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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BRIGITTE KRUSE, an Individual; KEVIN FIALKO, an Individual; PRISCILLA PRESLEY PARTNERS LLC, a Delaware Limited Liability Company; PBPBK2, LLC, a Delaware Limited Liability Company; VIRTUAL RECOLLECTIONS OF PRISCILLA PRESLEY LLC, a Delaware Limited Liability Company; RECOLLECTIONS OF PRISCILLA PRESELY LLC, a Delaware Limited Liability Company,

Plaintiffs,

vs.

PRISCILLA PRESLEY, an Individual; KEYA MORGAN, an Individual; and DOES 1 through 10, inclusive.

Defendants.

Case No.: 25SMCV04129

FIRST AMENDED COMPLAINT

(1) FRAUD IN THE INDUCEMENT
(2) COMMON COUNT: GOODS AND SERVICES RENDERED
(3) CONVERSION
(4) CONVERSION
(5) CONVERSION
(6) BREACH OF CONTRACT
(7) BREACH OF CONTRACT
(8) BREACH OF CONTRACT
(9) BREACH OF CONTRACT
(10) BREACH OF CONTRACT
(11) INTENTIONAL INTERFERENCE WITH CONTRACT
(12) MISAPPROPRIATION OF NAME AND LIKENESS
(13) MISAPPROPRIATION OF NAME AND LIKENESS
(14) BREACH OF CONTRACT
(15) INTENTIONAL INTERFERENCE WITH CONTRACT
(16) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

DEMAND FOR JURY TRIAL

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Plaintiffs BRIGITTE KRUSE ("KRUSE"),[1] KEVIN FIALKO ("FIALKO"), PRISCILLA PRESLEY PARTNERS LLC ("PPP"), PBPBK2, LLC ("PBPBK2"), VIRTUAL RECOLLECTIONS OF PRISCILLA PRESLEY LLC ("VIRTUAL RECOLLECTIONS") and RECOLLECTIONS OF PRISCILLA PRESLEY LLC ("RECOLLECTIONS") allege as follows:

I. <u>SUMMARY OF THE CASE</u>

1. Elvis Presley is the "King of Rock n' Roll". Defendant Priscilla Presley ("Defendant", or "Priscilla")[2] always wanted to be the "Queen." In reality, she is a calculated sociopath and master of deception, who has lived off of and exploited the "Presley" name for her own personal gain. Despite flaunting a public persona that only wants to "protect" and "keep her family together," Priscilla ultimately wants one thing, power, no matter the cost. She does anything she can to control her image with the public. Like a pit viper willing to prey on her own family, she even admits to pulling her late-daughter, Lisa Marie Presley, off of life support despite clear directives from Lisa stating otherwise and in the midst of Lisa's threat to sue her for misconduct in the upcoming book, "*Softly As I Leave You: Life After Elvis.*" Priscilla flatly rejected Elvis' plea, "don't be cruel", walking out the door over cries of "*Don't go! We can't leave her all alone!*"

2. In fact, despite projecting a soft spoken and almost naïve image to the public, Defendant Priscilla was and always has been, ruthless and cunning. Her quest for power is closely followed by her thirst for money. To that end, Priscilla has a history of manipulating those closest to her for her own personal gain, including her late-ex-husband, Elvis Presley ("Elvis"), her late-daughter, Lisa Marie Presley ("Lisa Marie"), her granddaughter, Riley Keough ("Riley"), and now, Plaintiffs, who were directed by Priscilla to resolve and handle all of her personal affairs to maximize the value of her brand, and who refuse to be taken advantage of by her long-standing pattern of schemes to defraud those closest to her. Priscilla demanded that Plaintiffs comply with her incessant requests only to turn on them on a

[1] Each of the Plaintiffs may be referred to herein, individually as a "Plaintiff", or collectively, as the "Plaintiffs."
[2] Defendant Priscilla Presley is generally referred to by her first name, Priscilla, in the context of the factual allegations in this Amended Complaint because multiple other individuals using the same last name (here, Presley) are referred to herein. The Amended Complaint therefore generally refers to Defendant Presley by her first name to avoid confusion. In the causes of action section, however, Defendant Presley is referred to by her last name, since Plaintiffs only have claims against one member of the Presley family pursuant to this Amended Complaint.

dime when she decided she was done having them do her bidding. There is a clear pattern supported by irrefutable documentation.

3. Priscilla's first victim was Elvis, who she married on May 1, 1967, thereafter, giving birth to Lisa on February 1, 1968. After just over five years of marriage, Elvis and Priscilla divorced, entering into a Property Settlement Agreement and Marital Termination Agreement (collectively, the Marital Dissolution Agreements"), each on August 15, 1972 (*see* "**Exhibit 1**" and "**Exhibit 2**").

4. Under the Marital Dissolution Agreements, Priscilla unequivocally waived the right to inherit anything from Elvis' estate (*see* "**Exhibit 3**"). **Priscilla knew she was entitled to inherit nothing from Elvis**.

5. Elvis then filed a petition to dissolve the marriage on August 18, 1972, and a default was entered against Priscilla.

6. Under the Marital Dissolution Agreements, Priscilla was to be paid $100,000 (equivalent to about $772,842.11 presently), broken down into two separate payments of $50,000 each. She also received a 1971 Mercedes Benz, a 1969 Cadillac Eldorado, and a 1971 Harley Davidson. Elvis agreed to pay $500 per month in child support (equivalent to about $3,864.21 presently) until Lisa reached 18 years of age, and agreed to pay $1,000 per month in spousal support for five years (equivalent to about $7,728.42 per month presently). Elvis also agreed to pay for Lisa's medical insurance and education, and agreed to secure a life insurance policy for Lisa's benefit.

7. Out of pure greed, Priscilla claimed that what she received was "*not enough*" for her "*to live on*", and she attempted to set aside the default entered against her, seeking to effectively unwind the Marital Dissolution Agreements, feigning ignorance.

8. Priscilla claimed that Elvis defrauded her, asserting that Elvis promised to "*always take care of*" her (*see* "**Exhibit 4**" and "**Exhibit 5**"). Elvis opposed Priscilla's claims, arguing that Priscilla previously urged him, "***I do not want to take you***, *I want only to know that I can live comfortably*" (*see* "**Exhibit 6**").

9. Despite assuring Elvis that she did not want to "***take him***," Elvis was forced to re-negotiate

the Marital Dissolution Agreements, entering into a Modified Settlement and Marital Termination Agreement on October 4, 1973 (the "Modified Presley Settlement Agreement") (*see* "**Exhibit 7**"). Elvis was forced to pay Priscilla $725,000 within ten days of court approval (equal to about $5,274,995.50 presently), and an additional $720,000 (equal to about $5,238,616.22 presently) broken down into installments of $6,000 per month (*see* "**Exhibit 8**"). Elvis was also forced to pay Priscilla fifty percent of the proceeds of the sale of his residence at 144 Monovale Drive in Los Angeles, California, and up to one year of spousal support in the amount of $4,200 per month (equal to about $30,558.59 per month presently) (*Id.*) **Priscilla's thirst for power and money was insatiable**.

10. Despite enriching herself and extorting millions of dollars from Elvis, she then placed a lien on Graceland on or around April 29, 1977, in the amount of $494,024.49,[3] adding pressure to Elvis less than four months before he died on August 16, 1977, from a heart attack and drug complications (*see* "**Exhibit 9**"). Priscilla exerted undue pressure on Elvis, pushing him to his death.

11. Priscilla wanted the spotlight after Elvis' death, but her daughter, Lisa, stood in the way. When Elvis died on August 16, 1977, his estate was placed in a trust for Lisa, his sole heir, who became the sole beneficiary of the trust after Lisa's grandfather and great-grandmother each passed. Elvis' father, Vernon, was the initial trustee and executor of Elvis' estate. Priscilla used the lien she placed on Graceland, strong-arming Vernon, who was on his death bed in 1979, and was otherwise weak and unable to defend the estate, into making Priscilla the co-executor of the estate, taking over management of the trust.

12. Since Priscilla divorced Elvis, she was entitled to nothing, as she was not mentioned in Elvis' will and, in fact, pursuant to her divorce agreement, she was supposed to stop using the surname "Presley". After Elvis died in 1977, however, Priscilla continued to use the Presley name, as she needed to exploit the name for her own financial gain despite Elvis' wishes otherwise. Priscilla's use of the Presley name, and ultimately, her name, image and likeness, were (and always have been) crucial to her survival.

[3] $494,024.49 is worth about $2,299,252.92 presently.

13. The original trust established for Lisa' benefit dissolved on February 1, 1993, when Lisa turned 25, at which point she inherited the estate. Since Lisa was the sole heir of Elvis' estate, which included ownership and control of Graceland, Priscilla was substantially dependent upon and intertwined with Lisa. Pricilla clung to Lisa and could not fathom being a mere afterthought of the Presley legacy. After all, in her mind, she was the "Queen."

14. Priscilla nevertheless resented and was jealous of Lisa. Shortly after Elvis' death, Lisa told Priscilla that her boyfriend, Michael Edwards, was touching her inappropriately, telling her he was going to teach her how to be with a man. Priscilla blew off Lisa's desperate pleas, said she was lying, and claimed that Lisa could "never keep her hands off of" her boyfriends. Instead of comforting Lisa, Priscilla dropped her off at Church of Scientology, and got her hooked on drugs, even doing cocaine with her. In reality, Priscilla envied Lisa for always being in the spotlight. In public, Priscilla portrayed the opposite persona, one of a doting mother and matriarch, known to her grandchildren as "nona". This is a calculated image, but nothing could be further from the truth.

15. When Lisa came into her inheritance in 1993 at the age of 25, she established her own trust, which was ultimately called the Promenade Trust. The trust was a revocable living trust designed to protect Lisa's assets and manage her inheritance from Elvis's estate, including Graceland, valued in aggregate at the time at around $100 million. Provident Financial Management's Barry Siegel ("Siegel"), Priscilla's long-time financial manager, became heavily involved in managing Lisa's finances.

16. Despite Elvis' wishes otherwise, Priscilla continued to exploit the Presley name to fund her lifestyle. Eventually deploying another part of her "master plan" to live off the Presley name, Priscilla demanded $13-plus million[4] in 2005 for her own personal gain and so she could compete against Lisa,

[4] Priscilla entered into a purchase and sale agreement with EPE on February 7, 2005 (the "Purchase and Sale Agreement"). Under the Purchase and Sale Agreement, Priscilla was paid $3 million in cash upon execution, and was then paid the balance of $3.5 million over eight consecutive payments at 5.385% per annum (for a total of about $7.4 million, including interest) (*see* "**Exhibit 11**" and "**Exhibit 12**"). On the same day (February 7, 2005), Priscilla entered into a consulting agreement (the "Consulting Agreement"), where she was to be paid $560,000 per year in additional compensation over a period of ten years (*see* "**Exhibit 13**"). On July 12, 2010, the Consulting Agreement was amended, giving Priscilla a $250,000 bonus, and increasing her "consulting fee" to $800,000 per year (*Id.*) The Consulting Agreement was again amended on June 21, 2011, increasing Priscilla's compensation to $900,000 per year through 2018 (*Id.*) After already extorting and exploiting Elvis for millions of dollars, and using a lien against Graceland to exert control and make herself co-executor of the trust and

her own daughter (*see* "**Exhibit 10**"). Priscilla deliberately chose to ignore Elvis' wishes, attempting to forever live off of Elvis' hard work and good name, entering into a purchase and sale agreement and consulting agreement with Elvis Presley Enterprises ("EPE"), an entity that is majority owned by Authentic Brands Group ("ABG"). EPE manages Elvis Presley's intellectual property, including his name, image and likeness.

17. In 2010, under Siegel's and Priscillas' stewardship, and then not fully aware that Priscilla was pilfering her assets, Lisa amended the Promenade Trust, listing Priscilla and Siegel as co-trustees, and executing an Advance Health Care Directive, where Lisa specifically instructed that she wanted her life "***to be prolonged as long as possible***" in making end-of-life decisions (emphasis added) (*see* "**Exhibit 14**").

18. However, after becoming aware that Priscilla and Siegel mismanaged her finances, stealing money from her, Lisa amended the Promenade Trust again in 2016, appointing herself as the trustee, and listing her son and daughter, Ben and Riley Keough ("Riley"), as successor trustees (*see* **"Exhibit 15**" and "**Exhibit 16**"). Specifically, when Priscilla demanded $13-plus million in 2005 for her own personal gain (in direct conflict with her role of trustee over Lisa's estate), she and Siegel orchestrated the sale of 85% of Lisa's interest in certain assets Elvis left for Lisa. The deal structure Siegel and Priscilla facilitated was against Lisa's best interests. Specifically, the deal was structured as a sale instead of as a licensing arrangement, where the rights would revert back to Lisa in the event of a bankruptcy. The proceeds from the sale were invested in Core Media Group, the parent company of "*American Idol*". While Lisa was on drugs and easily manipulated, Priscilla enriched herself to Lisa's detriment, forming a romantic relationship with Nigel Lythgoe, one of the "*American Idol"* producers.

19. Lisa discovered Siegel's and Priscilla's misconduct, and on March 11 2016, right before Core Media Group filed for bankruptcy April 2016, Lisa amended the Promenade Trust, removing Siegel and Priscilla as trustees (*Id.*).

20. After realizing Siegel and Priscilla mismanaged her finances, acting in concert as co-

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manager of the estate, she then exploited Lisa, selling off Lisa's assets for her own benefit, pilfering the estate. Lisa was thereafter left broke.

conspirators, Lisa filed suit against Siegel in 2018 for financial mismanagement (*see* "**Exhibit 17**" and "**Exhibit 18**").[5] Lisa ultimately discovered that Priscilla surreptitiously abused her position as trustee, arranging for herself to be paid $900,000 per year, even though she had no ownership stake in Elvis Presley Enterprises, nor did she perform any executive-level work sufficient to justify the salary.

21. Priscilla's relationship with Lisa was broken. Priscilla, who always claimed that Lisa "threw herself" at her boyfriends, even used claims of sexual misconduct against Lisa during her divorce from Michael Lockwood ("Lockwood"), as leverage against Lisa. Despite pilfering the estate Elvis left for Lisa, Lisa agreed to not name Priscilla in her litigation against Siegel.

22. Adding insult to injury, Priscilla, tied to the hip of her co-conspirator, Siegel, abandoned Lisa, and kept Siegel in his role as her business manager, deceiving and betraying Lisa for power and money, while staying with Siegel. Lisa and Priscilla were estranged, and Priscilla was, once again, on the "outside looking in."

23. Despite her doting public persona, Priscilla had an obsession with being known as Elvis, and she led a lavish lifestyle, ultimately burning through the more than $13-plus million she was able to extricate from the estate, despite Elvis' wishes in their divorce that she would not use his name. By 2021, Priscilla was financially destitute and looking for another victim to fund her opulent and frivolous spending habits. Although she lived a fast-paced glamourous life, in reality, she owed nearly $700,000 to the IRS and was broke.

24. In 2022, Priscilla approached Plaintiff Kruse,[6] a well-known auctioneer, who had a reputation for selling coveted Elvis Presley memorabilia and Plaintiff Fialko, a Desert Storm veteran, and successful entrepreneur who had amassed an impressive collection of Elvis Presley memorabilia, to help correct her financial affairs, which were in severe distress (see "**Exhibit 19**" a Memorandum of

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[5] Lisa later settled with Siegel for $6.5 million.

[6] Kruse, who was known for selling Elvis' memorabilia, was initially introduced to Priscilla because Kruse was informed that a man claimed to be Elvis' son. Kruse met with Priscilla and was able to shut the situation down. Priscilla then confided in Kruse about her financial woes and approached Kruse and Fialko about investing in her, never disclosing that she sold the rights to her last name.

Understanding Priscilla used to induce Kruse and Fialko to invest in her).[7] Kruse, a mother of two special needs children, who has been honored by the United States Congress and the Mayor of Los Angeles, and who has been knighted by a royal family for her work serving special needs children,[8] and Fialko, accepted Presley's request and devoted themselves full-time to assisting, repairing, stabilizing, and improving Presley's financial situation.

25. Among other strategies, Kruse, Fialko, and Priscilla worked to exploit her name, image and likeness ("NIL"). Kruse and Fialko deployed IP, know-how and creative marketing to enhance Priscilla's brand by, for example, spending one year creating 35,000 NFT's with unique attributes and embedded data to launch in connection with Sofia Coppola's then soon-to-be released motion picture "*Priscilla*". To that end, at Priscilla's request, and with Priscilla's attorney, Lynn Walker Wright ("Attorney Wright"), they formed several companies (in a silo structure) to own, manage, and exploit Priscilla's NIL, which were to be managed by Kruse and/or Fialko for the benefit of Priscilla, Kruse, and Fialko. Priscilla licensed her NIL rights to Priscilla Presley Partners ("PPP") for PPP's and its sublicensee's exclusive use. PPP, in turn, gave non-exclusive sublicenses in Presley's NIL to PBPBK2, Recollections, and Virtual Recollections to pursue their various business objectives. Priscilla further entered into multiple agreements regarding her NIL in which she agreed not to compete and to cooperate with the exploitation of her NIL. Presley ultimately agreed to disclose business opportunities for the benefit of the companies (*see* "**Exhibit 20**"). Priscilla never disclosed to Kruse and Fialko, who invested thousands of hours of their time, and who otherwise invested millions of dollars of their own money into Priscilla, that she previously sold the rights to exploit her name, image and likeness years before, in 2005.[9]

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[7] Pricilla approached Kruse and Fialko with the MOU, asking to be paid an annual fee of $500,000, not far off the $560,000 Priscilla was initially paid under the Consulting Agreement that dried up in 2018. By 2022, Priscilla herself was broke and was looking for her next victim.

[8] Kruse has spent significant time raising money for special needs children in third-world countries.

[9] Despite the fact that Plaintiffs Kruse and Fialko had already invested a significant sum of money into Priscilla to grow the value around her name, image and likeness, Joel Weinshanker, Managing Partner of EPE, advised on August 9, 2022, that Priscilla had already sold those rights to them and EPE was going to sue Priscilla (*see* "**Exhibit 21**"). Priscilla continued to deny these claims, despite the deal she entered into with EPE in 2005 that she failed to disclose (*see* "**Exhibit 22**").

26. Despite Priscilla's misrepresentations, Kruse and Fialko worked feverishly to maximize the value of Priscilla's name, spending countless hours cleaning up or otherwise handling numerous disputes Priscilla was involved in, drafting public statements for her, and otherwise controlling and growing her image and brand. Kruse and Fialko ignored their own businesses, which suffered financially because Priscilla's finances were in shambles and required full-time attention.

27. When Priscilla first approached Kruse and Fialko, patrons were paying about $30 per ticket for appearances, her shows almost never sold out and, and Priscilla was earning a net profit of around $6,000 to $9,500 per event, despite spending upwards of $90,000 per month on her lifestyle. Kruse and Fialko used their combined business experience to set up Q&A's and corporate events, increasing ticket prices to as much as $750 each, and Priscilla began earning a net profit between $25,000 and $50,000 for given events.

28. By the end of 2022, Kruse and Fialko had already invested hundreds of thousands of dollars into Priscilla, building out numerous brands around her.[10] Baz Luhrmann's "*Elvis*" opened at the box office in June of the same year, and was earning significant awards' season buzz, ultimately being nominated for eight Academy Awards. Kruse and Fialko saw it is an opportunity to continue to course correct Priscilla's brand, but Priscilla saw it as an opportunity to get back into the spotlight and gain control.[11]

29. Lisa and Priscilla were each planning to attend the 2023 Golden Globes on January 10, 2023, in support of "*Elvis*", but Lisa had no desire to see or otherwise be near Priscilla. Lisa had been in a long-running dispute with Siegel, and she resented Priscilla for staying with Siegel and misusing Lisa's money for her own self-interest. Crucially, Priscilla was aware that Lisa was getting ready to remove her as the sole trustee of Lisa's irrevocable life insurance trust, and was threatening to sue her. In fact, on

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[10] *See* "**Exhibits 23—25**", showing (as a mere sample) $384,677.72 paid to Priscilla and $225,000 paid to from Kruse as a fifty-percent payment to license certain Presley IP rights, which was to be used to build Priscilla's brand. Fialko paid the other $225,000 fifty percent payment to ABG. Kruse and Fialko made additional investments into Priscilla, and Fialko came up with the idea for Priscilla to write "*Softly, As I Leave You: Life After Elvis*", now set to publish on September 23, 2025. Plaintiffs have now been forced to send cease and desist letters, since Presley is exploiting her NIL without including Plaintiffs, in direct violation of her agreements.

[11] In line with Priscilla's attempt to live off of the Presley name, she directed Plaintiff Kruse to secure the domain name www.thequeenofrockandroll.com (*see* "**Exhibit 26**" and "**Exhibit 27**").

January 2, 2023 (only ten days before Lisa passed on January 12, 2023), Priscilla was made aware that Lisa was threatening to sue her in connection with mismanaging Lisa's finances (*see* "**Exhibits 28—30**").

30. Despite the friction between Priscilla and Lisa, Kruse and Fialko worked to keep the family together, collaborating with Priscilla's publicist and arranging for Lisa and Priscilla to walk the red carpet together and sit next to one another at the 2023 Golden Globes in support of Baz Luhrmann's "*Elvis*".

31. However, while attending the Golden Globes, Lisa was noticeably ill, complaining to Priscilla about her health. Priscilla ignored the warning signs despite being only a short drive from the world-renowned Cedars-Sinai Medical Center. Instead, Priscilla clasped to the spotlight, going out to the Chateau Marmont for drinks with Lisa, and then sent Lisa on a long drive to her Calabasas home.

32. Within just over twenty-four hours, Lisa suffered cardiac arrest on Thursday, January 12th, and she was rushed to West Hills Hospital. Priscilla, who knew that Lisa was in the process of taking steps to sue her and remove her as the sole trustee of Lisa's irrevocable life insurance trust saw an opportunity to regain control. Priscilla rushed to West Hills Hospital, and despite Lisa's clear directive to "prolong her life", Priscilla pulled the plug within hours of Lisa being admitted, and before her granddaughter, Riley, was able to get to the hospital,[12] calling Kruse repeatedly and demanding that she issue a statement to the media, so Priscilla could control the narrative (*see* "**Exhibit 33**" and "**Exhibit 34**"). Priscilla demanded that Kruse write and release a statement for her immediately, stating, "***It is with a heavy heart that I must share the devastating news that my beautiful daughter Lisa Marie has left us*** **(***Id.***)**"[13]

33. Priscilla knew that Lisa's death neutralized the threat of Lisa's efforts to have Priscilla

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[12] In "*Softly, As I Leave You: Life After Elvis*" set to publish with Grand Central Publishing on September 23, 2025, Priscilla admits to pulling Lisa off of life support and walking out of the room, all while Riley was on a plane and before she arrived at the hospital (and despite Lisa's clear directive otherwise) (*see* "**Exhibit 31**" and "**Exhibit 32**"). Priscilla admits the Danny Keough (Riley's father) yelled after Priscilla, "***Don't go! We can't leave her alone!***" Priscilla fails to mention that Lisa was threatening to sue her at the time, and overlooks that she sued her own granddaughter, Riley, only days later, using Plaintiffs Kruse and Fialko to negotiate a multi-million dollar settlement to clean up Priscilla's finances. Plaintiffs Kruse and Fialko only now understand Priscilla's actual motives and how they were used by Priscilla to gain money, power and control. Once Priscilla was paid a settlement from the estate, she turned on them, concocting a malicious smear campaign as a tool to avoid paying them.

[13] Priscilla directed Plaintiff Kruse to write all of Priscilla's statements for social media, and demanded that Kruse write and prepare the statement announcing Lisa's passing.

removed as the sole trustee of Lisa's irrevocable life insurance trust, and Priscilla wanted to control the Promenade Trust and Graceland. Priscilla knew that she had no right to inherit anything from Elvis' estate and knew that Lisa removed her as trustee from the Promenade Trust in 2016 over claims of mismanagement, but claimed that she never received proper notice.

34. Within days of Lisa's passing, Priscilla tried to exploit her death, suggesting that a charity be set up to secure money through donations (see "**Exhibit 35**"). Priscilla sought to exploit Lisa's death as an opportunity. At her house the following week (before Lisa's funeral on January 22, 2023), Priscilla exclaimed, "***I'm the queen. I'm in charge of Graceland***." Kruse and Fialko were heartbroken by the unsettling behavior.

35. After Lisa's funeral, Priscilla immediately filed a petition in court, challenging the 2016 amendment to the Promenade Trust, and specifically challenging her own granddaughter's inheritance, tasking Kruse and Fialko with brokering a deal with Riley. Priscilla, unrelenting in her thirst for money and power, continued to pursue claims against Riley, her own granddaughter, despite Riley's pleas to honor her mother's wishes.

36. Shortly after Lisa's death, Riley wrote Priscilla, stating, "*I have protected you from lawsuits from my mother…**Even a few weeks before my mother passed she wanted to sue you again and you called me for help***" (*see* "**Exhibit 36**"). Priscilla ignored Riley's pleas, manipulating her with claims that she "*loved*" her and they "*needed to be a family*."

37. Riley was forced to oblige to avoid having the trust incur excessive legal fees. Riley attempted to work out a deal with Priscilla, texting, "***From our meeting with my grandma it sounded like she wanted to 1 advise me on the estate, and 2 be able to do events at Graceland and be the face of Graceland***" (*see* "**Exhibit 37**"). Priscilla, who already strong-armed Elvis and took advantage of Lisa, manipulated her own granddaughter so she could continue to be "the face of Graceland".

38. At Priscilla's demand, Kruse and Fialko ultimately structured a deal for her, where Priscilla was to be paid \$2.4 million in aggregate, and Priscilla demanded that they broker a seven-figure deal for her son, Navarone, who was not originally entitled to anything from Lisa's estate. Kruse and

Fialko also negotiated a deal for Harper and Finley Lockwood, Lisa's other children. Michael Lockwood, their father, was financially destitute at the time. Kruse and Fialko worked to secure an attorney for him on contingency, and negotiated a deal for him to be paid $25,000 per month. Lockwood and Priscilla pleaded with Kruse and Fialko to have Lockwood instated as Harper and Finley's guardian ad litem, which they secured. The overall matter was resolved in June 2023. Of course, part of Priscilla's payment included an annual "consulting fee" of $100,000, so she could "advise" Riley (just as Priscilla did for Lisa, ultimately pilfering her assets despite being in a position of trust).

39. Priscilla then demanded that Kruse and Fialko purchase the name, image and likeness rights for Harper and Finley Lockwood (her two other granddaughters). Priscilla wanted to ensure that she was the "face of Graceland" and she wanted to make sure she could stop them from taking the spotlight, just as Lisa took the spotlight from her.

40. Plaintiffs were unaware of Priscilla's true intentions.

41. Within weeks of resolving Priscilla's estate battle with Riley, Kruse was contacted via text by Defendant Keya Morgan on June 28, 2023. Morgan claimed he was Priscilla's "friend" and falsely claimed that he was an attorney.

42. Defendant Morgan also claimed that he previously owned a collectibles gallery and that he "bought a big part of the estate of Marlon Brando, Joe DiMaggio, Marilyn Monroe, etc." Naturally, Defendant Morgan failed to mention that he had been arrested in 2019, on claims of committing elder abuse against the legendary comic book writer, editor and publisher, Stan Lee, the creative force behind Marvel Comics, and the co-creator of Spider Man, X-Men, Iron Man, and a host of other renowned comic book characters.[14]

43. Defendant Morgan said that he was represented by attorney, Michael Froch ("Froch"), describing him as a "contract lawyer," asking Kruse to contact Froch. Defendant Morgan claimed that he and Froch could help get Priscilla's name back from EPE. Defendant Morgan then oddly spent the next several weeks contacting Kruse, dropping various names, claiming to be close with actor Johnny

[14] *See* "**Exhibit 38**", which is a picture of Defendant Morgan in court after being charged with elder abuse against Stan Lee.

Depp and others.

44. On phone calls with Kruse and Fialko, Defendant Morgan claimed that he gained access to celebrities by buying substantial portions of their estates, and using that as leverage to befriend them.

45. In an odd about-face, Defendant Morgan texted Kruse a veiled threated on August 2, 2023, claiming, "*I have over 100 of the biggest VIP clients [and] billionaires in the world…It's a horrible idea to try and cross swords with me and attack me when I'm trying to help you…if I want to insult you or attack you, trust me, you'll know it in a very loud and profound way*."

46. Within weeks, Defendant Morgan and Priscilla initiated a smear campaign against Kruse and Fialko, deceitfully smearing them with lies, destroying their businesses and their livelihoods, recklessly interfering with Kruse's ability to care for two special needs children, and dismantling Kruse and Fialko's personal lives.

47. Once Kruse and Fialko had successfully resolved Priscilla's financial crisis, including numerous family lawsuits, Priscilla soon began surreptitiously undermining the NIL rights of PPP and its sublicensees and violating her contractual duties.[15] No different than her efforts to pilfer Elis' and Lisa's assets and exploit them (erroneously accusing Elvis of fraud to extort a higher divorce settlement), Priscilla abruptly cut off contact with Kruse and Fialko, began exploiting her NIL unilaterally, refusing to cooperate with—and, indeed, actively undermining—Plaintiffs' exploitation efforts (who had already spent a substantial amount of their personal funds on product development for the companies) (*see* "**Exhibit 39**" and "**Exhibit 40**").

48. Adding insult to injury, despite brokering additional compensation[16] for Priscilla from A24 Pictures in connection with Sofia Coppola's "*Priscilla*", then-set to premiere at the Venice Film Festival in November 2023, Priscilla abruptly cut ties, disinviting Kruse and Fialko from the premiere. Instead, Defendant Morgan posted an image of himself and Priscilla on a boat in Venice, Italy, on or

[15] Conveniently, around the exact same time as Priscilla illegally attempted to sever ties with Plaintiffs, she released a statement to the media on August 23, 2023, regarding her relationship with Riley, which, in reality, was extremely tenuous. To preserve her image, Priscilla released a statement, saying, "***Riley and I are on good terms. We were never not on good terms. That was all publicity***."

[16] As her business partners, Plaintiffs Kruse and Fialko negotiated a $55,000 appearance fee, when Priscilla's initial deal paid her nothing.

around November 6, 2023, claiming he had been in Venice with Priscilla to promote the release of the then-highly anticipated "*Priscilla*."

II. PARTIES

49. Plaintiff, PPP, is a Delaware limited liability company (formed in January 2023) with its principal place of business in Maitland, Florida. PPP is registered to do business in Florida and has been since January 2023. Its members and their ownership percentages are Kruse (51%) and Priscilla Presley (49%).

50. Plaintiff, PBPBK2, is a Delaware limited liability company, with its principal place of business located in Maitland, Florida. Its members and their ownership percentages are Brigitte Kruse (40%), Kevin Fialko (40%), and Priscilla Presley (20%).

51. Plaintiff, Virtual Recollections, is a Delaware limited liability company, with its principal place of business located in Maitland, Florida. Its members and their ownership percentages are Brigitte Kruse (40%), Kevin Fialko (40%), and Priscilla Presley (20%).

52. Plaintiff, Recollections, is a Delaware limited liability company, with its principal place of business located in Maitland, Florida. Its members and their ownership percentages are Brigitte Kruse (47%), Kevin Fialko (10%), and Priscilla Presley (43%).

53. Plaintiff, Kruse, is an individual residing in Florida.

54. Plaintiff, Fialko, is an individual residing in Tennessee.

55. Defendant, Presley, upon information and belief, is an individual residing in California.

56. Defendant Morgan, upon information and belief, is an individual residing in California.

III. JURISDICTION AND VENUE

57. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

58. The Court has jurisdiction over all Defendants because, upon information and belief, each

Defendant has sufficient minimum contacts with the State of California, or otherwise intentionally avails himself, herself or itself of the California market so as to render this Court's jurisdiction over them consistent with traditional notions of fair play and substantial justice.

59. Venue as to each Defendant is proper in this judicial district pursuant to the California Code of Civil Procedure § 395(a) because each Defendant resides in in this County and Plaintiff's injury occurred in this County.

60. The amount of damages at issue exceeds the minimum jurisdictional limits of this Court.

IV. FACTUIAL ALLEGATIONS

A. Priscilla Presley Asks Kruse to Correct Her Business Affairs.

61. In August 2022, Priscilla, the former wife of the late Elvis Presley, approached Kruse for help correcting her personal and financial affairs.

62. Kruse, a well-known auctioneer in the industry for Elvis' memorabilia, had met Priscilla several earlier and developed a close relationship with Priscilla and her family. After witnessing Kruse's care for a friend with advanced cancer in June 2022, and after Kruse resolved a potential fiasco where a man claimed to be Elvis' son (possibly harming the Presley legacy), Priscilla asked Kruse to help with her own affairs.

63. Priscilla was in severe financial distress due, in part, to her expensive lifestyle and mismanagement by herself and her former business managers. Priscilla had long relied on others to manage virtually all aspects of her personal life and business. Her finances, banking, relationships, business affairs, and life were in shambles.

64. At Priscilla's request, Kruse agreed to help correct Priscilla's business and personal affairs, with the assistance of Fialko. As a result of their new role, Kruse and Fialko were required to devote their full attention to correcting over thirty-five years of financial and personal problems that Priscilla and her former managers had created. Despite the cost to their respective, ongoing businesses, Kruse and Fialko accepted their new roles in the hopes of working out a financial arrangement that would benefit Priscilla first and foremost.

65. Upon taking their new roles, Kruse and Fialko discovered that Priscilla's finances were even worse than expected. Priscilla was approximately sixty days from insolvency, with unpaid tax debts alone of nearly $700,000. Priscilla was facing imminent federal tax liens and had numerous "past-due" invoices and late payments, with little prospect of future income. Priscilla also faced the threat of multiple lawsuits by her daughter, Lisa Marie Presley for stealing $60,000 from the Promenade Trust, and was threatened with lawsuits from ABG and EPE, from her uncle's partner, and also from a felon in prison. She also was involved in a contentious dispute with her daughter, Lisa Marie Presley over the proposed sale of a 25-million-dollar life insurance policy.

66. With no immediate compensation, Kruse and Fialko sprang into action to prevent Priscilla's financial ruin and public embarrassment. Since Priscilla's finances were in disarray and she was broke, Fialko paid for Priscilla to retain tax counsel, so she could resolve the threat of a lien against her home. They worked with tax attorneys and the IRS to protect hundreds of thousands of dollars and worked to protect Priscilla from the threatened suits.

67. One issue Kruse and Fialko encountered was that Priscilla was not a signor on her bank accounts at City National Bank. Instead, only Priscilla's business managers were listed as signatories to her accounts. This caused months of setbacks and difficulty. Kruse and Fialko even sent Priscilla to City National Bank to have her name placed on the accounts for the first time since opening them decades ago, and Priscilla stated, "I have not been in a bank in 40 years." Kruse and Fialko thus made certain that Priscilla was a signor on the accounts they created for her.

68. On another occasion, Fialko personally paid 40 thousand dollars for a flight that Priscilla took to Memphis, for which he was not repaid for months. At Priscilla's insistence, she flew by "private."

69. Based on their performance, Kruse and Fialko's responsibilities increased. Priscilla asked Kruse to serve as a co-trustee of her trusts, her health care surrogate, and to exercise a general power of attorney for her. Priscilla also asked Kruse and Fialko to create a trust and serve as trustees for her son, Navarone. Priscilla asked Fialko to exercise power of attorney and medical power of attorney for

Navarone. In fact, Priscilla demanded that Kruse and Fialko handle Navarone's affairs. Priscilla was aware that Navarone was unstable, and his reckless drug use created issues that could affect her ability to exploit her brand. Kruse and Fialko obliged these requests.

70. Kruse and Fialko worked to restructure Presley's finances to increase her revenue and lower her expenses and taxes (which were exceedingly high in her California residence). In an effort to reduce her expenses and because her current residence was unsafe, Priscilla decided to relocate to Florida. In addition to drastically lowering Priscilla's living expenses, moving to Florida would bring Priscilla closer to her grandchild (the grandchild of Elvis and Priscilla), who still resides in Florida as of today. Priscilla signed a lease for a residence in Orlando, intending to stay there while exploring permanent housing options in Florida. Priscilla also had many of her belongings shipped to Florida in preparation for relocating there.

71. Additionally, Kruse and Fialko realized that Priscilla's former managers had failed to fully exploit her NIL—perhaps her most valuable asset. Accordingly, Kruse and Fialko began working with Priscilla to monetize Priscilla's celebrity. To that end, Kruse and Fialko arranged increased events and appearances for Priscilla (and the revenue to Priscilla for these events/appearances) where she could use her celebrity to generate revenue. Kruse and Fialko also identified numerous errors in contracts negotiated by prior management that related to Priscilla's NIL and sought to renegotiate these.

72. In September 2022, following the announcement that Sofia Coppola would direct "*Pricilla*", a new adaptation of Priscilla's memoir, Kruse and Fialko arranged numerous engagements for Priscilla to capitalize on the opportunity. Kruse and Fialko consulted for the film in an effort to protect Presley's NIL. Specifically, Kruse and Fialko hired the law firm Skadden Arps to re-negotiate a poorly written deal previously put together by Priscilla's business manager, Siegel.

73. To further exploit Presley's NIL, Kruse, Fialko, and Priscilla decided to create companies to own, manage, and exploit the NIL, which would do business in Florida and be managed by Kruse and/or Fialko.

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B. Kruse, Fialko, and Priscilla Presley Form Companies to Exploit Presley's NIL.

74. Priscilla's Florida attorney, Attorney Wright, at Presley's direction drafted operating agreements creating PPP, PBPBK2, Recollections, and Virtual Recollections. On January 8, 2023, Priscilla signed these operating agreements in Florida.

75. At Attorney Wright's insistence, Attorney Wright conducted a confidential interview with Priscilla to ensure that she understood the nature of the agreements she was entering into and wanted to proceed. Again, at Attorney Wright's insistence, this interview was videotaped.[17] After the interview, Attorney Wright authorized Priscilla to proceed with the signing. The newly formed companies were as follows:

a. **PPP**: PPP's purpose is, among other things, "owning, controlling, developing, protecting, commercially exploiting, licensing, sub-licensing, and assigning rights relative to Priscilla's name, image, and likeness ('NIL')." PPP would give non-exclusive sublicenses in Priscilla's NIL to the other entities, PBPBK2, Recollections, and Virtual Recollections.

b. **PBPBK2**: PBPBK2's purpose is, among other things, to sublicense limited rights in Priscilla's NIL to Cilla, a skincare product company, for one product and an option on another product (a face serum and an eye serum respectively). Through PBPBK2, Kruse and Fialko renegotiated an NIL deal with Cilla. Priscilla's prior business managers had previously negotiated an unfavorable deal regarding Cilla's use of Presley's NIL, which provided Cilla complete NIL rights to include all products for eight years. Kruse and Fialko re-negotiated a deal, giving Priscilla a guarantee of $600,000, a forward of $350,000, a ten percent royalty, and limiting the term to two years with no animal testing. Priscilla's initial deal (negotiated by Barry Siegel) paid nothing upfront, only included a five percent royalty, allowed for animal testing and locked Priscilla in for eight years.

c. **Recollections**: Recollections' purpose is, among other things, to protect, monitor, and

[17] See https://drive.google.com/file/d/19KohDsF8O0lpxwXnO9phJvItbxpHFmyC/view; see also https://drive.google.com/file/d/1nh50EQoZgxh2_MxdN8W28LtYeFKYOL57/view

control Priscilla's "Letters of Recollection," in which Priscilla attests to her personal recollections of items of personal property associated with her personal history (to increase their selling value). Priscilla had previously sold her "recollections" in this manner for auctions at Graceland.

d. **Virtual Recollections**: Virtual Recollections' purpose broadly includes "function[ing] as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters." This purpose includes exploiting "non-fungible tokens ('NFTs'), digital assets, jewelry, clothing, … real or virtual events, real or virtual museums… and any and all cards and digital messaging." Kruse and Fialko invested over $500,000 to advance this business, while Priscilla made minimal financial contribution.

76. In an Agreement and Acknowledgement attached and incorporated into the PPP Operating Agreement (the "PPP Agreement and Acknowledgement"), Priscilla assigned and licensed "PPP in perpetuity all rights relative to Presley's NIL, including the exclusive rights to use, develop, protect, commercially exploit, license, sub-license, and assign rights in or to Presley's NIL."

77. PPP then sublicensed non-exclusive, limited rights in Priscilla's NIL to PBPBK2, Recollections, and Virtual Recollections, to allow those companies to pursue their various business objectives.

78. However, Priscilla deceived Kruse and Fialko by failing to disclose to them, prior to signing the operating agreements, that Priscilla had already sold her rights to the names "Presley" and "Graceland" in 2005 to ABG.[10] When Kruse and Fialko learned about this prior deal, Priscilla repeatedly denied it until Priscilla's granddaughter, Riley Keough, shared the deal with Kruse and Fialko. On information and belief, Priscilla sold the names "Presley" and "Graceland" to ABG for approximately 6.5 million, which she had already spent by 2022. Despite the size of this multi-million dollar payout (the largest in Priscilla's lifetime), Priscilla later told Kruse and Fialko that she simply "forgot" about it.

79. Shortly after signing the operating agreements for PPP and its sublicensees, Priscilla asked the other members, Kruse and Fialko, to help her resolve a dispute with Riley Keough (Presley's granddaughter) and the Promenade Trust. Priscilla also asked Kruse and Fialko to assist her with a threatened suit from ABG, which threatened to sue Priscilla for breach of their prior NIL agreement. The dispute with Riley Keough and the Promenade Trust was consuming all of Priscilla's time and attention, while the lawsuit with ABG threatened the companies' ability to exploit Priscilla's NIL. Kruse and Fialko thus worked tirelessly to resolve both disputes so that Priscilla could focus her efforts on assisting the companies' exploitation of her NIL.

80. Despite their efforts (and securing Priscilla a 2.4-million-dollar settlement agreement with the Promenade Trust), Priscilla never compensated any of the entities for this work. Despite the favorable resolution of these issues, she not only refused to assist the companies in exploiting her NIL, but almost immediately began breaching her agreements with the companies to exploit her NIL for her own account.

C. Priscilla Presley Agrees Not to Exploit Her NIL Unilaterally, Not to Compete, and to Assist Virtual Recollections' Exploitation of HER NIL.

81. In addition to assigning and licensing her NIL in perpetuity for the use of PPP and its sublicensees, Priscilla undertook a variety of contractual obligations relating to the use of her NIL.

82. In the PPP Operating Agreement, Priscilla agreed not to exploit her NIL unilaterally apart from PPP and its authorized sublicensees:

> Any Member shall be free to pursue opportunities in a similar space without being prohibited by the terms of this Agreement regardless of whether said opportunity(s) include other members and/or Managers, other limited liability companies or like entities; ***provided, however, that, any and all development, commercial exploitation, licensing, sub-licensing, and/or assignment of rights in or to Presley's NIL must be accomplished through the Company by action of its Managers***.

83. The PPP Operating Agreement also provides that "Members… may engage in business and investment activities outside the Company ***that are not competitive*** with the Company, and neither

the Company nor the other Members have any rights to the property, profits, or benefits of such activities."

84. In the Virtual Recollections Operating Agreement, Priscilla further agreed not to compete with Virtual Recollections' use of her NIL and to affirmatively assist its exploitation efforts.

85. In an Agreement and Acknowledgement attached and incorporated into the Virtual Recollections Operating Agreement (the "Virtual Recollections Agreement and Acknowledgement"), Priscilla agreed to "lend her name, likeness, reputation, experience, and participation to the development and commercial exploitation of… all digital imagery…" Priscilla further agreed to "devote such time to her duties on behalf of [Virtual Recollections] as reasonably necessary to the successful performance thereof and will use her best efforts to advance the interests of [Virtual Recollections] and to assist [Virtual Recollections] in establishing and preserving relationships with customers, potential customers, vendors, suppliers, partners, and co-venturers." Finally, Priscilla agreed that "[o]ther than for [Virtual Recollections] or [Recollections], Presley will not engage with any person or entity to develop or to commercially exploit [her NIL]."

86. The Virtual Recollections Agreement and Acknowledgement also requires Priscilla not to usurp opportunities for Virtual Recollections. It provides: "Presley will not engage in negotiations with ABG other than through RPP…. ***interference with any such corporate opportunity*** [to RPP] will constitute a breach of Presley's obligations to VRPP, including Presley's fiduciary obligations to VRPP." Given Virtual Recollections' business purpose, these company opportunities include opportunities relating to its "function as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters."

D. Priscilla Presley Agrees to Disclose Offers to Exploit Her NIL.

87. Soon after signing the operating agreements, Priscilla began flagrantly violating them by exploiting her NIL apart from PPP and its sublicensees. Kruse and Fialko realized that Priscilla was deceiving them regarding her intentions to comply with the operating agreements they had signed. When Kruse and Fialko raised these issues with Priscilla, however, she begged them to stay on and continue to

help. Despite the hardship to their other business pursuits and personal affairs, Kruse and Fialko agreed to stay with Priscilla on the condition that she agree to fully disclose her business dealings to them as they arose. Thus, a month after signing the operating agreements, Kruse and Priscilla entered into an additional agreement to clarify Priscilla's duties relating to the NIL.

88. On March 24, 2023, Priscilla and Kruse entered into a Grantor/Settlor and Principal's Ongoing Duty to Disclose Business Opportunities (the "Disclosure Agreement"). In the Disclosure Agreement, Presley agreed to "immediately disclose in writing" to Kruse "should she receive… any offer to use her **NIL**…." Priscilla further acknowledged that failure to disclose such offers as required could result "in great risk of loss to Presley's ongoing and established LLC interests," including PPP, PBPBK2, Recollections, and Virtual Recollections.

E. Priscilla Presley Abruptly Cuts off Kruse and Fialko and Misappropriates the NIL.

89. Through August 2023, Kruse and Fialko continued their efforts to exploit Presley's NIL on behalf of PPP, PBPBK2, Recollections, and Virtual Recollections. They launched merchandise, arranged global bookings and public engagements, and launched new ventures both physical and digital. They further expended significant capital developing new products and intellectual property intended to be marketed in conjunction with the upcoming 2023 release of "*Pricilla*."

90. On August 27, 2022, and January 8, 2023, respectively, for instance, Kruse and Fialko used their personal funds to pay for Priscilla's travel to an auction of Elvis-related jewelry (the Colonel Tom Parker collection) and the Mecum Kissimmee Collector Car Auction (where Elvis' jet was sold) to enhance Priscilla's publicity and increase the value of her NIL. Kruse and Fialko additionally paid for the jewelry and the jet to put Presley in the spotlight and increase the value of her NIL.

91. In preparation for "*Pricilla*", Kruse and Fialko requested script revisions, negotiated appearance fees, hired Skadden Arps and renegotiated Presley's original contract with "*Pricilla*'s" producers (which purported to own Priscilla's full NIL), and collected funds owed to Priscilla that her prior managers had failed to collect.

92. Additionally, Kruse and Fialko negotiated appearance fees, travel expenses (including

travel to Italy), appearance fees, glam, wardrobe, security, and hotel accommodations for Priscilla and her team, including Kruse and Fialko, to attend "*Pricilla*'s" premiere at the Venice Film Festival on September 4, 2023.

93. On August 24, 2023, however, Kruse unexpectedly received notice revoking her power of attorney for Priscilla. The next day, Kruse received a letter from an attorney, Michael Froch, purportedly sent on behalf of Priscilla, alleging a range of false and far-fetch claims against her, such as an allegation that Kruse had attempted to sell Priscilla's home. As Priscilla's counsel later acknowledged, this accusation was based on Priscilla's "misunderstanding." Regardless, after this letter, Priscilla cut off communication with Kruse and Fialko and other individuals associated with them.

94. On information and belief, Defendant Morgan helped convince Presley to cut ties with Kruse and Fialko. Although Presley assured Kruse and Fialko that she would not associate with Keya Morgan (after Kruse and Fialko expressed concerns about his character), Priscilla continued to publicly associate with him.

95. Additionally, on information and belief, Vikki Hakkinen, Presley's assistant, Barbara Iverson, Presley's cousin, and Navarone also helped convince Priscilla to cut off communication with Kruse and Fialko, and have consistently interfered with the businesses created to exploit Priscilla's NIL.

96. Just days before the 2.4-million-dollar settlement payment with Riley Keough and the Promenade Trust was finalized, which Kruse and Fialko had worked tirelessly to negotiate, Kruse and Fialko were terminated. Kruse and Fialko were never compensated for their work, despite helping to secure Priscilla a 2.4-million-dollar settlement. Ultimately, Kruse and Fialko were never compensated for resolving Priscilla's numerous lawsuits, and managing Priscilla's family issues so that she could properly exploit her brand.

97. Although PPP was integral to the "*Pricilla*" movie (having worked on the project for over a year), Kruse and Fialko were excluded from the September 4, 2023, premiere. Priscilla further refused to cooperate with—and, indeed, actively undermined—Kruse and Fialko's efforts, to exploit the NIL opportunities presented by the premiere on behalf of PPP and Virtual Recollections.

98. Without being in attendance, Kruse and Fialko could not execute their plan to sell on behalf of PPP and Virtual Recollections at the premiere and lost the opportunity to pursue further relationships with "*Pricilla's*" producers. Kruse and Fialko intended to use the premiere to launch worldwide the merchandise they were developing based on Presley's NIL. Priscilla has also excluded Plaintiffs from fees from Priscilla's upcoming book deal and from exploit her brand in connection with the recent "*Naked Gun*" film release.

99. Excluding Kruse and Fialko from the "*Pricilla"* premiere breached Priscilla's duty to "use her best efforts to advance the interests of [Virtual Recollections] and to assist [Virtual Recollections] in establishing and preserving relationships with customers, potential customers, vendors, suppliers, partners, and co-venturers." It also breached Priscilla's duty not to usurp Virtual Recollections' business opportunities. Given Virtual Recollections' business purpose, Priscilla was required to assist and not to usurp Virtual Recollections' opportunities related to its "function as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters."

100. Just days after the premiere of "*Pricilla*", on September 7, 2023, NBC announced that Presley would participate in a production called "*Christmas at Graceland*." Priscilla did not disclose any offers related to this use of her NIL to Kruse, breaching the Disclosure Agreement. "*Christmas at Graceland*" aired on NBC on November 29, 2023. Again, Priscilla's failure to include Kruse and Fialko in this use of her NIL breached her affirmative duty to assist Virtual Recollections and her duty not to usurp opportunities from Virtual Recollections. Additionally, Priscilla breached her duty under the PPP agreement not to exploit her NIL apart from PPP and its authorized sublicensees. Priscilla's participation and use of her image in this production was without consent by PPP or Virtual Recollections.

101. Currently, Priscilla's personal website, priscillapresley.com, offers an "Appearance Request" function and lists multiple recent and upcoming appearances.

102. On information and belief, Priscilla is paid for these appearances and uses them to promote and exploit her celebrity, among other things, by selling photo ops, autographs, memorabilia

signings, and voice recordings.

103. For instance, the webpage for the August 23–25, 2024, Tampa Comic Convention advertises under Priscilla's image "Guest Xperiences: Celebrity Autographs | Celebrity Photo Ops | Panel Programing," "Photo Ops: $100 - *Pre-Purchase NOW***," and "Autographs: $60** - *Available on-site at Celebrity Row*." Priscilla also previously announced that she was appearing at the Motor City Comic Con in Michigan on November 9–10, 2024, where it was publicly advertising that Presley would be "[a]vailable for autographs ($60), fan item autographs ($80), 6-word quote ($20), selfies ($80), professional photo ops ($100)."

104. Priscilla has not disclosed any offers she received to attend these events, breaching her Disclosure Agreement.

105. Priscilla has further excluded Kruse and Fialko, on behalf of PPP and Virtual Recollections, from these events, breaching her affirmative duty to assist Virtual Recollections in exploiting her NIL, her duty not to usurp opportunities from Virtual Recollections, and her duty under the PPP agreement not to exploit her NIL apart from PPP and its authorized sublicensees. Priscilla's public appearances alone breach these duties since they are themselves acts exploiting her celebrity. Her breaches are all the more egregious due to, on information and belief, her acceptance of payment for her appearances and sale of photo ops, autographs, memorabilia signings, and voice recordings.

106. Additionally, on information and belief, Priscilla has directed Cilla to circumvent PBPBK2 and make payment for its use of her NIL directly to Priscilla instead of PBPBK2. Priscilla thus induced Cilla to breach the Cilla Endorsement Agreement, which requires that such payments go directly to PBPBK2.

107. Priscilla has also withdrawn funds without authorization from Florida bank accounts set up for PBPBK2, Recollections, and Virtual Recollections, and closed the accounts, causing business disruption.

108. Priscilla breached the operating agreements of these three companies by withdrawing these funds without authorization and by retaining the funds in violation of the waterfall distribution

structure of each operating agreement.

109. On information and belief, Priscilla is also cooperating with and assisting Graceland's use of her NIL. Priscilla knows that Graceland's use of her NIL competes with and undermines PPP and Virtual Recollections' plan to create a virtual museum using Presley's NIL. Priscilla receives a monthly stipend from a trust, the Promenade Trust, which receives funds from the trust that operates Graceland.

110. On information and belief, Priscilla has accepted and is continuing to accept other offers to exploit her NIL.

111. All conditions precedent to this action have occurred, been satisfied, or have been waived.

112. Plaintiffs have retained the undersigned counsel and are obligated to pay their reasonable attorneys' fees and costs incurred in this matter.

V. CAUSES OF ACTION

A. FIRST CLAIM FOR RELIEF

Fraud in the Inducement (Kruse and Fialko Against Presley)

113. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

114. On more than one occasion throughout 2022, Defendant Presley represented that she owned the right to exploit her name, image and likeness. On information and belief, Defendant Presley specifically failed to ever mention that she previously entered into a purchase and sale agreement with EPE for the right to exploit her name, image and likeness in exchange for a payment of $6.5 million.

115. Defendant Presley's representations, and the failure to disclose that she previously sold her last name to EPE, were false, or were made recklessly and without regard for the truth.

116. Plaintiffs Kruse and Fialko are informed and believe that Defendant Presley made these representations to induce Kruse and Fialko to invest money into Defendant Presley's brand, rescuing Presley from financial ruin.

117. Plaintiffs Kruse and Fialko did reasonably and justifiably rely on Defendant Presley's representations by, among other things, (1) paying for Presley's tax attorney; (2) retaining counsel to re-

negotiate Defendant Presley's deal on the "*Priscilla*" film; (3) purchasing various Elvis Presley memorabilia for Defendant Presley's benefit; and (4) paying to form companies to go into business with Defendant Presley, ultimately growing Defendant Presley's brand.

118. Had Plaintiffs Kruse and Fialko been aware of the falsity of Defendant Presley's representations, they would not have taken the aforementioned actions in reliance on those representations.

119. As a direct and proximate result of Defendant Presley's fraudulent conduct, Plaintiffs Kruse and Fialko have suffered damages in the amount not currently known, but significantly in excess of Fifty Million Dollars ($50,000,000) according to proof.

120. Plaintiffs Kruse and Fialko are informed and believe, and based thereon allege that Defendant Presley, in doing the things alleged, acted willfully, maliciously, oppressively, and despicably, with full knowledge of the adverse effect of her actions on them, and with the willful and deliberate disregard of the consequences on them. By reason thereof, Plaintiffs are entitled to recover punitive and exemplary damages from Defendant Presley in an amount appropriate to punish Defendant Presley, or to set an example of her and to deter her from engaging in such conduct in the future.

B. SECOND CLAIM FOR RELIEF

Common Count: Goods and Services Rendered (Kruse and Fialko against Presley)

121. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

122. Plaintiffs Kruse and Fialko claim that Defendant Presley owes them money for services rendered.

123. Defendant Presley requested by both words and conduct that Plaintiffs Kruse and Fialko perform various services for her, including negotiating a complicated settlement for Defendant Presley involving her late-daughter, Lisa Marie Presley's estate, which involved complicated negotiations with Defendant Presley's granddaughter, Riley Keough. Defendant Presley also demanded that Plaintiffs facilitate a settlement payment for her son, Navarone, and that they otherwise negotiate numerous deals

for her financial benefit.

124. Plaintiffs Kruse and Fialko performed these services, as requested.

125. Defendant Presley has not paid Plaintiffs for their services.

126. Defendant Presley has not paid for the reasonable value of the services that Plaintiffs provided.

C. THIRD CLAIM FOR RELIEF

Conversion (PBPBK2 against Presley)

127. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

128. Presley is a non-managing member of PBPBK2.

129. Presley misappropriated PBPBK2's funds by withdrawing funds from PBPBK2's bank account in Palm Beach, Florida, without authorization. Presley then closed the accounts, causing business disruption.

130. Although Defendant Presley was a signatory on the account with access rights, the funds belonged to PBPBK2.

131. Defendant Presley had no right to withdraw the funds under the PBPBK2 Operating Agreement or any other agreement. Instead, the PBPBK2 Operating Agreement provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

132. Moreover, Defendant Presley's appropriation of PBPBK2's funds violated the payment distribution structure established in the PBPBK2 Operating Agreement, which provides the following distribution percentages: Kruse (40%), Fialko (40%), Presley (20%).

133. Accordingly, Presley wrongfully asserted dominion over PBPBK2's property.

134. Defendant Presley's actions were inconsistent with PBPBK2's ownership of its funds.

135. Defendant Presley has refused to return these funds when requested by PBPBK2. Further demands for the return of the funds would be futile because Defendant Presley is not communicating

with PBPBK2 or responding to PBPBK2's requests.

136. As a direct and proximate result of Presley's actions, PBPBK2 has suffered damages.

WHEREFORE, PBPBK2 seeks entry of a judgment against Presley for conversion, awarding all damages and interest, together with such other and further relief as this Court deems appropriate.

D. <u>FOURTH CLAIM FOR RELIEF</u>

Conversion (Recollections against Presley)

137. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

138. Defendant Presley is a non-managing member of Recollections.

139. Defendant Presley misappropriated Recollections' funds by withdrawing funds from Recollections' bank account in Palm Beach, Florida, without authorization.

140. Although Defendant Presley was a signatory on the account with access rights, the funds belonged to Recollections.

141. Defendant Presley had no right to withdraw the funds under the Recollections Operating Agreement or any other agreement. Instead, the Recollections Operating Agreement provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

142. Moreover, Defendant Presley's appropriation of Recollections' funds violated the payment distribution structure established in the Recollections Operating Agreement, which provides the following distribution percentages: Kruse (47%), Fialko (10%), and Presley (43%).

143. Accordingly, Defendant Presley wrongfully asserted dominion over Recollections' property.

144. Defendant Presley's actions were inconsistent with Recollections' ownership of its funds.

145. Defendant Presley has refused to return these funds when requested by Recollections. Further demands for the return of the funds would be futile because Defendant Presley is not communicating with Recollections or responding to Recollections' requests.

146. As a direct and proximate result of Presley's actions, Recollections has suffered damages.

WHEREFORE, Recollections seeks entry of a judgment against Presley for conversion, awarding all damages and interest, together with such other and further relief as this Court deems appropriate.

E. FIFTH CLAIM FOR RELIEF

Conversion (Virtual Recollections against Presley)

147. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

148. Defendant Presley is a non-managing member of Virtual Recollections.

149. Defendant Presley misappropriated Recollections' funds by withdrawing funds from Virtual Recollections' bank account in Palm Beach, Florida, without authorization.

150. Although Defendant Presley was a signatory on the account with access rights, the funds belonged to Virtual Recollections.

151. Defendant Presley had no right to withdraw the funds under the Virtual Recollections Operating Agreement or any other agreement. Instead, the Virtual Recollections Operating Agreement provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

152. Moreover, Defendant Presley's appropriation of Virtual Recollections' funds violated the payment distribution structure established in the Virtual Recollections Operating Agreement, which provides the following distribution percentages: Kruse (40%), Fialko (40%), and Presley (20%).

153. Accordingly, Defendant Presley wrongfully asserted dominion over Virtual Recollections' property.

154. Defendant Presley's actions were inconsistent with Virtual Recollections' ownership of its funds.

155. Defendant Presley has refused to return these funds when requested by Virtual Recollections. Further demands for the return of the funds would be futile because Defendant Presley

is not communicating with Virtual Recollections or responding to Virtual Recollections' requests.

156. As a direct and proximate result of Defendant Presley's actions, Virtual Recollections has been damaged.

WHEREFORE, Virtual Recollections seeks entry of a judgment against Presley for conversion, awarding all damages and interest, together with such other and further relief as this Court deems appropriate.

F. SIXTH CLAIM FOR RELIEF

Breach of the PPP Operating Agreement (PPP against Presley)

157. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

158. Defendant Presley entered into the PPP Operating Agreement with PPP.

159. In the PPP Agreement and Acknowledgement incorporated and attached to the PPP Operating Agreement, Defendant Presley assigned and licensed to "PPP in perpetuity all rights relative to Presley's NIL, including the exclusive rights to use, develop, protect, commercially exploit, license, sub-license, and assign rights in or to Presley's NIL."

160. In the PPP Operating Agreement, Defendant Presley agreed not to exploit her NIL unilaterally apart from PPP and its authorized sublicensees:

> Any Member shall be free to pursue opportunities in a similar space without being prohibited by the terms of this Agreement regardless of whether said opportunity(s) include other members and/or Managers, other limited liability companies or like entities; ***provided, however, that, any and all development, commercial exploitation, licensing, sub-licensing, and/or assignment of rights in or to Presley's NIL must be accomplished through the Company by action of its Managers***.

161. The PPP Operating Agreement also provides that "Members… may engage in business and investment activities outside the Company ***that are not competitive*** with the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities."

162. Defendant Presley breached these provisions by unilaterally exploiting her NIL apart

from PPP and its authorized sublicensees, and by competing with PPP. She did so by, among other things:

a. Excluding PPP and Virtual Recollections from the *Pricilla* premiere and thus excluding them from the opportunity to promote merchandise in conjunction with the film's rollout;

b. Participating in NBC's "*Christmas at Graceland*" production without including PPP or Virtual Recollections and thus excluding them from an opportunity to promote merchandise and other NIL products in connection with the production;

c. On information and belief, cooperating with and assisting Graceland's exploitation of her NIL;

d. Participating in public appearances and events throughout the country where she sells NIL related products, including, on information and belief, photo ops, autographs, memorabilia signings, and voice recordings;

e. Excluding PPP and Virtual Recollections from Presley's public appearances and events throughout the country thus excluding them from an opportunity to promote merchandise based on Presley's NIL and to sell NFTs, audiobooks, and other digital assets;

f. Continuing to accept offers for future public appearances without including PPP or Virtual Recollections;

163. As a direct and proximate result of Presley's ongoing breach of the PPP Operating Agreement, PPP has suffered and continues to suffer damages in an amount to be determined at trial. PPP suffered this harm to its business at its principal place of business in Florida.

164. PPP's harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that PPP faces from Defendant Presley's ongoing exploitation of her NIL in breach of her duties under the PPP Operating Agreement, and the entry of an injunction would serve the public interest.

WHEREFORE, PPP seeks a judgment against Presley awarding all ascertainable damages and interest, and reasonable attorneys' fees and costs pursuant to section 14.4 of the PPP Operating Agreement. PPP and Kruse also respectfully seek an injunction enjoining Defendant Presley from continuing to publicly use her name or likeness apart from PPP and its authorized licensees, and requests such further relief as this Court deems just and proper.

G. SEVENTH CLAIM FOR RELIEF

Breach of the PBPBK2 Operating Agreement (PBPBK2 against Presley)

165. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

166. Defendant Presley entered into the PBPBK2 Operating Agreement with PPP.

167. The ownership interests in PBPBK2 are Kruse (40%), Fialko (40%), Presley (20%). The PBPBK2 Operating Agreement requires these percentages be used for "DISTRIBUTIONS OF NET CASH FLOW."

168. Defendant Presley withdrew funds from a PBPBK2 bank account in Palm Beach, Florida, and took payments from Cilla under the Cilla Endorsement Agreement, without complying with the waterfall arrangement above. As a result, Defendant Presley breached the PBPBK2 Operating Agreement.

169. The PBPBK2 Operating Agreement also provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

170. As a non-managing member of PBPBK2, Presley breached this provision by unilaterally withdrawing the funds of PBPBK2 and unilaterally taking payments from Cilla under the Cilla Endorsement Agreement.

171. As a direct and proximate result of Defendant Presley's breaches, PPP has suffered damages.

WHEREFORE, PPP seeks entry of a judgment against Presley for breach of contract, awarding all damages and interest, together with such other and further relief as this Court deems appropriate.

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H. EIGHTH CLAIM FOR RELIEF

Breach of the Recollections Operating Agreement (Recollections against Presley)

172. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

173. Defendant Presley entered into the Recollections Operating Agreement with Kruse and Fialko.

174. The ownership interests in Recollections are Kruse (47%), Fialko (10%), and Defendant Presley (43%). The Recollections Operating Agreement requires these percentages be used for "DISTRIBUTIONS OF NET CASH FLOW."

175. Defendant Presley withdrew funds from a Recollections bank account in Palm Beach, Florida, without complying with the waterfall arrangement above. As a result, Defendant Presley breached the Recollections Operating Agreement.

176. The Recollections Operating Agreement also provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

177. As a non-managing member of Recollections, Defendant Presley breached this provision by unilaterally withdrawing the funds of Recollections.

178. As a direct and proximate result of Defendant Presley's breaches, Recollections has suffered damages.

WHEREFORE, Recollections seeks entry of a judgment against Presley for breach of contract, awarding all damages and interest, together with such other and further relief as this Court deems appropriate.

I. NINTH CLAIM FOR RELIEF

Breach of the Virtual Recollections Operating Agreement (Virtual Recollections against Presley)

179. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

180. Defendant Presley entered into the Virtual Recollections Operating Agreement with Kruse and Fialko.

181. The ownership interests in Virtual Recollections are Kruse (40%), Fialko (40%), and Defendant Presley (20%). The Virtual Recollections Operating Agreement requires these percentages be used for "DISTRIBUTIONS OF NET CASH FLOW."

182. Defendant Presley withdrew funds from a Virtual Recollections bank account in Palm Beach, Florida, without complying with the waterfall arrangement above. As a result, Defendant Presley breached the Virtual Recollections Operating Agreement.

183. The Virtual Recollections Operating Agreement also provides: "No Member shall have the right to… [p]articipate in the control of the business and affair of the Company… [or] transact any business of… the Company."

184. As a non-managing member of Virtual Recollections, Defendant Presley breached this provision by unilaterally withdrawing the funds of Virtual Recollections.

185. In the Virtual Recollections Operating Agreement, Defendant Presley agreed not to compete with Virtual Recollections' use of her NIL and to affirmatively assist its exploitation efforts.

186. Defendant Presley agreed to "lend her name, likeness, reputation, experience, and participation to the development and commercial exploitation of… all digital imagery…" Defendant Presley further agreed to "devote such time to her duties on behalf of [Virtual Recollections] as reasonably necessary to the successful performance thereof and will use her best efforts to advance the interests of [Virtual Recollections] and to assist [Virtual Recollections] in establishing and preserving relationships with customers, potential customers, vendors, suppliers, partners, and co-venturers." Presley also agreed that "[o]ther than for [Virtual Recollections] or [Recollections], Presley will not engage with any person or entity to develop or to commercially exploit [her NIL]."

187. Defendant Presley also owes a duty not to usurp opportunities for Virtual Recollections: "Presley will not engage in negotiations with ABG other than through RPP…. ***interference with any such corporate opportunity*** [to RPP] will constitute a breach of Presley's obligations to VRPP, including

Presley's fiduciary obligations to VRPP." Given Virtual Recollections' business purpose, these company opportunities include opportunities relating to its "function as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters."

188. Defendant Presley breached and is continuing to breach these provisions by refusing to assist Virtual Recollections' efforts to exploit her NIL, engaging with persons other than Virtual Recollections or Recollections to exploit her NIL, and usurping Virtual Recollections' opportunities to exploit her NIL. Defendant Presley breached by:

a. Excluding Virtual Recollections from the *Pricilla* premiere and thus excluding Virtual Recollections;

b. Participating in NBC's "Christmas at Graceland" production without including Virtual Recollections;

c. On information and belief, cooperating with and assisting Graceland's exploitation of her NIL;

d. Participating in public appearances and events throughout the country where she sells NIL related products, including, on information and belief, photo ops, autographs, memorabilia signings, and voice recordings;

e. Excluding Virtual Recollections from Presley's public appearances and events throughout the country, thus excluding them from an opportunity to promote merchandise based on Presley's NIL and to sell NFTs, audiobooks, and other digital assets;

f. Continuing to accept offers for future public appearances without including Virtual Recollections.

189. As a direct and proximate result of Presley's ongoing breach of the Virtual Recollections Operating Agreement, Virtual Recollections has suffered and continues to suffer damages in an amount to be determined at trial.

190. Virtual Recollections' harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that Virtual Recollections faces from Defendant Presley's ongoing breach of

her duties under the Virtual Recollections Operating Agreement, and the entry of an injunction would serve the public interest.

WHEREFORE, Virtual Recollections seeks a judgment against Defendant Presley awarding all ascertainable damages and interest. Virtual Recollections also respectfully seeks an injunction enjoining Presley from continuing to publicly exploit, apart from Virtual Recollections, her name or likeness in live events and other activities that are competitive with Virtual Recollections, and requests such further relief as this Court deems just and proper.

J. TENTH CAUSE OF ACTION

Breach of the Cilla Endorsement Agreement (PBPBK2 against Presley)

191. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

192. Defendant Presley entered into the Cilla Endorsement Agreement with Cilla, Inc. and PBPBK2.

193. Under the Cilla Endorsement Agreement, Cilla had a duty to make payments to PBPBK2, not Presley.

194. On information and belief, Defendant Presley directed Cilla to make payment to herself for its use of her NIL instead of PBPBK2.

195. As a result, Defendant Presley breached the Cilla Endorsement Agreement by taking funds directly from Cilla.

196. PBPBK2's harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that PBPBK2 faces from Defendant Presley's ongoing breach of the Cilla Endorsement Agreement, and the entry of an injunction would serve the public interest.

WHEREFORE, PBPBK2 seeks a judgment against Defendant Presley awarding all ascertainable damages and interest. PBPBK2 also respectfully seeks an injunction enjoining Defendant Presley from continuing to breach the Cilla Endorsement Agreement, and requests such further relief as this Court deems just and proper.

K. ELEVENTH CAUSE OF ACTION

Intentional Interference with the Cilla Agreement (PBPBK2 against Presley)

197. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

198. PBPBK2 has a contractual relationship with Cilla in the Cilla Endorsement Agreement whereby PBPBK2 sublicensed limited rights in Presley's NIL to Cilla for marketing two of Cilla's beauty products in return for payments.

199. Under the Cilla Endorsement Agreement, Cilla had a duty to make payments to PBPBK2, not Defendant Presley.

200. At all relevant times, Presley knew of PBPBK2's contractual relationship with Cilla.

201. Defendant Presley intentionally and unjustifiably interfered with PBPBK2's rights under the Cilla Endorsement Agreement, on information and belief, by directing Cilla to make payment for its use of her NIL directly to Presley instead of PBPBK2.

202. Defendant Presley lacks any justification or privilege for interfering with PBPBK2's contractual relationship with Cilla.

203. As a direct and proximate result of this tortious interference, PBPBK2 has suffered and is suffering ongoing damages in an amount to be determined at trial.

204. PBPBK2's harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that PBPBK2 faces from Defendant Presley's ongoing interference in its contractual relationship with Cilla, and the entry of an injunction would serve the public interest.

WHEREFORE, PBPBK2 seeks a judgment against Defendant Presley awarding all ascertainable damages and interest. PBPBK2 also respectfully seeks an injunction enjoining Presley from continuing to interfere in PBPBK2's contractual relationship with Cilla, and requests such further relief as this Court deems just and proper.

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L. TWELFTH CLAIM FOR RELIEF

Misappropriation of NIL (PPP against Presley)

205. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

206. This is a claim by PPP against Defendant Presley for appropriation of name or likeness.

207. The PPP Agreement and Acknowledgement incorporated in the PPP Operating Agreement provided PPP and its sublicensees written authorization to exclusively exploit Defendant's Presley's NIL.

208. Defendant Presley misappropriated PPP's NIL rights by unilaterally exploiting her celebrity (while excluding PPP and its sublicensees) by, on information and belief, making paid appearances at public events and selling NIL related products, including photo ops, autographs, memorabilia signings, and voice recordings. These acts constitute public use of Presley's NIL for a commercial purpose without PPP's consent.

209. As a direct and proximate result of Presley's ongoing misappropriation, PPP has suffered and faces ongoing damages in an amount to be determined at trial.

210. PPP's harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that PPP faces from Presley's ongoing misappropriation of its NIL rights, and the entry of an injunction would serve the public interest.

WHEREFORE, PPP seeks a judgment against Defendant Presley awarding all ascertainable damages and interest, including, but not limited to, reasonable royalty and licensing fees for the misappropriated NIL. PPP also respectfully seeks an injunction enjoining Defendant Presley from continuing to publicly use her name and likeness for paid appearances, merchandising, and other forms of commercial exploitation without PPP's consent, and requests such further relief as this Court deems just and proper.

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M. THIRTEENTH CLAIM FOR RELIEF

Misappropriation of NIL (Virtual Recollections against Presley)

211. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

212. This is a claim by Virtual Recollections against Defendant Presley for appropriation of name or likeness.

213. The PPP Agreement and Acknowledgement incorporated in the PPP Operating Agreement provided PPP and its licensees written authorization to exclusively exploit Presley's NIL.

214. As a sublicensee of PPP, Virtual Recollections had rights to a broad range of Defendant Presley's NIL.

215. Even if the PPP Agreement and Acknowledgement incorporated in the PPP Operating Agreement had not provided Virtual Recollections written authorization to use Presley's NIL rights as a licensee of PPP, Defendant Presley further authorized Virtual Recollections to use a broad range of her NIL in the Virtual Recollections Agreement and Acknowledgement incorporated in the Virtual Recollections Operating Agreement. Pursuant to the Virtual Recollections Agreement and Acknowledgement incorporated in the Virtual Recollections Operating Agreement, Presley agreed to "lend her name, likeness, reputation, experience, and participation to the development and commercial exploitation of… all digital imagery…"

216. The scope of Virtual Recollections' NIL rights is broad, encompassing its "function as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters, including… real or virtual events."

217. As a member of Virtual Recollections and signatory to the Virtual Recollections Operating Agreement, Presley knew that Virtual Recollections had rights to a wide range of her NIL relating to its function as a live event booking and merchandising company that utilizes celebrities and their likenesses for the purposes of booking events, merchandising and other matters.

218. Defendant Presley misappropriated Virtual Recollections' NIL rights by unilaterally

exploiting her celebrity (while excluding Virtual Recollections) for live-event booking, merchandising, and digital imagery and appearances. These acts constitute public use of Virtual Recollections' rights in Defendant Presley's NIL for a commercial purpose without Virtual Recollections' consent.

219. As a direct and proximate result of Presley's ongoing misappropriation, Virtual Recollections has suffered and faces ongoing damages in an amount to be determined at trial.

220. Virtual Recollections' harm is irreparable. Monetary relief alone would be inadequate to remedy the ongoing harm that Virtual Recollections faces from Presley's ongoing misappropriation of its NIL rights, and the entry of an injunction would serve the public interest.

WHEREFORE, Virtual Recollections seeks a judgment against Defendant Presley awarding all ascertainable damages and interest, including, but not limited to, reasonable royalty and licensing fees for the misappropriated NIL. Virtual Recollections also respectfully seeks an injunction enjoining Defendant Presley from continuing to publicly use her name or likeness for live-booking events, merchandising, digital imagery, and digital appearances without Virtual Recollections' consent, and requests such further relief as this Court deems just and proper.

N. FOURTEENTH CLAIM FOR RELIEF

Breach of Disclosure Agreement (Kruse against Presley)

221. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

222. Defendant Presley and Kruse entered into the Disclosure Agreement.

223. In the Disclosure Agreement, Presley agreed to "immediately disclose in writing" to Kruse "should she receive… any offer to use her NIL…."

224. Defendant Presley further agreed that "[a]ll documents that require [her] signature must have prior approval from [Kruse] to be valid."

225. Presley has breached and is continuing to breach both of these requirements.

226. Defendant Presley has breached and is continuing to breach both of these requirements.

227. As evident from a simple internet search, Defendant Presley has and is continuing to make

appearances throughout the country to exploit her NIL. She has not disclosed the offers she received for these appearances. Defendant Presley also failed to disclose her participation in NBC's "*Christmas at Graceland*" program. On information and belief, Presley has and is continuing to accept other offers to exploit her NIL without disclosure.

228. Additionally, on information and belief, Presley has signed and is continuing to sign agreements relating to the use of her NIL without Kruse's consent.

229. As a direct and proximate result of Defendant Presley's ongoing breach of the Disclosure Agreement, Kruse has suffered and continues to suffer damages in an amount to be determined at trial.

WHEREFORE, Kruse seeks a judgment against Presley awarding all ascertainable damages and interest, and requests such further relief as this Court deems just and proper.

O. FIFTEENTH CLAIM FOR RELIEF

Intentional Interference with Contractual Relations (Plaintiffs against Morgan)

230. Plaintiffs reallege and incorporate by reference the allegations in Paragraphs 1-112 above.

231. Defendant Presley is a party to a contract with Priscilla Presley Partners, LLC, PBPBK2 LLC, Virtual Recollections of Priscilla Presley Partners and Recollections of Priscilla Presley, LLC (collectively, the "Presley Agreements"). Pursuant to Presley Agreements, Defendant Presley contractual obligations to Plaintiffs Kruse and Fialko.

232. Defendant Morgan knew of the Presley Agreements.

233. Defendant Morgan contacted Defendant Presley, spreading falsehoods and lies about Plaintiffs Kruse and Fialko, resulting in Defendant Presley breaching her obligations under the Presley Agreements.

234. Defendant Morgan intended to disrupt Defendant Presley's performance and obligations under the Presley Agreements.

235. Plaintiffs were harmed, as Defendant Presley has continued to exploit her name, image and likeness, refusing to compensate Plaintiffs.

236. Defendant Morgan's conduct was a substantial factor in cause Plaintiffs' harm.

237. Plaintiffs are informed and believe, and based thereon allege that Defendant Morgan, in doing the things alleged, acted willfully, maliciously, oppressively, and despicably, with full knowledge of the adverse effect of his actions on them, and with the willful and deliberate disregard of the consequences on them. By reason thereof, Plaintiffs are entitled to recover punitive and exemplary damages from Defendant Morgan in an amount appropriate to punish Defendant Morgan, or to set an example of him and to deter him from engaging in such conduct in the future.

P. SIXTEENTH CLAIM FOR RELIEF

Intentional Interference with Prospective Economic Relations (Plaintiffs against Morgan)

238. Plaintiff reallege and incorporate by reference the allegations in Paragraphs 1–112 above.

239. Plaintiffs and Defendant Presley were in an economic relationship that probably would have resulted in an economic benefit to Plaintiffs.

240. Defendant Morgan knew of Plaintiffs relationship with Defendant Presley.

241. Defendant Morgan contacted Defendant Presley, spreading falsehoods and lies about Plaintiffs Kruse and Fialko, resulting in Defendant Presley breaching her obligations under the Presley Agreements.

242. By contacting Defendant Presley and spreading falsehoods and lies about Plaintiffs Kruse and Fialko, Defendant Morgan intended to disrupt Plaintiffs' relationship with Presley, or knew that disruption was certain or substantially certain to occur.

243. Plaintiffs' relationship with Presley was harmed; and

244. Defendant Morgan's conduct was a substantial factor in causing Plaintiffs' harm.

245. Plaintiffs are informed and believe, and based thereon allege that Defendant Morgan, in doing the things alleged, acted willfully, maliciously, oppressively, and despicably, with full knowledge of the adverse effect of his actions on them, and with the willful and deliberate disregard of the consequences on them. By reason thereof, Plaintiffs are entitled to recover punitive and exemplary damages from Defendant Morgan in an amount appropriate to punish Defendant Morgan, or to set an example of him and to deter him from engaging in such conduct in the future.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for an award against all Defendants as follows:

On all Causes of Action:

1. For economic and non-economic damages;
2. For exemplary and punitive damages according to proof;
3. For reasonable attorneys' fees pursuant to California law;
4. For costs and expenses of the suit incurred herein;
5. For pre-judgment interest at the maximum legal rate; and
6. For such other and further relief as the. Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury for all issues so triable.

DATED: September 3, 2025 HOLTZ MATTHEWS LLP

By: *__/s/ Jordan Matthews__*
JORDAN MATTHEWS (SBN 316301)

Attorney for Plaintiffs

EXHIBIT 1

3. This agreement shall be submitted to the Court for incorporation and merger in the Interlocutory Judgment of Dissolution in the pending proceedings between ELVIS and PRISCILLA, but irrespective thereof, shall be binding and effective forthwith.

IN WITNESS WHEREOF, PRISCILLA and ELVIS have executed this Agreement this 6th day of October, 1973.

Elvis Aaron Presley
Elvis Aaron PRESLEY, Husband

Priscilla Ann Presley
Priscilla Ann Presley, Wife

APPROVED:

Harry M. Fain
Harry M. Fain
Attorney for Elvis Aaron Presley

APPROVED AS TO FORM:

Arthur Toll
Arthur Toll
Attorney for Priscilla Ann Presley

CASE NO. D 20975

MARITAL TERMINATION AGREEMENT

THIS MARITAL TERMINATION AGREEMENT is made this 15th day of August, 1972, at Los Angeles, California, between ELVIS AARON PRESLEY (hereinafter referred to as "Husband") and PRISCILLA ANN PRESLEY (hereinafter referred to as "Wife").

The parties hereto contract with reference to the following facts:

1. The parties are husband and wife and were married on May 1, 1967 in Las Vegas, Nevada.

2. There is one (1) child the issue of said marriage: LISA M. PRESLEY, born February 1, 1968.

3. Husband's Social Security Number is [redacted] Wife's Social Security Number is [redacted]

4. Unfortunate circumstances and unhappy differences have arisen between the parties by reason of which they have lived separate and apart since February 23, 1972, and by reason of which they intend to dissolve their marriage through a Petition therefor to be filed by Husband in the Los Angeles Superior Court.

5. By this Marital Termination Agreement, the parties wish to avoid unnecessary litigation and the emotional stress and expense which would accompany same, and to resolve the matters of child custody, child support, and to forever, finally and completely settle all their rights to spousal support and, with the exception of the provisions of Paragraphs I and II which deal with Child Custody and Child Support, respectively, this Marital

EXHIBIT 2

XVII.

PARAGRAPH HEADINGS

The paragraph headings used herein are for convenience only and do not purport to provide a complete or accurate summary of the contents of any paragraph. No such heading shall be deemed to have any bearing upon the construction of any part of this Agreement.

XVIII.

EFFECTIVE DATE OF THIS AGREEMENT

It is hereby agreed that the effective date as herein mentioned shall be the date first above written. This Agreement shall not depend for its effectiveness on the approval of the Court in any action for dissolution of marriage now or hereafter pending.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Elvis Aaron Presley

ELVIS AARON PRESLEY

"Husband"

Priscilla Ann Presley

PRISCILLA ANN PRESLEY

"Wife"

EXHIBIT 3

or she has not incurred any liability or obligation on which the other, or any of the properties transferred hereunder to the other party, is or may be liable, and each of the parties hereto agree to indemnify and hold harmless the other party from and against any such liability or obligation heretofore incurred, and from all costs and expenses, including, but not limited to attorneys' fees, in connection therewith.

VII.

WAIVER OF RIGHT TO INHERIT

Each party waives any and all rights to inherit the estate of the other at his or her death, or to take property from the other by devise or bequest (unless under a Will executed subsequent to the effective date hereof), or to claim any family allowance or probate homestead, or to act as personal representative upon intestacy of the other's estate (except as the nominee of another person legally entitled to the right), or to act as personal representative under the Will of the other (unless under a Will executed subsequent to the effective date hereof).

VIII.

MUTUAL RELEASES

Each of the parties does hereby agree that as of the effective date of this Agreement, all income and earnings thereafter accruing to or received by the other and all property thereafter in any manner acquired by the other shall be the sole and separate property of the other, and each of them does hereby forever release, relinquish, renounce and waive any right and claim in and to any such earnings, income and thereafter acquired property of the other.

<u>EXHIBIT 4</u>

DECLARATION OF PRISCILLA ANN PRESLEY

I, Priscilla Ann Presley, declare:

1. I am the respondent in the above matter.

2. I request that the Court vacate the default entered against me so that I may appear before the Court and obtain a division of our community property together with spousal support and child support according to law.

3. I permitted the default to be entered against me because I had signed a Property Settlement Agreement and a spousal support agreement which I was told at the time were fair. At the time that I signed those agreements I did not know the nature or value of the assets owned by my husband and me nor did I know that I was entitled to one-half of them.

4. Since I was 16 years old I have been living with my husband's family and during that time I developed trust and confidence in my husband, his father and other persons associated with them. My husband and I were married in Las Vegas, Nevada on May 1, 1967 when I was 21 years old. During our marriage I was never involved in my husband's business or financial affairs. I was never informed of my husband's income nor the nature and amount of property which we had accumulated. My expenses were paid through an unlimited checking account upon which I wrote checks. Deposits into that account were made by my husband's business managers. Although I signed federal income returns I never examined the returns and do not know what income was disclosed by them.

5. My husband and I separated in February, 1972. In August, 1972 my husband told me that we should agree on a division of our property. Sometime around the middle of August, 1972 my husband came over to my house in order to discuss the matter.

6. My husband stated to me that he felt the sum of $100,000

EXHIBIT 5

would be a proper amount for me to get. My husband also agreed to pay for furniture for my new apartment and to pay the rent for that apartment. He did not tell me how much money or other property we had. He asked me to make my decision then and I told him that I would accept the $100,000 because I assumed it was fair. On that same day, a short time after our discussion, our family attorney, E. Gregory Hookstratten, came to our house. He had been called by my husband to help us in completing the agreement. When Mr. Hookstratten came into the room my husband told him that he had agreed to give me $100,000. Although I do not recall exactly what Mr. Hookstratten said at that time I got the impression that he believed it was a fair and proper amount for me to receive as my share of the community property.

7. Mr. Hookstratten stated that in addition to the property settlement the law required my husband to give me some amount as spousal support and child support. They both asked me how much money I was spending each month for living expenses and I quickly wrote some numbers down on a piece of paper. I do not remember the total but my husband and Mr. Hookstratten suggested I be given a $1,000 a month for myself and $500.00 a month for my daughter. My husband also assured me that in spite of the Property Settlement Agreement if I needed additional money he would always take care of me. Mr. Hookstratten told me that he would draw up the papers and call me when they were ready.

8. A few days later I was called by Mr. Hookstratten and asked to come to his office to sign the papers. When I got to his office he had the papers prepared and he told me that it was necessary for a lawyer other than him to look at the papers for me. He told me he had made arrangements with Mr. Robert Brock whose offices were in the same building and that he would take me there. Mr. Hookstratten told me Mr. Brock might ask me about my husband's finances and start to discuss money with me but he

EXHIBIT 6

our marriage.

8. Recognizing that the marriage dissolution proceedings would go forward, at no time did MRS. PRESLEY ask for anything beyond which I had agreed to pay. She never complained that she got an unfair agreement. In or about December 1972 or January 1973 as a gesture of generosity and friendship, I sent her a brand new Jaguar XJ6, for which she thanked me. Late December 1972 or January 1973, she told me that she was going to have her younger sister live with her and that she was going to seek assistance from me to furnish her a new apartment where she intended to move. In addition to the $50,000 paid her on account of the property settlement, the XJ6 automobile given to her, I estimate that I have paid directly or to her, for or on account of the furnishing of her apartments, in excess of $40,000.00.

9. Even as late a several weeks ago, in May 1973, after MRS. PRESLEY had employed her present counsel, she talked to me by telephone, and at that time I asked her what she wanted. MRS. PRESLEY told me that she did not know. I asked her whether she has spent the $50,000.00 that I had given her, and she did not give me a direct answer. I asked her why she had hired an attorney at this time, and she said she needed more money. Again she urged, "I do not want to take you, I want only to know that I can live comfortably." In none of these conversations did MRS. PRESLEY advise me that she was imposed upon, defrauded, dissatisfied or that any proceedings undertaken to seek a dissolution of the marriage were procured by mistake, inadvertence, surprise or excusable neglect, and my wife affirmed that a divorce should ensue.

<u>EXHIBIT 7</u>

FILED

MODIFICATION OF PROPERTY SETTLEMENT AND MARITAL TERMINATION AGREEMENTS OF AUGUST 15, 1972

THIS AGREEMENT is made this 4th day of October, 1973, at Beverly Hills, California, between ELVIS PRESLEY (hereinafter referred to as "ELVIS") and PRISCILLA ANN PRESLEY (hereinafter referred to as "PRISCILLA").

ELVIS and PRISCILLA hereby contract with reference to the following facts:

A. RECITALS

1. On August 15, 1972, ELVIS and PRISCILLA executed two agreements:

(1) A Property Settlement Agreement, and

(2) A Marital Termination Agreement.

Said agreements are referred to and incorporated herein by reference.

2. Thereafter, on August 18, 1972, ELVIS filed a Petition to Dissolve the marriage between ELVIS and PRISCILLA. Said action is entitled "In the matter of ELVIS AARON PRESLEY and PRISCILLA ANN PRESLEY, WED 20795". The default of PRISCILLA has been taken in said action, and the action is now pending.

3. ELVIS performed and at all times has been willing to complete performance of the executory provisions of the Property Settlement and Marital Termination Agreements, hereinabove referred to. On May 29, 1973, PRISCILLA, by her counsel, filed a motion in this Court to set aside her default; to invalidate, rescind or nullify the Property Settlement and Marital Termination Agreements executed August 15, 1972. ELVIS has contested and disputed the right of PRISCILLA to set aside her default, denies that the agreements, or either of them, should be set aside, and has asserted the validity and/or enforceability thereof.

EXHIBIT 8

paid to or given to PRISCILLA by virtue of the Property Settlement Agreement and/or Marital Termination Agreement dated August 15, 1972, constitutes PRISCILLA'S sole and separate property. ELVIS hereby assigns and releases to PRISCILLA all right, title and interest therein.

2. In addition, therefor, ELVIS shall pay to PRISCILLA in consideration of property division or settlement, the following sums of money:

a. The sum of $725,000 within ten (10) days following the approval of this agreement by the Superior Court of the State of California, for the County of Los Angeles, in Action Number WED 20795.

b. The further principal sum of $720,000 in settlement and discharge of PRISCILLA'S claims to property payable $6,000.00, or more, per month commencing and/or effective October 1, 1973, payable one-half (1/2) on the 1st and 15th days of each successive calendar month, in any and all events all due and payable on or before August 1, 1982. Upon default in payment of any installment for a period of sixty (60) days, the whole of the principal sum shall, at the option of PRISCILLA, become immediately due and payable, without demand or notice. The parties acknowledge that the payment of this principal sum is not intended to and does not represent a periodic payment.

c. PRISCILLA is entitled to receive one-half of the net proceeds received by ELVIS of and from his intended sale of the residence known and described as 144 Monovale Drive, Los Angeles, California, and the furnishings located therein. As soon as said residence is sold, PRISCILLA shall receive an accounting of the sale. ELVIS shall account to PRISCILLA for the sale proceeds thereof and shall pay to her one-half (1/2) of the net proceeds, (net proceeds being defined as the selling price less expenses of sale, commissions, trust deed balance, taxes, escrow expense, etc.). ELVIS shall have the sole and absolute right to sell said home on such terms and conditions as he, in his sole judgment, shall determine to be fair and reasonable.

d. ELVIS shall transfer, or cause to be issued to PRISCILLA, 5% of the total outstanding stock issued or to be issued for ELVIS PRESLEY MUSIC, INC., and WHITE HAVEN MUSIC, INC. as and when each company is formed and stock is issued, without representation or warranty of value or performance potential. These companies shall be principally owned and controlled by ELVIS and it is his intention to cause said companies to be the recipient of certain of his publishing, performance or other music royalties to be earned in the future. ELVIS shall report or cause to be reported to PRISCILLA at regular intervals, and at least annually, the result of each year's operations, performance or progress of each of said companies.

C. SPOUSAL SUPPORT

1. ELVIS shall pay to PRISCILLA as spousal support, the sum of $4200.00 per month, on the first day of every calendar month, until the death of either party, the remarriage of PRISCILLA, or twelve (12) months, whichever event shall first occur. In no event shall ELVIS have an obligation to pay spousal support beyond one year (12 months) and the Court's jurisdiction to order payment of spousal support shall in any or all events terminate on September 30, 1974. Payment of spousal support pursuant to this paragraph shall not be modifiable by either party.

2. Payment of spousal support pursuant to this paragraph is intended to constitute periodic payments to PRISCILLA, reportable by her as taxable income under the applicable provisions of the Internal Revenue Code.

D. WAIVER AND RELEASE OF FURTHER DISCOVERY

PRISCILLA specifically waives further accounting, representation and/or warranties with reference to any and all property, community, quasi-community, separate property, or otherwise, including earnings and/or accumulations of ELVIS earned or acquired prior to or subsequent to marriage, from any source whatsoever, and PRISCILLA SPECIFICALLY Releases to ELVIS as his sole and separate property, any and all p roperty of whatsoever kind and/or

<u>EXHIBIT 9</u>

12:20 AM Fri Aug 25 search.register.shelby.tn.us 18%

1013

MT 9858

MID-SOUTH TITLE COMPANY, INC.

This Instrument Prepared by:
D. Beecher Smith, Attorney at Law
Suite 2000, 1 Commerce Square
Memphis, Tennessee 38103

MST Tract Reference: ______

DEED OF TRUST

This Indenture made and entered into this 29th day of April, 1977 by and between ELVIS A. PRESLEY

Party of the first part, and ARTHUR TOLL, Trustee,

Party of the second part,

WITNESSETH: That for and in consideration of Five Dollars Cash in hand paid by the party of the second part to the party of the first part, and the debt and trusts hereinafter mentioned, said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in ______ Shelby County, Tennessee, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

There is excluded from this conveyance a portion of the front of said property containing 12,530 square feet conveyed to the City of Memphis on May 21, 1976, by Quitclaim Deed and recorded as Instrument No. L5 1113.

The property herein conveyed is encumbered by the lien of a deed of trust recorded under Register's No. L1 4355, in said Register's Office.

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this deed of trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple forever, and the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same; that the same is unincumbered

and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say the said party of the first part is justly indebted to PRISCILLA ANN PRESLEY or the holder of the notes hereinafter mentioned, in the sum of Four Hundred Ninety-Four Thousand Twenty-Four and 49/100 (494,024.49) Dollars, evidenced by

Promissory Installment Note of even date with final maturity April 1, 1980.

The party of the first part desires to secure and make certain the payment of said indebtedness, and of any and all renewals and extensions thereof. Now, therefore, the party of the first part agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than the lesser of (1) the insurable value thereof or (2) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the aforedescribed real estate against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby, cause said policies to contain a standard mortgage clause in favor of the holder of said indebtedness and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt; will protect the improvements on said property by proper repairs, and maintain same in good repair and condition; will not do anything or suffer or permit anything to be

<u>EXHIBIT 10</u>

2:40

Done FILE_3721 (1 of 2)

Walker, Annette

From: Fox, Kraig [Kraig.Fox@fxminc.com]
Sent: Wednesday, December 15, 2004 11:09 AM
To: Phillips, Lee
Subject: RE: Inducement Letter

Here is the Priscilla name purchase agreement and note. You are correct, we are paying $3 million up front and $3.5 million in the form of a note. I can give you some color on this, but I'd rather do it over the phone.

Kraig

-----Original Message-----
From: Phillips, Lee [mailto:lphillips@manatt.com]
Sent: Wednesday, December 15, 2004 1:17 PM
To: Fox, Kraig
Subject: RE: Inducement Letter

OK I am looking for the other Priscilla agreement so I can add up the money to match the $13 Million she eventually gets. The new Consulting Agreement I got yesterday afternoon has $560,000 for 10 years. I am told that the rest is in that sale of name agreement. I gather there is a payment on execution and a note. Maybe that has not changed, but I recall that being $6,500,000 between the two. How is the balance covered so I can explain to Priscilla?

I will be reading everything in a about 10 minutes as I get rid of the other emergencies.

-----Original Message-----
From: Fox, Kraig [mailto:Kraig.Fox@fxminc.com]
Sent: Wednesday, December 15, 2004 10:08 AM
To: Phillips, Lee
Subject: RE: Inducement Letter

Lee

These are the easy ones. One ream should do it.

Kraig

-----Original Message-----
From: Phillips, Lee [mailto:lphillips@manatt.com]
Sent: Wednesday, December 15, 2004 12:41 PM
To: Fox, Kraig; Gary Hovey; Barry J. Siegel (E-mail); mworonoff@proskauer.com
Cc: Horowitz, Jason; PresantI@gtlaw.com; bradyj@gtlaw.com; cflores@proskauer.com
Subject: RE: Inducement Letter

EXHIBIT 11

PURCHASE AND SALE AGREEMENT

This Purchase and Sale and Agreement (the "Agreement") is entered by and between Priscilla Presley (the "Seller"), an individual, and Elvis Presley Enterprises, Inc. ("Purchaser"), a Tennessee corporation.

RECITALS

WHEREAS, Purchaser operates the premises commonly known as Graceland mansion ("Graceland") as a commercial enterprise.

WHEREAS, Sports Entertainment Enterprises, Inc. ("Parent") has acquired control of Purchaser and has acquired certain intellectual property rights (including rights related to Graceland and Elvis Presley ("EP")) and other related assets (such assets, together with the intellectual property rights, the "Related Assets").

WHEREAS, Seller was married to EP and lived in Graceland.

WHEREAS, Seller was instrumental and essential in developing Graceland as a successful commercial enterprise.

WHEREAS, Seller's name is closely associated with, and integral to, the commercial success of Graceland.

WHEREAS, Purchaser believes that the right to use the "Presley" name is essential in connection with the commercial exploitation of Graceland and that such name has substantial value in connection with the commercial exploitation of the Related Assets.

WHEREAS, Seller has been carrying on business through an entity known as Graceland Enterprises, Inc. ("Graceland Enterprises").

NOW, THEREFORE, in consideration of the foregoing premised and mutual covenants and obligations contained herein, the parties hereto agree as follows:

In consideration of the payment of $6.5 million as set forth below (the "Purchase Price"), the sufficiency of which is hereby acknowledged, Seller, hereby:

i) sells, assigns, conveys, transfers and grants to Purchaser all rights of Seller to her last name "Presley" to exploit in connection with Graceland and the Related Assets throughout the world, on an absolute, irrevocable, unconditional and perpetual basis, subject only to the reserved rights described in paragraph 1 below;

ii) sells, assigns, conveys, transfers and grants to Purchaser, by quitclaim, all rights of Seller, if any, to the name Graceland including without limitation Graceland Enterprises.

iii) the Purchase Price shall be payable as follows: (i) $3 million in cash upon the execution of this agreement and (ii) $3.5 million pursuant to an eight (8) year promissory note in form and substance attached hereto as Exhibit A.

In furtherance of the foregoing, the parties hereby covenant, represent and warrant as follows:

1. Seller hereby covenants, represents and warrants that (a) Seller has the valid and unconditional right to effect the sale and assignment provided for herein, without requirement of the consent of any other person or persons, (b) Seller is not party to any material agreement or commitment for the present or future commercial exploitation of the "Presley" name which in any material way would conflict or interfere with the assets and rights conveyed hereunder, and this agreement does not conflict with or constitute a breach of any other agreement to which Seller is a party or by which Seller is bound, (c) This agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms, and (d) Seller will, from time to time as and when requested by the Purchaser, reasonably cooperate with the Purchaser in defending the assets and rights being conveyed hereunder, to the extent of any dispute or challenge arising by reason of any act, event, circumstance or condition existing prior to the date hereof. Anything elsewhere contained in this agreement to the contrary notwithstanding, Seller shall be permitted to use the name "Presley" in combination with her first name in furtherance of her professional career as an entertainer and an individual celebrity as the same evolves over time.

2. Seller covenants that, within thirty (30) days after the date hereof, she will change the name of Graceland Enterprises. to a name that does not include the words "Graceland," "Elvis" or any trademark or tradename owned by Parent or any subsidiary of Parent.

3. From time to time from and after the date hereof, Seller will execute and deliver any and all such further agreements, instruments, certificates and other documents as may reasonably be requested by the Purchaser in order to give full effect to the transactions contemplated herein.

4. Seller acknowledges that Purchaser, in its own right, currently owns the exclusive rights to the name and likeness of Elvis A. Presley and certain derivative rights of "Elvis" and "Presley" along with other intellectual property rights associated with Elvis Presley and nothing herein shall, in any manner, be construed as limiting Purchaser's title to any such intellectual property.

5. To the extent permitted by law, Seller hereby irrevocably and unconditionally and coupled with an interest grants to Purchaser the right and appoints Purchaser as attorney-in-fact to execute on Purchaser's behalf such documents as may be necessary or advisable to convey such rights if Seller or any of her affiliates, heirs, successors or assignees shall fail to execute such documents within a reasonable period of time after so requested by Purchaser.

6. Purchaser hereby covenants, represents and warrants that (a) Purchaser has all requisite power and authority to duly and validly execute and deliver this Agreement, and to perform its obligations hereunder, and to consummate the transactions contemplated hereby; and (b) this agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

7. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by an international courier service, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

If to Purchaser:

ELVIS PRESLEY ENTERPRISES, INC.
P.O. Box 16508
3734 Elvis Presley Boulevard
Memphis, Tennessee 38186-0508
Telephone: (800) 238-2000
Telecopier: (901) 344-3124
Attention: Jack Soden, President

RFX ACQUISITION, LLC
650 Madison Avenue
16th Floor
New York, New York 10022
Telecopier: 212-753-3188
Attention: Howard Tytel, Esq.

With a copy (which shall not constitute notice) to:

GREENBERG TRAURIG LLP
The MetLife Building
200 Park Avenue
New York, NY 10166
Telephone: (212) 801-9242
Telecopier: (212) 801-6400
Attention: Alan I. Annex

To the Seller:

PRISCILLA PRESLEY
c/o Barry J. Siegel, Provident Financial Management
2850 Ocean Park Boulevard, Suite 300
Santa Monica, CA 90405-2955

EXHIBIT 12

PROMISSORY NOTE

$3,500,000 February 7, 2005

FOR VALUE RECEIVED, the undersigned, ELVIS PRESLEY ENTERPRISES, INC., a Tennessee corporation (the "Maker"), hereby promises to pay to PRISCILLA PRESLEY, an individual (the "Payee"), the principal sum of Three Million Five Hundred Thousand ($3,500,000) Dollars, together with interest on the outstanding principal balance hereunder accrued from the date hereof at the rate of 5.385% percent per annum. Principal and interest shall be paid as set forth below, and each such payment shall be made in lawful money of the United States of America by ordinary check payable to the order of the Payee delivered to Payee c/o Provident Financial Management, 2850 Ocean Park Boulevard, Suite 300, Santa Monica, CA 90405-2955, or such other address as the Payee may designate in writing from time to time.

1. Payments of Principal and Interest. The principal and interest under this Note shall be payable in seven (7) consecutive equal annual installments of principal and interest of $550,000.00 each, due and payable on the first through the seventh anniversaries of the date of this Note, and an eighth and final installment of principal and interest in the amount of $549,857.85, due and payable on the eighth anniversary of the date of this Note.

2. Prepayment. This Note may not be prepaid.

3. Events of Default. The following are Events of Default hereunder:

(a) Any failure by the Maker to pay when due all or any principal or interest hereunder and the continuance of such default for a period of five (5) business days; or

(b) If the Maker (i) admits in writing its inability to pay generally its debts as they mature, or (ii) makes a general assignment for the benefit of creditors, or (iii) is adjudicated a bankrupt or insolvent, or (iv) files a voluntary petition in bankruptcy, or (v) takes advantage, as against its creditors, of any bankruptcy law or statute of the United States or any state or subdivision thereof now or hereafter in effect, or (vi) has a petition or proceeding filed against it under any provision of any bankruptcy or insolvency law or statute of the United States or any state or subdivision thereof, which petition or proceeding is not dismissed within sixty (60) days after the date of the commencement thereof, (vii) has a receiver, liquidator, trustee, custodian, conservator, sequestrator or other such person appointed by any court to take charge of its affairs or assets or business and such appointment is not vacated or discharged within sixty (60) days thereafter, or (viii) takes any action in furtherance of any of the foregoing; or

(c) Any liquidation, dissolution or winding up of the Maker or its business.

4. Remedies on Default. Subject to the immediately succeeding sentence, if any Event of Default shall occur and be continuing, the holder hereof shall, in addition to any and all other available rights and remedies, have the right, at her option (except for an Event of Default under paragraph 3(b) above, the occurrence of which shall automatically effect acceleration hereunder), (a) to declare the entire unpaid principal balance of this Note, together with all unpaid accrued interest hereunder, to be immediately due and payable, and (b) to pursue any and all available remedies for collection. Notwithstanding the foregoing, at any time prior to the payment in full in cash of all amounts owing under that certain Bridge Loan Credit Agreement, dated as February 7, 2005, if any Even of Default shall occur and be continuing, the holder hereof shall have the right, at her option to pursue any and all available remedies for collection of any regularly scheduled amounts then due and payable pursuant to Section 1 above, but shall not, in any event, be entitled to accelerate all or any portion of the unpaid principal balance of this Note (or otherwise cause or declare such amounts to be due and payable) and no such amount shall be accelerated automatically upon the occurrence of any Event of Default hereunder, including Section 3(b).

5. Certain Waivers. Except as otherwise expressly provided in this Note, the Maker hereby waives diligence, demand, presentment for payment, protest, dishonor, nonpayment, default, and notice of any and all of the foregoing.

6. Waivers and Amendments. Neither any provision of this Note nor any performance hereunder may be amended or waived orally, but only by an agreement in writing and signed by the party against whom enforcement thereof is sought.

7. Cumulative Remedies. No right or remedy conferred upon the Payee under this Note is intended to be exclusive of any other right or remedy contained herein or in any instrument or document delivered in connection herewith, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and/or now or hereafter existing at law or in equity or otherwise.

8. Waivers; Course of Dealing. No course of dealing between the Maker and the Payee, or any failure or delay on the part of the Payee in exercising any rights or remedies, or any single or partial exercise of any rights or remedies, shall operate as a waiver or preclude the exercise of any other rights or remedies available to the Payee.

9. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Note shall be deemed to be a contract made under the laws of the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York. The Maker hereby irrevocably consents to the jurisdiction of all courts (state and federal) sitting in the State of New York in connection with any claim, action or proceeding relating to or for the collection or enforcement of this Note, and hereby waives any defense of forum non conveniens or other such claim or defense in respect of the lodging of any such claim, action or proceeding in any such court. THE MAKER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION OR PROCEEDING RELATING TO OR FOR THE COLLECTION OR ENFORCEMENT OF THIS NOTE.

EXHIBIT 13

Original Consulting Agmt

Exhibit 10.39

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement"), dated as of February 7, 2005 between EPE Holding Corporation, a Delaware corporation (the "Company"), Priscilla Presley, an individual ("Consultant") and Elvis Presley Enterprises, Inc., a Tennessee corporation ("EPE").

WITNESSETH:

WHEREAS, pursuant to the Contribution and Exchange Agreement dated as of December 15, 2004 among the Promenade Trust (the "Seller"), Sports Entertainment Enterprises, Inc. ("Parent") and RFX Acquisition, LLC, Parent has acquired certain right, title and interest in and to Seller's assets, properties and rights that are used or useful in businesses and operations and relate in any way to Elvis Presley or to Seller, other than certain excluded assets (the "Business"), and

WHEREAS, Parent owns 100% of the outstanding capital stock of the Company and has contributed the assets comprising the Business to the Company; and

WHEREAS, prior to the date hereof, Consultant has performed consulting services for the Business; and

WHEREAS, the Company has determined that it is in the Company's interest to enter into this agreement with the Consultant in order to secure, and in the future to be assured of, the Consultant's abilities, services, and judgment, upon the terms and provisions and subject to the conditions stated in this agreement; and

WHEREAS, Consultant has agreed to serve as a consultant to the Company on the following terms and subject to the following conditions.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. Consulting Agreement. The Company hereby engages Consultant as a consultant to the Company, and Consultant hereby accepts such engagement, upon the terms and conditions set forth herein.

2. Term. Unless sooner terminated in accordance with the provisions of **Section 8** hereof, the term of this Agreement shall commence on the date hereof (the "Effective Date") and shall continue for a period of ten (10) years therefrom (the "Term"). This Agreement may only be terminated pursuant to **Section 8**. The parties shall negotiate in good faith for an extension of this agreement beyond the initial Term.

3. Rights; Duties; Responsibilities; Time Commitment.

3.1 During the Term, Consultant shall render consulting services to the Company in connection with the promotion of the Company's business. In connection therewith Consultant and the Company agree as follows:

(a) Consultant agrees to make such public appearances on behalf of the Business, from time to time, as shall reasonably be requested by a senior executive officer of the Company or Parent, provided, however, that with respect to appearances made in connection with third-party non-affiliated licensing agreements of the Business entered into from and after the date of this Agreement, the Company shall use its reasonable efforts to negotiate a reasonable appearance fee for Consultant from such third party;

(b) Consultant agrees to be available, by telephone, for consultation relating to the Business, at such reasonable times as shall be requested by the senior executive officers of the Company or Parent; and

(c) Consultant agrees to attend such Company and Parent corporate functions and events as shall reasonably be requested by the senior executive officers of Board of Directors of the Company or Parent;

provided, however, that, with respect to (a), (b) and (c) above, in no event shall Consultant be given less than 30 days notice prior to the date of any requested public appearance, telephonic consultation, or corporate function or event and such activity shall be, to the extent reasonably practicable, scheduled in advance with Consultant. In addition, the activities described in (a) and (c) above shall be limited to an aggregate of 20 days per annum. Notwithstanding the foregoing, to the extent that the Consultant has pre-existing commitments on the dates that the activities set forth in (a) and (c) above have been scheduled; the Company shall either rescind its request or such activities shall be rescheduled at the discretion of the Consultant within a reasonable period of time given the Consultants prior commitments.

3.2 During the Term, Consultant agrees to endeavor to promote the best interests of the Company and its subsidiaries. In accordance therewith, during the Term, and for a period of five (5) years following any termination of this Agreement, Consultant agrees not to make or publish or cause or permit to be made or published on her behalf, any disparaging statement (orally or in writing), of any kind or manner, about or relating to the Company or Parent, their respective businesses, any of their affiliates or any of the employees, officers or directors of the foregoing.

4. Relationship.

4.1 This Agreement shall not be construed as an employment, agency or joint venture agreement. In her role as consultant to the Company, Consultant is acting as an independent contractor providing consulting services to the Company and under no circumstances whatsoever, including without limitation, for the purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act and federal and state income tax withholding, will Consultant be deemed an employee of the Company.

4.2 Consultant shall have no authority to sign any document or extend any credit on behalf of the Company or to bind the Company in any way. Neither the Company nor Consultant shall hold Consultant out to third parties as an agent, officer or employee of the Company.

5. Compensation. As compensation for all consulting services to be performed by Consultant for the Company during the Term, the Company shall in each of the first ten (10) years during the Term, pay to Consultant a consulting fee of FIVE HUNDRED SIXTY THOUSAND DOLLARS ($560,000) per annum in equal and consecutive monthly installments (the "Compensation"). Consultant understands that the Compensation paid during the initial ten (10) years during the Term constitutes consideration for the entire Term. Consultant shall be responsible for all federal, state and local taxes on all payments made to Consultant by the Company under this Agreement. The Company will timely provide to Consultant Form 1099 (or any successor form) for the purposes of the preparation of such taxes. EPE hereby guarantees the payment of the Compensation to the extent that it would be due and payable hereunder. Consultant hereby acknowledges and agrees that any prior agreements, understandings or arrangements pursuant to which Consultant received salary, fees or benefits from EPE and all obligations in respect thereof are hereby terminated.

6. Payment of Expenses. The Company shall pay, in advance, for all necessary travel, entertainment and other expenses, including first class food, travel and accommodations, as shall be incurred by her in connection with her making any public appearances on behalf of, and as requested by, the Company.

7. Confidential Information.

7.1 The Consultant acknowledges that her past involvement with the Company has and her engagement hereunder will fully familiarize the Consultant with the trade secrets and confidential and proprietary information of the Company and any subsidiary, division or affiliate thereof (the "Confidential Information"). Examples of the Company's Confidential Information include, without limitation, information regarding the Company's costs, profits, markets, sales, products, key personnel, operational methods, technical processes, business strategies, and other information which the Company and any subsidiary, division or affiliate of the Company engages in efforts to protect from disclosure or discovery by its competitors, actual and prospective clients, and other third parties. The Consultant further acknowledges that the unintentional or intentional disclosure of the Company's Confidential Information would have a material adverse effect on the operations and development of the Company's business. The Consultant therefore covenants and agrees as set forth below:

7.2 The Consultant will during the Term and for a period of ten (10) years following the Term, keep secret all Confidential Information, and will not intentionally disclose Confidential Information to anyone outside of the Company, any subsidiary, division or affiliate of the Company and their respective advisors, directors, officers, employees, agents, consultants, financing sources and other representatives acting in their capacity as such, unless otherwise expressly directed by the Company, provided that: (i) the Consultant shall have no such obligation to the extent Confidential Information is or becomes publicly known, other than as a result of the Consultant's breach of her obligations hereunder; and (ii) the Consultant may, after giving prior notice to the Company to the extent practicable under the circumstances, disclose such matters to the extent required by applicable laws or governmental regulations or judicial or regulatory process; provided, however, that if the Consultant is required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information pursuant to the foregoing clause (ii), she agrees to use reasonable efforts to provide the Company with prompt notice of each such request so that the Company may seek an appropriate protective order or waive compliance by the Consultant with the provisions of this agreement or both; provided, further, that if, absent the entry of a protective order or the receipt of a waiver under this Agreement, the Consultant is, in the opinion of her counsel, legally compelled to disclose such Confidential Information under pain of liability for contempt or other censure or penalty (civil or criminal), the Consultant may disclose such information to the persons and to the extent required without liability under this agreement. In such event, the Consultant shall give the Company written notice of such disclosure, in reasonable detail, as soon as possible, but in any event not later than concurrently with making such disclosure, and the Consultant shall exercise her reasonable commercial efforts to obtain reliable assurances that confidential treatment will be accorded any such Confidential Information so disclosed.

8. Termination.

8.1 Notwithstanding the provisions of **Section 2** hereof, this Agreement may be terminated prior to the expiration of the Term by the Company upon the happening of any of the following events:

(a) any willful and material breach of this Agreement by the Consultant, including, but not limited to, the making of any disparaging statement of any kind about or related to the Company, Parent or their respective businesses as prohibited by **Section 3.2**; or

(b) the willful and continual failure of Consultant to perform her material duties hereunder; or

(c) the death of Consultant.

8.2 Termination by the Company or Parent pursuant to **Sections 8.1(a)** and **(b)** above must be made by delivery of written notice to Consultant specifying the breach in reasonable detail and the termination shall be effective upon delivery of such notice, provided that if the breach is reasonably susceptible to cure, Consultant shall have 10 days from the date of delivery of such notice to cure such breach to Parent's and the Company's reasonable satisfaction, and the termination shall not be effective unless the breach is not so cured within such 10 day period.

8.3 In the event that this Agreement is terminated in accordance with **Sections 8.1** or **8.2** above, the Consultant shall be entitled to receive, in full satisfaction of all obligations due to the Consultant from the Company hereunder, all accrued but unpaid amounts payable pursuant to **Section 5** hereof to the date of termination and upon payment of said sum the Company and the Consultant shall have no further obligations to each other pursuant to terms hereof.

9. Consultant Loyalty.

9.1 During the Term, Consultant will not:

(a) without the prior written approval of the Board, sell, endorse or support any product or service that uses the name, image or likeness of Elvis Presley (provided that the restrictions set forth in this sentence shall in no way be interpreted to limit Consultant's right to produce or otherwise participate in a theatrical presentation about her life and it is acknowledged that Elvis Presley may be portrayed in such presentation and the subsidiary rights to such presentation);

(b) influence or attempt to influence any employee of the Company, or its subsidiaries or affiliates to terminate his or her employment with the Company or its subsidiaries or affiliates;

(c) influence or attempt to influence any person or persons, firm, association, syndicate, partnership, company, corporation or other entity that is a contracting party with the Company or its subsidiaries or affiliates during the Term of this Agreement, to terminate, breach or not perform any written or oral agreement with the Company or its subsidiaries or affiliates; and

(d) employ or solicit employment elsewhere of any employee with managerial or senior responsibilities or any consultant of the Company or its subsidiaries or affiliates.

9.2 Consultant hereby acknowledges that:

(a) the respective times and area provided in **Section 3.2** and this **Section 9** are reasonable in scope and necessary for the protection of the business and good will of the Company;

(b) since it is the understanding and desire of the parties hereto that the covenants contained in **Section 3.2** and this **Section 9** be enforced to the fullest extent possible under the laws and public policies applied in each jurisdiction in which enforcement may be sought, should any particular provision of such covenant be deemed invalid or unenforceable, such provision shall be deemed amended to delete therefrom the invalid portion, and the remainder of this Agreement shall retain its full force and effect; and

(c) to the extent a provision is deemed unenforceable by virtue of its scope, but may be made enforceable by limitation thereof, such provision shall be enforceable to the extent permissible under the laws and public policies now existent in the State of New York.

9.3 Consultant acknowledges that the services to be rendered by her hereunder are extraordinary and unique and are vital to the success of the Company's business, and that the breach of any of the covenants undertaken hereunder would cause substantial damage to the

Company, impossible to exact ascertainment. Therefore, in the event of the breach or threatened breach by Consultant of any of the terms and conditions of this Agreement to be performed by her, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute and prosecute proceedings in any court of competent jurisdiction, to seek immediate injunctive relief with notice but without bond.

10. Severability. Should any provision of this Agreement be held, by a court of competent jurisdiction, to be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid or unenforceable, and this Agreement and each individual provision hereof shall be enforceable and valid to the fullest extent permitted by law.

11. Successors and Assigns.

11.1 This Agreement and all rights under this Agreement are personal to Consultant and shall not be assignable by her. All of Consultant's rights under the Agreement shall inure to the benefit of her heirs or other legal representatives by will or the laws of descent and distribution.

11.2 This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Any Person succeeding to the business of the Company by merger, purchase, consolidation or otherwise shall assume by contract or operation of law the obligations of the Company under this Agreement.

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of laws rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts situated in the state and county of New York (federal and state).

13. Notices. Any notice, direction or instruction required or permitted to be given hereunder shall be given in writing and may be given by telex, telegram, facsimile transmission, by mail if sent postage prepaid by registered mail, return receipt requested; or by hand delivery to any party at the address of the party set forth below. If notice, direction or instruction is given by telex, telegram or facsimile transmission or similar method or by hand delivery, it shall be deemed to have been given or made on the day on which it was given, and if mailed, shall be deemed to have been given or made on the third business day following the day after which it was mailed. Any party may, from time to time, by like notice give notice of any change of address and in such event, the address of such party shall be deemed to be changed accordingly.

(a) If to the Company:

EPE Holding Corporation
650 Madison Avenue
16th Floor
New York, New York 10022
Attention: Howard Tytel, Esq.
Facsimile: (212) 753-3188

With a copy to:

Sports Entertainment Enterprises, Inc.
650 Madison Avenue
New York, New York 10022
Attention: Legal Department
Facsimile: (212) 486-4840

(b) If to Consultant:

Priscilla Presley
c/o Provident Financial Management
2850 Ocean Park Boulevard, Suite 300
Santa Monica, CA 90405-2955
Attention: Barry J. Siegel
Facsimile: (310) 789-5299

With a copy to:

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Blvd.
Los Angeles, California 90064
Attention: L. Lee Phillips
Facsimile: (310) 312-4224

14. Complete Understanding. This Agreement all other prior contracts, understandings, discussions and agreements relating to the relationship between Consultant and the Company constitutes the complete understanding between the parties with respect to the subject matter hereof. No statement, representation, warranty or covenant has been made by either party with respect to the subject matter hereof except as expressly set forth herein. Other than this Agreement and a Purchase and Sale agreement to be entered into between the parties as of the date hereof, there are no agreements between, on the one hand, the Promenade Trust or, Elvis Presley Enterprises, LLC or Elvis Presley Enterprises, Inc. or their subsidiaries and, on the other hand, Consultant or Consultant's affiliates, or to the knowledge of Consultant, agreements of the Promenade Trust or Elvis Presley Enterprises, LLC or Elvis Presley Enterprises, Inc. or their subsidiaries under which Consultant or any of Consultant's affiliates is directly or indirectly entitled to benefits.

15. Modification Waiver.

15.1 This Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company and Consultant or in the case of a waiver, by the party against whom the waiver is to be effective. Any such waiver shall be effective only to the extent specifically set forth in such writing. Notwithstanding the foregoing, this Agreement may not be modified or terminated by the Company without the approval of the Board of Directors of the Company or its Audit Committee.

15.2 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Headings. The headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of this Agreement.

17. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other party hereto.

18. Anthology Program

18.1 Except as set forth below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant irrevocably waives and releases any and all claims regarding all rights of publicity, privacy, or similar rights relating to, and expressly grants to Elvis Anthology LLC, or its affiliates or assigns (collectively, "Elvis Anthology") the right to use, her filmed appearances as recorded for that audio-visual program (the "Footage") entitled "Elvis By The Presleys" (which includes a two (2) hour network program and four (4) hour DVD) and all promotion, publicity and advertising in connection with the foregoing (collectively, the "Program"). Notwithstanding the foregoing, the Consultant shall have approval rights over the Footage; provided, however, if the Consultant does not, within five (5) business days after delivery to her of final, edited footage, approve, in the aggregate, a minimum of 30 minutes of audio/visual Footage and 60 minutes of audio Footage, Elvis Anthology shall have the sole and absolute right to select at its own discretion up to 30 minutes of audio/visual Footage and 60 minutes of audio Footage to be included in the Program. Any and all Footage which is not used in the final, edited Program cannot be used in any manner by Anthology without the Beneficiaries' prior written consent, which she may withhold at her sole discretion for any reason or no reason.

18.2 In addition, except as set forth below, the Consultant irrevocably waives and releases any and all claims, to the extent that they may exist, regarding rights of publicity, privacy, or similar rights relating to, and expressly grants to Elvis Anthology the right to use any other audio/visual or audio footage now or hereinafter owned or licensed by Vegas, the LLC, Elvis Anthology or any of their affiliates in the Program (the "Additional Footage"). Notwithstanding the foregoing, the Consultant shall have approval rights over the Additional Footage; provided, however, if the Consultant does not, within five (5) business days after delivery to her of final, edited footage, approve, in the aggregate, a minimum of 30 minutes of audio/visual Additional Footage and 60 minutes of audio Additional Footage, Elvis Anthology shall have the sole and absolute right to select at its own discretion up to 30 minutes of audio/visual Additional Footage and 60 minutes of audio Additional Footage to be included in the Program.

18.3 Consultant agrees that Elvis Anthology shall be the sole and exclusive owner of the Program, as well as any and all elements created, conceived, filmed, taped, and/or recorded in connection with the Program, in perpetuity throughout the universe, and Elvis Anthology LLC and its successors, assigns and licensees shall have the right (but not the obligation) to use, exhibit and exploit the Footage, or any portion thereof, in context with the Program in any and all media, now known or hereafter devised, throughout the universe in perpetuity.

18.4 For purposes of copyright and similar laws, the results and proceeds of her appearance in the Footage shall be deemed a work made for hire (for the purpose of U.S. copyright law and all other copyright laws throughout the universe) and to the extent that the "work for hire" provisions are insufficient under the laws of any country to vest sole and exclusive ownership in Elvis Anthology, Consultant hereby assigns to Elvis Anthology all rights to the results and proceeds of her appearance in connection with the Program.

18.5 Consultant expressly acknowledges that Elvis Anthology is relying on the terms and conditions hereof in recording and otherwise using the Footage and accordingly, all permissions, grants and waivers given by Consultant hereunder are unconditional and irrevocable.

18.6 Consultant will comply with the obligations relating to her under, and cooperate with and take such actions as are necessary for Elvis Anthology LLC to comply with its obligations under, the Agreement between CBS Entertainment and Elvis Anthology LLC regarding the Program.

19. Change of Name of Graceland Enterprises, Inc. Consultant agrees, for no further compensation than the compensation paid pursuant to Section 5, to change the name of her corporation, Graceland Enterprises, Inc., to a name that does not include the words "Graceland", "Elvis" or any trademark or tradename owned by Parent or any subsidiary of Parent.

20. Benefits. Consultant shall be eligible to participate in any group life insurance, hospitalization, medical, health and accident, dental, disability, or similar plan or program made available by the Elvis Presley Enterprises, Inc. to its employees generally; provided however, that, if such participation is not legally permitted under the terms of the benefits plans, the Company shall reimburse Consultant for the cost of obtaining reasonably comparable coverage.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

EPE HOLDING CORPORATION

/s/ Thomas P. Benson

By: Thomas P. Benson
Its: Executive Vice President, Chief Financial Officer and Treasurer

/s/ Priscilla Presley

Priscilla Presley

With respect to Paragraph 5 only:

Elvis Presley Enterprises, Inc.

By: /Jack Soden

Name: Jack Soden
Title: President

[signature page to PP Consulting Agreement]

Amendment to 2005 Consulting Agmt

Exhibit 10.40

CONSULTING AGREEMENT

This AMENDMENT TO CONSULTING AGREEMENT ("Amendment"), dated as of July 12, 2010 between EPE Holding Corporation, a Delaware corporation (the "Company"), Priscilla Presley, an individual ("Consultant") and Elvis Presley Enterprises, Inc., a Tennessee corporation ("EPE").

WITNESSETH:

WHEREAS, the Company, Consultant and EPE are parties to that certain Consulting Agreement dated as of February 7, 2005 (the "Agreement"); and

WHEREAS, the Company, Consultant and EPE have each determined that it is in their interest to enter into this Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. Bonus. Simultaneous with the execution hereof, the Company will pay to Consultant a bonus in the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000).

2. Compensation. Effective as of the date of this Amendment, in the first sentence of **Section 5** of the Agreement, the words "FIVE HUNDRED SIXTY THOUSAND DOLLARS ($560,000)" shall be deleted and replaced with the words "EIGHT HUNDRED THOUSAND DOLLARS ($800,000)."

3. Complete Understanding. The Agreement and this Amendment constitutes the complete understanding between the parties with respect to the subject matter hereof.

4. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of laws rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts situated in the state and county of New York (federal and state).

5. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective when each party hereto shall have received counterparts hereof signed by the other party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

EPE HOLDING CORPORATION

By: /s/ Jason K. Horowitz
Name: Jason K. Horowitz
Title: Senior Vice President

/s/ Priscilla Presley
Priscilla Presley

With respect to Section 2 of this Amendment only:

ELVIS PRESLEY ENTERPRISES, INC.

By: /s/ Elvis Presley Enterprises, Inc.
Name: Jason K. Horowitz
Title: Senior Vice President

[Signature Page to Amendment to PP Consulting Agreement]

2nd Amendment to 2005 Consulting Agmt

EXECUTION VERSION

SECOND AMENDMENT TO CONSULTING AGREEMENT

This SECOND AMENDMENT TO CONSULTING AGREEMENT ("Second Amendment"), dated as of June 21, 2011 between EPE Holding Corporation, a Delaware corporation (the "Company"), Priscilla Presley, an individual ("Consultant") and Elvis Presley Enterprises, Inc., a Tennessee corporation ("EPE").

WITNESSETH:

WHEREAS, the Company, Consultant and EPE are parties to that certain Consulting Agreement dated as of February 7, 2005, as amended as of July 12, 2010 (the "Agreement"); and

WHEREAS, the Company, Consultant and EPE have each determined that it is in their interest to enter into this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. Term. Effective as of the date of this Second Amendment, the first sentence of Section 2 of the Agreement is hereby amended by deleting the phrase "shall continue for a period of ten (10) years therefrom" and substituting in its place the phrase "shall continue through June 21, 2018."

2. Compensation. Effective as of the date of this Second Amendment, the first two sentences of Section 5 of the Agreement shall be deleted in their entirety and shall be replaced with the following: "As compensation for all consulting services to be performed by Consultant for the Company during the Term, the Company shall pay to Consultant a consulting fee of "NINE HUNDRED THOUSAND DOLLARS ($900,000) per annum in equal and consecutive monthly installments (the "Compensation")."

3. Complete Understanding. The Agreement and this Second Amendment constitute the complete understanding between the parties with respect to the subject matter hereof.

4. Governing Law. This Second Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of laws rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts situated in the state and county of New York (federal and state).

5. Counterparts. This Second Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Second Amendment shall become effective when each party hereto shall have received counterparts hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the date first written above.

EPE HOLDING CORPORATION

By: ______________________________
Name: Howard J. Tytel
Title: Senior Executive VP

By: ______________________________
Priscilla Presley

With respect to Section 2 of this
Second Amendment only:

ELVIS PRESLEY ENTERPRISES, INC.

By: ______________________________
Name: Howard J. Tytel
Title: Senior Executive VP

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the date first written above.

EPE HOLDING CORPORATION

By: ____________________
Name:
Title:

By: Priscilla Presley
Priscilla Presley

With respect to Section 2 of this Second Amendment only:

ELVIS PRESLEY ENTERPRISES, INC.

By: ____________________
Name:
Title:

EXHIBIT 14

Advance Health Care Directive
(California Probate Code Section 4701)
of Lisa Marie Presley

Explanation

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding donation of organs and the designation of your primary physician. If you use this form, you may complete or modify all or any part of it.

You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. (Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a co-worker.)

Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you. This form has a place for you to limit the authority of your agent. You need not limit the authority of your agent if you wish to rely on your agent for all health care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

a) Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.

b) Select or discharge health care providers and institutions.

c) Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.

d) Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation.

e) Make anatomical gifts, authorize an autopsy, and direct disposition of remains.

Part 2 of this form lets you give specific instructions about any aspect of your health care, whether or not you appoint an agent. Choices are provided for you to express your wishes regarding the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. Space is also provided for you to add the choices you have made or for you to write out any additional wishes. If you are satisfied to allow your agent to determine what is best for you in making end-of-life decisions, you need not fill out Part 2 of this form.

Part 3 of this form lets you express an intention to donate your bodily organs and tissues following your death.

After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public. Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility.

You have the right to revoke this advance health care directive or replace this form at any time.

Part 1
Power of Attorney for Health Care

1.1 Designation of Agent: I, Lisa Marie Presley, designate the following individual as my agent to make health care decisions for me:

Such of Priscilla Presley, Michael D. Lockwood, Danielle Riley Keough, and Benjamin Storm Keough, acting unanimously.
(Name of individual you choose as agent)

Priscilla Pressley

c/o Provident Financial Management, Attn: Barry Siegel 2850 Ocean Park Blvd., Suite 300, Santa Monica, CA 90405
(Address/City/State/Zip Code)

(Home Phone) (Mobile Phone) (Work Phone)

Michael D. Lockwood

c/o Provident Financial Management, Attn: Barry Siegel 2850 Ocean Park Blvd., Suite 300, Santa Monica, CA 90405
(Address/City/State/Zip Code)

Home Office: (818) 716-6608 Personal Assistant (310) 601-6495
(Home Phone) (Mobile Phone) (Work Phone)

Danielle Riley Keough

c/o Provident Financial Management, Attn: Barry Siegel 2850 Ocean Park Blvd., Suite 300, Santa Monica, CA 90405
(Address/City/State/Zip Code)

Home Office: (818) 716-6608 Personal Assistant (310) 601-6495
(Home Phone) (Mobile Phone) (Work Phone)

Benjamin Storm Keough

c/o Provident Financial Management, Attn: Barry Siegel 2850 Ocean Park Blvd., Suite 300, Santa Monica, CA 90405
(Address/City/State/Zip Code)

Home Office: (818) 716-6608 Personal Assistant (310) 601-6495
(Home Phone) (Mobile Phone) (Work Phone)

Optional: If I revoke my agent's authority or if my agent is not willing, able, or reasonably available to make a health care decision for me, I designate as my first alternate agent:

Those of Priscilla Presley, Michael D. Lockwood, Danielle Riley Keough, and Benjamin Storm Keough, who are able and willing to act, acting unanimously. Harper and Finley once they reach 18

(Name of individual you choose as first alternate agent)

1.2 Agent's Authority: My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

None LMP

None

None

(Add additional sheets if needed.)

1.3 When Agent's Authority Becomes Effective: My agent's authority becomes effective when my primary physician determines that I am unable to make my own health care decisions unless I mark the following box.

If I initial this line _____, my agent's authority to make health care decisions for me takes effect immediately.

1.4 Agent's Obligation: My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

[THIS SPACE INTENTIONALLY LEFT BLANK]

1.5 Agent's Post-Death Authority: My agent shall carry out the post-death instructions set forth below next to the box in which I have placed my initials:

(a) No Autopsy

☐ My agent may not authorize an autopsy.

(b) Disposition of Remains

LMP ☑ I direct that my remains be buried. LMP

☐ I direct that my remains be cremated.

☐ I direct that my remains be disposed of by the following method: ______________________________.

(c) Arrangement for Disposition of Remains

☐ My remains shall be buried at Graceland (located in Memphis, TN) immediately adjacent to the burial site of my father, Elvis Presley. If arrangements for the disposition of my remains at Graceland has been made prior to my death, then such disposition shall be made in accordance with such arrangements; otherwise, arrangements for the disposition of my remains at Graceland shall be made following my death. In the unlikely event that no such arrangements have been made prior to my death or can be made following my death, my agent shall determine the location for the disposition of my remains.

(d) Additional Instructions:

No Sad funeral LMP

(Add additional sheets if needed.)

1.6 Nomination of Conservator of Person: If a conservator of my person needs to be appointed for me by a court, I nominate the agent designated in this form. If that agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated.

Part 2
Instructions for Health Care

If you fill out this part of the form, you may strike any wording you do not want.

2.1 End-of-Life Decisions: By placing my initials in one of the two boxes below, I direct that my health care providers and others involved in my care provide, withhold, or withdraw treatment, including without limitation, conventional and experimental medical treatment, artificial nutrition and hydration, respirators, antibiotics, transfusions, dialysis, cardio-pulmonary resuscitation ("CPR"), and all other forms of health care to keep me alive, in accordance with choice (a) or (b) below:

☐ (a) **Choice Not to Prolong Life**—I do not want any effort made to prolong my life by the provision of any medical treatment, including the treatment described above, if any one or more of the following conditions exist: (1) I have an incurable and irreversible condition that will result in my death within a relatively short time; (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness (for example, if I am in an irreversible coma or persistent vegetative state); or (3) the likely risks and burdens of treatment would outweigh the expected benefits. I authorize and direct my agent to consent to or cause a "Do Not Resuscitate" order (which includes a prohibition against administering CPR) to be placed in my medical records if any of the foregoing three conditions exists. In making a decision in the circumstance where condition (3) may exist, I direct that my agent give more weight to the relief of my suffering and to the quality of my life and less weight to the mere extension of my life; or

LMP!! ☐ (b) **Choice to Prolong Life**—I want my life to be prolonged as long as possible within the limits of generally accepted health care standards. LMP!!

2.2 Relief From Pain: By placing my initials in one of the two boxes below, I direct that I receive such treatment for the alleviation of pain or discomfort as described in choice (a) or (b) below:

☐ (a) Such treatment as may fall within the limits of generally accepted health care standards;

UMP ☐ (b) Such treatment as shall include, without limitation, the provision of ample narcotics and drugs of any type and the administration of any medical procedures (including unconventional pain-relief methods which my agent, following consultation with my treating physician, believes may be helpful), as may be calculated to minimize my pain and discomfort even if such treatment may lead to my permanent physical damage or addiction or may reduce my awareness or even hasten the moment of (but not intentionally cause) my death. I direct that such treatment be provided or administered as often as may be necessary to minimize my pain and discomfort.

None None UMP

(Add additional sheets if needed.)

2.3 Other Wishes: (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

None UMP

(Add additional sheets if needed.)

2.4 Independent Living (Optional):

(a) If I initial this line LMP, the following statement shall be effective:

I wish to live in my home for as long as reasonably possible without endangering my physical or mental health and safety, and to receive whatever assistance from household employees or personal care givers as may be necessary to permit me to do so; provided, however, that if my agent determines that appropriate household employees or personal care givers are not available without putting my financial position or physical or mental health or safety at risk, then I wish to live in the least restrictive and most home-like setting deemed appropriate by my agent. I wish to return home as soon as reasonably possible after any hospitalization or transfer to convalescent care. If my agent determines that I am no longer able to live in my home, I wish that my agent consider alternatives to convalescent care which will permit me as much privacy and autonomy as possible, including such options as placing me in an assisted living facility or board and care facility.

(b) If I initial this line LMP, the following statement shall be effective:

If my agent and the Trustee of The Promenade Trust dated January 29, 1993, as amended disagree with respect to the use of funds of said trust to carry out my intent as expressed in this paragraph 2.4, the decision of the following shall control:

(choose one)

☑ LMP my agent

☐ the Trustee

[THIS SPACE INTENTIONALLY LEFT BLANK]

Part 3
Donation of Organs at Death
(Optional)

3.1 Upon my death (mark applicable box):

☐ (a) I give any needed organs, tissues, or parts, OR

☐ (b) I give the following organs, tissues, or parts only:

____

____

____
(Add additional sheets if needed.)

☐ (c) My gift is for the following purposes (strike any of the following you do not want):

(1) Transplant

(2) Therapy

(3) Research

(4) Education

LMP ☒ (d) I do not want to give any organs, tissues, or parts.

Part 4
Primary Physician
(Optional)

I designate the following physician as my primary physician:

____
(Name of physician)

____
(Address/City/State/Zip Code)

____
(Office Phone) (Other Phone)

Part 5
Execution

5.1 Effect of Copy: A copy of this form has the same effect as the original.

5.2 Release Authority: When in the process of making health care decisions for me, all individually identifiable health information and medical records may be released to the agent or agents named in Part 1 above, including any written opinion relating to my health that such agent or agents may have requested. Such agent or agents shall be considered my personal representative or representatives for purposes of the Standards for Protection of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act, 42 USC Section 1320d et seq., and 45 CFR Parts 160-164, as amended from time to time ("HIPAA"), and shall have the same rights as I have to request, receive, examine, copy, and consent to the disclosure of information. This release authority applies to any information governed by HIPAA and California's Confidentiality of Medical Information Act, California Civil Code Section 56 et seq., as amended from time to time (also known as CMIA).

5.3 Revocation of Prior Documents: I hereby revoke all Advance Health Care Directives and all nominations of conservator of my person executed by me prior to this date.

5.4 Signature: Sign and date the form here:

Dated: January 21, 2010

Lisa Marie Presley
(Sign your name)

Lisa Marie Presley
(Printed name)

c/o Provident Financial Management, Attn: Barry Siegel
2850 Ocean Park Blvd., Suite 300, Santa Monica, CA 90405
(Address/City/State/Zip Code)

5.5 Statement of Witnesses: I declare under penalty of perjury under the laws of California (a) that the individual who signed or acknowledged this advance health care directive is personally known to me, or that the individual's identity was proven to me by convincing evidence, (b) that the individual signed or acknowledged this advance directive in my presence, (c) that the individual appears to be of sound mind and under no duress, fraud, or undue influence; (d) that I am not a person appointed as agent by this advance directive, and (5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly.

First Witness	**Second Witness**
GRAZYNA CENA	Georgie Flores
(print name)	(print name)
16924 VOSE ST	6626 Franklin Ave #310
(address)	(address)
VAN NUYS CA 91406	Hollywood CA 90028
(city) (state) (ZIP Code)	(city) (state) (ZIP Code)
(signature of witness)	(signature of witness)
1/27/10	1/27/10
(date)	(date)

5.6 Additional Statement of Witnesses: At least one of the above witnesses must also sign the following declaration:

I further declare under penalty of perjury under the laws of California that I am not related to the individual executing this advance health care directive by blood, marriage, or adoption, and to the best of my knowledge, I am not entitled to any part of the individual's estate upon his or her death under a will now existing or by operation of law.

(Signature of Witness)

(Signature of Witness)

EXHIBIT 15

THIS FIRST AMENDMENT to the PROMENADE TRUST dated March 11, 2016 (the "Trust") by Lisa Marie Presley (hereinafter referred to as the "Settlor"), as Settlor. The Promenade Trust is that certain trust created by the Settlor under a declaration of trust dated January 29, 1993, as amended and restated on January 27, 2010. This amendment is dated and will be effective as of the date first set forth above.

In accordance with the right of amendment I reserved in Article 1 of Section A of the Trust, I hereby amend the Trust as follows:

1. **Appointment of Trustees**. Section 1.1 (and for avoidance of doubt including Subsections 1.1.1-1.1.7) of Article 1 of Section B of the Trust is deleted in its entirety and the following is substituted in its place to read as follows:

"(1) Lisa Marie Presley shall serve as sole trustee of the Trust and any trusts created thereunder effective as of March 4, 2016;

(2) Effective as of March 4, 2016, all prior trustees, including without limitation Barry J. Siegel, Pricilla Presley and Gary Hovey to the extent they were serving as trustees as of March 4, 2016 are removed as trustees;

(3) In the event that Lisa Marie Presley shall cease to serve as trustee of the Trust, Riley Keough and Benjamin Keough shall serve as successor trustee of the Trust and all trusts created thereunder."

2. **Additional Provisions**. The balance of the Trust shall be interpreted consistently with the intent expressed in the forgoing provisions and in the event of any conflict between the terms of the Trust and this amendment, this amendment shall control."

Executed as of the date first written above.

SETTLOR

____
LISA MARIE PRESLEY

TRUSTEE (ACCEPTANCE)

____
LISA MARIE PRESLEY

This instrument was, on the above date, signed, published and declared by LISA MARIE PRESLEY to be LISA MARIE PRESLEY'S trust agreement amendment, in the presence of us, who at LISA MARIE PRESLEY's request have subscribed our names as witnesses thereto, in LISA MARIE PRESLEY's presence and in the presence of each other, believing LISA MARIE PRESLEY to be of sound mind and memory at the time LISA MARIE PRESLEY signed her trust agreement amendment.

______________________________ residing at ______________________________

____

______________________________ residing at ______________________________

____

EXHIBIT 16

CERTIFICATION OF TRUST
PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

I, Lisa Marie Presley, trustee, declare under penalty of perjury the following facts:

1. The Promenade Trust is currently in existence. The trust instrument was originally executed on January 29, 1993. The Promenade Trust was amended and completely restated by a trust instrument executed on January 27, 2010. The Promenade Trust was further amended by an instrument executed on March 11, 2016.

2. The sole currently acting trustee of the Promenade Trust is Lisa Marie Presley.

3. The trustee has the power to "acquire or dispose of an asset, for cash or on credit, at public or private sale, or by exchange, and, in connection therewith, to give such warranties and indemnifications as the Trustee determines; to convey, grant, quitclaim, bargain, sell, assign, manage, control, divide, develop, improve, exchange, partition, change the character of, convey, or abandon a trust asset or any interest therein."

4. Title to trust assets may be taken in any manner consistent with law, but for the avoidance of doubt, title may always be taken in the name of "Lisa Marie Presley, trustee of the Promenade Trust."

The Promenade Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect. This certification of trust is signed by all of the currently acting trustees of the Promenade Trust. The trustee represents and warrants that the trust documents do not prohibit her from serving as the trustee.

______________________________ Date 6/16/17
LISA MARIE PRESLEY
TRUSTEE OF THE PROMENADE TRUST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On June _____, 2017, before me, ______________________________, personally appeared Lisa Marie Presley, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

See attached certificate

____
Signature

This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On June 16, 2017 before me, Rachel Mintz Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lisa Marie Presley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RACHEL MINTZ
Notary Public - California
Los Angeles County
Commission # 2149055
My Comm. Expires May 11, 2020

Signature ______
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: certification of Trust
Document Date: ______ Number of Pages: ______
Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

Signer's Name: ______
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer Is Representing: ______

EXHIBIT 17

her millions of dollars in debt.

2. Siegel placed Lisa's assets in a risky and undiversified venture, in the hope of attaining his own celebrity in the entertainment industry. Siegel elected, in 2005, to sell 85% of Lisa's interest in EPE—a thriving business that generated millions of dollars in income each year—so that he could invest all of it in the holding company of American Idol and thus align himself with famed investor Robert F.X. Sillerman. Siegel placed his own interests ahead of Lisa's in order to put himself in proximity to Sillerman and his celebrity circle.

3. When it became apparent to Siegel that Sillerman's venture did not generate the

EXHIBIT 18

3. When it became apparent to Siegel that Sillerman's venture did not generate the same level of income for the Trust as EPE had, Siegel began liquidating the Trust's principal assets to supplement the Trust's income. Siegel actually recommended a budget to Lisa that was more than twice the amount of Lisa's after-tax income. Further, and critically, Siegel never told Lisa he was liquidating the Trust's principal; indeed, although California law and the Trust instrument itself require Siegel to render an accounting of the Trust every year, Siegel *never* furnished Lisa with an accounting. And when Lisa inquired about Siegel's investment decisions and the way he was managing her money, Siegel would deflect inquiry with statements to Lisa

EXHIBIT 19

GRANTOR/SETTLOR AND PRINCIPAL'S ONGOING DUTY

TO DISCLOSE BUSINESS OPPORTUNITIES

THIS GRANTOR/SETTLOR and PRINCIPAL'S ONGOING DUTY TO DISCLOSE BUSINESS OPPORTUNITIES, made and entered into this 24 day of March, 2023:

WITNESSETH:

WHEREAS, PRISCILLA PRESLEY (PRESLEY) is Grantor/Settlor of the Priscilla Beaulieu Presley Living Trust dated September 10, 1997; and

WHEREAS, on January 8, 2023, **PRESLEY** resigned as Trustee of the Priscilla Beaulieu Living Trust dated September 10, 1997, as Amended on April 1, 1998, as Amended and Restated on March 30, 2009, and Second Amended in its entirety on May 17, 2016, and appointed as a Successor Co-Trustee, **BRIGITTE KRUSE,** to serve in her stead; and

WHEREAS, on January 8, 2023 **PRESLEY,** acting as Principal, created a Durable Power of Attorney naming as her Agent-in-Fact, **BRIGITTE KRUSE**; and

WHEREAS, all parties acknowledge and agree that it is foreseeable that since those events have occurred, as described above, **PRESLEY** may from time to time receive offers of employment whether as an Employee, Independent Contractor, Consultant, Special Consultant, Entity, Contributor, Writer, Editor, Trustee, Board Member, Advisor, Special Advisor, Producer and any other derivatives thereof that may generate an opportunity including, but not limited to an offer to use her **NIL** (name, image and likeness) to include any and all offers. Should an opportunity arise and not be disclosed to **PRESLEY's** named Co-Trustee, and Agent-in-Fact, a conflict could arise, resulting in great risk of loss to **PRESLEY's** ongoing and established LLC interest(s), partnership(s), and Trust holdings.[1]

[1] Currently **PRESLEY** is a Member of several LLC's, including but not limited to Recollections of Priscilla Presley LLC, Virtual Recollections of Priscilla Presley LLC, Priscilla Presley Partnerships LLC and PBPBK2 LLC.

PP BK
Initials

NOW, THEREFORE, for consideration of the mutual undertakings set forth herein, the parties agree on the following terms:

1. **PRESLEY** will immediately disclose in writing, to her Co-Trustee and Agent-in-Fact, **BRIGITTE KRUSE**, should she receive any offer of being an Employee, Independent Contractor, Consultant, Special Consultant, Entity, Contributor, Writer, Editor, Trustee, Board Member, Advisor, Special Advisor, Producer and any other derivatives thereof that may generate an opportunity, including, but not limited to any offer to use her **NIL,** any and all other offers or for the use of her personal recollections, virtual recollections (Digital Assets, Domains and all other IP) relating to Priscilla Presley & Elvis Presley likeness, artifacts, collections, music, their experiences, the operations of ABG (Authentic Brands Group,) GRACELAND, Elvis Presley Enterprises, any subsidiaries, successors, joint ventures and any other entities associated with any of the companies or their officers stated above in any way and that upon receiving said disclosure the Co-Trustee and Agent-in-Fact, **BRIGITTE KRUSE** will be required to sign a written "Acknowledgement and Acceptance" of said disclosure and/or offer(s). All documents that require **PRESLEY's** signature must have prior written approval from **BRIGITTE KRUSE** to be valid.

2. Further, the Co-Trustee and Agent-in-Fact, **BRIGITTE KRUSE,** shall be required to consent to **PRESLEY's** acceptance of any position or offer. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements, and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

Priscilla Presley
PRISCILLA PRESLEY

Brigitte Kruse
BRIGITTE KRUSE

PP BK
Initials

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **PRISCILLA PRESLEY,** to me known to be the person described in and who executed the foregoing instrument, and personally known to me, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of March, 2023.

Jennifer M Joy

Name: Jennifer Joy

Notary Public – State of California

(SEAL)

JENNIFER JOY
Notary Public - California
Los Angeles County
Commission # 2326677
My Comm. Expires May 24, 2024

PD

Initials

STATE OF Florida

COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **BRIGITTE KRUSE,** to me known to be the person described in and who executed the foregoing instrument, and personally known to me, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 2023.

Name: Stone Rivers
Notary Public – State of

(SEAL)

Notary Public State of Florida
Stone Rivers
My Commission
HH 281531
Exp. 6/27/2026

Initials

EXHIBIT 20

PRIVATE AND CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated effective as of September 23, 2022, is made by and between (i) Priscilla Presley ("Presley") and (ii) Brigitte Kruse ("Kruse") and Kevin Fialko ("Fialko). (Hereinafter, Kruse and Fialko may be referred to, collectively, as the "Promoters.")

Recitals:

A. Presley is a well-known celebrity and her name and likeness are valuable assets.

B. By virtue of her celebrity and reputation, personal appearances by Presley have value.

C. Promoters are in the process of forming a limited liability company (the "Company") to function as a live event booking, and merchandising company. The promoters will utilize Presley's likenesses for the purposes of booking events, merchandising and other matters, including, without being limited to, non-fungible tokens ("NFTs"), digital assets, jewelry, handbags, fashion accessories, real or virtual events, real or virtual museums (including, without being limited to pop-up museums), holograms and virtual image technology.

D. Promoters, through the Company, desire to engage Presley as an independent contractor to provide certain services for the Company as more fully set forth herein.

E. The parties desire to enter into a non-binding Memorandum of Understanding to set forth a summary of the preliminary terms and conditions concerning an exclusive relationship between Presley and the Company (the "Engagement"), the complete and final terms of which will be set forth in detail in a definitive agreement to be promptly negotiated between Presley and the Promoters on behalf of the Company (the "Definitive Agreement").

Terms:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing recitals constitute a material part of this MOU and are incorporated herein by reference.

PP.

2. **Description of the Engagement.** Presley will be engaged by the Company as an independent contractor to provide service that will include, on an annual basis, the following (at a minimum): (i) Presley's attendance at, and participation in, ~~at least~~ ten (10) personal appearances at events contracted by the Company; (ii) Presley's attendance at, and participation in, at least four (4) VIP events for individuals of high net worth; (iii) Presley's attendance at, and participation in, at least six (6) annual press appearances to launch brands and/or to assist with the marketing of products launched by the Company (or by third-parties vetted by the Company); and (iv) Presley's attendance at the Indy500 Owner's box for annual meet and greet; (v) Presley's assistance and meaningful consultation for new merchandise utilizing Presley's name and likeness; (vi) Presley's participation in photo shoots for images for Company use; and (vii) Presley's promotion, on social media, of Company events and merchandise.

3. **Term of Engagement.** The Engagement under the Definitive Agreement will be for an initial term of one (one) year, commencing on January 1, 2023 (the "Initial Term"). After the expiration of the Initial Term, the Engagement will be renewed for annual renewal terms (each a "Renewal Term"); provided, however, that either Presley or the Company may provide notice not less than sixty (60) days of the determination not to renew the Engagement, under which circumstances, the Engagement will terminate of the conclusion of the then-current Initial Term or Renewal Term, as the case may be.

4. **Non-Competition.** During the Initial Term and any Renewal Term (each a "Term"), and for a period of six (6) months after the expiration or termination of the Definitive Agreement, Presley will not engage with any other person or entity to appear at public events or to engage in, or promote, branding, licensing or other transactions utilizing Presley's name or likeness without advising the Company, in writing via text or email and in advance, and conferring with the Company to ensure that any such appearance is consistent with Presley's brand, value and image as developed by Presley and the Company, and to ensure, further, that the market and value of Presley's personal appearances are preserved and enhanced. Further, during the Initial Term and any Renewal Term, and for a period of six (6) months after the expiration or termination of the Definitive Agreement, Presley will not take any action inconsistent with, or detrimental to, the Company's best interests, or that might interfere with the services to be provided to Company by Presley, or negatively affect the market and value of Presley's appearances or the operations and value of the Company or the various projects of the Company, including but not limited to, knowingly allowing her name, likeness, photographs, videos, or endorsement to be used in connection with the advertising, marketing or promotion of any memorabilia, merchandise, or other competitive business or activities, or in connection with NFTs, any digital assets, jewelry, handbags, fashion accessories, real or virtual events, real or virtual museums (including, without being limited to pop-up museums), holograms and virtual image technology (whether individually, with others, or with integration of other images). During a Term, Presley will not be prohibited from participating in other engagements provided that those engagements or activities do not compete with the company's activities and engagements. Under all circumstances, Presley agrees to provide the company with priority over any other event should both engagements or activities be scheduled for the same day. The parties acknowledge and agree that Presley may make appearances at Graceland during celebrations of Elvis Presley's birth and during Elvis Week (in January and August of each year), provided that the Company receives at least twelve (12) months' notice in advance of Presley's engagement in Elvis Week or the Elvis Birthday Celebration at Graceland. If Presley has not provided the Company advanced notice regarding her appearances during Elvis Week and the Elvis Birthday Celebration at Graceland, then the Company may book appearances for Presley for such times.

KRP P pp.

5. **Compensation.** During the Initial Term, and each Renewal Term, the Company will pay Presley the sum of Five Hundred Thousand Dollars ($500,000.00), payable in 11 monthly installments of $41,500.00 and a twelfth payment of $43,500.00. The first payment during the Initial Term will be made on January 31, 2023. Further, negotians will take place to establish compensation on all ventures outside of appearences.

6. **Termination Rights.** The Company will have the right to terminate the Definitive Agreement should Presley become unable to fulfill her obligations thereunder.

7. **Exclusive Lock Out/Negotiation Period.** For Ninety (90) days after the execution of this MOU, Presley will negotiate exclusively with the Promoters and the Company, and will not, under any circumstances, engage in or entertain negotiations for the provision of the same, or similar services, as those to be provided by Presley under the Definitive Agreement, and Presley and, on the execution of this MOU, Presley will immediately cease any and all existing discussions or negotiations for the provision of the same, or similar, services as those to be provided by Presley under the Definitive Agreement. excluding already booked events.

KRP P pp.

8. **Confidentiality.** Presley agrees to keep this MOU and terms (including compensation terms), as well as the negotiation of the Definitive Agreement, strictly confidential and will not disclose the same to any third-party other than Presley's attorneys actively engaged in negotiation of the Definitive Agreement.

8. **Good Faith.** Presley, the Promoters, and the Company agree that they will negotiate in good faith and cooperate toward execution of the Definitive Agreement.

9. **Expiration.** If a Definitive Agreement is not finalized within Ninety (90) days after the execution of this MOU, this MOU will expire and terminate and the parties will have no further

obligations each to the other provided that all parties have negotiated in good faith and that no party has breached such party's obligations under this MOU.

10. **Formation of the Company.** The Company will be formed as a Delaware limited liability company within Ninety (90) days after the execution of this MOU, and, on the formation of the Company, all rights and interests of the Promoters under and with respect to this MOU will be vested, immediately and without further action, in the Company, and the Promoters will, thereafter, be relieved of any obligations or liabilities hereunder or with respect to the subject matter of this MOU.

11. **Governing Law.** The terms of this MOU will be construed and enforced in accordance with the laws of the State of Delaware without regard to its conflict of laws provisions.

Accepted and Agreed as of the date first written above.

PRESLEY:

Priscilla Presley

PROMOTERS:

Brigitte Kruse

Kevin Fialko

* All terms to be finalized in definitive Agreement

EXHIBIT 21

94

[redacted]

Aug 9, 2022 at 2:44 PM

Thanks for the call. I need to run all of this by my sellers.

Is there someone at EPE that I can get a copy of the agreement you told me about with Priscilla?

My personal email is:
[redacted]

I do want you to know that we did ask her if she had a contract with you.

Can't share agreement as it's obviously confidential .

Do you have anything I can share with my sellers in writing?

That would help me a lot

Cannot . We are moving forward with service to Priscilla

Please allow me to make some calls and work through this together.

This is getting a lot bigger so not

EXHIBIT 22

[redacted]

8/9/22

He's a liar... there was no agreement between Joel and I.

He responded and said he "can't share the agreement because it's confidential" He can't make demands and claims and when I ask for proof in efforts to work with him deny access No mention was made of Barry By me other than me asking "If you are her manager, Then who is Barry" (I saw it on Googl

Joel called me just now. I want you to know that I requested a copy of "His agreement with you"

He was very nice when he called

<u>EXHIBIT 23</u>

WE FOUND 4 WIRES

Filter wire by : Presley Living Trust [redacted]

Clear filter >

Wire date	Status	Wire to	Transaction number		Transfer amount	Amount
Sep 6, 2022	Completed	Presley Living Trust	5351433397	Request Info >	$153,627.72	$153,627.72 USD
Aug 19, 2022	Completed	Presley Living Trust	5349072592	Request Info >	$26,050.00	$26,050.00 USD
Dec 2, 2021	Completed	Presley Living Trust	5313025783	Request Info >	$90,000.00	$90,000.00 USD
Nov 29, 2021	Completed	Presley Living Trust	5312317957	Request Info >	$90,000.00	$90,000.00 USD

You've reached the end of your activity.

The terms of the Wire Agreement apply to these wires.

Don't see your payment? Ask us to look for it.

EXHIBIT 24

1:20 5G 96

November 3, 2021
12:20 PM
Edit

Wire to

Priscilla [redacted]

Wire from

PLAT BUS CHECKING [redacted]

Wire status

In transit

Transaction number

5309349861

Sender information

Wire date

Nov 3, 2021

Wire amount

$25,000.00 USD (U.S. Dollars)

Outgoing wire transfer fee

Fee waived

Total

$25,000.00 USD (U.S. Dollars)

Your account activity will show separate charges for wire amount and wire transfer fee.

Additional information

[redacted]

EXHIBIT 25

ved in Profile & settings if we need more info. Please print and save this page for you

Wire to	ABG ([redacted]
Wire from	PLAT BUS CHECKING ([redacted]
Wire status	Pending review
Transaction number	8001054834

Wire date	Nov 9, 2022
Wire amount	$225,000.00 USD (U.S. Dollars)
oing wire transfer fee	Fee waived
Total	**$225,000.00 USD (U.S. Dollars)** Your account activity will show separate charges for wire amoun transfer fee.

essage to recipient bank	50 Refundable Deposit for B Kruse
Message to recipient	50 Refundable Deposit for B Kruse
Memo	50 Refundable Deposit for B Kruse

EXHIBIT 26

Brigitte Kruse, thank you for your order.

GoDaddy Oct 16, 2022
to me

GoDaddy

Need help? Contact us.
Customer Number: 73905956

Thanks for your order, Brigitte.

Here's your confirmation for order number 2348047625. Review your receipt and get started using your products.

Access All Products

Order Number: 2348047625

Reply Forward

EXHIBIT 27

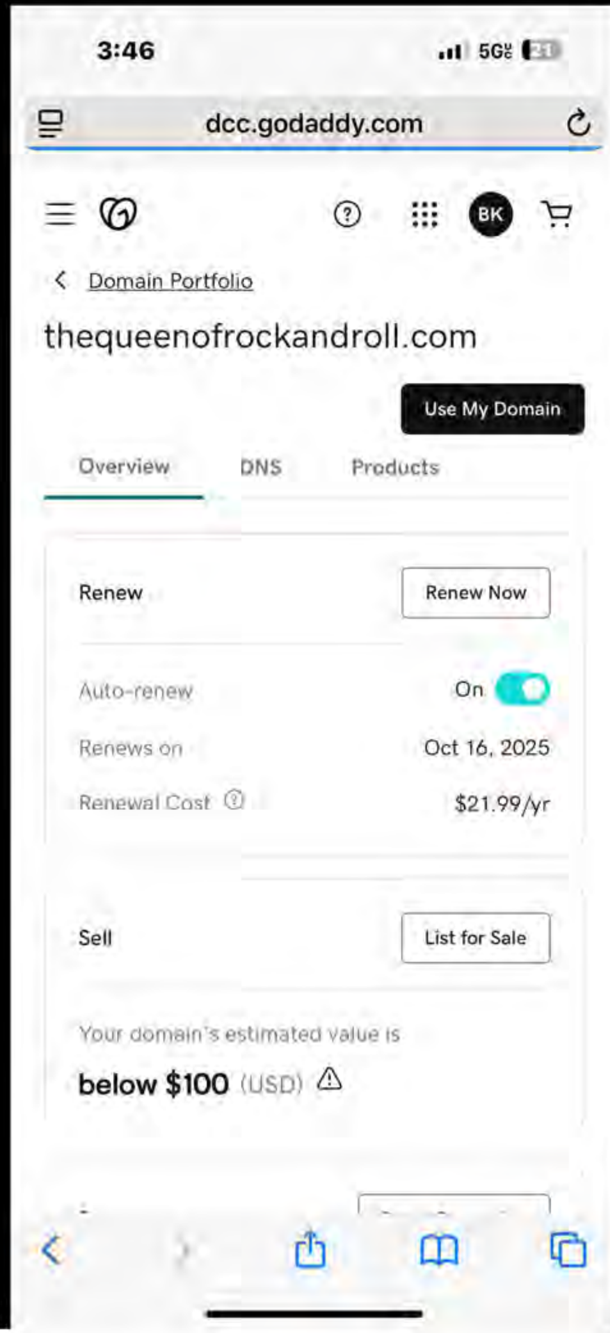
3:46
5G
dcc.godaddy.com
BK
Domain Portfolio
thequeenofrockandroll.com
Use My Domain
Overview
DNS
Products
Renew
Renew Now
Auto-renew
On
Renews on
Oct 16, 2025
Renewal Cost
$21.99/yr
Sell
List for Sale
Your domain's estimated value is
below $100 (USD)

EXHIBIT 28

2 Messages

Inbox **Lisa Marie Presley Ir...**

From: Lynn Walker Wright
[redacted]
Date: Monday, January 2, 2023 at 10:01 AM
To: Brad Russell [redacted]
Cc: Mary T. Bradtke <[redacted]
Chris Atkinson <[redacted]
Subject: Lisa Marie Presley Irrevocable Trust

Good Morning Brad

Following up on our call last week regarding Priscilla's execution of a Release of the Cash in value of the Life insurance policy funding Ms Lisa Presley's Irrevocable Trust, appointment of Riley Keough as Successor Trustee and Resignation, I will forward you the revised Indemnity Agreement. The Indemnity Agreement will however seek Ms Lisa Presley's indemnification of Ms Priscilla Presley from further claims relating to the home sold in 2020 which you alerted me to during our call.

Once you made known that a lawsuit was soon to be filed relating to monies allegedly used in 1987 while Ms Priscilla Presley and Mr Barry Siegel were Co- Trustees of a Trust for Ms Lisa Presley it seemed only reasonable to resolve this issue too. Although we are discussing two separate issues the nature of our discussion is settlement based. Please consider these discussions to represent settlement communication only and not to be used for any other purpose.

I am hopeful of sending you the revised Indemnity once I have received your proposed documents for Ms Priscilla Presley's execution.

Happy New Year

Lynn

Lynn Walker Wright, P.A.
2813 S. Hiawassee Rd. Ste. 102

EXHIBIT 29

2 Messages

Inbox **Lisa Marie Presley Ir...**

On Jan 2, 2023, at 11:37 AM, Lynn Walker Wright [redacted] wrote:

Read below. I start back in office tomorrow but wanted yall to see that as I thought the house deal is separate. I caution against mixing the two together bc Priscilla has a separate duty as Tustee of Lisa's Irrevocable Trust. Am recommending the Indemnity w my earlier revisions be signed. The house complaint when filed will be hard pressed to make it past a Motion to Dismiss. Your California counsel I'm sure would agree.

Let me know your thoughts.

Lynn Walker Wright, P.A.
2813 S. Hiawassee Rd. Ste. 102
Orlando, FL 32835
Office [redacted]
Fax: [redacted]

[redacted]

EXHIBIT 30

From: Brad Russell [redacted]
Sent: Monday, January 2, 2023, 12:30 PM
To: Lynn Walker Wright
[redacted]
Cc: Mary T. Bradtke <[redacted]
Chris Atkinson <[redacted]
Subject: Re: Lisa Marie Presley Irrevocable Trust

Lynn:

I don't think we can agree to resolve the 1987 trust issue as part of this matter. Of course, my client is very much under the gun with this matter. But we believe your client cannot use her position as trustee of the life insurance trust to leverage a personal benefit in an unrelated matter.

Let's have a call toward the end of the day today to discuss.

Brad

W. Bradley Russell
Russell & Russell, Attorneys at Law, P.A.
6550 St. Augustine Road, Suite 305
Jacksonville, Florida 32217
[redacted]

EXHIBIT 31

Vikki said she'd pick Ivy up and bring her back while I called Navarone. When Ivy got to my house, we left for the hospital in Woodland Hills, breaking a few speed limits on the way. There were already two paparazzi hiding on the hill when we arrived at the back entrance, waiting for me. So much for the information blackout. I texted Danny, who came to walk me inside to Lisa. Ivy went to park the car and then waited outside for Navarone. Close family and friends were arriving by then, but there was no private place to put them. The hospital staff scrambled to find a room for them to wait in and then escorted them inside. Danny and I identified everyone, and they were given passes. Michael had arrived with the twins, and Jerry was there. He had been in the next room with Elvis when Lisa Marie was born. He was there again as she lay dying.

I knew from the first moment I walked into Lisa's hospital room that she was already gone. She was hooked to a machine that was breathing for her, and she had a heartbeat. There was little brain activity. Her spirit, always so vital, wasn't there. Riley later told us that while she was still on her flight, she had felt her mother's spirit pass. But none of us was ready to give up yet. A nurse came to tell me that Navarone had arrived. I asked her to bring him into the room. Then we began to wait. Finally, Navarone voiced the question we were all thinking. How long until we knew if she was going to start breathing again? The doctor said it could be two minutes. Or it could be two days. After two hours, Navarone couldn't take the anxiety any longer. He left to go into the other room. The others were allowed in one or two at a time. Danny and I remained, holding Lisa's hands, stroking her face, telling her we loved her.

<u>EXHIBIT 32</u>

At some point, I remember that a nurse took me into the other room, where Ivy stepped forward to meet me. The nurse told Ivy to see to it that I ate and drank something. My cousin took my arm, but then we heard an emergency alarm from Lisa's room. It was a code blue; Lisa's heart had stopped. As I started back to my daughter, the nurse detained Ivy and spoke to her in a whisper.

Nodding toward me, she told Ivy, "Come with us. I need you to stand right behind her. She's going to fall, and you will need to catch her."

The next thing I remember is the doctor talking to me. He asked me what I wanted him to do. They had restarted Lisa's heart, but there was no guarantee it would keep beating.

I asked the doctor, "What kind of life will she have if we keep her on that machine?"

He looked at me with compassion and shook his head. "No quality of life at all."

I thought about my girl, my wild, rebellious, passionate girl, lying in a vegetative state for the rest of her life.

I said what I had to. "Take her off the machine, Doctor." My voice was barely above a whisper.

The nurse began to unhook the apparatus that kept Lisa's chest rising and falling. I looked at Danny and said, "We have to tell them, Danny. So they can say goodbye."

But as I began to move toward the door, I heard Danny's nguished cry. "No, Nona! Don't go! We can't leave her all lone!"

It was unbearable. I began to sob. I don't remember falling. know that Ivy caught me. After that, everything went dark. I n't remember. I don't want to remember.

EXHIBIT 33

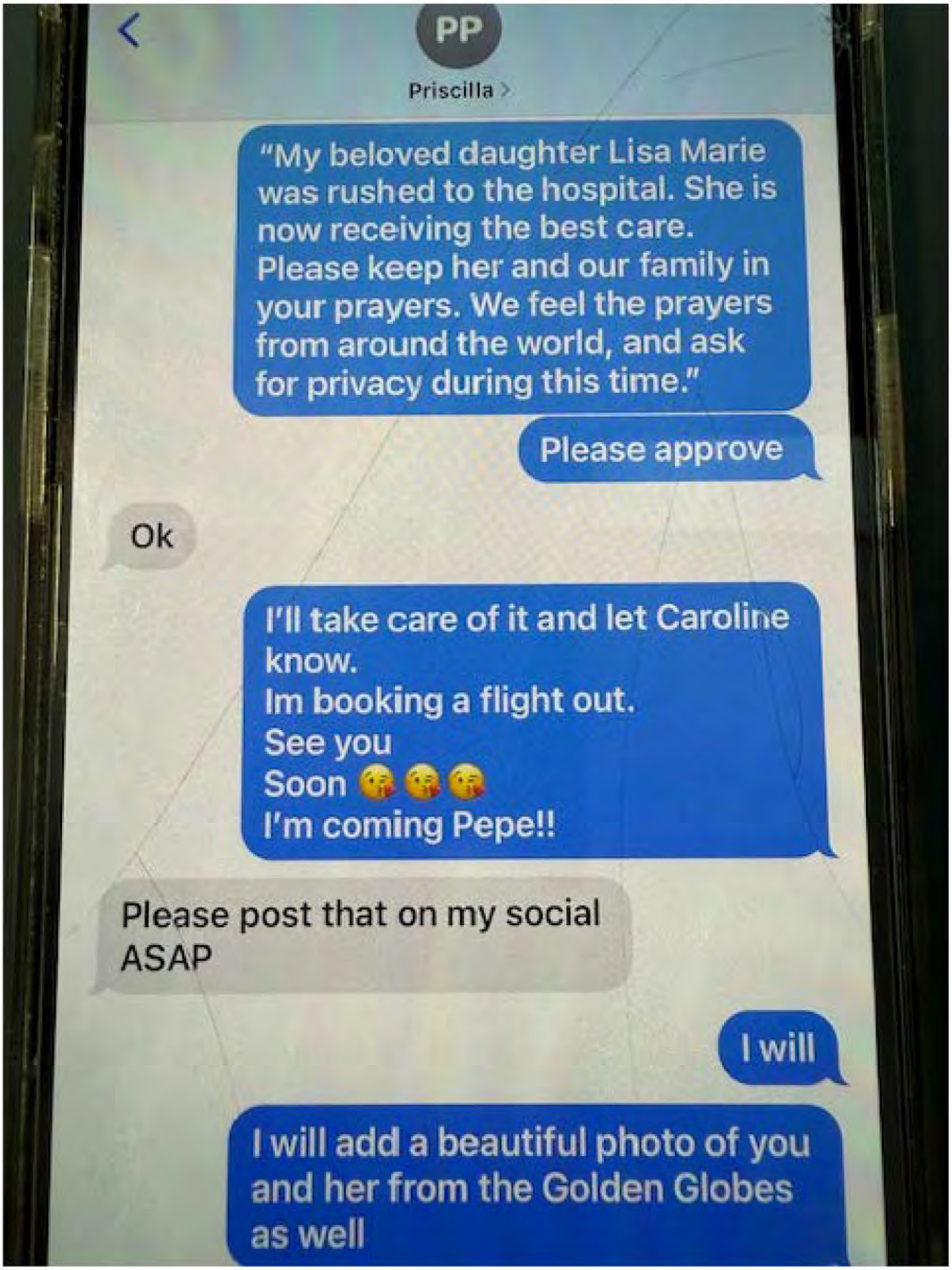
PP
Priscilla
"My beloved daughter Lisa Marie was rushed to the hospital. She is now receiving the best care. Please keep her and our family in your prayers. We feel the prayers from around the world, and ask for privacy during this time."
Please approve
Ok
I'll take care of it and let Caroline know.
Im booking a flight out.
See you
Soon
I'm coming Pepe!!
Please post that on my social ASAP
I will
I will add a beautiful photo of you and her from the Golden Globes as well

EXHIBIT 34

Barb (Ivy priscilla's Cousin)

I will let you know.

I had this ready...

"It is with a heavy heart that I must share the devastating news that my beautiful daughter Lisa Marie has left us. She was the most passionate, strong and loving woman I have ever known. We ask for privacy as we try to deal with this profound loss. Thank you for the love and prayers. At this time there will be no further comment."

We need to speak before TMZ does. There is a leak in the hospital

I hate asking and I'm sorry. I'm looking out for Pepe

That's perfect

She approves?

Yes

EXHIBIT 35

117

PP

Priscilla

I will
On calls now with attorneys

Jan 17, 2023 at 9:16 PM

From Thom.

There is a 501(c)(3) in Lisa's name already established if they directed to that they would have more control. I'm guessing they have a good relationship with the new CEO. The returns on the Elvis Presleys fund are pretty small but I imagine we'll grab a significantly from this. You also have your own friends and supporters who care about supporting you so I hope you move forward with your dreams as well. Xo

Text Message • SMS

Hey there! How are you?
I already miss you

Not Delivered

iMessage
Jan 17, 2023 at 11:05 PM

I'm headed to bed for 4:30am interview

EXHIBIT 36

Subject: Nona

Hello,

Unfortunately Nona as you are taking me to court I am being forced to defend my mother's wishes legally and publicly which would not have been my choice.

It is really hurtful that after years of me trying to resolve your and my mother's broken relationship and restore our family, you are taking me, of all people to court. I have protected you from lawsuits from my mother, often advocating for you and always tried to keep everyone operating out of love. Even a few weeks before my mother passed she wanted to sue you again and you called me for help. I advised her so strongly against it, which resulted in a fight between me and her. But as you know she chose to listen to me and not sue you. I believed then and now, lawsuits among family members have no place, but here we are.

I must also share with you that I found being called about the will, less than 24 hours after my mother passed and getting emails from lawyers before my mother was even buried incredibly heartbreaking. It was very upsetting that I was forced to find a lawyer to represent me and my sisters and my mother's wishes within days of her passing. I assume that you are being advised to take these actions by your representatives, but you must know that this chosen path can only further estrange our family which is really sad.

My hope is that you are being poorly advised and this is not actually coming from you. But what I don't understand is why there is a narrative that this massive falling out between you and my mother in 2016 didn't occur. My mother very loudly and clearly asserted to many people, including you, that she felt you had financially and personally betrayed her and as a result she was taking you off of the trust and replacing you with my brother and me. If you are trying to remove me from the estate under the guise that you don't remember the falling out about the promenade trust and her finances, it doesn't make any sense because you were still estranged from my mother at the time of her death, all as a result of this same falling out. I am now being forced to fight you in court to protect my mother and my mother's wishes for her estate which you know goes against my nature.

EXHIBIT 37

119

RK PP

2 People

Riley Keough

From our meeting with my grandma it sounded like she wanted to 1 advise me on the estate, and 2 be able to do events at Graceland and be the face of Graceland.

So If it's not solely about finances then we can ask to take the annual fee from Joel out. Allow her to keep making money the way she is making money currently and keep her name and likeness. Then ask for a guaranteed amount of paid events at Graceland each year so she can do her Graceland events, and keep her as my advisor and keep that fee.

RK

EXHIBIT 38

<u>EXHIBIT 39</u>

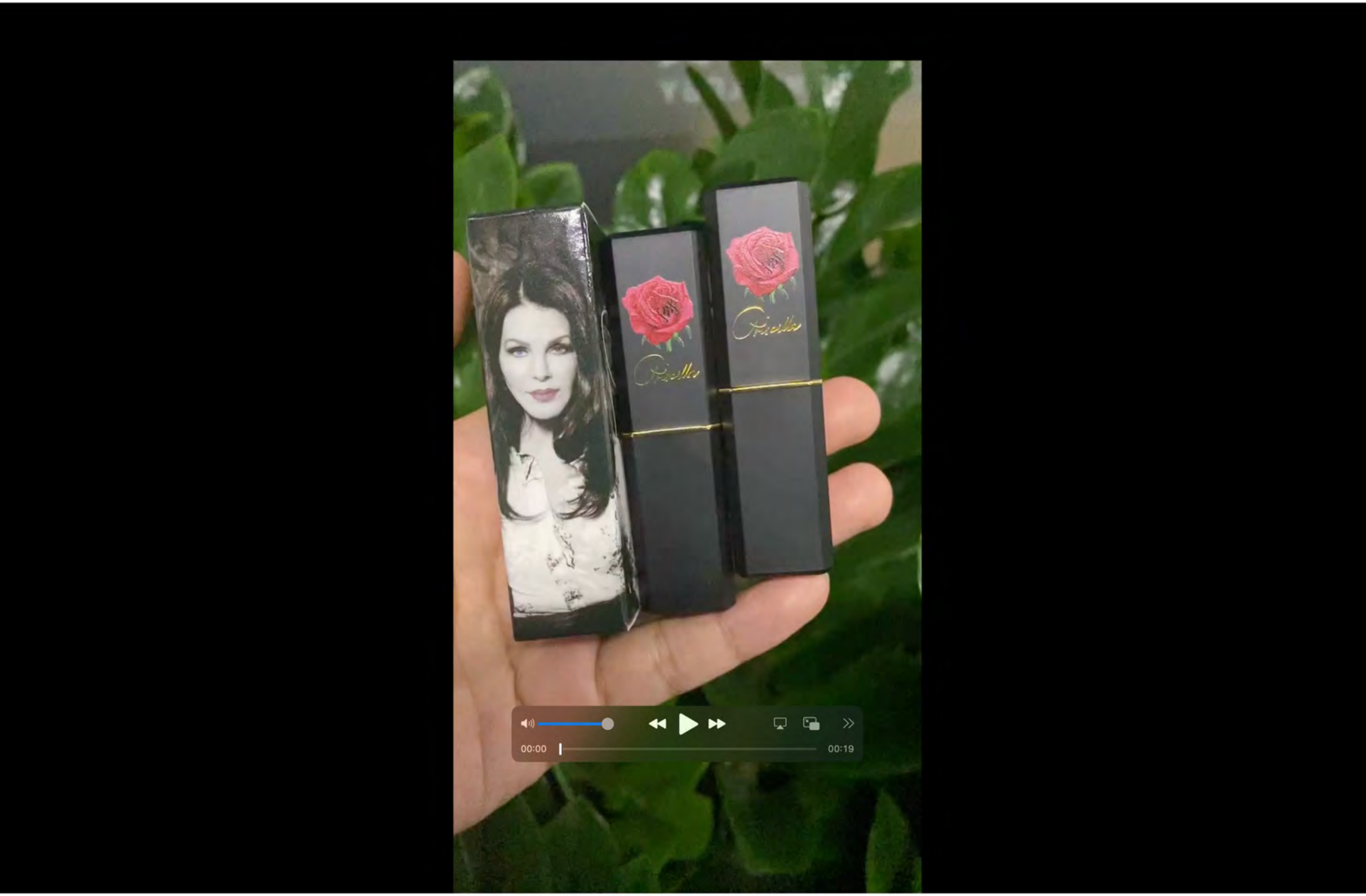
00:00
00:19

EXHIBIT 40


Priscilla