

COPY

IN DISTRICT COURT, COUNTY OF CASS, STATE OF NORTH DAKOTA

Rover's Playhouse, LLC, a North Dakota
Limited Liability Company,

Plaintiff,

v.

Becky Black,

Defendant.

Civil No.: 0904C-1053

COMPLAINT

Plaintiff, for its cause of action against Defendant, alleges as follows:

1. Plaintiff, Rover's Playhouse, LLC (hereinafter "Rover's") is a North Dakota Limited Liability Company doing business as a dog daycare and boarding facility in the City of Fargo, County of Cass, State of North Dakota and has done so the entire time material to this action.
2. Becky Black (hereinafter "Black"), was employed as the manager of Rover's from approximately July 3, 2002, to April 2, 2004.
3. On approximately April 2, 2004, Rover's by and through its owner, Kimberly Reynolds, dismissed Black from her employment at Rover's.
4. Upon information and belief, since the date of her dismissal, Black or her agents have engaged in a pattern of conduct calculated to entice Rover's clients to discontinue patronizing Rover's and to persuade its employees from continuing to work at Rover's.
5. That an Employment Agreement was executed between Rover's and Black upon the inception of her employment on or about July 3, 2002, hereby attached and incorporated by referenced to this Complaint as Exhibit A.

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FIRST CAUSE OF ACTION
(Breach of Contract)

6. Plaintiff incorporates paragraphs 1 through 5 as if each were set forth herein in its entirety.

7. That a contract existed between Rover's and Black regarding the terms of her employment.

8. Said contract included provisions that Black would not reveal Rover's Confidential Information nor solicit its clients or employees.

9. Black has breached the aforementioned portions and other relevant terms of the contract.

10. Said breach has caused damage to Rover's.

SECOND CAUSE OF ACTION
(Intentional Interference with Prospective Business Advantage)

11. Plaintiff hereby incorporates paragraphs 1 through 10 as if each were set forth herein in its entirety.

12. Plaintiff has in the past negotiated and contracted with various individuals for the care of its canines.

13. Upon information and belief, Defendant intentionally and improperly interfered with Plaintiff's prospective business advantage by inducing or otherwise causing actual or potential clients not to enter into the prospective relationship with the Plaintiff or prevented the Plaintiff from continuing the prospective relations with actual or potential clients.

14. The actions of the Defendant are unlawful because such interference was done with the purpose or predominant purpose of financially harming or destroying Plaintiff's business.

15. Plaintiff is damaged by the improper interference of Defendant that impairs Plaintiff's ongoing business advantage with actual or potential customers for dog care, grooming and boarding services.

THIRD CAUSE OF ACTION
(Defamation of Business)

16. Plaintiff hereby incorporates paragraphs 1 through 15 as if each were set forth herein in its entirety.

17. Plaintiff has diligently worked to provide quality dog care, grooming and boarding services.

18. Upon information and belief, Defendant has distributed or caused to be distributed information regarding Plaintiff's business which is entirely false, and which violates N.D.C.C. §14-02-04(3).

19. This information was distributed to clients and potential clients of the Plaintiff's business.

20. This information has caused damage to Plaintiff's business.

21. Plaintiff's business has suffered financially as a result of this damage.

WHEREFORE, Plaintiff demands damages and such other appropriate relief as follows:

1. For an injunction prohibiting the distribution of false or misleading information by Defendant regarding Rover's.

2. For an injunction prohibiting Black from breaching her Employment Agreement with Rover's.

3. For money damages in an amount to be determined.

4. For its costs and disbursements in this action.

5. For such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated this 5 day of April, 2004.

KENNELLY & O'KEEFFE, LTD



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VERIFICATION

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF CASS)

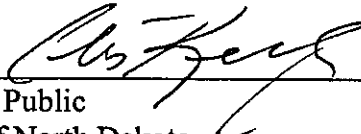
Kimberly Reynolds, being first duly sworn deposes and says that she is the person who executed the above and foregoing Complaint, that she has read said Complaint and knows the contents thereof, and that the same is true of her own knowledge, information and belief, and as to those matters, she believes it to be true.


KIMBERLY REYNOLDS

Subscribed and sworn to before me this 5 day of April, 2004.

(S E A L)

CHRIS KENNELLY
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires APR. 5, 2005


Notary Public
State of North Dakota
My Commission Expires: 4-5-05

EMPLOYEE AGREEMENT

Consideration Clause

In consideration of my continued employment with Rovers Playhouse or any subsidiary or affiliate thereof Rovers Playhouse and of the salary paid for my services in such employment, the Company and I agree as follows:

Noncompete Clause

For good and valuable consideration that is acknowledged, the undersigned, Becky Black, shall not engage in a business in any manner similar to, or in competition with, Rovers Playhouse, during the term of his or her employment.

Furthermore, the Employee shall not engage in a business in any manner similar to, or in competition with, the Company's business for a period of two years from the date of termination of his or her employment with the Company in the geographical area within a 1,000 Mile radius of any office of the Company, and the geographical area within a 1,000 mile radius of the Employee's home address.

For the purpose of this agreement, the Employee shall be regarded as engaging in a "business in any manner similar to, or in competition with, the Company's business" if, directly or as an independent contractor or employee of any business, the Employee is engaged in the business of Boarding, Grooming Daycare's or such other business or businesses as the Company is engaged in either individually or as part of some other business entity or affiliate during the term of the Employee's employment by the Company.

Confidential Information

The Employee shall not disclose to any person, firm, or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Company or its affiliates or any other information relating to the business or Businesses or their affiliates.

Business and Employee Solicitation

The Employee shall not request any customers of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the business with the business or its affiliates.

The Employee shall not solicit, canvass, or accept any business or transactions for any other person, firm, corporation, or business similar to any business of the Company or its affiliates.

The Employee shall not induce, or attempt to influence, any employee of the Company or its affiliates to terminate employment with the Company or its affiliates or to enter into any employment or other business relationship with any other person, firm, or corporation.

Employee Conduct

The Employee shall not act or conduct himself in any manner that he shall have reason to believe is contrary to the best interest of the Company or its affiliates.

Scope of Employment

I will communicate to an officer of the Company promptly and fully all inventions (including but not limited to all matters subject to patent, i.e., processes, machines, computer programs, etc.) made or conceived by me (whether made solely by me or jointly with other) from

I acknowledge that I have been employed, in part, for the purpose of creating ideas and material that are useful for the business of my Employer. In particular, I have been employed as Store

Manager. (I acknowledge that my Employer is the owner of the Intellectual Property rights associated with these ideas and materials and I will sign any assignments necessary to transfer or confirm the assignment of such ownership.

Record Keeping

To protect my Employer against any allegation of copyright infringement by the unauthorized use of computer programs or data of others, I agree that I will not use or copy any computer program or data on my Employer's computer system without the prior written authorization of my Employer. I shall keep written or electronic records of the Intellectual Property. I create at the offices of my Employer and I acknowledge that such records are the property of my Employer.

Remedies and Damage Statement

The Employee acknowledges and agrees that the above restriction is reasonable as to duration and geography, that is fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary.

The Employee recognizes that immediate and irreparable damage will result to the Company if the Employee breaches any of the terms and conditions of this agreement and, accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief By any court of competent jurisdiction against him or her to restrain any such breach in addition to any other remedies or claims for money damages that the Company may seek; and the Employee Agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and counsel fees incurred by the Company in enforcing this Agreement, which rights shall be cumulative.

The employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in business without breaching the terms and conditions of this agreement ant that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

The existence of any claim or cause of action of the Employee against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

In the event that the Employee is in breach of any of the provisions of this agreement as set forth above, the period of proscription from doing the act or acts that constitute a breach of this agreement shall be extended for a period of two years from the date that the Employee Ceased, whether voluntarily or by court order, to engage in or do said actions.

The employee recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this agreement, and the Employee therefore agrees that the Company shall have the right to an injunction enjoining the Employee from violating the provisions of this agreement. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach.

If any actions at law or equity is necessary to enforce or interpret the terms of this agreement, the Employee agrees to pay the Company reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the Company may be entitled.

In the event that a court of competent jurisdiction determines that this covenant not to compete is Unenforceable in whole or in part for any reason, including, without limitation, the duration, scope, and remedies set forth above, then same shall not be void, but rather shall be enforced

To the extent that same is deemed to be enforceable by said court as if originally executed in that form by the parties hereto. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereto, and the agreement shall be construed in all respects as though such invalid or unenforceable provision were omitted.

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Employee.

This agreement is not to be changed, modified or terminated unless it is changed in writing, and signed by the parties hereto.

The validity, interpretation, construction and enforcement of this agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF the parties hereto acknowledge, understand, and agree to this agreement. The parties understand and intend to be bound by all of the clauses contained in this document and further certify that they have received signed copies of this agreement on this date.

The Company and I acknowledge that this Agreement does not constitute a contract of employment and that either the Company or I can terminate the employment relationship at any time subject to any applicable employment policies of the Company then in effect. However, my agreement not to use or disclose the Company's proprietary data or information and to protect the Company's interest in any inventions shall survive termination of my employment

Employee: Becky Black

Date: 7-3-03

Rovers Playhouse: Lynne

Date: 7-03-03