

DARREN K. INDYKE
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, NY 10022

Telephone: [REDACTED]
Telecopier: [REDACTED]

email: [REDACTED]

June 11, 2012

VIA EMAIL ([REDACTED]@[REDACTED].com)
AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

[REDACTED]
Pacific Artefacts
2256 Esplendido Avenue
Vista, CA 92084

Re: Breach of Contract with [REDACTED]

Dear Ms. [REDACTED]:

I represent Ms. [REDACTED]. On July 22, 2011, you and Pacific Artefacts entered into an agreement with Ms. [REDACTED] to have prepared for Ms. [REDACTED] client and delivered to Ms. [REDACTED] 40 bark panels from the Kwoma tribe of Papua New Guinea. You and Pacific Artefacts agreed to deliver the bark panels within 6 months after your receipt of a \$1,000 deposit from Ms. [REDACTED]. Inasmuch as Ms. [REDACTED] wired you the deposit on July 22, 2011, you were obligated to deliver the bark panels to Ms. [REDACTED] by no later than January 22, 2012. Nearly five additional months have passed since that January 22, 2012 delivery deadline has come and gone without your delivering the bark panels to Ms. [REDACTED], and you are therefore in breach of your agreement with Ms. [REDACTED].

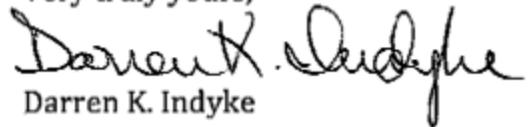
My clients have provided me with an extensive email paper trail wherein you repeatedly have provided one excuse after another for your continued breach and failure to deliver the panels for the past five months. The successive chain of excuses in your emails creates serious question about whether a fraud may have been perpetrated on Ms. [REDACTED], whose patience for this continued pattern of misconduct has reached its end. Accordingly, we hereby demand that you deliver the bark panels to Ms. [REDACTED] by no later than June 30, 2012, failing which we will commence formal legal proceedings against you. Should it be determined that a fraud has been committed in this matter, Ms. [REDACTED] would seek, among other things, damages for injury to her business relationship with her client and her

business in general occasioned by your fraud, as well as extensive punitive damages of a sufficient amount to deter similar misconduct in the future.

We sincerely hope that you will not make it necessary to pursue that course of conduct and suggest that you confirm in writing to me your intention to deliver the panels by the June 30, 2012 delivery date. Upon receipt of your written confirmation, I will provide you with the necessary delivery instructions.

This letter is without prejudice to the rights and claims of [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and Pacific Artefacts, all of which are hereby expressly reserved.

Very truly yours,


Darren K. Indyke