of cities* you agreed to getting me publicity in *as clearly listed above*.

Furthermore, on May 31, 2019, when I expressed concern about my attorney having dealt with another legal matter concerning another client dispute over contractual agreements and payment (and I should have listened to him because he warned me early on that you are greedy and threatening by nature), you wrote an email back to me (in reference to your contracts) in an effort to assuage me of my discomfort in signing your contract the following:



Devon Blaine <devon@blainegroupinc.com>

To: Monica Main

Hi, Monica.



Most of our contracts have termination clauses so that does not seem plausible. No one would have been on the "hook" long term.

Being disappointed is a far cry from there being a legal issue.

That said, you need to do what you are comfortable doing. I hope you find someone who can do the job you deserve.

I wish you well, Monica. LMK if you want to reconnect after interviewing others.

I would be remiss if I did not express how sorely disappointed I am.

Know that I am always open to revisiting this or other opportunities with you.

All the best,
Devon Blaine
THE BLAINE GROUP, INC.
8665 Wilshire Blvd.
Suite 301
Beverly Hills, CA 90211
310.360.1499
<http://www.blainegroupinc.com>

But upon exercising my termination because of the lack of your performance, you decided NOT to allow me to terminate? Was this a lie you used to get me to concede to signing the contract? Was this an attempt to cover up your chronic contractual breaches (by not fulfilling them) that are ultimately followed up with bulldog collection agencies to satiate your greed?

You are a smooth operator but not smooth enough to sue your way out of having to cough up proof of getting me publicity in the 18 cities promised in this contract. Because, once a lawsuit is filed, the burden of proof *falls squarely on your shoulders as Plaintiff* to furnish proof that you completed the contract (since you are collecting monies on the full contract amount, thus suggesting that you are due funds on a completed contract) and, yet, having gotten me *nowhere near* 18 total publicity spots in the respective cities listed, it'll be a cold day in hell before you'll be able to win any kind of settlement.

Furthermore, I received a threat from your collection agency that a lawsuit is on the horizon. Did you forget about this important clause you placed in the contract?

See below for further clarification:



If a dispute arises out of, or relates to, this Agreement or a claimed breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation.

Mediation shall be non-binding, directed toward resolution of all outstanding issues, and be designed to produce comprehensive settlement of the entire dispute. If, after reasonable efforts to mediate and resolve the dispute, unresolved issues remain, the parties shall be free to pursue whatever remedies they may have through arbitration pursuant to this agreement, if so provided, litigation, or other dispute resolution procedure.

This agreement and all rights and obligations hereunder, including matters of construction, validity, and performance shall be governed in and by the laws of the State of California. If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in connection with that action or proceeding, in addition to any other relief to which such party or parties may be entitled. No claim, demand, action, proceeding, arbitration, litigation, hearing, motion, or lawsuit arising here-from or with respect hereto shall be commenced or prosecuted in any jurisdiction other than the State of California. Any judgment, determination, finding, or conclusion reached or rendered in any other jurisdiction shall be null and void between the parties hereto.

But, then again, following the promises you signed your name to in a contract seems to be something you're lacking in many instances other than my own. Is this how you do business? Throwing people into contracts, refusing to fulfill on your false promises and then threatening people when they don't pay because you breached your own agreements? How do you sleep at night?



Trying to collect \$215,042.25 plus interest...**absolutely hideous!**

THE BLAINE GROUP \$ 215042.25 + 2269.94 INTEREST \$ 17,312.19 TOTAL DUE

Yahoo/Legal



sharon.corpcollection.com <sharon@corpcollection.com>
To: monica@successforlifeinc.com
Cc: monicasmain@yahoo.com

Jan 20 at 5:59 AM

Hi Monica,

The Blaine Group has retained our services for the immediate collection of this past due account.

DEMAND IS MADE FOR THE BALANCE DUE AND OWING OF \$ 17,312.19 PAYABLE TO THIS OFFICE WITH A CHECK BY PHONE OR EXPRESS MAIL A CHECK TO THE PHYSICAL ADDRESS BELOW.



AVOID AN EXPENSIVE LAWSUIT,

URGENT MATTER

Sharon English

Corporate Collections International

27720 Avenue Scott, Suite 150, Valencia, CA 91355

Phone: (661) 295-5050 Fax: (661) 568-0030

As you can see from the email above, I've already been threatened with a lawsuit before any court mediation has occurred, showing a lack of good faith on your part, which is quite consistent with your behavior. So, after discussing this with my attorney at great length yesterday, here's how this will play out:

- 1) Once you file your lawsuit, I will then countersue for the following:
 - a. My \$15,000 + expenses
 - b. My legal fees (which will range from \$50,000 to \$100,000 for this case)
 - c. Punitive damages exceeding \$500,000 for the loss of critical time and media during my book launch period by using a "publicist" who made false claims about her connections
- 2) I will also include multiple blog posts on my website about The Blaine Group Inc. and Devon Blaine, outlining my experiences including:
 - a. Posting the actual lawsuit and collection agency emails
 - b. Including *thorough information* about my experiences, promised publicity, the actual publicity received, etc. with blog titles such as "Devon Blaine sues her clients," "Devon Blaine breaches her publicity contracts with clients," and "Devon Blaine promises publicity for a huge price but doesn't deliver"
 - c. Ensure that under a Google search for "The Blaine Group" and/or "Devon Blaine," these posts will show up in the first 3 to 4 spots in a search on page 1; other sites like Yelp will also have similar postings
 - d. Under the First Amendment of the Constitution of the United States, I am protected from any slander/libel lawsuit provided that all of the information I post is factual in nature

And that is how this will play out once your lawsuit is received. Do you really want to go that route? Is it worth you *permanently damaging* your reputation and never getting another client again (at least one who does a Google search on you) over the "loss" of \$15,000 on monies you're not even owed because you didn't do the things you promised to do?

Maybe now is the time to sit yourself down and ask yourself how far you'd like to take this. How much would you like to lose because of your short-term greed? Or are you smart enough to know that this is about to get really ugly very fast?

Let me know how you'd like to proceed. My advice to you (having dealt with many expensive multi-year lawsuits) is that you just *walk away*. But, if not, I'll be armed with your contract and you can drag this through court in an expensive legal battle that will likely take 2 to 3 years just for you to end up losing, and having to pay out on my countersuit. Hopefully you have a pretty substantial business insurance policy that includes E&O. I'll even go after your personal assets too upon your loss.

So, how do you want this to play out? The ball is in your court because I'll be damned if I'm paying a single cent more on a contract that you breached long ago due to your inability to get publicity in the cities as you promised.

Sincerely,



Monica Main



Statement

The Blaine Group, Inc.
A Total Communications Agency
8665 Wilshire Blvd., Suite 301, Beverly Hills, CA 90211
310.360.1499 - 310.360.1498 FAX - E-Mail:
devon@blainegroupinc.com

Date

2/1/2019

Statement For:

Monica Main
27720 Avenue Scott, Suite 150,
Valencia, CA 91355

AMOUNT DUE

\$15,042.25

| DATE | TRANSACTION | AMOUNT | BALANCE |
|------------|--|------------|-----------|
| 01/31/2019 | Balance forward | | 0.00 |
| 06/10/2019 | INV #28292. Due 04/18/2019. --- Retainer \$5,000.00 | 5,000.00 | 5,000.00 |
| 06/14/2019 | PMT | -10,000.00 | -5,000.00 |
| 08/01/2019 | INV #28333. Due 08/01/2019. --- Retainer \$5,000.00 | 5,000.00 | 0.00 |
| 08/14/2019 | INV #28316. Due 08/14/2019. --- Retainer \$5,000.00 --- Parking \$10.00 --- Mileage \$5.80 --- Phone \$7.50 --- Postage \$7.85 --- Xerox Copies \$5.50 | 5,036.65 | 5,036.65 |
| 08/20/2019 | PMT #18192. | -5,036.65 | 0.00 |
| 10/01/2019 | INV #28323. Due 09/16/2019. --- Retainer \$5,000.00 --- Phone \$12.00 --- Postage \$7.35 --- Xerox Copies \$5.00 | 5,024.35 | 5,024.35 |
| 11/01/2019 | INV #28332. Due 10/11/2019. --- Retainer \$5,000.00 --- Phone \$8.25 --- Postage \$2.65 --- Xerox Copies \$7.00 | 5,017.90 | 10,042.25 |
| 12/01/2019 | INV #28349. Due 12/10/2019. --- Retainer \$5,000.00 | 5,000.00 | 15,042.25 |

*SAVINGS NOT
owed due
to contract
BY DEVON
BLAINE*

| CURRENT | 1-30 DAYS PAST DUE | 31-60 DAYS PAST DUE | 61-90 DAYS PAST DUE | OVER 90 DAYS PAST DUE | AMOUNT DUE |
|---------|--------------------|---------------------|---------------------|-----------------------|-------------|
| 0.00 | 0.00 | 5,000.00 | 5,017.90 | 5,024.35 | \$15,042.25 |