

STATE OF NORTH CAROLINA  
COUNTY OF ROBESON

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

05-CVS- **5CV 00771**

REBEKAH CHANTAY REVELS,

Plaintiff,

v.

**COMPLAINT**

(Jury Trial Demanded)

FILED  
2005 MAR -7 AM 11:16  
ROBESON COUNTY C.S.C.  
BY SV

PETER KLAMKA,  
MISS WORLD HOLDINGS, INC.,  
and LEGEND MOBILE, INC.,  
formerly known as PTN MEDIA, INC.,

Defendants.

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Plaintiff Rebekah Chantay Revels, complaining of Defendants Peter Klamka, Miss World Holdings, Inc., and Legend Mobile, Inc., formerly known as PTN Media, Inc., alleges as follows:

### I. NATURE OF THE ACTION

1. This is an action for breach of contract, fraud, and unfair and deceptive trade practices, arising out of the contract entered into in North Carolina between Defendants and Plaintiff for Plaintiff to serve as the United States Representative to the Miss World competition in November, 2002.

### II. PARTIES

2. Plaintiff Rebekah Chantay Revels is a resident and citizen of Robeson County, North Carolina.

3. Defendant Peter Klamka is a resident and citizen of the State of Michigan and is, or was at all times relevant to this Complaint, the President of Defendants Miss World Holdings, Inc., and Legend Mobile, Inc., formerly known as PTN Media, Inc. Defendant Peter Klamka at all times relevant to this Complaint was the dominant shareholder and exercised complete control over Defendant Miss World Holdings, Inc., and operated it as a mere instrumentality of himself or a tool, and as a shield for his activities.

4. Defendant Miss World Holdings, Inc. at all times relevant to this case was a corporation organized under the laws of the State of Delaware.

5. Defendant Legend Mobile, Inc., formerly known as PTN Media, Inc., is a corporation organized under the laws of the State of Delaware.

### **III. GENERAL ALLEGATIONS**

6. At all times relevant to this Complaint, Defendants held a franchise from Miss World Limited, a British corporation that owns and operates the annual Miss World Pageant, by which Defendants had the authority to select the contestant from the United States to participate in the Miss World Pageant as the United States representative.

7. On September 17, 2002, Defendant Peter Klamka, on behalf of Defendants, approached Plaintiff in North Carolina and asked Plaintiff to serve as the United States representative to the Miss World Pageant in November, 2002. Thereafter, Defendants, including Defendant Peter Klamka, placed numerous telephone calls to Plaintiff and her attorney in North Carolina and sent Plaintiff and her attorney in North Carolina several packages by overnight mail services, faxes, and e-mail messages. On September 30, 2002, Defendant Peter Klamka, on behalf of Defendants, made a formal offer to Plaintiff in North Carolina to serve as the United

States representative to the Miss World Pageant in November, 2002. Defendant Peter Klamka, on behalf of Defendants, promised Plaintiff in North Carolina that if she accepted their offer:

(A) Defendants would provide round-trip expenses for Plaintiff and one travel companion to travel from North Carolina to London, England to participate in the Miss World Pageant.

(B) Defendants would develop a first class benefits package for Plaintiff subject to the rules of the overall Miss World competition for Plaintiff's service as the representative of the United States in the Miss World Pageant.

(C) Defendants would "repackage" Plaintiff for the Miss World Competition and provide her airfare, accommodations and meals for travel from North Carolina to New York or Boston before the Miss World Pageant for this purpose.

(D) Defendants would develop a significant public relations effort to announce the appointment of Plaintiff as the United States representative to the Miss World Pageant.

(E) Defendant Peter Klamka would travel to North Carolina to participate in a significant public relations effort in North Carolina to announce the appointment of Plaintiff as the United States representative to the Miss World Pageant.

(F) Defendant Peter Klamka would travel to North Carolina to participate in a program surrounding the sendoff of Plaintiff on her travel from North Carolina to London, England to participate in the Miss World Pageant.

(G) Defendants would provide Plaintiff a clothing allowance of \$3,000.

(H) Defendants would provide Plaintiff with coaching, training, and other development in aspects of entertainment after Plaintiff's service to Miss World Limited is completed.

(I) Defendants would guarantee Plaintiff earnings of at least \$15,000 for appearances during the year after Plaintiff's service to Miss World Limited is completed.

(J) Defendants would provide Plaintiff ten appearances during the year after Plaintiff's service to Miss World Limited is completed.

(K) Defendants would develop other commercial opportunities for Plaintiff after Plaintiff's service to Miss World Limited is completed.

(L) Defendants would include Plaintiff for additional compensation in any television elements of their ownership of the Miss World franchise for the United States.

8. On October 6, 2002, Plaintiff in North Carolina accepted the offer and agreed, in exchange for the above promises, to serve as the United States representative to the Miss World Pageant in November, 2002.

9. Thereafter, Defendants, including Defendant Peter Klamka, placed numerous telephone calls to Plaintiff and her attorney in North Carolina and sent Plaintiff and her attorney in North Carolina several packages by overnight mail services, including airline tickets for round trip transportation to London, England for the Miss World Pageant preliminary events and round trip airline tickets for travel to New York to meet with Defendants' public relations agent, faxes, and e-mail messages.

10. Plaintiff fulfilled all of her commitments under the contract with Defendants. Plaintiff flew from North Carolina to New York to meet with Defendants' public relations agent, as directed by Defendants. Plaintiff in North Carolina prepared for her participation in the Miss World Pageant, as directed by Defendants. Plaintiff in North Carolina arranged an event in North Carolina for the public announcement of her selection as the United States representative to the Miss World Pageant, as directed by Defendants. Plaintiff traveled from North Carolina to

London, England and there participated in the preliminary events for the Miss World Pageant. Plaintiff then traveled with Miss World Limited to Nigeria, Africa for further preliminary events in preparation for the Miss World Pageant. When the Miss World Pageant was relocated from Nigeria, Africa to London, England, because of rioting in Nigeria, Plaintiff traveled back to London, England with Miss World Limited. Plaintiff participated in the Miss World Pageant ultimately held in London, England, and finished in the top ten and won the talent competition.

11. Defendants, however, fulfilled none of their promises to Plaintiff pursuant to their contract.

(A) Defendants provided round-trip airfare expenses for Plaintiff but not for a travel companion or Plaintiff's other travel expenses, including her luggage expenses, to travel from North Carolina to London, England to participate in the Miss World Pageant.

(B) Defendants did not develop a first class benefits package, or any benefits package, for Plaintiff subject to the rules of the overall Miss World competition for Plaintiff's service as the representative of the United States in the Miss World Pageant.

(C) Defendants did not "repackage" Plaintiff for the Miss World Competition and did not provide her airfare, accommodations and meals for travel from North Carolina to New York or Boston before the Miss World Pageant for this purpose.

(D) Defendants did not develop a significant public relations effort to announce the appointment of Plaintiff as the United States representative to the Miss World Pageant.

(E) Defendant Peter Klamka did not travel to North Carolina to participate in a significant public relations effort in North Carolina to announce the appointment of Plaintiff as the United States representative to the Miss World Pageant.

(F) Defendant Peter Klamka did not travel to North Carolina to participate in a program surrounding the sendoff of Plaintiff on her travel from North Carolina to London, England to participate in the Miss World Pageant, although he continued to promise up to the date of Plaintiff's departure that he would do so.

(G) Defendants did not provide Plaintiff a clothing allowance of \$3,000, or any money whatsoever for a clothing allowance.

(H) Defendants did not provide Plaintiff with coaching, training, and other development in aspects of entertainment after Plaintiff's service to Miss World Limited was completed.

(I) Defendants did not pay Plaintiff at least \$15,000, or any sum whatsoever, for appearances during the year after Plaintiff's service to Miss World Limited was completed.

(J) Defendants did not provide Plaintiff any appearances during the year after Plaintiff's service to Miss World Limited is completed.

(K) Defendants did not develop other commercial opportunities for Plaintiff after Plaintiff's service to Miss World Limited was completed.

(L) Defendants did not include Plaintiff for additional compensation in any television elements of their ownership of the Miss World franchise for the United States.

12. Plaintiff has demanded that Defendants fulfill all of their promises to Plaintiff in their contract, but Defendants, without denying their promises or their failure to honor them, have failed and indeed have refused to do so.

13. Defendants requested that Plaintiff loan them several personal items for use in publicizing Plaintiff's participation in the Miss World Pageant, promising to return them to Plaintiff. Defendants have never returned the personal items to Plaintiff. Plaintiff has demanded

that Defendants return the personal items to her, but Defendants have failed to do so and indeed have refused to do so.

#### **IV. FIRST CLAIM -- BREACH OF CONTRACT.**

14. Plaintiff realleges all of the allegations contained in Paragraphs 1-13 above.

15. The conduct of Defendants constituted breaches of their contract with Plaintiff.

16. As a direct result of Defendants' breaches of the contract between the parties, Plaintiff has suffered damages in excess of \$10,000, plus interest at the rate of eight percent (8%) from September 2002.

#### **V. SECOND CLAIM -- FRAUD.**

17. Plaintiff realleges all of the allegations contained in paragraphs 1-16, above.

18. Defendants, including Defendant Peter Klamka personally, with intent to defraud and to deceive Plaintiff, made the promises and representations to Plaintiff that are alleged in paragraph 7.

19. Defendants, including Defendant Peter Klamka personally, knew those representations to be and they were false at the time they were made.

20. In truth, Defendants, including Defendant Peter Klamka personally, never intended to comply with the promises or representations they made to Plaintiff that are alleged in Paragraph 7, other than paying for Plaintiff's airfare for her travel from North Carolina to London, England for the Miss World Pageant.

21. Plaintiff believed and relied upon Defendants' false promises and representations, and thus was induced to agree to the contract between the parties and comply with her obligation under the contract to participate in the Miss World Pageant in 2002 as the United States Representative.

22. As a result of the foregoing, Plaintiff has been damaged in a sum in excess of \$10,000, plus accrued interest at a rate of eight percent (8%) from September 2002, plus attorney's fees and litigation costs to enforce the contract.

#### **VI. THIRD CLAIM -- UNFAIR TRADE PRACTICES.**

23. Plaintiff realleges all of the allegations of paragraphs 1-22, above.

24. The foregoing constitutes unfair or deceptive trade practices committed by Defendants.

25. Those unfair or deceptive trade practices committed by Defendants were in or affecting commerce.

26. The unfair or deceptive trade practices committed by Defendants proximately caused injury to Plaintiff in excess of the sum of \$10,000, plus accrued interest at a rate of eight percent (8%) from November 2002, plus attorney's fees and litigation costs to enforce the contract, for which Plaintiff is entitled to recover treble damages, pursuant to N.C. G.S. section 75-16.

27. Defendants willfully engaged in the unfair or deceptive trade practices and have unwarrantedly refused fully to resolve the matter. Accordingly, Plaintiff is entitled to an award of a reasonable attorney's fee, pursuant to N.C. G.S. 75-16.1.

#### **VII. FOURTH CLAIM -- PUNITIVE DAMAGES.**

28. Plaintiff realleges all of the allegations of paragraphs 1-27.

29. Defendants at all times acted with malice and in a willful and wanton fashion.

30. Defendants' actions constitute extreme and outrageous misconduct.

31. Defendant Peter Klamka participated in the conduct alleged in paragraphs 1-25 and acted with malice and in a willful and wanton fashion, and the actions of Defendant Peter Klamka constitute extreme and outrageous misconduct.

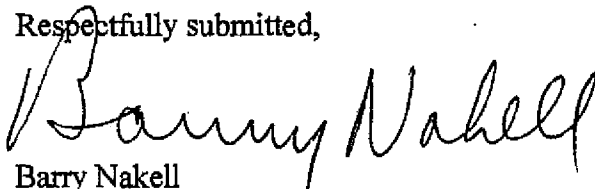


**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that the Court award Plaintiff:

1. A jury trial.
2. Damages in excess of the sum of \$10,000 for breach of contract.
3. Damages in excess of the sum of \$10,000, plus attorney's fees and litigation costs, for fraud.
4. Damages treble a sum in excess of \$10,000, plus treble the attorney's fees and litigation costs to enforce the contract, for unfair and deceptive trade practices
5. Punitive damages in an amount to be determined by the jury.
6. A reasonable attorney's fee.
7. Costs and pre judgment interest.
8. Such other and further relief as to the Court seems just and proper.

Respectfully submitted,



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