

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

EARTHARTIST MOUNTAIN STUDIO-CAMPUS, LLC, a South Carolina limited liability company doing business as Nomad RoadShow; MICHAEL LENTINE, an individual; and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ABILITY CAPITAL SOLUTIONS, INC., a California Corporation,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTIFIED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

FEB 9 2010

John A. Clarke, Clerk

By _____, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles County Superior Court
415 W. Ocean Blvd.

CASE NUMBER:
(Número del Caso)

NC054121

Long Beach, California 90802

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mark M. Scott 138569 (949) 760-1121 (949) 720-0182

BUCHALTER NEMER

18400 Von Karman Avenue, Suite 800 Irvine, California 92612

DATE:

(Fecha) FEB 09 2010 John A. Clarke

Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

1 BUCHALTER NEMER
2 A PROFESSIONAL CORPORATION
3 MARK M. SCOTT (SBN: 138569)
4 18400 Von Karman Avenue, Suite 800
5 Irvine, California 92612-0514
6 Telephone: (949) 760-1121
7 Facsimile: (949) 720-0182
8 Email: mscott@buchalter.com

9 Attorneys for Plaintiff
10 Ability Capital Solutions, Inc.

NOT FOR FILING
OF ORIGINAL FILED
Los Angeles Superior Court

FEB 18 2010

John A. Clarke, Clerk

By P. Hamilton, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

13 SOUTH DISTRICT

NC054121

14 ABILITY CAPITAL SOLUTIONS,
15 INC., a California
16 corporation,

17 Plaintiff,

18 vs.

19 EARTHARTIST MOUNTAIN
20 STUDIO-CAMPUS, LLC, a South
21 Carolina limited liability
22 company doing business as
23 Nomad RoadShow; MICHAEL
24 LENTINE, an individual; and
25 DOES 1 through 20, inclusive,

26 Defendants.

CASE NO.

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. MONEY DUE FOR SERVICES PROVIDED;
3. DECLARATORY RELIEF; AND
4. DEFAMATION.

[Unlimited Jurisdiction]

CASE MANAGEMENT CONFERENCE
SET FOR 8:30 a.m.

JUL 19 2010
IN DEPARTMENT B

1 Plaintiff Ability Capital Solutions, Inc. ("Ability"),
2 alleges:

3
4 GENERAL ALLEGATIONS

5 (Against Each Defendant)

6 1. Ability is and at all times mentioned herein was a
7 corporation duly organized and existing under the laws of the
8 State of California doing business in the City of Long Beach in
9 the County of Los Angeles.

10 2. Ability is informed and believes and thereon alleges
11 that Defendant EarthArtist Mountain Studio-Campus, LLC
12 ("EarthArtist") is and at all times mentioned herein was a
13 limited liability company existing under the laws of the State of
14 South Carolina. Ability is further informed and believes and
15 thereon alleges that EarthArtist is also known as Nomad RoadShow.

16 3. Ability is informed and believes and thereon alleges
17 that Defendant Michael Lentine ("Lentine") is and at all times
18 mentioned herein was an individual residing in the State of South
19 Carolina.

20 4. The true names and capacities of the Defendants named
21 herein as DOES 1 through 20, whether individual, corporate,
22 associate or otherwise, are unknown to Ability, who therefore
23 sues these Defendants by fictitious names. Ability will amend
24 the Complaint to show their true names and capacities when
25 ascertained. The actions of DOES 1 through 20 as alleged herein
26 were duly ratified by the Defendants, with each Defendant acting
27 as an agent of the others and within the course and scope of said
28 agency. Ability is informed and believes and thereon alleges

1 that each of the Defendants designated herein as DOE is liable to
2 Ability for the debts and actions hereinafter alleged.

3 5. Unlimited jurisdiction in the Superior Court of the
4 State of California is appropriate because the amount in
5 controversy, including compensation and punitive damages, exceeds
6 \$25,000.00. Jurisdiction and venue in the South District of the
7 Los Angeles County Superior Court is appropriate because the
8 contract which is the subject of this action was entered into and
9 was to be performed within the judicial boundaries of the Los
10 Angeles County Superior Court.

11 FIRST CAUSE OF ACTION

12 (Breach of Contract Against EarthArtist and

13 DOES 1 through 10)

14 6. Ability repeats and realleges paragraphs 1 through 5.
15 above, as though set forth in full.

16 7. Ability is a commercial equipment finance lessor that
17 provides financing to businesses of all sizes to enable them to
18 acquire equipment for use in their business. Ability offers a
19 valuable service that fulfills a significant marketplace need.

20 8. Prior to finalizing a lease transaction, Ability and
21 its commercial customer from time to time execute a written
22 letter of intent or commitment agreement that memorializes the
23 commitment of the parties to the lease transaction and which
24 protects both. Ability's commitment agreement requires the
25 lessee to make a deposit with Ability for the purpose of, among
26 other things, demonstrating commitment to the transaction. If
27 the customer does not fulfill its commitment with respect to
28 completion of the terms of the commitment agreement, then Ability

1 has the right under the contract to retain the deposit as a fully
2 earned processing fee to help offset the losses caused by the
3 customer's failure to fulfill its commitment. Without such
4 commitment fees, leasing companies like Ability might not be able
5 to survive the significant transaction costs associated with
6 customers who sign contracts and later attempt to de-commit or
7 otherwise breach the contract following acceptance thereof.

8 9. On or about August 4, 2009, EarthArtist executed a
9 written Commitment Agreement (the "Agreement") pursuant to which
10 EarthArtist proposed to lease certain equipment (the "Equipment")
11 on the terms and conditions thereof. In connection therewith,
12 EarthArtist had made a commitment deposit in the amount of
13 \$5,063.50 (the "Deposit") to Ability. Under the Agreement,
14 EarthArtist agreed that the Deposit would be considered an earned
15 processing fee if EarthArtist failed to honor its commitment. A
16 copy of the Agreement is attached hereto as Exhibit "1."

17 10. Since the inception of the transaction, Ability
18 expended a significant amount of time, effort and resources
19 toward completing the EarthArtist lease transaction. In addition
20 to processing the transaction, Ability has fulfilled numerous
21 requests for changes and accommodations to the extent reasonably
22 possible. Until recently, EarthArtist has unequivocally
23 instructed Ability to move forward with the lease transaction.

24 11. Ability has performed all covenants, conditions and
25 promises required on its part under the terms of the Agreement.

26 12. EarthArtist and DOES 1 through 20 have defaulted under
27 the Agreement by failing to perform in accordance with the terms
28

1 and conditions thereof. The defaults, include but are not
2 limited to, the following:

- 3 a. Failing to honor its commitment to submit all
4 proper documents and to take all steps necessary
5 to commence the funding;
- 6 b. Failing and refusing to perform its duties and
7 obligations owed to Ability in good faith and in a
8 fair manner;
- 9 c. Unilaterally canceling, terminating and reneging
10 on the transaction;
- 11 d. By repudiating the Agreement or otherwise
12 improperly attempting to rescind the transaction;
- 13 e. Providing incorrect information regarding the
14 lease property which is the subject of the
15 transaction and other collateral, the business
16 ownership and the company's financial position;
17 and
- 18 f. Breaching the covenant of good faith and fair
19 dealing.

20 13. As a result of the defaults of EarthArtist and DOES 1
21 through 20, Ability has incurred general, special and
22 consequential damages in an amount according to proof at trial
23 and in no event less than \$5,063.50. The damages include, but
24 are not limited to:

- 25 a. Ability's loss of the benefit of the rate of
26 return on the transaction had EarthArtist
27 performed as agreed;

28

- 1 b. The expense of the significant amount of time,
2 effort and energy devoted by Ability to the
3 transaction at the request of EarthArtist;
4 c. Ability's out of pocket costs incurred in
5 connection with the transaction.

6 14. Ability has made demand upon EarthArtist and DOES 1
7 through 20 to perform the obligations owed under the Agreement.
8 Despite Ability's demands, EarthArtist and DOES 1 through 20 have
9 failed and refused to perform as agreed.

10 SECOND CAUSE OF ACTION

11 (Money Due for Services Provided Against EarthArtist
12 and DOES 1 through 10)

13 15. Ability repeats and realleges paragraphs 1 through 5
14 and 7 through 14 above, as though set forth in full.

15 16. In the past two years, in the County of Los Angeles,
16 State of California, EarthArtist and DOES 1 through 20 became
17 indebted to Ability for services provided by Ability at the
18 request of EarthArtist for which it agreed to pay Ability.

19 17. Other than the Deposit, no part of the amount owing to
20 Ability due to the time, effort and costs which Ability devoted
21 to the transaction as requested by EarthArtist has been paid.
22 This amount includes, but is not limited to, processing costs of
23 the transaction in an amount according to proof at trial. As a
24 result, there is now due, owing and unpaid from Ability and DOES
25 1 through 20 to Ability an amount according to proof at trial.

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1 FOURTH CAUSE OF ACTION

2 (For Interference With Prospective Economic
3 Advantage Against Each Defendant)

4 21. Ability repeats and realleges paragraphs 1 through 5, 7
5 through 14, 16 through 17 and 19 through 20 above, as though set
6 forth in full.

7 22. Ability is informed and believes and thereon alleges
8 that subsequent to EarthArtist's breach of the Agreement,
9 Lentine, acting individually and on his own behalf, specifically
10 contacted one or more third parties specifically for the purpose
11 of attempting to harm Ability's reputation and business
12 relationship within the equipment financing industry in order to
13 extract return of the non-refundable Deposit. Ability is further
14 informed and believes and thereon alleges that EarthArtist,
15 Lentine and DOES 1 through 20 published false, non-privileged and
16 defamatory statements regarding Ability with knowledge of their
17 falsity or with reckless disregard as to their veracity, with the
18 intent to injury and damage Ability's reputation and to interfere
19 with and to disrupt Ability's existing and prospective
20 relationship.

21 23. Ability is informed and believes and thereon alleges
22 that these false and defamatory statements were understood by
23 third parties to be true. As a result, such publications have
24 caused harm and damage to Ability's reputation with third
25 parties.

26 24. Ability is informed and believes and thereon alleges
27 that EarthArtist and Lentine were aware at all times during those
28 continued communications that Ability's reputation within the

1 equipment leasing is and was extremely important to Ability's
2 business operation. Notwithstanding, Ability is further informed
3 and believes that EarthArtist and Lentine expressly attempted to
4 damage Ability's reputation in order to punish Ability and if
5 possible, to extract the return of the Deposit.

6 25. As a proximate result of the conduct of EarthArtist,
7 Lentine and DOES 1 through 20, Ability has incurred damages in an
8 amount according to proof at trial for the injury to Ability's
9 reputation within the equipment leasing industry.

10 26. Ability is informed and believes and thereon alleges
11 that the acts of EarthArtist, Lentine and DOES 1 through 20 are
12 malicious, willful and oppressive in that they are intended to
13 cause injury to Ability or were done with a conscious disregard
14 of Ability's rights. Accordingly, Ability is entitled to an
15 award of punitive damages according to proof at trial.

16 **WHEREFORE**, Ability prays for judgment against the
17 Defendants, and each of them, as follows:

18 **On The First Cause of Action**

- 19 1. For general and consequential damages in an amount
20 according to proof at trial which is no less than \$5,063.50;
21 2. For further damages according to proof at trial;
22 3. For Ability's reasonable attorneys' fees;

23 **On The Second Cause of Action**

- 24 4. For general damages in an amount according to proof at
25 trial;

26 **On the Third Cause of Action**

- 27 5. For a declaration by the Court consistent with
28 Ability's allegations in paragraphs 19 through 20 hereinabove;

1 6. For Ability's reasonable attorneys' fees;

2 On the Fourth Cause of Action

3 7. For general damages in an amount according to proof at
4 trial.

5 8. For punitive damages in an amount according to proof at
6 trial.

7 On All Causes of Action

8 9. For costs of suit incurred herein; and

9 10. For all such other and further relief as this Court may
10 deem just and proper.

11 DATED: February 9, 2010 BUCHALTER NEMER
12 A Professional Corporation

13
14 By: mmmm
15 Mark M. Scott
16 Attorneys for Plaintiff Ability
17 Capital Solutions, Inc.

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EXHIBIT 1



August 04, 2009

Michael Lentine Jr.
President
EarthArtist Mountain Studio-Campus, LLC dba. Nomad RoadShow
1300 East South 6th Street
Seneca, SC 29678

Dear Michael Lentine Jr.,

Ability Capital Solutions is pleased to submit the following proposal for a lease transaction with EarthArtist Mountain Studio-Campus, LLC dba. Nomad RoadShow (hereinafter referred to as "Lessee").

Lessor:	Ability Capital Solutions and/or its assigns.
Lessee:	EarthArtist Mountain Studio-Campus, LLC dba. Nomad RoadShow
Guarantor:	All principals, shareholders, and owners
Credit Facility:	Master Lease Line of Credit
Equipment:	Film Production Equipment
Equipment Cost:	\$75,000.00
Term:	60
Payment Amount:	\$1,784.25
First & Last Payment:	\$3,568.49
Securitization Fee:	\$1,495.00
Rental Adjustment:	The lease rates quoted in this proposal have been calculated, in part, using an interest rate tied to the corresponding U.S. Treasury Note. The lease rate quoted is subject to change in the event such Treasury Notes yields fluctuate more than ten (10) basis points prior to the lease commencement date or where there is a material adverse change in the Lessee's credit.
Type of Lease:	The lease would be a triple net lease, whereby the Lessee would be responsible for all expenses related directly or indirectly to the transaction, including, but not limited to, maintenance, taxes (other than the taxes imposed on the net income of the Lessor), insurance coverage, etc. The Lessee would be responsible for certain indemnifications including, but not limited to, indemnifications against all hazards, liabilities, damages and risks of loss.

Initial Deposit: An Initial Deposit of First and Last Payment plus the Securitization Fee is required upon acceptance by EarthArtist Mountain Studio-Campus, LLC dba. Nomad RoadShow of this letter. The Securitization Fee is non-refundable and will be applied towards the hard costs and due diligence put forth processing the transaction. Should Ability Capital Solutions approve this transaction, the first and last payment shall be applied thereto. The First and Last Payment will be returned to the Lessee, less reasonable due diligence expenses, promptly should Ability Capital Solutions decline to approve this transaction. The initial deposit will be forfeited should the lessee not supply the diligence items required by Ability Capital Solutions, should the Lessee decline to close on this transaction after Ability Capital Solutions has granted its approval, or should an event occur as described under Rate Adjustment herein.

Legal Disclaimer: In the event that any of the parties shall be required to bring any legal action against one another to enforce any of the terms of this Agreement agreed upon jurisdiction for all legal recourse in this matter shall be Los Angeles County, California.

This transaction is subject to a final due diligence of the Lessee and approval by the appropriate officers of Ability Capital Solutions. Ability Capital Solutions will notify the Lessee in writing of its approval. This transaction, if approved, is contingent upon the successful execution of all required final documentation, including Master Lease, Addendums, and Schedules.

Upon receipt of an executed copy of this letter along with a COMPANY CHECK in the amount of \$5,063.50, Ability Capital Solutions will finalize its due diligence of this transaction. This letter will remain in effect until the close of business on Aug 11, 2009.

We at Ability Capital Solutions look forward to pursuing a mutually beneficial relationship. In the event that any questions arise, please do not hesitate to contact me at 562-472-0490.

Sincerely,

Brian Acosta
Equipment Finance Specialist

August 04, 2009

Accepted By: Michael J. Lantieri

Printed Name: Michael J. Lantieri, Jr.

Title: President

Date: August 14, 2009