

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
CENTRAL DIVISION AT FRANKFORT**

LEASING ONE CORPORATION,

PLAINTIFF

v.

DONNA MALONE, SHELDON PLAYER,  
AND MARK ANSTETT

DEFENDANTS

CIVIL ACTION NO. \_\_\_\_\_

***ELECTRONICALLY FILED***

**COMPLAINT**

Plaintiff, Leasing One Corporation (“Leasing One”), by counsel, for its Complaint against the Defendants, states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff is a Kentucky corporation with its principal place of business in Frankfort, Kentucky.
2. Defendant Mark Anstett is a resident and citizen of Illinois and can be served at 1111 South Estate Lane, Lake Forest, Illinois 60045.
3. Defendant Donna Malone is a resident and citizen of Illinois and can be served at 454 North Aberdeen Street 2S, Chicago, Illinois 60622.
4. Defendant Sheldon Player is a resident and citizen of Illinois and can be served at 454 North Aberdeen Street 2S, Chicago, Illinois 60622.
5. Defendants are being served through personal service at the above-referenced addresses and through Kentucky’s Secretary of State pursuant to Kentucky’s long-arm statute, KRS § 454.210(3)(a).

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiff's claims against Defendants occurred in this District.

7. This Court has personal jurisdiction over Defendants because Defendants maintain substantial, continuous, and systematic contacts in Kentucky, and have consented to jurisdiction in Kentucky as the subject leases and guarantees provide that they shall be governed by the laws of the Commonwealth of Kentucky, that the leases and guarantees are deemed to have been made in Kentucky, and that jurisdiction and venue are proper in the Federal court located in Franklin County, Kentucky.

8. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there exists complete diversity of citizenship between Plaintiff and Defendants, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

### **FACTS**

#### **THE MAY 2007 COMMERCIAL LEASE AGREEMENT**

9. On May 18, 2007, U.S. Funding Group and Equipment Acquisition Resources, Inc. ("EAR") entered into a Commercial Lease Agreement (the "May 2007 Lease"). Pursuant to the May 2007 Lease, EAR leased certain described equipment.

10. On May 30, 2008, U.S. Funding Group assigned the May 2007 Lease to Leasing One as expressly permitted by that lease's terms.

11. The May 2007 Lease provides that EAR shall pay Rent for the leased equipment on a monthly basis at the rate of \$10,177.00 per month for 36 months.

12. Section 19 of the May 2007 Lease sets forth the events that constitute an Event of Default; one such Event of Default is Lessee's failure to pay any installment or Rent within 10 days after payment is due.

13. Section 20 of the May 2007 Lease sets forth Lessor's remedies when faced with an Event of Default, including the right to declare the entire amount of all unpaid Rent under the lease due and payable immediately, and the right to terminate the lease.

14. The Lessor has failed to timely pay installment or Rent payments since July 2009 and is default of the May 2007 Lease.

15. The May 2007 Lease also contains a Personal Guaranty. Pursuant to the Personal Guaranty, Defendants Sheldon Player and Donna Malone agreed, jointly and severally, to absolutely and unconditionally guarantee Lessor that Sheldon Player and Donna Malone would fully and promptly pay and perform all of EAR's present and future obligations under the May 2007 Lease.

16. The Personal Guaranty also provides that Lessor may enforce the Guaranty against Sheldon Player and Donna Malone before taking any other action.

17. The unpaid balance owed to Leasing One under the May 2007 Lease is \$91,593.00.

#### **THE APRIL 2008 COMMERCIAL LEASE AGREEMENT**

18. On April 25, 2008, U.S. Funding Group and EAR entered into a Commercial Lease Agreement (the "April 2008 Lease"). Pursuant to the April 2008 Lease, EAR leased certain described equipment.

19. On April 30, 2008, U.S. Funding Group assigned the April 2008 Lease to Leasing One as expressly permitted by that lease's terms.

20. The April 2008 Lease provides that EAR shall pay Rent for the leased equipment on a monthly basis at the rate of \$10,200.00 per month for 36 months.

21. Section 19 of the April 2008 Lease sets forth the events that constitute an Event of Default; one such Event of Default is Lessee's failure to pay any installment or Rent within 10 days after payment is due.

22. Section 20 of the April 2008 Lease sets forth Lessor's remedies when faced with an Event of Default, including the right to declare the entire amount of all unpaid Rent under the lease due and payable immediately, and the right to terminate the lease.

23. The Lessor has failed to timely pay installment or Rent payments since July 2009 and is default of the April 2008 Lease.

24. The April 2008 Lease also contains a Personal Guaranty. Pursuant to the Personal Guaranty, Defendants Sheldon Player and Donna Malone agreed, jointly and severally, to absolutely and unconditionally guarantee Lessor that Sheldon Player and Donna Malone would fully and promptly pay and perform all of EAR's present and future obligations under the April 2008 Lease.

25. The Personal Guaranty also provides that Lessor may enforce the Guaranty against Sheldon Player and Donna Malone before taking any other action.

26. The unpaid balance owed to Leasing One under the April 2008 Lease is \$204,000.00.

#### **THE NOVEMBER 2008 COMMERCIAL LEASE AGREEMENT**

27. On November 6, 2008, U.S. Funding Group and EAR entered into a Commercial Lease Agreement (the "November 2008 Lease"). Pursuant to the November 2008 Lease, EAR leased certain described equipment.

28. On November 7, 2008, U.S. Funding Group assigned the November 2008 Lease to Leasing One as expressly permitted by that lease's terms.

29. The November 2008 Lease provides that EAR shall pay Rent for the leased equipment on a monthly basis at the rate of \$8,175.00 per month for 36 months.

30. Section 19 of the November 2008 Lease sets forth the events that constitute an Event of Default; one such Event of Default is Lessee's failure to pay any installment or Rent within 10 days after payment is due.

31. Section 20 of the November 2008 Lease sets forth Lessor's remedies when faced with an Event of Default, including the right to declare the entire amount of all unpaid Rent under the lease due and payable immediately, and the right to terminate the lease.

32. The Lessor has failed to timely pay installment or Rent payments since July 2009 and is default of the November 2008 Lease.

33. The November 2008 Lease also contains a Personal Guaranty. Pursuant to the Personal Guaranty, Defendants Mark Anstett and Donna Malone agreed, jointly and severally, to absolutely and unconditionally guarantee Lessor that Mark Anstett and Donna Malone would fully and promptly pay and perform all of EAR's present and future obligations under the November 2008 Lease.

34. The Personal Guaranty also provides that Lessor may enforce the Guaranty against Mark Anstett and Donna Malone before taking any other action.

35. The unpaid balance owed to Leasing One under the April 2008 Lease is \$220,725.00.

## **THE MAY 2009 COMMERCIAL LEASE AGREEMENT**

36. On May 4, 2009, U.S. Funding Group and EAR entered into a Commercial Lease Agreement (the "May 2009 Lease"). Pursuant to the May 2009 Lease, EAR leased certain described equipment.

37. On May 5, 2009, U.S. Funding Group assigned the May 2009 Lease to Leasing One as expressly permitted by that lease's terms.

38. The May 2009 Lease provides that EAR shall pay Rent for the leased equipment on a monthly basis at the rate of \$9,733.75 per month for 36 months.

39. Section 19 of the May 2009 Lease sets forth the events that constitute an Event of Default; one such Event of Default is Lessee's failure to pay any installment or Rent within 10 days after payment is due.

40. Section 20 of the May 2009 Lease sets forth Lessor's remedies when faced with an Event of Default, including the right to declare the entire amount of all unpaid Rent under the lease due and payable immediately, and the right to terminate the lease.

41. The Lessor has failed to timely pay installment or Rent payments since July 2009 and is default of the May 2009 Lease.

42. The May 2009 Lease also contains a Personal Guaranty. Pursuant to the Personal Guaranty, Defendants Mark Anstett and Donna Malone agreed, jointly and severally, to absolutely and unconditionally guarantee Lessor that Mark Anstett and Donna Malone would fully and promptly pay and perform all of EAR's present and future obligations under the May 2009 Lease.

43. The Personal Guaranty also provides that Lessor may enforce the Guaranty against Mark Anstett and Donna Malone before taking any other action.

44. The unpaid balance owed to Leasing One under the May 2009 Lease is \$311,480.00.

### **THE JULY 2009 COMMERCIAL LEASE AGREEMENT**

45. On July 31, 2009, Leasing One and EAR entered into a Commercial Lease Agreement (the "July 2009 Lease"). Pursuant to the July 2009 Lease, EAR leased certain described equipment.

46. The July 2009 Lease provides that EAR shall pay Rent for the leased equipment on a monthly basis at the rate of \$40,584.43 per month for 36 months.

47. Section 19 of the July 2009 Lease sets forth the events that constitute an Event of Default; one such Event of Default is Lessee's failure to pay any installment or Rent within 10 days after payment is due.

48. Section 20 of the July 2009 Lease sets forth Lessor's remedies when faced with an Event of Default, including the right to declare the entire amount of all unpaid Rent under the lease due and payable immediately, and the right to terminate the lease.

49. The Lessor has failed to timely pay installment or Rent payments since August 15, 2009 and is default of the July 2009 Lease.

50. The July 2009 Lease also contains a Personal Guaranty. Pursuant to the Personal Guaranty, Defendants Mark Anstett and Donna Malone agreed, jointly and severally, to absolutely and unconditionally guarantee Lessor that Mark Anstett and Donna Malone would fully and promptly pay and perform all of EAR's present and future obligations under the July 2009 Lease.

51. The Personal Guaranty also provides that Lessor may enforce the Guaranty against Mark Anstett and Donna Malone before taking any other action.

52. The unpaid balance owed to Leasing One under the July 2009 Lease is \$1,420,455.05.

**COUNT I—BREACH OF GUARANTEES**

53. The Defendants executed the above-referenced guarantees in favor of the Lessor.

54. Said guarantees are valid and binding guaranties.

55. EAR has failed to make payment under each of the Leases identified above, and the Defendants have failed to make payment under the applicable guarantees.

56. The Defendants have breached their guarantee obligations and caused damage to Leasing One.

57. Defendants Sheldon Player and Donna Malone are jointly and severally liable to Leasing One pursuant to the May 2007 and April 2008 Leases in the amount of \$295,893.00.

58. Pursuant to the terms of the guarantees in the May 2007 and April 2008 Leases, Defendants Sheldon Player and Donna Malone are also jointly and severally liable to Leasing One for interest, fees, charges, costs, and attorneys' fees.

59. Defendants Donna Malone and Mark Anstett are jointly and severally liable to Leasing One pursuant to the November 2008, May 2009 and July 2009 Leases in the amount of \$1,952,660.05.

60. Pursuant to the terms of the guarantees in the November 2008, May 2009, and July 2009 Leases, Defendants Donna Malone and Mark Anstett are also jointly and severally liable to Leasing One for interest, fees, charges, costs and attorneys' fees.

61. This claim has been referred to attorneys who are not salaried employees of Plaintiff and pursuant to the terms of the subject Leases and Guarantees as well as KRS 411.195, Plaintiff is entitled to recover its reasonable attorney fees.



## COUNT II--FRAUD

62. In order to induce Leasing One to lease the equipment to EAR, to accept assignment of the Leases, and to finance the purchase of the equipment, the Defendants intentionally, through acts or omissions, misrepresented that EAR was not financially distressed; that its business operated as a going concern; that it had no other pending or material claims from creditors; that the equipment it sought to lease was state of the art; that the financial statements of EAR and the Guarantors were complete and accurate and were not falsified; that no material adverse change in the condition of EAR occurred from the date of the financial statements; that there were no actions, suits, litigations, investigations or proceedings pending against it of or before any court or government authority; and that the equipment to be purchased from Machine Tools Direct was valued fairly and procured as a result of an arm's length transaction.

63. The Defendants knew that these representations and statements were false or they made these misrepresentations with willful and malicious disregard for their falsity.

64. The Defendants' misrepresentations were material to Leasing One as they would not have entered into the Leases, accepted assignment of the Leases, or funded the equipment purchases had Leasing One known that the representations made by the Defendants were false.

65. Leasing One actually and reasonably relied upon these representations and omissions to their detriment.

66. As a result of Leasing One's reliance upon the Defendants' fraudulent representations and omissions, Leasing One has suffered damages in an amount in excess of \$75,000.

67. Leasing One is entitled to recover compensatory and punitive damages from the Defendants because of these misrepresentations.

### **COUNT III—BREACH OF FIDUCIARY DUTY**

68. When EAR became financially distressed, the Defendants, as officers, directors or managers of EAR, owed a fiduciary duty to the creditors of EAR, including Leasing One.

69. As a result of the breach of fiduciary duty by the Defendants, Leasing One has incurred damages in excess of \$75,000.

70. Leasing One is entitled to recover compensatory and punitive damages from the Defendants because of this breach of fiduciary duty.

### **COUNT IV—INTERFERENCE WITH BUSINESS RELATIONS**

71. Leasing One had a lessor/lessee relationship with EAR.

72. The Defendants knew that this business relationship existed between Leasing One and EAR.

73. The Defendants improperly interfered with this business relationship, for their own personal interest, by diverting and misappropriating EAR's funds thereby preventing EAR from performing its obligations pursuant to its leases with Leasing One.

74. As a result of this interference, Leasing One did not receive the benefit of its bargain with EAR.

75. As a result of the intentional and improper actions taken by the Defendants, Leasing One has been damaged in an amount greater than \$75,000.

76. Leasing One is entitled to recover compensatory and punitive damages from the Defendants based on this interference.

### **COUNT V—UNJUST ENRICHMENT**

77. The Defendants received a benefit by which they have been enriched.

78. Retention of the enrichment and benefit to the Defendants would be unjust to Leasing One.

79. The Defendants are required to make restitution of the benefit received by them sufficient to make Leasing One whole.

**COUNT VI—AIDING AND ABETTING /CIVIL CONSPIRACY**

80. The Defendants have aided and abetted the wrongful acts of each other and all of the Defendants have engaged in a civil conspiracy against Leasing One.

81. The Defendants' actions in furtherance of the aiding and abetting and conspiracy include, but may not be limited to, causing EAR to prefer other creditors over Leasing One while EAR was financially distressed, misrepresenting that EAR was not financially distressed; misrepresenting that EAR was operated as a going concern; misrepresenting that EAR had no other pending or material claims from creditors; misrepresenting that the equipment it sought to lease was state of the art; misrepresenting that the financial statements of EAR and the guarantors were complete and accurate and were not falsified; misrepresenting that no material adverse change in the condition of EAR occurred from the date of the financial statements; misrepresenting that there were no actions, suits, litigations, investigations or proceedings of or before any court or government authority; and misrepresenting that the equipment to be purchased from Machine Tools Direct was valued fairly and procured as a result of an arm's length transaction.

82. As a direct and proximate result of the aforementioned aiding, abetting, and conspiracy between and among the Defendants, Leasing One has incurred damages in excess of \$75,000.

83. Leasing One is entitled to recover compensatory damages from the Defendants and punitive damages based on this aiding, abetting, and conspiracy.

## COUNT VII—NEGLIGENT MISREPRESENTATION

84. The Defendants, through acts or omissions, misrepresented to Leasing One that EAR was not financially distressed; that its business operated as a going concern; that it had no other pending or material claims from creditors; that the equipment it sought to lease was state of the art; that the financial statements of EAR and the Guarantors were complete and accurate and were not falsified; that no material adverse change in the condition of EAR occurred from the date of the financial statements; that there were no actions, suits, litigations, investigations or proceedings pending against it of or before any court or government authority; and that the equipment to be purchased from Machine Tools Direct was valued fairly and procured as a result of an arm's length transaction.

85. The Defendants failed to exercise reasonable care and competence in obtaining and communicating the misrepresentations to Leasing One.

86. The Defendants' misrepresentations were material to Leasing One as they would not have entered into the Leases, accepted assignment of the Leases, or funded the equipment purchases had Leasing One known that the representations made by the Defendants were false.

87. Leasing One actually and reasonably relied upon these representations and omissions to their detriment.

88. As a result of Leasing One's reliance upon the Defendants' fraudulent representations and omissions, Leasing One has suffered damages in an amount in excess of \$75,000.

89. Leasing One is entitled to recover compensatory and punitive damages from the Defendants because of these misrepresentations.

**WHEREFORE**, Leasing One requests a Judgment against the Defendants as follows:

- (a) Damages awarded to Leasing One in the amount of \$285,416 as against Defendants Sheldon Player and Donna Malone, jointly and severally;
- (b) Damages awarded to Leasing One in the amount of \$1,975,605.98 as against Defendants Donna Malone and Mark Anstett, jointly and severally;
- (c) Damages awarded to Leasing One, including punitive damages, as against all Defendants, jointly and severally;
- (d) Leasing One's costs and attorneys' fees;
- (e) Any and all other relief to which Leasing One may be entitled.

Respectfully submitted,

*/s/ Marshall R. Hixson*

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Elizabeth L. Thompson

Marshall R. Hixson

John W. Pollom

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Lexington, KY 40507-1758

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Email: [mhixson@stites.com](mailto:mhixson@stites.com)

Email: [jpollom@stites.com](mailto:jpollom@stites.com)

COUNSEL FOR PLAINTIFF, LEASING ONE  
CORPORATION.

# ***Civil*** ***Case Assignment***

Case number **3:09CV-49**

Assigned : Judge Danny Reeves  
Judge Code : 4314

Assigned on 10/09/2009

Request New Judge

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**  
**LEASING ONE CORPORATION**

**(b) County of Residence of First Listed Plaintiff** Franklin  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorney's (Firm Name, Address, and Telephone Number)**  
 Elizabeth L. Thompson, Marshall R. Hixson, Siles & Harbison, PLLC, 250  
 West Main Street, Suite 2300, Lexington, KY 40507, (859) 226-2300

**DEFENDANTS**  
**DONNA MALONE, SHELDON PLAYER AND MARK ANSTETT**

County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
 LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	CONDEMNATION	PATENT	OTHER	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Emp. Ret. Inc. Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROFESSIONAL</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Acts <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Empl. Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332

Brief description of cause:  
Breach of guarantee, fraud, civil conspiracy, et al.

**VII. REQUESTED IN COMPLAINT:**

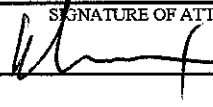
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$**  
\$2.2 million+

**CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 10/9/09 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

DONNA MALONE, ET AL.

Defendant

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)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Donna Malone
454 North Aberdeen Street 2S
Chicago, Illinois 60622
SERVE: SECRETARY OF STATE

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

DONNA MALONE, ET AL.

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Donna Malone
454 North Aberdeen Street 2S
Chicago, Illinois 60622

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

SHELDON PLAYER, ET AL.

Defendant

)
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)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Sheldon Player
454 North Aberdeen Street 2S
Chicago, Illinois 60622
SERVE: SECRETARY OF STATE

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

SHELDON PLAYER, ET AL.

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Sheldon Player
454 North Aberdeen Street 2S
Chicago, Illinois 60622

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

MARK ANSTETT, ET AL.

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Mark Anstett
1111 South Estate Lane
Lake Forest, Illinois 60045
SERVE: SECRETARY OF STATE

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Central Division at Frankfort

LEASING ONE CORPORATION

Plaintiff

v.

MARK ANSTETT, ET AL.

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Mark Anstett
1111 South Estate Lane
Lake Forest, Illinois 60045

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elizabeth L. Thompson
Marshall R. Hixson
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify):* \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: